

**Georgia Department of Transportation  
Design-Build Contract**

**I-85 Express Lanes**

**PI No. 110600**

**Gwinnett County**

**Dated Advertised: February 13, 2015**

**Amendment # 1: March 27, 2015**

**Amendment # 2: April 14, 2015**

**Amendment # 3: May 15, 2015**

**Amendment # 4: May 29, 2015**

**Amendment # 5: June 5, 2015**

**REQUEST FOR PROPOSALS  
TO DESIGN AND CONSTRUCT  
THE  
PROJECT  
THROUGH A  
DESIGN BUILD AGREEMENT  
P.I. No. 110600  
INSTRUCTIONS TO PROPOSERS  
GEORGIA DEPARTMENT OF TRANSPORTATION**

**RFP Issued: February 13, 2015**

**Amendment # 1: March 27, 2015**

**Amendment # 2: April 14, 2015**

**Amendment # 3: May 15, 2015**

**Amendment # 4: May 29, 2015**

**Amendment # 5: June 5, 2015**

**Proposals Due: June 12 at 2:00 p.m. EST**

**Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308**

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**Exhibits:**

Exhibit A	Reserved
Exhibit B	Administrative Information Submittal Requirements
Exhibit C	Technical Proposal Submittal Requirements
Exhibit D	Price Proposal and Proposal Bond Submittal Requirements
Exhibit E	Evaluation Criteria and Weighting
Exhibit F	Reserved
Exhibit G	List of GDOT Project Team
Exhibit H	List of Reference Information Documents

**Forms:**

Form A	Proposal Letter
Form B	Non-Collusion Affidavit
Form C	Conflict of Interest Disclosure Statement
Form D	Form of Proposal Bond
Form E	RESERVED
Form F	Design-Build Price Proposal
Form G	Form of Participating Members, Major Non-Participating Members, Contractors and Key Personnel Commitment
Form H	Equal Employment Opportunity Certification
Form I	DBE Certification

Form J	Buy America Certification
Form K	Use of Contract Funds for Lobbying Certification
Form L	Debarment and Suspension Certification
Form M	RESERVED
Form N	Grant and Assumption of Non-Exclusive Irrevocable License and Right to Use Work Product
Form O	RESERVED
Form P	ATC Checklist
Form Q	RESERVED
Form R	Georgia Security and Immigration Compliance Act Affidavit
Form S	Opinion of Counsel

## SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

### 1.1 Introduction

The Georgia Department of Transportation (“GDOT”), an agency of the State of Georgia (“State”), issued a Request for Qualifications (“RFQ”) for the I-85 Express Lanes Project (as described in more detail in Section 1.3, the “Project”) on December 12, 2014. Next GDOT issued a Request for Proposals (“RFP”), dated February 13, 2015 [and subsequently amended], as the second step in the procurement process for the Project, pursuant to Section 32-2-81 of the Official Code of Georgia Annotated (“Code”), Chapter 672-18 of the Rules of the Georgia Department of Transportation (“Rules”), and other applicable laws and guidelines.

The RFP solicits competitive detailed Proposals (as described in more detail in Section 1.5.1) to develop the Project by means of a Design-Build Agreement (the “DB Agreement”) between the successful Proposer and GDOT. Under such DB Agreement, the Design-Build Team will be required to design and construct the Project during the contract period.

Following the release of the initial RFP, GDOT may opt to engage in a series of proprietary meetings and discussions with the Proposers, all in accordance with the procedures set forth in the RFP. In response to feedback and input received from the Proposers and other stakeholders, GDOT may opt to issue Addendums to the RFP. In the event that GDOT issues any Addendums to the RFP, the Addendums may supplement or replace the RFP in part or in whole.

Proposals will only be considered from those entities that are selected as the most qualified Proposers based on their Statements of Qualifications (“SOQs”) submitted in response to the RFQ. This set of Instructions to Proposers (“ITP”) provides instructions to be followed by Proposers in their responses to the RFP. Proposals must comply with the ITP requirements.

Refer to Exhibit 1 of the Design-Build Agreement hereto for the meaning of various capitalized terms and acronyms used but not defined herein. Unless otherwise specified, references to Sections, Exhibits and Forms shall mean Sections of the ITP and Exhibits and Forms attached to the ITP.

### 1.2 RFP Documents

The RFP consists of the below items and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

- Instructions to Proposers (ITP) (including the attached Exhibits and Forms);
- DB Documents (including the DB Agreement); and



- Reference Information Documents (RID).

Refer to Section 1.2 of the DB Agreement for a list of the DB Documents and their order of precedence. The Reference Information Documents are listed on Exhibit H hereto.

The ITP and the Reference Information Documents are not contract documents and will not form a part of the DB Documents. GDOT does not make any representation or guarantee as to the accuracy, completeness, or fitness of the Reference Information Documents. GDOT does not take any responsibility for the Reference Information Documents and Proposers are responsible for any conclusions they may draw from the Reference Information Documents. GDOT is making the Reference Information Documents available to Proposers for the sole purpose of providing information in the possession of GDOT, regardless of whether such information is accurate, complete, pertinent, or of any value.

### **1.3 General Project Description**

This Project is being developed to provide travelers with an option in the I-85 corridor for a reliable travel times. General Purpose lanes are also being implemented in the form of auxiliary lanes at various locations.

The Project will widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road. Two new auxiliary lanes will also be constructed, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road southbound (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road northbound (NB). Additionally tolling infrastructure will be installed to create the managed lanes.

The Design-Build Team will be responsible for the design and construction of the Project during the contract period. As part of such construction work, Design-Build Team will be responsible for undertaking and completing certain utility adjustments pursuant to Article 7.5 of the DB Agreement and the Section 6 of the Technical Provisions.

## 1.4 Procurement Schedule

The procurement schedule is as follows:

	Activity	Date	Time
1.	Issue RFP	2/13/2015	N/A
2.	One-on-one meetings with Proposers	3/12/2015 – 3/13/2015	TBD
3.	ATC one-on-one meetings with Proposers	3/16/2015 – 3/27/2015	TBD
4.	Deadline for submission of proposed ATCs under <u>Section 3.1.2</u>	4/24/2015	2:00 PM
5.	Post Submittal ATC one-on-one meetings with Proposers	5/4/2015 – 5/8/2015	TBD
6.	Deadline for Proposers to submit questions regarding RFP	5/29/2015	2:00 PM
7.	Deadline for submission of changes to Proposer's organization	6/1/2015	2:00 PM
<b>8.</b>	<b>Proposal Due Date</b>	<b>6/12/2015</b>	2:00 PM
<b>9.</b>	Proposer Interview	6/15/2015 – 6/19/2015	TBD
10.	Selection of Apparent Successful Proposer (Public Price Proposal Opening and Best Value Calculation, Rooms 403 & 404)*	6/26/2015	2:00 PM

\*Each proposer will be limited to three (3) members in attendance at the bid opening.

All dates set forth above and in the RFP are subject to change in GDOT's sole discretion. To the extent such dates are changed, GDOT shall formally notify each Proposer through the SharePoint Site described in Section 2.2 below. All times in this ITP are Eastern Standard Time (EST) or Eastern Daylight Time (EDT), as applicable.

## 1.5 General Provisions Regarding Proposals

### 1.5.1 Proposal Contents

As used in this procurement, the term "Proposal" means a Proposer's complete response to the RFP, including Proposer's:

- (a) Administrative Information Submittals;
- (b) Technical Proposal for the Project; and
- (c) Price Proposal for the Project.

Detailed instructions regarding the Administrative Information Submittal, the Technical Proposal and the Price Proposal are provided in Exhibits B through D. Forms required for inclusion in the Proposals are attached to this ITP. Each Proposal component shall be clearly titled and identified and shall be submitted without reservations, qualifications, conditions or assumptions. Any failure to provide all the information and all completed Forms in the format specified by the ITP may result in GDOT's rejection of the Proposal or a lower score, depending on the nature of the omission. All blank spaces in the Proposal forms must be filled in as noted. No substantive change(s) shall be made to the Proposal Forms (except with respect to the table in Section A of Form F, which may be modified by a Proposer to reflect the Proposer's actual Schedule of Values contained in its Proposal). The successful Proposer will be required to deliver an original copy of Form L prior to the execution of the DB Agreement.

### **1.5.2 Inclusion of Proposal in DB Documents**

Portions of the successful Proposer's Proposal will become part of the DB Documents, as applicable and to the extent specified in the RFP. All other information is for evaluation purposes only and will not become part of the DB Documents.

### **1.5.3 Commitments in the Proposal**

GDOT will give no consideration to tentative or qualified commitments in the Proposals. For example, GDOT will give no consideration to phrases such as "we may" or "we are considering" in the evaluation process because they do not indicate a firm commitment.

### **1.5.4 Property of GDOT**

All documents included in the Proposals submitted by Proposers in response to the RFP shall become the property of GDOT and will not be returned to Proposer. Additionally, if Proposer elects to accept the Payment for Work Product, also referred to as the Stipulated Fee, offered by GDOT (as described in Section 3.8 below), the concepts, ideas and other information contained in the Proposal shall become the property of, and may be used by, GDOT.

## **1.6 Improper Conduct**

### **1.6.1 Prohibited Activities**

If Proposer, or anyone representing Proposer, offers or gives any advantage, gratuity, discount, bribe, or loan of any sort to GDOT, the State Transportation Board, or officers, administrators, staff or consultants of GDOT, including agents or anyone representing the foregoing at any time during the Project procurement process: (1) GDOT shall immediately disqualify Proposer; (2) Proposer shall forfeit its Proposal Bond, if applicable; (3) Proposer shall not be entitled to the Payment for Work Product; and (4) GDOT may sue Proposer for damages.

### 1.6.2 Non-Collusion

Proposer shall not undertake any of the prohibited activities identified in the Non-Collusion Affidavit (Form B).

### 1.6.3 Organizational Conflicts of Interest

Proposers are advised that the Conflicts of Interest Policy and the organizational conflict of interest rules found in 23 C.F.R. § 636, Subpart A, including 23 C.F.R. § 636.116, apply to this procurement.

Each Proposer must include in its Proposal a full disclosure of all potential organizational conflicts of interest within its team (Form C).

Proposer is prohibited from receiving any advice or discussing any aspect of the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to the entities and individuals listed in Exhibit G (List of GDOT Project Team); and any parent, affiliate, or subsidiary of any of the foregoing entities, or an entity that is under common ownership, control or management with any of the foregoing entities.

By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, Proposer must make an immediate and full written disclosure to GDOT that includes a description of the action that Proposer has taken or proposes to take to avoid or mitigate such conflicts. If Proposer was aware of an organizational conflict of interest prior to award of the DB Documents and did not disclose the conflict to GDOT, GDOT may terminate the DB Documents for default.

### 1.6.4 Restrictions on Participation

Proposers are advised that the following entities and individuals are precluded from submitting a Proposal and from participating on a Proposer team as a Participating Member, Major Non-Participating Member, Contractor, subcontractor or subconsultant:

- (a) any entity or individual listed in Exhibit G (List of GDOT Project Team). GDOT has contracted with these entities or individuals, as the case may be, to aid in the development of the RFQ, RFP, estimates or scope of services for the Project, or to participate in the Statement of Qualifications (SOQ) or Proposal evaluation process;
- (b) any entity that is a parent, affiliate, or subsidiary of any of the entities listed in Exhibit G, or that is under common ownership, control or management with any of the foregoing entities; and
- (c) any Contractor who is currently suspended, debarred or voluntarily excluded under 49 CFR Part 29 or is otherwise determined to be ineligible to participate in the federal-aid highway program.

### **1.6.5 No Participation on More Than One Proposer Team**

To ensure a fair procurement process, Participating Members and Major Non-Participating Members of Proposer teams are forbidden from participating, in any capacity, on another Proposer team during the course of the Project procurement (i.e. until execution of the DB Agreement by GDOT). The foregoing prohibition extends to affiliated entities of Participating Members and Major Non-Participating Members. GDOT reserves the right to disqualify any Proposer that fails to comply with this prohibition. If a Proposer has any question as to whether or not its proposed team would be in compliance with the terms of this Section 1.6.5, such Proposer may submit the issue to GDOT in writing, describing in reasonable detail the proposed structure and seeking clarification.

### **1.6.6 Reserved**

## **1.7 Equal Employment Opportunity**

Proposers shall not, in connection with the RFP and the DB Documents, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers shall take affirmative action to ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action shall include, but not be limited to, the following: layoff or termination; rates of pay or other forms of compensation; employment; job assignment; promotion; demotion; transfer; recruitment/recruitment advertising; and selection for training, including apprenticeship, pre-apprenticeship and/or on-the-job training. Please see Attachment 5 to Exhibit 8 to the DB Agreement for the federal equal employment opportunity provisions that apply to the Project.

## **1.8 DBE Participation**

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

The policy of GDOT is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26 and related statutes and regulations in all program activities. To this end GDOT shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any GDOT assisted contract or in the administration of its Disadvantaged Business Enterprise Program. GDOT shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The DB Team will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

The DBE Goal for this project is identified below and on Form I. The Proposer is encouraged to meet this goal throughout the Term of the Agreement and will be expected to report on the goal attainment throughout the Agreement Term. Specifically, the Proposer shall demonstrate on an annual basis that the Project goal is being achieved. If the Project goal has not been achieved at the time of annual reporting, the Proposer shall demonstrate that “good faith efforts” aimed at achievement have been made as described in 49 CFR 26.53. Further, the Proposer is expected to work toward goal attainment in all areas of the contract, to include pre-construction and design elements as well as the construction portion of the Project.

GDOT's overall statewide DBE goal is fifteen percent (15%) of the overall Project design **and** construction costs. However, a project specific goal of fourteen percent (14%) will be attained to this DB project and will apply to overall Project design and construction. For further information regarding GDOT's DBE program and the Design-Build Team's DBE obligations, Proposers may contact GDOT's Equal Opportunity Office, at (404) 631-1972. GDOT will be undertaking public outreach efforts during the procurement process to facilitate the identification of DBE firms and employment opportunities for minorities and women.

## **1.9 Federal Funding and Requirements**

Proposers are advised that the Project will require the use of federal funds. Accordingly, applicable federal law and FHWA regulations will govern the Project's procurement and contract documents.

## **1.10 Status of Federal Environmental and FHWA Approval**

### **1.10.1 Project**

The environmental documents under NEPA are being pursued for the Project by GDOT in coordination with the costing plan design efforts.

The NEPA document is currently being developed and is anticipated to be a Categorical Exclusion (CE).

## **1.11 Qualification of Construction and Design Firms**

Proposers shall ensure that the entities identified in Sections 1.11.1 and 1.11.2 have satisfied the pre-qualification requirements set forth in this Section 1.11.

In addition, before commencing performance of any Work, all firms must register to do business in the State. This can be accomplished by contacting the Georgia Secretary of State Corporations Division Office at (404) 656-2817 or visiting their website at:

<http://www.sos.ga.gov/corporations/>.

### **1.11.1 Required Pre-Qualification for Contractors**

The Lead Contractor shall be pre-qualified with GDOT prior to the Proposal Due Date. If the roadway work is not performed by the pre-qualified Lead Contractor, the entity performing the roadway work shall also be pre-qualified prior to initiating any Work.

The pre-qualification process involves, but is not limited to submitting (a) a completed contractor qualification form and (b) financial statements to GDOT. For further information regarding the pre-qualification process, please see:

<http://www.dot.ga.gov/doingbusiness/contractors/Pages/default.aspx>

### **1.11.2 Required Pre-Qualification for Engineers**

Proposer shall ensure the use of entities prequalified in related disciplines (design, traffic analysis, geotechnical, NEPA, construction, etc.) as presented in the SOQ. Any proposed changes to the team must be approved by GDOT. All Work must be performed by entities which are prequalified by GDOT.

If Proposer's design for the Project includes design work outside the scope of the area classes set forth in the RFQ, at least one team member shall be pre-qualified with GDOT in the appropriate area class.

The prequalification requirement does not apply to any area class that is not implicated by a Proposer's design for the Project. The pre-qualification process involves submitting (a) a pre-qualification form and (b) grid sheet to GDOT. For further information regarding the pre-qualification of engineers, please see: <http://www.dot.ga.gov/doingbusiness/prequalification/consultants/Pages/default.aspx>.

### **1.11.3 Pre-Qualification Assistance**

For assistance with the contractor pre-qualification process, call (404) 631-1213. Proposers can obtain assistance with the engineering pre-qualification process by contacting the Transportation Services Procurement office at (404) 631-1426 or [consultants\\_prequals@dot.ga.gov](mailto:consultants_prequals@dot.ga.gov).

### **1.12 Establishment of Single Purpose Entity(ies)**

If the Apparent Successful Proposer contemplates the creation of one or more single purpose entities as the parties to execute the DB Documents, Proposer is required to establish each such single purpose entity and submit executed copies of the articles of

incorporation and any other corporate formation documents for the single purpose entity to GDOT within sixty (60) days of GDOT's announcement of the Apparent Successful Proposer. Proposers anticipating the creation of any such single purpose entity must include pro forma corporate formation documents in the Proposal, as described in Exhibit B. Failure to meet the requirements in this Section 1.12 will result in forfeiture of the Proposer Proposal Bond. Establishment of the single purpose entity(ies) (if any) is a prerequisite to execution of the DB Documents.

## **SECTION 2.0 PROCUREMENT PROCESS**

### **2.1 Method of Procurement**

GDOT is issuing the RFP in accordance with the provisions of Sections 32-2-81 of the Code, Chapter 672-18 of the Rules and other applicable laws and guidelines. GDOT will award the DB Documents (if at all) to the Proposer that submits the Best Value Proposal. Subject to Section 8.1, GDOT will base the evaluation of Proposals on information submitted in the Proposals, and will involve both pass/fail evaluation factors and an evaluation of administrative, technical and price criteria, as further detailed in Section 5 below and in the Exhibits to this ITP.

### **2.2 Communications between GDOT and Proposers**

The RFP will be issued to Proposers in electronic format on the secure SharePoint site for the Project (the "SharePoint Site"). The SharePoint Site address will be provided separately to each Proposer. Each Proposer is required to treat the address as confidential information and to check the site often for Addenda to the RFP and for other procurement related information.

#### **2.2.1 Designated Point of Contact**

The following individual has been designated as the Contracting Officer for the Project (the "Authorized Representative"):

Rick Merritt  
Procurement Officer  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
E-mail: [dbi85express@dot.ga.gov](mailto:dbi85express@dot.ga.gov)

From time to time during the procurement process or during the term of the DB Documents, GDOT may designate another Authorized Representative to carry out some or all of the obligations pertaining to the Project.



## 2.2.2 Rules of Contact

Unless specifically authorized elsewhere in this ITP, the Authorized Representative, as may be changed in writing by GDOT, is the single contact and source of information for this procurement.

The rules of contact set forth in this Section 2.2.2 shall apply during the Project procurement process, commencing with the issuance of this ITP. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact includes face-to-face, telephone, electronic-mail (e-mail), text or any other form of formal written communication.

The specific rules of contact are as follows:

- (a) Neither a Proposer nor any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the RFP or either team's Proposal. This prohibition does not apply to (1) Proposer communication with a Contractor that is on both its team and another Proposer's team, provided that the Contractor shall not act as a conduit of information between the two Proposers; and (2) public discussion regarding the RFP at GDOT-sponsored informational meetings.
- (b) Unless otherwise specifically noted in this ITP or authorized by the Authorized Representative, all Proposer communication with GDOT will be between Proposer's identified representatives and the Authorized Representative. All such communication must be in writing (by mail or e-mail).
- (c) Under normal circumstances, the Authorized Representative will contact a Proposer in writing through Proposer's designated representative.
- (d) Continuing until the earliest of (1) execution and delivery of the DB Documents, (2) GDOT's rejection of all Proposals or (3) cancellation of the Project procurement, neither a Proposer nor its agents may have ex parte communications with GDOT employees, members of the Technical Review Committee, the Bid Review Committee, the State Transportation Board, State Road and Tollway Authority (SRTA), any other person who will evaluate Proposals and any person identified in Section 1.6.4, regarding the Project, except for communications expressly permitted in this ITP or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Proposer workshop related to the Project. GDOT may, in its sole discretion, disqualify any Proposer engaging in such prohibited communications.

- (e) Any contact by a Proposer determined by GDOT to be improper may result in disqualification of Proposer.
- (f) Written communications regarding the Project will be disseminated from GDOT on GDOT letterhead. The Authorized Representative will sign such communications. Alternatively, the Authorized Representative may communicate via email originating from GDOT's server.
- (g) GDOT will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Authorized Representative.

### **2.2.3 Language and United States Dollar Requirements**

All correspondence regarding the RFP, the Proposal, the DB Documents and all other matters pertaining to this procurement is to be in the English language. If any original documents required for the Proposal are in any other language, Proposer shall provide a certified English translation, which shall take precedence in the event of conflict with the original language. Proposer shall exclusively use United States dollars in its Proposal, except in pre-printed or reference materials. Unless otherwise specified, all references to monetary values shall be in United States dollars. In the evaluation of Proposals, GDOT may choose to disregard any financial figures provided by Proposer in denominations other than United States dollars.

### **2.3 Questions and Responses Regarding the RFP**

Proposers shall be responsible for reviewing the RFP and any Addenda issued by GDOT prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which Proposer fails to understand. Proposers shall submit, and GDOT will respond to, such requests in accordance with this Section 2.3. Any responses to these requests will not be considered part of the DB Documents.

#### **2.3.1 Form of Requests**

Proposers shall deliver any requests to the Authorized Representative via e-mail or certified U.S. mail. GDOT will only consider requests made by Proposers' designated representatives and will not consider telephone or other oral requests. Proposers are responsible for ensuring that requests clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. Requests must include the requestor's name, address, telephone and email address, and Proposer he/she represents. Proposers will be limited to 100 comments/questions with respect to the RFP. If a question has more than one subpart, each subpart will be considered a separate question. Corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP documents will be excluded from the above

numerical limitations. Proposers may submit written comments and questions with respect to the final RFP for discussion during the one-on-one meetings; however, GDOT's response to such comments and questions, if any, will be provided solely as changes to the final RFP in the form of Addenda.

### **2.3.2 Timing of Requests**

Proposers must submit any requests under this Section 2.3 prior to the deadline for such requests in Section 1.4. GDOT is not required to answer any questions submitted by Proposers after this deadline.

### **2.3.3 Responses and Confidential Information**

GDOT's responses to questions submitted under this Section 2.3 will be in writing and GDOT will post these responses on the SharePoint Site to all Proposers, except that GDOT may in its discretion respond individually to those questions identified by a Proposer and deemed by GDOT as containing confidential or proprietary information. GDOT reserves the right to disagree with a Proposer's characterization of the confidentiality of any information it may provide. In the event that GDOT disagrees with a Proposer's characterization regarding confidentiality, GDOT will notify the applicable Proposer and give such Proposer the opportunity to retract the question(s). GDOT may rephrase or consolidate questions as it deems appropriate.

## **2.4 Addenda**

GDOT reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date. Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the SharePoint Site, and Proposers will be notified of the issuance of such Addenda. If any Addendum significantly impacts the RFP, as determined in GDOT's sole discretion, GDOT may change the RFP schedule, including the Proposal Due Date. The announcement of such new schedule will be included in the Addendum. In addition, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

GDOT will not be bound by, and Proposer shall not rely on, any oral communication or representation regarding the RFP documents, or any written communication except to the extent that it is contained in the RFP or in an Addendum to the RFP and is not superseded by a later Addendum to the RFP.

## **2.5 One-on-One Meetings**

GDOT anticipates conducting one-on-one meetings with each Proposer within or around the dates specified in Section 1.4 and may hold additional one-on-one meetings as it deems necessary. FHWA may also participate in the one-on-one meetings. During a one-on-one meeting, a Proposer may, prior to raising a particular matter, request that GDOT treat such matter as confidential or proprietary (including, for

example, matters relating to a potential ATC or the details of a Proposer's potential Price Proposal). GDOT will respond to such request during such one-on-one meeting.

### **2.5.1 Subject Matter of One-on-One Meetings**

The purpose of the one-on-one meetings is to discuss issues and clarifications regarding the RFP. The one-on-one meetings are subject to the following rules:

- (a) The meetings are intended to provide Proposers with a better understanding of the RFP.
- (b) GDOT will not discuss with any Proposer any Proposal other than its own.
- (c) Proposers shall not seek to obtain commitments from GDOT in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- (d) No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers, and no part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.
- (e) GDOT reserves the right to limit the subject matter of one-on-one meetings as it, in its sole discretion, deems appropriate.
- (f) GDOT may, in its sole discretion, request each Proposer to submit in writing a proposed agenda prior to any scheduled one-on-one meeting.

### **2.5.2 Meeting Notice, Confirmation and Agreement**

GDOT shall notify each Proposer in writing of the scheduled time, place, date and duration of any one-on-one meeting. Proposers shall confirm their attendance and identify all participants from Proposer whether attending in person or by phone within five (5) days of receiving this notice.

Proposers participating in one-on-one meetings will be required to sign an agreement addressing, among other things, the procedural details regarding allowed contact with GDOT representatives and Proposer's waiver of protest rights related to these meetings. In order to qualify to attend these meetings, Proposers are required to return an executed version of the agreement at least five (5) days prior to the initial one-on-one meeting.

### **2.5.3 Statements at One-on-One Meetings**

Nothing stated at any one-on-one meeting will modify the ITP or the RFP. Any and all changes to the RFP will be made via an Addendum issued pursuant to Section 2.4.

#### **2.5.4 GDOT Use of One-on-One Meeting Information**

GDOT reserves the right to disclose to all Proposers any issues raised during the one-on-one meetings, except to the extent that GDOT determines, in its sole discretion, such disclosure would reveal confidential or proprietary information (see [Section 2.5](#)).

#### **2.6 Examination of the Request for Proposals Package and Project Site**

GDOT shall permit Proposers to access the Project site to perform limited investigations. Proposers must notify the GDOT Area Office prior to entering the Project site and must follow all applicable state laws including erosion control and traffic control. Proposers are expected to carefully examine the Project site and the complete RFP package before submitting a Proposal.

Each Proposer shall, by submission of a Proposal, be deemed to have made such examination and to have satisfied itself as to the conditions to be encountered in performing the Work under the DB Documents.

#### **2.7 Changes to Proposer's Organization**

Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal, a Proposer's organization as identified in the SOQ must remain intact for the duration of the procurement process, unless otherwise approved in writing by GDOT. This restriction applies to any changes in the following:

- (a) the Participating Members and Major-Non-Participating Members of Proposer;
- (b) the lead individual from each Participating Member and Major Non-Participating Member;
- (c) the project manager for the Lead Contractor;
- (d) the superintendent for the Lead Contractor;
- (e) the lead design engineer for the Lead Engineering Firm; and
- (f) any other key members of Proposer's management team or other individuals that Proposer identified in its SOQ.

If a Proposer wishes to change the organization represented in its SOQ by adding, removing, or substituting any of the individuals listed above, by changing the role of one of these individuals, by changing or adding a Participating Member or Major Non-Participating Member to Proposer team, or by changing the level of participation of one or more Participating Members of its team, Proposer must submit to the Authorized Representative a written request to change its organization no later than the date specified in [Section 1.4](#). If a request is made to allow an addition to the team, including

a new Participating Member or Major Non-Participating Member, Proposer shall submit with its request the information required by the RFQ for the position the proposed individual will fill. If a request is made to allow deletion of one of the individuals listed above, Proposer shall submit such information as GDOT may require to demonstrate that the changed Proposer team is equal to or better than the team shortlisted by GDOT during the RFQ phase of this procurement.

GDOT shall have sole discretion to grant or withhold approval of any requested change and to waive the requirement that Proposer submit such change no later than the date specified in Section 1.4.

### **SECTION 3.0 ALTERNATIVE TECHNICAL CONCEPTS (ATCS) AND PAYMENT FOR WORK PRODUCT**

#### **3.1 Overview and Purpose of ATCs**

This Section 3.1 sets forth a process for pre-Proposal review of ATCs conflicting with the technical requirements for design and construction of the Project, requiring a modification of the Technical Provisions, Technical Documents, studies of the NEPA Approval, or the DB Agreement. This process is intended to allow Proposers to incorporate innovation and creativity into their Proposals, in turn allowing GDOT to consider Proposer's ATC(s) in making the selection decision, to avoid delays and potential conflicts in the design associated with deferring of reviews of ATC(s) to the post-award period, and, ultimately, to obtain the best value for the public.

GDOT has sole discretion to allow or reject any ATC submitted. Any ATC that has been pre-approved may be included in the Proposal, subject to the conditions set forth herein.

If a Proposer is unsure as to whether a concept is consistent with the requirements of the RFP requirements or if that concept would be considered an ATC by GDOT, GDOT suggests that the Proposer present such concept as an ATC.

##### **3.1.1 Limitations on ATCs**

ATCs eligible for consideration hereunder shall be limited to those deviations from the requirements of the as-issued DB Documents that result in performance and quality of the end product that is equal to or better than the performance and quality of the Project on an overall basis without the proposed ATC, as determined by GDOT in its sole discretion.

A concept is not an ATC if, in GDOT's sole judgment, it merely results in lower standards, reduced scope, quantities, performance or reliability.

ATCs that, if implemented, would require further environmental evaluation of the Project may be allowed, provided that Design-Build Team will bear the schedule and cost risk associated with such additional environmental evaluation. If Design-Build Team is not able to obtain the approvals necessary to implement the ATC, Design-Build Team will

be obligated to develop the Project in accordance with existing approvals without additional cost or extension of time.

### 3.1.2 Pre-Proposal Submission of ATCs

Proposer may submit proposed ATCs for review to GDOT's Authorized Representative specified in Section 2.2.1, until the date and time identified in Section 1.4. All ATCs shall be submitted in writing as provided herein, with a cover sheet identifying Proposer and stating "I-85 Express Lanes Project – Confidential ATCs." Proposer shall clearly identify the submittal as a request for review of an ATC under this ITP. If Proposer does not clearly designate its submittal as an ATC, the submission will not be treated as an ATC by GDOT. ATC submittals shall include two hard copies and two electronic copies in PDF on separate disk with a narrative description of the ATC and technical information, including drawings, as described below. Additional paper copies of drawings or roll plots may be requested by GDOT, in its discretion.

Pre-Proposal ATC submissions for ATCs shall include the following:

- (a) Labeling: A sequential ATC number identifying Proposer and the ATC number (multi-part or multi-option ATCs shall be submitted as separate individual ATCs with unique sequential numbers);
- (b) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;
- (c) Usage: The location(s) where and an explanation of how Proposer would use the ATC on the Project;
- (d) Contract Changes: References to the RFP requirements that are inconsistent with the proposed ATC (including proposed redlined changes), an explanation of the nature of the changes from the requirements and a request for approval of such changes and a completed ATC Checklist (Form P). In doing so, Proposer shall clearly identify any design exception required to implement the ATC for GDOT's approval;
- (e) Justification: An analysis justifying Proposer's use of the ATC and why GDOT should allow the deviation, if any, from the RFP requirements;
- (f) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after the Construction Work), environmental impacts (including environmental re-evaluations), construction schedule impacts (including without limitation, on Milestone Deadlines), community impacts (including additional public involvement), safety and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance and operation;

- (g) Cost savings: An estimate and detailed breakdown of any savings that would accrue to GDOT as a result of the ATC;
- (h) Time savings: An estimate of any reduction in the time period necessary to design and construct the Project resulting from implementing the ATC, including a description of the methods Proposer would use, as well as a schedule graphically showing how the ATC will reduce this time period;
- (i) Risks: A description of added risks to GDOT or third parties associated with implementation of the ATC (including, without limitation, with respect to post-construction, operation, maintenance, and tolling, if applicable, of the Project);
- (j) Quality: A description of how the ATC is equal to or better in quality and performance than the RFP requirements;
- (k) Costs: An estimate of the ATC implementation costs to GDOT, Design-Build Team and third parties;
- (l) Operations: Any changes in operation requirements associated with the ATC (including, without limitation, with respect to (i) ease of operation and (ii) post-construction tolling of the Project, if applicable);
- (m) Maintenance: Any changes in the anticipated maintenance requirements (during and post construction) associated with the ATC, including ease of maintenance;
- (n) Anticipated life: Any changes in the anticipated life of the item comprising the ATC;
- (o) Right-of-way: A description of the additional right-of-way (if any) required to implement the ATC;
- (p) Past use: A description of other projects where the ATC has been used, the success of such usage and names and contact information, including phone numbers and email addresses, for project owner representatives that can confirm such statements; and
- (q) Sale of Work Product Under Section 3.8. A statement of whether or not Proposer is prepared to sell its ATCs as part of the Work Product to GDOT in accordance with the terms of Section 3.8 hereof (in the event that such Proposer is not selected as the Apparent Successful Proposer).



## 3.2 GDOT Review of Pre-Proposal Submission of ATCs

### 3.2.1 General

GDOT may request additional information regarding proposed ATCs at any time and will, in each case, endeavor to respond to each Proposer regarding its ATCs within thirty (30) days of receipt of the final submission under Section 3.1.2, provided that GDOT has received all requested information regarding such ATC.

GDOT's responses will be limited to one of the following statements:

- (a) the ATC, as submitted, is acceptable for inclusion in the Proposal;
- (b) the ATC is not acceptable for inclusion in the Proposal;
- (c) the ATC is not acceptable in its present form, but may be acceptable upon the satisfaction, in GDOT's sole discretion, of certain identified conditions which must be met or clarifications or modifications that must be made, including, but not limited to, any required environmental reevaluation related to the ATC, which GDOT may condition upon a GDOT Re-evaluation Period;
- (d) the submittal does not qualify as an ATC but may be included in Proposer's Proposal because it appears to be within the requirements of the RFP; or
- (e) the submittal does not qualify as an ATC and may not be included in the Proposal.

GDOT will make a preliminary determination on whether to approve an ATC for inclusion in the Project, subject to the ATC Proposal Package approval process in Section 3.2.2.

Proposers shall ensure that the final Proposal complies with the requirements of the RFP. Final approval of an ATC will constitute a change in the specific requirements of the DB Documents associated with the approved ATC for that specific Proposer. **Each Proposer, by submission of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to GDOT's determinations regarding acceptability of ATCs for its Proposal or any other submitted Proposal.**

GDOT's rejection of a pre-Proposal submission of an ATC under this Section 3.2.1 will not entitle Proposer to an extension of the Proposal Due Date or the date that the ATCs are due; provided, however, that the foregoing shall not limit GDOT's sole right to modify the Proposal Due Date or any other date in connection with this procurement.

GDOT anticipates that its comments provided to a Proposer will be sufficient to enable Proposer to make any necessary changes to its ATCs. However, if a Proposer wishes additional clarifications regarding necessary changes, Proposer may provide a written request for clarifications under Section 2.3.

### **3.2.2 ATC Proposal Package Process**

Included with Proposer's Technical Proposal, Proposer will submit to GDOT a list of all preliminarily approved ATCs that Proposer has included in its Proposal ("ATC Proposal Package"). Proposer will not be allowed to include any ATC that has not been pre-approved by GDOT.

### **3.3 Incorporation of ATCs into the DB Agreement**

Following selection of the Apparent Successful Proposer, the ATC Proposal Package that was incorporated in the Proposal by the Apparent Successful Proposer shall be incorporated into the DB Documents. If GDOT has pre-approved any ATC by responding that the ATC was acceptable subject to certain conditions being met, including a condition of a GDOT Re-evaluation Period, those conditions will become part of the DB Documents. The DB Documents will be conformed after identification of the Apparent Successful Proposer, but prior to execution of the DB Agreement, to reflect the ATCs contained in the ATC Proposal Package, including any GDOT conditions thereto.

Notwithstanding anything to the contrary herein, if the Apparent Successful Proposer does not comply with one or more GDOT conditions of pre-approval of an ATC in the ATC Proposal Package, including obtaining any necessary third-party approvals, the Apparent Successful Proposer shall comply with the original requirements of the RFP without additional cost or extension of time as set forth in the DB Agreement.

If an Unsuccessful Proposer has indicated that it is prepared to sell an irrevocable license with respect to its ATCs to GDOT in accordance with the terms of Section 3.8 hereof, it is GDOT's intention to acquire such ATCs before or promptly after GDOT's selection of the Apparent Successful Proposer. Following such acquisition, such ATCs may, in GDOT's sole discretion, be presented to the Apparent Successful Proposer for possible inclusion in the Project as a Supplemental Agreement. The Supplemental Agreement will document (i) any change in the DB Contract Sum relating to the ATC Costs (informed by a comparison of the Successful Proposer's cost estimate and the Department's Cost Estimate) and (ii) any schedule adjustments (including, without limitation, to the Project Baseline Schedule and/or Milestone Schedule, as applicable) informed by the related estimated schedule impact as developed by the Successful Proposer and validated by the Department.

### **3.4 Disclosure of ATC Information**

Proposer shall not make any public announcement or disclosure to third parties concerning any ATC until after pre-approval (including conditional pre-approval) has

been obtained. Following pre-approval (including conditional pre-approval), if a Proposer wishes to make any such announcement or disclosure, it must first notify GDOT in writing of its intent to take such action, including details as to date and participants, and obtain GDOT's prior written consent, in GDOT's sole discretion, to do so.

### **3.5 Third Party Approvals**

If implementation of an ATC will require approval by a third party (e.g., a governmental authority), other than Governmental Approvals required for a reevaluation of the environmental document, Proposer will bear the full risk of obtaining any such approvals after award of the DB Documents and submission of data. If any required third-party approval is not subsequently granted with the result that Proposer must comply with the requirements of the original RFP, Proposer will not be entitled to any additional time or money.

### **3.6 GDOT's Right to Modify**

If GDOT determines, based on a proposed ATC or otherwise, that the RFP contains an error, ambiguity or mistake, GDOT reserves the right to modify the RFP through an Addendum to correct the error, ambiguity or mistake, regardless of any impact on a proposed ATC.

### **3.7 Confidentiality of ATC Information**

Pursuant to Section 4.4 and subject to Sections 2.5.4 and 3.4, information discussed and materials submitted at an ATC meeting will be considered confidential by GDOT until the procurement phase of the Project has been completed, subject to Section 3.8 below.

### **3.8 Purchase and Use of Work Product by GDOT**

#### **3.8.1 Purchase of Work Product**

GDOT may, in accordance with this Section 3.8, make certain payments to Unsuccessful Responsive Proposers in consideration for the transfer and assignment to GDOT of proprietary information, trade secrets, techniques, concepts, analyses, approaches, ideas or other intellectual property or work product furnished by Proposers to GDOT during the procurement hereunder (including, without limitation, ATCs) (collectively, "Work Product").

GDOT may make payments to Unsuccessful Responsive Proposers for an irrevocable license with respect to their Work Product as follows:

- (a) GDOT may, after its selection of the Apparent Successful Proposer in accordance with Section 5 below; offer and, if its offer is accepted, make a

payment to each Unsuccessful Proposer to acquire such rights with respect to such Work Product as of such date.

### **3.8.2 Payment Amount, Timing and Work Product Assignments and Assumption**

**3.8.2.1** The purchase price to be paid by GDOT to a Proposer under this Section 3.8 will be the Stipulated Fee amount of \$200,000.

**3.8.2.2** If Proposer is prepared to sell rights with respect to its Work Product to GDOT in accordance with the terms of Section 3.8.1 (in the event that such Proposer is not selected as the Apparent Successful Proposer), Proposer shall deliver to GDOT a duly completed and executed Grant and Assumption of Non-Exclusive Irrevocable License (in the form of Form N) reflecting the Stipulated Fee amount with their Administrative Proposal.

**3.8.2.3** Payments under this Section 3.8 will be made by GDOT to each eligible Proposer as follows:

- (a) in the case the Work Product rights being acquired under Section 3.8.1, prior to or promptly after GDOT's selection of the Apparent Successful Proposer (in accordance with Section 5), provided that Proposer has complied with Section 3.8.2.2; and
- (b) in any other case no later than the forty fifth (45th) day after Proposer and GDOT have each executed a completed Grant and Assumption of Non-Exclusive Irrevocable License (in the form of Form N) reflecting the Stipulated Fee.

**3.8.2.4** In the event that any Proposer that has received payment with respect to rights in its Work Product pursuant to Section 3.8.1 is subsequently awarded the DB Document under Section 6.2.2, such Proposer shall, no later than the date of its execution of the DB Agreement, reimburse GDOT in full for the purchase price paid by GDOT pursuant to Section 3.8.2.3.

### **3.8.3 Use of Work Product**

GDOT shall, at all times following the making of any payment for Work Product rights (including any ATCs rights) under this Section 3.8, have the irrevocable right to use (or permit others to so use on its behalf) such Work Product (including, without limitation, in connection with any DB Agreement awarded for the Project, any subsequent procurement with respect to the Project or any other GDOT project), with no obligation to pay additional compensation to the relevant Proposer in connection with such Work Product. Such use may, at GDOT's sole and exclusive discretion, include the disclosure of such Work Product (including ATCs) to the Apparent Successful Proposer.

### **3.8.4 Foregoing of Payment by Proposer**

Each Proposer has the option to forego payment with respect to rights in its Work Product under this Section 3.8 and to retain all rights with respect to the relevant Work Product. In such an event GDOT will have no right to use such Work Product.

### **3.8.5 Work Product Minimum Requirements**

If a Proposer elects to be eligible for the Payment for Work Product, the Proposer must submit with their Technical Proposal cd(s) or dvd(s) containing all design files, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans and specifications used in the development of the bid and technical proposal.

## **SECTION 4.0 PROPOSAL CONTENT AND SUBMITTAL REQUIREMENTS**

### **4.1 Format**

To facilitate the evaluation of Administrative, Technical, and Price Proposals and to help protect the confidentiality of proprietary information, the Proposal submittal described below shall be submitted in three (3) separate sealed packages.

Unless otherwise specified in this ITP, all written submittals must be prepared on 8-1/2" x 11" white paper. All written submittals, regardless of paper size, must be prepared on white paper and included in the applicable binder. Each section shall have sequentially numbered pages, shall be separated by a divider with a tab, and shall be prepared using no smaller than twelve-point font size, except for tables, which may be prepared using ten point font size. Some of the required documents have specified page limitations, as set forth in Exhibits B, C and D. GDOT may disregard documents not complying with these page limitations. Pages may be printed on two sides, in which event each side shall be considered one page. Printed lines may be single-spaced. Proposers shall not include standard corporate brochures, awards, licenses and marketing materials and GDOT will not evaluate such materials.

### **4.2 Contents and Organization**

Proposers shall clearly index their Administrative, Technical, and Price Proposals using pages with tabs and organize them in the order set forth in this Section 4.2. The Proposal shall contain separately bound and labeled Administrative, Technical, and Price Proposals, each in a separate loose-leaf three ring binder, including the information described in this Section. Proposers may subdivide each Administrative, Technical, and Price Proposal as needed. The electronic submittals (CDs and/or DVDs) shall follow equivalent organizational standards, and shall use a searchable format with appropriate bookmarks.

The first page of each Administrative, Technical, and Price Proposal shall be a page executed by the Proposer that sets forth the specific items Proposer deems confidential, trade secret or proprietary information protected from public disclosure under the Open Government Laws. Each entry shall list the specific statute within the Open Government Laws that Proposer has reasonably determined is exempt from disclosure under Section 50-18-72 of the Code or any other applicable law. The list required under this Section 4.2 is intended to provide input to GDOT as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on GDOT or determinative of any issue relating to confidentiality. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for GDOT to treat the entire Proposal as public information. In no event shall the State, GDOT or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or Proposer team member for the disclosure of all or a portion of a Proposal submitted under this RFP. Additionally, Proposer shall add a "confidential" watermark to all pages that it deems confidential under this paragraph.

If GDOT receives a request for public disclosure of all or any portion of the materials identified as confidential and included in any part of a Proposal, GDOT will promptly notify the applicable Proposer of the request. Proposer may seek a protective order or other appropriate remedy at such Proposer's sole cost and expense. If GDOT determines in good faith that the materials identified as "confidential" are not exempt from the Open Government Laws, GDOT will release the requested information. GDOT shall make the final determination regarding whether the requested information is to be disclosed or withheld.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on GDOT by the Open Government Laws or other applicable law, and the provisions of the Open Government Laws or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

**Please see Exhibit B, Exhibit C, and Exhibit D for special instructions regarding submission of information relating to the Price Proposal.**

#### **4.2.1 Administrative Information**

The Administrative Proposal will contain the components described in Exhibit B, separated and labeled appropriately and organized.

#### **4.2.2 Technical Proposal**

The Technical Proposal will contain the components described in Exhibit C, separated and labeled appropriately and organized.

The Technical Proposal shall be consistent with the requirements in the DB Documents. In drafting the Technical Proposal, Proposers shall use the versions of any manuals, guidelines or specifications, including but not limited to those identified in Volume 3 of the Technical Provisions, in effect at the date of the RFP advertisement.

### 4.2.3 Price Proposal

The Price Proposal shall contain the components described in Exhibit D, separated and labeled appropriately and organized. Any financial statements or updates to financial statements, as required for Proposers acting as a Joint Venture or Partnership, shall be submitted electronically to the extent possible, including links to SEC filings. If hard copies are submitted they must be provided in a separate notebook.

If Proposer is not a Joint Venture or Single Purpose Entity, the Price Proposal should only consist of a sealed envelope containing the required components described in Exhibit D.

### 4.3 Submission of Proposals

Proposers shall submit the following to GDOT:

- (a) One (1) original of each of the Administrative Proposal, the Technical Proposals, and the Price Proposal (each Proposal marked “ORIGINAL”);
- (b) One (1) copy of the Administrative Proposal;
- (c) Six (6) copies of the Technical Proposal;
- (d) One (1) electronic copy of the Price Proposal (Financial Information Only), Administrative, and Technical Proposals in “PDF” and original file format along with all electronic files used to develop the proposal (as defined as part of the Work Product); and
- (e) One (1) electronic copy of the Preliminary Baseline Schedule as described in Exhibit C.

Proposers shall submit and individually label all packages making up its Proposal as follows:

Proposal for the I-85 Express Lanes Project  
Re: Administrative Information; Technical Proposal; Price Proposal

Proposals shall be delivered no later than 2:00 p.m. EST on the Proposal Due Date (as specified in Section 1.4) to:

Georgia Department of Transportation  
One Georgia Center  
19th Floor  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Attn: Rick Merritt

Acknowledgment of receipt of Proposals will be evidenced by the issuance of a receipt by a member of GDOT staff. GDOT will not accept Proposals submitted via facsimile or e-mail.

GDOT will not accept any Proposals delivered after 2:00 p.m. EST on the Proposal Due Date as specified in Section 1.4. Any Proposals received after the specified time on the Proposal Due Date will be rejected and not considered. Proposers are solely responsible for assuring that GDOT receives their Proposals by the specified time on the Proposal Due Date at the address listed above. GDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, delays due to security check-in process, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences beyond the control of GDOT.

#### **4.4 Disclosure of Proposals**

No Proposal shall be made public until the procurement phase of the Project, including any evaluation, one-on-one meetings, negotiations and award, has been completed.

#### **4.5 Validity of Proposals**

Proposals submitted and not withdrawn as of the Proposal Due Date shall be valid for a period of fifty (50) days commencing on the Proposal Due Date. No Proposer shall withdraw its Proposal within the fifty (50) day period, unless notified by GDOT that (i) the DB Documents for the Project will not be awarded by GDOT pursuant to the RFP or (ii) GDOT has awarded the DB Documents to another Proposer, has received the executed DB Documents and other required documents, and does not intend to award the DB Documents to Proposer.

Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the time periods set forth above.

#### **4.6 Proposal Bond**

Each Proposer shall submit a Proposal Bond, as described in Exhibit D and in the form provided in Form D. The Proposal Bond shall be in the amount of 5% of the DB Price Proposal.

#### **4.7 Forfeiture of Proposal Bond**

Each Proposer understands and agrees that if it has submitted and not withdrawn its Proposal as of the Proposal Due Date and (i) withdraws any part or all of its Proposal (without the Consent of GDOT) while the Proposal is valid or (ii) if it is selected at the Apparent Successful Proposer pursuant to Section 6.2 or Section 6.2.2 should refuse or be unable to furnish any commitments made in its Proposal, GDOT shall be entitled to draw on the Proposal Bond in its entirety and Proposer shall not be entitled to the Payment for Work Product.



Proposer acknowledges that the forfeiture of the Proposal Bond constitutes liquidated damages and is not a penalty, and the amount forfeited is fair and reasonable and such payment represents a reasonable estimate of fair compensation to GDOT for the work required to procure the Project and the reputational losses which may accrue.

Subject to Section 6.3.1, GDOT will retain the Proposal Bond for all Proposers until the DB Documents have been fully executed, GDOT has canceled the RFP or the conclusion of the validity period described in Section 4.5; after which GDOT will return the Proposal Bond for each Unsuccessful Proposer, except any Proposal Bond drawn upon by GDOT. Further, GDOT shall return the Proposer Bond to the Apparent Successful Proposer within two (2) Business Days of GDOT's receipt of the Payment and Performance Bonds, in accordance with Section 5.6.

Proposer understands that any material alteration, as determined by GDOT in its sole discretion, of documents specified in this Section 4, the Form of Proposal Bond (Form D), will render the Proposal non-responsive and non-compliant, unless such alteration was authorized by GDOT in writing prior to the Proposal Due Date.

#### **4.8 Cost of Preparing Proposal**

Subject to Section 3.8 and the terms of the Work Product Assignments and Assumption set forth in Form N, the cost of preparing the Proposal and any costs incurred at any time before or during the Proposal process shall be borne by Proposer.

#### **4.9 Compliant Proposal**

Proposer shall submit a Proposal that provides all the information required by the ITP. If the Proposal does not fully comply with these requirements, GDOT may deem the Proposal non-responsive in which case Proposer shall be disqualified. In addition, GDOT may consider Proposals non-responsive and Proposer disqualified for the following reasons:

- (a) If the Proposal is not submitted in the format specified in this ITP, is illegible or is incomplete;
- (b) If the Proposal contains multiple, conditional or alternate Proposals (except as contained in pre-approved ATCs and including conditionally pre-approved ATCs that have been revised to satisfy any conditions to approval) or contains any omission, erasures, alterations, unauthorized additions or other irregularities of any kind; or
- (c) If Proposer is in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

#### **4.10 Insurance Requirements**

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the DB Documents and to take these minimum requirements into account in putting together their Technical Proposal and Price Proposal.

### **SECTION 5.0 EVALUATION PROCESS AND CRITERIA**

Upon GDOT's receipt of the Proposals, GDOT will proceed to review the Proposals using the pass/fail factors set forth in Section 5.1 and to evaluate the Proposals pursuant to the evaluation criteria and processes established in Sections 5.2 and Exhibit E. As set forth in Section 5.4, the evaluation process may, at GDOT's sole discretion, include a request for revised Proposals. GDOT will determine which Proposal is the Apparent Successful Proposer in accordance with the selection process set forth in this Section 5.

GDOT may, in its sole discretion, reject all Proposals or advertise for new Proposals, if, in the judgment of GDOT, the best interests of the public will be promoted by doing so.

#### **5.1 Pass/Fail and Responsiveness Evaluation**

Each Proposal will be reviewed (a) for responsiveness and (b) based on the pass/fail criteria set forth in this Section 5.1. Each Proposer must satisfy each pass/fail requirement set forth in Sections 5.1.2 through 5.1.4 and be deemed to have submitted a responsive Proposal pursuant to Section 5.1.1 in order for GDOT to evaluate it qualitatively under Section 5.2. Proposers are advised that failure to achieve a “pass” rating on any “pass/fail” factor will result in GDOT declaring the Proposal non-responsive and Proposer being disqualified. Prior to making such determination, GDOT may, in its sole discretion, request clarifications of the information submitted in the Proposal (see Section 5.3).

##### **5.1.1 Responsiveness**

Each Proposal will be reviewed for conformance and responsiveness to the requirements set forth in the RFP. Proposers that GDOT determines are non-responsive to the RFP may be excluded from further consideration. Proposers will be advised regarding a determination of non-responsiveness.

##### **5.1.2 Administrative Pass/Fail Requirements**

The Administrative Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements of Exhibit B.

##### **5.1.3 Technical Proposal Pass/Fail Requirements**

The Technical Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements of Exhibit C.

#### **5.1.4 Price Proposal Pass/Fail Requirements**

The Price Proposal will be reviewed for conformance on a pass/fail basis to determine if it meets the requirements below:

- (a) Proposer has delivered a complete, properly executed Proposal Bond that complies with the requirements of Form D;
- (b) The Price Proposal contains each of the submittals required by Exhibit D.

#### **5.2 Proposal Evaluation Criteria and Weighting**

GDOT will evaluate and score each responsive Proposal meeting all of the “pass/fail” qualification requirements in Section 5.1 according to the criteria set forth in Exhibit E. Once GDOT has scored and weighted the Proposals in accordance with Section 5.2.1, GDOT will determine the Apparent Successful Proposer in accordance with Section 5.2.2. The maximum score for a Proposal will be 1000 points, which will be allocated as described below.

##### **5.2.1 Breakdown between Technical and Financial Evaluations**

- (a) Technical Proposal Evaluation Process / Guidelines

Unless otherwise specified in Exhibit E, GDOT will score each Proposal based on the evaluation criteria set forth in Exhibit E using an adjectival (qualitative/descriptive) ratings method, as follows:

Adjective Rating	Percentage of Points Awarded	Description
Excellent	90% - 100%	The Proposal exceeds in a significant manner stated requirements in a beneficial way, providing advantages, benefits or added value to the Project, and provides a consistently outstanding level of quality.
Very Good	80% - 90%	The Proposal exceeds the stated requirements in a beneficial way, providing advantages, benefits or added value to the Project, and offers a significantly better than acceptable quality.
Good	70% - 80%	The Proposal comfortably meets the stated requirements, provides some advantages, benefits or added value to the Project and offers a generally better than acceptable quality.
Fair	50% - 70%	Proposer has demonstrated an approach which is considered to marginally meet stated requirements and meets a minimum level of quality.
Poor	0% - Failing	Proposer has demonstrated an approach which contains significant weaknesses/deficiencies and/or unacceptable quality.

In addition to the adjectival (qualitative/descriptive) ratings set forth above, GDOT may apply a “+” or “-” rating. GDOT will evaluate and assign adjectival/“+” or “-” ratings to the Technical Proposal evaluation criteria listed in Exhibit E, which will be converted to numerical scores based on the percentage ranges as defined in Section 5.2.(a). The sum of the Evaluation Score from Exhibit E Section E.1 will make up the Technical Proposal Score.

(b) Price Proposal Evaluation Process / Guidelines

Each Proposer's Price Proposal Score will be calculated pursuant to Exhibit E Section E.2.

**5.2.2 Best Value Determination**

The determination of Apparent Best Value shall be based on a 1000 point scale and will be computed using the formula provided in Exhibit E Section E.3.

### **5.3 Requests for Clarification**

GDOT may at any time issue one or more Requests for Clarification (RFC) to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Any requests for clarification shall be in writing to Proposer's designated representative. Proposers shall respond to any such requests within two (2) Business Days (or such other time as is specified by GDOT) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, GDOT.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

### **5.4 Request for Proposal Revisions**

GDOT may, at any time after receipt of Proposals and prior to final award, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). If Proposal Revisions are requested, GDOT will follow the requirements described in 23 CFR Part 636. GDOT may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term "Proposal," as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revisions.

### **5.5 Proposal Re-evaluation following Revisions**

Upon receipt of Proposal Revisions pursuant to Section 5.4 above, GDOT will re-evaluate the Proposals as revised in accordance with the methodology described in Section 5.2.

### **5.6 Payment and Performance Bonding Requirements**

On the Effective Date of DB Agreement, Proposer shall, at its option, cause Design-Build Team to deliver to GDOT P&P Bonds in compliance with GDOT Specification 103.05.

## **SECTION 6.0 AGREEMENT AWARD AND EXECUTION**

### **6.1 No Obligation to Award**

GDOT shall be under no obligation to award the DB Documents to any Proposer or to award the DB Documents at all.

## 6.2 Award and Execution

Unless GDOT rejects all Proposals or cancels this procurement, GDOT shall select as the apparent Successful Proposer the Proposer with the apparent Successful Proposal, taking into consideration the evaluation criteria and procedures set forth in Section 5 and Exhibit E. GDOT's selection of apparent Successful Proposer with respect to the DB Documents shall be deemed to have occurred upon public notification of such selection.

Following such selection of apparent Successful Proposer, GDOT and the Apparent Successful Proposer shall finalize the executable versions of the DB Documents, including incorporating pre-approved ATCs, as appropriate, filling in blanks and inserting information that the forms of the DB Documents indicate is required from the Proposal. As part of the finalization process and pursuant to Section 3.8, GDOT may, in its sole discretion, elect to engage with the Apparent Successful Proposer regarding the incorporation of the Unsuccessful Proposers' Work Product (including pre-approved ATCs). By submitting its Proposal, each Proposer commits to enter into the form of DB Documents included in the RFP, without variation, except as provided in this paragraph.

### 6.2.1 Delivery of Drafts, Execution of DB Documents, Etc.

Within twenty (20) days of GDOT's selection of the Apparent Successful Proposer, such Apparent Successful Proposer shall:

- (a) deliver to GDOT specimens of the insurance policies required under the DB Agreement for GDOT's review and approval; and
- (b) if the Successful Proposer is a Joint Venture or Partnership, identify the attorney or law firm that will provide the legal opinions set forth on Form S hereto to be delivered concurrently with GDOT's execution of the DB Agreement and provide a draft opinion letter (consistent with such on Form S) to GDOT for GDOT's approval, not to be unreasonably withheld. Such opinion letter may be rendered by in-house or outside counsel, provided that (i) the organization/authorization/execution opinion shall be provided by an attorney licensed in the state of the formation/organization of the entity for which the opinion is rendered (i.e., Design-Build Team, joint venture member, etc.) and (ii) the qualification to do business in Georgia and the enforceability opinion shall be provided by an attorney licensed in the state of Georgia, provided, however, that the organization/authorization/execution opinion for an entity formed or organized under the laws of the State of Delaware may be issued by an in-house or outside counsel not licensed in Delaware.
- (c) Notify GDOT in writing of the name and address of its agent for service of legal process for this Project. Proposer shall not change this authorized agent without prior written notice to GDOT;

- (d) If applicable, complete the establishment of the single purpose entity for the Project and submit certified copies of the single purpose entity-related documents to GDOT as described in Section 1.12;
- (e) Notify GDOT in writing of Proposer's Federal Internal Revenue Service Employer Identification Number;
- (f) Deliver to GDOT four executed sets of the DB Agreement, together with evidence as to the authority, power, and capacity of the individuals executing the DB Documents to bind Proposer to the DB Documents;
- (g) Deliver to GDOT P&P Bonds meeting the requirements of GDOT Specification 103.05.
- (h) Deliver to GDOT evidence of insurance required to be provided by Design-Build Team under the DB Documents;

Should the successful Proposer fail to comply with any of the requirements in this Section 6.2.1, GDOT shall call upon the successful Proposer Proposal Bond in its entirety, *provided* that Proposer's time period to satisfy the requirements of this Section 6.2.1 shall be extended by the period of delay in Proposer's ability to execute the DB Agreement solely and directly caused by the issuance of a temporary restraining order or other form of injunction by a court with jurisdiction that prohibits prosecution of any portion of the Project.

Proposer acknowledges that the forfeiture of the Proposal Bond constitutes liquidated damages and is not a penalty, and the amount forfeited is fair and reasonable and such payment represents a reasonable estimate of fair compensation to GDOT for the work required to procure the Project and the reputational losses which may accrue.

It is contemplated that GDOT will execute the DB Agreement no later than 30 days after selection of the Apparent Successful Proposer, subject to such Apparent Successful Proposer's compliance with the terms of this Section 6.2.1. GDOT will retain two sets of the executed DB Documents and GDOT will deliver the other two executed sets to Proposer. Concurrently with GDOT's execution of the DB Agreement, the Design-Build Team will provide to GDOT the legal opinion in the form, and from the counsel, previously approved by GDOT. Each of the DB Documents will not be effective until it has been fully executed by all of the parties thereto.

### **6.2.2 Initial Successful Proposer's Failure to Comply**

If the initial Apparent Successful Proposer fails to comply with the requirements of Section 6.2.1, GDOT may (in its sole discretion) award the DB Documents to the Proposer whose Proposal was the next apparent Successful Proposer, re-advertise and complete the work under a different contract, cancel the Project or pursue any other option it chooses.

### **6.3 Reserved**

### **6.4 Debriefing of Unsuccessful Proposers**

GDOT shall debrief Unsuccessful Proposers upon their written request submitted to the Point of Contact no later than thirty (30) calendar days after GDOT's issuance of NTP 1 for the Project. Written requests for debriefing must be submitted within thirty (30) calendar days of the GDOT Design-Build Project award announcement. Email requests are considered acceptable.

GDOT will prepare a summary of the requesting Proposer's relevant evaluation information. GDOT will provide the information in writing to the requesting Proposer within thirty (30) calendar days after GDOT issuance of the Project's NTP 1.

### **6.5 Reserved**

## **SECTION 7.0 NON-RESPONSIVE TECHNICAL PROPOSAL PROCEDURES**

### **7.1 GDOT's Responsibilities**

In the event GDOT deems a Proposer's Technical Proposal non-responsive, GDOT shall, within two (2) business days of such determination, provide each non-responsive Proposer a written explanation as to the reason(s) that their Technical Proposal was deemed non-responsive. An email is considered a proper written notification.

### **7.2 Proposer's Responsibilities**

Upon receipt of GDOT's written explanation, the Proposer shall have five (5) business days to request GDOT reconsider the non-responsiveness determination. The Proposer's request shall be in writing to the Chief Engineer; shall clearly state the reasons the Proposer believes that GDOT's determination is in error; and shall include supporting documentation as the Proposer deems appropriate.

### **7.3 Technical Proposal Resolution**

Upon GDOT's receipt of a Proposer's written request for reconsideration of the non-responsiveness determination, GDOT will respond in writing with a final determination or an estimate of when a final determination will be made within three (3) business days.

### **7.4 Time Frames**

The timeframes included are approximate, and may be modified by GDOT.



## 7.5 Costs and Damages

All costs of a Proposer for requests for GDOT to reconsider the non-responsiveness determination shall be the responsibility of the Proposer and undertaken at the Proposer's expense.

## SECTION 8.0 GDOT'S RIGHTS AND DISCLAIMERS

### 8.1 GDOT's Rights

In connection with this procurement, GDOT reserves to itself all rights (which rights shall be exercisable by GDOT in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- (a) Develop the Project in any manner that it, in its sole discretion, deems necessary. If GDOT does not execute the DB Agreement with Proposer that submitted the apparent Successful Proposal, GDOT may proceed to the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project, or exercise such other rights under the provisions of State law as it deems appropriate;
- (b) Investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by a Proposer, require additional information concerning a Proposer's Proposal, require additional evidence of qualifications to perform the Work, and seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;
- (c) Reject all Proposals;
- (d) Reject any Proposals received for non-responsiveness to or non-compliance with the RFP requirements;
- (e) Issue a new RFP;
- (f) Cancel, modify, or withdraw the RFP in whole or in part at any time prior to the execution of the DB Documents, including adding or deleting Proposer responsibilities contained in the RFP;
- (g) Modify all dates set or projected in the RFP, including this ITP;
- (h) Issue Addenda;
- (i) Disqualify any Proposer who changes its Proposal, members of its team or key personnel without GDOT approval;

- (j) Review DBE Proposals for adequate DBE participation to include review and analysis of the Proposers DBE Plan to ensure that appropriate goal attainment and good faith effort considerations are contained within the Proposer and that those considerations contemplate the utilization of DBE firms throughout the life of the Project in both the preconstruction and construction phases.
- (k) Appoint evaluation committees to review Proposals and seek the assistance of outside technical experts and consultants in evaluating the Proposals;
- (l) Accept and review non-conforming Proposals or seek and receive clarifications or supplements to a Proposal;
- (m) Waive minor irregularities in Proposals. Minor irregularities are defined as those that will not have an adverse effect on GDOT's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers;
- (n) Suspend and terminate the procurement at any time; and/or
- (o) Exercise any other right reserved or afforded to GDOT under this ITP and applicable law.

## 8.2 Disclaimers

The RFP does not commit GDOT to enter into a DB Agreement, nor does it obligate GDOT to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of the DB Documents. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs, except for payments related to the Payment for Work Product.

The execution and performance of the DB Documents pursuant to the RFP is contingent upon sufficient appropriations and authorizations being made by the Georgia General Assembly for performance of the DB Agreement between the successful Proposer and GDOT.

In no event shall GDOT be bound by, or be liable for, any obligations regarding the Work or the Project until such time (if at all) as the DB Documents have been executed, authorized and delivered.

In submitting a Proposal in response to the RFP, Proposer is specifically acknowledging these disclaimers.

**EXHIBIT A**

**Reserved**

## EXHIBIT B

### ADMINISTRATIVE INFORMATION SUBMITTAL REQUIREMENTS

#### **B.1 General Instructions**

This Exhibit B describes the required information and submission format regarding Administrative Information Submittals. Proposers shall submit the administrative information required by this Exhibit B, separated and labeled appropriately. The Administrative Information Submittals shall be limited to the page limitations (if any) specified for that submittal.

#### **B.2 Contents of the Administrative Information Submittals**

Proposers are to provide all information set out in this Exhibit B.

The Administrative Information Submittals shall consist of the following major elements: Proposer information, certifications and documents (including required forms);

##### **B.2.1. Proposer Information, Certifications and Documents**

###### **B.2.1.1 Proposal Letter – Form A**

The Proposal shall include the Proposal Letter (Form A). Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal and the DB Agreement, shall identify its authorized representative(s) and shall include all necessary authorization documents (as requested in the Proposal Letter – Form A).

###### **B.2.1.2 Non-Collusion Affidavit – Form B**

The Proposal shall include Form B, certifying that the Proposal is not the result of and has not been influenced by collusion.

###### **B.2.1.3 Conflict of Interest Disclosure Statement – Form C**

Pursuant to Section 1.6.3, the Proposal shall include a certification on Form C describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

###### **B.2.1.4 Design-Build Price Proposal – Form F**

The Price Proposal shall be submitted per the instructions in Exhibit D.

###### **B.2.1.5 Participating Members, Contractors and Key Personnel Commitment – Form G**

The Proposal shall include a completed Form G confirming the identity, current availability and commitment to the Project of the Participating Members, Major Non-Participating Members and Key Personnel for the Major Non-Participating Members that were listed by Proposer in the SOQ, subsequently approved in writing by GDOT in accordance the procedures set forth in this ITP.

**B.2.1.6 Equal Employment Opportunity Certification – Form H**

The Proposal shall include an executed copy of Form H, regarding participation in contracts subject to federal equal employment opportunity requirements.

**B.2.1.7 Buy America Certification – Form J**

The Proposal shall include an executed copy of Form J, regarding federal “Buy America” requirements.

**B.2.1.8 Use of Contract Funds for Lobbying Certification – Form K**

The Proposal shall include an executed copy of Form K, regarding use of contract funds for lobbying.

**B.2.1.9 Debarment and Suspension Certification – Form L**

The Proposal shall include an executed copy of Form L, regarding debarment and suspension of contractors.

**B.2.1.10 Changes in Proposer’s Organization**

The Proposal shall include a copy of the letter(s) (if any) issued by GDOT approving changes to the composition of Proposer’s team (including additions to a Proposer team) following GDOT’s decision to shortlist Proposer. Such approval is required under Section 2.7 of the ITP. If Proposer includes any such letter(s), it shall also include a brief description (two page maximum) of these changes.

**NO LETTER DELIVERED UNDER THIS SECTION B.2.1.12 SHALL SET FORTH THE ACTUAL AMOUNT OF THE PROPOSED DB CONTRACT SUM, BUT SHALL, IF APPROPRIATE UNDER SECTION 5.6(a)(ii) OF THE ITP, MAKE REFERENCE TO THE “DB CONTRACT SUM AS SET FORTH IN THE PROPOSAL.”**

**B.2.1.11 Draft Single Purpose Entity Corporate Formation Documents**

If Proposer contemplates the creation of one or more single purpose entities as the party to execute the DB Contracts, the Proposal shall include a statement acknowledging that the organizational documents for the single purpose entity(ies) will be provided within 60 days of GDOT’s award pursuant to Section 6.2.1 of the ITP and the Proposal shall include applicable draft documents for such entity.

**B.2.1.12 Executed Copy of Partnering/Consortium Agreement**

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

**B.2.1.13 Work Product Assignment and Assumption – Form N**

If Proposer has indicated, pursuant to Section 3.1.2(g) of the ITP, that it is prepared to sell its Work Product to GDOT in accordance with the terms of Section 3.8 of the ITP (in the event that such Proposer is not selected as the apparent Successful Proposer), such Proposer shall include a completed and executed copy of Form N (Work Product Assignment and Assumption) in its Proposal.

**B.2.1.14 Georgia Immigration Security and Compliance Act Affidavit – Form R**

The Proposal shall include an executed copy of Form R, regarding participation in the Employment Eligibility Verification Program.

**B.3 No DB Contract Sum Information**

**NO PART OF THE ADMINISTRATIVE INFORMATION (INCLUDING, WITHOUT LIMITATION, DELIVERABLES UNDER SECTIONS B.2.1.12 OR B.2.1.13) SHOULD CONTAIN THE PROPOSER'S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.**

## EXHIBIT C

### TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

Proposer shall submit the Technical Proposal in accordance with this Exhibit C. The Technical Proposal shall be separated and labeled appropriately and organized. The Technical Proposal shall be limited to an aggregate of 30 pages, including appendices and exhibits containing required forms, graphs, any matrices and pertinent data. Charts, graphs, figures and matrices may be submitted on 11”X17” sheets. Such 11”X17” sheets will be counted as one page. Proposer may provide charts, graphs, figures and matrices in a legible format 11”X17” or larger to assist in GDOT’s review. Schedules and design drawings will not be counted as part of the aggregate 30 pages. Dividing sheets and tabs will not count toward the maximum page limit, provided they do not include any additional qualitative information about Proposer.

The Technical Proposal shall include the following:

#### **C.1 Preliminary Schedule/Construction Phasing Plan**

- (a) The Preliminary Schedule shall show the overall approach and provide detail activities to the design, construction phasing, planning, scheduling, and execution of the Work, for the period between NTP 1 and Final Acceptance. The Preliminary Schedule shall show in detail the Proposer’s Work activities with all remaining Work being represented by phase level summary activities such that they cumulatively indicate all Work. The schedule shall indicate the milestone dates in Exhibit 9 of the DB Agreement and the critical path to achieve Substantial Completion and Final Acceptance. The Preliminary Schedule shall be in general conformance with the Work Breakdown Structure (through level five (5) or, if subsegments are being used, through level six (6)) provided in Volume 3, Section 2.
- (b) The narrative shall also discuss how the phasing would be accomplished considering all the challenges of the project required to meet the construction phasing plan. A description/discussion of the GDOT submittal review times and consideration for potential multiple reviews to meet the proposed schedule shall also be included.
- (c) The Preliminary Schedule shall be the basis of the development and submittal of the Project Schedule as set forth in Volume 3, Section 2. The Preliminary Schedule shall be created and developed in the allowable programming software as required in Volume 3, Section 2.

#### **C.2 Traffic Control**

The Proposal shall include a description of the construction staging and traffic control and sequencing proposed to accommodate traffic during construction. The construction traffic control shall include the following:

- (a) the overall traffic management and control and sequencing approach;

- (b) conceptual construction staging diagrams (scale: 1 inch = 200 feet) including lane configuration and traffic management of the interstate during the different stages of construction;
- (c) a narrative description of how Proposer intends to schedule and sequence the construction to minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance;
- (d) a brief description of the intended laydown, recycling, staging, disposal and maintenance locations to be used during construction; and
- (e) a description of how the right-of-way and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off and local road damage.

### **C.3 Project Management and Approach**

The general Project management approach shall describe the proposed overall project management organization, identifying participating firms/organizations and individuals. It shall include:

- (a) An organization chart outlining the structure of Proposer's project management organization (including the design, construction, maintenance during construction, and quality sub-organizations) and a description of the roles allocated, responsibilities, interrelation and Work to be accomplished by each member of the management team and each sub-organization, including identified subcontractors and suppliers (at all tiers);
- (b) Information describing how each of the Key Personnel will fit into the organization, including a description of each key person's function and responsibility relative to the Project, and indicating the percent of time that he/she will devote to the project;
- (c) Qualification and experience required for task managers in each sub-organization reporting to the Key Personnel; and
- (d) Information regarding the current and projected workload and backlog of Proposer team (including all Major Non-Participating Members), and a description of Proposer's plan and overall ability to provide the experienced personnel, equipment, and facilities required to successfully complete all aspects of the Project on a timely basis and within any applicable time frames set forth in the DB Agreement and/or the Technical Provisions.
- (e) a description of the management approach for construction, including how design will be integrated with construction, how construction will be coordinated among subcontractors to ensure consistency and quality, and how the Work will be divided and controlled;



- (f) If Proposer’s Participating Members and Major Non-Participating Members have relationships outside this Proposal, the Proposer shall attach to the following two organizational tables:
  - i A table indicating the roles of the Participating Members and Major Non-Participating Members and their shares of ownership of any joint venture entities; and
  - ii A table showing the relationship between any of the Participating Members and Major Non-Participating Members.

### **C.3.2. Internal Organization Systems**

The General Project Management approach shall describe the organizational systems to be used by Proposer, and shall include:

- (a) A detailed description of how Proposer’s team members will work together to provide a unified design, construction, maintenance during construction, and quality approach to all elements of the Work;
- (b) A description of Proposer’s team decision-making process, how internal disputes between team members will be resolved, and how Proposer will avoid adverse impacts to the Project (cost, schedule, or quality) in the event of such disputes;
- (c) A description of the methods to be used to establish lines of communication and documentation within Proposer’s team, including communication among the sub-organizations and management personnel;
- (d) A description of how the quality process will be structured for the Project, and how the quality process will function independently of design, construction, and maintenance during construction; and
- (e) A description of how Proposer intends to interface with GDOT, its consultants, SRTA, SRTA’s consultants and Toll System Integrator, other applicable third parties, and relevant federal, State, and local agencies on all matters including planned transportation and utility infrastructure in the project area.

### **C.3.3. Safety**

The General Project Management approach shall include a description of the preliminary safety plan and how the Proposer plans on promoting and ensuring safety during the term of the DB Agreement.

### **C.3.4. Environmental Management**

The General Project Management approach shall describe the management approach to environmental compliance and permitting. The management approach shall:

- (a) Identify the environmental commitments, permits, potential reevaluations and documentation, necessary to complete the Project;
- (b) Identify potential environmental risk and describe the approach to mitigate, eliminate or reduce those risks.

### C.3.5. Project Management Interview

The Proposer shall participate in a Project Management Interview. This interview shall be conducted after the Proposal due date but prior to Technical Proposal evaluations being complete. No response in the Technical Proposal is required related to this interview. Date and time for the interview will be coordinated with the Proposer and shall comply with ITP Section 1.4. Interviews shall be limited to one (1) hour. Proposers shall bring a maximum of four (4) individuals identified on Form G to the interview. Interview participants shall be limited to personnel identified on Form G.

### C.4 DBE Participation

The DBE Participation section shall describe the Proposers intentions and commitments regarding DBE usage throughout the contract period including:

- (a) Proposer's commitment and good faith effort to achieving or exceeding the proposed DBE goal participation on the project. This commitment shall be shown as a percentage breakdown only and shall not include proposed monetary values associated with each DBE firm;
- (b) Proposers indication and its good faith effort commitment of how they plan to engage DBE firms to promote their involvement on the Project;
- (c) Proposer's indication and its good faith effort commitment of how they plan to utilize DBE firms in the design and construction of the project. Proposer shall identify the area of work for each DBE firm proposed to be utilized. Work areas for engineering shall be designated by GDOT Area Classes and work areas for construction shall be designated by GDOT Work Codes. A full list of GDOT Work Codes is provided below. Proposer shall not simply list proposed DBE firms qualified in various Area Classes or GDOT Work Codes to satisfy this requirement. Proposer shall indicate actual proposed work to be performed by each DBE firm and Work Code or GDOT Area Classes that such work will apply to;
- (d) Proposer's indication and its good faith effort commitment to promoting the use of DBE firms and increasing their exposure on the Project;
- (e) Proposer's indication/commitment to providing monthly and annual summary reports throughout the life of the Project regarding the utilization of DBE firms in a variety of work areas on the Project.

### C.5 Project Differences from Reference Information Documents (RID) (if applicable)

- (a) Proposal shall indicate how their approach to design and construction of the project differs materially from the design indicated in any of the RID. Proposal shall also include Schematic Plans of these differences. Schematic Plans will not count towards the proposals page limit.

**C.6 No DB Contract Sum Information**

**NO PART OF THE TECHNICAL PROPOSAL SHOULD CONTAIN THE PROPOSER'S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.**

## EXHIBIT D

### **PRICE PROPOSAL AND PROPOSAL BOND SUBMITTAL REQUIREMENTS**

Proposer shall submit the Price Proposal in accordance with this Exhibit D. The Price Proposal shall be separated and labeled appropriately and organized.

#### **D.1 General Instructions**

This Exhibit D describes the required information and submission format for the Price Proposal.

Proposer shall submit the information required by this Exhibit D in the format specified herein. Each component of the Price Proposal shall be clearly titled and identified.

All Forms named herein are attached to the ITP. All blank spaces in the Proposal Forms must be filled in as appropriate. No substantive change shall be made in the Proposal Forms.

#### **D.2 Format of Price Proposal**

All financial information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as nominal dollars.

If there are any discrepancies between the hard copy and electronic copy of any non-sealed information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between the sum of the individual line amounts and totals, the individual line amounts will prevail.

Financial Statements and Financial Capacity Information shall be submitted in a separate binder if required.

**ALL OTHER REQUIREMENTS OF VOLUME 3 SHALL BE SUBMITTED IN A SEPARATE SEALED ENVELOPE OR PACKAGE WITH A LABEL CONTAINING ONLY THE NAME OF THE PROPOSER AND “VOLUME 3 - PRICE PROPOSAL”. NO OTHER PART OF THE PROPOSAL SHOULD CONTAIN THE PROPOSER’S PROPOSED DB CONTRACT SUM OR OTHER INFORMATION THAT WOULD ALLOW SUCH DB CONTRACT SUM TO BE CALCULATED.**

#### **D.3 Contents of Price Proposal**

##### **D.3.1. Financial Statements (For Single Purpose Entities or Joint Ventures Only)**

Subject to Section D.3.2(b) below, the Price Proposal shall include electronic financial statements to the extent available for Proposer, the Participating Members, Major Non-Participating Members (if any) and, if applicable, any joint venturers making up the Major Non-Participating Members, for all periods subsequent to those statements previously submitted to GDOT during the procurement process.

These subsequent statements must be audited by a certified public accountant in accordance with U.S. Generally Accepted Accounting Standards (GAAP), International Financial Reporting Standards (IFRS) or accompanied by a letter in the form specified in paragraph (f) below.

Financial statements shall be provided in U.S. Dollars where practicable, but financial statements in other currencies will be allowed if the conversion rates for each exhibit are clearly stated and can be confirmed. If audited financial statements are not available for an Participating Member or Major Non- Participating Member, the Proposal shall include unaudited financials for such member, certified as true, correct and complete by the chief financial officer or treasurer of the entity.

If audited financial statements are not available, the Proposal shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief financial officer or treasurer of the entity.

The financial statements, whether for the most recent completed fiscal year or for the period since the most recent completed fiscal year, must include the following:

- (a) Opinion Letter (Auditor's Report).
- (b) Balance Sheet.
- (c) Income Statement.
- (d) Statement of Changes in Cash Flow.
- (e) Notes to the financial statements.
- (f) If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from the certified public accountant of the applicable entity, addressing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS, and the financial impact thereof. A restatement of the financial information in U.S. GAAP or IFRS is not required.

#### **D.3.2. Other Financial Capacity Information (For Single Purpose Entities or Joint Ventures Only)**

- (a) **Newly Formed Entity** - If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Participating Members and Major Non-Participating Members (if any) and, if applicable, any joint venturers making up the Major Non-Participating Members, shall be sufficient (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements – but shall nonetheless provide sufficient background information on such entity – i.e. organizational, legal, ownership structure, initial funding, purpose, etc.).
- (b) **SEC Filings** - If any other entity for whom financial information is submitted hereby files reports with the Securities and Exchange Commission, then such reports shall be provided through a copy of their annual report on Form 10-K.

Also, for all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K. If any of these reports have previously been submitted to GDOT during the procurement process, they are not required to be resubmitted.

- (c) **Credit Ratings** - Credit ratings must be supplied for Proposer, each Participating Members, each Major Non-Participating Members (if any), each joint venturer making up the Major Non-Participating Members (if applicable) and each Guarantor, to the extent such entities have credit ratings. If no credit ratings exist, include a statement specifying that no credit ratings exist for that entity. If the ratings have been submitted and not changed (and there has not been a change on the rating outlook either, i.e. positive, neutral or negative), there is no need to resubmit.
- (d) **Material Changes in Financial Condition** - A letter from the chief financial officer (“CFO”) or treasurer of Proposer, each Participating Members, each Major Non-Participating Members (if any), each joint venturer making up the Major Non-Participating Members (if applicable) and each Guarantor, in each case providing information on any material changes in financial condition of such entity and, if applicable, its direct or indirect parent entities, since submission of the SOQs and those that are pending. Additionally, Proposers shall be required to provide updated financial information following the Proposal Due Date as long as the dissemination of such information is permitted by law.

At the discretion of GDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the periods between submission of the SOQs and the most recent completed periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

The following list identifies certain items that GDOT would consider a material change in financial condition. **This list is intended to be indicative only.**

List of Indicative Material Changes:

- An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the

- affected entity.
- A downward change in tangible net worth of 10% of shareholder equity.
  - A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity.
  - A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity.
  - Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed loan stipulations, or additional credit support from shareholders or other third parties.
  - The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 200 positions or involving the disposition of assets exceeding 10% of the then shareholder equity.
  - Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the SOQs or may be pending for the next reporting period.
- (e) **Letter of Parent Company Support** - Where a Participating Member or Major Non-Participating Member of a Proposer team is a subsidiary of another company, provide a letter from the parent company, signed by a parent company officer, confirming their intention to support the subsidiary's participation in the Project. This letter must clearly state that the parent company will provide the financial support and human resources needed by the subsidiary to successfully carry out the Project.
- (f) **Off-Balance Sheet Liabilities** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying all material off balance sheet liabilities; and
- (g) **Non-recourse financing** - A letter from the CFO, treasurer or certified public accountant for each entity for which financial information is submitted, identifying the amount of non-recourse financing on the balance sheet.

The information required under this Section D.3.2 shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Participating Member).

### **D.3.3. Proposal Bond – Form D**

The Price Proposal shall include a properly executed Proposal Bond in the amount described in Section 4.6 of the ITP and in the form provided in Form D (Form of Proposal Bond).

### **D.3.4. DBE Certification and Program Description – Form I**

The Proposal shall include an executed copy of Form I confirming, among other things, that Proposer will make a good faith effort to obtain DBE commitments equal to or exceeding the DBE participation goal in Section 1.8.

The Proposal shall also include a commitments list for the project as specified in Form I.

### **D.3.5. DB Contract Sum Information**

The price proposal submission including, without limitation, completed Form F).

The Proposal shall include the completed Section A and Section B of Form F with respect to the DB Schedule of Values and DB Contract Sum, as described in this Section and Form F itself.

## **D.4 DB Price Proposal Score Calculation**

Proposer shall indicate its proposed DB Schedule of Values and DB Contract Sum on Form F. Such DB Contract Sum shall include all DB team costs and expenses.

Proposer's DB Contract Sum amount will be used to calculate Proposer's Price Proposal score under Section 5.2 of the ITP and Exhibit E, Section E.2.

## **D.5 Verification**

Each Proposer shall satisfy itself as to the costs and tax consequences of entering into a DB Agreement. GDOT makes no representations or warranties, express or implied, and assumes no liability whatsoever, with respect to costs or the consequences of federal or state income tax treatment of Design-Build team under the DB Agreement.



## EXHIBIT E

### EVALUATION CRITERIA AND WEIGHTING

The maximum score for a Proposal will be 1000 points. This will be split as 75% Price Proposal and 25% Technical Proposal. Breakdowns and calculations for the Price and Technical Proposal scoring is described below.

#### **E.1 Technical Proposal Evaluation Criteria (Maximum 250 Points):**

##### **E.1.1. Technical Proposal Scoring Formula**

GDOT will score the technical proposals using the following formula:

Technical Proposal Score =  $\Sigma$  Individual Section Technical Proposal Scores

Where:

Maximum Technical Proposal Score = 1000 (maximum total Proposal score) x 25%

##### **E.1.2. Technical Proposal Evaluation Sections:**

The following are the areas and maximums available points for each area that will be evaluated as part of the Technical Proposal Scoring.

<b>Section</b>	<b>Maximum Score</b>
Detailed Project Schedule	110
Traffic Control	50
Project Management and Approach	70
DBE Participation	20
Total Score	250

##### **E.1.2.1 Schedule Evaluation Criteria (Maximum 110 Points)**

- (a) Opening the I-85 Express Lanes in an expedited manner is a goal of GDOT's for this project.
- (b) The likelihood that the Proposer will meet or complete within all milestone dates in Exhibit 9 of the DB Agreement. The DB Team allocates resources needed to meet or exceed the Project requirements and contains the time frame required for completion of all design and construction work. The schedule shall include all GDOT submittal review periods as required in the Technical Provisions.

- (c) The proposed construction phasing plan minimizes the overall Design Build Phase time and meets or exceeds the Project requirements of the DB Agreement and thus ensures an aggressive but **realistic** time frame for the required completion of all design and construction work.
- (d) The overall schedule contemplates the many critical milestone dates and components of the Work and provides an aggressive but **realistic** early opening to traffic.
- (e) The schedule provides earlier turnover of Toll Infrastructure items.
- (f) The Design-Build Team submitting the most aggressive, but **realistic** schedule will be awarded the maximum points. All other team's scores will be determined through a ratio of the proposer duration compared to the most aggressive realistic schedule. Schedules submitted identifying a completion date past the requirements of Exhibit 9 will be awarded zero (0) points. The schedule calculation will be completed as shown below:

$$\text{Schedule Score} = \left( \frac{\text{Schedule Duration}_{\text{Most Aggressive Schedule Duration}}}{\text{Duration}_{\text{Respective Proposer's Schedule Duration}}} \div \text{Schedule Duration}_{\text{Respective Proposer's Schedule Duration}} \right) * \text{Maximum Schedule Score}$$

- (g) If the Proposer's Schedule contains any of the following that Proposer will be awarded zero (0) points.
  - i An excess of five (5) % of the schedule contains. Logic errors are those not meeting the schedule requirements of Volume 3, Section 2;
  - ii Missing any Milestone Dates as specified in Exhibit 9, Milestone Dates that are combined should be explained in the narrative;
  - iii Missing major construction activities, ex: bridge, widening section, grading, etc...;
  - iv Major activity durations are not realistic, ex: all grading completed in one (1) day. For activity durations that are condensed as compared to typical construction practices, Proposer should explain construction activity in detail in the narrative.

See Section C.1 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

#### **E.1.2.2 Traffic Control Evaluation (Maximum 50 Points)**

- (a) The degree to which Proposer's preliminary Traffic Management Plan utilizes an effective strategy to minimize the impacts to corridor motorists with Maintenance of Traffic (MOT) and any lane or shoulder closures required.
- (b) The degree to which the Proposer utilizes innovative technologies to minimize impacts to the traveling public.

- (c) The degree to which the Proposer commits to establishing interim completion dates for early opening of the auxiliary lanes. Such proposed interim completion dates shall be added to the Exhibit 9 in the executed version of the contract.

See Section C.2 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

### **E.1.3. Project Management and Approach Evaluation Criteria (Maximum 70 Points)**

- (a) The extent to which Proposer has demonstrated clear lines of responsibility, appropriate personnel and well defined roles that respond to the Project obligations, including an efficient and effective interface between: (a) the design and construction, and maintenance during construction; and (b) Proposer and GDOT, SRTA, other governmental entities, utility agency owners, stakeholders and the public during construction.
- (b) The degree to which Proposer has a well-defined approach to ensuring a safe work site.
- (c) The degree to which Proposer has a well-defined approach to environmental management.
- (d) The degree to which the Proposer works as a team to address and respond to interview questions.

See Section C.3 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

### **E.1.4. DBE Participation Evaluation (Maximum 20 Points)**

- (a) The Proposers indication and good faith effort that they will meet or exceed the DBE goal established for the project as set forth on Form I. This will be scored on a pass/fail basis. Proposers not proposing to meet the DBE goal will be considered non-responsive.
- (b) The Proposers indication how they will engage DBE firms to promote DBE involvement on the project.
- (c) The Proposers will receive up to five (5) points for utilizing DBE firms over the course of the contract period and not solely after NTP 3. DBE firm usage during design shall be primarily considered for engineering, but shall also be considered for construction management related activities. For the purposes of this evaluation the contract shall be considered in 6 month increments. The usage of a DBE firm in a 6 month increment shall be awarded one (1) point. For example using a DBE firm in the first 6 months of the project will be awarded one (1) point. Using that same DBE firm or another DBE firm in months 7-12 will be awarded one (1) point. Usage of a DBE firm at any time during the 6 month increment shall be considered to achieve this threshold. Proposers are not required to meet any specific increments and each increment shall be evaluated separately through the first five (5) increments.

- (d) The Proposers indication how they will achieve the DBE goal on the project for by utilizing multiple DBE firms in a variety of methods. Proposers are advised that using multiple DBE firms to perform the same service for different portions of the contract will not be considered a variety of methods. For engineering a variety of methods will be evaluated based on the proposed DBE firm usage of a variety of GDOT Area Classes. For construction a variety of methods will be evaluated based on the proposed DBE firm usage for a variety of GDOT Work Codes. Proposes shall receive points based on the table below for DBE usage:

Work Codes / Area Classes Proposed	Points Awarded
0	0
1-10	5
11-15	10
16+	15

See Section C.4 for details regarding the specific information concerning this factor to be submitted as part of the Technical Proposal Submittal Requirements.

**E.2 Price Proposal (Maximum 750 Points)**

GDOT will score the DB Contract Sum in accordance with the following formula:

$$\text{Price Proposal Score} = \left( \frac{\text{Price Proposal}_{\text{Lowest Price Proposal}}}{\text{Price Proposal}_{\text{Respective Proposer's Price Proposal}}} \right) * \text{Maximum Price Proposal Score}$$

Where:

Maximum Price Proposal Score = one thousand (1000) (maximum total Proposal score) x 75%

**E.3 Proposal Scoring (Maximum 1000 Points)**

GDOT will combine the Technical Proposal (**described in E.1**) and Price Proposal (**described in E.2**) Scores using the following formula:

$$\text{Proposal Score} = \text{Technical Proposal Score} + \text{Price Proposal Score}$$

**EXHIBIT F**

**RESERVED**

**EXHIBIT G**

**LIST OF GDOT PROJECT TEAM**

- HNTB Corporation
- ATKINS
- URS Corporation

EXHIBIT H

**LIST OF REFERENCE INFORMATION DOCUMENTS**

<b>RID or RFP List Title</b>	<b>Proposed RID Documents</b>	<b><i>Date Issued</i></b>
RID	Costing Plans	2/13/2015
RID	Approved Soil Survey	2/13/2015
RID	Approved Pavement Design	2/13/2015
RID	Approved Pavement Evaluation	2/13/2015
RID	Approved Design Exception for Outside Shoulder Width	2/13/2015
RID	Approved Design Exception for Sag Curves	2/13/2015
RID	Draft Design Exception for Inside Shoulder Width	2/13/2015
RID	Microstation Design Files	2/13/2015
RID	Draft Concept Report	2/13/2015
RID	Draft Environmental Commitments List	2/13/2015
RID	Old BFIs	2/13/2015
RID	I-85 HOV to HOT Conversion Microstation and As-Builts	2/13/2015
RID	SR 324/Gravel Springs Road Interchange Plans	2/13/2015
RFP	GDOT Shelf, Supplemental, and Reference Specifications/Special Provisions	2/13/2015
RFP/RID	MOUs and Preliminary Utility Routing Reports	2/13/2015
RFP	Attachment 16-1 Managed Lane Signing	2/13/2015
RFP	Attachment 17-2 Roll Plots	2/13/2015
RFP	Attachment 21-2 Typical Toll System Site Drawings (A thru I)	2/13/2015
RFP	Attachment 21-4 Site Acceptance Checklist	2/13/2015
RID	Approved Concept Report	2/25/2015
RID	Additional Microstation Files	2/25/2015
RID	Additional InRoads Files (Updated on (3/12/2015))	2/25/2015
RID	MS4 Information	2/25/2015
RID	Noise Study	2/25/2015
RID	Existing I-85 Plans	2/25/2015
RID	Survey Control Package	2/25/2015
RID	Reference Aerials	2/25/2015
RID	Traffic Report and Traffic Data	3/26/2015
RID	Updated Q&A Spreadsheet	3/26/2015
RFP/RID	Amendment #1 (Clean Version, Tracked Changes Version, and Tracked Changes Log)	3/26/2015
RID	ETC Scope of Work as part of contract with SRTA	4/02/2015
RFP/RID	Amendment #2 (Clean Version, Tracked Changes Version, and Tracked Changes Log)	4/14/2015

<b>RID or RFP List Title</b>	<b>Proposed RID Documents</b>	<b>Date Issued</b>
RID	Approved CE	4/14/2015
RID	ITP Forms (MS Word document format)	4/14/2015
RID	Updated Costing Plans (Cross Sections)	4/14/2015
RID	Inspection Reports from the Highway Maintenance Management System	4/14/2015
RFP/RID	Amendment #3 (Clean Version, Tracked Changes Version, and Tracked Changes Log)	5/15/2015
RID	GDOT Detail S-4B - Construction Details Shoulder Paving and Surfacing under Guardrail (Interstates and Freeways)	5/15/2015
RID	Updated Q&A Spreadsheet	5/15/2015
RID	Updated Q&A Spreadsheet	5/29/2015
RFP/RID	Amendment #4 (Clean Version, Tracked Changes Version, and Tracked Changes Log)	5/29/2015
RID	Gwinnett County and Georgia Transmission Corporation UAPRR (Utility Adjustment Preliminary Routing Report)	5/29/2015
RID	Updated Q&A Spreadsheet	6/4/2015
RFP/RID	Amendment #5 (Clean Version, Tracked Changes Version, and Tracked Changes Log)	6/4/2015



<b>RID or RFP List Title</b>	<b>Proposed RID Documents</b>	<b><i>Date Issued</i></b>

FORM A  
Proposal Letter

PROPOSER: \_\_\_\_\_

Proposal Date: \_\_\_\_\_, 201\_\_

Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308

The undersigned (“**Proposer**”) submits this proposal (this “**Proposal**”) in response to that certain Request for Proposals (the “**RFP**”) issued by the Georgia Department of Transportation (“**GDOT**”), an agency of the State of Georgia, dated January 9, 2015, as amended, to develop the I-85 Express Lanes Project (the “**Project**”), as more specifically described herein and in the documents provided with the RFP. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP.

In consideration for GDOT supplying us, at our request, with the RFP and agreeing to examine and consider this Proposal, the undersigned undertakes [jointly and severally] ***[if Proposer is a joint venture or association other than a corporation, limited liability company or a partnership, leave in the words “jointly and severally,” otherwise delete]***:

a) to keep this Proposal open for acceptance for a period of fifty (50) days without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without first obtaining the prior written consent of GDOT, in GDOT’s sole discretion; and

b) to provide security (including bonds and insurance) for the due performance of the Design Build Agreement (the “**DB Agreement**”) as stipulated therein.

If selected by GDOT, Proposer agrees to: (a) enter into the DB Agreement and satisfy all other conditions to award of the DB Agreement as set forth in Section 6 of the Instructions to Proposers (“**ITP**”) included in the RFP; and (b) perform its obligations as set forth in the DB Agreement, including compliance with all commitments contained in this Proposal.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following Proposal components:

- Administrative Information Submittals;
- Technical Proposal; and
- Price Proposal

Proposer acknowledges receipt, understanding and full consideration of the following:

- ***[list any addenda to the RFP and sets of questions and answers by dates and numbers]***

Proposer certifies the following: the Proposal is submitted without reservation, qualification, assumptions or conditions; Proposer has carefully examined and is fully familiar with all of the RFP documents and is satisfied that the RFP documents provide sufficient detail regarding the intended "Design-Build Team's" obligations and do not contain internal inconsistencies; Proposer has carefully checked all the words, figures and statements in the Proposal; Proposer has conducted such other field investigations and additional design development as is prudent and reasonable in preparing this Proposal; Proposer has requested clarification or interpretation with respect to any perceived deficiency in or omission from the RFP documents or other documents provided by GDOT; and Proposer has notified GDOT of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to GDOT by Proposer are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal and Proposal forms. Proposer agrees that such Statement of Qualifications, except as modified by the enclosed Proposal and Proposal forms, is incorporated as if fully set forth herein.

Proposer understands that GDOT is not bound to award the DB Agreement to the Proposer submitting the Proposal with the lowest proposed bid, the highest scoring Proposal, or any Proposal GDOT may receive.

Except for any payment for Work Product paid to Proposer in accordance with the ITP and the separate Contractual Services Certification, Proposer further understands that all costs and expenses incurred by it in preparing this Proposal and participating in the RFP process will be borne solely by the Proposer.

Proposer agrees that GDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal.

The Proposal shall be governed by and construed in all respects according to the laws of the State of Georgia.

Proposer's business address:

---

(No.) (Street) (Floor or Suite)

---

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: \_\_\_\_\_

*[insert appropriate signature block from following pages]*

1. Sample signature block for corporation or limited liability company:

*[Insert the Proposer's name]*

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

Print Name: \_\_\_\_\_

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

2. Sample signature block for partnership or joint venture:

*[Insert the Proposer's name]*

By: *[Insert general partner's or member's name]*

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

Print Name: \_\_\_\_\_

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

*[Add signatures of additional general partners or members as appropriate]*

3. Sample signature block for attorney in fact:

*[Insert the Proposer's name]*

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

Print Name: \_\_\_\_\_

Attorney in Fact

ADDITIONAL REQUIREMENTS FOR SINGLE PURPOSE ENTITIES AND JOINT VENTURES ONLY:

- A. If the Proposer is a corporation, enter the state or country of incorporation in addition to the business address. If the Proposer is a partnership, enter the state or country of formation. If the Proposer is a limited liability company, enter the state or country of organization.
- B. Describe in detail the legal and organizational structures of the entity making the Proposal.
1. Provide a table or tables showing the legal and organizational structure of the anticipated Design-Build Team and any Major Non-Participating Members entity. This table shall describe the role of all Participating Members, Major Non-Participating Members, and Contractors.
  2. If the Proposer (or any member, partner or joint venturer of the Proposer) is a corporation or includes a corporation as a joint venturer, partner or member, provide articles of incorporation and bylaws for the Proposer and each corporation certified by an appropriate individual.
  3. If the Proposer (or any member, partner or joint venturer of the Proposer) is a partnership or includes a partnership as a joint venturer, partner or member, attach full names and addresses of all partners and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each general partner (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.
  4. If the Proposer (or any member, partner or joint venturer of the Proposer) is a joint venture or includes a joint venture as a joint venturer, partner or member, attach the full names and addresses of all joint venturers and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each joint venturer (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture) certified by an appropriate individual.
  5. If the Proposer (or any member, partner or joint venturer of the Proposer) is a limited liability company or includes a limited liability company as a joint venturer, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, provide the incorporation, formation and organizational documentation for the Proposer and each member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture) certified by an appropriate individual. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Proposal and validity thereof, if the Proposer is a corporation, it shall provide evidence in the form of a

resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a partnership, such evidence shall be in the form of a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, in each case, certified by an appropriate officer of the general partner. If the Proposer is a limited liability company, such evidence shall be in the form of a limited liability company resolution and a managing member(s) resolution providing such authorization, certified by an appropriate officer of the managing member(s). If there is no managing member, each member shall provide the foregoing information. If the Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venturer, certified by an appropriate officer of such joint venturer. If the Proposer is a joint venture or a partnership, the Proposal must be executed by all joint venture members or all general partners, as applicable.

- D. The Proposer's partnership agreement, limited liability company operating agreement, and joint venture agreement, as applicable, must include an express provision satisfactory to GDOT, in its sole discretion, stating that, in the event of a dispute between or among joint venturers, partners or members, as applicable, no joint venturer, partner or member, as applicable, shall be entitled to stop, hinder or delay work on the Project. Proposers shall submit the applicable agreement to GDOT and identify on a cover page where in the agreement the provision can be found.

**FORM B**

**Non-Collusion Affidavit\***

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned, being first duly sworn, deposes and says that:

- A. \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or a sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to secure any advantage against GDOT or anyone interested in the proposed DB Agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data regarding the price or other terms of any other Proposal, until after award of the DB Agreement or rejection of all Proposals and cancellation of the Request for Proposals.

\* Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

*[signature page follows]*

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

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

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_.

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, joint venture members, Participating Members and Major Non-Participating Members.]*



**FORM C**

**Conflict of Interest Disclosure Statement**

Proposer's Name: \_\_\_\_\_ ("Proposer")

Proposer's attention is directed to Section 1.6.3 of the ITP regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate on any Proposer's team for the I-85 Express Lanes Project (the "**Project**") because of their work with GDOT in connection with the Project procurement.\*

\* Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

**1. Required Disclosure of Conflicts**

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Participating Members, Major Non-Participating Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

For any facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Participating Members, Major Non-Participating Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP, the Proposer shall disclose (a) any current contractual relationships with GDOT, (b) any past, present, or planned contractual or employment relationships with any officer or employee of GDOT, and (c) any other circumstances that might be considered to create a financial interest in the contract by any GDOT member, officer or employee, officer or employee if Proposer is awarded the DB Agreement. Proposer shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Proposer shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

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**2. Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

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**3. Certification**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_, 201\_  
Date

FORM D

Form of Proposal Bond

Bond No. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS**, that the \_\_\_\_\_, as Principal and \_\_\_\_\_, as Surety or as Co-Sureties, each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Georgia, are hereby jointly and severally held and firmly bound unto the Georgia Department of Transportation (“GDOT”), in the sum of **XXXXXXXXX United States Dollars (US \$XXX,XXX,XXX)** (the “Bonded Sum”), the payment of which we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal is herewith submitting its Proposal to design and build the I-85 Express Lanes Project (the “**Project**”), which Proposal is incorporated herein by this reference and has been submitted pursuant to GDOT’s Request for Proposals dated as January 9, 2015 (as amended or supplemented, the “RFP”);

**NOW, THEREFORE**, the condition of this bond is such that, upon occurrence of any of the events set forth below in subsections (a)-(c), then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to GDOT as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the “Co-Sureties”) of notice of such forfeiture from GDOT:

- (a) Principal's receipt of written notice from GDOT that either (i) GDOT will not award the DB Agreement for the Project pursuant to the RFP, or (ii) GDOT has awarded the DB Agreement for the Project, has received the executed DB Agreement and other required documents and does not intend to award the DB Agreement to the Principal;
- (b) Principal’s performance of all of its obligations under the RFP in connection with award of the DB Agreement; or
- (c) Failure of GDOT to award the DB Agreement to the Principal within Fifty (50) days after the Proposal Due Date.

If the Principal shall (i) fail to promptly and properly fully satisfy on a timely basis the conditions for release set forth in (b) above (including, without limitation, any failure to comply on a timely basis with the terms of Section 5.6 of the Instructions to Proposers within the RFP (the “ITP”)) or (i) withdraw its Proposal in a manner that is not permitted by the ITP, the Principal and the Surety or Co-Sureties hereby agree to pay to GDOT the full Bonded Sum herein above set forth, as liquidated damages and not as a penalty, within ten (10) days after such failure.

In accordance with Section 5.6 of the ITP, GDOT shall return this bond to the Principal following GDOT's receipt from Principal of conforming Payment and Performance Bonds.

The following terms and conditions shall apply with respect to this bond:

1. If suit is brought on this bond by GDOT and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by GDOT in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

2. Any extension(s) of the time for award of the DB Agreement that Principal may be granted in accordance with the ITP or otherwise, shall be subject to the reasonable approval of Surety or Co-Sureties.

3. The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that Obligee will have no obligation to deal with multiple sureties hereunder. All correspondence from Obligee to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The Co-Sureties also agree to designate a single agent for service of process with respect to any actions on this Bond, which agent shall either be (a) a natural person or (b) a corporation qualified to act as an agent for service of process under Georgia law. The designated representative and agent for service of process may be changed only by delivery of written notice (by personal delivery or by certified mail, return receipt requested) to Obligee designating a single new representative and/or agent, signed by all of the Co-Sureties. The initial representative shall be:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[name and address]

and the initial agent for service of process shall be:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[name and address]

**SIGNED and SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Principal

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

\_\_\_\_\_  
Co-Surety

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

Attorney in Fact

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

\_\_\_\_\_  
Co-Surety

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

Attorney in Fact

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

\_\_\_\_\_  
Co-Surety

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

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

**FORM E**  
**RESERVED**



**FORM F**  
**Design-Build Price Proposal**

Proposer Name: \_\_\_\_\_

Proposer shall complete the required fields of Section A and Section B below. The Activities listed in Section A below are intended to be example or potential Activities. Actual activities anticipated to be used should be entered into the Schedule of Values below.

See Exhibit D, Section D.5 for additional explanation and requirements.

**A. Design-Build Schedule of Values**

<b>Activity Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
Design	N/A	N/A	N/A	N/A
• Concept	LS	1	\$	\$
• Survey	LS	1	\$	\$
• Preliminary	LS	1	\$	\$
• Utility Coordination	LS	1	\$	\$
• Roadway and Drainage	LS	1	\$	\$
• Wall	LS	1	\$	\$
• ITS	LS	1	\$	\$
• Toll Design	LS	1	\$	\$
• Erosion Control	LS	1	\$	\$
• Environmental Coordination	LS	1	\$	\$
• Subsurface Utility Engineering	LS	1	\$	\$
• Geotechnical	LS	1	\$	\$
• Design Management	LS	1	\$	\$
Sum of Design Activities				
Construction	N/A	N/A	N/A	N/A
• Training Hours	HR	20,000	\$	\$
• Bonds	LS	1	\$	\$
• Mobilization	LS	1	\$	\$
• Field Office	LS	1	\$	\$
• Traffic Control	LS	1	\$	\$
• Erosion Control	LS	1	\$	\$
• Grading	LS	1	\$	\$
• Base and Paving	LS	1	\$	\$
• Guardrail/Fencing	LS	1	\$	\$
• Barrier Wall	LS	1	\$	\$
• Box Culverts	LS	1	\$	\$
• Bridges	LS	1	\$	\$
• Retaining Walls	LS	1	\$	\$
• Sound Barrier Walls	LS	1	\$	\$
• Striping	LS	1	\$	\$
• Lighting	LS	1	\$	\$
• ITS	LS	1	\$	\$
• Utility Relocations	LS	1	\$	\$
Sum of Construction Activities				\$
Sum of Schedule of Values				\$

**B. Design-Build Contract Sum**

Pay Item #	Description	Unit	Quantity	Total Price
999-2010	Design Complete:	LS	1	
999-2015	Construction Complete:	LS	1	
<b>DB Contract Sum:</b>				

Proposer shall indicate its proposed DB Contract Sum on this Form F. Such DB Contract Sum shall include all Design-Build Team costs and expense. DB Contract Sum total value shall equal the Sum of the Schedule of Values.

**Date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Design-Build team:**

\_\_\_\_\_

**Vender No. :**

\_\_\_\_\_

**FORM G**

**Form of Participating Members, Major Non-Participating Member, Contractors and Key Personnel Commitment**

Proposer's Name: \_\_\_\_\_ (the "Proposer")

Proposer hereby commits that, if awarded the I-85 Express Lanes Project (the "**Project**"), the Proposer will use the entities and individuals listed below for their stated positions and that, to the extent within the Proposer's control, such entities and individuals will be available to fulfill their Project-related responsibilities.

**Participating Member:** \_\_\_\_\_

**Participating Member:** \_\_\_\_\_

**Participating Member:** \_\_\_\_\_

**Lead Contractor:** \_\_\_\_\_

- **Project Manager:** \_\_\_\_\_
- **Superintendent:** \_\_\_\_\_

**Lead Engineering Firm:** \_\_\_\_\_

- **Lead Design Engineer:** \_\_\_\_\_

**Key Personnel:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**FORM H**  
**Equal Employment Opportunity Certification**

*[To be executed by the Proposer, Participating Members, Major Non-Participating Members and proposed Contractors]*

The undersigned certifies on behalf of \_\_\_\_\_, that:  
(Name of entity making certification)

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: \_\_\_\_\_

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

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

If not Proposer, relationship to Proposer: \_\_\_\_\_

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause. Contracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers, Participating Members, Major Non-Participating Members or proposed Contractors who have participated in a previous contract subject to the Executive Orders and have not filed the required reports shall note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM I**

**DBE Certification**

**DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS**

The following overall statewide goal for participation by DBEs is established for professional services and construction work:

**DBE**

**14% of the overall Project design and construction costs, with respect to the race conscious participation by the Design-Build Team.**

**DBE Certification**

By signing below, the Proposer certifies that (1) Design-Build Team will provide a good faith effort to meet the goal; and (2) Design-Build Team will direct its efforts toward the utilization of DBE firms in both design and construction components of the Project, (3) DB Team will submit a DBE Commitments List meeting the requirements set forth in Attachment 6 to Exhibit 8 to the DB Agreement, (4) DB Team will submit monthly and annual summary reports of the DBE goal attainment on the Project, identifying the components of the Project on which DBE firms are/have been utilized See page 2 of this form for Commitments List requirements.

Failure to submit the DBE Commitments List will be considered a breach of the requirements of the RFP. As a result, the Proposal Bond provided by the Proposer will become property of GDOT and the Proposer will be precluded from participating in any reprocurment of the DB Agreement for the Project.

\_\_\_\_\_  
[name]

\_\_\_\_\_  
[title]

The DBE firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the certified DBE firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

Vender Number	Company Name and Address (City and State)	Type of Work	*Work Code	Race Neutral	Race Conscious	Amount
	ABC Oil Company Atlanta, GA	Diesel Fuel Supplier				\$80,000.00 0 (60%= \$48,000.00)

\* For Departmental use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

**PLEASE NOTE:** For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established “regular dealer” in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.

**FORM J**

**Buy America Certification**

The undersigned Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following:

- a. Proposer shall comply with the Federal Highway Administration (“FHWA”) Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the DB Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the design-build contract price.
- b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this certification be investigated, Proposer has the burden of proof to establish that it is in compliance.
- c. At Proposer’s request, GDOT may, but is not obligated to, seek a waiver of Buy America requirements from FHWA if grounds for the waiver exist. However, Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by GDOT.

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

Signature: \_\_\_\_\_

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

Proposer’s Name: \_\_\_\_\_

## FORM K

### Use of Contract Funds for Lobbying Certification

The undersigned Proposer certifies on behalf of itself and all contractors (at all tiers) the following:

1. The Proposer certifies, to the best of its 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) received by Proposer under the RFP or DB Agreement 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 any 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, and shall include a copy of said form in its proposal or bid, or submit it with the executed DB Agreement or any or Subcontract.
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. Proposer 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.
4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.



[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

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

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**FORM L**

**Debarment and Suspension Certification**

The undersigned Proposer certifies on behalf of itself, and all Participating Members, Major Non-Participating Members and Contractors identified by such Proposer as of the date hereof, as follows:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a 3-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;
- c. 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 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, State or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.

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

Proposer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**FORM M**  
**RESERVED**

**FORM N**  
**Grant and Assumption of Non-Exclusive Irrevocable License  
and Right to Use Work Product**

**THIS GRANT AND ASSUMPTION OF NON-EXCLUSIVE IRREVOCABLE LICENSE AND RIGHT TO USE WORK PRODUCT AGREEMENT** (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Georgia Department of Transportation, an agency of the State of Georgia (“GDOT”), and [\_\_\_\_\_] (“Proposer”).\*

\* Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

**WITNESSETH**

**WHEREAS**, Proposer was invited to submit a detailed proposal in response to the RFP for the I-85 Express Lanes Project (the “**Project**”); and

**WHEREAS**, in connection with the submittal of such detailed proposal, Proposer provided GDOT with proprietary information, trade secrets, techniques, concepts, analyses, approaches, ideas or other intellectual property or work product (which work product may have included, without limitation, ATCs) (collectively, the “Work Product”); and

***[Parties to indicate the applicability of Recital Form y by initialing where indicated]:***

***(Recital Form y)***

\_\_\_\_\_  
(initial)                  \_\_\_\_\_  
(initial)

**WHEREAS**, GDOT has made, or will shortly make, its selection of the apparent Successful Proposer in accordance with Section 5 of ITP, and desires to make payment for the non-exclusive, irrevocable right to use Proposer’s Work Product as of the date of selection of the apparent Successful Proposal; and

**WHEREAS**, Proposer has elected to receive the GDOT Stipulated Fee amount GDOT’s non-exclusive, irrevocable license and right to use such Work Product (the “Work Product Payment”), hereto;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are acknowledged by the parties, the parties agree as follows:

**1. GDOT’s Rights to and in Proposer’s Work Product.** Subject to Section 2 below, Proposer hereby conveys to GDOT a non-exclusive, irrevocable license and right to use

Proposer's Work Product hereto, which conveyance includes, without restriction or limitation, the right of GDOT to use (or permit others to so use on its behalf) such Work Product (including, without limitation, in connection with any DB Agreement awarded for the Project, any subsequent procurement with respect to the Project or any other GDOT project), with no obligation to pay additional compensation to Proposer in connection with such Work Product. Such use may, at GDOT's sole and exclusive discretion, include the disclosure of such Work Product (including ATCs) to the apparent Successful Proposer, if applicable. In receiving such non-exclusive, irrevocable license and right to use Proposer's Work Product, GDOT is deemed to similarly be entitled to a non-exclusive, irrevocable license and right to use all Work Product rights, copyrights, patents, trade secrets, trademarks, and service marks in Proposer's Work Product, and Proposer agrees that it will, at the request of GDOT, execute all papers and perform all other acts that may be necessary to ensure that GDOT's rights, title and interest in Proposer's Work Product are protected. The rights conferred herein to GDOT include, without limitation, GDOT's ability to use Proposer's Work Product without the obligation to notify or seek permission from Proposer.

**2. Condition to Effectiveness.** The rights and obligations of GDOT and Proposer under this Agreement, shall irrevocably vest upon the date that the Work Product Payment is made by GDOT to Proposer.

**3. Indemnity.** Subject to the limitation contained below in this Section 3, Proposer will, at its own expense, indemnify, protect and hold harmless GDOT and its agents, directors, officers, employees, representatives and contractors from all claims, costs, expenses, liabilities, demands, or suits at law or equity ("Claims") of, by or in favor of or awarded to any third party arising in whole or in part from: (a) any intellectual property infringement claim or other challenge to the rights of GDOT or its assignees to use the Work Product or (b) any breach of any of Proposer's obligations under this Agreement. This indemnity will not apply with respect to any Claims caused by or resulting from the sole negligence or willful misconduct of GDOT, or its agents, directors, officers, employees, representatives or contractors.

GDOT recognizes that the Work Product licensed pursuant to this Agreement is preliminary in nature and that any third party making subsequent use of such Work Product likely will need to modify, develop and advance such Work Product. The indemnity provided in Section 3(a) above shall not extend to any such third party modification, development or advancement, but shall rather be limited to the rights in the Work Product granted hereunder.

**4. Assignment.** Proposer will not assign this Agreement without GDOT's prior written consent, which consent may be given or withheld in GDOT's sole discretion. Any assignment of this Agreement without such consent will be null and void.

**5. Authority to Enter into this Agreement.** By executing this Agreement, Proposer specifically represents and warrants that it has the authority to convey to GDOT a non-exclusive, irrevocable license and right to use Proposer's Work Product, including, but not limited to, any rights that might have been vested in team members, subcontractors, consultants or anyone else who may have contributed to the development of Proposer's Work Product, free and clear of all liens, claims and encumbrances.

**6. Miscellaneous.**

6.1. Proposer and GDOT agree that Proposer, its team members, and their respective employees are not agents of GDOT as a result of this Agreement.

6.2. This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

6.3. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Georgia, validity of the remaining portions or provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

6.4. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered as of the day and year first above written.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Insert Proposer's Name]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FORM O**  
**Reserved**

**FORM P**

**ATC Checklist**

The DB Team shall check mark in the appropriate box for each item. Any box left incomplete will cause a resubmittal of the ATC. If "Change Required" box is checked the DB Team shall provide a description of the change or deviation from the NEPA Approval, Technical Provisions (Volume 2, Volume 3 and their respective attachments), Technical Documents (Volume 3 Manuals), and the DBA Volume 1 requirements.

**[See following pages]**



<b>NEPA Study Impacts</b>				
<b>No.</b>	<b>Area</b>	<b>No Change Required</b>	<b>Change Required</b>	<b>If change required, provide a brief description of the proposed change.</b>
1	Purpose and Need			
2	Project Termini			
3	Property Acquisition			
4	Historic and Archeological			
5	Parklands and Other 4 (f) Resources			
6	Air Quality			
7	Noise			
8	Hazardous Materials			
9	Water Resources/Water Quality			
10	Indirect and Cumulative Impacts			
11	Change in Selection of Preferred Alternative			
12	Environmentally Sensitive Areas			
13	Environmental Justice			
14	Operations			
15	Visual-Aesthetics			
16	Permits			
17	Environmental Commitments (Green sheet)			
<b>DB Contract – Volumes 2 and/or 3</b>		<b>No Change Required</b>	<b>Change Required</b>	<b>If change required, provide a brief description of the proposed change.</b>
1	Section 1- General			
2	Section 2- Project Management			
3	Section 3- Public Information and Communications			
4	Section 4- Environmental			

5	Section 6- Utilities			
6	Section 7- Right of Way			
7	Section 8- Geotechnical			
8	Section 9- Surveying and Mapping			
9	Section 10- Grading			
10	Section 11- Roadway			
11	Section 12- Drainage			
12	Section 13- Structures			
13	Section 14- Rail			
14	Section 15- Landscape and Hardscape Enhancements			
15	Section 16- Signing, Pavement Marking, Signalization			
16	Section 17- ITS			
17	Section 18- Traffic Control			
18	Section 19- Maintenance			
19	Section 20- Bicycle and Pedestrian Facilities			
20	Section 21- Tolling			
21	Section 22- Operations			
22	Section 23-Submittals			
23	Any related Attachments			
<b>Design Exceptions and Variances</b>		<b>No</b>	<b>Yes</b>	<b>Description of each Design Exception or Variance</b>
1	Does the ATC require any Design Exceptions?			
2	Does the ATC require any Design Variances?			
<b>Volume 3 Manuals (list any Manuals which require changes including section number)</b>		<b>No Change Required</b>	<b>Change Required</b>	<b>If change required, provide a brief description of the proposed change.</b>


**FORM Q  
RESERVED**

FORM R

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name:

Design-Build Agreement for the [Insert Project Name] Project (the “Project”)

Name of Contracting Entity: \_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,<sup>1</sup> in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV/E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE

\_\_\_\_\_  
<sup>1</sup> or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify Information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_

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

[NOTARY SEAL]

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

List of states that verify immigration status prior to issuance of a driver's license or I.D. card and only issue to persons lawfully present in the United States, as required by O.C.G.A Section 13-10-91(b)(5).

**Compliant**

Alabama  
Arizona  
Arkansas  
California  
Colorado  
Connecticut  
Delaware  
Florida  
Georgia  
Hawaii  
Indiana  
Iowa  
Kansas  
Kentucky  
Louisiana  
Maine  
Michigan  
Minnesota  
Mississippi  
Missouri  
Montana  
Nebraska  
Nevada  
New Hampshire  
North Carolina  
North Dakota  
Ohio  
Oklahoma  
Oregon  
Pennsylvania  
South Carolina  
South Dakota  
Tennessee  
Texas  
Vermont  
Virginia

West Virginia  
Wisconsin  
Wyoming

**Non-Compliant**

Alaska  
Idaho  
Illinois  
New Jersey  
New Mexico  
New York  
Rhode Island  
Utah  
Washington

**Compliance Verification Pending**

Maryland  
Massachusetts



FORM S  
Opinion of Counsel

[Letterhead of independent law firm or in-house counsel – See Section 6.2.1 of the ITP for legal counsel requirements- If applicable]

Mr. Matthew Cline  
Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, Georgia 30308

**Re:** Design-Build Agreement for the [Insert Project Name] Project (the “**Project**”)

Dear Mr. Cline,

This letter is provided with regard to the Design-Build Agreement dated as of \_\_\_\_\_, 201X (the “DB Agreement”), by and between the Georgia Department of Transportation (“**GDOT**”), an agency of the State of Georgia, and \_\_\_\_\_ (the “Design-Build Team”) for the [Insert Project Name] Project (the “**Project**”).

*[Describe relationship to Design-Build Team and its joint venture members, general partners, members, as applicable, and any other entities whose approval is required in order to authorize execution of the DB Agreement.]*

[This letter is provided to you pursuant to Section 6.2.1 of the Instructions to Proposers of that certain Request for Proposals issued by GDOT on [\_\_\_\_\_], 201X, as amended.]

In giving this opinion, we have examined \_\_\_\_\_. We have also considered such questions of law and we have examined such documents and instruments and certificates of public officials and individuals who participated in the procurement process as we have deemed necessary or advisable. *[if a certificate is used/obtained from Design-Build Team, such certificate shall also run in favor of GDOT, and shall be attached to the opinion]*

In giving this opinion, we have assumed that all items submitted to us or reviewed by us are genuine, accurate and complete, and if not originals, are true and correct copies of originals, and that all signatures on such items are genuine.

Subject to the foregoing, we are of the opinion that:

1. [opinion regarding organization/formation and existence of Design-Build Team and that Design-Build Team has corporate power to own its properties and assets, carry on its business, enter into the DB Agreement and to perform its obligations under the DB Agreement] *[if Design-Build Team is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]*

2. [opinion regarding good standing and qualification to do business in the state of Georgia for Design-Build Team] *[if Design-Build Team is a partnership/joint venture, these opinions are also required for each of its joint venture members and general partners]*

3. [opinion that the DB Agreement have been duly authorized by all necessary corporate action on the part of Design-Build Team and the DB Agreement have been duly executed and delivered by Design-Build Team] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the first and second “Design-Build Team”]*

4. [opinion that the DB Agreement constitute a legal, valid and binding obligation of Design-Build Team enforceable against Design-Build Team in accordance with its terms] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the second “Design-Build Team”]*

5. [opinion that all required approvals have been obtained with respect to execution, delivery and performance of the DB Agreement; and that the DB Agreement do not conflict with any agreements to which Design-Build Team is a party *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners are a party”]* or with any orders, judgments or decrees by which Design-Build Team is bound *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners are bound”]*

6. [opinion that execution, delivery and performance of all obligations by Design-Build Team under the DB Agreement do not conflict with, and are authorized by, the articles of incorporation and bylaws of Design-Build Team *[if Design-Build Team is a partnership, replace “articles of incorporation and bylaws” with “partnership agreement and (if applicable) certificate of limited partnership”; if Design-Build Team is a joint venture, replace “articles of incorporation and bylaws” with “joint venture agreement”; if Design-Build Team is a limited liability company, replace “articles of incorporation and bylaws” with “operating agreement and certificate of formation”]*

7. [opinion that execution and delivery by Design-Build Team of the DB Agreement do not, and Design-Build Team’s performance of its obligations under the DB Agreement will not, violate any current statute, rule or regulation applicable to Design-Build Team or to transactions of the type contemplated by the DB Agreement]

8. [opinion that the Design-Build Team Agreements (as applicable) have been duly authorized by all necessary corporate action on the part of Design-Build Team and such agreements have been duly executed and delivered by Design-Build Team] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the first and second “Design-Build Team”]*

9. [opinion that the Design-Build Team Agreements constitute legal, valid and binding obligations of Design-Build Team enforceable against Design-Build Team in accordance with their terms] *[if Design-Build Team is a partnership/joint venture, add: “and its joint venture members/general partners” after the second “Design-Build Team”]*

**FORM T**

**Drug Free Workplace**

STATE OF \_\_\_\_\_ )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned, being first duly sworn, deposes and says that:

\_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal.

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with (Contractor's name)\_\_\_\_\_, \_\_\_\_\_ (Subcontractor's name)\_\_\_\_\_ certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance

*[signature page follows]*

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

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

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_.

*[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members, joint venture members, Participating Members and Major Non-Participating Members.]*

**DESIGN-BUILD AGREEMENT  
FOR  
I-85 Express Lanes PROJECT  
PI No. 110600**

**Between**

**Georgia Department of Transportation,**

**State of Georgia**

**and**

\_\_\_\_\_,  
a \_\_\_\_\_

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**DESIGN-BUILD AGREEMENT  
FOR PROJECT**

This Design and Build Agreement for the I-85 Express Lanes Project (this “Agreement”, or “DB Agreement” or the “DBA”) is entered into and effective as of \_\_\_\_\_, 2015 by and between the Georgia Department of Transportation (“GDOT”), an agency of the State of Georgia, and \_\_\_\_\_, a \_\_\_\_\_ (“DB Team”).

**R E C I T A L S**

A. Pursuant to Section 32-2-81, et seq. of the Official Code of Georgia Annotated (the “Code”), GDOT is authorized to “combine any or all of the environmental services, utility relocation services, right of way services, design services, and construction phases of a public road or other transportation purpose project into a single contract using a design-build procedure.”

B. Pursuant to Section 32-2-81 of the Code, “the term ‘design-build procedure’ means a method of contracting under which the department contracts with another party for the party to both design and build the structures, facilities, systems, and other items specified in the contract.” GDOT may use the design-build procedure for buildings, bridges and approaches, rail corridors, technology deployments, and limited or controlled access projects or projects that may be constructed within existing rights of way where the scope of work can be clearly defined or when a significant savings in project delivery time can be attained.

C. Pursuant to the provisions of the Code and Chapter 672-18 of the Rules of the State Department of Transportation (the “Rules”), GDOT issued a Request for Qualifications (“RFQ”) on December 12, 2014, as amended, requesting submittals of a Statement of Qualifications (“SOQ”) from respondents desiring to develop the I-85 Express Lanes (the “Project”) through a Design-Build Agreement.

D. GDOT received ( ) responsive SOQ by January 23, 2015, and subsequently Shortlisted or qualified ( ) responsive Proposers.

E. On February 13, 2015, GDOT issued to the shortlisted Proposers a Request for Proposals (“RFP”) with respect to the Project.

F. On \_\_\_\_\_, 2015, GDOT received responses to the RFP, including the response of \_\_\_\_\_ on behalf of DB Team (the “Proposal”).

G. As part of the RFP, GDOT required that Shortlisted Proposers commit to entering into a DB Agreement with GDOT for the design and construction of the Project.

H. An RFP Technical Review Committee comprised of GDOT staff determined the DB Team was the Proposer which best met the selection criteria contained in the RFP.

NOW, THEREFORE, in consideration of the Work to be performed by DB Team, and DB Team’s financing obligations with respect thereto, the foregoing premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

**Article 1      DEFINITIONS; DB DOCUMENTS; ORDER OF PRECEDENCE;  
PRINCIPAL PROJECT DOCUMENTS**

**1.1      Abbreviations and Definitions**

Abbreviations and definitions for certain terms used in this Agreement and the other DB Documents are contained in Exhibit 1.

**1.2      DB Documents; Order of Precedence**

Each of the DB Documents is an essential part of the agreement between the Parties. The DB Documents are intended to be complementary and to be read together with this Agreement, as a complete agreement. Each of the DB Documents (other than this Agreement) is hereby expressly incorporated herein by reference.

**1.2.1** Subject to Article 1.2.2, in the event of any conflict, ambiguity or inconsistency among the DB Documents, the order of precedence, from highest to lowest, shall be as follows:

**1.2.1.1** Supplemental Agreements and Agreement amendments, and all exhibits, riders, and attachments thereto;

**1.2.1.2** The Agreement (also referred to as Volume 1) and all exhibits thereto (other than Exhibit 2);

**1.2.1.3** Volume 2 “Technical Provisions for DB Agreement” amendments, and all exhibits and attachments to such amendments;

**1.2.1.4** Volume 2 “Technical Provisions for DB Agreement”, and all exhibits and attachments to the Technical Provisions;

**1.2.1.5** Volume 3 “Programmatic Technical Provisions for DB Agreement” amendments, and all exhibits and attachments to such amendments;

**1.2.1.6** Volume 3 “Programmatic Technical Provisions for DB Agreement”, and all exhibits and attachments thereto;

**1.2.1.7** Volume 3 “Manuals (Technical Documents) amendments; provided that GDOT in its sole discretion may designate that such amendments or portions thereof take precedence over the Technical Provisions to the extent provided in Articles 7.2.5;

**1.2.1.8** Volume 3 Manuals (Technical Documents);

**1.2.1.9** DB Team’s Proposal commitments set forth in Exhibit 2 hereto, including DB Team’s schematic plan of the Project, to the extent specified in Exhibit 2 that certain provisions therein shall supersede the specified provisions of the other DB Documents. Moreover, if the Proposal, including DB Team’s schematic plan, includes statements, offers, terms, concepts or designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the other DB Documents or to perform services or meet standards in addition to or better than those otherwise required, or otherwise contains terms or designs which are more advantageous to GDOT than the requirements of the other DB Documents, as reasonably determined by GDOT, then DB Team’s obligations hereunder shall

include compliance with all such statements, offers, terms, concepts and designs, which shall have the priority of Agreement amendments (Article 1.2.1.1) and Technical Provisions amendments (Article 1.2.1.3), as applicable.

**1.2.2** If the DB Documents contain differing provisions on the same subject matter, the provisions that establish the higher quality manner or method of performing the Work or use more stringent standards will prevail. Additional details in a lower priority DB Document shall be given effect except to the extent they irreconcilably conflict with requirements, provisions and practices contained in the higher priority DB Document. If the DB Documents contain differing provisions on the same subject matter that cannot be reconciled by applying the foregoing rules, then the provisions (whether setting forth performance or prescriptive requirements) contained in the document of higher order of precedence shall prevail over the provisions (whether setting forth performance or prescriptive requirements) contained in the document of lower order of precedence.

**1.2.3** Where there is an irreconcilable conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project set forth in one or more manual(s) or publication(s) referenced within a DB Document or set of DB Documents with the same order of priority (including within documents referenced therein), the standard, criterion, requirement, condition, procedure, specification or other provision offering higher quality or better performance will apply, unless GDOT in its sole discretion accepts otherwise in writing. If there is an irreconcilable conflict between manuals or publications referenced in DB Document of differing priorities, the order of precedence set forth in Article 1.2.1 will apply. If either Party becomes aware of any such conflict, it shall promptly notify the other party of the conflict in writing. GDOT shall issue a written determination respecting which of the conflicting items is to apply promptly after it becomes aware of any such conflict.

### **1.3 Order of Precedence of Project Management Plan**

In the event of any conflict, ambiguity or inconsistency between the Project Management Plan and any of the DB Documents, the latter shall take precedence and control.

### **1.4 Reserved**

### **1.5 Reference Information Documents**

**1.5.1** DB Team acknowledges that GDOT has provided and disclosed to DB Team the Reference Information Documents (“RID”). The RID are not mandatory or binding on DB Team. DB Team is not entitled to rely on the RID as presenting design, engineering, operating or maintenance solutions or other direction, means or methods for complying with the requirements of the DB Documents, Governmental Approvals or Law.

**1.5.2** Except as expressly set forth herein, DB Team acknowledges that GDOT neither represents nor warrants that the information contained in the RID is complete or accurate or that such information is in conformity with the requirements of the DB Documents, Governmental Approvals or Laws, and GDOT is not responsible or liable in any respect for any causes of action, claims or Losses whatsoever suffered by any DB Team-Related Entity by reason of any use of information contained in, or any action or forbearance in reliance on, the RID.

## Article 2 GRANT OF AUTHORITY AND RIGHT OF WAY

### 2.1 Grant of Authority for Undertaking

**2.1.1** GDOT hereby grants to DB Team the revocable right, and DB Team accepts the obligation, to design and construct (including any maintenance obligations during such period as required pursuant to the DB Documents) the Project in accordance with the requirements of this Agreement and the other DB Documents.

### 2.2 Right of Way; Construction Easement; Ownership

**2.2.1** The Project shall be constructed on and within the property as identified in the NEPA Approval and any amendment thereto (the “Property”). GDOT shall be responsible to provide DB Team with access rights to the Property, together with the Existing Right of Way and Required Right of Way as set forth below.

**2.2.1.1** Upon the terms and conditions of this Agreement, including as set forth in this Article 2.2, and subject to the terms and conditions of the DB Documents, as of the date of the Agreement or such other date as shall be mutually agreed upon in writing by GDOT and DB Team (the “Effective Date”), GDOT shall and does, subject to and upon issuance of the written notice to DB Team authorizing DB Team to proceed with the portion of the Work described in Article 3.3.1.1 (“NTP 1”):

(a) Grant to DB Team a non-exclusive right of access, ingress and egress to all real property comprising the Existing Right of Way as more particularly described and designated in Exhibit 4, subject to the exclusions and reservations set forth in this Agreement, in accordance with the terms described in the DB Documents, and

(b) as and to the extent that GDOT, has acquired a right of access or interest in any property as described and designated in Exhibit 4, grant a non-exclusive right of access, ingress and egress to the real property described therein.

**2.2.1.2** GDOT and DB Team acknowledge and agree that GDOT is and shall remain throughout the Term the sole owner of fee title to the Property.

**2.2.1.3** GDOT has reserved the right to enter upon, possess, control and utilize the Property with or without payment of compensation to DB Team.

**2.2.1.4** GDOT has granted, and has further reserved the right to grant, to other parties utility and other permits and easements and modifications thereto and rights of use to the Property subject to the limitations of the DB Documents.

**2.2.2** All Required Right of Way, as established in and designated within Exhibit 4, and Additional Properties, meaning those parcels or portions of property proposed by DB Team in addition to the Right of Way, including (if applicable) with respect to an accepted Alternative Technical Concept (“ATC”) or otherwise contiguous to the Property and to be used for Project or in connection with the construction thereof, as expressly designated as “Additional Properties” within the Right of Way Acquisition Plan, other than temporary interests in property for Project Specific Locations, shall be acquired in the name of GDOT.

**2.2.3** DB Team represents that it has reviewed the Existing Right of Way and Required Right of Way, together with the scheduled delivery dates for the Required Right of Way and confirmed that the access rights to the property and timing for the grant of such rights as identified therein are sufficient and complete so as to allow DB Team access to all areas of the Property as required for the performance and completion of the Work. DB Team shall give written notice to GDOT, setting forth with specificity the legal description of any Additional Properties, within ten (10) days of DB Team’s determination of such need.

**2.2.3.1** GDOT shall exercise the powers of condemnation when required to complete the acquisition of Additional Properties, including through the, subject to this Article 2.2.3, Section 7 of the Technical Provisions, and all applicable Laws relating to such acquisition, including the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646, as amended (the “Uniform Act”).

**2.2.3.2** Except as provided in this Article 2.2.3, DB Team shall be responsible for all costs, expenses, and delays associated with acquiring all Additional Properties under this Agreement, including (a) the cost of acquisition services and document preparation, (b) the cost of condemnation proceedings required by the Office of the Georgia Attorney General, through jury trials and appeals, including attorneys’ and expert witness fees, and all fees and expenses for exhibits, transcripts, photos and other documents and materials production, (c) the purchase prices, court awards or judgments, for all parcels required for the Project or the Work, (d) the cost of permanent or temporary acquisition of leases, easement and other interests in real property, including for drainage, temporary work space, lay down areas, material storage areas, earthwork borrow sites, and any other convenience of DB Team, (e) the cost of permitting, (f) closing costs associated with parcel purchases, in accordance with the Uniform Act and GDOT policies, and (g) relocation assistance payments and costs, in accordance with the Uniform Act. If GDOT incurs any such costs and expenses on DB Team’s behalf, GDOT may submit any invoices for such costs and expenses to DB Team, in which case DB Team shall pay the invoices within thirty (30) days of DB Team’s receipt of such invoices. As a condition precedent to GDOT exercising its condemnation powers and the Office of Georgia Attorney General initiating any condemnation proceedings with respect to a parcel, DB Team shall pay to GDOT the estimated amount of the costs of the condemnation proceedings, including the required monetary court deposit associated with such parcel and estimated attorneys’ fees. If GDOT pays any such costs and expenses on DB Team’s behalf, DB Team shall reimburse GDOT within thirty (30) days of DB Team’s receipt of an invoice therefor. Other than excess amounts, if any, remaining after such condemnation proceedings, which shall be returned to DB Team, DB Team shall not be entitled to payment or reimbursement for any costs or expenses as set forth in this Article, nor shall such costs or expenses be included on account of any Compensation Event.

**2.2.3.3** Except as otherwise authorized by Law for temporary Project Specific Locations, GDOT (a) shall not be obligated to exercise its power of eminent domain in connection with DB Team’s acquisition of any such temporary right or interest, nor shall (b) have any obligations or responsibilities with respect to the acquisition, maintenance or disposition of such temporary rights or interests.

**2.2.3.4** Except for GDOT’s failure to deliver such portion of the Required Right of Way, exclusive of Additional Properties, as required pursuant to this Article 2.2, and solely to the extent (a) any such delay in delivery of access to any portion of the Required Right of Way (i) results in a GDOT-Caused Delay which constitutes a Relief Event, (ii) is as a result of

a GDOT Change, as described in Article 14, or (b) this Agreement expressly otherwise provides for a Relief Event and/or Compensation Event on account thereof, DB Team shall be solely responsible for all costs and delay associated therewith. Further, DB Team shall be solely responsible for all costs and delay associated with the acquisition of any Additional Properties.

### **Article 3 CONTRACT TIME**

#### **3.1 Term of Agreement**

**3.1.1** This Agreement shall remain in effect until Final Acceptance, subject to the survival of all such obligations as expressly provided herein, including without limitation, any warranty periods (the “Term”); provided that this Agreement shall be subject to earlier termination in accordance with the terms of this Agreement and the DB Documents.

#### **3.2 Project Schedule**

**3.2.1** As a material consideration for entering into this Agreement, DB Team hereby commits, and GDOT is relying upon DB Team’s commitment, to develop, design and fully construct the Project in accordance with the milestones and time periods set forth in this Agreement and the other DB Documents, including without limitation, in the Technical Provisions, the Project Schedule and Milestone Schedule Deadlines, subject only to delays caused by Relief Events specifically provided hereunder. The time limitations set forth for DB Team’s performance of its covenants and obligations as required pursuant to the DB Documents, including without limitation performance of the Work as required pursuant to the Milestone Schedule Deadlines and Project Schedule, are of the essence, and except where this Agreement expressly provides for extension of time due to a Relief Event or allows delay subject to payment of Liquidated Damages or other compensation to GDOT, DB Team waives any right at law or in equity to tender or complete performance beyond the applicable time period, or to require GDOT to accept such performance. All references to days shall mean Calendar Days unless otherwise specified.

#### **3.3 Contract Time, Date of Commencement, and Notice to Proceed**

**3.3.1** DB Team’s time period for completion of the Work is the period from the Effective Date through the Maintenance Acceptance Date, as may be adjusted for any Relief Event as expressly provided in the Agreement (the “Contract Time”). All Work shall be performed in accordance with the Milestone Schedule attached as Exhibit 9, provided or updated from the Technical Proposal Preliminary Schedule Submittal, as stated in Article 3.3.2.

**3.3.1.1** GDOT anticipates issuing NTP 1 promptly following the Effective Date, and shall in any case provide for issuance of NTP 1 within thirty (30) days from DB Team’s satisfaction of the conditions for contract execution. Issuance of NTP1 authorizes DB Team to commence preliminary design activities. Title 23, Code of Federal Regulations (CFR), Section 636.103 (23 CFR Section 636.103) defines preliminary design to include, but is not limited to preliminary engineering and other activities and analyses, such as topographic surveys, metes and bounds surveys, geotechnical investigations, hydrologic analysis, hydraulic analysis, utility engineering, traffic studies, financial plans, revenue estimates, hazardous materials assessments, general estimates of the types and quantities of materials, and other work needed to establish the parameters for the Final Design. Prior to completion of the National Environmental Protection Act (NEPA) review process, any such preliminary



engineering and other activities and analyses must not materially affect the objective consideration of alternatives in the NEPA review process. Preliminary design activities shall be completed in accordance with the Project Management Plan, the Technical Provisions, and other activities anticipated to be performed after NTP1, including satisfying the conditions to issuance of NTP 3 under Article 3.3.1.3.

**3.3.1.2** Issuance of NTP 2 authorizes the DB Team to perform Final Design activities. Title 23, CFR, Section 636.103 (23 CFR Section 636.103) defines Final Design as any design activities following preliminary design and expressly includes the preparation of final construction plans and detailed specifications for the performance of construction work. NTP 2 will be issued once the environmental document is approved, or with NTP 1 if the environmental document has been approved by the contract execution date.

**3.3.1.3** Issuance of NTP 3, also referred to as Released for Construction (“RFC”), authorizes DB Team to perform all other Work and activities pertaining to the Project, subject to conforming RFC plans as may be related to commencement of any element of the Construction Work. DB Team may not proceed to commence any construction activity with respect to the Project except as authorized pursuant to an RFC. An RFC may be issued for the entire project or any Construction Phase of the project. GDOT anticipates issuing NTP 3 within five (5) days from DB Team’s satisfaction of the following conditions:

(a) Submittal by DB Team to GDOT and GDOT’s acceptance of the Project Management Plan in accordance with Article 9.1 of this Agreement and Section 2 of the Technical Provisions;

(b) Submittal by DB Team to GDOT and acceptance by GDOT of DB Team’s Final Plans for the Project under Section 1.2 of the Technical Provisions;

(c) Submittal by DB Team to GDOT and acceptance by GDOT of DB Team’s proposed Schedule of Values, and proposed Project Baseline Schedule under Section 2 of the Technical Provisions, together with any proposed revisions to the DB Contract Sum Payment Schedule;

(d) Submittal by DB Team to GDOT and acceptance by GDOT of the Traffic Control Plan and Transportation Management Plan;

(e) Submittal by DB Team to GDOT and acceptance by GDOT of the Public Information and Communications Plan (PICP) under Section 3.3.2.1 of the Technical Provisions, if required;

(f) Evidence by DB Team of all required Government Approvals as required under Article 6.2;

(g) Submittal by DB Team to GDOT and acceptance by GDOT of all Utility Agreements, Utility Encroachment Permits, Utility Relocation Plans, and/or Certification of “No-Conflict”, if required; and

(h) Submittal by DB Team to GDOT of qualified Worksite Utility Control Supervisor (WUCS), Worksite Erosion Control Supervisor (WECS), and Worksite Traffic Control Supervisor (WTCS).

**3.3.1.4** Notwithstanding any provision to the contrary in this Article 3.3, DB Team shall not perform, nor be obligated to perform, any portion of the Work prior to issuance of the NEPA Approval, except for Work authorized under 23 CFR 636.109.

**3.3.2** DB Team shall satisfy all conditions prior to issuance of NTP 3. DB Team shall satisfy all conditions to commencement of the Construction Work and commence such Construction Work with diligence and continuity, by the deadlines therefor set forth in Milestone Schedule attached as Exhibit 9, and any adjustments set forth therein, all as the same may be extended pursuant to this Agreement. If the Technical Proposal Schedule dates indicate completion of activities in advance of the dates listed in Milestone Schedule (Exhibit 9) as provided in the RFP, then Exhibit 9 shall be updated in the executed version of the contract to reflect the dates provided in the Technical Proposal.

**3.3.3** DB Team shall achieve Substantial Completion on or before the Substantial Completion Deadline and Maintenance Acceptance on or before the Maintenance Acceptance Deadline, time being of the essence.

**3.3.4** DB Team hereby represents and warrants that the Preliminary Baseline Schedule is in the form described in the Technical Provisions, has been developed in accordance with the Work Breakdown Structure requirements under Section 2 of the Technical Provisions, and is consistent with the Milestone Schedule. DB Team shall use the Preliminary Baseline Schedule as a foundation to prepare a proposed Project Baseline Schedule for GDOT's review and acceptance prior to issuance of NTP 2, as set forth in Section 2 of the Technical Provisions. The Parties shall use the Preliminary Baseline Schedule for planning and monitoring the progress of the Work until such time that the Project Baseline Schedule is accepted by GDOT. The proposed Project Baseline Schedule shall be consistent with the Preliminary Baseline Schedule and Milestone Schedule except to the extent for adjustments as provided in the DB Documents and as accepted by GDOT.

**3.3.5** All Float contained in the Project Schedule shall be considered a shared resource among GDOT and DB Team, available to any or all such parties as needed to absorb delay caused to the critical path components as set forth in the Project Schedule or Milestone Schedule Deadlines, whether on account of Relief Events or other events of delay not constituting Relief Events. All Float shall be shown as such in the Project Schedule on each affected schedule path. GDOT shall have the right to examine the identification of (or failure to identify) Float on the Project Schedule in determining whether to accept the Project Schedule. Once identified, DB Team shall monitor and account for Float in accordance with critical path methodology.

**3.3.6** DB Team shall deliver to GDOT, together with DB Team's submission of the proposed Project Baseline Schedule pursuant to Article 3.3.4, any proposed corresponding changes to the DB Contract Sum Payment Schedule.

**Article 4      RESERVED**

**Article 5      DB CONTRACT SUM, PAYMENTS, AND PUBLIC FUNDS**

## **5.1      Payment of DB Contract Sum**

GDOT shall pay DB Team the DB Contract Sum on account of Work properly performed in accordance with the terms and conditions set forth in GDOT Standard Specifications Section

109.03. DB Team, in consideration for all Work performed in accordance with the DB Documents, shall be entitled to receive the DB Contract Sum, which amount is inclusive of all fees, overhead, profit, insurance and bond premiums, labor and material costs, installations, delivery, warehouse and handling charges, duties, taxes and other assessments. DB Team's rights to receive payment of the DB Contract Sum, as compensation for Work performed, are set forth in GDOT Standard Specifications Section 109.03. Except as otherwise expressly set forth in this Agreement, including without limitation Article 17.3.4 herein, GDOT shall not, for any reason, setoff, deduct or withhold from or against any amounts due or to become due by GDOT to DB Team hereunder any amounts due or owed to GDOT by DB Team and/or any Affiliate of DB Team under any contract or agreement between GDOT and any such party (other than the DB Documents).

## **5.2 GDOT Monetary Obligations and Overall Limitation of Liability**

**5.2.1** Notwithstanding anything to the contrary in the DB Documents, in no event shall GDOT's outstanding liability to DB Team under the DB Documents, including liability related to Compensation Events and Compensation Amounts, exceed the amount of compensation that would be payable to DB Team pursuant to a Termination for Convenience under Article 19.1.

## **Article 6 PROJECT PLANNING AND ACCEPTANCES; PROJECT ADMINISTRATION, REVIEW AND OVERSIGHT; PUBLIC INFORMATION**

### **6.1 Preliminary Planning and Engineering Activities; Site Conditions**

**6.1.1** DB Team shall perform or cause to be performed all architectural and engineering activities appropriate for design and construction of the Project in accordance with Good Industry Practice and the DB Documents, which may include, subject to the scope of Work set forth in the DB Documents or as required by GDOT by Supplemental Agreement or Directive Letter: (a) Utility Adjustments (b) technical studies and analyses; (c) geotechnical investigations; (d) right-of-way mapping, surveying and appraisals; (e) Utility Subsurface Engineering (SUE) investigations and mapping; (f) Hazardous Materials investigations; and (g) design and construction surveys.

**6.1.2** Except to the extent that DB Team is entitled to a Relief Event and/or a Compensation Event under this Agreement, DB Team shall bear the risk of any incorrect or incomplete review, examination and investigation by it of the Site or the Existing Improvements and surrounding locations, and of any incorrect or incomplete information resulting from preliminary architectural and engineering activities conducted by DB Team, GDOT or any other Person. DB Team acknowledges and agrees that GDOT does not make any warranties or representations as to any surveys, data, reports or other information provided by GDOT or other Persons concerning surface conditions and subsurface conditions, including the presence of Utilities, Hazardous Materials, contaminated groundwater, archeological, paleontological and cultural resources, and Threatened or Endangered Species, affecting the Site, the Existing Improvements or surrounding locations. DB Team acknowledges that such information is for DB Team's reference only and has not been verified.

**6.1.3** Except to the extent that DB Team is entitled to a Relief Event and/or a Compensation Event under this Agreement, DB Team shall bear the risk of all conditions occurring on, under or at the Site and the Existing Improvements, including (a) physical conditions of an unusual nature, differing materially from those ordinarily encountered in the

area, (b) changes in surface topography, (c) variations in subsurface moisture content, (d) Utility facilities, (e) the discovery at, near or on the Property of any archeological, paleontological or cultural resources, and (f) the discovery at, near or on the Property of any Threatened or Endangered Species.

## **6.2 Governmental Approvals and Third Party Agreements**

**6.2.1** GDOT has responsibility for obtaining all Governmental Approvals for the Project specifically listed in Section 4.2 of the Technical Provisions (including any such approvals as may be required from GDOT independent of GDOT’s Project administration pursuant to Section 1.4 of the Agreement) (“Provided Approvals”) based on the design schematic contained in the NEPA Approval. DB Team shall obtain all other Governmental Approvals and, except to the extent the DB Documents expressly provide GDOT is responsible therefor, all third party approvals and agreements required in connection with the Project or the Work, including any modifications, renewals and extensions of the Provided Approvals, including those required in connection with a Compensation Event. DB Team shall deliver to GDOT true and complete copies of all new or amended Governmental Approvals and third party approvals and agreements. In no event shall GDOT be responsible or liable for any delays in obtaining Provided Approvals to the extent such delays are caused by differences between the schematic contained in the NEPA Approvals and DB Team’s Final Plans, unless such differences are due to a GDOT Change, as described in Article 14.

**6.2.2** Prior to submitting to a Governmental Entity any application for a Governmental Approval (or any proposed modification, renewal, extension or waiver of a Governmental Approval or provision thereof), DB Team shall submit the same, together with any supporting environmental studies and analyses, to GDOT (a) for approval or (b) for review and comment, as specified in the Technical Provisions in Table 4-2.

**6.2.3** Except as expressly set forth in this Agreement to the contrary, in the event DB Team’s design differs from the schematic contained in the NEPA Approvals upon which the Provided Approvals were based, as among GDOT and DB Team, DB Team shall support necessary actions, and shall bear all risk of delay, resulting from or arising out of any associated change in the Project location and design, including (a) conducting all necessary environmental studies and preparing all necessary environmental documents in compliance with applicable Environmental Laws, and (b) obtaining and complying with all necessary new Governmental Approvals (including any modifications, renewals and extensions of the Provided Approvals, and other existing Governmental Approvals). GDOT and FHWA will independently evaluate all environmental studies and documents and fulfill the other responsibilities assigned to them by 23 CFR Part 771.

**6.2.4** Subject to clauses (h), (i) and (n) of the definition of Compensation Event and clauses (o), (p) and (t) of the definition of Relief Event and except to the extent required under the Technical Requirements, in the event DB Team is unable to obtain necessary Governmental Approvals for any design that differs from the schematic contained in the NEPA Approvals upon which Provided Approvals were based, DB Team shall be obligated to design and construct the Project according to a design in compliance with the requirements of the Provided Approvals, and no such circumstance shall constitute a Relief Event, Compensation Event or other basis for any Claim.

**6.2.5** At DB Team's request, GDOT shall reasonably assist and cooperate with DB Team in obtaining from Governmental Entities the Governmental Approvals (including any modifications, renewals and extensions of existing Governmental Approvals from Governmental Entities) required to be obtained by DB Team under the DB Documents.

**6.2.6** DB Team shall comply with all conditions imposed by and undertake all actions required by and all actions necessary to maintain in full force and effect all Governmental Approvals, including performance of all environmental mitigation measures required by the DB Documents or Governmental Approvals, except to the extent that responsibility for performance of such measures is expressly assigned to GDOT in the DB Documents.

**6.2.7** In the event that any Governmental Approvals required to be obtained by DB Team must formally be issued in GDOT's name, DB Team shall undertake necessary efforts to obtain such approvals subject to GDOT's reasonable cooperation with DB Team, as the case may be, at DB Team's expense (except in connection with a Compensation Event), in accordance with Article 6.2.5, including execution and delivery of appropriate applications and other documentation in form accepted by GDOT. Refer to Section 4.2 of the Technical Provisions for more specific provisions on applications in GDOT's name for Environmental Approvals.

**6.2.8** In the event that GDOT or FHWA must act as the lead agency and directly coordinate with a Governmental Entity in connection with obtaining Governmental Approvals which are the responsibility of DB Team, DB Team shall provide all necessary support to facilitate the approval, mitigation or compliance process. Such support may include conducting necessary field investigations, surveys, and preparation of any required reports, documents and applications.

**6.2.9** DB Team shall be responsible for compliance with all applicable Laws in relation to Project Specific Locations and for obtaining any Environmental Approval or other Governmental Approval required in connection with Project Specific Locations.

**6.2.10** DB Team shall not enter into any agreement with any Governmental Entity, Utility Owner, railroad, property owner or other third party having regulatory jurisdiction over any aspect of the Project or Work or having any property interest affected by the Project or the Work that in any way purports to obligate GDOT, or the State or an agency or department thereof, or states or implies that GDOT has an obligation, to the third party to carry out any installation, design, construction, maintenance, repair, operation, control, supervision, regulation or other activity after the end of the Term, unless GDOT otherwise accepts in writing in its sole discretion. DB Team has no power or authority to enter into any such agreement with a third party in the name or on behalf of GDOT.

## **6.3 Review and Oversight**

### **6.3.1 Submittal, Review and Acceptance Terms and Procedures**

**6.3.1.1** This Article 6.3 sets forth uniform terms and procedures that shall govern all Submittals pursuant to the DB Documents or Project Management Plan and component plans thereunder. In the event of any irreconcilable conflict between the provisions of this Article 6.3 and any other provisions of the DB Documents or Project Management Plan and component plans thereunder concerning submission, review and acceptance procedures,

this Article 6.3 shall exclusively govern and control, except to the extent that the conflicting provision expressly states that it supersedes this Article 6.3.

### **6.3.2 Time Periods**

**6.3.2.1** Except as expressly set forth in Section 23 of the Technical Provisions or as provided below, whenever GDOT is entitled to review and comment or accept a Submittal, GDOT shall promptly respond and/or act upon such Submittal within thirty (30) days from the date it receives an accurate and complete Submittal, together with a completed transmittal form in form to be mutually agreed and all necessary information and documentation concerning the subject matter. Any period of review by GDOT in excess of thirty (30) days, except where Section 23 of the Technical Provisions provides for a longer time period, shall be deemed a GDOT Caused-Delay and give rise to Relief Event. The time periods set forth in the DB Documents for GDOT's review and acceptance of Submittals, as and to the extent required shall apply to and restart with all re-Submittals which DB Team may be required to provide.

**6.3.2.2** Reserved.

**6.3.2.3** The time periods set forth herein with respect to GDOT's review and acceptance or comment on Submittals shall be subject to adjustment as provided in Section 23 of the Technical Provisions for multiple concurrent Submittals.

**6.3.2.4** All time periods for GDOT to act upon Submittals shall be extended by the period of any delay caused by any Relief Event impacting same, including as set forth in clauses (a), (b), (c), (m) and (n) of the definition of Relief Event or otherwise as and to the extent of any delay of DB Team or any DB Team-Related Entity.

**6.3.2.5** During any time that GDOT is entitled under Article 17.3.8 to increase the level of its auditing, monitoring, inspection, sampling, measuring, testing and oversight of the Project, the Utility Adjustments and DB Team's compliance with its obligations under the DB Documents, the applicable period for GDOT to act on any Submittals received during such time and not related to curing the DB Team Default(s) that instigated the Article 17.3.8 action shall automatically be extended by fourteen (14) days.

**6.3.2.6** GDOT shall endeavor to reasonably accommodate a written request from DB Team for expedited action on a specific Submittal, within the practical limitations on availability of personnel appropriate for acting on the types of Submittal in question; provided DB Team sets forth in its request specific, abnormal circumstances demonstrating the need for expedited action. This provision shall not apply, however, during any time described in Article 6.3.2.4 or 6.3.2.5.

### **6.3.3 GDOT Discretionary Acceptances**

If the Submittal is one where the DB Documents indicate consent or acceptance is required from GDOT in its sole discretion, absolute discretion, unfettered discretion or good faith discretion, then GDOT's lack of acceptance, determination, decision or other action within the applicable time period under Article 6.3.2 shall be deemed disapproval.

### **6.3.4 Other GDOT Acceptances**

**6.3.4.1** Whenever the DB Documents indicate that a Submittal or other matter is subject to GDOT's acceptance or consent and no particular standard therefor is stated, then the standard shall be reasonableness.

**6.3.4.2** If the reasonableness standard applies to GDOT's right of acceptance of or consent to a Submittal, and GDOT delivers no acceptance, consent, determination, decision or other action within the applicable time period under Article 6.3.2, then DB Team may deliver to GDOT a written notice stating the date within which GDOT was to have decided or acted and that if GDOT does not decide or act within five (5) Business Days after receipt of the notice, delay from and after that date (five (5) Business Days after receipt of the notice) may constitute GDOT-Caused Delay for which DB Team may be entitled to issue a Relief Event Notice and Compensation Event Notice under Articles 13.1 and 13.2.

### **6.3.5 GDOT Review and Comment**

Whenever the DB Documents indicate that a Submittal or other matter is subject to GDOT's review, comment, review and comment, disapproval or similar action not entailing a prior acceptance and GDOT delivers no comments, exceptions, objections, rejections or disapprovals within the applicable time period under Article 6.3.2, then DB Team may proceed thereafter at its election and risk, without prejudice to GDOT's rights to later object or disapprove in accordance with Article 6.3.7.1. No such failure or delay by GDOT in delivering comments, exceptions, objections, rejections or disapprovals within the applicable time period under Article 6.3.2 shall constitute a Relief Event, Compensation Event or other basis for any Claim. When used in the DB Documents, the phrase "completion of the review and comment process" or similar terminology means either (a) GDOT has reviewed, provided comments, exceptions, objections, rejections or disapprovals, and all the same have been resolved, or (b) the applicable time period has passed without GDOT providing any comments, exceptions, objections, rejections or disapprovals.

### **6.3.6 Submittals Not Subject to Prior Review, Comment or Acceptance**

Whenever the DB Documents indicate that DB Team is to deliver a Submittal to GDOT but express no requirement for GDOT review, comment, disapproval, prior acceptance or other GDOT action, then DB Team is under no obligation to provide GDOT any period of time to review the Submittal or obtain acceptance of it before proceeding with further Work, and GDOT shall have the right, but is not obligated, to at any time review, comment on, take exception to, object to, reject or disapprove the Submittal in accordance with Article 6.3.7.1. No failure or delay by GDOT in delivering comments, exceptions, objections, rejections or disapprovals with respect to any Submittal as set forth in this Article shall constitute a Relief Event, Compensation Event or other basis for any Claim.

### **6.3.7 Resolution of GDOT Comments and Objections**

**6.3.7.1** If the Submittal is one not governed by Article 6.3.3, GDOT's exception, objection, rejection or disapproval shall be deemed reasonable, valid and binding if based on any of the following grounds:

(a) The Submittal or subject provision thereof fails to comply with any applicable covenant, condition, requirement, term or provision of the DB Documents or Project Management Plan and component plans thereunder;

(b) The Submittal or subject provision thereof is not to a standard equal to or better than the requirements of Good Industry Practice;

(c) DB Team has not provided all content or information required in respect of the Submittal or subject provisions thereof, provided that GDOT assumes no duty, obligation or liability regarding completeness or correctness of any Submittal, including a Submittal that is to be delivered to a Governmental Entity as a proposed Governmental Approval, or in order to obtain, modify, amend, supplement, renew, extend, waive or carry out a Governmental Approval;

(d) Adoption of the Submittal or subject provision thereof, or of any proposed course of action thereunder, would result in a conflict with or violation of any Law or Governmental Approval; or

(e) In the case of a Submittal that is to be delivered to a Governmental Entity as a proposed Governmental Approval, or in order to obtain, modify, amend, supplement, renew, extend, waive or carry out a Governmental Approval, it proposes commitments, requirements, actions, terms or conditions that are not arrangements that GDOT offers or accepts for addressing similar circumstances affecting its own projects.

**6.3.7.2** DB Team shall timely and promptly respond to all of GDOT's comments and objections to a Submittal and, except as provided below, make modifications to the Submittal as necessary to fully reflect and resolve all such comments and objections, in accordance with the review processes set forth in this Article 6.3. DB Team acknowledges that GDOT may provide comments and objections which reflect concerns regarding interpretation or preferences of the commenter or which otherwise do not directly relate to grounds set forth in Article 6.3.7.1. DB Team agrees to undertake reasonable efforts to accommodate or otherwise resolve any such comments or objections through the review processes described in this Article 6.3. However, if the Submittal is not governed by Article 6.3.3, the foregoing shall in no way be deemed to obligate DB Team to incorporate any comments or resolve objections that are not on any of the grounds set forth in Article 6.3.7.1 and would result in a delay to a Critical Path on the Project Schedule, or an increase in DB Team's costs, except pursuant to a GDOT Change as described in Article 14. If, however, DB Team does not accommodate or otherwise resolve any comment or objection, DB Team shall deliver to GDOT within a reasonable time period, not to exceed fourteen (14) days after receipt of GDOT's comments or objections, a written explanation why modifications based on such comment or objection are not required. The explanation shall include the facts, analyses and reasons that support the conclusion.

**6.3.7.3** The foregoing shall in no way be deemed to obligate DB Team to incorporate any comments or resolve objections that would render the Submittal erroneous, defective or less than Good Industry Practice, except pursuant to a GDOT Change.

**6.3.7.4** If DB Team fails to notify GDOT within such time period, GDOT may deliver to DB Team a written notice stating the date by which DB Team was to have addressed GDOT's comments and that if DB Team does not address those comments within five (5) Business Days after receipt of this notice, then that failure shall constitute DB Team's agreement to make all changes necessary to accommodate and resolve the comment or objection and full acceptance of all responsibility for such changes without right to a Relief Event, Compensation Event or other Claim.



**6.3.7.5** After GDOT receives DB Team’s explanation as to why the modifications are not required as provided in Articles 6.3.7.2, 6.3.7.3 and 6.3.7.4, the Parties shall attempt in good faith to resolve the dispute. If they are unable to resolve the dispute, it shall be resolved according to GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes” except (a) as provided otherwise in Article 6.3.3, and (b) if GDOT elects to issue a Directive Letter pursuant to Article 14.3 with respect to the disputed matter, the DB Team shall proceed in accordance with GDOT’s directive while retaining any Claim as to the disputed matter.

**6.3.8 Limitations on DB Team’s Right to Rely**

**6.3.8.1** No review, comment, objection, rejection, acceptance, disapproval, acceptance, certification (including certificates of Substantial Completion and Maintenance Acceptance), concurrence, monitoring, testing, inspection, spot checking, auditing or other oversight by or on behalf of GDOT or their representatives or agents, and no lack thereof by GDOT, or their representatives or agents, shall constitute acceptance of materials or Work or waiver of any legal or equitable right under the DB Documents, at Law, or in equity. GDOT shall be entitled to remedies for Nonconforming Work and to identify additional Work which must be done to bring the Work and Project into compliance with requirements of the DB Documents, regardless of whether previous review, comment, objection, rejection, acceptance, disapproval, acceptance, certification, concurrence, monitoring, testing, inspection, spot checking, auditing or other oversight were conducted or given by GDOT, or their representatives or agents. Regardless of any such activity or failure to conduct any such activity by GDOT, or their representatives or agents, DB Team at all times shall have an independent duty and obligation to fulfill the requirements of the DB Documents. DB Team agrees and acknowledges that any such activity or failure to conduct any such activity by GDOT, or their representatives or agents:

- (a) is solely for the benefit and protection of GDOT;
- (b) does not relieve DB Team of its responsibility for the selection and the competent performance of all DB Team-Related Entities;
- (c) does not create or impose upon GDOT any duty or obligation toward DB Team to cause it to fulfill the requirements of the DB Documents;
- (d) shall not be deemed or construed as any kind of warranty, express or implied, by GDOT;
- (e) may not be relied upon by DB Team or used as evidence in determining whether DB Team has fulfilled the requirements of the DB Documents; and
- (f) may not be asserted by DB Team against GDOT as a defense, legal or equitable, to, or as a waiver of or relief from, DB Team’s obligation to fulfill the requirements of the DB Documents.

**6.3.8.2** DB Team shall not be relieved or entitled to reduction of its obligations to perform the Work in accordance with the DB Documents, or any of its other liabilities and obligations, including its indemnity obligations, as the result of any activity identified in Article 6.3.8.1 or failure to conduct any such activity by GDOT. Such activity by GDOT shall not relieve DB Team from liability for, and responsibility to cure and correct Nonconforming Work or DB Team Defaults.

**6.3.8.3** To the maximum extent permitted by Law, DB Team hereby releases and discharges GDOT from any and all duty and obligation to cause DB Team's Work or the Project to satisfy the standards and requirements of the DB Documents.

**6.3.8.4** Notwithstanding the provisions of Articles 6.3.8.1, 6.3.8.2 and 6.3.8.3:

(a) DB Team shall be entitled to rely on written approvals, acceptances, lack of responses from GDOT (i) for the limited purpose of establishing that the approval, acceptance or lack of response occurred or (ii) that are within its sole discretion, but only to the extent that DB Team is prejudiced by a subsequent decision of such party to rescind such approval or acceptance;

(b) Reserved

(c) DB Team shall be entitled to rely on the certificates of Substantial Completion and Maintenance Acceptance from GDOT for the limited purpose of establishing that Substantial Completion and Maintenance Acceptance, as applicable, have occurred, and the respective dates thereof;

(d) GDOT is not relieved from any liability arising out of a knowing and intentional material misrepresentation under any written statement GDOT delivers to DB Team; and

(e) GDOT is not is relieved from performance of its express responsibilities under the DB Documents in accordance with all standards applicable thereto.

### **6.3.9 Inspection and Testing; Limitations**

**6.3.9.1** At all times during the term of this Agreement, GDOT shall have the right to conduct the monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions set forth in the DB Documents, including without limitation:

(a) monitoring and auditing DB Team and its books and records to determine compliance with requirements of the DB Documents and the accepted Project Management Plan, including audit review of Design Documents, Plans, Construction Documents and other Submittals;

(b) conducting field monitoring and inspections on an audit basis as indicated in the DB Documents, including in connection with GDOT's certifications of Substantial Completion and Maintenance Acceptance;

(c) develop quality reports, regular audit reports, reports on Defects, other reports, and findings, opinions, evaluations, comments, objections and recommendations, all as more particularly set forth in the DB Documents;

(d) reviewing and commenting on all Submittals for which GDOT review and comment or acceptance is required under the DB Documents, unless expressly provided otherwise in the DB Documents, or unless waived in writing by the Parties for a specific Submittal or type of Submittal;

(e) attending and witnessing DB Team's tests and inspections;

(f) auditing the books and records of Key Contractors to confirm compliance with the DB Documents and applicable Law;

(g) investigating, analyzing and reporting on Safety Compliance and performance of Safety Compliance Orders; and

(h) reviewing, commenting on and giving recommendations, objections or disapprovals regarding the Project Payment Request and revisions thereto, and processing such Project Payment Request.

**6.3.9.2** GDOT shall have the right to attend and witness any tests and verifications to be conducted pursuant to the Technical Provisions and applicable Management Plans. DB Team shall provide to GDOT all applicable test results and reports (which may be provided in electronic format in accordance with the Technical Provisions) within ten (10) days after DB Team receives them.

### **6.3.10 Oversight by GDOT for FHWA and Federal Compliance**

**6.3.10.1** In addition to GDOT's rights of oversight, inspection, monitoring and auditing of DB Team's Work, GDOT shall independently have the right at all times to monitor, inspect, sample, measure, attend, observe or conduct tests and investigations, and conduct any other oversight respecting any part or aspect of the Project or the Work, to the extent necessary or advisable (a) to comply with FHWA, U.S. Army Corps of Engineers or other applicable federal agency requirements, and (b) to verify on an audit basis DB Team's compliance with the DB Documents and Project Management Plan as provided in Article 22.2.

**6.3.10.2** DB Team acknowledges and agrees that GDOT will have the right to audit, monitor and inspect DB Team and its Contractors compliance with Good Industry Practice and its responsibilities and obligations under the DB Documents.

**6.3.10.3** GDOT will not conduct formal prior reviews of Design Documents except to the extent necessary or advisable to comply with FHWA, U.S. Army Corps of Engineers or other applicable federal agency requirements, provided that the aforementioned shall not limit GDOT rights pursuant to this Agreement. GDOT reserves the right to conduct "over-the-shoulder" reviews of Design Documents or other Submittals as they may deem necessary or appropriate, including pursuant to Article 17.3.8, provided that they shall not have any obligation to conduct such reviews nor assume any responsibility for DB Team's Work, regardless of whether or not electing to perform or performing any such reviews.

**6.3.10.4** Nothing in the DB Documents shall preclude, and DB Team shall not interfere with, any review, audit or oversight of Submittals, Work or books and records that the FHWA may desire to conduct.

### **6.3.11 Rights of Cooperation and Access; Increased Oversight**

**6.3.11.1** DB Team shall coordinate and cooperate, and require its Contractors to coordinate and cooperate, with GDOT and any such parties as provided in Article 6.3 to facilitate the full, efficient, effective and timely performance of all such monitoring, inspection, sampling, measuring, testing, reporting, auditing, and other oversight functions. DB Team shall cause its representatives to be available at all reasonable times for consultation with GDOT and such other parties as required.

**6.3.11.2** Without limiting the foregoing, DB Team shall afford GDOT (a) safe and unrestricted access to the Project at all times, (b) safe access during normal business hours to DB Team’s Project offices and operations buildings and (c) unrestricted access to data respecting the Project design, construction, operations and maintenance, and the Utility Adjustment Work. Without limiting the foregoing, DB Team shall deliver to GDOT upon request accurate and complete books, records, data and information regarding Work, the Project and the Utility Adjustment Work, in the format required by the Technical Provisions.

**6.3.11.3** GDOT shall have the right to increase the type and level of their oversight as provided in Article 6.3

**6.3.12 Limits of Responsibility For Oversight, Review, Recommendations, Inspection and Acts by GDOT**

**6.3.12.1** Although GDOT, and its representatives and agents may consult with DB Team during the course of the Work, no such party shall have control over, charge of, or responsibility for the any of the Work, including without limitation, any design or engineering thereof, or means, methods, techniques, sequences or procedures in connection therewith, nor shall any such party be responsible for DB Team’s failure to perform the Work in accordance with the requirements of the DB Documents. Any such review is not for the purpose of determining the accuracy and completeness of information or work product, all of which are DB Team’s responsibility. Any review, recommendation, acceptance, inspection, response, act or omission with respect to any Submittals, or with respect to the Project, the Work (whether Construction Work or Design Work), or the Construction Documents shall be pursuant to, and solely in furtherance of the inspection powers as set forth in O.C.G.A. § 50-21-24(8). DB Team shall, at all times and notwithstanding any such acts or omissions by GDOT as provided in this Article 6 or elsewhere in this Agreement, be fully responsible for all architectural design and engineering required for the Project. DB Team expressly waives and releases (a) all claims for right of contribution against either GDOT or their respective representatives and agents, other than for such parties’ sole negligence, arising from or related to any third party claims, including without limitation for personal injury, death, or property damage, and (b) all claims and defenses by DB Team against GDOT, or their respective representatives and agents in derogation of the limitations of this Article 6, including this Article 6.3.12, and/or that any or all of such parties otherwise have, or by their acts or omissions, assumed any responsibility for, or related to, the design or construction of the Project, or any means, methods, or techniques in respect thereof. DB Team hereby further expressly waives any claim or defense the basis of which is to assert that GDOT may not delegate the responsibility for any element of the design and construction of the Project involving public roadways, signs, or traffic controls to DB Team as provided in this Agreement.

**6.4 Community Outreach and Public Information**

DB Team shall provide on-going information to the public concerning the development of the Project, in accordance with the Public Information and Communications Plan prepared by DB Team pursuant to Section 3 of the Technical Provisions, if applicable.

**Article 7 DEVELOPMENT OF THE PROJECT**

**7.1 General Obligations of DB Team**

DB Team, in addition to performing all other requirements of the DB Documents, shall:

**7.1.1** Furnish all design, engineering and other services, provide construction management and all work, including all materials, equipment, labor, and installations, and undertake all efforts necessary or appropriate (excluding only those materials, services and efforts which the DB Documents expressly specify will be undertaken by GDOT or other Persons) to construct the Project and maintain it during construction, so as to achieve Substantial Completion and Maintenance Acceptance by the applicable Milestone Schedule Deadlines;

**7.1.2** At all times provide a Project Manager approved by GDOT who (a) will have full responsibility for the prosecution of the Work, including Design Work and Construction Work, (b) will act as agent and be a single point of contact in all matters on behalf of DB Team, (c) will be present (or his/her designee approved by GDOT will be present) at the Site at all times that Design Work or Construction Work is performed, and (d) will be available to respond to GDOT;

**7.1.3** Comply with, and require that all Contractors comply with, all requirements of all applicable Laws;

**7.1.4** Cooperate with GDOT, and Governmental Entities with jurisdiction in all matters relating to the applicable portions of the Work, including Design Work and Construction Work for the Project, including their review, inspection and oversight of the design and construction; and

**7.1.5** Use commercially reasonable efforts to mitigate delay to design and construction of the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by re-sequencing, reallocating, or redeploying DB Team's and its Contractors' forces to other work, as appropriate.

## **7.2 Performance, Design and Construction Standards**

**7.2.1** DB Team shall furnish all aspects of the Design Work and all Design Documents, and shall construct the Project and perform the Construction Work as designed, free from Defects, and in accordance with (a) Good Industry Practice, (b) the requirements, terms and conditions set forth in the DB Documents, (c) the Project Schedule, (d) all Laws, (e) the requirements, terms and conditions set forth in all Governmental Approvals, (f) the requirements of the accepted Quality Management Plan, and (g) the accepted Project Management Plan and all component plans prepared or to be prepared thereunder, in each case taking into account the Existing Right of Way, Required Right of Way, and any Additional Property limits and other constraints affecting the Project and the Property.

**7.2.2** Reserved.

**7.2.3** DB Team acknowledges that prior to the Effective Date it had the opportunity to identify any provisions of the Technical Provisions or Technical Documents that are erroneous or create a potentially unsafe condition, and the opportunity and duty to notify GDOT in writing of such fact and of the changes to the provision that DB Team believed were the minimum necessary to render it correct and safe. If it is reasonable or necessary to adopt changes to the Technical Provisions or Technical Documents after the Effective Date to make the provisions correct and safe, such changes shall not be grounds for a Relief Event or Compensation Event unless (a) DB Team neither knew nor had reason to know prior to the Effective Date that the provision was erroneous or created a potentially unsafe condition or (b) DB Team knew of and

reported to GDOT the erroneous or potentially unsafe provision prior to the Effective Date and GDOT did not adopt reasonable and necessary changes. Except for a circumstance as set forth under (b) herein, if DB Team commences or continues any Design Work or Construction Work affected by such a change after the need for the change was discovered or suspected, or should have been discovered or suspected through the exercise of reasonable care, DB Team shall bear any additional costs associated with redoing the Work already performed. Inconsistent or conflicting provisions of the DB Documents shall not be treated as erroneous provisions under this Article 7.2.3, but instead shall be governed by Article 1.2.

**7.2.4** References in the Technical Provisions or Technical Documents to manuals or other publications governing the Design Work or Construction Work prior to the Substantial Completion Date shall mean the most recent editions in effect at the date of the RFP advertisement, unless expressly provided otherwise. Any changes to the Technical Provisions and Technical Documents, including Safety Standards, respecting Design Work or Construction Work prior to the Substantial Completion Date shall be subject to the Supplemental Agreement process for a GDOT Change in accordance with Article 14. Safety Compliance changes shall be in accordance with Article 12.1.

**7.2.5** The Parties anticipate that from time to time after the Effective Date, GDOT will adopt, through revisions to existing manuals and publications or new manuals and publications, changed, added or replacement standards, criteria, requirements, conditions, procedures, specifications and other provisions, including Safety Standards, relating to Design Work and Construction Work. GDOT shall have the right to add such changed, added or replacement standards, criteria, requirements, conditions, procedures, specifications and other provisions, including Safety Standards, to Volume 3 by notice to DB Team, whereupon they shall constitute amendments, and become part, of the Technical Documents. If such changed, added or replacement Technical Documents or Safety Standards encompass matters that are addressed in the Technical Provisions or Technical Documents as of the Effective Date, they may, upon inclusion in Volume 3, replace and supersede inconsistent provisions of the Technical Provisions and Technical Documents to the extent designated by GDOT in its sole discretion. GDOT will identify the superseded provisions in its notice to DB Team. Notwithstanding the foregoing, in the absence of a GDOT Change and except as provided otherwise in Article 7.5.3 with respect to Adjustment Standards, if GDOT adopts the changed, added or replacement standards, criteria, requirements, conditions, procedures, specifications and other provisions, including changed, added or replacement Safety Standards, prior to the Maintenance Acceptance Date, DB Team shall not be obligated to (but may) incorporate the same into its design and construction of the Project prior to the Maintenance Acceptance Date.

### **7.3 Design Implementation and Submittals**

**7.3.1** DB Team, through the appropriately qualified and licensed design professionals identified in DB Team's Project Management Plan in accordance with Section 2 of the Technical Provisions, shall prepare designs, plans and specifications in accordance with the DB Documents. DB Team shall cause the engineer of record for the Project to sign and seal all Released for Construction Documents.

**7.3.2** DB Team shall deliver to GDOT accurate and complete duplicates of all Interim Design, and Preliminary and Final Plans and Construction Documents within the time and in the form required by the Technical Provisions.

**7.4 Reserved.**

**7.5 Utility Adjustments**

**7.5.1 DB Team’s Responsibility**

**7.5.1.1** DB Team is responsible for causing, in accordance with the Project Schedule, all Utility Adjustments necessary to accommodate construction, operation, maintenance and/or use of the Project. DB Team shall coordinate, monitor, and otherwise undertake the necessary efforts to cause Utility Owners performing Utility Adjustment Work to perform such work timely, in coordination with the Work, and in compliance with the standards of design and construction and other applicable requirements specified in the Design-Build Contract Documents.

**7.5.1.2** In addition to GDOT’s Project administration, GDOT shall independently have the right at all times with respect to acceptance of Utility Adjustments as provided herein. DB Team shall coordinate and be required to procure GDOT acceptance as required.

**7.5.1.3** Regardless of the arrangements made with the Utility Owners, the DB Team shall continue to be the responsible party to GDOT for timely performance of all Utility Adjustment Work so that upon completion of the Work, all Utilities that might impact the Project or be impacted by it (whether located within or outside the Construction Maintenance Limits) are compatible with the Project. GDOT will provide to DB Team the benefit of any provisions in recorded utility or other easements affecting the Project which require the easement holders to relocate at their own expense (unless specified otherwise in the Technical Provisions or a Utility Agreement), subject, however, to any provisions of applicable Law affecting the easement holder’s obligations for Utility Adjustments.

**7.5.2 Utility Agreements**

**7.5.2.1** The DB Team will be responsible for completion of all required Utility Agreements. The DB Team will work with the State Utilities Preconstruction Engineer, or assigned designee, to acquire the appropriate Agreement template and coordinate the completion of all required Utility Agreements with Utility Owners. Upon completion of the Utility Agreement with the Utility Owner, the signed agreement should be forwarded to the District Utilities Engineer for review and acceptance. Upon the acceptance by the District, the Utility Agreement shall be forwarded to the State Utilities Preconstruction Engineer for processing and final acceptance. As described in the GDOT Utility Accommodation Policy and Standards Manual (“UAM”), Chapter 4.2.F Agreements cover all requirements for Utility Agreements

**7.5.3 Requirements**

Each Utility Adjustment (whether performed by DB Team, Sub-Contractor or by the Utility Owner) shall comply with the Adjustment Standards in effect as of the date of advertisement of the contract, together with any subsequent amendments and additions to those standards that (a) are necessary to conform to applicable Law, or (b) are adopted by the Utility Owner and affect the Utility Adjustment pursuant to the applicable Utility Agreement(s). In addition, all Utility Adjustment Work shall comply with all applicable Laws, the applicable Utility Agreement(s), and all other requirements specified in Section 6 of the Technical Provisions.

#### **7.5.4 Failure of Utility Owners to Cooperate/Escalation**

**7.5.4.1** DB Team shall use diligent efforts to obtain the cooperation of each Utility Owner as necessary for Utility Adjustments. It shall be the DB Team's responsibility to coordinate and track each utilities progress in relation to the Utility Work Plan or Revised Utility Work Plan previously accepted by the Department. Once the DB Team has determined that the Utilities work progress is at least 20% behind the accepted Utility Work Plan; the DB Team will notify the Utility Owner, and the Department of such apparent delay through written correspondence. Such written correspondence shall detail the delay in question and request the Utility to submit a proposal on how the Utility Owner plans to rectify such delay and maintain the project's schedule prescribed by the previously accepted Utility Work Plan. The Utility will respond to this letter within ten (10) business days. The response shall include a proposal to cure the delay identified by the DB Team. In some cases, the complexity of the project may require that a utility coordination meeting be held to address the issues identified by the DB Team. If the Utility determines that this is the case, then the Utilities response letter shall include a request to hold a utility coordination meeting with the DB Team, the District Utility Engineer and the District Construction Engineer for utility delay resolution. If the utility delay cannot be resolved through the coordination efforts described above after twenty (20) Business Days from the date provided in the DB Team's original written correspondence; the said dispute shall escalate to the State Construction Engineer for further consideration. If additional escalation is required, please follow escalation procedures as outlined in the UAM.

#### **7.5.5 Utility Permits (GUPS)**

**7.5.5.1** It is anticipated that during the design and construction phases of the Work, from time to time Utility Owners will apply for utility permits to install new Utilities that would cross or longitudinally occupy the Property, or to modify, upgrade, repair, relocate or expand existing Utilities within the Property for reasons other than accommodation of the Project.

**7.5.5.2** For all such utility permit applications pending as of or submitted after the Effective Date, DB Team shall furnish the most recent Project design information and/or as-built plans, as applicable, to the applicants, and shall assist each applicant with information regarding the location of other proposed and existing Utilities. DB Team shall keep records of its costs related to new Utilities separate from other costs. For all such utility permit applications pending as of or submitted after the Effective Date, DB Team shall furnish the most recent Project design information and/or as-built plans, as applicable, to the applicants, and shall assist each applicant with information regarding the location of other proposed and existing Utilities. DB Team shall keep records of its costs related to new Utilities separate from other costs.

#### **7.5.6 Reserved.**

#### **7.5.7 Early Adjustments**

**7.5.7.1** If any Adjustments are designated as Early Adjustments in Section 6 of the Technical Provisions, such Adjustments are anticipated to be completed by prior to the deadline therefore set forth in the Technical Provisions. DB Team's obligation to provide Protection in Place for Utilities includes any Early Adjustments, whether or not timely completed. DB Team shall coordinate with GDOT and the Utility Owner as may be necessary for orderly



completion of any Early Adjustments, and DB Team shall conduct its Work without interfering with or hindering the progress or completion of any Early Adjustments.

## **7.6 Conditions to Commencement of Construction Work**

### **7.6.1 Construction Work Generally**

Except to the extent expressly permitted in writing by GDOT, DB Team shall not commence or permit or suffer commencement of construction of the Project, or applicable portion thereof, until GDOT issues NTP 3 and all of the conditions of Article 3.3.1.3 have been met.

### **7.6.2 Utility Adjustments**

DB Team shall not commence or permit or suffer commencement of construction of a Utility Adjustment included in the Construction Work until GDOT issues NTP 3, and the requirements of Article 7.5 have been met.

## **7.7 Substantial Completion, Punch List, Maintenance Acceptance**

### **7.7.1 Substantial Completion**

**7.7.1.1** GDOT will issue a written certificate of Substantial Completion at such time as Substantial Completion occurs which shall be subject to the terms and conditions of this Article 7.7.1.

**7.7.1.2** Substantial Completion shall occur upon satisfactory completion of the requirements of GDOT Standard Specification 108.07.G.

**7.7.1.3** Reserved.

**7.7.1.4** DB Team shall provide GDOT with not less than twenty (20) days prior written notification of the date DB Team determines it will achieve Substantial Completion. During such notice period, DB Team and GDOT shall meet and confer and exchange information on a regular cooperative basis with the goal being GDOT's orderly, timely inspection and review of the Project and the applicable Final Plans and Construction Documents, and GDOT's issuance of a written certificate of Substantial Completion.

**7.7.1.5** During the period specified in Article 7.7.1.4, GDOT shall conduct an inspection of the Project and its components, a review of the applicable Final Plans and Construction Documents and such other investigation as may be necessary to evaluate whether Substantial Completion is achieved. GDOT shall deliver a written report of findings and recommendations to the DB Team following such inspection, review and investigation and within five (5) days after the end of the period specified in Article 7.7.1.4. GDOT shall then either (a) issue the written certificate of Substantial Completion or (b) notify DB Team in writing setting forth, as applicable, why the Project has not reached Substantial Completion. If GDOT and DB Team cannot agree as to the date of Substantial Completion, such Dispute shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

### **7.7.2 Punch List**

**7.7.2.1** GDOT will prepare and the DB Team shall maintain the Punch List. Each participant shall have the right to add items to the Punch List and none shall remove any item added by any other without such other's express permission. If DB Team objects to the addition of an item by GDOT, the item shall be noted as included under protest, and if the Parties thereafter are unable to reconcile the protest, the Dispute shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes." DB Team shall deliver to GDOT a true and complete copy of the Punch List, and each modification thereto, as soon as it is prepared.

**7.7.2.2** DB Team shall immediately commence work on the Punch List items and diligently prosecute such work to completion, consistent with the DB Documents prior issuance of Maintenance Acceptance.

### **7.7.3 Maintenance Acceptance**

**7.7.3.1** Promptly after achieving Substantial Completion, DB Team shall perform all remaining Construction Work for the Project, including completion of all Punch List items, all landscaping other than vegetative ground cover and aesthetic features. DB Team shall prepare and adhere to a timetable for planting and establishing the vegetative ground cover landscaping, taking into account weather conditions necessary for successful planting and growth, which timetable shall in any event provide for vegetative ground cover landscaping to be planted and established by twelve (12) months after Substantial Completion.

**7.7.3.2** GDOT will issue a written certificate of Maintenance Acceptance at such time as all of the following have occurred for the Project:

- (a) All requirements for Substantial Completion have been satisfied;
- (b) All Punch List items have been completed and delivered to the reasonable satisfaction of GDOT;
- (c) GDOT has received a complete set of the Record Drawings in form and content required by Sections 2.3.16 and 23.5 of the Technical Provisions;
- (d) All Utility Adjustment Work and other work that DB Team is obligated to perform for or on behalf of third parties has been accepted by such third parties, and DB Team has paid for all work by third parties that DB Team is obligated to pay for, other than disputed amounts;
- (e) DB Team has paid in full all Liquidated Damages that are due to GDOT pursuant to this Agreement and are not in Dispute, and has provided to GDOT reasonable security for the full amount of Liquidated Damages that may then be the subject of an unresolved Dispute;
- (f) There exist no uncured DB Team Defaults that are the subject of a Warning Notice, or with the giving of notice or passage of time, or both, could become the subject of a Warning Notice (except any DB Team Default for which Maintenance Acceptance will affect its cure);

(g) All component parts, plans and documentation of the Project Management Plan required to be prepared, submitted and accepted prior to or in conjunction with Maintenance Acceptance have been so prepared, submitted and accepted;

(h) All Submittals required by the Project Management Plan or DB Documents to be submitted to and accepted by GDOT have been submitted to and accepted by GDOT, in the form and content required by the Project Management Plan or DB Documents;

(i) DB Team has received, and paid all associated fees for, all applicable Governmental Approvals and other applicable third party approvals required pursuant to the DB Documents, and there exists no uncured material violation of the terms and conditions of any such Governmental Approval or other third party approvals;

(j) DB Team has delivered to GDOT all warranties, manuals and other Deliverables as required pursuant to the Technical Provisions; and

(k) DB Team has delivered to GDOT verification of all required post construction period, including completed operations, Insurance Policies required under this DB Documents.

**7.7.3.3** DB Team shall provide GDOT with written notification when DB Team determines it has achieved Maintenance Acceptance. During the fifteen (15) day period following receipt of such notification, DB Team, GDOT shall meet and confer and exchange information on a regular cooperative basis with the goal being GDOT's orderly, timely inspection and review of the Project and the Record Drawings, and GDOT's issuance of a written certificate of Maintenance Acceptance.

**7.7.3.4** During such fifteen (15) day period, GDOT shall conduct an inspection of the Punch List items, a review of the Record Drawings and such other investigation as may be necessary to evaluate whether the conditions to Maintenance Acceptance are satisfied. GDOT shall deliver a written report of findings and recommendations to DB Team following such inspection, review and investigation and in any case by the end of such fifteen (15) day period.

**7.7.3.5** Within five (5) days after expiration of such fifteen (15) day period GDOT shall either (a) issue a certificate of Maintenance Acceptance or (b) notify DB Team in writing setting forth, as applicable, why Maintenance Acceptance has not been achieved. If GDOT and DB Team cannot agree as to the date of Maintenance Acceptance, such Dispute shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

## **7.8 Hazardous Materials Management**

**7.8.1** DB Team shall comply with with all requirements set forth in GDOT Standard Specification 107.22 and Exhibit 11.

## **7.9 Environmental Compliance**

Throughout the course of the Design Work and Construction Work, DB Team's Work shall take into account, be coordinated to allow for, and be performed in accordance with all environmental mitigation measures required under the Environmental Approvals, including the

NEPA/GEPA Approval and any other Governmental Approvals for the Project, or under the DB Documents, and shall comply with all other conditions and requirements of the Environmental Approvals in accordance with Section 4 of the Technical Provisions, provided that the foregoing shall not require nor imply any requirement for DB Team to perform any remediation or disposal of Pre-existing Hazardous Materials or GDOT Release(s) of Hazardous Materials.

## **7.10 Meetings**

### **7.10.1 Meetings**

**7.10.1.1** DB Team shall conduct regular progress meetings with GDOT at least once a month during the course of Design Work and Construction Work. These meetings shall be attended by the DB Team's Lead Contractor's Project Manager and the Lead Design Engineer or Authorized Representatives of each and any other Key Personnel as needed for productive use of the meetings.

**7.10.1.2** In addition, GDOT and DB Team, through their respective Authorized Representatives, shall meet from time to time at the other Party's request to discuss and resolve matters relating to the Work or the Project.

**7.10.1.3** DB Team shall schedule all meetings with GDOT at a date, time and place reasonably convenient to both Parties and, except in the case of urgency, shall provide GDOT with written notice and a meeting agenda at least three (3) Business Days in advance of each meeting.

**7.10.1.4** DB Team shall be responsible to document and maintain the full subject matter of all meetings and shall distribute copies of meeting minutes to GDOT not later than five (5) days following such meetings.

## **7.11 Contractor Warranties and Correction of Non-Conforming and Defective Work**

**7.11.1** DB Team shall obtain customary and reasonable warranties from all Contractors with respect to design, materials, workmanship, installations, equipment, tools, supplies, software or services, all of which DB Team shall cause to be expressly extended and assigned to GDOT, or its designee; provided that the foregoing requirement shall not apply to standard, pre-specified manufacturer warranties of mass-marketed materials, products (including software products), equipment or supplies where the warranty cannot be extended to GDOT using commercially reasonable efforts. To the extent that any Contractor warranty would be voided by reason of DB Team's negligence in incorporating material or equipment into the Work, DB Team shall be responsible for correcting such defect.

**7.11.2** Contractor warranties (if any) are in addition to all rights and remedies available under the DB Documents or applicable Law or in equity, and shall not limit DB Team's liability or responsibility imposed by the DB Documents or applicable Law or in equity with respect to the Work, including liability for design defects, latent construction defects, strict liability, breach, negligence, willful misconduct or fraud.

**7.11.3** Reserved.

**7.11.4** When any act, omission, or other action of DB Team occurs that violates the requirements, conditions, or terms of the DB Documents, or affects the health, safety, or welfare

of the public or natural resources, GDOT shall have the right, but not the obligation, to require and direct DB Team to take prompt action to replace, repair, or restore such damage, injury or condition within a time frame established by GDOT, at DB Team's sole cost and expenses and without entitlement to a Relief Event or Compensation Event.

#### **7.12 Reserved**

#### **7.13 Maintenance During Construction Work**

**7.13.1** GDOT shall be responsible for the operation and maintenance of the Existing Right of Way and any acquired right or interest in any Required Right of Way until the Construction Commencement Date. Upon NTP 3, DB Team shall assume full responsibility for maintenance of all Elements within the Construction Maintenance Limits in accordance with the Construction Maintenance Limits Plan and the requirements of the DB Documents.

**7.13.2** Upon Maintenance Acceptance, GDOT will assume responsibility for the operation and maintenance of the entire Project, provided that where GDOT has opened any portion of the Project to the public prior to Maintenance Acceptance, GDOT shall then assume, responsibility for the operations and maintenance of such portions of the Project at such earlier time, provided, however that in all cases, DB Team shall remain responsible for all Work until Maintenance Acceptance and nothing contained herein shall otherwise limit any warranty obligations of DB Team with respect to any Defect or non-conforming Work.

#### **7.14 For Best Value Projects Only: Impact of ATCs on the Project**

**7.14.1** This Article 7.14 shall only apply for those projects awarded by Best Value.

**7.14.2** If implementation of an ATC forming part of the Project requires the approval or consent of any Government Entity (other than GDOT) or other third party, then (a) DB Team will have full responsibility for, and bear the full risk of, obtaining any such approval or consent, and (b) if such approval or consent is not granted, or there is an unreasonable and unjustified delay in obtaining such approval or consent (subject to Article 14) (i) DB Team shall perform the Work as if such ATC had never formed part of the Project, and shall not be entitled to any additional time or compensation as a result thereof. The foregoing shall not limit DB Team's rights with respect any claim under subpart (n) of the definition of Compensation Event or subpart (t) of the definition of Relief Event on account of delays or impact costs solely related to the re-evaluation of the NEPA Approval after expiration of the GDOT Re-evaluation Period.

### **Article 8 SECURITY AND INCIDENT RESPONSE**

#### **8.1.1 Security and Incident Response**

**8.1.1.1** DB Team is responsible for the safety and security of the applicable portion of the Project that is under the control of any DB Team-Related Entity and the workers and public thereon during the performance of the Work.

**8.1.1.2** Reserved

**8.1.1.3** DB Team shall perform and comply with the provisions of the Technical Provisions concerning Incident Response, safety and security.

**8.1.1.4** DB Team shall implement all Incident response, safety and security procedures, protocols and requirements set forth in the Incident Management Plan (a component of the Project Management Plan).

## **Article 9 MANAGEMENT SYSTEMS AND OVERSIGHT**

### **9.1 Project Management Plan**

**9.1.1** DB Team is responsible for all quality assurance activities necessary to manage the Work, including the Utility Adjustment Work. DB Team shall undertake all required aspects of quality assurance for the Project and Work in accordance with the accepted Project Management Plan and Good Industry Practice.

**9.1.2** DB Team shall develop the Project Management Plan and its component parts, plans and other documentation in accordance with the Proposal, the requirements set forth in Section 2 of the Technical Provisions and Good Industry Practice.

**9.1.3** DB Team shall submit to GDOT for acceptance in its good faith discretion in accordance with the procedures described in Article 6.3 of this Agreement and the Technical Provisions each component part, plan and other documentation of the Project Management Plan and any proposed changes or additions to or revisions of any such component part, plan or other documentation. Each component part, plan and other documentation of the Project Management Plan and each proposed change or addition to or revision of any such component part, plan or other documentation shall constitute a separate Submittal for purposes of Article 6.3. GDOT may propose any change required to comply with Good Industry Practice or to reflect a change in working practice to be implemented by DB Team.

**9.1.4** DB Team shall not commence or permit the commencement of any aspect of the design or construction before the relevant component parts, plans and other documentation of the Project Management Plan applicable to such Work have been submitted to and accepted by GDOT.

**9.1.5** If any part, plan or other documentation of the Project Management Plan refers to, relies on or incorporates any manual, plan, procedure or like document then all such referenced or incorporated materials shall be submitted to GDOT for acceptance in its good faith discretion at the time that the relevant part, plan or other documentation of the Project Management Plan or change, addition or revision to the Project Management Plan is submitted to GDOT.

**9.1.6** DB Team shall carry out internal audits of the Project Management Plan at the times prescribed in the Project Management Plan.

**9.1.7** DB Team shall cause each of its Contractors at every level to comply with the applicable requirements of the accepted Project Management Plan.

**9.1.8** The DB Team shall designate a Quality Manager who shall, irrespective of their other responsibilities, have defined authority for ensuring the establishment and maintenance of the Project Management Plan and reporting to GDOT on the performance of the Project Management Plan.

### **9.2 Traffic Management**

**9.2.1** Upon GDOT issuance of NTP 3 and throughout construction term of the Project, DB Team shall be responsible for the general management of traffic on the applicable portion of the Project under the control of any DB Team-Related Entity. DB Team shall manage traffic so as to preserve and protect safety of traffic on such portions and Related Transportation Facilities and, to the maximum extent practicable, to avoid disruption, interruption or other adverse effects on traffic flow, throughput or level of service on the Related Transportation Facilities. DB Team shall conduct and carry out traffic management in accordance with all applicable Technical Provisions, Technical Documents, Laws and Governmental Approvals, and in accordance with the Transportation Management Plan, as well as any directives as may be required pursuant to Article 8.1.1.2.

**9.2.2** DB Team shall prepare and submit to GDOT, for GDOT acceptance a Transportation Management Plan for managing traffic on the Project and Related Transportation Facilities, during the period of construction (from the period from NTP 3 to Maintenance Acceptance), addressing (a) orderly and safe movement and diversion of traffic on the Project and Related Transportation Facilities, and (b) orderly and safe diversion of traffic on the Related Transportation Facilities necessary in connection with field maintenance and repair work in response to Incidents, Emergencies and lane closures. The Transportation Management Plan shall promote safe and efficient operation of the Project and Related Transportation Facilities at all times during the course of construction of the Project, including during Utility Adjustment Work. DB Team shall prepare the Transportation Management Plan according to the schedule set forth in Section 18 of the Technical Provisions. The Transportation Management Plan shall comply with the Technical Provisions and Technical Documents concerning traffic management and traffic operations.

**9.2.3** GDOT shall have at all times, without obligation or liability to DB Team, the right to:

**9.2.3.1** Issue a Directive Letter to DB Team regarding traffic management and control (with which DB Team shall comply), or directly assume traffic management and control, of the Project during any period that (a) GDOT designates the Project or portion of the Project for immediate use as an emergency evacuation route or a route to respond to a disaster proclaimed by the Governor of Georgia, the President of the United States, or by any other federal or State agency, or any of the aforementioned's respective designees, including reversing the direction of traffic flow during such period, (b) GDOT designates the Project or a portion of the Project for immediate use as an alternate route for diversion of traffic from any interstate or Highway temporarily closed to all lanes in one or both directions due to incident or emergency or (c) the Commissioner determines such action will be in the public interest as a result of an emergency or natural disaster; and

**9.2.3.2** Provide on the Project, via message signs or other means consistent with Good Industry Practice, non-discriminatory traveler and driver information, and other public information (e.g. amber alerts), provided that the means to disseminate such information does not materially interfere with the Work.

## **Article 10 CONTRACTING AND LABOR PRACTICES**

**10.1 Reserved.**

**10.2 Responsibility for Work, Contractors and Employees**

**10.2.1** DB Team shall retain or cause to be retained only Contractors that are qualified, experienced and capable in the performance of the portion of the Work assigned. DB Team shall assure that each Contractor has at the time of execution of the Contract, and maintains at all times during performance of the assigned Work, all licenses required by applicable Laws. DB Team shall require all Contractors to adhere to the requirements herein with respect to Subcontractors.

**10.2.2** The retention of Contractors by DB Team will not relieve DB Team of its responsibilities hereunder or for the quality of the Work or materials or services provided by it.

**10.2.3** Each Contract shall include terms and conditions sufficient to ensure compliance by all Contractors and Subcontractors, all parties performing any Work on behalf thereof, with the requirements of the DB Documents, and shall include those terms that are specifically required by the DB Documents to be included therein, including, to the extent applicable, those set forth in Exhibit 8 and any other applicable federal requirements.

**10.2.4** Nothing in the DB Documents will create any contractual relationship between GDOT and any Subcontractor. No Contract entered into by or under DB Team shall impose any obligation or liability upon GDOT to any Subcontractor, or any of their respective employees.

**10.2.5** DB Team shall supervise and be fully responsible for the actions, omissions, negligence, willful misconduct, or breach of applicable Law or contract by any Contractor or DB Team-Related Entity, or their respective members, officers, directors, partners, and employees, as though DB Team directly employed all such individuals.

### **10.3 Reserved.**

### **10.4 Key Personnel**

**10.4.1** DB Team shall retain, employ and utilize the individuals specifically listed in Exhibit 2 to fill the corresponding Key Personnel positions listed therein. DB Team shall not change or substitute any such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise accepted by GDOT pursuant to Article 10.4.2. In such circumstances, DB Team shall promptly propose a replacement with comparable experience for such position.

**10.4.2** DB Team shall notify GDOT in writing of any proposed replacement for any Key Personnel position. GDOT shall have the right to review the qualifications and character of each individual to be appointed to a Key Personnel position (including personnel employed by Contractors to fill any such position) and to accept or disapprove use of such individual in such position prior to the commencement of any Work by such individual. If DB Team fails to provide a proposed replacement that is sufficiently qualified to GDOT within ninety (90) days after notifying GDOT of a proposed replacement for any Key Personnel position, then such failure shall be constitute a DB Team Default pursuant to Article 17.1.1.

**10.4.3** DB Team shall cause each individual filling a Key Personnel position to dedicate the full amount of time necessary for the proper prosecution and performance of the Work.

**10.4.4** DB Team shall provide GDOT phone numbers and email addresses for all Key Personnel. GDOT requires the ability to contact Key Personnel twenty four (24) hours per day, seven (7) days per week.



**10.5 Reserved.**

**10.6 Labor Standards**

**10.6.1** In the performance of its obligations under the DB Documents, DB Team at all times shall comply, and require by contract that all Contractors and vendors comply, with all applicable federal and State labor, occupational safety and health standards, rules, regulations and federal and State orders.

**10.6.2** All individuals performing the Work shall have the skill and experience and any licenses or certifications required to perform the Work assigned to them.

**10.6.3** If any individual employed by DB Team or any Contractor is not performing the Work in a proper, safe and skillful manner, then DB Team shall, or shall cause such Contractor to, remove such individual and such individual shall not be re-employed on the Work. If, after notice and reasonable opportunity to cure, such individual is not removed or if DB Team fails to ensure that skilled and experienced personnel are furnished for the proper performance of the Work, then GDOT may suspend the affected portion of the Work by delivering to DB Team written notice of such suspension. Such suspension shall in no way relieve DB Team of any obligation contained in the DB Documents or entitle DB Team to any additional compensation or time extension hereunder.

**10.6.4** DB Team and its Contractors shall comply with the Georgia Immigration & Compliance Act (“Immigration Act”), O.C.G.A. § 13-10-90, *et seq.* DB Team must certify compliance with the Immigration Act using the form attached as Exhibit 19. The required certificates and affidavits must be filed with GDOT and copies maintained by DB Team and each Contractor as of the Effective Date, recertified as of July 15 of each year, and again recertified upon final completion of the Work under the applicable Contract. State officials, including officials of the Georgia Department of Labor and GDOT, retain the right to inspect and audit the Project and employment records of DB Team and all Contractors without notice during normal working hours until the Work under the applicable Contract is complete, and as otherwise specified by Law.

**10.7 Reserved.**

**10.8 Non-Discrimination; Equal Employment Opportunity**

**10.8.1** DB Team shall not, and shall cause the Contractors to not, discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the Work under the DB Documents. DB Team shall carry out, and shall cause the Contractors to carry out, applicable requirements of 49 CFR Part 26. Failure by DB Team to carry out these requirements is a material breach of this Agreement, which may result in a Default Termination Event and the termination of this Agreement or such other remedy permitted hereunder as GDOT deems appropriate (subject to DB Team’s rights to notice and opportunity to cure set forth in this Agreement), 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.

**10.8.2** DB Team shall include the immediately preceding paragraph in every Contract (including purchase orders and in every Contract of any DB Team-Related Entity for Work), and

shall require that they be included in all Contracts at lower tiers, so that such provisions will be binding upon each Contractor.

## **10.9 Disadvantaged Business Enterprise**

### **10.9.1 General**

**10.9.1.1** DB Team shall comply with with 49 CFR Part 26 and GDOT's Disadvantaged Business Enterprise (DBE) policy and program. The purpose of GDOT's DBE policy and program is to ensure that DBEs shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds. DB Team shall comply with all applicable requirements set forth in GDOT's DBE policy and program.

**10.9.1.2** DB Team shall include provisions to effectuate GDOT's DBE policy and program in every Contract to which it is a party (including purchase orders and task orders for Work), and shall require that they be included in all Contracts at lower tiers (including purchase orders and task orders for Work), so that such provisions will be binding upon each Contractor. The DB Team shall ensure that all contracts and subcontracts (including purchase orders and task orders for Work) with DBEs to supply labor or materials are required to be performed in accordance with 49 CFR Part 26.53.

### **10.9.2 DBE Participation Goals**

**10.9.2.1** GDOT's overall statewide DBE goal is fifteen percent (15%) of the overall Project design and construction costs.

**10.9.2.2** DB Team shall exercise good faith efforts to achieve such DBE participation goal for the Project.

### **10.9.3 Compliance with DBE Participation Goals**

**10.9.3.1** DB Team shall not terminate, and shall not allow a Contractor to terminate, a DBE subcontractor listed in its Proposal (or an approved substitute DBE firm) without GDOT's prior written consent. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

**10.9.3.2** DB Team shall include a provision in every Contract to which it is a party stating that the Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains GDOT's consent as provided in 49 CFR Part 26.3(f) and that unless GDOT's consent is provided under 49 CFR Part 26.3(f), the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

**10.9.3.3** DB Team shall make available to GDOT upon request a copy of all DBE subcontracts.

**10.9.3.4** Before transmitting to GDOT a request to terminate and/or substitute a DBE subcontractor, the DB Team or Contractor must give notice in writing to the DBE subcontractor, with a copy to GDOT, of its intent to request to terminate and/or substitute, and the reason for the request. The DB Team or Contractor must give the DBE five days to respond

to the notice and advise GDOT and the DB Team or Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why GDOT should not approve the termination and/or substitution.

**10.9.3.5** GDOT may only provide written consent allowing the DB Team or a Contractor to terminate a DBE firm listed in the Proposal if GDOT agrees that that the DB Team or Contractor has good cause to terminate the DBE firm. For the purposes of 49 CFR Part 26.3(f), good cause includes the following circumstances:

- (i) The listed DBE subcontractor fails or refuses to execute a written contract;
- (ii) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the DB Team or Contractor;
- (iii) The listed DBE subcontractor fails or refuses to meet the DB Team's or Contractor's reasonable, nondiscriminatory bond requirements.
- (iv) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (v) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (vi) GDOT has determined that the listed DBE subcontractor is not a responsible contractor;
- (vii) The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- (viii) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (ix) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (x) Other documented good cause that GDOT determines compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the DB Team or Contractor seeks to terminate a DBE it relied upon to obtain the work so that the DB Team or Contractor can self-perform the work for which the DBE contractor was engaged or so that the DB Team or Contractor can substitute another DBE or non-DBE contractor after contract award.

**10.9.4** When a DBE subcontractor is terminated as provided above, or fails to complete its work for any reason, DB Team or Contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the established DBE participation

goal. The good faith efforts shall be documented by the DB Team or Contractor. If GDOT requests documentation of such good faith efforts, , the DB Team or Contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the DB Team or Contractor, and GDOT shall provide a written determination stating whether or not good faith efforts have been demonstrated.

### **10.10 Job Training Program**

**10.10.1** DB Team, at its own cost and expense, shall include on-the-job training and shall submit to GDOT review and acceptance a plan meeting all requirements set forth in GDOT Standard Specification 158. There are 20,000 required training hours for this project.

### **10.11 Prevailing Wages**

**10.11.1** DB Team shall pay or cause to be paid to all applicable workers employed by it or its Contractors to perform the Work not less than the prevailing rates of wages, as provided in the statutes and regulations applicable to public work contracts, including the Davis-Bacon Act, and as provided in Exhibit 8. DB Team shall comply and cause its Contractors to comply with all Laws pertaining to prevailing wages. For the purpose of applying such Laws, the Project shall be treated as a public work paid for in whole or in part with public funds (regardless of whether public funds are actually used to pay for the Project). The foregoing shall not apply to Contracts at any tier with Governmental Entities.

**10.11.2** It is DB Team's sole responsibility to determine the wage rates required to be paid. In the event rates of wages and benefits change while this Agreement is in effect, DB Team shall bear the cost of such changes and shall have no Claim against GDOT on account of such changes. Without limiting the foregoing, no Claim will be allowed which is based upon DB Team's lack of knowledge or a misunderstanding of any such requirements.

**10.11.3** DB Team shall comply and cause its Contractors, other than GDOT or Governmental Entities acting as Contractors, to comply with all Laws regarding notice and posting of intent to pay prevailing wages, of prevailing wage requirements and of prevailing wage rates.

### **10.12 Prompt Payment to Contractors and Pay When Paid Provisions**

DB Team shall comply with the Georgia Prompt Payment Act, Code Section 13-11-1 *et seq.* Further, neither DB Team, the Design-Build Contractor or Contractor, nor any Subcontractor shall impose retainage upon any consultant, laborer, subcontractor, vendor, materialman, or supplier with whom any of them have contracted.

### **10.13 Suspension and Debarment**

DB Team shall deliver to GDOT, not later than January 31st of each year through Final Acceptance, and upon Final Acceptance, signed certifications regarding suspension, debarment, ineligibility, voluntary exclusion, convictions and civil judgments from DB Team, from each affiliate of DB Team (as "affiliate" is defined in 29 CFR 98.905 or successor regulation of similar import), and from each Contractor whose Contract amount equals or exceeds \$100,000. The annual certification shall be substantially in the form of paragraphs 1.a through 1.d of Attachment 7 to Exhibit 8 (Federal Requirements).

## 10.14 Uniforms

Any uniforms, badges, logos and other identification worn by personnel of DB Team-Related Entities shall bear colors, lettering, design or other features to assure clear differentiation from those of GDOT and their employees.

## Article 11 RELATED AND OTHER FACILITIES

### 11.1 Integration with Related Transportation Facilities

**11.1.1** DB Team shall locate, configure, design, and construct the termini, interchanges, entrances and exits of the Project so that the Project will be compatible and integrated with the location, configuration, design, operation and maintenance of, and provide a smooth, safe transition of traffic to and from, Related Transportation Facilities, as set forth in Section 11 of the Technical Provisions. The design for the Project shall include and provide for such compatibility, integration and transition. The design and construction of the Project, shall satisfy all provisions of the Technical Provisions and Project Management Plan relating to compatibility, integration and transition with or at Related Transportation Facilities, including those concerning signage, signaling and communications with Users.

**11.1.2** Without limiting the foregoing, DB Team shall cooperate and coordinate with GDOT and any third party that owns, constructs, manages, operates or maintains a Related Transportation Project with regard to the construction, maintenance and repair programs and schedules for such Related Transportation Facilities, in order to minimize disruption to the operation thereof.

**11.1.3** To assist DB Team, GDOT shall provide to DB Team during normal working hours, reasonable access to plans, surveys, drawings, as-built drawings, specifications, reports and other documents and information in the possession of GDOT or their contractors and consultants pertaining to Related Transportation Facilities. DB Team, at its expense, shall have the right to make copies of the same. DB Team, at its expense, shall conduct such other inspections, investigations, document searches, surveys and other work as may be necessary to achieve compatibility, integration and transition with those Related Transportation Facilities identified in Section 11 of the Technical Provisions.

**11.1.4** GDOT shall provide reasonable assistance to DB Team, upon its request and at its expense, in obtaining cooperation and coordination from third parties that own, manage, operate or maintain Related Transportation Facilities and in enforcing rights, remedies and warranties that DB Team may have against any such third parties. Such assistance may include GDOT's participation in meetings and discussions. In no event shall GDOT be required to bring any legal action or proceeding against any such third party.

**11.1.5** GDOT shall have at all times, without obligation or liability to DB Team, the right to conduct traffic management activities on GDOT's Related Transportation Facilities and all other facilities of the State transportation network in the area of the Project in accordance with its standard traffic management practices and procedures in effect from time to time.

## Article 12 SAFETY COMPLIANCE

### 12.1 Safety Compliance

### **12.1.1 Safety Compliance Orders**

**12.1.1.1** GDOT shall use good faith efforts to inform DB Team at the earliest practicable time of any circumstance or information relating to the Project which in GDOT's reasonable judgment is likely to result in a Safety Compliance Order. Except in the case of Emergency, GDOT shall consult with DB Team prior to issuing a Safety Compliance Order concerning the risk to public or worker safety, alternative compliance measures, cost impacts, and the availability of DB Team resources to fund the Safety Compliance work.

**12.1.1.2** GDOT's duties shall include monitoring and inspecting for the purpose of determining whether any circumstances exist that warrant issuance of a Safety Compliance Order with respect to the Design Work and the Construction Work, and giving reports and recommendations to the DB Team with respect thereto.

**12.1.1.3** Subject to conducting such prior consultation, GDOT may issue Safety Compliance Orders to DB Team at any time from and after the Effective Date.

### **12.1.2 Duty to Comply**

**12.1.2.1** Subject to Article 12.1.1, DB Team shall implement all Safety Compliance as expeditiously as reasonably possible following issuance of the Safety Compliance Order. DB Team shall diligently prosecute the work necessary to achieve such Safety Compliance until completion, subject to any remedies allowed from the occurrence of a Relief Event.

**12.1.2.2** DB Team shall perform all work required to implement Safety Compliance at DB Team's sole cost and expense. Without limiting the foregoing and for the avoidance of doubt, in no event shall DB Team be entitled to (a) issue a Change Request, or (b) except as provided in Article 12.1.3, claim that a Compensation Event or Relief Event has occurred or resulted from the existence of a Safety Compliance Order.

### **12.1.3 Contesting Safety Compliance Orders**

DB Team may contest a Safety Compliance Order by delivering to GDOT written notice setting forth (a) DB Team's claim that no Safety Compliance conditions exist to justify the Safety Compliance Order, (b) DB Team's explanation of its claim in reasonable detail and (c) DB Team's estimate of impacts on costs and schedule attributable to the contested Safety Compliance Order. If GDOT does not receive such written notice prior to issuance of a Safety Compliance Order, or within fifteen (15) days after GDOT issues an emergency Safety Compliance Order, then DB Team thereafter shall have no right to contest. If DB Team timely contests a Safety Compliance Order, DB Team nevertheless shall implement the Safety Compliance Order, but if it is finally determined following the procedures set forth in GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes" that Safety Compliance conditions did not exist, then the Safety Compliance Order shall be treated as a Directive Letter for a GDOT Change.

## **Article 13 RELIEF EVENTS; COMPENSATION EVENTS**

### **13.1 Relief Events**

#### **13.1.1 Relief Event Notice**

**13.1.1.1** If at any time DB Team determines that a Relief Event has occurred or is imminent, DB Team shall promptly, submit a written Relief Event Notice to GDOT.

**13.1.1.2** The Relief Event Notice shall include (a) a statement of the Relief Event upon which the claim of delay or inability to perform is based, including its nature, the date of its occurrence and its duration; (b) the effect of the Relief Event on DB Team's ability to perform any of its obligations under the DB Documents, including details of the relevant obligations, an impacted delay analysis indicating all affected activities on any Critical Path (with activity durations, predecessor and successor activities and resources, including Float available pursuant to Article 3.3.5), and the likely duration of that effect; (c) an explanation of the measures that DB Team proposes to undertake to mitigate the delay and other consequences of the Relief Event; and (d) an estimate of the delay in performance of any obligations under the DB Documents attributable to the Relief Event. If a single Relief Event is a continuing cause of delay, only one Relief Event Notice shall be necessary.

**13.1.1.3** If, following issuance of any Relief Event Notice, DB Team receives or becomes aware of any further information relating to the Relief Event and/or any delay in performance or failure to perform, it shall submit such further information to GDOT not later than seven (7) days of DB Team's receipt or knowledge, as the case may be. GDOT may request from DB Team any further information that GDOT may reasonably require, and DB Team shall supply the same within a reasonable period after such request.

**13.1.1.4** Time is of the essence in DB Team's delivery of its written Relief Event Notice. Accordingly, if for any reason DB Team fails to deliver a Relief Event Notice in strict accordance with this Article 13.1:

(a) Within thirty (30) days following the date (herein the "starting date") on which DB Team first became aware (or should have been aware, using all reasonable due diligence) of the Relief Event, DB Team shall be deemed to have irrevocably and forever waived and released the portion of any Claim or right to relief for adverse effect attributable to the Relief Event accruing after such thirty (30) day deadline and until the date DB Team submits the written Relief Event Notice; and

(b) Within one hundred and eighty (180) days following the starting date, DB Team shall be deemed to have irrevocably and forever waived and released any and all Claim or right to relief (including extension of time for performance of Design Work or Construction Work) for any adverse effect attributable to such Relief Event.

### **13.1.2 Extensions of Time for Relief Events**

**13.1.2.1** If DB Team complies with the notice and information requirements in this Article 13.1, then within thirty (30) days after receiving the Relief Event Notice (and, if applicable, any required updates thereto) GDOT, acting reasonably, shall issue a Relief Event Determination. GDOT shall specify in the Relief Event Determination (a) the relevant obligations for which relief is given, (b) the period of time that Milestone Schedule Deadlines or periods set forth in the Project Schedule will be extended based on the number of days of delay affecting a Critical Path, after consumption of Float available pursuant to Article 3.3.5, that is directly attributable to the Relief Event and that cannot be avoided through reasonable mitigation measures and (c) if applicable, the period of time, if any, that the Contract Time will

be extended. DB Team shall be relieved from the performance of obligations to the extent specified in the Relief Event Determination.

**13.1.2.2** DB Team shall not be excused from compliance with applicable Laws, Technical Provisions or Technical Documents due to the occurrence of a Relief Event, except temporary inability to comply as a direct result of a Relief Event.

**13.1.2.3** If GDOT is obligated to but does not provide a Relief Event Determination within such thirty (30) day period, DB Team shall have the right to assert a Claim against GDOT for the relevant Relief Event and have such Claim determined according to GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes.” Any Dispute regarding the occurrence of a Relief Event, the terms of the Relief Event Determination or waiver of DB Team’s Claim or right to relief shall be resolved according to GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes.”

**13.1.2.4** Without limiting DB Team’s rights with respect to monetary relief for Compensation Events as set forth in this Agreement, the extensions of time as provided, if any, pursuant to this Article 13.1 are DB Team’s sole remedy for a Relief Event.

**13.1.2.5** Except to the extent of a Claim asserted by DB Team pursuant to Article 13.1.2.3 above, a Relief Event Determination shall be deemed to be a Supplement Agreement as set forth pursuant to Article 14.4.

## **13.2 Compensation Events**

### **13.2.1 Compensation Event Notice**

**13.2.1.1** Except as otherwise expressly provided in this Agreement, if at any time DB Team determines that a Compensation Event has occurred or is imminent, DB Team shall submit a written Compensation Event Notice to GDOT.

**13.2.1.2** The Compensation Event Notice shall identify the Compensation Event and its date of occurrence in reasonable detail, describe DB Team’s current estimate of the anticipated adverse and beneficial effects of the Compensation Event, and include written analysis and calculation of DB Team’s current estimate of the estimated increase or decrease in costs, to the extent applicable to the Compensation Event.

**13.2.1.3** If, following issuance of any Compensation Event Notice, DB Team receives or becomes aware of any further information relating to the Compensation Event, it shall submit such further information to GDOT not later than seven (7) days of DB Team’s receipt or knowledge, as the case may be. GDOT may request from DB Team any further information that GDOT may reasonably require, and DB Team shall supply the same within a reasonable period after such request.

**13.2.1.4** Time is of the essence in DB Team’s delivery of its written Compensation Event Notice. Accordingly, if for any reason DB Team fails to deliver such written Compensation Event Notice in strict accordance with this Article 13.2:

(a) Within thirty (30) days following the date (herein the “starting date”) on which DB Team first became aware (or should have been aware, using all reasonable due diligence) of the occurrence of such Compensation Event, DB Team shall be deemed to have



irrevocably and forever waived and released the portion of any Claim or right to compensation for costs attributable to such Compensation Event accruing after such thirty (30) day deadline and until the date DB Team submits the written Compensation Event Notice; and

(b) Within one hundred and eighty (180) days following the starting date, DB Team shall be deemed to have irrevocably and forever waived and released any and all Claim or right to compensation for any costs attributable to such Compensation Event.

**13.2.2** If DB Team complies with the notice and information requirements in this Article 13.2, GDOT shall, acting reasonably, meet with DB Team within sixty (60) days of receipt of Compensation Event Notice and commence good faith negotiations to determine the Compensation Amount, if any, to which DB Team is entitled. If DB Team stands ready to commence good faith negotiations to determine the Compensation Amount within the foregoing time period but for any reason GDOT does not commence to engage therein within the foregoing time period, then, subject to compliance with the notice and information requirements in Articles 13.2.1.1 and 13.2.1.3, DB Team shall have the right to assert a Claim against GDOT for the relevant Compensation Amount (if any) and have such Claim determined according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

**13.2.3** The Compensation Amount, if any, shall be determined by applying the following provisions.

**13.2.3.1** Cost impacts shall:

(a) Exclude (i) third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case to the extent that such costs would not be reimbursed to an employee of GDOT in the regular course of business, and (ii) unallowable costs under the following provisions of the federal Contract Cost Principles, 48 CFR 31.205: 31.205-8 (contributions or donations), 31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits), 31.205-14 (entertainment costs), 31.205-15 (fines, penalties, and mischarging costs), 31.205-27 (organization costs), 31.205-34 (recruitment costs), 31.205-35 (relocation costs), 31.205-43 (trade, business, technical and professional activity costs), 31.205-44 (training and education costs), and 31.205-47 (costs related to legal and other proceedings);

(b) Exclude amounts paid or to be paid to Affiliates in excess of the pricing DB Team could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

(c) Exclude those costs incurred in asserting, pursuing or enforcing any Claim or Dispute;

(d) Take into account any savings in costs resulting from the Compensation Event;

(e) Be subject to DB Team's obligation to mitigate cost increases and augment cost decreases in accordance with this Article 13.2;

(f) Shall not include any impact costs for delay for the sixty (60) cumulative days of delay due to interference or work of Separate Contractors engaged by GDOT or any other Governmental Entity with respect to the Project; and

(g) Be consistent and not exceed such amounts as set forth in the Technical Provisions.

**13.2.3.2** In all cases the Compensation Amount shall be net of all insurance available to DB Team, or deemed to be self-insured by DB Team under Article 16.1.4.3, with respect to cost or revenue impacts of the Compensation Event.

**13.2.3.3** The Compensation Amount shall not include any amount on account of federal, State, or local income taxes. Further and notwithstanding anything to the contrary herein, the Compensation Amount shall not include, under any circumstances, costs incurred by DB Team or any Contractors on account of charges or expenses due to (a) the business organization existence or maintenance of its business of any DB Team-Related Party or (b) labor or employment matters as a result of any Change in Law.

**13.2.4** If the Compensation Event is under clause (j) of the definition of Compensation Event, then the Compensation Amount shall be limited to the incremental increase in costs of initial design and construction due to delay and disruption directly attributable to the court order.

**13.2.5** DB Team shall share with GDOT all data, documents and information pertaining to bids for any work that is the subject of a Compensation Amount, and all of the aforementioned shall be on an Open Book Basis.

**13.2.6** If GDOT and DB Team are unable to agree on the Compensation Amount within thirty (30) days after commencing good faith negotiations, or if DB Team asserts a Claim against GDOT for the Compensation Amount as provided in this Article 13.2, GDOT shall prepare a good faith estimate of the Compensation Amount, and shall pay the full undisputed portion of the Compensation Amount to DB Team within thirty (30) days, or any other arrangement as the parties may mutually agree upon. Any Dispute regarding occurrence of a Compensation Event, determination of the Compensation Amount or waiver of DB Team's Claim or right to compensation shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

**13.2.7** Following a determination of the Compensation Amount by mutual agreement or GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes," GDOT shall pay such Compensation Amount (a) through periodic payments of the Compensation Amount in accordance with a written payment schedule determined by mutual agreement or through GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes." corresponding to when the cost impacts that make up the Compensation Amount are anticipated to occur, (b) in a lump sum, payable as determined by mutual agreement or through GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes," or (c) in such other manner as agreed upon by the Parties. GDOT, in its sole discretion, shall be entitled to select one or any combination of the foregoing methods of compensation, subject to the following terms and conditions.

**13.2.8** Without limiting DB Team's rights with respect to non-monetary relief for Relief Events as set forth in this Agreement, the Compensation Amount shall represent the sole right

to compensation and damages for the adverse financial effects of a Compensation Event. As a condition precedent to GDOT's obligation to pay any portion of the Compensation Amount, DB Team shall execute a full, unconditional, irrevocable release, in form reasonably acceptable to GDOT, of any Claims, Losses or other rights to compensation or other monetary relief associated with such Compensation Event, except for the Claim and right to the subject Compensation Amount, DB Team's right to non-monetary relief for a Relief Event, and the right to terminate this Agreement in accordance with Article 19.4 and to receive any applicable Termination Compensation.

**13.2.9** Except to the extent of a Claim asserted by DB Team pursuant to Section 13.2.6 above, a Compensation Event Determination shall be deemed to be a Supplement Agreement as set forth pursuant to Article 14.4.

### **13.3 Mitigation**

DB Team shall take all steps reasonably necessary to mitigate the consequences of any Relief Event or Compensation Event, including all steps that would generally be taken in accordance with Good Industry Practice.

## **Article 14 GDOT CHANGES; DB TEAM CHANGES; DIRECTIVE LETTERS**

This Article 14 sets forth the requirements for obtaining all Supplemental Agreements under this Agreement. DB Team hereby acknowledges and agrees that the DB Contract Sum is full and adequate compensation for performance of all of the Work, subject only to those exceptions specified in Article 13 and this Article 14 DB Team unconditionally and irrevocably waives the right to any claim for any monetary compensation or other relief in addition to that specifically provided under the terms of this Agreement, except in accordance with Article 13 and this Article 14. The foregoing waiver encompasses all theories of liability, whether in contract, tort (including negligence), equity, quantum meruit or otherwise, and encompasses all theories to extinguish contractual obligations, including impracticability, mutual mistake and frustration of purpose. Nothing in the Technical Provisions or Technical Documents shall have the intent or effect or shall be construed to create any right of DB Team to any Supplemental Agreement or other Claim for additional monetary compensation or other relief, any provision in the Technical Provisions or Technical Documents to the contrary notwithstanding.

### **14.1 GDOT Changes**

#### **14.1.1 GDOT's Right to Issue a Supplemental Agreement and Directive Letter**

GDOT may, at any time and from time to time, without notice to any Surety, authorize, cause and/or require, pursuant to a Supplemental Agreement or Directive Letter, changes in the Work, including additions or deletions, or in terms and conditions of the Technical Provisions or Technical Documents (including changes in the standards applicable to the Work).

#### **14.1.2 Request for Change Proposal**

**14.1.2.1** If GDOT desires to initiate a GDOT Change or to evaluate whether to initiate such a change, then GDOT may, at its discretion, issue a Request for Change Proposal. The Request for Change Proposal shall set forth the nature, extent and details of the proposed GDOT Change.

**14.1.2.2** Within five (5) Business Days after DB Team receives a Request for Change Proposal, or such longer period to which the Parties may mutually agree, GDOT and DB Team shall consult to define the proposed scope of the change. Within five (5) Business Days after the initial consultation, or such longer period to which the Parties may mutually agree, GDOT and DB Team shall consult concerning the estimated financial and schedule impacts.

**14.1.3** Within thirty (30) days following GDOT's delivery to DB Team of the Request for Change Proposal, DB Team shall provide GDOT with a written response as to whether, in DB Team's opinion, the proposed change constitutes a GDOT Change, will impact DB Team's costs and/or will impact DB Team's schedule, and if so, a detailed assessment of the cost and schedule impact of the proposed GDOT Change, including the following:

**14.1.3.1** DB Team's detailed estimate of the impacts on costs of carrying out the proposed GDOT Change;

**14.1.3.2** The effect of the proposed GDOT Change on the Project Schedule, including achievement of the Milestone Schedule Deadlines, taking into consideration DB Team's duty to mitigate any delay to the extent reasonably practicable; and

**14.1.3.3** Any other relevant information related to carrying out the proposed GDOT Change.

**14.1.4** GDOT shall be entitled, but not required, to obtain, from a qualified independent consultant of GDOT's choosing, a report prepared in accordance with Good Industry Practice as to the proposed GDOT Change related to the Design Work or the Construction Work, including recommendations and comments concerning DB Team's estimate of the cost impacts and projected impact on the Project Schedule and Milestone Schedule Deadlines. GDOT shall pay for the work of any such consultant.

**14.1.5** GDOT and DB Team, giving due consideration to any such report and study as may be commissioned by GDOT, shall exercise good faith efforts to negotiate a mutually acceptable Supplemental Agreement, including adjustment of the Project Schedule and Milestone Schedule Deadlines, any Compensation Amount to which DB Team is entitled, and the timing and method for payment of any Compensation Amount, in accordance with Article 13.2.

**14.1.6** If GDOT and DB Team are unable to reach agreement on a Supplemental Agreement, GDOT may, in its sole discretion, deliver to DB Team a Directive Letter pursuant to Article 14.3.1 directing DB Team to proceed with the performance of the Work in question notwithstanding such disagreement. Upon receipt of such Directive Letter, pending final resolution of the relevant Supplemental Agreement according to procedures set forth in GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes," (a) DB Team shall implement and perform the Work in question as directed by GDOT and (b) GDOT will make interim payment(s) to DB Team on a monthly basis for the reasonable documented costs of the Work in question subject to subsequent adjustment through the procedures set forth in GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

**14.1.7** GDOT shall be responsible for payment of the Compensation Amount agreed upon or determined through GDOT Standard Specification 105.13 "Claims for Adjustments and

Disputes,” through one of the payment mechanisms set forth in Article 13.2.7, and the Project Schedule and Milestone Schedule Deadlines shall be adjusted as agreed upon or determined through GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes,” and in accordance with Article 13.1, to reflect the effects of the Supplemental Agreement.

## **14.2 DB Team Changes**

**14.2.1** DB Team may request GDOT to accept modifications to the Technical Provisions or Technical Documents by submittal of a written Change Request using a form accepted by GDOT. The Change Request shall set forth DB Team’s detailed estimate of impacts on costs and schedule attributable to the requested change.

**14.2.2** GDOT, in its sole discretion, may accept or reject any Change Request proposed by DB Team, provided that GDOT will accept a Change Request necessary to bring the Technical Provisions or Technical Documents into compliance with applicable Law. GDOT may condition its acceptance on new or a modification of compensation for GDOT under this Agreement in order to benefit equally in the estimated net cost savings and revenue benefit, if any, attributable to the proposed change. If GDOT accepts such change, DB Team shall execute a Supplemental Agreement and shall implement such change in accordance with the Supplemental Agreement, applicable Technical Provisions, Technical Documents, the Project Management Plan, Good Industry Practice, and all applicable Laws.

**14.2.3** DB Team shall be solely responsible for payment of any increased costs and for any Project Schedule delays or other impacts resulting from a DB Team proposed Change Request, other than on account of a Compensation Event or Relief Event accepted by GDOT. If the Change Request results in a decrease in the costs of designing, constructing or operating the Project, the savings in costs shall be allocated between DB Team and GDOT as set forth in the Supplemental Agreement.

**14.2.4** DB Team may implement and permit a Utility Owner to implement, without a Change Request or Supplemental Agreement, changes to a Utility Adjustment design that do not vary from the Technical Provisions or Technical Documents, but such changes are subject either to GDOT’s acceptance as part of a Utility Work Plan as provided in Section 6.3.4 of the Technical Provisions.

**14.2.5** No Change Request shall be required to implement any change to the Work that is not specifically regulated or addressed by the DB Documents or applicable Law.

**14.2.6** Certain minor changes without significant cost savings or revenue benefits may be accepted in writing by GDOT, and in such event shall not require a Supplemental Agreement. Any other change in the requirements of the DB Documents shall require a Supplemental Agreement.

## **14.3 Directive Letters**

**14.3.1** GDOT may at any time issue a Directive Letter to DB Team regarding any matter for which a Supplemental Agreement can be issued or in the event of any Dispute regarding the scope of the Work or whether DB Team has performed in accordance with the requirements of the DB Documents. The Directive Letter will state that it is issued under this Article 14.3, will describe the Work in question and will state the basis for determining compensation, if any. Subject to Article 14.1.6, DB Team shall proceed immediately as directed in the letter, pending

the execution of a formal Supplemental Agreement (or, if the letter states that the Work is within DB Team's original scope of Work or is necessary to comply with the requirements of the DB Documents, DB Team shall proceed with the Work as directed but shall have the right to assert a Claim that a GDOT Change has occurred).

**14.3.2** The fact that a Directive Letter was issued by GDOT shall not be considered evidence that in fact a GDOT Change occurred. The determination whether a GDOT Change in fact occurred shall be based on an analysis of the original requirements of the DB Documents and a determination as to whether the Directive Letter in fact constituted a change in those requirements.

#### **14.4 Final Relief Event And Compensation Event Determinations**

**14.4.1** Any final Relief Event Determination and/or final Compensation Event Determination that has been mutually accepted by GDOT and DB Team shall be set forth in a Supplemental Agreement. Such Supplemental Agreement shall provide for modification of the Contract Time and the Project Schedule, including to the extent so established by such Relief Event Determination, the Milestone Schedule Deadlines, and modification of the DB Contract Sum pursuant to any such Compensation Event Determination, as the case may be.

#### **14.5 Reserved**

### **Article 15 REPRESENTATIONS AND COVENANTS**

#### **15.1 DB Team Representations and Covenants**

DB Team hereby represents to and covenants with GDOT as follows:

**15.1.1** During all periods necessary for the performance of the Work, DB Team and its Contractor(s) will maintain all required authority, license status, professional ability, skills and capacity to perform the Work.

**15.1.2** As of the Effective Date, DB Team has evaluated the constraints affecting design and construction of the Project, including the Property, the Existing Right of Way and Required Right of Way limits as well as the conditions of the NEPA/GEPA Document, and has reasonable grounds for believing and does believe that the Project can be designed and built within such constraints.

**15.1.3** Except as to parcels that GDOT lacked title or access to prior to the Effective Date, DB Team, in accordance with Good Industry Practice and the requirements of the DB Documents, shall have examined the Site and surrounding locations, performed appropriate field studies and geotechnical investigations of the Site, investigated and reviewed available public and private records, and undertook other activities sufficient to familiarize itself with surface conditions and subsurface conditions, including the presence of Utilities, Hazardous Materials, contaminated groundwater, archeological, paleontological and cultural resources, and Threatened or Endangered Species, affecting the Site or surrounding locations; and as a result of such review, inspection, examination and other activities DB Team is familiar with and accepts the physical requirements of the Work, subject to GDOT's obligations regarding Hazardous Materials under Article 7.8 and Exhibit 11 and DB Team's rights to seek relief under Article 13.

**15.1.4** DB Team has familiarized itself with the requirements of any and all applicable Laws, including with limitation O.C.G.A. §48-13-30, et. seq., and the conditions of any required Governmental Approvals prior to entering into this Agreement. Except as specifically permitted under Article 13 or Article 14, DB Team shall be responsible for complying with the foregoing at its sole cost and without any additional compensation or time extension on account of such compliance, regardless of whether such compliance would require additional time for performance or additional labor, equipment and/or materials not expressly provided for in the DB Documents. As of the Effective Date, DB Team has no reason to believe that any Governmental Approval required to be obtained by DB Team will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the DB Documents.

**15.1.5** All Work furnished by DB Team will be performed by or under the supervision of Persons who hold all necessary, valid licenses to practice in the State, by personnel who are skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the DB Documents and who shall assume professional responsibility for the accuracy and completeness of the Design Documents, Construction Documents and other documents prepared or checked by them.

**15.1.6** As of the Effective Date, DB Team is a [REDACTED] duly organized and validly existing under the laws of [REDACTED] ***[Note: Information to be provided with execution version]***, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver the DB Documents, Principal Project Documents as and to the extent applicable, and to perform each and all of the obligations of DB Team provided for herein and therein. DB Team is duly qualified to do business, and is in good standing, in the State as of the Effective Date, and will remain duly qualified and in good standing throughout the term of this Agreement and for as long thereafter as any obligations remain outstanding under the DB Documents.

**15.1.7** The execution, delivery and performance of the DB Documents, and all other Principal Project Documents to which DB Team is (or will be) a party have been (or will be) duly authorized by all necessary corporate action of DB Team; each person executing the DB Documents and all other such Project related documents, on behalf of DB Team has been (or at the time of execution will be) duly authorized to execute and deliver each such document on behalf of DB Team; and the DB Documents, and all such other Project related documents have been (or will be) duly executed and delivered by DB Team.

**15.1.8** Neither the execution and delivery by DB Team of the DB Documents and the Principal Project Documents to which DB Team is (or will be) a party, nor the consummation of the transactions contemplated hereby or thereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of the governing instruments of DB Team.

**15.1.9** As of the Effective Date, each of the DB Documents, the Principal Project Documents to which DB Team is (or will be) a party constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of DB Team, enforceable against DB Team and, if applicable, each member of DB Team, in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

**15.1.10** As of the Effective Date, there is no action, suit, proceeding, investigation or litigation pending and served on DB Team which challenges DB Team’s authority to execute, deliver or perform, or the validity or enforceability of, the DB Documents, and all other Project related documents to which DB Team is a party, or which challenges the authority of DB Team official executing the DB Documents, or the Principal Project Documents. DB Team has disclosed to GDOT prior to the Effective Date any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which DB Team is aware.

**15.1.11** As of the Proposal Due Date, DB Team disclosed to GDOT in writing all organizational conflicts of interest of DB Team and its Contractors of which DB Team was actually aware; and between the Proposal Due Date and the Effective Date, DB Team has not obtained knowledge of any additional organizational conflict of interest, and there have been no organizational changes to DB Team or its Contractors identified in its Proposal, which have not been accepted in writing by GDOT. For this purpose, organizational conflict of interest has the meaning set forth in Chapter I of the RFP (Instructions to Proposers).

**15.1.12** To the extent the Design-Build Contractor is not the DB Team, DB Team represents and warrants, as of the effective date of the Design-Build Contract, as follows: (a) the Design-Build Contractor is duly organized, validly existing and in good standing under the laws of the state of its organization; (b) with respect to Persons that individually hold more than ten percent (10%) of the capital stock of the Design-Build Contractor (including options, warrants and other rights to acquire capital stock), such stock is owned by the Persons whom DB Team has set forth in a written certification delivered to GDOT prior to the Effective Date; (c) the Design-Build Contractor has the power and authority to do all acts and things and execute and deliver all other documents as are required to be done, observed or performed by it in connection with its engagement by DB Team; (d) the Design-Build Contractor has all necessary expertise, qualifications, experience, competence, skills and know-how to perform the design and construction of the Project in accordance with the DB Documents; and (e) the Design-Build Contractor is not in breach of any applicable Law that would have a material adverse effect on the design and construction of the Project.

**15.1.13** The execution and delivery by DB Team of this Agreement and all other Project related documents to which DB Team is a party will not result, at the time of execution, in a default under any other agreement or instrument to which it is a party or by which it is bound.

**15.1.14** The execution and delivery by DB Team of the DB Documents and performance by DB Team of its obligations thereunder will not conflict with any Laws applicable to DB Team that are valid and in effect on the Effective Date.

## **15.2 GDOT Representations and Covenants**

GDOT hereby represents to and covenants with DB Team as follows:

**15.2.1** As of the Effective Date, GDOT has full power, right and authority to execute, deliver and perform the DB Documents and the Principal Project Documents to which GDOT is a party and to perform each and all of the obligations of GDOT provided for herein and therein.



**15.2.2** As of the Effective Date, each of the DB Documents and the Principal Project Documents to which GDOT is (or will be) a party constitutes (or at the time of execution and delivery will constitute) the legal, valid and binding obligation of GDOT, enforceable against GDOT in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.

**15.2.3** The execution and delivery by GDOT of this Agreement and the Principal Project Documents to which GDOT is a party will not result, at the time of execution, in a default under any other agreement or instrument to which it is a party or by which it is bound.

**15.2.4** The execution and delivery by GDOT of the DB Documents and performance by GDOT of its obligations thereunder will not conflict with any Laws applicable to GDOT that are valid and in effect on the Effective Date.

### **15.3 Survival of Representations and Covenants**

The representations and covenants of DB Team and GDOT contained herein shall survive expiration or earlier termination of this Agreement.

### **15.4 Special Remedies for Mutual Breach of Representations and Covenants**

Notwithstanding any other provision of this Agreement, if there exists or occurs any circumstance or event that constitutes or results in a concurrent breach of any of the representations or covenants set forth in this Article 15 by both DB Team and GDOT but does not also constitute or result in any other breach or default by either Party, then such breaches shall not form the basis for a Compensation Event or damage claim by GDOT against DB Team. Instead, the only remedies shall be for the Parties to take action to rectify or mitigate the effects of such circumstance or event, to pursue severance and reformation of the DB Documents and Principal Project Documents as set forth in Article 24.13, or Termination by Court Ruling as set forth in Article 19.11 and Exhibit 20.

## **Article 16 INSURANCE; PERFORMANCE SECURITY; INDEMNITY**

### **16.1 Insurance**

#### **16.1.1 Insurance Policies and Coverage**

**16.1.1.1** In addition to the insurance requirements covered elsewhere, provide insurance coverage of the following types and amounts:

(a) Valuable Papers: Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by the Project is required. Insurance is to be maintained in full force and effect during the life of this Agreement.

(b) Professional Liability (Errors and Omissions): Insurance in an amount not less than one million dollars (\$1,000,000) per claim (with a maximum of two hundred and fifty thousand dollars (\$250,000) deductible per claim) during the agreement term and for a period of at least five (5) years after this Agreement is closed is required. Such a policy is to cover all of the DB Team's professional liabilities, whether occasioned by the DB Team, his employees,

subcontractors or other agents, arising out of services performed under or in accordance with this Agreement.

(c) This form should be submitted to the Department along with the Contract at the Post Award meeting.

## **16.2 Performance and Payment Security**

DB Team shall furnish, either P&P Bonds meeting the requirements of this Article 16.2 as performance and payment security for the Work.

### **16.2.1 P&P Bonds**

**16.2.1.1** The DB Team shall furnish, or cause the furnishing of, P&P Bonds, DB Team shall obtain and deliver P&P Bonds in such amount as required pursuant to the terms set forth in the Standard Specification Section 103.05, identifying DB Team as the P&P Obligor, securing DB Team's obligations to perform the Work and to ensure that payments owing to Claimants are made with respect to such Work.

**16.2.1.2** The P&P Bonds shall be issued by a properly licensed and U.S. Treasury listed surety(ies) that have not less than A or better and Class VIII by A.M. Best and Company's Insurance Reports Key Rating Guide, and listed on Treasury Department Circular 570, and be on the list of companies approved by the State for at least three of the last five (5) years from the date of the proposed bond issuance. If P&P Bonds are issued by more than one surety, such P&P Bonds shall be executed on a joint and several basis.

### **16.2.2 Reserved**

### **16.2.3 Reserved.**

## **16.3 Reserved**

## **16.4 Rerserved**

## **16.5 Indemnity by DB Team**

**16.5.1** Subject to Article 16.5.2, DB Team shall release, protect, defend, indemnify and hold harmless the Indemnified Parties from and against any and all Third Party Claims and Third Party Losses arising out of, relating to or resulting from:

**16.5.1.1** The breach or alleged breach of the DB Documents by DB Team;

**16.5.1.2** The failure or alleged failure by any DB Team-Related Entity to comply with the Governmental Approvals, any applicable Environmental Laws or other Laws (including Laws regarding Hazardous Materials Management);

**16.5.1.3** Any alleged patent or copyright infringement or other allegedly improper appropriation or use by any DB Team-Related Entity of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Work, or arising out of any use in connection with the Project of methods, processes, designs, information, or other items furnished or communicated to GDOT or another Indemnified Party

pursuant to the DB Documents; provided that this indemnity shall not apply to any infringement resulting from GDOT's failure to comply with specific written instructions regarding use provided to GDOT by DB Team;

**16.5.1.4** The actual or alleged culpable act or omission, culpable error or misconduct of any DB Team-Related Entity in or associated with performance of the Work;

**16.5.1.5** Any and all claims by any governmental or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or income of any DB Team-Related Entity with respect to any payment for the Work made to or earned by any DB Team-Related Entity;

**16.5.1.6** Any and all stop notices, liens and claims filed in connection with the Work, including all expenses and attorneys', accountants' and expert witness fees and costs incurred in discharging any stop notice, lien or claim, and any other liability to Contractors, laborers and Suppliers for failure to pay sums due for their work, services, materials, goods, equipment or supplies, including interest and attorney's fees, provided that GDOT is not in default in payments owing (if any) to DB Team with respect to such Work;

**16.5.1.7** Any actual or threatened DB Team Release of Hazardous Materials;

**16.5.1.8** The claim or assertion by any other developer or contractor that any DB Team-Related Entity interfered with or hindered the progress or completion of work being performed by the other contractor or developer, or failed to cooperate reasonably with the other developer or contractor, so as to cause inconvenience, disruption, delay or loss, except where the DB Team-Related Entity was not in any manner engaged in the management, prosecution, protection or performance of the Work;

**16.5.1.9** Any dispute or claim by a Utility Owner related to any DB Team-Related Entity's performance of, or failure to perform, the obligations under any Utility Agreement;

**16.5.1.10** (a) Any DB Team breach of or failure to perform an obligation that GDOT owes to a third Person, including, but not limited to, Governmental Entities, under Law or under any agreement between GDOT and a third Person, where GDOT has delegated performance of the obligation to DB Team pursuant to the terms of the DB Documents, or (b) the negligent or willful acts or omissions of any DB Team-Related Entities which render GDOT unable to perform or abide by an obligation that GDOT owes to a third Person, including, but not limited to, Governmental Entities, under any agreement between GDOT and a third Person, where the agreement is previously disclosed or known to DB Team;

**16.5.1.11** The fraud, bad faith, arbitrary or capricious acts, willful misconduct, negligence or violation of Law or contract by DB Team or Design-Build Contractor or any Affiliate of either in connection with DB Team's performance of real property acquisition services under the DB Documents;

**16.5.1.12** Inverse condemnation, trespass, nuisance, interference with use and enjoyment of property or similar taking of or harm to real property by reason of (a) the failure of any DB Team-Related Entity to comply with Good Industry Practice, requirements of the DB Documents, Project Management Plan or Governmental Approvals, (b) the intentional

misconduct or negligence of any DB Team-Related Entity, or (c) the entry onto or encroachment upon another's property by any DB Team-Related Entity;

**16.5.1.13** If applicable, any violation of any federal or state securities or similar law by any DB Team-Related Entity;

**16.5.1.14** Errors, inconsistencies or other defects in the design or construction of the Project and/or of Utility Adjustments, or the Work, included in the Design Work and/or Construction Work; or

**16.5.1.15** Any claim asserted or alleged against GDOT in contradiction of Article 6.3.12.

**16.5.2** Subject to the releases and disclaimers herein, including all the provisions set forth in Article 6.3.8, DB Team's indemnity obligation shall not extend to any Third Party Claims and Third Party Losses to the extent caused or contributed to by:

**16.5.2.1** The sole negligence, recklessness or willful misconduct, bad faith or fraud of the Indemnified Party;

**16.5.2.2** GDOT's breach of any of obligations under the DB Documents, subject to Article 6.3.12;

**16.5.2.3** An Indemnified Party's violation of any Laws or Governmental Approvals; or

**16.5.2.4** Any material defect inherent in a prescriptive design, or construction specification included in the DB Documents that was not drafted or provided by DB Team under this Agreement, but only where prior to occurrence of the Third Party Loss DB Team complied with such specification and did not actually know, or would not reasonably have known, while exercising reasonable diligence, that it was deficient or, if DB Team actually knew of the deficiency, unsuccessfully sought GDOT's waiver or acceptance of a Change Request from such specification.

**16.5.3** In claims by an employee of DB Team, a Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 16.5 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for DB Team or a Contractor under workers' compensation, disability benefit or other employee benefits laws.

**16.5.4** For purposes of this Article 16.5, "Third Party Claim" includes a claim, dispute, disagreement, cause of action, demand, suit, action, judgment, investigation, or legal or administrative proceeding which (a) is asserted, initiated or brought by any Indemnified Party's employee, agent or contractor against an Indemnified Party, (b) is within the scope of the indemnities and (c) is not covered by the Indemnified Party's worker's compensation program. For purposes of this Article 16.5, "Third Party Loss" includes any actual or alleged Loss sustained or incurred by such employee, agent or contractor.

## **16.6 Defense and Indemnification Procedures**

**16.6.1** If any of the Indemnified Parties receives notice of a claim that it believes is within the scope of the indemnities under Article 16.5, GDOT shall by writing as soon as practicable after receipt of the claim, (a) inform DB Team of the claim, (b) send to DB Team a copy of all written materials GDOT has received asserting such claim and (c) notify DB Team that should no insurer accept defense of the claim, the Indemnified Party will conduct its own defense unless DB Team accepts the tender of the claim in accordance with Article 16.6.3. As soon as practicable after DB Team receives notice of a claim or otherwise has actual knowledge of a claim, it shall tender the claim in writing to the insurers under all potentially applicable Insurance Policies and comply with all notice requirements contained in such Insurance Policies. GDOT and other Indemnified Parties also shall have the right to tender such claims to such insurers.

**16.6.2** Subject to Article 16.6.4, if the insurer under any applicable Insurance Policy accepts the tender of defense, GDOT and DB Team shall cooperate in the defense as required by the Insurance Policy. If no insurer under potentially applicable Insurance Policies provides defense, then Article 16.6.3 shall apply.

**16.6.3** If the defense is tendered to DB Team, then within thirty (30) days after receipt of the tender it shall notify the Indemnified Party whether it has tendered the matter to an insurer and (if not tendered to an insurer or if the insurer has rejected the tender) shall deliver a written notice stating that DB Team:

**16.6.3.1** Accepts the tender of defense and confirms that the claim is subject to full indemnification hereunder without any “reservation of rights” to deny or disclaim full indemnification thereafter;

**16.6.3.2** Accepts the tender of defense but with a “reservation of rights” in whole or in part, with a detailed statement as to the reasons for the “reservation of rights”; or

**16.6.3.3** Rejects the tender of defense based on a determination that it is not required to indemnify against the claim under the terms of this Agreement, with a detailed statement as to the reasons for the denial.

**16.6.4** If DB Team accepts the tender of defense under Article 16.6.3.1, DB Team acknowledges and agrees (and has caused the insurer to be so notified of the statutory requirements) that the Attorney General of the State shall represent and defend the State, GDOT and any officer, director, commissioner or employee of such Indemnified Parties; but GDOT will request that the Attorney General of the State, without limiting the authority of the Attorney General of the State, consider attorneys recommended by DB Team for appointment as Special Assistant Attorney General to represent and defend the referenced Indemnified Parties. DB Team may, at the option of the Attorney General, have the right to participate in the defense of the Indemnified Parties. In the event of litigation, any settlement on behalf of the Indemnified Parties must be expressly approved by the Attorney General of the State. The foregoing shall not relieve DB Team’s obligation to bear the fees and costs of defending and settling such claim. During such defense:

**16.6.4.1** DB Team shall fully and regularly inform the Indemnified Party and the Attorney General of the State of the progress of the defense and of any settlement discussions; and

**16.6.4.2** Each Indemnified Party shall fully cooperate in said defense, provide to DB Team all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the Indemnified Party, and maintain the confidentiality of all communications between it and DB Team concerning such defense.

**16.6.5** If DB Team responds to the tender of defense as specified in Article 16.6.3.2 or 16.6.3.3, such Indemnified Parties shall also be represented by the Attorney General of the State who shall otherwise control the defense of such claim, including settlement. The foregoing shall not relieve DB Team from its obligations to bear the fees and costs of defending and settling such claim.

**16.6.6** Even if the Attorney General of the State has appointed counsel selected by DB Team to represent any of the Indemnified Parties, the Attorney General of the State may assume the defense of the applicable Indemnified Parties by delivering to DB Team written notice of such election and the reasons therefor, if the Indemnified Parties, at the time it gives notice of the claim or at any time thereafter, reasonably determines that:

**16.6.6.1** A conflict exists between it and DB Team which prevents or potentially prevents DB Team from presenting a full and effective defense;

**16.6.6.2** DB Team is otherwise not providing an effective defense in connection with the claim; or

**16.6.6.3** DB Team lacks the financial capacity to satisfy potential liability or to provide an effective defense.

**16.6.7** If any of the Indemnified Parties is entitled and elects to conduct its own defense pursuant hereto of a claim for which it is entitled to indemnification, DB Team shall reimburse on a current basis all reasonable costs and expenses any such Indemnified Parties incurs in investigating and defending, including, but not limited to, attorney's fees. In the event the Indemnified Parties are entitled to and elect to conduct their own defense, then:

**16.6.7.1** In the case of a defense conducted under Article 16.6.3.1, it shall have the right to settle or compromise the claim with DB Team's prior written consent, which shall not be unreasonably withheld or delayed;

**16.6.7.2** In the case of a defense conducted under Article 16.6.3.2, it shall have the right to settle or compromise the claim with DB Team's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court following reasonable notice to DB Team and opportunity to be heard and without prejudice to the Indemnified Party's rights to be indemnified by DB Team; and

**16.6.7.3** In the case of a defense conducted under Article 16.6.3.3, it shall have the right to settle or compromise the claim without DB Team's prior written consent and without prejudice to its rights to be indemnified by DB Team.

**16.6.8** A refusal of, or failure to accept, a tender of defense, as well as any Dispute over whether an Indemnified Party which has assumed control of defense is entitled to do so under Article 16.6.6, shall be submitted in accordance with GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes." DB Team shall be entitled to contest an indemnification

claim and pursue, through the procedures set forth in GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes,” recovery of defense and indemnity payments it has made to or on behalf of the Indemnified Party.

**16.6.9** In determining responsibilities and obligations for defending suits pursuant to this Article 16.6, specific consideration shall be given by the Parties to the following factors: (a) the party performing the activity in question; (b) the location of the activity and incident; (c) contractual arrangements then governing the performance of the activity; and (d) allegations of respective fault contained in the claim.

**16.6.10** Notwithstanding anything to the contrary set forth in Article 16.5 or this Article 16.6, the Attorney General of the State of Georgia is the only counsel authorized to represent GDOT or any State affiliated agencies or departments. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Party and DB Team in the defense of any action, suit or proceeding pursuant to Article 16.5 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Party may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Party elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Party shall solely represent such Indemnified Party and, if applicable, DB Team shall retain its own separate counsel, each at DB Team’s sole cost and expense. The Attorney General of the State of Georgia will consider counsel recommended by DB Team for appointment as a Special Assistant Attorney General.

**16.6.11** If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against any of the Indemnified Parties, DB Team shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by the Attorney General of the State of Georgia subject to the obligations of indemnification as set forth in Article 16.5.

**16.6.12** DB Team, subject to Article 16.1.4.4, may settle the claim without the consent or agreement of the Indemnified Parties, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Parties to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Parties, (ii) would require the Indemnified Parties to pay amounts that DB Team or its insurer does not fund in full, (iii) would not result in the Indemnified Parties full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves any such Indemnified Parties (in which case the Attorney General of the State of Georgia shall be the only counsel authorized to represent such parties with respect to any such settlement).

## **Article 17      DEFAULT; REMEDIES; CLAIM FOR ADJUSTMENTS AND DISPUTES**

### **17.1      Default by DB Team; Cure Periods**

#### **17.1.1      DB Team Default**

Subject to relief from its performance obligations pursuant to Articles 13.1.2.1 and 13.2.1.3, DB Team shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a “DB Team Default”):

**17.1.1.1** DB Team (a) fails to begin the applicable Work within thirty (30) days following issuance of NTP 1;

**17.1.1.2** An Abandonment;

**17.1.1.3** DB Team fails to achieve Substantial Completion by the Substantial Completion Deadline, as the same may be extended pursuant to this Agreement;

**17.1.1.4** DB Team fails to achieve Maintenance Acceptance by the Maintenance Acceptance Deadline, or fails to achieve such required elements of the Work by any applicable Milestone Deadline, as any such dates may be extended pursuant to this Agreement;

**17.1.1.5** Any representation or covenant in the DB Documents made by DB Team, or any certificate, schedule, report, instrument or other document delivered by or on behalf of DB Team to GDOT pursuant to the DB Documents is materially false, materially misleading or materially inaccurate when made or omits material information when made;

**17.1.1.6** DB Team fails to obtain, provide and maintain any insurance, bonds, or other performance security as and when required under this Agreement for the benefit of relevant parties, or fails to comply with any requirement of this Agreement pertaining to the amount, terms or coverage of the same;

**17.1.1.7** DB Team makes or attempts to make or suffers a voluntary or involuntary assignment or transfer of all or any portion of this Agreement, the Project or DB Team's Interest, or there occurs a Change of Control, in violation of Article 21;

**17.1.1.8** DB Team materially fails to timely observe or perform or cause to be observed or performed any other material covenant, agreement, obligation, term or condition required to be observed or performed by DB Team under the DB Documents (including material failure to perform the Design Work, Construction Work, or any material portion thereof in accordance with the DB Documents); provided that this Article 17.1.1.8 shall not apply to DB Team Defaults specifically addressed by other provisions of Article 17.1.1;

**17.1.1.9** After exhaustion of all rights of appeal, there occurs any suspension or debarment (distinguished from ineligibility due to lack of financial qualifications), or there goes into effect an agreement for voluntary exclusion, from bidding, proposing or contracting with any federal or State department or agency of (a) DB Team, (b) any member of DB Team with a material financial obligation owing to DB Team for equity or shareholder loan contributions, (c) any affiliate of DB Team for whom transfer of ownership would constitute a Change of Control, or (d) any Key Contractor whose work is not completed;

**17.1.1.10** DB Team fails to (a) deliver to GDOT any remedial plan as may be required pursuant to Article 17.3.5 or (b) otherwise fails to fully comply with the schedule or specific elements of, or actions required under, any such accepted remedial plan;

**17.1.1.11** DB Team commences a voluntary case seeking liquidation, reorganization or other relief with respect to itself or its debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect, seeks the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; becomes insolvent, or generally does not pay its debts as they become due; admits in



writing its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing; or

**17.1.1.12** An involuntary case is commenced against DB Team seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to DB Team or DB Team's debts under any U.S. or foreign bankruptcy, insolvency or other similar Law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of DB Team or any substantial part of DB Team's assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by DB Team in good faith or shall remain undismissed and unstayed for a period of sixty (60) days.

### **17.1.2 Forbearance and Cure Periods**

For the purpose of GDOT's exercise of other remedies, subject to Article 17.2.2 and subject to remedies that this Article 17 expressly states may be exercised before lapse of a cure period, DB Team shall have the following cure periods with respect to the following DB Team Defaults:

**17.1.2.1** Respecting a DB Team Default under Article 17.1.1.10, a period of five (5) days after GDOT delivers to DB Team written notice of the DB Team Default;

**17.1.2.2** Respecting a DB Team Default under Article 17.1.1.6, a period of fifteen (15) days after GDOT delivers to DB Team written notice of the DB Team Default; provided that GDOT shall have the right, but not the obligation, to effect cure, at DB Team's expense, if a DB Team Default under Article 17.1.1.6 continues beyond five (5) days after such notice is delivered;

**17.1.2.3** Respecting a DB Team Default under Article 17.1.1.1 or 17.1.1.2, a period of thirty (30) days after GDOT delivers to DB Team written notice of the DB Team Default; provided that as to a DB Team Default under Article 17.1.1.1, such cure period shall not preclude or delay GDOT's immediate exercise, without notice or demand, of its right, but not the obligation, to effect cure, at DB Team's expense;

**17.1.2.4** Respecting a DB Team Default under Article 17.1.1.5, 17.1.1.8 or 17.1.1.9, a period of thirty (30) days after GDOT delivers to DB Team written notice of the DB Team Default; provided that (a) if the DB Team Default is of such a nature that the cure cannot with diligence be completed within such time period and DB Team has commenced meaningful steps to cure immediately after receiving the default notice, DB Team shall have such additional period of time, up to a maximum cure period of one hundred and eighty (180) days, as is reasonably necessary to diligently effect cure, (b) as to Article 17.1.1.5, cure will be regarded as complete when the adverse effects of the breach are cured, and (c) as to Article 17.1.1.9, if the debarred or suspended Person is a managing member, general partner or controlling investor of DB Team, cure will be regarded as complete when DB Team proves it has removed such Person from any position or ability to manage, direct or control the decisions of DB Team or to perform Work;

**17.1.2.5** Respecting a DB Team Default under Article 17.1.1.11 or 17.1.1.12, no cure period, and there shall be no right to notice of a DB Team Default under Article 17.1.1.11 or 17.1.1.12; and

**17.1.2.6** Respecting a DB Team Default under Article 17.1.1.4 arising from DB Team's failure to achieve any Milestone Deadline other than the Substantial Completion Deadline or Maintenance Acceptance Deadline, a forbearance period of thirty (30) days from the date of such DB Team Default shall apply, provided that DB Team shall, as a condition to such forbearance period, be required to (a) deliver to GDOT a remedial action plan within ten (10) days after written notice of such DB Team Default, pursuant to Article 17.3.5 (without further demand or notice by GDOT), and (b) with the delivery of such remedial action plan, acknowledge any associated Liquidated Damages that are accruing. Where such remedial action plan has been accepted by GDOT in writing, then such forbearance period as provided herein shall be extended or abbreviated as required by such remedial action plan, subject to DB Team's diligent prosecution of the Work in accordance therewith. Any such DB Team Default shall be deemed cured upon satisfaction of the conditions set forth in such accepted remedial action plan and any Liquidated Damages shall cease to accrue upon the date of such satisfaction. Notwithstanding anything to the contrary herein, Liquidated Damages accruing during such forbearance period, as may be extended, shall not be waived by this Article 17.1.2.7 and shall be payable pursuant to the terms of this Agreement.

### **17.1.3 Certain Curative Actions; Status Report**

**17.1.3.1** If the DB Team Default consists of failure to give GDOT a required prior notice and opportunity to complete an applicable review and comment or acceptance procedure under Article 6.3 before action is taken by DB Team, such DB Team Default shall be curable only by reversing or suspending the action until the notice and review and comment or acceptance procedures are followed and completed, unless DB Team finished the action before receiving the notice of DB Team Default or unless waived by GDOT.

**17.1.3.2** If the DB Team Default consists of any DB Team activity or failure to act which constitutes a change from DB Team's activities immediately prior to the DB Team Default, such DB Team Default shall be curable only by reinstating the activity as it was being performed immediately prior to the DB Team Default.

**17.1.3.3** For any DB Team Default for which a Warning Notice has been delivered by GDOT to DB Team, DB Team may request from GDOT a status report as to DB Team's progress in effecting a cure, by delivering to GDOT a written request accompanied by DB Team's own report as to its progress in effecting a cure. GDOT shall provide its response within ten (10) Business Days after receipt of DB Team's written request and report. The response shall be provided solely for purposes of informing DB Team as to GDOT's view of the progress in effecting a cure for the DB Team Default, shall not constitute an admission of any fact, shall not be admissible in evidence for any purpose, shall not form the basis for any Dispute or Claim, and shall not limit in any way GDOT's right to terminate this Agreement in accordance with Article 19.3 should cure not be effected within the relevant period.

## **17.2 Warning Notices**

### **17.2.1 Warning Notice Events**

Without prejudice to any other right or remedy available to GDOT, GDOT may, but in no case shall be required to, deliver a written notice (a “Warning Notice”) to DB Team, stating explicitly that it is a “Warning Notice” and stating in reasonable detail the matter or matters giving rise to the notice and, if applicable, amounts due from DB Team, and reminding DB Team of the implications of such notice, whenever there occurs any of the following:

**17.2.1.1** Any DB Team Default under Article 17.1.1.1, 17.1.1.2, 17.1.1.7, 17.1.1.8, or 17.1.1.10;

**17.2.1.2** Delay or failure to achieve any Milestone Deadline; or

**17.2.1.3** Any other material DB Team Default.

### **17.2.2 Effect of Warning Notice on DB Team Cure Period**

**17.2.2.1** Any notice of a DB Team Default issued under Article 17.1 may, if it concerns a matter under Article 17.2.1, also be issued as a Warning Notice. In such case, the cure period available to DB Team, if any, shall be as set forth in Article 17.1.2.

**17.2.2.2** If GDOT issues a Warning Notice under Article 17.2.1 for any DB Team Default after it issues a notice of such DB Team Default, then the cure period available to DB Team, if any, for such DB Team Default before GDOT may seek to appoint a receiver for DB Team, remove DB Team or terminate this Agreement on account of such DB Team Default shall be extended by the time period between the date the notice of such DB Team Default was issued and the date the Warning Notice is issued. No later issuance of a Warning Notice shall extend the time when GDOT may exercise any other remedy respecting such DB Team Default.

### **17.2.3 Other Effects of Warning Notice**

**17.2.3.1** The issuance of a Warning Notice shall entitle GDOT to increase the level of oversight as provided in Article 17.3.8.

**17.2.3.2** The issuance of a Warning Notice may trigger a Default Termination Event as provided in Article 19.3.

## **17.3 Remedies for DB Team Default**

### **17.3.1 Termination**

In the event of any DB Team Default that is or becomes a Default Termination Event set forth in Article 19.3.1, GDOT may terminate this Agreement and GDOT thereupon may take control of the Work, which termination shall, among other things, automatically terminate all of DB Team’s rights under Article 2, whereupon DB Team shall take all action required to be taken by DB Team under Article 19.5.

### **17.3.2 Remedies for Failure to Meet Safety Standards or Perform Safety Compliance**

**17.3.2.1** Subject to Article 17.3.2.4, if at any time DB Team fails to meet any Safety Standard or timely perform Safety Compliance or GDOT and DB Team cannot reach an agreement regarding the interpretation or application of a Safety Standard or the valid issuance

of a Safety Compliance Order within a period of time acceptable to GDOT, acting reasonably, GDOT shall have the absolute right and entitlement to undertake or direct DB Team to undertake any work required to ensure implementation of and compliance with Safety Standards as interpreted or applied by GDOT or with the Safety Compliance Order.

**17.3.2.2** To the extent that any work done pursuant to Article 17.3.2.1 is undertaken by GDOT and is reasonably necessary to comply with Safety Standards or perform validly issued Safety Compliance Orders, DB Team shall pay to GDOT on demand GDOT Recoverable Costs in connection with such work, and GDOT (whether it undertakes the work or has directed DB Team to undertake the work) shall have no obligation or liability to compensate DB Team for any Losses DB Team suffers or incurs as a result thereof.

**17.3.2.3** To the extent that any work done pursuant to Article 17.3.2.1 is undertaken by GDOT and is not reasonably necessary to comply with Safety Standards or perform validly issued Safety Compliance Orders, GDOT shall compensate DB Team only for Losses DB Team suffers or incurs as a direct result thereof.

**17.3.2.4** To the extent that any Safety Compliance Order work pursuant to Article 17.3.2.1 is undertaken by DB Team under written protest delivered prior to starting the work and it is finally determined that the Safety Compliance work was not necessary, the unnecessary work under the Safety Compliance Order shall be treated as a GDOT Change.

**17.3.2.5** Notwithstanding anything to the contrary contained in the DB Documents, if in the good faith judgment of GDOT, DB Team has failed to meet any Safety Standards or perform Safety Compliance and the failure results in an Emergency or danger to persons or property, and if DB Team is not then diligently taking all necessary steps to rectify or deal with such Emergency or danger, GDOT may, without notice and without awaiting lapse of the period to cure any breach, and in addition and without prejudice to its other remedies, (but is not obligated to) (a) immediately take such action as may be reasonably necessary to rectify the Emergency or danger, in which event DB Team shall pay to GDOT on demand the cost of such action, including GDOT Recoverable Costs, or (b) suspend Construction Work and/or close or cause to be closed any and all portions of the Project affected by the Emergency or danger. So long as GDOT undertakes such action in good faith, even if under a mistaken belief in the occurrence of such failure or existence of an Emergency or danger as a result thereof, such action shall not be deemed unlawful or a breach of this Agreement, shall not expose GDOT to any liability to DB Team and shall not entitle DB Team to any other remedy, it being acknowledged that GDOT has a high priority, paramount public interest in protecting public and worker safety at the Project and adjacent and connecting areas. GDOT's good faith determination of the existence of such a failure, Emergency or danger shall be deemed conclusive in the absence of clear and convincing evidence to the contrary. Immediately following rectification of such Emergency or danger, as determined by GDOT, acting reasonably, GDOT shall allow the Construction Work to continue or such portions of the Project to reopen, as the case may be. The foregoing shall not, however, protect GDOT from DB Team's lawful claims to indemnity or contribution for third party bodily injury or property damage arising out of any such GDOT action, if and to the extent (i) GDOT was mistaken in believing such a DB Team Default occurred, (ii) the third party liability is not insured and not required to be insured under the DB Documents, and (iii) such injury or property damage was caused by GDOT's negligence, recklessness or intentional misconduct.

### **17.3.3 Step-in Rights**

Upon the occurrence of a DB Team Default and expiration, without full and complete cure, of the cure period, if any, available to DB Team, without necessity for a Warning Notice, and without waiving or releasing DB Team from any obligations, GDOT shall have the right, but not the obligation, for so long as such DB Team Default remains uncured by GDOT or DB Team, to pay and perform all or any portion of DB Team's obligations and the Work that are the subject of such DB Team Defaults, as well as any other then-existing breaches or failures to perform for which DB Team received prior written notice from GDOT but has not commenced diligent efforts to cure.

**17.3.3.1** In connection with such action, GDOT may, to the extent and only to the extent reasonably required for or incident to curing the DB Team Default or such other breaches or failures to perform for which DB Team received prior written notice from GDOT but has not commenced and continued diligent efforts to cure:

- (a) Employ security guards and other safeguards to protect the Project;
- (b) Spend such sums as are reasonably necessary to employ and pay such architects, engineers, consultants and contractors and obtain materials and equipment as may be required, without obligation or liability to DB Team or any Contractors for loss of opportunity to perform the same Work or supply the same materials and equipment;
- (c) Draw on and use proceeds from payment and performance bonds and other performance security to the extent available under the terms thereof to pay such sums;
- (d) Execute all applications, certificates and other documents as may be required;
- (e) Make decisions respecting, assume control over and continue Work as may be reasonably required;
- (f) Meet with, coordinate with, direct and instruct contractors and suppliers, process invoices and applications for payment from contractors and suppliers, pay contractors and suppliers, and resolve claims of contractors, subcontractors and suppliers, and for this purpose DB Team irrevocably appoints GDOT as its attorney-in-fact with full power and authority to act for and bind DB Team in its place and stead;
- (g) Take any and all other actions as may be reasonably required or incident to curing; and
- (h) Prosecute and defend any action or proceeding incident to the Work undertaken.

**17.3.3.2** DB Team shall reimburse GDOT on demand GDOT Recoverable Costs in connection with the performance of any act or Work authorized by this Article 17.3.3.

**17.3.3.3** GDOT and any of their Authorized Representatives, contractors, subcontractors, vendor and employees shall not be liable to DB Team in any manner for any inconvenience or disturbance arising out of its entry onto the Project or Project Specific Locations in order to perform under this Article 17.3.3, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person. If any Person exercises any right to pay or perform under this Article 17.3.3, it nevertheless shall have no liability to DB Team for

the sufficiency or adequacy of any such payment or performance, or for the manner or quality of design, or construction unless caused by the gross negligence, recklessness, willful misconduct or bad faith of such Person.

**17.3.3.4** The rights under this Article 17.3.3 are subject to the right of any Surety under payment and performance bonds to assume performance and completion of all bonded work.

**17.3.3.5** In the event GDOT takes action described in this Article 17.3.3 and it is later finally determined that GDOT lacked the right to do so because there did not occur a DB Team Default and expiration, without full and complete cure, of the cure period, if any, available to DB Team, then GDOT's action shall be treated as a Directive Letter for a GDOT Change.

#### **17.3.4 Damages; Offset**

**17.3.4.1** Subject to Articles 17.3.10 and 17.3.11 and the provisions on Liquidated Damages set forth in Article 17.4, GDOT shall be entitled to recover any and all damages available at Law (subject to the duty at Law to mitigate damages and without duplicate recovery) on account of the occurrence of a DB Team Default, including, to the extent available at Law, (a) loss of any compensation due GDOT under the DB Documents proximately caused by the DB Team Default, (b) actual and projected costs to remedy any defective part of the Work, (c) actual and projected costs to rectify any breach or failure to perform by DB Team and/or to bring the condition of the Project to the standard it would have been in if DB Team had complied with its obligations to carry out and complete the Work in accordance with the DB Documents, (d) actual and projected costs to GDOT to terminate, take over the Project, re-procure and replace DB Team, and (e) actual and projected increases in costs to GDOT to complete the Project if not completed, together with interest thereon at the Default Interest Rate commencing from the date any amount becomes due to GDOT until paid. DB Team shall owe any such damages that accrue after the occurrence of the DB Team Default and the delivery of notice thereof, if any, required by this Agreement regardless of whether the DB Team Default is subsequently cured.

**17.3.4.2** GDOT may deduct and offset any Claim amount owing to it, provided such Claim amount has been liquidated under the process set forth under GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes" or otherwise, from and against any amounts GDOT may owe to DB Team or any Affiliate pursuant to this DB Agreement; provided that GDOT shall first draw on all amounts held in respect of the Claim in the GDOT Claims Account.

**17.3.4.3** If the Claim amount is not liquidated, GDOT may elect to exercise its right to direct a payment from DB Team up to the disputed portion of the Claim which payment shall be deposited into the GDOT Claims Account. Upon liquidation, the disputed portion of the Claim shall be satisfied first from the amounts held in the GDOT Claims Account, and then through GDOT's right of offset with respect to the liquidated Claim amounts.

#### **17.3.5 Remedial Action Plan Delivery and Implementation**

**17.3.5.1** Upon the occurrence of a DB Team Default, GDOT shall have the right to demand that DB Team shall, within ten (10) days after written notice of such DB Team Default, be required to prepare and submit a remedial action plan for GDOT acceptance. The

remedial action plan shall set forth a schedule and specific actions to be taken by DB Team to improve its performance and cure the DB Team Default. Such actions may include improvements to DB Team's quality management practices, plans and procedures, revising and restating components of the Management Plans, changes in organizational and management structure, increased monitoring and inspections, changes in Key Personnel and other important personnel, replacement of Contractors, corrective measures necessary to expedite the progress of construction and to demonstrate ability to achieve any Milestone Deadline including, without limitation, (i) working additional shifts or overtime and/or (ii) supplying additional manpower, equipment and facilities, and delivery of security to GDOT. Notwithstanding the aforementioned, GDOT shall have no obligation to make any demand as presented herein, nor shall DB Team be afforded the right to submit same prior to the exercise of any right or remedy by GDOT as a result of a DB Team Default. DB Team's failure to diligently prosecute the Work in accordance with any such accepted remedial action plan shall be deemed a further DB Team Default.

### **17.3.6 Performance Security**

**17.3.6.1** Upon the occurrence of a DB Team Default and expiration, without full and complete cure, of the applicable cure period, if any, under Article 17.1.2, without necessity for a Warning Notice, and without waiving or releasing DB Team from any obligations, and subject to Article 16.2.4 if applicable, GDOT shall be entitled to make demand upon and enforce any bond, and make demand upon, draw on and enforce and collect any guaranty or other payment or performance security available to GDOT under this Agreement with respect to the DB Team Default in question in any order in GDOT's sole discretion. Where access to a bond or other payment or performance security is to satisfy damages owing, GDOT shall be entitled to make demand, draw, enforce and collect regardless of whether the DB Team Default is cured subsequent to such draw. GDOT will apply the proceeds of any such action to the satisfaction of DB Team's obligations under the DB Documents, including payment of amounts due GDOT. The foregoing does not limit or affect any other right of GDOT to make demand upon and enforce any bond, and make demand upon, draw on and enforce and collect any guaranty or other payment or performance security, immediately after GDOT are entitled to do so under the bond, guaranty or other payment or performance security.

### **17.3.7 Suspension of Work**

**17.3.7.1** Upon GDOT's delivery of notice of DB Team Default for any of the following breaches or failures to perform and DB Team's failure to fully cure and correct, within the applicable cure period, if any, available to DB Team under Article 17.1.2, GDOT shall have the right and authority to suspend any affected portion of the Work by written order to DB Team:

- (a) Performance of Nonconforming Work;
- (b) Failure to comply with any Law or Governmental Approval (including failure to handle, preserve and protect archeological, paleontological or historic resources, or failure to handle Hazardous Materials, in accordance with applicable Laws and Governmental Approvals);
- (c) Certain failures to remove and replace personnel as set forth in Article 10.6.3;

- (d) Failure to provide proof of required insurance coverage as set forth in Article 16.1.2.4(c);
- (e) Failure to carry out and comply with Directive Letters;
- (f) Failure to satisfy any condition to commencement of construction set forth in Article 7.6; and.
- (g) Failure to maintain, extend or replace performance and payment security required under the Agreement, including any P&P Bonds, unless a drawing has been made under same in the amount of the required coverage provided for in Article 16.2 and the proceeds of such drawing are held by GDOT.

GDOT will lift the suspension order promptly after DB Team fully cures and corrects the applicable breach or failure to perform.

**17.3.7.2** In addition, GDOT shall have the right and authority to suspend any affected portion of the Work by written notice to DB Team for the following reasons:

- (a) To comply with any court order or judgment (although it may qualify as a Compensation Event under clause (g) of the definition of “Compensation Event” or a Relief Event under clause (m) of the definition of “Relief Event”);
- (b) GDOT’s performance of data recovery respecting archeological, paleontological or cultural resources (although it may qualify as a Relief Event under clause (j) of the definition of “Relief Event”);
- (c) The existence of conditions unsafe for workers, other Project personnel or the general public, including certain failures to comply with Safety Standards or perform Safety Compliance as set forth in Article 17.3.2.5; or
- (d) DB Team has failed to (i) pay in full when due sums owing any Contractor for services, materials or equipment, except only for retainage provided in the relevant Contract and amounts in dispute, or (ii) deliver any certificate, release, certified payroll or affidavit of wages paid required with any Payment Request or required under Article 16.2.5.1.

**17.3.7.3** DB Team shall promptly comply with any such written suspension order, even if DB Team disputes the grounds for suspension. DB Team shall promptly recommence the Work upon receipt of written notice from GDOT directing DB Team to resume Work.

**17.3.7.4** In addition to the protections from liability under Article 17.3.2.5, GDOT shall have any liability to DB Team, and DB Team shall have no right to a Relief Event or Compensation Event, in connection with any suspension properly founded on any of the other grounds set forth in this Article 17.3.7 (except potential Relief Events or Compensation Events in the case of suspensions under Articles 17.3.7.2(a) and 17.3.7.2(b)). If GDOT orders suspension of Work on one of the foregoing grounds but it is finally determined under the process set forth under GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes” that such grounds did not exist, or if GDOT orders suspension of Work for any other reason, it shall be treated as a Directive Letter for a GDOT Change, except as provided in Article 17.3.2.5.



### **17.3.8 Increased Oversight, Testing, and Inspection**

**17.3.8.1** Upon GDOT's delivery of notice of DB Team Default for any of the following breaches or failures to perform and DB Team's failure to fully cure and correct, within the applicable cure period, if any, available to DB Team under Article 17.1.2, GDOT shall have the right and authority to suspend any affected portion of the Work by written order to DB Team.

**17.3.8.2** If GDOT cannot confirm that: (a) a portion of the Design Work or the Construction Work is in accordance with the requirements of the DB Documents due to a lack of documented inspection or testing by DB Team as required under the DB Documents, or (b) DB Team is implementing, revising, or updating a testing and inspection plan in accordance with the DB Documents for the Design Work or the Construction Work, GDOT shall have the right but not the obligation to inform DB Team that increased monitoring, inspection, sampling, measuring, testing and oversight should be provided. If the increased monitoring, inspection, sampling, measuring, testing and oversight reveal: (i) a failure to perform such Work in accordance with the Quality Management Plan, (ii) that the Quality Management Plan does not comply with the DB Documents, or (iii) that such Work is not in accordance with the DB Documents, DB Team shall be responsible for the costs of such increased monitoring, inspection, sampling, measuring, testing and oversight as described in Article 17.3.8. DB Team shall correct such deficiencies and the increased monitoring, inspection, sampling, measuring, testing and oversight will continue until those deficiencies have been corrected. If such Work was performed, inspected and documented by DB Team in accordance with the DB Documents, the costs of the increased monitoring, inspection, sampling, measuring, testing and oversight shall be borne by GDOT.

**17.3.8.3** If GDOT increases the level of monitoring, inspection, sampling, measuring, testing, auditing and oversight under Article 17.3.8.1 and Liquidated Damages are not provided for under this Agreement in connection with such action, then DB Team shall pay and reimburse GDOT within thirty (30) days after receipt of written demand and reasonable supporting documentation for all increased costs and fees GDOT incurs in connection with such action, including GDOT Recoverable Costs.

**17.3.8.4** The foregoing does not preclude GDOT, at its sole discretion and expense, from increasing its level of monitoring, inspection, sampling, measuring, testing, auditing and oversight at other times.

### **17.3.9 Other Rights and Remedies**

Subject to Articles 17.3.11, 17.4.5.2 and 19.9, GDOT shall also be entitled to exercise any other rights and remedies available under this Agreement or any other DB Documents, or available at law or in equity.

### **17.3.10 Cumulative, Non-Exclusive Remedies**

Subject to Articles 17.3.11, 17.4.5.2 and 19.9, each right and remedy of GDOT hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing at Law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by GDOT of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by GDOT of any or all other such rights or remedies.

### 17.3.11 Limitation on Consequential Damages

**17.3.11.1** Notwithstanding any other provision of the DB Documents and except as set forth in Article 17.3.11.2, to the extent permitted by applicable Law, DB Team shall not be liable for punitive damages or special, indirect or incidental, or consequential damages, whether arising out of breach of this Agreement, tort (including negligence) or any other theory of liability, and GDOT releases DB Team from any such liability, other than for Liquidated Damages for delay, as provided pursuant to this Agreement or otherwise to the extent recoverable from insurance.

**17.3.11.2** The foregoing limitation on DB Team's liability for consequential damages shall not apply to or limit any right of recovery GDOT may have respecting the following:

(a) Losses (including defense costs) to the extent (i) covered by the proceeds of insurance required to be carried pursuant to Article 16.1, (ii) covered by the proceeds of insurance actually carried by or insuring DB Team under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to Article 16.1, or (iii) DB Team is deemed to have self-insured the Loss pursuant to Article 16.1.4.3;

(b) Losses arising out of fraud, criminal conduct, intentional misconduct (which does not include any intentional DB Team Default), recklessness, bad faith or gross negligence on the part of DB Team or Design- Build Contractor or any Affiliate of either;

(c) DB Team's obligation to pay Liquidated Damages in accordance with Article 17.4 or any other provision of the DB Documents;

(d) Losses arising out of DB Team Releases of Hazardous Materials;

(e) Reserved;

(f) Amounts DB Team may be obligated to reimburse to GDOT or that are otherwise due from DB Team to GDOT under the express provisions of the DB Documents, including GDOT Recoverable Costs;

(g) Interest, late charges, fees, transaction fees and charges, penalties and similar charges that the DB Documents expressly state are due from DB Team to GDOT; and

(h) Any credits, deductions or offsets that the DB Documents expressly provide to GDOT against amounts owing DB Team.

### 17.4 **Liquidated Damages**

**17.4.1** Liquidated Damages for Delayed Substantial Completion or Maintenance Acceptance

**17.4.1.1** DB Team shall be liable for and pay to GDOT Liquidated Damages with respect to any failure to achieve Substantial Completion by the Substantial Completion Deadline, or any failure to achieve Maintenance Acceptance by the Maintenance Acceptance Deadline, as the same may be extended pursuant to this Agreement, or for any other breach of the requirements of the DB Documents as set forth pursuant to Section 1.2 of Exhibit 18. Such

liability shall apply even though (a) a cure period remains available to DB Team under Article 17.1.2 or (b) cure occurs. The amounts of such Liquidated Damages are set forth in Exhibit 18. Such Liquidated Damages shall commence on the Substantial Completion Deadline or the Maintenance Acceptance Deadline, as applicable, or upon the date of breach for each such incident based default pursuant to Section 1.2 of Exhibit 18, as the same may be extended pursuant to this Agreement, and shall continue to accrue until the date of Substantial Completion, the date of Maintenance Acceptance, the cure of any such incident based breach, all as applicable, or until termination of this Agreement.

**17.4.1.2** Reserved

**17.4.2** Reserved.

**17.4.3** Acknowledgements Regarding Liquidated Damages

DB Team further agrees and acknowledges that:

**17.4.3.1** In the event that DB Team fails to achieve Substantial Completion by the Substantial Completion Deadline or Maintenance Acceptance by the Maintenance Acceptance Deadline, GDOT will incur substantial damages;

**17.4.3.2** Such damages are incapable of accurate measurement and difficult to prove for the reasons stated in this Article 17.4;

**17.4.3.3** As of the Effective Date, the amounts of Liquidated Damages under this Article 17.4 represent good faith estimates and evaluations by the Parties as to the actual potential damages that GDOT would incur as a result of late Substantial Completion or late Maintenance Acceptance, and do not constitute a penalty or to otherwise operate as a deterrent for the breach of any obligations of DB Team under this Agreement;

**17.4.3.4** The Parties have agreed to such Liquidated Damages in order to fix and limit DB Team's costs and to avoid later Disputes over what amounts of damages are properly chargeable to DB Team;

**17.4.3.5** Such sums are reasonable in light of the anticipated or actual harm caused by delayed Substantial Completion or delayed Maintenance Acceptance, the difficulties of the proof of loss, and the inconvenience or infeasibility of otherwise obtaining an adequate remedy;

**17.4.3.6** DB Team acknowledges that such Liquidated Damages are reasonable, as determined as of the Effective Date, in light of the respective injuries and damages that may be caused by DB Team's breach and given that such injuries and damages, which include but shall not be limited to, public inconvenience, increased administration and oversight by GDOT (and any other related agencies), and other damages to the general public, GDOT (and other related agencies); and

**17.4.3.7** Such Liquidated Damages are not intended to, and do not, liquidate DB Team's liability under the indemnification provisions of Article 16.5, even though third party claims against Indemnified Parties may arise out of the same event, breach or failure that gives rise to such Liquidated Damages.

#### **17.4.4 Payment; Satisfaction; Waiver**

**17.4.4.1** DB Team shall pay any Liquidated Damages owing under this Article 17.4 within twenty (20) days after GDOT delivers to DB Team GDOT's invoice or demand therefor, such invoice or demand to be issued not more often than monthly. Liquidated damages shall be due and payable to GDOT without right of offset, deduction, reduction or other charge, except as provided in Article 17.6.3.

**17.4.4.2** GDOT shall have the right to deduct and offset Liquidated Damages from any amounts owing DB Team to the extent provided in Article 17.3.4. GDOT also shall have the right to draw on any bond, certificate of deposit, or other security provided by DB Team pursuant to this Agreement, to satisfy Liquidated Damages not paid when due.

**17.4.4.3** Permitting or requiring DB Team to continue and finish the Work or any part thereof after the Substantial Completion Deadline or Maintenance Acceptance Deadline shall not act as a waiver of GDOT's right to receive Liquidated Damages hereunder or any rights or remedies otherwise available to GDOT.

#### **17.4.5 Non-Exclusive Remedy**

**17.4.5.1** Each item of Liquidated Damages provided under this Article 17.4 is in addition to, and not in substitution for, any other item of Liquidated Damages assessed under this Article 17.4.

**17.4.5.2** GDOT's right to, and imposition of, Liquidated Damages are in addition, and without prejudice, to any other rights and remedies available to GDOT under the DB Documents, at law or in equity respecting the breach, failure to perform or DB Team Default that is the basis for the Liquidated Damages or any other breach, failure to perform or DB Team Default, except for recovery of the monetary damage for delay that the Liquidated Damages are intended to compensate and for which Liquidated Damages shall be the only amount recoverable on account of delay damages.

### **17.5 Default by GDOT; Cure Periods**

#### **17.5.1 GDOT Default**

GDOT shall, subject to any applicable cure period as set forth in Article 17.5.2 below, be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "GDOT Default"):

**17.5.1.1** GDOT fails to make any payment due DB Team under this Agreement within thirty (30) days of the date that any such payment shall be due;

**17.5.1.2** Any representation or covenant made by GDOT in this Agreement is false or materially misleading or materially inaccurate when made or omits material information when made;

**17.5.1.3** GDOT fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by GDOT under the DB Documents;

**17.5.1.4** GDOT makes an assignment other than as permitted pursuant to Article 21.3; or

**17.5.1.5** GDOT or other State Governmental Entity confiscates or appropriates the Project or any other material part of DB Team's Interest, excluding a Termination for Convenience or any other exercise of a right of termination set forth in this Agreement.

### **17.5.2 Cure Periods**

GDOT shall have the following cure periods with respect to the any of the conditions set forth in Article 17.5.1 above:

**17.5.2.1** Respecting a GDOT Default under Article 17.5.1.1, a period of thirty (30) days after DB Team delivers to GDOT written notice of the GDOT Default; and

**17.5.2.2** Respecting a GDOT Default under Article 17.5.1.2, 17.5.1.3, or 17.5.1.5, a period of sixty (60) days after DB Team delivers to GDOT written notice of the GDOT Default; provided that (a) if the GDOT Default is of such a nature that the cure cannot with diligence be completed within such time period and GDOT has commenced meaningful steps to cure immediately after receiving the default notice, GDOT shall have such additional period of time, up to a maximum cure period of one hundred and eighty (180) days, as is reasonably necessary to diligently effect cure, and (b) as to Article 17.5.1.2, cure will be regarded as complete when the adverse effects of the breach are cured.

## **17.6 DB Team Remedies for GDOT Default**

### **17.6.1 Termination and Suspension**

Subject to Article 19.9, DB Team will have the right to suspend performance of the Work on account of a GDOT Default subject to any applicable notice and cure periods as set forth in Article 17.5.2. Further, DB Team may upon written notice of not less than fifteen (15) days to GDOT following expiration of such applicable cure period, where such GDOT Default is continuing, exercise the right to terminate this Agreement and recover termination damages as more particularly set forth in, and subject to the terms and conditions of, Article 19.4.

### **17.6.2 Damages and Other Remedies**

DB Team shall have and may exercise the following remedies upon the occurrence of a GDOT Default and expiration, without cure, of the applicable cure period:

**17.6.2.1** If DB Team does not terminate this Agreement, then, subject to Article 17.6.4, DB Team may treat the GDOT Default as a Compensation Event on the terms and conditions set forth in Article 13.2 and GDOT shall pay the full Compensation Amount and interest in accordance with Articles 13.2.6 and 13.2.7;

**17.6.2.2** If the GDOT Default is a failure to pay when due any undisputed portion of a progress payment owing under a Supplemental Agreement and GDOT fails to cure such GDOT Default within thirty (30) days after receiving from DB Team written notice thereof, DB Team shall be entitled to suspend the Work under the Supplemental Agreement until the default is cured; and

**17.6.2.3** Subject to Articles 17.6.4 and 19.9, DB Team also shall be entitled to exercise any other remedies available under this Agreement or at Law or in equity, including offset rights to the extent and only to the extent available under Article 17.6.3. Subject to Articles 17.6.4 and 19.9, each right and remedy of DB Team hereunder shall be cumulative and shall be in addition to every other right or remedy provided herein or now or hereafter existing at Law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by DB Team of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by DB Team of any or all other such rights or remedies.

### **17.6.3 Offset Rights**

DB Team may deduct and offset any Claim amount owing to it, provided such Claim amount has been liquidated through GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes” as provided in Article 17.7 or otherwise, from and against any amounts DB Team may owe to GDOT pursuant hereto.

### **17.6.4 Limitations on Remedies**

**17.6.4.1** Notwithstanding any other provision of the DB Documents and except as forth in Article 17.6.4.2, to the extent permitted by applicable Law, GDOT shall not be liable for punitive damages or any indirect, incidental or consequential damages, whether arising out of breach of this Agreement or any DB Documents, tort (including negligence) or any other theory of liability, and DB Team releases GDOT from any such liability.

**17.6.4.2** The foregoing limitation on GDOT’s liability for consequential damages shall not apply to or limit any right of recovery DB Team may have respecting the following:

- (a) Losses arising out of fraud, criminal conduct, intentional misconduct (which does not include any intentional GDOT Default), recklessness, bad faith or gross negligence on the part of GDOT;
- (b) Losses arising out of GDOT Release(s) of Hazardous Materials or Pre-Existing Hazardous Materials;
- (c) Any amounts GDOT may owe or be obligated to reimburse under the express provisions of this Agreement for Compensation Events or events of termination;
- (d) Any other specified amounts GDOT may owe or be obligated to reimburse to DB Team under the express provisions of the DB Documents;
- (e) Interest and charges that the DB Documents expressly state are due from GDOT to DB Team; and
- (f) Any credits, deductions or offsets that the DB Documents expressly provide to DB Team against amounts owing GDOT.

**17.6.4.3** The measure of compensation available to DB Team as set forth in this Agreement for a Compensation Event or an event of termination shall constitute the sole and exclusive monetary relief and damages available to DB Team from the State or GDOT arising out of or relating to such event; and DB Team irrevocably waives and releases any right

to any other or additional damages or compensation from the State or GDOT. No award of compensation or damages shall be duplicative.

**17.6.4.4** Without limiting the effect of Article 17.6.4.3, in the event GDOT wrongfully withholds an acceptance or consent required under this Agreement, or wrongfully issues an objection to or disapproval of a Submittal or other matter under this Agreement, DB Team's sole remedies against GDOT shall be extensions of time to the extent provided in Article 13.1 for a Relief Event and damages to the extent provided in Article 13.2 for a Compensation Event.

#### **17.6.5 Procedure for Payment of Judgments**

Promptly after any final, non-appealable order or judgment awarding compensation or damages to DB Team, GDOT shall institute payment procedures as set forth in applicable Law.

### **17.7 Reserved**

#### **Article 18 RESERVED**

#### **Article 19 TERMINATION**

### **19.1 Termination for Convenience**

**19.1.1** GDOT may terminate this Agreement, if GDOT determines, in its sole discretion, that a termination is in GDOT's best interest (a "Termination for Convenience"). Termination of this Agreement shall not relieve DB Team or any Guarantor or Surety of its obligation for any claims arising prior to termination.

**19.1.2** GDOT may exercise Termination for Convenience by delivering to DB Team a written notice of termination for Convenience specifying the election to terminate. Termination for Convenience shall be effective as and when provided in Exhibit 20.

**19.1.3** In the event of a Termination for Convenience, DB Team will be entitled to compensation determined in accordance with Exhibit 20. Payment will be due and payable as and when provided in Exhibit 20.

**19.1.4** If GDOT terminates this Agreement on grounds or in circumstances beyond GDOT's termination rights specifically set forth in this Agreement, such termination shall be deemed a Termination for Convenience for the purpose of determining the Termination Compensation due.

### **19.2 Reserved**

### **19.3 Termination for DB Team Default**

#### **19.3.1 DB Team Defaults Triggering GDOT Termination Rights**

The following DB Team Defaults (each a "Default Termination Event"), and no other DB Team Defaults, shall entitle GDOT, at its sole election, to terminate this Agreement, effective immediately upon delivery of written notice of termination to DB Team. DB Team agrees and acknowledges and stipulates that any of the following DB Team Defaults would result in material

and substantial harm to GDOT's rights and interests under this Agreement and therefore constitute a material DB Team Default justifying termination if not cured within the applicable cure period, if any.

**19.3.1.1** The DB Team fails to achieve Substantial Completion by the Substantial Completion Deadline, as the same may be extended pursuant to this Agreement;

**19.3.1.2** There occurs any other DB Team Default for which GDOT issues a Warning Notice under Article 17.2 or 17.3, and such DB Team Default is not fully and completely cured within the applicable cure period, if any, set forth in Article 17.2.2.1 or 17.3;

**19.3.1.3** There occurs any DB Team Default under Article 17.1.1.11 or 17.1.1.12; or

**19.3.1.4** The DB Team fails to diligently prosecute and adhere to the requirements of any remedial action plan as provided and accepted by GDOT pursuant to Article 17.3.5.

### **19.3.2 Compensation to DB Team**

If GDOT issues notice of termination of this Agreement due to a Default Termination Event, or if DB Team terminates this Agreement on grounds or in circumstances beyond DB Team's termination rights specifically set forth in this Agreement, DB Team will be entitled to compensation to the extent, and only to the extent, provided in Exhibit 20. Payment shall be due and payable as and when provided in Exhibit 20.

### **19.3.3 Finality**

If GDOT issues notice of termination of this Agreement due to a Default Termination Event, termination shall be effective and final immediately upon delivery of written notice as provided in Article 19.3.1 regardless of whether GDOT is correct in determining that GDOT has the right to terminate for DB Team Default. In the event it is determined that GDOT lacked such right, then such termination shall be treated as a Termination for Convenience as provided in Article 19.1.4 for the purpose of determining the Termination Compensation due.

## **19.4 Termination for GDOT Default, Suspension of Work, Force Majeure Event, or Materially Delayed Notice to Proceed**

**19.4.1** In the event of a material GDOT Default under Article 17.5.1.1 (failure to pay money due) that remains uncured following notice and expiration of the applicable cure period under Article 17.5.2, DB Team may deliver to GDOT a further written notice setting forth such GDOT Default and warning GDOT that DB Team may elect to terminate this Agreement and if GDOT does not cure such GDOT Default within sixty (60) days after the delivery of such notice with respect to a GDOT Default under Article 17.5.1.1. GDOT may avoid termination by effecting cure within such sixty (60) day period. Failing such cure, DB Team shall have the right to terminate this Agreement, effective immediately upon delivery of written notice of termination to GDOT. In the event of such termination, DB Team will be entitled to compensation determined in accordance with Exhibit 20. Payment shall be due and payable as and when provided in Exhibit 20. Any Dispute arising out of the determination of such compensation shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."



**19.4.2** In the event (i) GDOT orders DB Team to suspend Work on all or any material portion of the Project for a reason other than those set forth in Article 17.3.7.1, or (ii) as a result of a Force Majeure Event, and such suspension of Work continues for a period of one hundred and eighty (180) consecutive days or more, DB Team shall have the right to terminate this Agreement, effective immediately upon delivery of written notice of termination to GDOT. In the event of such termination, DB Team will be entitled to compensation determined in accordance with Exhibit 20. Payment shall be due and payable as and when provided in Exhibit 20. Any Dispute arising out of the determination of such compensation shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

**19.4.3** In the event GDOT, due to no fault of a DB Team-Related Entity or other than because the NEPA Finality Date has not occurred, does not issue NTP 1, NTP 2, or NTP 3 within three hundred and sixty five (365) days after the anticipated issuance date set forth in Article 3.3, DB Team shall have the right to terminate this Agreement, effective immediately upon delivery of written notice of termination to GDOT. In the event of such termination, DB Team will be entitled to compensation determined in accordance with Exhibit 20. Payment shall be due and payable as and when provided in Exhibit 20. Any Dispute arising out of the determination of such compensation shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

**19.4.4** If DB Team issues notice of termination of this Agreement due to a material GDOT Default under Article 17.5.1.1, termination shall be effective and final immediately upon delivery as provided in Article 19.4.1 regardless of whether DB Team is correct in determining that it has the right to terminate for such GDOT Default. In the event it is determined that DB Team lacked such right, then such termination shall be treated as a termination due to material DB Team Default and Article 19.3.2 shall govern the measure of the Termination Compensation.

## **19.5 Termination Procedures and Duties**

Upon expiration of the Term or any earlier termination of this Agreement for any reason, including due to GDOT Default, the provisions of this Article 19.5 shall apply. DB Team shall timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due DB Team or GDOT on account of termination.

**19.5.1** In any case where notice of termination precedes the effective Early Termination Date:

**19.5.1.1** DB Team shall continue performing the Work in accordance with, and without excuse from, all the standards, requirements and provisions of the DB Documents, and without curtailment of services, quality and performance;

**19.5.1.2** Reserved

**19.5.1.3** Reserved.

**19.5.1.4** Within three (3) days after receipt of a notice of termination, DB Team shall meet and confer with GDOT for the purpose of developing an interim transition plan for the orderly transition of Work, demobilization and transfer of the Project control to GDOT. The Parties shall use diligent efforts to complete preparation of the interim transition plan within

fifteen (15) days after the date DB Team receives the notice of termination. The Parties shall use diligent efforts to complete a final transition plan within thirty (30) days after such date. The transition plan shall be in form and substance acceptable to GDOT in its good faith discretion and shall include and be consistent with the other provisions and procedures set forth in this Article 19.5, all of which procedures DB Team shall immediately follow, regardless of any delay in preparation or acceptance of the transition plan.

**19.5.2** On the Termination Date, or as soon thereafter as is possible, DB Team shall relinquish and surrender full control and possession of the Project to GDOT, and shall cause all persons and entities claiming under or through DB Team to do likewise, in at least the condition required by the Termination Turnover Requirements.

**19.5.3** On the later of the Termination Date or the date DB Team relinquishes full control and possession, GDOT shall assume responsibility, at its expense, for the Project, subject to any rights to damages that GDOT has against DB Team where the termination is due to a Default Termination Event.

**19.5.4** Reserved.

**19.5.5** Reserved.

**19.5.6** Within thirty (30) days after notice of termination is delivered, DB Team shall provide GDOT with true and complete list of all materials, goods, machinery, equipment, parts, supplies and other property in inventory or storage (whether held by DB Team or any person or entity on behalf of or for the account of DB Team) for use in or respecting the Work or the Project, or on order or previously completed but not yet delivered from Suppliers for use in or respecting the Work or the Project. In addition, on or about the Termination Date, DB Team shall transfer title and deliver to GDOT or GDOT's Authorized Representative, through bills of sale or other documents of title, as directed by GDOT, all such materials, goods, machinery, equipment, parts, supplies and other property.

**19.5.7** DB Team shall take all action that may be necessary, or that GDOT may direct, for the protection and preservation of the Project, the Work and such materials, goods, machinery, equipment, parts, supplies and other property.

**19.5.8** On or about the Termination Date, DB Team shall execute and deliver to GDOT the following, together with an executed bill of sale or other written instrument, in form and substance acceptable to GDOT, acting reasonably, assigning and transferring to GDOT all of DB Team's right, title and interest in and to the following:

**19.5.8.1** All completed or partially completed drawings (including plans, elevations, sections, details and diagrams), specifications, designs, design documents, as-built and record plans, surveys, and other documents and information pertaining to the design or construction of the Project or the Utility Adjustments;

**19.5.8.2** All samples, borings, boring logs, geotechnical data and similar data and information relating to the Project;

**19.5.8.3** All books, records, reports, test reports, studies and other documents of a similar nature relating to the Work, the Project;

**19.5.8.4** All data and information relating to the use of the Project, including all studies, reports, and other information provided that the transfer of any Intellectual Property shall be subject to Articles 22.4; and

**19.5.8.5** All other work product and Intellectual Property used or owned by DB Team or any Affiliate relating to the Work, the Project, provided that the transfer of any Intellectual Property shall be subject to Articles 22.4.

**19.5.9** Reserved.

**19.5.10** On or about the Termination Date, DB Team shall execute and deliver to GDOT a written assignment, in form and substance acceptable to GDOT, acting reasonably, of all DB Team's right, title and interest in and to all warranties, claims and causes of action held by DB Team against third parties in connection with the Project or the Work.

**19.5.11** DB Team shall otherwise assist GDOT in such manner as GDOT may require prior to and for a reasonable period following the Termination Date to ensure the orderly transition of the Project and its management to GDOT.

## **19.6 Reserved**

## **19.7 Contracts and Agreements**

**19.7.1** Regardless of GDOT's prior actual or constructive knowledge thereof, no contract or agreement to which DB Team is a party (unless GDOT is also a party thereto) as of the Termination Date shall bind GDOT, unless GDOT elects to assume such contract or agreement in writing. Except in the case of GDOT's express written assumption, no such contract or agreement shall entitle the contracting party to continue performance of work or services respecting the Project following DB Team's relinquishment to GDOT of possession and control of the Project, or to any claim, legal or equitable, against GDOT.

## **19.8 Liability After Termination; Final Release**

**19.8.1** No termination of this Agreement shall excuse either Party from any liability arising out of any default as provided in this Agreement that occurred prior to termination. Notwithstanding the foregoing, any termination of this Agreement shall automatically extinguish any Claim of DB Team to payment of Compensation Amounts for adverse cost and revenue impacts accruing after the Early Termination Date from Compensation Events that occurred prior to termination.

**19.8.2** If this Agreement is terminated under Article 19.1, 19.3.1, 19.4, or 19.11, then GDOT's payment to DB Team of the amounts required thereunder (if any) shall constitute full and final satisfaction of, and upon payment GDOT shall be forever released and discharged from, any and all Claims, causes of action, suits, demands and Losses, known or unknown, suspected or unsuspected, that DB Team may have against GDOT arising out of or relating to this Agreement or termination thereof, or the Project, are unresolved at the time of such payment and are not related to termination or Termination Compensation. Upon such payment, DB Team shall execute and deliver to GDOT all such releases and discharges as GDOT may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.

## 19.9 Exclusive Termination Rights

This Article 19, together with the express provisions on termination set forth in Articles 17.3.1, and 17.6.1, contain the entire and exclusive provisions and rights of GDOT and DB Team regarding termination of this Agreement, and any and all other rights to terminate at law or in equity are hereby waived to the maximum extent permitted by Law.

## 19.10 Access to Information

DB Team shall conduct all discussions and negotiations to determine any Termination Compensation, and shall share with GDOT all data, documents and information pertaining thereto, on an Open Book Basis.

## 19.11 Termination by Court Ruling

**19.11.1** Except in the circumstances described in Exhibit 20, Termination by Court Ruling means, and becomes effective upon, (a) issuance of a final order by a court of competent jurisdiction to the effect that this Agreement is void and/or unenforceable or impossible to perform in its entirety, (b) issuance of a final order by a court of competent jurisdiction upholding the binding effect on DB Team or GDOT of a Change in Law that causes impossibility of performance of a fundamental obligation by DB Team or GDOT under the DB Documents or impossibility of exercising a fundamental right of DB Team or GDOT under the DB Documents, (c) occurrence of the circumstances described in Article 24.13.2, or (d) issuance of a final order by a court of competent jurisdiction to the effect that a material provision under the Estate for Years, Intergovernmental Agreement or the DB Documents is void and/or unenforceable so as to deprive DB Team of its ability to exercise a fundamental right granted to DB Team under the DB Documents and such inability resulting from such order cannot be otherwise remedied through a Compensation Event, Relief Event or other contractual remedy. The final court order shall be treated as the notice of termination.

**19.11.2** Once Termination by Court Ruling becomes effective, GDOT and DB Team shall cooperate to implement Articles 19.5, 19.8, and 19.9.

**19.11.3** Notwithstanding Article 19.11.2, if a Termination by Court Ruling occurs, DB Team shall be entitled to compensation to the extent, and only to the extent, provided in Exhibit 20. Payment shall be due and payable as and when provided in Exhibit 20. Any Dispute arising out of the determination of such compensation shall be resolved according to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

## Article 20 RESERVED

## Article 21 ASSIGNMENT AND TRANSFER

### 21.1 Restrictions on Assignment, Subletting and Other Transfers

**21.1.1** DB Team shall not voluntarily or involuntarily sell, assign, convey transfer, pledge, mortgage or otherwise encumber the DB Team's Interest or any portion thereof without GDOT's prior written acceptance (including under any Direct Agreement), except:

**21.1.1.1** To any entity that is under the same ultimate management control as DB Team.

**21.1.2** DB Team shall not grant any other special occupancy or use of the Project to any other Person that is not in the ordinary course of DB Team performing the Work, without GDOT's prior written acceptance.

**21.1.3** Any sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, or grant of other special occupancy or use in violation of this provision shall be null and void *ab initio* and GDOT may, by Warning Notice, declare any such attempted action to be a material DB Team Default.

## **21.2 Standards and Procedures for GDOT Acceptance**

**21.2.1** Where GDOT's prior acceptance is required for a proposed sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, sublease or grant of other special occupancy or use, or for any proposed Change of Control, GDOT may withhold or condition its acceptance in its sole discretion. Any such decision of GDOT to withhold consent shall be final, binding and not subject to GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes."

**21.2.2** Thereafter, GDOT shall not unreasonably withhold its acceptance thereto. Among other reasonable factors and considerations, it shall be reasonable for GDOT to withhold its acceptance if:

**21.2.2.1** DB Team fails to demonstrate to GDOT's reasonable satisfaction that the proposed assignee, sublessee, grantee or transferee, or the proposed transferee of rights and/or equity interests that would amount to a Change of Control (for purposes of these Articles 21.2 through 21.5, collectively the "Transferee"), and its proposed contractors (a) have the financial resources, qualifications and experience to timely perform DB Team's obligations under the DB Documents and Principal Project Documents and (b) are in compliance with GDOT's rules, regulations and adopted written policies regarding organizational conflicts of interest;

**21.2.2.2** Less than all of DB Team's Interest is proposed to be assigned, conveyed, transferred, pledged, mortgaged, encumbered, or granted; or

**21.2.2.3** At the time of the proposed sale, assignment, conveyance, transfer, pledge, mortgage, encumbrance, sublease or grant of other special occupancy or use requiring GDOT's prior acceptance, or of any proposed Change of Control, there exists any uncured DB Team Default or any event or circumstance that with the lapse of time, the giving of notice or both would constitute a DB Team Default, unless GDOT receives from the proposed Transferee assurances of cure and performance acceptable to GDOT in its good faith discretion.

**21.2.3** GDOT will accept or disapprove within thirty (30) days after it receives from DB Team a Submittal consisting of a request for acceptance together with (a) a reasonably detailed description of the proposed transaction, (b) such information, evidence and supporting documentation as GDOT may request concerning the identity, financial resources, qualifications, experience and potential conflicts of interest of the proposed Transferee and its proposed contractors and (c) such evidence of organization and authority, and such incumbency certificates, certificates regarding debarment or suspension, and other certificates, representations and warranties as GDOT may reasonably request. GDOT will evaluate the identity, financial resources, qualifications, experience and potential conflicts of interest using

the same standards and criteria that it is then currently applying, or if there is no current application, then the same standards and criteria it most recently applied, to the evaluation of Persons responding to GDOT requests for qualifications for concession or similar agreements for comparable projects and facilities.

**21.2.4** If for any reason GDOT does not act within such thirty (30) day period, or any extension thereof by mutual agreement of the Parties, then the provisions of Article 6.3.4.2 shall apply.

### **21.3 Assignment by GDOT**

GDOT may assign all or any portion of its rights, title and interests in and to the DB Documents, payment and performance bond(s), guarantees, and other security for payment or performance, (a) without DB Team's consent, to any other Person that succeeds to the governmental powers and authority of GDOT, and (b) to others with the prior written consent of DB Team.

### **21.4 Notice and Assumption**

**21.4.1** Assignments and transfers of the DB Team's Interest permitted under this Article 21 (other than pursuant to Article 21.1.1.1) or otherwise accepted in writing by GDOT shall be effective only upon GDOT's receipt of written notice of the assignment or transfer and a written recordable instrument executed by the Transferee, in form and substance acceptable to GDOT, in which the Transferee, without condition or reservation, assumes all of DB Team's obligations, duties and liabilities under the DB Documents and agrees to perform and observe all provisions thereof applicable to DB Team.

**21.4.2** Each Transferee, including any Person who acquires the DB Team's Interest pursuant to foreclosure, transfer in lieu of foreclosure or similar proceeding, shall take the DB Team's Interest subject to, and shall be bound by, the Project Management Plan, the Key Contracts, the Utility Agreements, all agreements between the transferor and railroads, the Governmental Approvals, and all agreements between the transferor and Governmental Entities with jurisdiction over the Project or the Work, except to the extent otherwise accepted by GDOT in writing in its good faith discretion.

**21.4.3** Except with respect to assignments and transfers pursuant to foreclosure, transfer in lieu of foreclosure or similar proceeding, the transferor and Transferee shall give GDOT written notice of the assignment not less than thirty (30) days prior to the effective date thereof.

### **21.5 Change of Organization or Name**

**21.5.1** DB Team shall not change the legal form of its organization in a manner that adversely affects GDOT's rights, protections and remedies under the DB Documents without the prior written acceptance of GDOT, which consent may be granted or withheld in GDOT's sole discretion.

**21.5.2** In the event either Party changes its name, such Party agrees to promptly furnish the other Party with written notice of change of name and appropriate supporting documentation.

## Article 22 RECORDS AND AUDITS; INTELLECTUAL PROPERTY

### 22.1 Maintenance and Inspection of Records

**22.1.1** DB Team shall keep and maintain at a single location all books, records and documents relating to the Project, Utility Adjustments or Work, including copies of all original documents delivered to GDOT. DB Team shall keep and maintain such books, records and documents in accordance with applicable provisions of the DB Documents, Section 2.3.8 of the Technical Provisions, and of the Project Management Plan, and in accordance with Good Industry Practice. DB Team shall notify GDOT where such records and documents are kept.

**22.1.2** DB Team shall make all its books, records and documents available for inspection by GDOT, its representatives and legal counsel at DB Team's principal offices in Georgia, at all times during normal business hours, without charge. GDOT may conduct any such inspection upon 48 hours' prior written notice, or unannounced and without prior notice where there is good faith suspicion of fraud. The right of inspection includes the right to make extracts and take notes. The provisions of this Article 22.1.2 are subject to the following:

**22.1.2.1** DB Team reserves the right to assert exemptions from disclosure for information that would be exempt under applicable State Law from discovery or introduction into evidence in legal actions; and

**22.1.2.2** Unless otherwise lawfully required by the FHWA, federal Law or the Open Government Laws, DB Team may make available copies of books, records and documents containing trade secrets and confidential proprietary information with such information redacted. Unless otherwise lawfully required by the FHWA, federal Law or the Open Government Laws, GDOT shall have no right to make extracts of such trade secrets and confidential proprietary information except in connection with resolution of Claims and Disputes.

**22.1.2.3** DB Team shall retain records and documents for a minimum of five (5) years after the date the record or document is generated; provided that if the DB Documents or applicable Law specify any longer time period for retention of particular records, such time period shall control. With respect to records and documents generated prior to Final Acceptance, the time period for retention shall commence upon Final Acceptance. Notwithstanding the foregoing, all records which relate to Claims being processed or actions brought forth under GDOT Standard Specification 105.13 "Claims for Adjustments and Disputes" shall be retained and made available until any later date that such Claims and actions are finally resolved. Refer to Attachment 1 to Exhibit 8 regarding applicable federal requirements.

### 22.2 Audits

**22.2.1** GDOT shall have such rights to review and audit DB Team, its Contractors and their respective books and records as and when GDOT deems necessary for purposes of verifying compliance with the DB Documents and applicable Law. Without limiting the foregoing, GDOT shall have the right to audit DB Team's Project Management Plan and compliance therewith, including the right to inspect Work and/or activities and to verify the accuracy and adequacy of the Project Management Plan and its component parts, plans and other documentation. GDOT may conduct any such audit of books and records upon 48 hours'

prior written notice, or unannounced and without prior notice where there is good faith suspicion of fraud.

**22.2.2** All Claims filed against GDOT shall be subject to audit at any time following the filing of the Claim. The audit may be performed by employees of GDOT or by an auditor under contract with GDOT. Notice shall not be required before commencing any audit prior to sixty (60) days after the expiration of the term of this Agreement. Thereafter, GDOT shall provide twenty (20) days notice to DB Team, any Contractors or their respective agents before commencing an audit. DB Team, Contractors or their agents shall provide adequate facilities, acceptable to GDOT, for the audit during normal business hours. DB Team, Contractors or their agents shall cooperate with the auditors. Failure of DB Team, Contractors or their agents to maintain and retain sufficient books and records to allow the auditors to verify all or a portion of the Claim or to permit the auditor access to such books and records shall constitute a waiver of the Claim and shall bar any recovery thereunder. At a minimum, the auditors shall have available to them the following documents relating to the Claim:

- 22.2.2.1** Daily time sheets and supervisor's daily reports;
- 22.2.2.2** Union agreements;
- 22.2.2.3** Insurance, welfare, and benefits records;
- 22.2.2.4** Payroll registers;
- 22.2.2.5** Earnings records;
- 22.2.2.6** Payroll tax forms;
- 22.2.2.7** Material invoices and requisitions;
- 22.2.2.8** Material cost distribution work sheet;
- 22.2.2.9** Equipment records (list of company equipment, rates, etc.);
- 22.2.2.10** Contractors' (including Suppliers') invoices;
- 22.2.2.11** Contractors' and agents' payment certificates;
- 22.2.2.12** Canceled checks (payroll and Suppliers);
- 22.2.2.13** Job cost report;
- 22.2.2.14** Job payroll ledger;
- 22.2.2.15** General ledger;
- 22.2.2.16** Cash disbursements journal;

**22.2.2.17** All documents that relate to each and every Claim together with all documents that support the amount of damages as to each Claim; and



**22.2.2.18** Work sheets used to prepare the Claim establishing (a) the cost components of the Claim, including labor, benefits and insurance, materials, equipment, Contractors, all documents that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals, and (b) the lost revenue components of the Claim.

**22.2.3** Full compliance by DB Team with the provisions of this Article 22.2 is a contractual condition precedent to DB Team's right to seek relief on a Claim under Article 17.7.

**22.2.4** Any rights of the FHWA to review and audit DB Team, its Contractors and their respective books and records are set forth in Attachment 1 to Exhibit 8.

**22.2.5** GDOT's right of audit include the right to observe the business operations of DB Team and its Contractors to confirm the accuracy of books and records.

**22.2.6** DB Team shall include in the Project Management Plan internal procedures to facilitate review and audit by GDOT and, if applicable, FHWA.

**22.2.7** DB Team represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with GDOT audits, and shall cause all Contractors other than Governmental Entities acting as Contractors to warrant the completeness and accuracy in all material respects of all information such Contractors provide in connection with GDOT audits.

**22.2.8** DB Team's internal and third party quality and compliance auditing responsibilities shall be set forth in the Project Management Plan.

**22.2.9** Nothing in the DB Documents shall in any way limit the constitutional and statutory powers, duties and rights of elected State officials, including the independent rights of the State Auditor, in carrying out his or her legal authority. DB Team understands and acknowledges that (a) the State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a Contract, (b) acceptance of funds directly under this Agreement or indirectly through a Contract acts as acceptance of the authority of the State auditor to conduct an audit or investigation in connection with those funds, and (c) an entity that is the subject of an audit or investigation must provide the State auditor with access to any information the State auditor considers relevant to the investigation or audit.

## **22.3 Open Government Laws and Freedom of Information Act**

**22.3.1** DB Team acknowledges and agrees that all Submittals, records, documents, drawings, plans, specifications and other materials in GDOT's possession, including materials submitted by DB Team to GDOT (whether directly or indirectly), are subject to the provisions of the Open Government Laws, subject only to certain exceptions and exemptions contained therein. DB Team also acknowledges that, pursuant to O.C.G.A. § 50-18-70(a), "[r]ecords received or maintained by a private person, firm, corporation, or other private entity in the performance of a service or function for or on behalf of an agency, a public agency, or a public office shall be subject to disclosure to the same extent that such records would be subject to disclosure if received or maintained by such agency, public agency, or public office." If DB Team believes information or materials submitted or otherwise made available to GDOT constitute trade secrets, proprietary information or other information that is not subject to the Open Government Laws or is excepted from disclosure under the Open Government Laws, DB

Team shall be solely responsible for specifically and conspicuously designating that information by placing “CONFIDENTIAL” in the center header of each such document or page affected, as it determines to be appropriate. Any specific proprietary information, trade secrets or confidential commercial and financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim. Nothing contained in this Article 22.3.1 shall modify or amend requirements and obligations imposed on GDOT by the Open Government Laws or other applicable Law, and the provisions of the Open Government Laws or other Laws shall control in the event of a conflict between the procedures described above and the applicable Law. DB Team is advised to contact legal counsel concerning such Law and its application to DB Team.

**22.3.2** If GDOT receives a request for public disclosure of materials marked “CONFIDENTIAL,” GDOT (as the case may be) will endeavor to notify DB Team of the request. DB Team may seek a protective order or other appropriate remedy. If GDOT determines in good faith that the materials identified as “CONFIDENTIAL” are not exempt from the Open Government Laws, GDOT will release the requested information within the applicable statutory time period, unless otherwise directed by an order of a court of competent jurisdiction. GDOT shall make the final determination regarding whether the requested information is to be disclosed or withheld.

**22.3.3** In the event of any proceeding or litigation concerning the disclosure of any material submitted by DB Team to GDOT, DB Team shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the Attorney General of the State shall represent GDOT who will participate in the litigation in such manner as they each may deem necessary or desirable. Except in the case of GDOT’s voluntary intervention in litigation, DB Team shall pay and reimburse GDOT (as the case may be) within thirty (30) days after receipt of written demand and reasonable supporting documentation for all costs and fees, including attorneys’ fees and costs, GDOT incurs in connection with any litigation, proceeding or request for disclosure.

**22.3.4** DB Team further acknowledges and agrees that all Submittals, records, documents, drawings, plans, specifications and other materials in FHWA’s possession may also be subject to disclosure under federal Law, including the Freedom of Information Act. DB Team’s rights and obligations with respect to such disclosure shall be in accordance with such federal Law.

## **22.4 Intellectual Property**

**22.4.1** All Proprietary Intellectual Property, including with respect to Technology Enhancements, Source Code and Source Code Documentation, shall remain exclusively the property of DB Team or its Affiliates or Contractors that supply the same, notwithstanding any delivery of copies thereof to GDOT.

**22.4.2** GDOT shall have and is hereby granted a nonexclusive, transferable, irrevocable, fully paid up right and license to use, reproduce, modify, adapt and disclose, and sublicense others to use, reproduce, modify, adapt and disclose, the Proprietary Intellectual Property of DB Team, including with respect to Technology Enhancements, Source Code and Source Code Documentation, solely in connection with the Project and any Highway, tolled or not tolled, owned and operated by GDOT or a State or regional Governmental Entity.

**22.4.3** Subject to the license and rights granted to GDOT pursuant to Article 22.4.2, GDOT shall not at any time sell any Proprietary Intellectual Property of DB Team or use, reproduce, modify, adapt and disclose, or allow any party to use, reproduce, modify, adapt and disclose, any such Proprietary Intellectual Property for any other purpose not consistent with Article 22.4.2 above.

**22.4.4** The right to transfer the license is limited to any Governmental Entity that succeeds to the power and authority of GDOT generally or with respect to the Project.

**22.4.5** The right to sublicense is limited to State or regional Governmental Entities that own or operate a Highway or other road, tolled or not tolled, and to the concessionaires, contractors, subcontractors, employees, attorneys, consultants and agents that are retained by or on behalf of GDOT or any such State or regional Governmental Entity in connection with the Project or another Highway or other road, tolled or untolled. All such sublicenses shall be subject to Article 22.4.6.

**22.4.6** Subject to Article 22.3, GDOT shall:

**22.4.6.1** Not disclose any Proprietary Intellectual Property of DB Team to any Person other than authorized transferees and sublicensees who agree to be bound by any confidentiality obligations of GDOT relating thereto;

**22.4.6.2** Enter into a commercially reasonable confidentiality agreement if requested by DB Team with respect to the licensed Proprietary Intellectual Property; and

**22.4.6.3** Include, or where applicable require such State or regional Governmental Entity to include, in the contract with the sublicensee its covenant to employ sound business practices no less diligent than those used for its own confidential information, and no less diligent than required by commercially reasonable standards of confidentiality, to protect all Proprietary Intellectual Property of DB Team and other materials provided under the sublicense against disclosure to third parties not in receipt of a sublicense, and to use the sublicense only for the permitted purposes.

**22.4.7** Notwithstanding any contrary provision of the DB Documents, in no event shall GDOT or any of their respective directors, officers, employees, consultants or agents be liable to DB Team, any Affiliate or any Contractor for any damages, including loss of profit, arising out of breach of the duty of confidentiality set forth in Article 22.4.6 if such breach is not the result of gross negligence or intentional misconduct or is required under the provisions of the Open Government Records Law or a court order or other legal requirement.

**22.4.8** DB Team shall continue to have a full and complete right to use any and all duplicates or other originals of its Proprietary Intellectual Property in any manner it chooses.

**22.4.9** With respect to any Proprietary Intellectual Property, including with respect to Technology Enhancements, Source Code and Source Code Documentation, owned by a Person other than DB Team, including any Affiliate, and other than GDOT or a Governmental Entity acting as a Contractor, DB Team shall obtain from such owner, concurrently with execution of any contract, subcontract or purchase order with such owner or with the first use or adaptation of the Proprietary Intellectual Property in connection with the Project, for DB Team, and GDOT, nonexclusive, transferable, irrevocable, fully paid up licenses to use, reproduce, modify, adapt and disclose such Proprietary Intellectual Property solely in connection with the

Project and any Highway, tolled or not tolled, owned and operated by GDOT or a State or regional Governmental Entity, of at least identical scope, purpose, duration and applicability as the license granted under Article 22.4.1. The foregoing requirement shall not apply, however, to mass-marketed software products (sometimes referred to as “shrink wrap software”) owned by such a Person where such a license cannot be extended to GDOT using commercially reasonable efforts. The limitations on sale, transfer, sublicensing and disclosure by GDOT set forth in Articles 22.4.3 through 22.4.6 shall also apply to GDOT’s licenses in such Proprietary Intellectual Property.

## **22.5 Reserved**

### **Article 23 FEDERAL REQUIREMENTS**

#### **23.1 Compliance with Federal Requirements**

DB Team shall comply and require its Contractors to comply with all federal requirements applicable to transportation projects that receive federal credit or funds, including those set forth in Exhibit 8. In the event of any conflict between any applicable federal requirements and the other requirements of the DB Documents, the federal requirements shall prevail, take precedence and be in force over and against any such conflicting provisions.

#### **23.2 Role of and Cooperation with FHWA**

DB Team acknowledges and agrees that FHWA will have certain approval rights with respect to the Project, including the right to provide certain oversight and technical services with respect to the Work. DB Team shall cooperate with FHWA in the reasonable exercise of FHWA’s duties and responsibilities in connection with the Project and shall provide such assistance and information as may be required by GDOT to comply with FHWA reporting requirements.

### **Article 24 MISCELLANEOUS**

#### **24.1 Taxes**

DB Team shall pay, prior to delinquency, all applicable Taxes. DB Team shall have no right to a Compensation Event or any other Claim due to its misinterpretation of Laws respecting Taxes or incorrect assumptions regarding applicability of Taxes.

#### **24.2 Amendments**

The DB Documents may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns, except to the extent expressly provided otherwise in this Agreement.

#### **24.3 Waiver**

**24.3.1** No waiver of any term, covenant or condition of this Agreement or the other DB Documents shall be valid unless in writing and signed by the obligee Party.

**24.3.2** The exercise by a Party of any right or remedy provided under this Agreement or the other DB Documents shall not waive or preclude any other or further exercise thereof or the

exercise of any other right or remedy. No waiver by any Party of any right or remedy under this Agreement or the other DB Documents shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement or the other DB Documents. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

**24.3.3** Except as provided otherwise in the DB Documents, no act, delay or omission done, suffered or permitted by one Party or its agents shall be deemed to waive, exhaust or impair any right, remedy or power of such Party hereunder, or to relieve the other Party from the full performance of its obligations under this Agreement or the other DB Documents.

**24.3.4** Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the DB Documents at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. Furthermore, if the Parties make and implement any interpretation of the DB Documents without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future Disputes.

**24.3.5** Subject to Article 13.2.8, the acceptance of any payment or reimbursement by a Party shall not waive any preceding or then-existing breach or default by the other Party of any term, covenant or condition of this Agreement or the other DB Documents, other than the other Party's prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party's knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or reimbursement. Nor shall such acceptance continue, extend or affect: (a) the service of any notice, any Claims or final judgment; (b) any time within which the other Party is required to perform any obligation; or (c) any other notice or demand.

#### **24.4 Independent Contractor**

**24.4.1** DB Team is an independent contractor, and nothing contained in the DB Documents shall be construed as constituting any relationship with GDOT other than that of an independent contractor under this Agreement.

**24.4.2** Nothing in the DB Documents is intended or shall be construed to create any partnership, joint venture or similar relationship between GDOT and DB Team; and in no event shall either Party take a position in any tax return or other writing of any kind that a partnership, joint venture or similar relationship exists. While the term "public-private partnership" may be used on occasion to refer to contractual relationships of the type hereby created, the Parties do not thereby express any intention to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share net profits or net losses, or to give GDOT control or joint control over DB Team's financial decisions or discretionary actions concerning the Project and Work.

**24.4.3** In no event shall the relationship between GDOT and DB Team be construed as creating any relationship whatsoever between GDOT and DB Team's employees. Neither DB Team nor any of its employees is or shall be deemed to be an employee of GDOT. Except as otherwise specified in the DB Documents, DB Team has sole authority and responsibility to

employ, discharge and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all Contractors and for all other Persons that DB Team or any Contractor hires to perform or assist in performing the Work.

#### **24.5 Successors and Assigns**

The DB Documents shall be binding upon and inure to the benefit of GDOT and DB Team and their permitted successors, assigns and legal representatives.

#### **24.6 Designation of Representatives; Cooperation with Representatives**

**24.6.1** GDOT and DB Team shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to the DB Documents (“Authorized Representative”). In addition, for purposes of Project administration and oversight to be performed by GDOT as provided in this Agreement, GDOT shall designate an individual or individuals who shall be authorized to make decisions and bind GDOT and upon such person(s) direction DB Team may rely. Exhibit 22 provides the initial Authorized Representative designations. A Party may change such designations by a subsequent writing delivered to the other Party in accordance with Article 24.11. For purposes of this Agreement, the Parties, except where expressly stated to the contrary, all communications and deliveries, including submittals, shall be through the respective Authorized Representative for each party.

**24.6.2** DB Team shall cooperate with GDOT and all representatives of GDOT designated as described above.

#### **24.7 Survival**

DB Team’s and GDOT’s representations, covenants, warranties, the express obligations of the Parties following termination, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the Work shall survive the expiration or earlier termination of this Agreement and/or the completion of the Work.

#### **24.8 Limitation on Third Party Beneficiaries**

**24.8.1** It is not intended by any of the provisions of the DB Documents to create any third party beneficiary hereunder or to authorize anyone not a Party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent provided in Article 24.9.2 and other specific provisions (such as the warranty and indemnity provisions) that identify third parties and state that they are entitled to benefits hereunder. Except as otherwise provided in this Article 24.8, the duties, obligations and responsibilities of the Parties to the DB Documents with respect to third parties shall remain as imposed by Law. The DB Documents shall not be construed to create a contractual relationship of any kind between GDOT and a Contractor or any Person other than DB Team.

**24.8.2** GDOT shall be a third party beneficiary, and entitled to the benefits, with respect to the rights under the DB Documents related to the following:

**24.8.2.1** Oversight, review, inspection, testing, monitoring, acceptance, and enforcement of DB Team’s obligations to perform the design and construction of the Project in accordance with the DB Documents and applicable Law.

**24.8.2.2** Review, audit, inspection and copying of data, information, documents, books and records of DB Team and any other DB Team-Related Entity.

**24.8.2.3** Step in rights upon the occurrence of a DB Team Default.

**24.9 No Personal Liability of GDOT Employees; No Tort Liability**

**24.9.1** GDOT's officers, employees, representatives are acting solely as agents and representatives of such respective entities, as applicable, when carrying out the provisions of or exercising the power or authority granted to them under this Agreement and the DB Documents. They shall not be liable either personally or as employees of GDOT for actions in their ordinary course of employment.

**24.9.2** The Parties agree to provide to each other with written notice of any claim which such Party may receive from any third party relating in any way to the matters addressed in this Agreement, and shall otherwise provide notice in such form and within such period as is required by Law.

**24.10 Governing Law**

The DB Documents shall be governed by and construed in accordance with the laws of the State of Georgia.

**24.11 Notices and Communications**

**24.11.1** Notices under the DB Documents shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

**24.11.2** All notices, correspondence and other communications to DB Team shall be delivered to the following address or as otherwise directed by DB Team's Authorized Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**24.11.3** All notices, correspondence and other communications to GDOT shall be marked as regarding the " Project" and shall be delivered to the following address or as otherwise directed by GDOT's Authorized Representative:

\_\_\_\_\_  
Georgia Department of Transportation  
\_\_\_\_\_

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In addition, copies of all notices regarding Disputes, and termination and default notices shall be delivered to the following person:

Georgia Department of Transportation  
Office of General Counsel  
600 West Peachtree Street, Suite 2300  
Atlanta, Georgia 30308  
Attention:  
Telephone: (404) \_\_\_\_\_  
Facsimile: (404) \_\_\_\_\_  
E-mail: \_\_\_\_\_

**24.11.4** Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 12:00 p.m. Eastern Standard or Daylight Time (as applicable) and all other notices received after 12:00 p.m. shall be deemed received on the first Business Day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 12:00 p.m.). Any technical or other communications pertaining to the Work shall be conducted by DB Team's Authorized Representative and technical representatives designated by GDOT.

## **24.12 Integration of DB Documents**

GDOT and DB Team agree and expressly intend that, subject to Article 24.13, this Agreement, and other DB Documents constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.

## **24.13 Severability**

**24.13.1** If any clause, provision, section or part of this Agreement or the other DB Documents or any other Principal Project Document (other than the Design-Build Contract) is ruled invalid (including invalid due to Change in Law) by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the DB Documents or such other Principal Project Documents, which shall be construed and enforced as if the DB Documents or such other Principal Project Documents did not contain such invalid or unenforceable clause, provision, section or part.

**24.13.2** If after the efforts required by Article 24.13.1, the Parties mutually agree that without the section or part of the DB Documents or such other Principal Project Documents that the court ruled to be invalid, there is no interpretation or reformation of the DB Documents or such other Principal Project Documents that can reasonably be adopted which will return the



Parties to the benefits of their original bargain, the Parties can mutually agree to treat the court order as a Termination by Court Ruling pursuant to Article 19.11.

#### **24.14 Headings**

The captions of the sections of this Agreement and in the DB Documents are for convenience only and shall not be deemed part of this Agreement or the DB Documents or considered in construing this Agreement or the DB Documents.

#### **24.15 Construction and Interpretation of the DB Documents**

**24.15.1** The language in all parts of the DB Documents shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties hereto acknowledge and agree that the DB Documents are the product of an extensive and thorough, arm's length exchange of ideas, questions, answers, information and drafts during the Proposal preparation process, that each Party has been given the opportunity to independently review the DB Documents with legal counsel, and that each Party has the requisite experience and sophistication to negotiate, understand, interpret and agree to the particular language of the provisions of the DB Documents. Accordingly, in the event of an ambiguity in or Dispute regarding the interpretation of the DB Documents, the DB Documents shall not be interpreted or construed against the Party preparing it, and instead other rules of interpretation and construction shall be utilized. GDOT's final answers to the questions posed during the Proposal preparation process for this Agreement shall in no event be deemed part of the DB Documents and shall not be relevant in interpreting the DB Documents except as they may clarify provisions otherwise considered ambiguous.

**24.15.2** The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this instrument.

**24.15.3** References in this instrument to this "Agreement" mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation and/or undertaking "herein," "hereunder" or "pursuant hereto" (or language of like import) mean, refer to and include the covenants, conditions, obligations and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument. All terms defined in this instrument shall be deemed to have the same meanings in all riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument unless the context thereof clearly requires the contrary. Unless expressly provided otherwise, all references to exhibits, articles and sections refer to same as set forth in this Agreement. Where a specific section is referenced, such reference shall include all subsections thereunder. Unless otherwise stated in this Agreement or the other DB Documents, words that have well-known technical or construction industry meanings are used in this Agreement or the other DB Documents in accordance with such recognized meaning. All references to a subsection or clause "above" or "below" refer to the denoted subsection or clause within the section in which the reference appears. Wherever the word "including," "includes" or "include" is used in the DB Documents, it shall be deemed to be followed by the words "without limitation". Wherever

reference is made in the DB Documents to a particular Governmental Entity, it includes any public agency succeeding to the powers and authority of such Governmental Entity.

**24.15.4** As used in this Agreement and the other DB Documents and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

#### **24.16 Usury Savings**

The DB Documents are subject to the express condition that at no time shall either Party be obligated or required to pay interest on any amount due the other Party at a rate which could subject the other Party to either civil or criminal liability as a result of being in excess of the maximum non-usurious interest rate permitted by Georgia Law (the “maximum legal rate”), if any. If, by the terms of the DB Documents either Party at any time is obligated to pay interest on any amount due in excess of the maximum legal rate, then such interest shall be deemed to be immediately reduced to the maximum legal rate and all previous payments in excess of the maximum legal rate shall be deemed to have been payments in reduction of the principal amount due and not on account of the interest due. All sums paid or agreed to be paid to a Party for the use, forbearance, or detention of the sums due that Party under the DB Documents shall, to the extent permitted by applicable Georgia Law, be amortized, prorated, allocated, and spread throughout the full period over which the interest accrues until payment in full so that the rate or amount of interest on account of the amount due does not exceed the maximum legal rate in effect from time to time during such period. If after the foregoing adjustments a Party still holds interest payments in excess of the maximum legal rate, it shall promptly refund the excess to the other Party.

#### **24.17 Acceptance under DB Documents**

**24.17.1** Refer to Articles 6.3.3 and 6.3.4 regarding the standards for GDOT acceptance or consent.

**24.17.2** In all cases where acceptance or consents are required to be provided under the DB Documents by DB Team and no particular standard for such acceptance or consents is expressly provided, such acceptance or consents shall not be unreasonably withheld or delayed. In cases where sole discretion is specified, DB Team’s decision shall be final, binding and not subject to GDOT Standard Specification 105.13 “Claims for Adjustments and Disputes” hereunder.

#### **24.18 Entire Agreement**

This Agreement and the other DB Documents contain the entire understanding of the Parties with respect to the subject matter thereof and supersede all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

#### **24.19 Counterparts**

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CALL ###

CONTRACT IDENTIFICATION NUMBER  
XXXX

DATE CONTRACT EXECUTED

PROJECT NUMBER(S)  
XXXXXXXX

COUNTY(IES)  
County

CONTRACTOR  
Contractor Name

DESCRIPTION OF IMPROVEMENTS AND FACILITY  
Project Name

AMOUNT OF CONTRACT  
\$

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement, including the requirements of the DB Documents.

ALL REFERENCES in this document, which include all papers, writings, documents, drawings, or photographs used, or to be used, in connection with this document, to “State Highway Department of Georgia”, “State Highway Department”, “Georgia State Highway Department”, “Highway Department”, “Department”, or “Department of Transportation” when the context thereof means that State Highway Department of Georgia, mean, and shall be deemed to mean, GDOT.

THIS AGREEMENT is being executed on the Date Contract Executed, specified above, in Fulton County, Georgia.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS AND AFFIXED THEIR SEALS:

PARTY OF THE FIRST PART

**DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ATTESTED BY TREASURER, GEORGIA DOT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BY COMMISSIONER

**PARTY OF THE SECOND PART**

I attest that the seal imprinted hereon is the corporate seal of the Contractor named above and that the signature which appears hereon is genuine and is that of the President (Vice President) of the corporation who is duly authorized to execute the foregoing document on behalf of the corporation; and that the execution of the foregoing document on behalf of the corporation has been duly authorized.

\_\_\_\_\_  
CORPORATE CONTRACTOR (1)

**Company Name (1)**

(SEAL)

\_\_\_\_\_  
THIS DAY OF

\_\_\_\_\_  
BY PRESIDENT OR VICE PRESIDENT (1)

\_\_\_\_\_  
BY SECRETARY OR ASSISTANT SECRETARY (1)

(SEAL)

(SEAL)

I attest that the seal imprinted hereon is the corporate seal of the Contractor named above and that the signature which appears hereon is genuine and is that of the President (Vice President) of the corporation who is duly authorized to execute the foregoing document on behalf of the corporation; and that the execution of the foregoing document on behalf of the corporation has been duly authorized.

\_\_\_\_\_  
CORPORATE CONTRACTOR (2)

**Company Name (2)**

(SEAL)

\_\_\_\_\_  
THIS DAY OF

\_\_\_\_\_  
BY PRESIDENT OR VICE PRESIDENT (2)

\_\_\_\_\_  
BY SECRETARY OR ASSISTANT SECRETARY (2)

(SEAL)

(SEAL)

\_\_\_\_\_  
WITNESS (1)

\_\_\_\_\_  
INDIVIDUAL OR PARTNERSHIP CONTRACTOR (1)

(SEAL)

(SEAL)

\_\_\_\_\_  
WITNESS (1)

(SEAL)

\_\_\_\_\_  
WITNESS (2)

(SEAL)

\_\_\_\_\_  
WITNESS (2)

(SEAL)

\_\_\_\_\_  
BY OWNER OR PARTNER (1)

(SEAL)

\_\_\_\_\_  
INDIVIDUAL OR PARTNERSHIP CONTRACTOR (2)

(SEAL)

\_\_\_\_\_  
BY OWNER OR PARTNER (1)

(SEAL)

**EXHIBIT 1**

**ABBREVIATIONS AND DEFINITIONS**

Unless otherwise specified, wherever the following abbreviations or terms are used in this Agreement and the Technical Provisions, they have the meanings set forth below:

<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ADA</b>	Americans with Disabilities Act
<b>AGC</b>	Associated General Contractors of America
<b>AMRL</b>	AASHTO Materials Reference Laboratory
<b>ANSI</b>	American National Standards Institute
<b>APE</b>	Area of Potential Effects
<b>ARC</b>	Atlanta Regional Commission
<b>AREMA</b>	American Railway Engineering and Maintenance of Way Association
<b>ASTM</b>	American Society of Testing and Materials
<b>ATC</b>	Alternative Technical Concept
<b>AVI</b>	Automatic Vehicle Identification
<b>AWS</b>	American Welders Society
<b>BMP</b>	Best Management Practice
<b>CAD</b>	Computer Aided Design
<b>CCTV</b>	Closed Circuit Television
<b>CE</b>	Categorical Exclusion
<b>CFR</b>	Code of Federal Regulations
<b>CMS</b>	Changeable Message Sign
<b>CPI</b>	Consumer Price Index
<b>CSC</b>	Customer Service Center
<b>CSJ</b>	Control Section Job
<b>CWA</b>	Clean Water Act
<b>DB</b>	Design-Build
<b>DBE</b>	Disadvantaged Business Enterprise, as set forth in 49 CFR Part 26
<b>DEIS</b>	Draft Environmental Impact Statement
<b>DMS</b>	Dynamic Message Signs
<b>DNR</b>	Georgia Department of Natural Resources
<b>DSS</b>	Decent, Safe and Sanitary
<b>EA</b>	Environmental Assessment
<b>EP</b>	Extraction Procedure (toxicity)
<b>EPD</b>	Georgia Department of Natural Resources, Environmental Protection Division
<b>EPIC</b>	Environmental Permits Issues and Commitments
<b>ESA</b>	Endangered Species Act of 1973, 16 U.S.C. §§ 1531 <i>et seq.</i> , as amended from time to time
<b>ETCS</b>	Electronic Toll Collection System

<b>FAA</b>	Federal Aviation Administration
<b>FAPG</b>	Federal-Aid Policy Guide
<b>FEMA</b>	Federal Emergency Management Agency
<b>FHWA</b>	U.S. Federal Highway Administration
<b>FEIS</b>	Final Environmental Impact Statement
<b>FONSI</b>	Finding of No Significant Impact
<b>FTP</b>	File Transfer Protocol
<b>FWCA</b>	Fish and Wildlife Coordination Act, 16 U.S.C. §§661 <i>et seq.</i> , as amended from time to time
<b>GDOT</b>	Georgia Department of Transportation
<b>GEPA</b>	Georgia Environmental Policy Act, Section 12-16-1, <i>et seq.</i> of the Official Code of Georgia Annotated
<b>GIS</b>	Geographical Information System
<b>GP</b>	General Purpose
<b>HEC-FFA</b>	Hydraulic Engineering Circular – Flood Frequency Analysis
<b>HCR</b>	Highway Conditions Report
<b>HOT</b>	High Occupancy/Toll
<b>HOV</b>	High Occupancy Vehicle
<b>ICD</b>	Interface Control Document
<b>ID</b>	Form of Identification
<b>IH</b>	Interstate Highway
<b>IRI</b>	International Roughness Index
<b>ISO</b>	International Organization for Standardization
<b>ITS</b>	Intelligent Transportation System
<b>IVHS</b>	Intelligent Vehicle Highway System
<b>IWP</b>	Investigative Work Plan
<b>LCS</b>	Lane Control System
<b>MARTA</b>	Metropolitan Atlanta Rapid Transit Authority
<b>MDS</b>	Microwave Detection System
<b>MOA</b>	Memorandum of Agreement
<b>MOT</b>	Maintenance of Traffic
<b>MOU</b>	Memorandum of Understanding
<b>MPH</b>	Miles Per Hour
<b>MPO</b>	Metropolitan Planning Organization
<b>MS4</b>	Municipal Separate Storm Sewer System
<b>MSDS</b>	Materials Safety Data Sheets
<b>MSE</b>	Mechanically Stabilized Earth
<b>MUTCD</b>	Manual of Traffic Control Devices
<b>NAVD</b>	North American Vertical Datum
<b>NBIS</b>	National Bridge Inspection Standards
<b>NCHRP</b>	National Cooperative Highway Research Program

<b>NEPA</b>	National Environmental Policy Act, 42 U.S.C. § 4321 <i>et seq.</i> , as amended from time to time
<b>NFIP</b>	National Flood Insurance Program
<b>NOI</b>	Notice of Intent
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>NRCS</b>	Natural Resource Conservation Service
<b>NRHP</b>	National Register of Historic Places
<b>NTP</b>	Notice to Proceed
<b>OCGA</b>	Official Code of Georgia Annotated
<b>OCR</b>	Optical Character Recognition
<b>ORT</b>	Open Road Toll
<b>OSAH</b>	Georgia Office of State Administrative Hearings
<b>OSHA</b>	Occupational Safety and Health Administration
<b>OVT</b>	Owner Verification Tests
<b>PA</b>	Programmatic Agreement
<b>PACES</b>	Pavement Condition Evaluation System
<b>PICP</b>	Public Information and Communications Plan
<b>PLS</b> (or <b>RPLS</b> )	Registered Professional Land Surveyor
<b>PMP</b>	Project Management Plan
<b>PUA</b>	Possession and Use Agreement
<b>QMP</b>	Quality Management Plan
<b>RFC</b>	Release for Construction
<b>RFI</b>	Request for Information
<b>RFQ</b>	Request for Qualifications
<b>RFP</b>	Request for Proposals
<b>RLM</b>	Residual Life Methodology
<b>ROD</b>	Record of Decision
<b>ROW</b>	Right of Way
<b>ROW AM</b>	Right of Way Acquisition Manager
<b>ROWIS</b>	Right of Way Information System
<b>RTF</b>	Related Transportation Facilities
<b>SDPP</b>	Special Deposit and Possession Procedure
<b>SDEIS</b>	Supplemental Draft Environmental Impact Statement
<b>SH</b>	State Highway
<b>SHPO</b>	State Historic Preservation Officer
<b>SOQ</b>	Statement of Qualifications
<b>SOV</b>	Single Occupancy Vehicle
<b>SSTR</b>	Single Slope Traffic Railing
<b>SRTA</b>	State Road and Tollway Authority
<b>STA</b>	State Transportation Agency



<b>SUE</b>	Subsurface Utility Engineering
<b>TCLP</b>	Toxicity Characteristic Leaching Procedure
<b>TMC</b>	Traffic Management Center
<b>TMP</b>	Transportation Management Plan
<b>TOC</b>	Toll Operations Center
<b>UAM</b>	Utility Accommodation Manual
<b>UCS</b>	User Classification Subsystem
<b>UDC</b>	Utility Design Coordinator
<b>UJUA</b>	Utility Joint Use Acknowledgment or Utility Joint Use Agreement
<b>UM</b>	Utility Manager
<b>US</b>	United States Highway
<b>USACE</b>	United States Army Corps of Engineers
<b>U.S. DOT</b>	United States Department of Transportation
<b>USFWS</b>	United States Fish and Wildlife Service
<b>U.S. GAAP</b>	U.S. Generally Accepted Accounting Principles
<b>USPAP</b>	Uniform Standard of Professional Appraisal Practices
<b>UTM</b>	Universal Transverse Mercator
<b>VDS</b>	Video Detection System
<b>VES</b>	Video Exception Sub-system
<b>WBS</b>	Work Breakdown Structure
<b>WECS</b>	Worksite Erosion Control Supervisor
<b>WTCS</b>	Worksite Traffic Control Supervisor
<b>WUCS</b>	Worksite Utility Coordination Supervisor

**Abandonment** means that Design-Build Team abandons all or a material part of the Project, which abandonment shall have occurred if (a) Design-Build Team demonstrates through acts or omissions an intent not to continue, for any reason other than a Relief Event that materially interferes with ability to continue, to construct or operate all or a material part of the Project and (b) no significant Work (taking into account the Project Baseline Schedule, if applicable, and any Relief Event) on the Project or a material part thereof is performed for a continuous period of more than forty five (45) days.

**Addenda/Addendum** means supplemental additions, deletions, and modifications to the provisions of the RFP after the release of the draft RFP.

**Additional Properties** means those parcels or portions of property proposed by Design-Build Team in addition to the ROW, including with respect to an approved ATC or otherwise contiguous to the Property and to be used for Project or in connection with the construction thereof, all as expressly designated as “Additional Properties” within the Right of Way Acquisition Plan. Additional Properties shall not include any Project Specific Locations.

**Adjust** means to perform a Utility Adjustment.

**Administrative Information Submittals** means those submittals Proposers are required to submit with their respective Proposal.

**Adjustment** means a Utility Adjustment.

**Adjustment Standards** means the standard specifications, standards of practice, and construction methods that a Utility Owner customarily applies to facilities (comparable to those being Adjusted on account of the Project) constructed by the Utility Owner (or for the Utility Owner by its contractors), at its own expense. Unless the context requires otherwise, references in the DB Documents to a Utility Owner’s “applicable Adjustment Standards” refer to those that are applicable pursuant to Article 7.5.3 of the Agreement.

**Affiliate** means:

- (a) any shareholder, member, partner or joint venture member of Design-Build Team,
- (b) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Design-Build Team or any of its shareholders, members, partners or joint venture members; and
- (c) any Person for which ten percent (10%) or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (i) Design-Build Team, (ii) any of Design-Build Team’s shareholders, members, partners or joint venture members or (iii) any Affiliate of Design-Build Team under clause (b) of this definition.

For purposes of this definition the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise.

**Affidavit of Property Interest** means the form of documentation of Existing Utility Property Interests described in Section 6.2.4 of the Technical Provisions.

**Age** means the elapsed time since an Element was first constructed or installed or, if applicable, last reconstructed, rehabilitated, restored, renewed or replaced.

**Agreement, DBA, or DB Agreement** means this certain Design-Build Agreement executed by GDOT and Design-Build Team, including any and all exhibits, attachments, riders, and amendments thereto.

**Alternative Technical Concept (“ATC”)** means an alternative technical concept proposed by Design-Build Team pursuant to the terms set forth in the RFP.

**Apparent Successful Proposer**” means the Proposer with the apparent Successful Proposer, taking into consideration the evaluation criteria and procedures.

**Area of Potential Effects** means the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of Historic Properties, if such properties exist.

**Authorized Representative** has the meaning set forth in Article 24.6.1 of the Agreement, and shall be applicable person(s) and/or party(ies) authorized to act on behalf of each of GDOT and the Design-Build Team respectively, as initially set forth pursuant to Exhibit 22 of the Agreement. All notices, deliveries, responses, approvals, and other communications among GDOT and/or the Design-Build Team shall be directed to the respective Authorized Representative for each of the aforementioned, unless expressly provided to the contrary in this Agreement.

**Best Management Practices (BMP)** has the meaning set forth in *Storm Water Management For Construction Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA Document 832 R 92-005).

**Best Value Proposal** means the Proposal meeting the standards set by the RFP that GDOT determines, through the evaluation process and evaluation criteria described in this ITP, to present the best value and to be in the best interest of GDOT and the State.

**Betterment** has, with respect to a given Utility being Adjusted, the meaning (if any) set forth in the Utility Agreement(s) applicable to the Utility; in all other cases, “Betterment” means any upgrading of the Utility in the course of such Utility Adjustment that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, efficiency or function of an Adjusted Utility over that which was provided by the existing Utility. Notwithstanding the foregoing, the following are not considered Betterments unless otherwise provided in the applicable Utility Agreement(s):

- (a) any upgrading which is required for accommodation of the Project;
- (b) replacement devices or materials that are of equivalent standards although not identical;
- (c) replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size;
- (d) any upgrading required by applicable Law;

(e) replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); and

(f) any upgrading required by the Utility Owner’s applicable Adjustment Standards.

With respect to any Replacement Utility Property Interest, “**Betterment**” has the meaning (if any) set forth in the applicable Utility Agreement(s). In all other cases, a Replacement Utility Property Interest shall be considered a Betterment, except to the extent that reinstallation of a Utility in the Replacement Utility Property Interest (i) is necessary in order to meet the requirements of the DB Documents, or (ii) is called for by Design-Build Team in the interest of overall economy for the Project.

**Business Day** means any day on which GDOT is officially open for business.

**Change in Law** means (a) the adoption of any Law after the date that is ninety (90) days prior to the Proposal Due Date, or (b) any change, amendment to, repeal or revocation of any Law or in the interpretation or application thereof by any Governmental Entity after the date that is ninety (90) days prior to the Proposal Due Date, in each case that is materially inconsistent with Laws in effect ninety (90) days prior to the Proposal Due Date; excluding, however, any such Change in or new Law that also constitutes or causes a change in or new Adjustment Standards, as well as any change in or new Law passed or adopted but not yet effective as of the date that is ninety (90) days prior to the Proposal Due Date.

**Change of Control** means any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of Design-Build Team or a material aspect of its business. A change in the power to direct or control or cause the direction or control of the management of a shareholder, member, partner or joint venture member of Design-Build Team may constitute a Change of Control of Design-Build Team if such shareholder, member, partner or joint venture member possesses the power to direct or control or cause the direction or control of the management of Design-Build Team. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

(a) A change in possession of the power to direct or control the management of Design-Build Team or a material aspect of its business due solely to a bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering;

(b) A change in possession of the power to direct or control the management of Design-Build Team or a material aspect of its business due solely to a bona fide transaction involving beneficial interests in the ultimate parent organization of a shareholder, member, partner or joint venture member of Design-Build Team, (but not if the shareholder, member, partner or joint venture member is the ultimate parent organization), unless the transferee in such transaction is at the time of the transaction suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or State department or agency;

(c) An upstream reorganization or transfer of direct or indirect interests in Design-Build Team so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of Design-Build Team;

(d) A transfer of interests between managed funds that are under common ownership or control other than a change in the management or control of a fund that manages or controls Design-Build Team;

(e) The exercise of minority veto or voting rights (whether provided by applicable Law, by Design-Build Team’s organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of Design-Build Team, provided that if such minority veto or voting rights are provided by shareholder or similar agreements, GDOT has received copies of such agreements; or

**Change Order** means a written approval by GDOT, counter-signed by Design-Build Team, with respect to a GDOT Change or Change Request, which shall set forth any adjustments to the DB Contract Sum and/or the Contract Time, including on account of a Relief Event or Compensation Event, as provided in the Agreement.

**Change Request** means a written request from Design-Build Team seeking to change the character, quantity, quality, description, scope or location of any part of the Work, to modify the DB Documents.

**Chief Executive Officer of Design-Build Team** means the chief executive officer, president or other senior officer of Design-Build Team, or the governing body of Design-Build Team, in each case having authority to negotiate and resolve a Dispute with the Commissioner and bind Design-Build Team by his or her decision in regard to such Dispute.

**Claim** means (a) a demand by Design-Build Team, which is or potentially could be disputed by GDOT, for a time extension under the DB Documents, payment of money or damages from GDOT to Design-Build Team, or for payment from GDOT of a Compensation Amount or Termination Compensation, or (b) a demand by GDOT, which is or potentially could be disputed by Design-Build Team, for payment of money or damages from Design-Build Team to GDOT.

**Claimant** means any Person that would be entitled to protection of payment bond under Code Section 13-10-63, including any P&P Bonds.

**Code** has the meaning set forth in **Recital C** of the Agreement.

**Commissioner** means the Commissioner of GDOT appointed by the State Transportation Board and any successor thereto having substantially similar powers and authority.

**Comparable Limited Access Highways** means Highways that have full control of access, are divided, have grade separations at intersections and are in other respects substantially similar to the Project and associated facilities, as applicable. For purposes of this definition, determination of what portions of the Limited Access Highway system are substantially similar to the Project shall be based on any one or more of similar age, design, engineering, construction, topographical features, operating systems and features, or other features or situations, and/or based on a geographical area in which Highways have been or are

susceptible to being affected by a common event (such as but not limited to hurricane or tornado). The presence or absence of tolling and tolling facilities shall not be a factor in determining whether a Highway is substantially similar to the Project.

**Compensation Amount** means the amount of compensation to be paid to Design-Build Team for a Compensation Event as set forth and subject to the limitations of the Agreement, including Article 13.2 therein.

**Compensation Event** means any of the following events, subject to any limitations, claims submission requirements and other conditions set forth in the Agreement, provided that no relief will be available to the extent that (i) the events are within Design-Build Team's control, or are due to any wrongful act, wrongful omission, negligence, recklessness, willful misconduct, breach of contract or Law or violation of a Governmental Approval of any of the Design-Build Team-Related Entities; (ii) the events (or the effects of such events) could have been avoided by the exercise of reasonable caution, due diligence, or other reasonable efforts by Design-Build Team:

- (a) Change in Law;
- (b) Discriminatory Action;
- (c) Material breach by GDOT of its material obligations under the Agreement or other DB Documents, including unreasonable failure to issue a certificate of Substantial Completion or a certificate of satisfaction of conditions precedent to Final Acceptance after Design-Build Team satisfies all applicable conditions and requirements for obtaining such a certificate;
- (d) GDOT-Caused Delay, other than with respect to GDOT's failure to provide response to Design-Build Team Submittals as provided under clause (d) of the definition of a GDOT-Caused Delay;
- (e) GDOT Change;
- (f) A GDOT Release of Hazardous Material or remediation of Pre-Existing Hazardous Materials, but excluding the extent of any Design-Build Team Release of Hazardous Materials;
- (g) Issuance by a court in a legal proceeding challenging any NEPA Approval or a temporary restraining order or other form of temporary injunction that prohibits prosecution of any material portion of the Work;
- (h) Any change in the design concept of the Project or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any NEPA Approval as compared to the design concept indicated in the alternative that was the subject of the NEPA Approval, except to the extent the change in design concept had already been incorporated into Design-Build Team's design schematics as approved pursuant to this Agreement;
- (i) Subject to clause (n) of this definition, failure to obtain, or unreasonable and unjustified delay in obtaining or otherwise maintaining once issued, a Governmental Approval from any Governmental Entity, except to the extent that such failure or delay results from failure

by any Design-Build Team-Related Entity to locate or design the Project or carry out the work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Design-Build Team of the design concept included in the NEPA Approval, (ii) means or methods used by any Design-Build Team-Related Entity for carrying out the Work, or (iii) decision or action by or on behalf of Design-Build Team to use or acquire Additional Property);

(j) Latent defects in Existing Improvements, resulting in costs in excess of such amounts for which Design-Build Team is responsible including as set forth in Article 7.12 of the Agreement;

(k) GDOT's (i) lack of good and sufficient title to any parcel in the Existing Right of Way or the Property, to the extent it interferes with or adversely affects performance of Work (ii) inability or failure to obtain an interest (including by easement or other right of access) to real property not identified in the Proposed Right of Way and required for construction of the Project as demonstrated by Design-Build Team, exclusive of any Additional Properties, Project Specific Locations, or parcels that are solely for the convenience of Design-Build Team, to the extent it interferes with or adversely affects performance of Work, or (iii) the existence at any time following issuance of NTP 3 of any title reservation, condition, easement or encumbrance on any parcel in the Existing Right of Way or Property owned by GDOT, of record or not of record, to the extent it interferes with or adversely affects performance of Work, except any title reservations, conditions, easements or encumbrances (A) concerning Utilities or (B) caused, permitted or suffered by a Design-Build Team-Related Entity;

(l) Discovery of subsurface or latent physical conditions at the actual boring holes identified in the geotechnical reports included in the Reference Information Documents that differ materially from the subsurface conditions indicated in such geotechnical reports at such boring holes, excluding any such conditions known to Design-Build Team prior to the Proposal Due Date;

(m) Failure to obtain, or unreasonable and unjustified delay in obtaining, an approval from GDOT with respect to a Permitted Design Exception, except to the extent that such failure or delay in obtaining the GDOT approval results from failure by any Design-Build Team-Related Entity to carry out the Work in accordance with the DB Documents; or

(n) Failure to obtain, or unreasonable and unjustified delay in obtaining, a Governmental Approval required for a re-evaluation of a NEPA Approval due to an approved ATC; provided that Design-Build Team shall only be entitled to compensation for such failure or delay after expiration of the applicable GDOT Re-evaluation Period;

(o) Performance of work in or directly adjacent to the Construction Maintenance Limits or Operations and Maintenance Limits, as well as any work by Separate Contractors within the ROW, carried out by or on behalf of GDOT or a Governmental Entity, excluding any Utility Adjustment Work by a Utility Owner, that directly disrupts Design-Build Team's onsite Work, or other documented delays to the Critical Path of the Work directly caused a Separate Contractor working on behalf of GDOT or a Governmental Entity, all being subject to Article 17.4.2 of the Agreement; or

(p) Material modifications to the NEPA Approval as set forth pursuant to subpart (a) of the definition of NEPA Approval as provided in Exhibit 1 hereto, as a result of the NEPA Approval, and all approved supplements and re-evaluations pertaining to the Project as of the

Effective Date as provided in subpart (b) of such definition, provided that any such modifications are not the result of an ATC, Additional Properties, or attributable to Design-Build Team's design.

**Compensation Event Notice** means the written notice submitted by Design-Build Team in accordance with Article 13.2 of the Agreement.

**Completed Payment Activity** means a Payment Activity that Design-Build Team has certified as acceptable and ready for the following activity to begin.

**Conceptual Layout Plan** means the schematic layout which provides alignment and lane configuration information necessary to verify lane continuity and general scope compliance for the entire Project.

**Construction Commencement Date** means for the date on which Design-Build Team first commences construction of the Project or such relative phase thereof.

**Construction Documents** means all shop drawings, working drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary or desirable for construction of the Project and/or the Utility Adjustments included in the Construction Work, in accordance with the DB Documents.

**Construction Maintenance Limits** means the physical boundaries of Design-Build Team's maintenance responsibilities for the Construction Work, as identified in the Construction Maintenance Limits Plan.

**Construction Maintenance Limits Plan** has the meaning set forth in Section 2.7.1 of the Technical Provisions.

**Construction Work** means all portions of the all Work necessary to build or construct, make, form, manufacture, furnish, install, supply, deliver or equip the Project and/or the Utility Adjustments. Construction Work includes landscaping.

**Construction Phase** has the meaning set forth in Section 23.1 of the Technical Provisions.

**Construction Phasing Plan** has the meaning set forth in Section 23.1 of the Technical Provisions.

**Contract** means any agreement, and any supplement or amendment thereto, by either (a) Design-Build Team with any other Person or Contractor, or (b) any Contractor with any Person or Subcontractor, to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Subcontractor and its lower tier sub-subcontractor or supplier. The term "Contract" excludes Utility Agreements and any agreement with SRTA or GDOT.

**Contract Time** means the time period provided for Design-Build Team's completion of the Work as provided in Article 3.3.1 of the Agreement.



**Contractor** means any Person, including any Subcontractor with whom Design-Build Team has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Project and/or the Utility Adjustments included in the Construction Work, on behalf of Design-Build Team. The term “Contractor” excludes GDOT.

**Cost to Cure** means an appraisal method applied to estimate a proper adjustment for damages to a property that can be physically and economically corrected, as described in further detail in the GDOT ROW Manual.

**Critical Path** means the sequence of activities that must be completed on schedule for the entire Project to be completed on in accordance with the Milestone Deadlines. This is the longest duration path through the work plan, in terms of time, of logically connected activities on the Project Baseline Schedule ending with the relative Milestone Deadline in respect thereof.

**CSC Host** means the central computer system of SRTA or its contractor that supports customer service center account management functions for the Project.

**Customer Groups** means groups, Persons and entities having a perceived stake or interest in the Project, including: the media, elected officials, Governmental Entities, general public residing or working within the general vicinity of the Project or traveling within or across the limits of the Project, business owners within or adjacent to the Project corridor, Utility Owners, railroads, transportation authorities and providers, community groups, local groups (neighborhood associations, business groups, chambers of commerce, convention and visitors bureaus, contractors, etc.) and other Persons or entities affected by the Project, including those identified in Section 3.2 of the Technical Provisions.

**Customer Service Center (CSC)** means the facility used to service Users, including a database system that enables registration and maintenance of customer accounts.

**Day** or **day** means calendar day unless otherwise expressly specified.

**DBE Commitments List** means Design-Build Team’s good faith effort for meeting the DBE participation goals set forth in Article 10.9.2 and Form I of the Agreement. The DBE Performance Plan is Exhibit 14 to the Agreement.

**Decent, Safe and Sanitary (DSS)** means the condition of a dwelling such that it meets applicable housing and occupancy codes.

**Default Interest Rate** means the statutory interest rate applicable to GDOT for contract payment defaults.

**Default Termination Event** means each of the Design-Build Team Defaults listed in Article 19.3.1 of the Agreement.

**Defect** means any Work that does not otherwise conform with the DB Documents, or otherwise is a defect, whether by design, construction, installation, affecting the condition, use, functionality or operation of any portion of the Work which, ordinary wear and tear excepted, would cause or have the potential to cause one or more of the following:

- (a) a hazard, nuisance or other risk to public or worker health or safety, including the health and safety of Users;

- (b) a structural deterioration of the affected Element or any other part of the Project;
- (c) damage to a third party's property or equipment;
- (d) damage to the Environment;
- (e) failure of the affected Element or any other part of the Project to meet a Performance Requirement; or
- (f) failure of an Element to meet the Target for a measurement record as set forth in the columns headed "Target" and "Measurement Record" in the Performance and Measurement Table Baseline.

**Design-Build Agreement** or **DB Agreement** means the agreement between the Proposer and GDOT requiring the Design-Build Team to design and construct the Project during the construction period.

**Design-Build Contract** or **DB Contract Sum** means the total contract sum to be paid to Design-Build Team on account of the fully and properly performed Work as set forth in the Agreement, as adjusted pursuant to Supplemental Agreements (including to reflect adjustments for Compensation Events or Change Orders as provided in the Agreement), including without limitation all of Design-Build Team's profit, fees, financing costs and interest expense for Design-Build Team Debt, all costs of work and services, materials, equipment, supplies, general conditions costs, overhead and administrative expenses, professional fees and subconsultant costs, acquisition and other costs associated with acquisition of any Approved Properties, insurance and bond premiums, sales taxes, assessments, tariffs, permit, license and registration fees, and all other related costs and expenses.

**Design-Build Documents** or **DB Documents** means those documents as set forth in Article 1.2 of the Agreement and all such other agreements entered into by GDOT and Design-Build Team or any Design-Build Team-Related Entity, or otherwise executed by Design-Build Team or a Design-Build Team-Related Entity and delivered to SRTA, with respect to or in connection with this Agreement, including without limitation Supplemental Agreements, the Design-Build Guaranty, or any Master Utility Adjustment Agreement.

**Design-Build Period** means the period commencing with NTP 1 and ending when Design-Build Team achieves Final Acceptance.

**Design-Build Team** or **DB Team** means the party identified as such in the opening paragraph of this Agreement, together with its permitted successors and assigns.

**Design-Build Team Default** or **DB Team Default** has the meaning set forth in Article 17.1.1 of the Agreement.

**Design-Build Team's Interest** or **DB Team's Interest** means all right, title, and interest of Design-Build Team in, to, under or derived from the Agreement and the other DB Documents.

**Design-Build Team-Related Entities** or **DB Team Team-Related Entities** means (a) Design-Build Team, (b) Design-Build Team's shareholders, partners, joint venture members and/or members, (c) the Contractor and all other Subcontractors (including Suppliers), (d) any other Persons performing any of the Work, (e) any other Persons for whom Design-Build Team

may be legally or contractually responsible, and (f) the employees, agents, officers, directors, shareholders, representatives, consultants, successors and assign of any of the foregoing; provided, however, that GDOT shall be considered a Design-Build Team-Related Entity.

**Design-Build Team Release(s) of Hazardous Material** or **DB Team Release(s) of Hazardous Material** means (a) Release(s) of Hazardous Material, or the exacerbation of any such release(s), attributable to the culpable actions, culpable omissions, negligence, willful misconduct, or breach of applicable Law or contract by any Design-Build Team-Related Entity; (b) Release(s) of Hazardous Materials arranged to be brought onto the Site or elsewhere by any Design-Build Team-Related Entity; regardless of cause, or (c) use, containment, storage, management, handling, transport and disposal of any Hazardous Materials by any Design-Build Team-Related Entity in violation of the requirements of the DB Documents or any applicable Law or Governmental Approval

**Design-Build Team Vehicle** or **DB Team Vehicle** means any vehicle authorized by Design-Build Team performing construction, maintenance or operation of the Project, or other related activity.

**Design Documents** means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Project and/or the Utility Adjustments included in the Design Work and/or the Construction Work.

**Design Speed** means the speed used to determine the various geometric design features of the roadway.

**Design Submittal Guide** shall have the meaning set forth in Section 23.1 of the Technical Provisions.

**Design Deviation** means any deviation from criteria defined in the GDOT Design Policy Manual as a “guideline”. Failure to adhere to the “13 Controlling Criteria” mandated by FHWA and/or the GDOT Standard Design Criteria mandated by GDOT does not qualify as a Design Deviation.

**Design Work** means all Work of design, engineering or architecture for the Project or Utility Adjustments.

**Deviation** means any proposed or actual change, deviation, modification, alteration or exception from this Agreement, the Technical Provisions, Technical Documents or Governmental Approvals.

**Directive Letter** means the letter described in Article 14.3 of the Agreement.

(a) **Disadvantaged Business Enterprise** or **DBE** has the meaning set forth 49 CFR 23 and further described in Attachment 6 to Exhibit 8 to the Agreement.

**Discipline Groups** has the meaning set forth in Section 23.3 of the Technical Provisions.

**Discriminatory** or **Discriminatory Action** means (a) materially more onerous application to Design-Build Team or the Project of changes or additions to Technical Provisions

or Technical Documents than the application thereof to other Comparable Limited Access Highways, or (b) selective application of changes or additions to Technical Provisions or Technical Documents to Design-Build Team or the Project and not to other Comparable Limited Access Highways. Notwithstanding the foregoing, the following actions are not Discriminatory or Discriminatory Actions: (i) any such application in response to any act or omission by or on behalf of Design-Build Team in violation of Law or the DB Documents; (ii) Safety Compliance; (iii) any such application in response to a directive by the U.S. Department of Homeland Security or comparable State agency, unless such directive is directed solely at or solely affects the Project and such application requires specific changes in Design-Build Team's normal design, construction, operation or maintenance procedures in order to comply; and (iv) any other actions necessary to address potential safety concerns arising from a specific condition or feature peculiar to the Project.

**Dispute** means any Claim, dispute, disagreement or controversy between GDOT and Design-Build Team concerning their respective rights and obligations under the DB Documents, including concerning any alleged breach or failure to perform and remedies.

**Dispute Resolution Procedures** means the procedures for resolving Disputes set forth in Article 17.7 of the Agreement.

**Early Adjustment** means a Utility identified as such in Section 6 of the Technical Provisions.

**Early Termination Date** means the effective date of termination of the Agreement for any reason prior to the stated expiration Final Acceptance Deadline, as specified in the relevant provisions of Article 19.

**Effective Date** means the date of the Agreement or such other date as shall be mutually agreed upon in writing by GDOT and Design-Build Team.

**Electronic Toll Collection System** or **ETCS** means the electronic toll collection system used for the collection of tolls based on the automatic identification and classification of vehicles using electronic systems, including its components, systems and subsystems, the hardware and physical infrastructure, and the software to be incorporated into the Project.

**Element** means an individual component, system or subsystem of the Work, included as an independent line item as provided on the approved Schedule of Values.

**Emergency** means an unforeseen event affecting the Project whether directly or indirectly which (a) causes or has the potential to cause disruption to the free flow of traffic on the Project or a threat to the safety of the public; (b) is an immediate or imminent threat to the long term integrity of any part of the infrastructure of the Project, to the Environment, to property adjacent to the Project or to the safety of Users or the traveling public; or (c) is recognized by the Georgia Department of Public Safety as an emergency.

**Environment** means air, soils, surface waters, groundwater, land, stream sediments, surface or subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, and historic, archeological and paleontological resources.

**Environmental Approvals** means all Governmental Approvals arising from or required by any Environmental Law in connection with development of the Project, including approvals and permits required under NEPA.

**Environmental Commitment (also Environmental Permits, Issues and Commitments)** means an environmental requirement that must be fulfilled before, during or after construction. Environmental Commitments include commitments to avoid impacts in specified areas, complete environmental investigations before construction impacts, or to perform specified actions after completion of construction.

**Environmental Law** means any Law applicable to the Project or the Work regulating or imposing liability or standards of conduct that pertains to the Environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, and any lawful requirements and standards that pertain to the Environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, set forth in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project or the Work, as such have been or are amended, modified, or supplemented from time to time (including any present and future amendments thereto and reauthorizations thereof) including those relating to:

- (a) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of Hazardous Materials;
- (b) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
- (c) Releases of Hazardous Materials;
- (d) Protection of wildlife, Threatened or Endangered Species, sensitive species, wetlands, water courses and water bodies, historical, archeological, and paleontological resources, and natural resources;
- (e) The operation and closure of underground storage tanks;
- (f) and safety of employees and other persons; and
- (g) Notification, documentation, and record keeping requirements relating to the foregoing.

Without limiting the above, the term “Environmental Laws” shall also include the following:

- (i) The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*), as amended;
- (ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 *et seq.*), as amended;
- (iii) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*);

- (iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 *et seq.*), as amended;
- (v) The Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), as amended;
- (vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*);
- (vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*), as amended;
- (viii) The Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), as amended;
- (ix) The Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), as amended;
- (x) The Oil Pollution Act (33 U.S.C. §§ 2701, *et seq.*), as amended;
- (xi) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 *et seq.*), as amended;
- (xii) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 *et seq.*), as amended;
- (xiii) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 *et seq.*), as amended;
- (xiv) The Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*);
- (xv) The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*), as amended;
- (xvi) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 *et seq.*), as amended;
- (xvii) The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*), as amended;
- (xviii) The Coastal Zone Management Act (33 U.S.C. §§ 1451 *et seq.*), as amended;
- (xix) Georgia Water Quality Act (O.C.G.A. § 12-5-20);
- (xx) Georgia Erosion and Sedimentation Act (O.C.G.A. § 12-7-1), as amended;
- (xxi) Best Management Practices (O.C.G.A. § 12-7-6(b)(15)); and
- (xxii) Georgia Underground Storage Act (O.C.G.A. § 12-13-1)).

**Escrow Agent** has the meaning set forth in Article 22.5.2 of the Agreement.

**Estate for Years** has the meaning set forth in Recital C of the Agreement.

**Exhibits** means all exhibits, riders, and other attachments to the DB Documents, including without limitation Volume 1, Volume 2, and Volume 3, as well as, any of the aforementioned, which are incorporated into any DB Documents by reference, and all amendments, modifications, and supplements thereto.

**Existing Improvements** means the existing highway, bridge, and related improvements as of the date that is ninety (90) days prior to the Proposal Due Date within the Construction Maintenance Limits.

**Existing Right of Way** or **Existing ROW** means any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures (i) as provided in Article 2.2.1.1(a) of the Agreement and more specifically described and identified as “Existing ROW” within Exhibit 4, in which GDOT has a property right or interest, and (ii) any Proposed Right of Way, which GDOT at any time after the Effective Date, shall acquire a leasehold estate or other property interest. The term specifically includes all air space, surface rights and subsurface rights within the limits of the Existing Right of Way.

**Existing Utility Property Interest** means any right, title or interest in real property (e.g., a fee or an easement) claimed by a Utility Owner as the source of its right to maintain an existing Utility in such real property, which is compensable in eminent domain.

**Evaluation Score** means the numerical score resulting from the adjectival evaluation and numerical conversion of a particular portion of the Proposals.

**Federal Requirements** means the provisions required to be part of federal-aid construction contracts, including the provisions set forth in Exhibit 8 to the Agreement.

**Final Acceptance** means the occurrence of all the events and satisfaction of all the conditions set forth in GDOT Standard Specification 105.16.

**Final Acceptance Date** means the date upon which Design-Build Team has satisfied all conditions of and for Final Acceptance and GDOT has certified same.

**Final Design** shall have the meaning set forth in Article 3.3.1.2 of the DB Agreement.

**Final Plans** means the Design Documents which provide the complete and final documents necessary for the related to construction, operations, and maintenance of the Project or any portion thereof including any Utility Adjustments required by the Project.

**Final ROW Lines** means the final location of all Right of Way within the project limits.

**Fiscal Year** means the twelve (12) month fiscal year used by GDOT for budgeting purposes.

**Float** means the amount of time that any given activity or logically connected sequence of activities shown on the Preliminary Baseline Schedule and Project Baseline Schedule, as the case may be, may be delayed before it will affect completion of any Work as required to achieve any Milestone Schedule Deadline, including the Substantial Completion Deadline and Final Acceptance Deadline.

**Force Majeure Event** means the occurrence of any of the following events that materially and adversely affects performance of Design-Build Team’s obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Design-Build Team: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Project, in each case occurring within the State;

(b) any act of terrorism or sabotage that causes direct physical damage to the Project; (c) nuclear explosion or contamination, in each case occurring within the State; (d) riot and civil commotion on or in the immediate vicinity of the Project; (e) fire, explosion, flood, earthquake, hurricane, or tornado, in each case that causes direct physical damage to the Project; or (f) national or statewide (i.e. State of Georgia) strike that has a direct adverse impact on Design-Build Team's ability to obtain materials, equipment or labor for the Project.

**Formal Consultation** means any discussions or correspondence about listed species that takes place subsequent to FHWA submitting a written request for consultation and USFWS submitting a written response acknowledging initiation or consultation.

**GDOT** means the Georgia Department of Transportation, as set forth in the recitals of the Agreement, and any entity succeeding to the powers, authorities and responsibilities of GDOT invoked by or under the DB Documents.

**GDOT-Caused Delay** means any of the following events, to the extent they result in a material delay or interruption in performance of any material obligation under the Agreement, and provided such events are beyond Design-Build Team's control and are not due to any act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any of the Design-Build Team-Related Entities, solely to the extent not concurrent or overlapping with any delay attributable to Design-Build Team, and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Design-Build Team, and with respect to any Compensation Event, solely to the extent that the cumulative effect of any such delays as set forth below have or shall result in delays, after taking into account any available Float, in excess of ninety (90) days:

(a) Failure of GDOT to issue NTP 1 as provided pursuant to Article 3.3.1.1 of the Agreement and/or failure to issue NTP 2 or NTP 3 as provided pursuant to Article 3.3.1.2 and Article 3.3.1.3 of the Agreement;

(b) GDOT Changes;

(c) Failure of GDOT to provide the GDOT-Provided Approvals within the time periods set forth in Section 4.2.2 of the Technical Provisions, subject to Article 6.2.1 of the Agreement; or

(d) Failure of GDOT to provide responses to proposed schedules, plans, Design Documents, condemnation and acquisition packages, and other Submittals and matters submitted to GDOT after the Effective Date for which response is required under the DB Documents as an express prerequisite to Design-Build Team's right to proceed or act, within the time periods (if any) indicated in the DB Documents, or if no time period is indicated, within a reasonable time, taking into consideration the nature, importance and complexity of the submittal or matter, following delivery of written notice from Design-Build Team requesting such action in accordance with the terms and requirements of the DB Documents;

(e) Failure of GDOT to provide Design-Build Team with access to the Right of Way as required; or

(f) The occurrence of a GDOT Release of Hazardous Materials.



Any proper suspension of Work pursuant to Article 17.3.7 of the Agreement shall not be considered a GDOT -Caused Delay.

**GDOT Change** means:

(a) Any change in the scope of the Work or terms and conditions of the Technical Provisions or Technical Documents (including changes in the standards applicable to the Work) that GDOT has directed Design-Build Team to perform through a Supplemental Agreement as described in Article 14.1 of the Agreement or a Directive Letter pursuant to Article 14.3 of the Agreement; and

(b) Any other event that the DB Documents expressly state shall be treated as a GDOT Change.

**GDOT Claims Account** means the designated account for the benefit of GDOT and Design-Build Team to be administered and maintained by GDOT for payments on account of Claims as required by GDOT pursuant to Article 17.3.4.3 of the Agreement.

**GDOT Default** has the meaning set forth in Article 17.5.1 of the Agreement.

**GDOT Re-evaluation Period** means the specified amount of time set forth as a condition in an approved ATC for GDOT to obtain the applicable Governmental Approval required for a re-evaluation of the NEPA Approval, prior to Design-Build Team being entitled to a Relief Event or Compensation Event; provided, however, that such time shall commence upon the date that GDOT has received a full and complete document package from Design-Build Team required for GDOT to process such re-evaluation.

**GDOT Recoverable Costs** means:

(a) The costs of any assistance, action, activity or Work undertaken by GDOT which Design-Build Team is liable for or is to reimburse under the terms of the DB Documents, including the charges of third party contractors, and reasonably allocated wages, salaries, compensation and overhead of GDOT staff and employees, performing such action, activity or Work (exclusive or ordinary and customary administration and review activities by GDOT employees or consultants (except for such consultant fees and expenses as expressly reserved in the Agreement); plus

(b) Third-party costs GDOT incurs to publicly procure any such third party contractors; plus

(c) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of the Georgia Attorney General's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, traffic and revenue consultants, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with defending claims by and resolving disputes with third party contractors; plus

(d) Any expense or cost for which GDOT is to be reimbursed by Design-Build Team pursuant to the express terms of the Agreement; including without limitation Articles 2.2.3.2, 6.2.5, 7.5.7.2, 16.1.2.4, 16.6.7, 17.3.3.2, 17.3.8.3, 17.3.11.2, and 22.3.3; plus

(e) Interest on all the foregoing sums at the Default Interest Rate from the date due under the applicable terms of the DBA Documents and continuing until paid.

**GDOT Release(s) of Hazardous Materials** means, except as provided below, the introduction in, on or under the Construction Maintenance Limits or Operation and Maintenance Limits of Hazardous Material directly by GDOT, and their respective agents and contractors (excluding Design-Build Team). GDOT Release(s) of Hazardous Material excludes, however, (i) any Hazardous Materials so introduced that are in or part of construction materials and equipment incorporated into the Project and (ii) any Hazardous Materials identified in the phase 1 investigation and report described in clause (i) of the definition of Pre-Existing Hazardous Materials.

**GDOT Standard Specifications** means the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems.

**General Purpose Lanes** means Limited Access Highway lanes within the Existing Right of Way other than the Managed Lanes.

**Geotechnical Engineering Reports** means the reports which meet the requirements described in Section 8.2 of the Technical Provisions.

**GEPA Approval** means the (a) GEPA document as approved by Georgia EPD including any studies, reports, Environmental Commitments, and all other procedural requirements and documents required for Georgia EPD approval for the Project or a portion of the Project, as (b) may be modified pursuant to all approved supplements and re-evaluations pertaining to the Project.

**Good Industry Practice** means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor, seeking in good faith to comply with its contractual obligations, complying with the DB Documents, all applicable Laws and Governmental Approvals, and engaged in the same type of undertaking in the United States under similar circumstances and conditions.

**Governmental Approval** means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, special provision, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, local, or federal regulatory agencies, agents, or employees, which authorize or pertain to the Project or the Work.

**Governmental Entity** means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than GDOT.

**Guarantor** means any Person that is the obligor under any guaranty in favor of GDOT required under the Agreement, including any Design-Build Guaranty.

**Hazardous Materials** means any element, chemical, compound, material or substance, whether solid, liquid or gaseous, which at any time is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or

conditions (including mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition or pose any threat to human health and safety. “Hazardous Materials” includes the following:

(a) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of “hazardous substance”, “hazardous waste”, “hazardous material”, “extremely hazardous waste”, “acutely hazardous waste”, “radioactive waste”, “radioactive materials”, “bio-hazardous waste”, “pollutant”, “toxic pollutant”, “contaminant”, “restricted hazardous waste”, “infectious waste”, “toxic substance”, “toxic waste”, “toxic material”, or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, “TCLP” toxicity” or “EP toxicity” or words of similar import under any applicable Environmental Laws);

(b) Any petroleum, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof or other petroleum derived substance; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;

(c) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;

(d) Any flammable substances or explosives;

(e) Any radioactive materials;

(f) Any asbestos or asbestos-containing materials;

(g) Any lead and lead-based paint;

(h) Any radon or radon gas;

(i) Any methane gas or similar gaseous materials;

(j) Any urea formaldehyde foam insulation;

(k) Electrical equipment which contains any oil or dielectric fluid containing regulated levels of polychlorinated biphenyls;

(l) Pesticides;

(m) Any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of the owners, operators, Users or any Persons in the vicinity of the Project or to the indoor or outdoor Environment; and

(n) Soil, or surface water or ground water, contaminated with Hazardous Materials as defined above.

**Hazardous Materials Management** means procedures, practices and activities to address and comply with Environmental Laws and Environmental Approvals with respect to Hazardous Materials encountered, impacted, caused by or occurring in connection with the Project or the Work, as well as investigation and remediation of such Hazardous Materials. Hazardous Materials Management may include sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever approach is effective, most cost-efficient and authorized under applicable Law.

**Highway** means a travel way for vehicular traffic that is included in the State or federal highway system.

**Highway Service Systems** means GDOT's or a Governmental Entity's lighting and electrical systems, traffic control systems, communications systems and irrigation systems serving street or highway purposes (including ITS and Intelligent Vehicle Highway System facilities).

**Historic Property** means any prehistoric or historic district, site, building, structure or object included in, or eligible for inclusion in, the National Register or Historic Places.

**HOV** means a passenger vehicle carrying a specified minimum number of passengers. HOVs include carpools, vanpools and buses.

**Immigration Act** means the Georgia Immigration & Compliance Act, O.C.G.A. § 13-10-90, *et seq.* as set forth in Article 10.6.4 of the Agreement.

**Incident** means any unplanned event during the course of construction.

**Incident Management Plan** means Design-Build Team's plan for detection and response to Incidents or Emergencies, as part of the PMP.

**Indemnified Parties** means GDOT, the State, the State Transportation Board, and their respective successors, assigns, officeholders, officers, directors, commissioners, agents, representatives, consultants and employees. Indemnified Party shall mean any of the aforementioned.

**Informal Consultations** means any discussions or correspondence about listed species that take place before the beginning of Formal Consultations.

**ITP** or **Instructions to Proposers** means the document that provides instructions to be followed by Proposers in their responses to the RFP.

**Insurance Policies** means all of the insurance policies Design-Build Team is required to carry pursuant to Article 16.1 and Exhibit 17 of the Agreement.

**Intellectual Property** means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trade marks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project, Project design data or Project

traffic data. Intellectual Property includes toll-setting and traffic management algorithms, and software used in connection with the Project (including but not limited to software used for management of traffic on the Project), and Source Code. Intellectual Property also includes the trade secret information contained in proprietary pricing information. Intellectual Property is distinguished from physical construction and equipment itself and from drawings, plans, specifications, layouts, depictions, manuals and other documentation that disclose Intellectual Property.

**Intelligent Transportation System (ITS)** has the meaning set forth in Section 17 of the Technical Provisions.

**Intelligent Vehicle Highway System (IVHS)** means smart vehicle and smart highway technologies to improve the safety, efficiency and environmental impact of highway facilities.

**Interim Design** means any submittal of Design Documents after the Preliminary Plans have been accepted but prior to submittal of Final Plans for the entire Project or any approved Project segment. Interim Designs are intended to resolve conflicts and unresolved comments from the Preliminary Plans submittal.

**Key Contract** means any one of the following Contracts for Work that Design-Build Team or Design-Build Team's Contractor's causes to be performed:

- (a) All prime construction Contracts;
- (b) All project or program management services, architectural design, or engineering Contracts; and
- (c) All other Contracts with a single Contractor or Subcontractor which individually or in the aggregate total in excess of \$25 million.

**Key Contractor** means any Contractor or Subcontractor, as the case may be, under any Key Contract.

**Key Personnel** means those individuals appointed by Design-Build Team and approved by GDOT from time to time to fill the "Key Personnel" positions. The specific individuals appointed by Design-Build Team and approved by GDOT to initially fill certain of the Key Personnel positions are identified in Exhibit 2 to the Agreement.

**Landscape Enhancement Plan** has the meaning set forth in Section 15.2.2 of the Technical Provisions.

**Latent Defects Deductible** has the meaning set forth in Article 7.12.2.1 of the Agreement.

**Law** or **Laws** means (a) any statute, law, code, regulation, ordinance, rule or common law, (b) any binding judgment (other than regarding a Claim or Dispute), (c) any binding judicial or administrative order or decree (other than regarding a Claim or Dispute), (d) any written directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by GDOT within the scope of its administration of the DBA Documents or in the normal course of its adoption of new or revised technical standards pursuant to Article 7.2.5 of the Agreement) or (e) any similar form

of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Entity, in each case which is applicable to or has an impact on the Project or the Work, whether taking effect before or after the Effective Date, including Environmental Laws. “Laws”, however, excludes Governmental Approvals.

**Lead Contractor** shall mean the entity designated as a Proposer’s “Lead Contractor” in its SOQ. There may only be one Lead Contractor per Proposer team.

**Lead Engineering Firm** shall mean the entity designated as a Proposer’s “Lead Engineering Firm” in its SOQ. There may only be one Lead Engineering Firm per Proposer team.

**Line** or **line** means, in the context of Utilities or Highway Service Systems, a line, pipeline, conduit or cable used for utility purposes, including underground, surface or overhead facilities.

**Liquidated Damages** means such liquidated damages as may accrue and be due and payable by Design-Build Team to GDOT as set forth under Article 17.4 of the Agreement and as set forth under Exhibit 18 thereto.

**Loss** or **Losses** means any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys’, accountants’ and expert witnesses’ fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement)), fee, charge, judgment, penalty or fine. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources.

**Maintenance Acceptance** means the occurrence of all the events and satisfaction of all the conditions set forth in Article 7.7.3.

**Maintenance Acceptance Deadline** means the deadline for achieving Maintenance Acceptance, as set forth in the Milestone Schedule, as such deadline may be extended for any Relief Event or Change Order as and to the extend provided in the Agreement.

**Major Culvert** means a culvert that provides an opening of more than 35 square feet in a single or multiple installations. A major culvert may consist of a single round pipe, pipe arch, open or closed-bottom box, bottomless arch, or multiple installations of these structures placed adjacent or contiguous as a unit. Certain major culverts are classified as bridges when they provide an opening of more than 20 feet, measured parallel to the roadway; such culverts may be included in the bridge inventory.

**Major Non-Participating Member** means a Proposer’s Lead Contractor and Lead Engineering Firm. If any of these entities qualify as a Participating Member, then that entity shall not be treated as a Major Non-Participating Member. Major Non-Participating Members are not considered Contractors to Proposer regardless of their role in the performance of Project-related services.

**Major River Crossing** means a crossing with a 100-year storm event flow in excess of 10,000 cubic feet per second (cfs).

**Managed Lanes** means Limited Access Highway lanes located within the Property that increase traffic efficiency by using various design and operational strategies (including congestion priced tolls), including the Electronic Toll Collection System for such lanes.

**Management Plans** means all of the management plans identified in Section 2 of the Technical Provisions.

**Memorandum of Understanding (MOU)** means a formal agreement between GDOT and one or more agencies, organizations or providers.

**Milestone Deadline** shall have the same meaning as any Milestone Schedule Deadline.

**Milestone Schedule** means the schedule of deadlines set forth in Exhibit 9 to the Agreement, as may be adjusted upon approval of the Project Baseline Schedule as set forth in Article 3.3 of the Agreement and as may be further adjusted pursuant to any Supplemental Agreement, including on account of any Relief Events.

**Milestone Schedule Deadline** means the critical milestones for commencement and/or completion of the Work as set forth in Exhibit 9 to the Agreement, including without limitation the Substantial Completion Deadline, Final Acceptance Deadline, as may be adjusted upon approval of the Project Baseline Schedule as set forth in Article 3.3 of the Agreement, and as further adjusted pursuant to any Supplemental Agreement, including on account of any Relief Events.

**Minor Culvert** means any culvert not classified as a Major Culvert.

**Mobilization** means Work to establish and remove offices, plants, and facilities; and to move personnel, equipment, and supplies to and from the Project site to begin Work or complete Work.

**NaviGator Contractor** means that certain Separate Contractor engaged by GDOT to provide the NaviGator System to be included and integrated into the ITS to be incorporated into the Project.

**NaviGator Integration Deadline** means that certain Milestone Schedule Deadline, as set forth in the Milestone Schedule, as may be adjusted by the Project Baseline Schedule, for completion of such portions of the Work as necessary and required to allow the NaviGator Contractor to commence the NaviGator Work.

**NaviGator System** means the “NaviGator” advanced transportation management system to be included as a part of the ITS as set forth pursuant to Section 17.1.3 of the Technical Provisions.

**NaviGator Work** means the work to be provided by the NaviGator Contractor, coordinated with the Work, for completion of the NaviGator System for the Project.

**NEPA** means the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended and as it may be amended from time to time.

**NEPA Approval** means the (a) NEPA document as approved by FHWA including any studies, reports, Environmental Commitments, and all other procedural requirements and

documents required for FHWA approval for the Project or a portion of the Project, as (b) may be modified pursuant to all approved supplements and re-evaluations pertaining to the Project.

**NEPA Finality Date** means the date NEPA Approval becomes final and non-appealable and the federal statute of limitations for commencing legal action to challenge the validity of any NEPA Approval has expired.

**Nonconforming Work** means Work that does not conform to the requirements of the DB Documents, the Governmental Approvals, applicable Law or the Design Documents.

**Notice of Termination for Convenience** means written notice issued by GDOT to Design-Build Team terminating the Agreement in whole or in part for convenience.

**NTP** means a written notice issued by GDOT to Design-Build Team authorizing Design-Build Team to proceed with the portion or phase of the Work as being designated as subject to such notice to proceed in the Preliminary Baseline Schedule, the Project Baseline Schedule, or otherwise in the DBA Documents, including without limitation NTP 1, NTP 2, and NTP 3.

**NTP 1** means a written notice issued by GDOT to Design-Build Team authorizing Design-Build Team to proceed with the portion of the Work described in Article 3.3.1.1 of the Agreement.

**NTP 2** means a written notice issued by GDOT to Design-Build Team authorizing Design-Build Team to proceed with the portion of the Work described in Article 3.3.1.2 of the Agreement.

**NTP 3** means a written notice issued by GDOT to Design-Build Team pursuant to Article 3.3.1.3 of the Agreement authorizing Design-Build Team to proceed with the remaining Work and other activities pertaining to the Project.

**NTP 1 Conditions Deadline** means the outside date set forth in the Milestone Schedule (or the Project Baseline Schedule as to the extent such outside date is adjusted thereby) by which Design-Build Team is obligated under the Agreement to satisfy all conditions to issuance of NTP 1, as such deadline may be extended for Relief Events from time to time pursuant to the Agreement.

**NTP 2 Conditions Deadline** means the outside date set forth in the Milestone Schedule (or the Project Baseline Schedule as to the extent such outside date is adjusted thereby) by which Design-Build Team is obligated under the Agreement to satisfy all conditions to issuance of NTP 2, as such deadline may be extended for Relief Events from time to time pursuant to the Agreement.

**NTP 3 Conditions Deadline** means the outside date set forth in the Milestone Schedule (or the Project Baseline Schedule as to the extent such outside date is adjusted thereby) by which Design-Build Team is obligated under the Agreement to satisfy all conditions to issuance of NTP 3, as such deadline may be extended for Relief Events from time to time pursuant to the Agreement.

**Open Book Basis** means allowing the relevant Party to review all underlying assumptions and data associated with the issue in question, including, but not limited to, assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment



rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, and other items reasonably required by the relevant Party.

**Open Government Laws** mean, collectively, the Georgia Open Records Act, Ga. Code Ann. §§ 50-18-70 *et seq.*, Section 32-2-80(a)(40) of the Code and Section 672-17.06 of the Rules, as amended from time to time.

**Open Road Toll (ORT)** means toll collection conducted (a) exclusively via vehicle identification with transponders and/or video capture of the license plate and (b) in an open multilane free-flow highway environment with no constraints on speed, vehicle type or vehicle location.

**Optical Character Recognition (OCR)** means the process of converting an image to text.

**Owner Verification Tests (OVT)** means the material tests performed in accordance with the applicable GDOT test method to verify the accuracy of the tests performed by Design-Build Team and pursuant to the approved Quality Management Plan to ensure that only materials of specified quality or better are accepted and incorporated into the Project.

**P&P Bonds** means the bonds meeting the requirements of Article 16.2.1 of the Agreement.

**P&P Obligor** means the Person identified as the obligor or account party in the P&P Bonds, as applicable.

**Participating Agency** means a public, quasi-public, or private agency that has agreed to cooperate with and assist Design-Build Team during an Emergency.

**Participating Member** means (a) if the Proposer is a joint venture, partnership, or limited liability company, each member of the joint venture, partnership or limited liability company; or (b) if the Proposer is a corporation or other corporate entity, the Proposer.

**Party** means Design-Build Team or GDOT, as the context may require, and **“Parties”** means Design-Build Team and GDOT, collectively.

**Payment Activity** means completion of an Element of the Work for which payment on account of the DB Contract Sum shall be due, subject to the terms of this Agreement and as follows:

(a) The first Payment Request (after NTP 1) may include the Payment and Performance Bond amounts;

(b) The first Payment Request (after NTP 3) may include up to 50% of the amount for Mobilization set forth in the Proposal, or 3% of the of the construction cost set forth in the Schedule of Values, whichever is less;

(c) When 5% of the construction cost set forth in the approved Schedule of Values is incurred, the next Payment Request may include up to 100% of the amount of Mobilization set

forth in the Proposal, or 3% of the construction cost set forth in the approved Schedule of Values, whichever is less, minus any previous payments;

(d) Design-Build Team's indirect costs such as administration, contingencies, site cleanup and maintenance, access, off site access roads and security costs related to design-build costs shall be prorated through all Payment Activities.

**Payment for Work Product** means the partial compensation to be paid to Design-Build Team as described in Form N to the ITP.

**Payment Request** means the request for payment on account of the Work all in accordance with the terms and conditions set forth in GDOT Standard Specification 109.03.

**Performance and Measurement Table Baseline** means the table setting forth Performance Requirements, time periods for response to Defects, inspection and measurement methods, measurement records and Targets, as submitted by Design-Build Team annually for GDOT approval described in Table 19-1 of the Technical Provisions.

**Performance Requirements** means, for each Element of the Project during the Term, the requirements set forth in Table 19-1 of the Technical Provisions in the Column headed "Performance Requirement."

**Permitted Design Exceptions** means design exceptions identified in Section 11.2 Technical Provisions that are allowed to be implemented on the Project.

**Person** means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization, Governmental Entity, or GDOT.

**Phase 1 Hazardous Materials Investigation** means an environmental assessment conducted in accordance with the DB Documents and ASTM E-1527-05, or any future revision or replacement thereof, to identify Recognized Environmental Conditions and potential Recognized Environmental Conditions.

**Plans** means (only where capitalized) contract drawings, working drawings, supplemental drawings, detail sheets or exact reproductions thereof, which show the location, character, dimensions and details of the Construction Work to be done.

**Pre-existing Hazardous Materials** means Hazardous Materials that meet all the following criteria:

(a) The Hazardous Materials are in, on or under the Right of Way as of the date SRTA or GDOT makes available to Design-Build Team the affected parcel; or

(b) The Hazardous Materials are not located in, on or under any Project Specific Locations or Additional Properties, except Additional Properties required due to GDOT Changes (including GDOT Changes regarding the initial construction).

For purposes of determining whether Hazardous Materials were in, on or under the Right of Way or any Additional Properties required by GDOT to be included in the Property as a result of GDOT Changes, as of the date on which GDOT makes available to Design-Build Team the

affected parcel, Design-Build Team shall have the burden of proof to demonstrate it was not a Design-Build Team Release of Hazardous Materials:

(i) As to any Hazardous Materials not identified as being present as of such date in the following: The phase 1 investigations of the Project conducted by GDOT prior to the Effective Date or any Phase 1 Hazardous Materials Investigation or Phase 2 Hazardous Materials Investigation supplementing the foregoing report prepared as and when set forth in Article 7.8.2 of the Agreement; and

(ii) As to any Additional Properties required by GDOT to be included in the Property as a result of GDOT Changes, any Phase 1 Hazardous Materials Investigation thereof prepared and delivered as and when set forth in Article 7.8.2 of the Agreement.

For the purpose of this definition, “makes available” means:

(x) The Effective Date, except for parcels not yet acquired as of the Effective Date; and

(y) As to parcels not yet acquired as of the Effective Date and as to Additional Properties required by GDOT to be included in the Property as a result of GDOT Changes, the date Design-Build Team first receives the right to take and maintain possession of the parcel for all purposes for the remainder of the Term in accordance with the DB Documents, including commencement of construction, as the result of GDOT’s having secured title or right of possession by contract or title instrument or by a special commissioners’ award through the

**Preliminary Baseline Schedule** means the high level, logic based, critical path schedule representing Design-Build Team’s plan to complete performance of the Work beginning on the date of NTP 1 to Final Acceptance of the Work, submitted with the Proposal, as set forth on Exhibit 10 to the Agreement. The Preliminary Baseline Schedule shall not mean the Project Status Schedule Updates as set forth in Section 2.3.4 of the Technical Provisions, nor shall such Project Status Schedule Updates constitute revisions or amendments to the Preliminary Baseline Schedule.

**Preliminary Plans** means the Design Documents which provide the preliminary design necessary for the related to construction, operations, and maintenance of the entire Project including any Utility Adjustments required by the Project.

**Presidential Disaster Declaration** means a declaration of a major disaster by the President of the United States triggering assistance from FEMA pursuant to the Disaster Relief Act of 1974 (Pub.L. No. 93-288, as amended).

**Price Proposal** means the price component of the Proposal evaluation as described ITP.

**Price Proposal Score** means the score calculated in accordance projects evaluation criteria.

**Principal Project Documents** means the Security Instruments and the Design-Build Contract.

**Project** means the Project as defined in the RFP, that is the subject of this Agreement, and which shall include the transportation facilities and all related structures, and improvements, including integration of the ITS, and communications systems used in connection with operation of such transportation facilities, to be designed and constructed pursuant to the terms of the DB Documents.

**Project Baseline Schedule** means the logic-based critical path schedule for all Work from commencement of the Work leading up to and including, without limitation, each Milestone Schedule Deadline, Substantial Completion and Final Acceptance, to be prepared by Design-Build Team consistent with and taking into account the Milestone Schedule, as and to the extent such schedule has been approved by GDOT, all as more particularly described in Section 2.3 of the Technical Provisions, and all revisions to such schedule as provided in the DB Documents. The Project Baseline Schedule shall not mean the Project Status Schedule Updates as set forth in Section 2.3.4 of the Technical Provisions, nor shall such Project Status Schedule Updates constitute revisions or amendments to the Project Baseline Schedule.

**Project Extension** means a linear addition to the original Project by Design-Build Team, including any at either terminus of the original Project and any linear improvement that interconnects with the original Project.

**Project Information Coordinator** means the person designated by Design-Build Team to manage Design-Build Team's public information activities as more particularly described in Section 3.2.2 of the Technical Provisions.

**Project Management Plan** means the document approved by GDOT, describing quality assurance and quality control activities necessary to manage the design and construction of the Project, containing the GDOT-approved component parts, plans and documentation described in Section 2 to the Technical Provisions.

**Project Manager** means the individual designated by Design-Build Team and approved in writing by GDOT in the position to take full responsibility for the prosecution of the Work and will act as a single point of contact on all matters on behalf of Design-Build Team as described in the approved Project Management Plan.

**Project Phase** shall have the meaning set forth in Section 2.1.4 of the Technical Provisions.

**Project Schedule** shall mean the Preliminary Baseline Schedule or Project Baseline Schedule, as applicable, as controlled by the Milestone Schedule, pursuant to Article 3.3.4 of the Agreement, as may be further adjusted pursuant to any Supplemental Agreement, including on account of any Relief Events.

**Project Specific Locations** means any additional temporary property interests or rights, other than ROW or Additional Properties, which are not contiguous to the Property, that Design-Build Team may require for performance of the Work, including for temporary activities in connection with the Construction Work, such as construction work sites, temporary work areas, staging areas, storage areas, and earthwork material borrow sites.

**Project Status Schedule Update** means the logic-based critical path schedule submitted monthly containing progress status and enabling comparison to the Project Baseline Schedule.

**Property** has the meaning set forth in Article 2.2.1 of the Agreement and shall include only such property as identified in the NEPA Approval.

**Proposal** has the meaning set forth in Recital F of the Agreement.

**Proposal Bond** means the security that Proposers submit to GDOT with their Proposals

**Proposal Revisions**” has the meaning set forth in Section 5.4 of the ITP.

**Proposal Due Date** means the deadline for submission of the Proposal to GDOT as defined in the ITP Section 1.4.

**Proposed Right of Way** or **Proposed ROW** means any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures within the lines established in and designated as “Proposed ROW” within Exhibit 4 to the Agreement for which GDOT is obligated to provide access to Design-Build Team and/or acquire a leasehold estate or other similar property interest or rights pursuant to Article 2.2.1.1(b) of the Agreement. The term specifically includes all air space, surface rights and subsurface rights within the limits of the Proposed Right of Way and specifically excludes any Additional Properties. All portions of the Proposed Right of Way, as and to the extent of any property interests in same acquired by GDOT, shall thereafter and without further amendment to Exhibit 4 be deemed Existing Right of Way.

**Proposer**” or **Proposers**” has the meaning set forth in Section 1.1 in the ITP.

**Proprietary Intellectual Property** means Intellectual Property created, used, applied or reduced to practice in connection with the Project or the Work that derives commercial value from its protection as a trade secret under applicable Law or from its protection under patent law.

**Protection in Place** means any action taken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, exposing the Utility, avoidance of a Utility’s location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. The term includes both temporary measures and permanent installations meeting the foregoing definition.

**Provided Approvals** means the Governmental Approvals for the Project obtained or to be obtained by GDOT, as specifically listed in Section 4.2 of the Technical Provisions (including any such approvals as may be required from GDOT independent of GDOT’s Project administration pursuant to Article 6.2 of the Agreement).

**Public Information and Communications Plan (PICP)** has the meaning set forth in Section 3.2 of the Technical Provisions.

**Punch List** means an itemized list of Construction Work that remains to be completed following Substantial Completion but as a condition to Final Acceptance, provided that the nature of any such incomplete Work, and the correction and completion of same, will have no material or adverse effect on the normal and safe use and operation of the Project.

**Punch List Period** means the time provided for Design-Build Team’s completion of Punch List Work, which shall be the time between Substantial Completion and Final Acceptance as provided in the Project Baseline Schedule.

**QA/QC Proposal Revisions** has the meaning set forth in Section 5.4 of the ITP.

**QA/QC** means quality assurance and quality control.

**Quality Management Plan (QMP)** means the set of GDOT-approved plans for quality management and control of the Project and Work, as set forth in Section 2.3.9 of the Technical Provisions.

**Quality Manager** means the individual retained by Design-Build Team as the Key Personnel with the authority and responsibility for ensuring establishment and maintenance of, and compliance with, the Quality Management Plan.

**Quitclaim Deed** means a quitclaim deed to be executed by a Utility Owner relinquishing its rights to maintain a Utility in a particular location, as more particularly described in Section 6.2.4.4 of the Technical Provisions.

**Railroad Right of Entry Agreement** has the meaning described in Section 14.3.1.3 of the Technical Provisions.

**Recognized Environmental Condition** has the meaning set forth in ASTM E-1527-00.

**Record Drawings** means construction drawings and related documentation revised to show as-built changes to the Project at Final Acceptance. Interim marked-in-the-field or red-lined drawings to be provided during the progress of the Work as required pursuant to the Technical Provisions shall not constitute the final Record Drawings.

**Reference Information Documents (RIDs)** means the collection of information, data, documents and other materials that GDOT has provided to Design-Build Team for general or reference information only.

**Registered Professional Engineer** means a person who is duly licensed and registered by the Georgia State Board of Registration for Professional Engineers and Land Surveyors to engage in the practice of engineering in the State of Georgia.

**Registered Professional Land Surveyor** means a person registered by the Georgia State Board of Registration for Professional Engineers and Land Surveyors to practice the profession of land, boundary, or property surveying or other similar professional practices.

**Related Transportation Facility(ies)** means all existing and future highways, streets and roads, including upgrades and expansions thereof, that is/are or will be adjacent to, connecting with or crossing under or over the Project, as specifically identified in the Technical Provisions.

**Release of Hazardous Materials** means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

**Release for Construction** or **RFC** means the written authorization by GDOT to proceed with any designated phase of the Construction Work based on the approved Released for Construction Documents.

**Relief Event** means any of the following events, subject to any limitations, claims submission requirements and other conditions set forth in the Agreement, provided that no relief will be available to the extent that (i) the events are within Design-Build Team's control, or are due to any wrongful act, wrongful omission, negligence, recklessness, willful misconduct, breach of contract or Law or violation of a Governmental Approval of any of the Design-Build Team-Related Entities; (ii) the events (or the effects of such events) could have been avoided by the exercise of reasonable caution, due diligence, or other reasonable efforts by Design-Build Team:

- (a) Force Majeure Event;
- (b) Latent defects in Existing Improvements;
- (c) Change in Law;
- (d) Discriminatory Action;
- (e) GDOT's failure to perform or observe any of the covenants or obligations of GDOT under the Agreement or other DB Documents;
- (f) GDOT Change;
- (g) GDOT -Caused Delay;
- (h) Performance of work in or directly adjacent to the Construction Maintenance Limits or Operations and Maintenance Limits, as well as any work by Separate Contractors within the ROW, carried out by or on behalf of GDOT or a Governmental Entity, excluding any Utility Adjustment Work by a Utility Owner, that directly disrupts Design-Build Team's onsite Work, or other documented delays to the Critical Path of the Work directly caused a Separate Contractor working on behalf of GDOT or a Governmental Entity;
- (i) Discovery at, near or on the Existing Right of Way or Property of (a) any Pre-existing Hazardous Materials or Hazardous Materials not otherwise constituting a Design-Build Team Release of Hazardous Materials, provided that where such condition was identified in the existing Phase 1 Hazardous Materials Investigation included in the RIDs, Design-Build Team shall account for same in the Project Schedule and impacts shall be limited to such conditions not identified therein (whether in type or quantity), or (b) any archeological, paleontological or cultural resources not known to Design-Build Team prior to the Proposal Due Date;
- (j) Discovery of (i) subsurface or latent physical conditions at the actual boring holes identified in the geotechnical reports included in the Reference Information Documents that differ materially from the subsurface conditions indicated in such geotechnical reports at such boring holes, excluding any such conditions known to Design-Build Team prior to the Proposal Due Date, or (ii) physical conditions within the Existing Right of Way or Property of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in the Agreement, excluding any such conditions known to Design-Build Team prior to the Proposal Due Date or that would become

known to Design-Build Team by undertaking reasonable investigation prior to the Proposal Due Date (for avoidance of doubt, conditions away from the actual boring holes that differ from conditions extrapolated from such boring data and that are not within clause (ii) above are not a Relief Event);

(k) Discovery at, near or on the Existing Right of Way or Property of any Threatened or Endangered Species (regardless of whether the species is listed as threatened or endangered as of the Proposal Due Date), excluding any such presence of species known to Design-Build Team prior to the Proposal Due Date or that would become known to Design-Build Team by undertaking reasonable investigation prior to the Proposal Due Date;

(l) Any spill of Hazardous Material by a third party who is not acting in the capacity of a Design-Build Team-Related Entity which (i) occurs after the Proposal Due Date, (ii) is required to be reported to a Governmental Entity and (iii) renders use of the roadway or construction area unsafe or potentially unsafe absent assessment, containment and/or remediation;

(m) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of any material portion of the Work;

(n) Suspension, termination or interruption of a NEPA Approval, except to the extent that such suspension, termination or interruption results from failure by any Design-Build Team-Related Entity to locate or design the Project or carry out the work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Design-Build Team of the design concept included in the NEPA Approval, (ii) means or methods used by any Design-Build Team-Related Entity for carrying out the Work, or (iii) decision or action by or on behalf of Design-Build Team to use or acquire Additional Property);

(o) Any change in the design concept of the Project or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any NEPA Approval as compared to the design concept indicated in the alternative that was the subject of the NEPA Approval, except to the extent the change in design concept had already been incorporated into Design-Build Team's design schematics assumed in connection with the DB Contract Sum;

(p) Subject to clause (t) of this definition, failure to obtain, or unreasonable and unjustified delay in obtaining or otherwise maintaining once issued, a Governmental Approval from any Governmental Entity, except to the extent that such failure or delay results from failure by any Design-Build Team-Related Entity to locate or design the Project or carry out the work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Design-Build Team of the design concept included in the NEPA Approval, (ii) means or methods used by any Design-Build Team-Related Entity for carrying out the Work, or (iii) decision or action by or on behalf of Design-Build Team to use or acquire Additional Property);

(q) GDOT's (i) lack of good and sufficient title to any parcel in the Existing Right of Way or the Property, to the extent it interferes with or adversely affects performance of Work, (ii) inability or failure to obtain an interest (including by easement or other right of access) to real property not identified in the Proposed Right of Way and required for construction of the Project as demonstrated by Design-Build Team, exclusive of any Additional Properties, Project Specific



Locations, or parcels that are solely for the convenience of Design-Build Team, to the extent it interferes with or adversely affects performance of Work, or (iii) the existence at any time following issuance of NTP 3 of any title reservation, condition, easement or encumbrance on any parcel in the Existing Right of Way or Property owned by GDOT, of record or not of record, to the extent it interferes with or adversely affects performance of Work, except any title reservations, conditions, easements or encumbrances concerning Utilities or otherwise caused, permitted or suffered by a Design-Build Team-Related Entity;

(r) Unreasonable and unjustified delay by a Utility Owner with whom Design-Build Team has been unable to enter into a Utility Agreement in connection with a Utility Adjustment, or failure or delay of any Utility in obtaining any required easement, right of way or other property interest as may be required, provided that all of the “conditions to assistance” described in Article 7.5.7.2 of the Agreement have been satisfied;

(s) Failure to obtain, or unreasonable and unjustified delay in obtaining, an approval from GDOT with respect to a Permitted Design Exception, except to the extent that such failure or delay in obtaining the GDOT approval results from failure by any Design-Build Team-Related Entity to carry out the Work in accordance with the DB Documents;

(t) Failure to obtain, or unreasonable and unjustified delay in obtaining, a Governmental Approval required for a re-evaluation of a NEPA Approval due to an approved ATC; provided that Design-Build Team shall only be entitled to relief for such failure or delay after expiration of the applicable GDOT Re-evaluation Period; or

(u) Material delays as a result of any modification to the NEPA Approval as set forth pursuant to subpart (a) of the definition of NEPA Approval as provided in Exhibit 1 hereto, as a result of the ROD, and all approved supplements and re-evaluations pertaining to the Project as of the Effective Date as provided in subpart (b) of such definition, provided that any such modifications are not the result of an ATC, Additional Properties, or attributable to Design-Build Team’s design.

**Relief Event Determination** has the meaning set forth in Article 13.1 of the Agreement.

**Relief Event Notice** means the written notice required to be provided by Design-Build Team under Article 13.1.1 of the Agreement.

**Replacement Housing Calculation** means the opportunity to provide the displaced person with the financial assistance to purchase or rent and occupy a comparable replacement dwelling without involuntarily incurring additional financial means due to the displacement.

**Replacement Utility Property Interest** means any permanent right, title or interest in real property outside of the Property (e.g., a fee or an easement) that is acquired for a Utility being reinstalled in a new location as a part of the Utility Adjustment Work. The term specifically excludes any statutory right of occupancy or permit granted by a Governmental Entity for occupancy of its real property by a Utility.

**Request for Change Proposal** means a written notice issued by GDOT to Design-Build Team setting forth a proposed GDOT Change and requesting Design-Build Team’s assessment of cost, and schedule impacts thereof, as set forth in Article 14.1.2 of the Agreement.

**Request for Information** means a written request by the DB Team to GDOT requesting clarification of the DB Document requirements.

**Request for Proposals (RFP)** means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. The RFP is the only solicitation utilized by the Department in the One Phase Low Bid selection method. The RFP is the second phase utilized by the Department for the Two Phase Low Bid and Best Value selection methods.

**Request for Qualifications (RFQ)** means all documents, whether attached or incorporated by reference, utilized by the Department for soliciting interested Proposers to apply for prequalification including instruction for submitting a Statement of Qualification (SOQ), evaluation criteria and minimum qualifications required of a Design-Build Team. The RFQ is the first phase of a two phase process utilized by the Department for the Two Phase Low Bid and Best Value selection methods.

**Reserved** means a section of the DB Documents (Design-Build Agreement, Technical Provisions, or Programmatic Provisions) that is not being utilized for this contract. Sections marked Reserved have no requirements and references to sections marked Reserved shall mean that there are no additional requirements beyond the reference point.

**Right of Way** or **ROW** means the Existing Right of Way and Proposed Right of Way.

**Right of Way Acquisition Plan** or **ROW Acquisition Plan** has the meaning set forth in Section 5 of Volume 3.

**Rules** have the meaning set forth in Recital C of the Agreement.

**Safety Compliance** means any and all improvements, repair, reconstruction, rehabilitation, restoration, renewal, replacement and changes in configuration or procedures respecting the Project to correct a specific safety condition or risk of the Project that GDOT has reasonably determined to exist by investigation or analysis and that is in violation of the requirements of the DB Documents.

**Safety Compliance Order** means a written order or directive from GDOT to Design-Build Team to implement Safety Compliance measures.

**Safety Standards** means those provisions of the Technical Provisions or Technical Documents that GDOT, FHWA, OSHA, or AASHTO considers to be important measures to protect public safety or worker safety. As a matter of clarification, provisions of Technical Provisions or Technical Documents primarily directed at durability of materials or equipment, where the durability is primarily a matter of life cycle cost rather than protecting public or worker safety, are not Safety Standards.

**Schedule of Values** means a detailed line item valuations for all Elements of the Work which lists all Payment Activities in a format that provides a sufficiently breakdown of the Pay Items. Include the Schedule of Values a rational basis for partial payments of the Lump Sum bid based on the completed portion of the item and definitive activities. Payment will not be made for individual construction activities. No payments will be made until the schedule of values is accepted. Mobilization, and Payment and Performance Bonds may be included as separate line items in the Schedule of Values. Any amount for Mobilization set forth in the Schedule of Values shall not exceed 2.5% of the total construction cost.

**Schematic Plan of Project** means Design-Build Team’s schematic plan specific to the preliminary roadway plans showing the concept and technical solutions. Design-Build Team can resource the Costing Plans in areas where no material difference are planned. Schematics of project differences shall be in accordance with the provisions of the Instructions to Proposers, Exhibit C.5.

**Security Document** means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any Person as security for Design-Build Team Debt or Design-Build Team’s obligations pertaining to Design-Build Team Debt and encumbering the Design-Build Team’s Interest.

**Selection Recommendation Committee** means the group of individuals authorized by GDOT (if any) to recommend the Best Value Proposer to the Steering Committee.

**Separate Contractor(s)** means each and any separate contractor or vendor engaged by GDOT or any other governmental authority or agency of the State to perform, provide, and/or supply work, services, labor or materials for the Project that is expressly excluded from Design-Build Team’s Work pursuant to the DB Documents.

**Service Line** means a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system. However, unless otherwise noted in the Technical Provisions, the term “Service Line” excludes any line that supplies an active feed from a Utility Owner’s facilities to supply, activate or energize GDOT’s or a Governmental Entity’s Highway Service System. Such line, including its actual connection to the Utility facility, shall instead be considered to be part of the applicable Highway Service System.

**Site** means the Property and any temporary rights or interests that Design-Build Team may acquire in connection with the Project or the Utility Adjustments included in the Construction Work, including Project Specific Locations.

**Source Code** and **Source Code Documentation** mean software written in programming languages, such as C++ and Fortran, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, architectural standards, and commentary, explanations and instructions for compiling, describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the software without undue experimentation. Source Code and Source Code Documentation also include all modifications, additions, substitutions, updates, upgrades and corrections made to the foregoing items.

**SRTA** means the State Road and Tollway Authority.

**Staged Design Subittals** shall have the meaning set forth in **Section 23.2.1** in the Technical Provisions.

**State** means the State of Georgia.

**State and Local Government Series (SLGS) Index** means the State and Local Government Series (SLGS) Index published and maintained by the United States Department of the Treasury.

**State Highway** means a highway designated as part of the state highway system under Code 32-4-21.

**Statement of Qualifications or SOQ** has the meaning set forth in Section 1.1 of the ITP.

**Stipulated Fee** means the amount GDOT will pay unsuccessful responsive Proposers for their Work Product.

**Subcontractor** means any other Person, including any Supplier with whom any Contractor has further subcontracted, purchased or procured any part of the Work, at all tiers.

**Submittal** means any document, work product or other written or electronic end product or item required under the DB Documents to be delivered or submitted to GDOT, as applicable.

**Substantial Completion** means satisfaction of the criteria for completion of Construction Work as set forth in Article 7.7 of the Agreement, as and when confirmed by GDOT's issuance of a certificate in accordance with the procedures and within the time frame established in Article 7.7.1 of the Agreement.

**Substantial Completion Date** means the date upon which Design-Build Team has satisfied all conditions of and for Substantial Completion.

**Substantial Completion Deadline** means the deadline and required date for Substantial Completion of the Project as set forth in the Milestone Schedule, as such deadline may be extended for Relief Events from time to time pursuant to the Agreement, time being of the essence.

**Substitute** has the meaning set forth in the Direct Agreement.

**Subsurface Utility Engineering (SUE)** means an engineering process for accurately identifying the quality of subsurface utility information needed for highway plans, and for acquiring and managing that level of information during the development of a highway project, as more particularly described at the FHWA website <http://www.fhwa.dot.gov/programadmin/sueindex.cfm>.

**Supplemental Agreement** means a mutual agreement between GDOT and Design-Build Team for changes in the Work under Article 14 of the Agreement, including on account of any Relief Event Determination and/or Compensation Event Determination as set forth under Article 14.4 of the Agreement.

**Supplier** means any Person not performing work at or on the Site that supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to Design-Build Team or to any Contractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or

equipment or any other similar items or persons to or from the Site shall not be deemed to be performing Work at the Site.

**Surety** means each properly licensed surety company, insurance company or other Person approved by GDOT, which has issued any of the P&P Bonds.

**Taxes** means federal, State, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work, or act, business, status or transaction of Design-Build Team, including any interest, penalty or addition thereto, and including utility rates or rents, in all cases whether disputed or undisputed.

**Technical Documents** means all the standards, criteria, requirements, conditions, procedures, specifications and other provisions set forth in the manuals and documents identified in the DB Documents, as such provisions may (a) have been generally revised from time to time up the RFP advertisement date, or (b) be changed, added to or replaced pursuant to the Agreement.

**Technical Provisions** means Volume 2 and Volume 3; as such documents may (a) have been generally revised from time to time up to ninety (90) days prior to the Proposal Due Date, or (b) be changed, added to or replaced pursuant to the Agreement.

**Technical Proposal** means the technical component of the Proposal evaluation as described ITP.

**Technology Enhancements** means modifications, additions, refinements, substitutions, revisions, replacements and upgrades made to or in place of electronic toll collection and enforcement systems deployed on or for the Project or to any other computer systems or other technology used for the operation of the Project, or to any related documentation, that accomplish incidental, performance, structural, or functional improvements. The term specifically includes modifications, updates, revisions, replacements and upgrades made to or in place of software or any related documentation that correct errors or safety hazards or support new models of computer hardware with which the software is designed to operate. Technology Enhancements also include such new models of computer hardware.

**Term** has the meaning set forth in Article 3.1.1 of the Agreement.

**Termination by Court Ruling** has the meaning set forth in Article 19.11 of the Agreement.

**Termination Compensation** means each of the measure of compensation owing from GDOT to Design-Build Team upon termination of the Agreement prior to the stated expiration of the Term, pursuant to Article 19, and as set forth in Exhibit 20 to the Agreement.

**Termination Date** means (a) the date of expiration of the Term or (b) if applicable, the Early Termination Date.

**Termination for Convenience** has the meaning set forth in Article 19.1.1 of the Agreement.

**Third Party Claims** means, subject to Article 16.5.4 of the Agreement, any and all claims, disputes, disagreements, causes of action, demands, suits, actions, investigations, or legal or administrative proceedings asserted, initiated or brought by a Person that is not an Indemnified Party or Design-Build Team with respect to any Third Party Loss.

**Third Party Loss** means, subject to Article 16.5.4 of the Agreement, any actual or alleged Loss sustained or incurred by a Person that is not an Indemnified Party or Design-Build Team.

**Threatened or Endangered Species** means any species listed by the USFWS as threatened or endangered pursuant to the Endangered Species Act, as amended, 16 U.S.C. §§ 1531, *et seq.*

**Tolling Integration Deadline** means each certain Milestone Schedule Deadline, as set forth in the Milestone Schedule, as may be adjusted by the Project Baseline Schedule, for completion of such portions of the Work as necessary and required to allow the Tolling Integration Contractor to commence and complete the Tolling Integration Work.

**Traffic Management Center** is a center for the management and distribution of information to Users on a regional or statewide basis.

**Transferee** means any party as defined pursuant to Article 21.2.2.1 of the Agreement, solely for purposes of Articles 21.2 through 21.5 of the Agreement.

**Transponder** means the in-vehicle device that permits Users to communicate, identify, and conduct an electronic toll transaction with Design-Build Team's ETCS.

**Transportation Management Plan** means Design-Build Team's plan for transportation management throughout the Term, as more particularly described in Article 9.2.2 the Agreement and Section 18.2.1 of the Technical Provisions.

**Travel Lane** means the portion of roadway for the movement of vehicles, exclusive of shoulders.

**Uniform Act** means the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646, as amended.

**Uninsurable Risk** means a risk, or any component of a risk, against which Design-Build Team or a Contractor is required to insure pursuant to the Agreement and for which, at any time after the Effective Date, either:

(a) the insurance coverage required under the Agreement is not available in relation to that risk from insurers that meet the qualifications set forth in Article 16.1.2.1 of the Agreement; or

(b) the terms and conditions for insuring that risk are such that the risk is not generally being insured against in the insurance market under commercially reasonable terms from insurers that meet the qualifications set forth in Article 16.1.2.1 of the Agreement.

**Utility** or **utility** means any of the following:

(a) a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, and similar commodities, that directly or indirectly serves the public;

(b) a line, facility or system which (i) carries or transmits a commodity referenced in clause (a) above but does not directly or indirectly serve the public, and (ii) is designated in Volume 1 or Volume 2 to be treated, for purposes of the DB Documents only, in the same manner as a line, facility or system that qualifies as a Utility under clause (a) above; and

(c) a radio tower or transmission tower (including cellular) that directly or indirectly serve the public.

Notwithstanding the foregoing, the term “Utility” or “utility” excludes:

(a) all storm water lines, facilities, and systems that are part of the drainage system for the Property or connect to that system; and

(b) GDOT’s or a Governmental Entity’s Highway Service Systems.

The necessary appurtenances to each Utility facility shall be considered part of such Utility. Any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line.

**Utility Accommodation Manual (UAM)** means the Utility Accommodation Manual issued by GDOT, at Ga. Comp. R. & Regs. r. 672-11-.01 through -.04, as the same may be amended, supplemented or replaced by GDOT from time to time.

**Utility Adjustment Field Modification** means any horizontal or vertical design change to a Utility Adjustment required by Design-Build Team or proposed by a Utility Owner due either to roadway design or to conditions not accurately reflected in the corresponding Utility Work Plan for which the review and comment/approval process has been completed, that alters the design included in the approved Utility Work Plan. An example would be shifting the alignment of an 8” water line to miss a roadway drainage structure. A minor change (e.g., an additional water valve, an added Utility marker at ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification, but shall be shown in the Record Drawings.

**Utility Adjustment** means each relocation (temporary or permanent), abandonment, Protection in Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, and/or modification of existing Utilities necessary to accommodate construction, operation, maintenance and/or use of the Project; provided, however, that the term “Utility Adjustment” shall not refer to any of the work associated with facilities owned by any railroad. For any Utility crossing the Property, the Utility Adjustment Work for each crossing of the Property by that Utility shall be considered a separate Utility

Adjustment. For any Utility installed longitudinally within the Property, the Utility Adjustment Work for each continuous segment of that Utility located within the Property shall be considered a separate Utility Adjustment.

**Utility Adjustment Work** means all efforts and costs necessary to accomplish the required Utility Adjustments, including all coordination, design, design review, permitting, construction, inspection, maintenance of records, relinquishment of Existing Utility Property Interests, preparation of Utility Joint Use Acknowledgements, and acquisition of Replacement Utility Property Interests, whether provided by Design-Build Team or by the Utility Owners. The term also includes any reimbursement of Utility Owners which is Design-Build Team's responsibility pursuant to Article 7.5 of the Agreement. Any Utility Adjustment Work furnished or performed by Design-Build Team is part of the Work; any Utility Adjustment Work furnished or performed by a Utility Owner is not part of the Work.

**Utility Agreement** means a MUAA and/or MUAAA, as the context may require.

**Utility Enhancement** means a Betterment or a Utility Owner Project, as referenced in Article 7.5.6 of the Agreement.

**Utility Joint Use Acknowledgment** or **Utility Joint Use Agreement** means an agreement between GDOT and a Utility Owner that establishes the rights and obligations of GDOT and the Utility Owner with respect to occupancy of the Property by such Utility Owner's Utility.

**Utility Manager (UM)** means the senior staff person designated by Design-Build Team to be responsible for coordination and oversight of Utility Adjustment operations during the planning, design, and construction phases of the Work, as more particularly described in Section 6.2.3 of the Technical Provisions.

**Utility Owner** means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

**Utility Owner Project** means the design and construction by or at the direction of a Utility Owner (or by Design-Build Team) of a new Utility other than (a) as part of a Utility Adjustment or (b) to provide service to the Project. Betterments are not Utility Owner Projects. Utility Owner Projects are entirely the financial obligation of the Utility Owner.

**Utility Tracking Report** means the report regarding Utilities likely to be impacted by the Project, which Design-Build Team shall maintain on a current basis, as more particularly described in Section 6.5.1 of the Technical Provisions.

**Utility Work Plan** means the collection of agreements, plans and other information and materials which Design-Build Team is required to submit to GDOT in connection with each Utility Adjustment (or group of Utility Adjustments subject to the same original Master Utility Adjustment Agreement), as more particularly described in Section 6.3.4.5 of the Technical Provisions. Depending on the context, the term also refers to Supplemental Utility Work Plans and Utility Work Plan Retention Requests (both also described in Section 6.3.4.5 of the Technical Provisions).



**Utility Work Plan Checklist** means a checklist listing the required components of a Utility Work Plan, as referenced in Section 6.3.4.5 of the Technical Provisions.

**Utility Work Plan Retention Request** means the collection of plans and other information and materials which Design-Build Team is required to submit to GDOT in connection with each Utility proposed to remain at its original location within the Existing Right of Way or Property, as more particularly described in Section 6.3.4.5 of the Technical Provisions; a single Utility Work Plan Retention Request may address more than one such Utility.

**Volume 1** means the DB Agreement.

**Volume 2** means the project-specific technical provisions entitled “Technical Provisions for DB Agreement - Volume 2”.

**Volume 3** means GDOT’s technical provisions entitled “Programmatic Technical Provisions for DB Agreement - Volume 3”.

**Warning Notice** means a written notice that GDOT delivers to Design-Build Team pursuant to Article 17.2 of the Agreement.

**Work** means all of the work required to be furnished and provided by Design-Build Team under the DB Documents for the Project, including without limitation, all administrative, design, engineering, construction, Utility Adjustment, utility accommodation, support services, ECTS and software integration, and coordination, except for those efforts which such DB Documents expressly specify will be performed by Persons other than Design-Build Team-Related Entities, all as required and as may reasonably be inferred for full and proper completion of the Project in accordance with this Agreement and the DB Documents.

**Work Breakdown Structure** means a deliverable-oriented hierarchical structure that breaks the Work into elements that have distinct identification and that contain specific scope characteristics. Each descending WBS level represents an increasingly detailed delineation of elements of the total Project scope. The WBS will contain elements of Design Work and Construction Work. There shall be clearly identifiable linkage between the WBS, the elements of the Work, and Project Schedule. The WBS numbering convention shall be compatible with Project Baseline Schedule coding and may be compatible with document control coding.

**Work Product** means any design files, concepts, ideas, technology, techniques, methods, processes, drawings, reports, plans and specifications used in the development of the bid and technical proposal including any ATCs being acquired by the GDOT.

**EXHIBIT 2**

**DESIGN-BUILD TEAM'S SCHEMATIC PLAN OF PROJECT AND PROPOSAL  
COMMITMENTS**

**Schematic Plan of Project**

[To be provided with execution version]

**Proposal Commitments (including DBE Participation commitments)**

[To be provided with execution version]

**Identified Key Personnel**

[Insert Form G with execution version]

**EXHIBIT 3**

**RESERVED**

**EXHIBIT 4**

**RIGHT OF WAY**  
**(Existing Right of Way and Required Right of Way)**

The form and content of this Exhibit 4 is set forth on the Sharepoint site.

**EXHIBIT 5**

**RESERVED**

**EXHIBIT 6**

**RESERVED**

**EXHIBIT 7**

**RESERVED**

**EXHIBIT 8**

**FEDERAL REQUIREMENTS**

<b><u>Exhibit Description</u></b>	<b><u>No. of Pages</u></b>
Attachment 1 – Federal Requirements for Federal Aid Construction Facilities	2
Attachment 2 – Required Contract Provisions, Federal-Aid Construction Contracts - FHWA Form 1273	12
Attachment 3 – GDOT Special Provision - Modifications to FHWA Form 1273	1
Attachment 4 – Federal Prevailing Wage Rate	25
Attachment 5 – Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 FR 14895)	4
Attachment 6 – Disadvantaged Business Enterprise Program - Criteria for Acceptability	9
Attachment 7 – Debarment and Suspension Certification	1
Attachment 8 – Certification Regarding Use of Contract Funds For Lobbying	2
Attachment 9 – Reserved	XX
Attachment 10 – Compliance with Buy America Requirements	2



**ATTACHMENT 1 TO EXHIBIT 8**

**FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION FACILITIES**

GENERAL. — The work herein proposed will be financed in whole or in part with federal funds, and therefore all of the statutes, rules and regulations promulgated by the federal government and applicable to work financed in whole or in part with federal funds will apply to such work. The “Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA-1273,” are included in this Exhibit 8. Whenever in said required contract provisions references are made to:

(a) “SHA contracting officer,” “SHA resident engineer,” or “authorized representative of the SHA,” such references shall be construed to mean GDOT or its Authorized Representative;

(b) “contractor,” “prime contractor,” “bidder” or “prospective primary participant,” such references shall be construed to mean Design-Build Team or its authorized representative and/or the Design-Build Contractor or its authorized representative, as may be appropriate under the circumstances;

(c) “contract” or “prime contract,” such references shall be construed to mean the Design-Build Agreement;

(d) “subcontractor,” “supplier,” “vendor,” “prospective lower tier participant” or “lower tier subcontractor,” such references shall be construed to mean, as appropriate, Contractors other than the Design-Build Contractor; and

(e) “department,” “agency” or “department or agency entering into this transaction,” such references shall be construed to mean GDOT, except where a different department or agency is specified.

PERFORMANCE OF PREVIOUS CONTRACT. — In addition to the provisions in Section II, “NONDISCRIMINATION,” and Section VI, “SUBLETTING OR ASSIGNING THE CONTRACT,” of the Form FHWA-1273 required contract provisions, Design-Build Team shall cause the contractor to comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or

indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by 23 U.S.C. § 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C. § 1746, is included in the Proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING. — Part 26, Title 49, Code of Federal Regulations applies to this Project. Pertinent sections of said Code are incorporated within other articles of the Agreement and any other Contract and the GDOT Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26.

#### CONVICT PRODUCED MATERIALS

a. FHWA Federal-aid projects are subject to 23 C.F.R. § 635.417, Convict produced materials.

b. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

#### ACCESS TO RECORDS

a. As required by 49 C.F.R. 18.36(i)(10), Design-Build Team and its Contractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of Design-Build Team and Contractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 C.F.R. 18.36(i)(11), Design-Build Team and its Contractors shall retain all such books, documents, papers, and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. Design-Build Team agrees to include this section in each Contract at each tier, without modification except as appropriate to identify the Contractor who will be subject to its provisions.

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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



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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

**ATTACHMENT 3 TO EXHIBIT 8**

**GDOT Special Provision  
Modifications to FHWA Form 1273**

1. Subsections IV.3(a); Delete the wording referencing “social security number” in the second sentence and substitute “and the last four digits of the social security number”.

**ATTACHMENT 4 TO EXHIBIT 8**  
**FEDERAL PREVAILING WAGE RATE**

**(Subject to change)**

General Decision Number: GA150001 01/02/2015 GA1

Superseded General Decision Number: GA20140001

State: Georgia

Construction Type: Highway

Counties: Bartow, Catoosa, Chattooga, Dade, Fannin, Floyd, Gilmer, Gordon, Haralson, Murray, Paulding, Pickens, Polk, Walker and Whitfield Counties in Georgia.

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-001 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.45	
CEMENT MASON/CONCRETE FINISHER	\$ 11.15	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 10.20	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 10.00	
POWER EQUIPMENT		



OPERATOR:

ASPHALT DISTRIBUTOR	\$	14.10
ASPHALT PAVER/SPREADER	\$	12.00
BACKHOE/EXCAVATOR	\$	10.80
BULLDOZER	\$	11.60
COMPACTOR	\$	10.00
CRANE/Dragline	\$	17.50
CRUSHER	\$	14.00
FRONT END LOADER	\$	10.70
MECHANIC	\$	14.50
MILLING MACHINE	\$	11.50
MOTORGRADER FINE GRADE	\$	14.55
ROLLER	\$	10.00
WATER TRUCK	\$	11.25

TRUCK  
DRIVER:

26,000 GVW & UNDER	\$	10.79
26,001 GVW & OVER	\$	11.00

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

General Decision Number: GA150002 01/02/2015 GA2

Superseded General Decision Number: GA20140002

State: Georgia

Construction Type: Highway

Counties: Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-002 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.45	
CEMENT MASON/CONCRETE FINISHER	\$ 11.30	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 10.20	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 10.00	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 14.10	
ASPHALT PAVER/SPREADER	\$ 12.00	
BACKHOE/EXCAVATOR	\$ 10.80	
BULLDOZER	\$ 11.60	
COMPACTOR	\$ 10.00	

	CRANE/Dragline	\$	17.50
	CRUSHER	\$	14.00
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	13.98
	MILLING MACHINE	\$	11.50
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	14.00
	ROLLER	\$	10.00
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	10.79
	26,001 GVW & OVER	\$	16.25

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

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General Decision Number: GA150003 01/02/2015 GA3

Superseded General Decision Number: GA20140003

State: Georgia

Construction Type: Highway

Counties: Cherokee, Clayton, Cobb, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-003 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.16	
CEMENT MASON/CONCRETE FINISHER	\$ 10.99	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
FORM SETTER	\$ 10.35	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 10.20	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 10.00	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 14.10	
ASPHALT PAVER/SPREADER	\$ 12.28	
BACKHOE/EXCAVATOR	\$ 10.80	
BULLDOZER	\$ 11.60	

	COMPACTOR	\$	10.00
	CONCRETE CURB MACHINE	\$	16.45
	CRANE/Dragline	\$	17.50
	CRUSHER	\$	14.00
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	14.47
	MILLING MACHINE	\$	12.37
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	14.39
	ROLLER	\$	10.00
	SCRAPER-PAN	\$	10.00
	SWEEPER TRUCK	\$	14.21
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	10.76
	26,001 GVW & OVER	\$	14.91

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

General Decision Number: GA150004 01/02/2015 GA4

Superseded General Decision Number: GA20140004

State: Georgia

Construction Type: Highway

Counties: Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-004 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.45	
CEMENT MASON/CONCRETE FINISHER	\$ 11.22	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 10.20	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 9.77	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 14.10	
ASPHALT PAVER/SPREADER	\$ 12.00	
BACKHOE/EXCAVATOR	\$ 10.80	
BULLDOZER	\$ 11.60	
COMPACTOR	\$ 10.00	

	CRANE/Dragline	\$	17.50
	CRUSHER	\$	14.00
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	14.50
	MILLING MACHINE	\$	11.50
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	14.00
	ROLLER	\$	10.00
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	10.76
	26,001 GVW & OVER	\$	12.90

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

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General Decision Number: GA150005 01/02/2015 GA5

Superseded General Decision Number: GA20140005

State: Georgia

Construction Type: Highway

Counties: Baldwin, Bibb, Crawford, Houston, Jones, Monroe, Peach, Pulaski, Putnam, Twiggs, and Wilkinson Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-005 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.45	
CEMENT MASON/CONCRETE FINISHER	\$ 11.33	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 10.20	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 9.57	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 14.10	
ASPHALT PAVER/SPREADER	\$ 12.00	
BACKHOE/EXCAVATOR	\$ 10.80	
BULLDOZER	\$ 11.60	
COMPACTOR	\$ 10.00	
CRANE/Dragline	\$ 17.50	



	CRUSHER	\$	14.00
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	14.50
	MILLING MACHINE	\$	11.50
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	14.00
	ROLLER	\$	10.00
	WATER TRUCK	\$	11.25
TRUCK			
DRIVER:			
	26,000 GVW & UNDER	\$	10.76
	26,001 GVW & OVER	\$	11.88

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

General Decision Number: GA150006 01/02/2015 GA6

Superseded General Decision Number: GA20140006

State: Georgia

Construction Type: Highway

Counties: Barrow, Clarke, Elbert, Greene, Jackson, Jasper, Madison, Morgan, Newton, Oconee, Oglethorpe and Walton Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-006 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.45	
CEMENT MASON/CONCRETE FINISHER	\$ 11.36	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
FORM SETTER	\$ 10.35	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 10.20	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 9.83	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 14.10	
ASPHALT PAVER/SPREADER	\$ 12.21	
BACKHOE/EXCAVATOR	\$ 10.80	
BROOM	\$ 11.80	

	BULLDOZER	\$	11.60
	COMPACTOR	\$	10.00
	CRANE/Dragline	\$	17.50
	CRUSHER	\$	14.00
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	14.50
	MILLING MACHINE	\$	11.50
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	14.00
	ROLLER	\$	10.00
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	10.76
	26,001 GVW & OVER	\$	13.66

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

General Decision Number: GA150007 01/02/2015 GA7

Superseded General Decision Number: GA20140007

State: Georgia

Construction Type: Highway

Counties: Burke, Columbia, Glascock, Hancock, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Washington and Wilkes Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-007 03/07/2011

		Rates	Fringes
LABORER:	CARPENTER	\$ 11.45	
	CEMENT MASON/CONCRETE FINISHER	\$ 11.36	
	ASPHALT RAKER	\$ 11.00	
	ASPHALT SCREED PERSON	\$ 10.50	
	COMMON OR GENERAL	\$ 8.93	
	FORM SETTER	\$ 10.35	
	GUARDRAIL ERECTOR	\$ 13.50	
	MILLING MACHINE GROUND PERSON	\$ 10.00	
	PIPE LAYER	\$ 10.20	
POWER EQUIPMENT OPERATOR:			
	ASPHALT DISTRIBUTOR	\$ 14.10	
	ASPHALT PAVER/SPREADER	\$ 12.00	
	BACKHOE/EXCAVATOR	\$ 10.80	
	BULLDOZER	\$ 11.60	
	COMPACTOR	\$ 10.00	

	CRANE/Dragline	\$	17.50
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	12.75
	MILLING MACHINE	\$	11.50
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	16.00
	ROLLER	\$	10.00
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	10.79
	26,001 GVW & OVER	\$	12.75

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

General Decision Number: GA150008 01/02/2015 GA8

Superseded General Decision Number: GA20140008

State: Georgia

Construction Type: Highway

Counties: Chattahoochee, Clay, Crisp, Dooly, Harris, Macon, Marion, Muscogee, Quitman, Randolph, Schley, Stewart, Sumter, Talbot, Taylor and Webster Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-008 03/07/2011

	Rates	Fringes
LABORER:		
CARPENTER	\$ 11.45	
CEMENT MASON/CONCRETE FINISHER	\$ 11.34	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.04	
FORM SETTER	\$ 10.35	
GRADE CHECKER	\$ 9.50	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
PIPE LAYER	\$ 9.97	
SIGN INSTALLER/ERECTOR	\$ 11.00	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 9.11	
POWER EQUIPMENT OPERATOR:		
ARTICULATING TRUCK/YUKE	\$ 11.10	
ASPHALT DISTRIBUTOR	\$ 14.10	

	ASPHALT PAVER/SPREADER	\$	12.00
	BACKHOE/EXCAVATOR	\$	10.80
	BROOM	\$	10.73
	BULLDOZER	\$	11.60
	COMPACTOR	\$	9.54
	CONCRETE CURB MACHINE	\$	13.97
	FRONT END LOADER	\$	10.70
	MATERIAL TRANSFER VEHICLE (SHUTTLE BUGGY)	\$	11.30
	MECHANIC	\$	10.43
	MILLING MACHINE	\$	11.80
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	9.50
	ROLLER	\$	10.00
	SCRAPER-PAN	\$	13.48
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	10.76
	26,001 GVW & OVER	\$	10.83

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

General Decision Number: GA150009 01/02/2015 GA9

Superseded General Decision Number: GA20140009

State: Georgia

Construction Type: Highway

Counties: Appling, Bleckley, Candler, Dodge, Emanuel, Evans, Jeff Davis, Johnson, Laurens, Montgomery, Tattnall, Telfair, Toombs, Treutlen, Wayne, Wheeler and Wilcox Counties in Georgia.

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-009 03/07/2011

	Rates	Fringes
LABORER:		
CEMENT MASON/CONCRETE FINISHER	\$ 11.50	
ASPHALT RAKER	\$ 11.00	
ASPHALT SCREED PERSON	\$ 10.50	
COMMON OR GENERAL	\$ 9.00	
FORM SETTER	\$ 10.35	
GUARDRAIL ERECTOR	\$ 13.50	
MILLING MACHINE GROUND PERSON	\$ 10.00	
TRAFFIC CONTROL BARRICADE FLAGGER	\$ 9.50	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 14.10	
ASPHALT PAVER/SPREADER	\$ 12.00	
BACKHOE/EXCAVATOR	\$ 10.80	
BULLDOZER	\$ 11.60	
COMPACTOR	\$ 10.00	



	CRANE/Dragline	\$	17.50
	FRONT END LOADER	\$	10.70
	MECHANIC	\$	15.86
	MILLING MACHINE	\$	12.26
	MOTORGRADER FINE GRADE	\$	14.55
	MOTORGRADER/BLADE	\$	14.00
	ROLLER	\$	10.00
	WATER TRUCK	\$	11.25
TRUCK			
DRIVER:			
	26,000 GVW & UNDER	\$	10.79
	26,001 GVW & OVER	\$	11.37

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

General Decision Number: GA150010 01/02/2015 GA10

Superseded General Decision Number: GA20140010

State: Georgia

Construction Type: Highway

Counties: Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, Long, McIntosh, and Screven Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-010 03/07/2011

	Rates	Fringes
CARPENTER:		
FORM BUILDER ONLY (WOOD)	\$ 9.21	
CEMENT MASON/CONCRETE FINISHER	\$ 10.98	
LABORER:		
ASPHALT RAKER	\$ 9.55	
COMMON OR GENERAL	\$ 9.21	
GUARDRAIL ERECTOR	\$ 13.50	
PIPE LAYER	\$ 9.36	
POWER EQUIPMENT OPERATOR:		
ASPHALT DISTRIBUTOR	\$ 15.09	
ASPHALT PAVER/SPREADER	\$ 11.29	
BACKHOE/EXCAVATOR	\$ 13.14	
BULLDOZER	\$ 12.69	
COMPACTOR	\$ 11.00	
CRANE/Dragline	\$ 15.00	
FRONT END LOADER	\$ 10.00	

	MECHANIC	\$	12.57
	MOTORGRADER FINE GRADE	\$	14.12
	ROLLER	\$	9.39
	WATER TRUCK	\$	11.17
TRUCK DRIVER:			
	26,000 GVW & UNDER	\$	9.60
	26,001 GVW & OVER	\$	13.72

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

General Decision Number: GA150011 01/02/2015 GA11

Superseded General Decision Number: GA20140011

State: Georgia

Construction Type: Highway

Counties: Baker, Calhoun, Colquitt, Decatur, Dougherty, Early, Grady, Lee, Miller, Mitchell, Seminole, Terrell, Thomas and Worth Counties in Georgia.

### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-011 03/07/2011

		Rates	Fringes
LABORER:	CEMENT MASON/CONCRETE FINISHER	\$ 10.98	
	ASPHALT RAKER	\$ 12.83	
	ASPHALT SCREED PERSON	\$ 9.00	
	COMMON OR GENERAL	\$ 8.72	
	GRADE CHECKER	\$ 8.72	
	GUARDRAIL ERECTOR	\$ 13.50	
	PIPE LAYER	\$ 8.72	
	SIGN INSTALLER/ERECTOR	\$ 11.00	
POWER EQUIPMENT OPERATOR:	ASPHALT DISTRIBUTOR	\$ 14.55	
	ASPHALT PAVER/SPREADER	\$ 12.40	
	BACKHOE/EXCAVATOR	\$ 10.50	
	BROOM	\$ 10.68	
	BULLDOZER	\$ 9.50	

	FRONT END LOADER	\$	10.00
	MECHANIC	\$	8.96
	MILLING MACHINE	\$	12.50
	MOTORGRADER FINE GRADE	\$	18.75
	MOTORGRADER/BLADE	\$	9.50
	ROLLER	\$	10.20
	SCRAPER-PAN	\$	9.30
	WATER TRUCK	\$	11.25
TRUCK DRIVER:			
	26,001 GVW & OVER	\$	10.46

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

General Decision Number: GA150012 01/02/2015 GA12

Superseded General Decision Number: GA20140012

State: Georgia

Construction Type: Highway

Counties: Atkinson, Bacon, Ben Hill, Berrien, Brantley, Brooks, Charlton, Clinch, Coffee, Cook, Echols, Irwin, Lanier, Lowndes, Pierce, Tift, Turner and Ware Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	1/02/2015

SUGA2011-012 03/07/2011

		Rates	Fringes
LABORER:	CEMENT MASON/CONCRETE FINISHER	\$ 10.98	
	ASPHALT SCREED PERSON	\$ 9.00	
	COMMON OR GENERAL	\$ 8.52	
	GRADE CHECKER	\$ 9.90	
	GUARDRAIL ERECTOR	\$ 13.50	
	PIPE LAYER	\$ 8.52	
	SIGN INSTALLER/ERECTOR	\$ 11.00	
	TRAFFIC CONTROL BARRICADE FLASHER	\$ 9.35	
POWER EQUIPMENT OPERATOR:	ASPHALT DISTRIBUTOR	\$ 13.00	
	ASPHALT PAVER/SPREADER	\$ 11.75	
	BACKHOE/EXCAVATOR	\$ 10.50	
	BROOM	\$ 10.68	
	BULLDOZER	\$ 9.50	

	FRONT END LOADER	\$	10.00
	MECHANIC	\$	9.26
	MILLING MACHINE	\$	12.50
	MOTORGRADER FINE GRADE	\$	17.95
	MOTORGRADER/BLADE	\$	9.50
	ROLLER	\$	9.90
	SCRAPER-PAN	\$	9.30
	WATER TRUCK	\$	11.25
TRUCK DRIVER:	26,001 GVW & OVER	\$	10.35

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

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

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

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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



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

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

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

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

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

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

END OF GENERAL DECISION

**ATTACHMENT 5 TO EXHIBIT 8**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:

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

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

c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. “Minority” includes:

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

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

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

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

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

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

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

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

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive

Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

**ATTACHMENT 6 TO EXHIBIT 8**

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM  
CRITERIA FOR ACCEPTABILITY**

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

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Register, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

**DBE DIRECTORY:** The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department will make the directory available to bidders and proposers in

their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

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

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a

mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

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

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

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

(4) (a) Negotiating in good faith with interested DBEs. Contractor(s) are responsible to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

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

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



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

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

(B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, All bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- (1) The names and addresses of DBE firms committed to participate in the Contract;
- (2) A description of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- (5) Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- (6) If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

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

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

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

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

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

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

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

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

(i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;

(ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the

Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.

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

## REPORTS

A: The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

1. The name of each DBE participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
4. The dollar value of each DBE subcontract or supply agreement.

5. The actual payment to date of each DBE participating in the contract.

6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.

7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.

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

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

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

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

**ATTACHMENT 7 TO EXHIBIT 8**

**DEBARMENT AND SUSPENSION CERTIFICATION**

1. By signing and submitting its proposal or bid, and by executing the DB Agreement or and Contract, each prospective Design-Build Team member (at all tiers) shall be deemed to have signed and delivered the following certification:

The undersigned certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a 3-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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective Design-Build Team member is unable to certify to any of the statements in this certification, such Person shall attach a certification to its proposal or bid, or shall submit it with the executed DB Agreement or Contract, stating that it is unable to provide the certification and explaining the reasons for such inability.



**ATTACHMENT 8 TO EXHIBIT 8**

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

By signing and submitting its proposal or bid, and by executing the DB Agreement or any Contract, each prospective Design-Build Team and Contractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The prospective Design-Build Team/Contract certifies, to the best of its 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, and shall include a copy of said form in its proposal or bid, or submit it with the executed DB Agreement or Contract.

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. Design-Build Team/Contractor shall require that the language of this certification be included in all lower tier Contracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

**NOTE: DESIGN-BUILD TEAM AND EACH CONTRACTOR IS REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN CONTRACTS OVER \$100,000**

AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH CONTRACTOR BEING PAID \$100,000 OR MORE.

**ATTACHMENT 9 TO EXHIBIT 8**

Reserved.

**ATTACHMENT 10 TO EXHIBIT 8**

**COMPLIANCE WITH BUY AMERICA REQUIREMENTS**

Design-Build Team shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in this Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the contract price under the DB Agreement.

Concurrently with execution of the Agreement, Design-Build Team has completed and submitted, or shall complete and submit, to GDOT a Buy America Certificate, in the format below. After submittal, Design-Build Team is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should this Agreement be investigated, Design-Build Team has the burden of proof to establish that it is in compliance.

At Design-Build Team's request, GDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Design-Build Team certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by GDOT. A request for a waiver shall be treated as a Change Request under Article 14.2 of the Agreement.

**BUY AMERICA CERTIFICATE**

Insert completed Form J in Executed version

**EXHIBIT 9**

**MILESTONE SCHEDULE**

Milestone	Deadline
1. Turnover of Hub Buildings, Fiber backbone communications network, and WAN site	200 days prior to Substantial Completion
2. Turnover of first 4 toll sites	186 days prior to Substantial Completion
3. Turnover of second 4 toll sites	172 days prior to Substantial Completion
4. Turnover of third 4 toll sites	158 days prior to Substantial Completion
5. Turnover of fourth 4 toll sites	144 days prior to Substantial Completion
6. Turnover of fifth 4 toll sites	130 days prior to Substantial Completion
7. Turnover of remaining toll sites	116 days prior to Substantial Completion
8. Turnover of Toll Rate CMS (5)	90 days prior to Substantial Completion
9. Turnover of Toll Related ITS Sites: Toll CCTV, Toll Rate CCTV, and GP Scan Sites	75 days prior to Substantial Completion
10. Physical integration with SRTA's existing I-85 network	70 days prior to Substantial Completion
11. Turnover of remaining Toll Rate CMS	60 days prior to Substantial Completion
12. SRTA Network – All splicing complete	60 days prior to Substantial Completion
13. Substantial Completion Deadline	1031 days after the date GDOT issues NTP1
14. End to End Testing	First 21 days after Substantial Completion
15. Maintenance Acceptance Deadline	180 days after Substantial Completion

**EXHIBIT 10**

Reserved

**EXHIBIT 11**

**HAZARDOUS MATERIALS RISK ALLOCATION TERMS**

1. Design-Build Team shall be solely responsible for Hazardous Materials Management, including all required remediation and disposal of Hazardous Materials that constitute Design-Build Team Releases of Hazardous Materials or which are otherwise with respect to any Additional Properties or Project Specific Locations, Design-Build Team shall be responsible for all Hazardous Materials Management for Design-Build Team Release(s) of Hazardous Materials or with respect to Additional Properties, even if the required Hazardous Materials Management extends beyond the end of the Term or Final Acceptance of the Work.

2. Other than a Design-Build Team Releases of Hazardous Materials or with respect to any Additional Properties or Project Specific Locations, GDOT shall, at its own expense shall manage, treat, handle, store, remediate, remove, transport (where applicable), investigate, oversee and dispose of such Hazardous Materials in accordance with applicable Law and Governmental Approvals or otherwise enter into a Supplement Agreement with the Design-Build Team, or order such Work pursuant to Directive Letter (provided that GDOT may not require any long term monitoring of Hazardous Materials under any such Directive Letter), with respect to same.

3. Notwithstanding the aforementioned or anything to the contrary in the Agreement, none of the following costs and expenses shall be chargeable to or reimbursed by GDOT:

(a) Costs and expenses to the extent attributable to Design-Build Team Releases of Hazardous Materials;

(b) Delay and disruption costs and expenses, except to the extent expressly set forth under the Agreement;

(c) Costs and expenses that could be avoided by the exercise of commercially reasonable efforts to mitigate and reduce cost; and

(d) Attorney's fees or other expenses incurred by Design-Build Team in demonstrating or determining the proportionate responsibility between the parties as to Design-Build Team Releases of Hazardous Materials, GDOT Releases of Hazardous Materials, Pre-existing Hazardous Materials, and/or Hazardous Materials due to any third party.

4. Nothing contained herein shall be interpreted to limit Design-Build Team's obligations with respect to Articles 7.8 or 7.9 of the Agreement.

**EXHIBIT 12**

**RESERVED**



**EXHIBIT 13**

**RESERVED**

**EXHIBIT 14**

**DESIGN-BUILD TEAM'S DBE COMMITMENTS LIST**

[To be provided with execution version]

**EXHIBIT 15**

**RESERVED.**

**EXHIBIT 16**

**RESERVED**

**EXHIBIT 17**

**RESERVED**

## EXHIBIT 18

### MEASURES OF LIQUIDATED DAMAGES and NONREFUNDABLE DEDUCTIONS

#### **1.1 For Late Substantial Completion and Late Final Acceptance**

(a) Liquidated damages for late Substantial Completion for the Project shall equal \$12,000 per day for each day that the Substantial Completion Date is later than the Substantial Completion Deadline, as the Substantial Completion Deadline may be extended pursuant to this Agreement.

(b) Liquidated damages for late Maintenance Acceptance shall equal \$2000 per day for each day that the date of Maintenance Acceptance is later than the Maintenance Acceptance Deadline, as the Maintenance Acceptance Deadline may be extended pursuant to this Agreement.

(c) Liquidated damages on account of any failure to achieve Maintenance Acceptance by the Maintenance Acceptance Deadline shall not be in cumulative and addition to liquidated damages under subpart (a) above where Substantial Completion is not achieved by the Substantial Completion Deadline, provided that where any such liquidated damages under subpart (a) cease to then accrue as a result of achieving Substantial Completion, and the Maintenance Acceptance Deadline, as may thereafter be revised is not met, subpart (b) shall then apply.

(d) Liquidated damages for failure to meet the Milestone Schedule dates as defined in Exhibit 9, shall be as set forth below, as any such dates may be extended pursuant to this Agreement:

(i) \$10,000 per day for each day that the Communication Hubs, Fiber Network, and WAN Site are not turned over pursuant to Milestone Deadline (1) on Exhibit 9 hereto.

(ii) \$5,000 per day, per each Milestone, that is not turned over pursuant to any Milestone Deadline (2) through (6).

(iii) \$3,500 per day, per Toll related ITS site location, that is not turned over pursuant to any Milestone Deadline (7) through (12).

(iv) \$5,000 per day, if DB Team does not modify the traffic control as required by SRTA in accordance with Volume 2 – Section 18.4.1.

(e) Liquidated damages for failure to remove traffic control devices and un-bag signage as required to achieve Open to Tolling shall equal \$12,000 per day for each day Open to Tolling is later than the Open to Tolling date as established by SRTA.

#### **1.2 Incident Based Liquidated Damages**

Liquidated damages upon the occurrence of the following, which shall not be cumulative, for any single occurrence. Where there are multiple incidents as set forth below contributing to

a single occurrence, the highest applicable incident based liquidated damages relative to such occurrence shall apply.

- 1 Failure to reopen lanes specified in Volume 2 Section 18 **\$5,000 per hour\***

\*In addition to liquidated damages, Design-Build Team shall be liable for any fines assessed against GDOT as a result of any noncompliance event as provided herein.

### 1.3 Incident Based Nonrefundable Deductions

Nonrefundable deductions upon the occurrence of the following, which shall not be cumulative, for any single occurrence. Where there are multiple incidents as set forth below contributing to a single occurrence, the highest applicable incident based liquidated damages relative to such occurrence shall apply.

- 1 Damage caused to an existing GDOT ITS device: **\$ 1,000 per device per occurrence\***
- 2 Damage caused to an existing GDOT ITS trunk line: **\$ 10,000 per trunk per occurrence\***
- 3 Damage caused or loss of use to an existing SRTA Toll Collection device: **\$ 1,000 per device per occurrence\***
- 4 Damage caused or loss of use to an existing SRTA Toll Rate device: **\$ 4,000 per device per occurrence\***
- 5 Damage caused or loss of use to an existing SRTA ITS device (excluding Toll Collection and Toll Rate devices): **\$ 1,000 per device per occurrence\***

\*In addition to nonrefundable deductions, Design-Build Team shall be liable for all costs of repairs of ITS equipment. ITS repairs will be done in accordance with Volume 3, Section 17.4.1.4.

**EXHIBIT 19**

**Georgia Security and Immigration Compliance Act Affidavit**

**Insert completed Form R in executed version**



**EXHIBIT 20**

**TERMS FOR TERMINATION COMPENSATION**

**A. Compensation on Termination for Convenience, for GDOT Default, or for GDOT Suspension of Work**

1. In the event of termination of the Agreement under Article 19.1 (Termination for Convenience) or Article 19.4 (Termination for GDOT Default or Suspension of Work), the Termination Compensation shall equal:

(i) That portion of the DB Contract Sum on account of (a) Work performed;  
plus

(ii) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Design-Build Team and third parties or Affiliates for performance of Work, excluding Design-Build Team's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(iii) If termination occurs prior to Substantial Completion, Design-Build Team's own reasonable and documented out-of-pocket costs to demobilize (without duplication) and carry out termination obligations as may directed by GDOT or required pursuant to the Agreement; plus

(iv) Any reimbursement due to Design-Build Team pursuant to Article 17.3.6.2(b); plus

(v) Breakage Costs; minus

(vi) The amount of all distributions and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Article 10.5.3 of the Agreement, between the date notice of conditional election to terminate is delivered and the Early Termination Date, but without double counting of the amounts under any clauses above; minus

(vii) The sum of (i) the greater of (A) the proceeds received from insurance (including casualty insurance and business interruption insurance) that is required to be carried pursuant to Article 16.1 of the Agreement and provides coverage to pay, reimburse or provide for any of the costs and losses attributable to any Force Majeure Event, and (B) the proceeds received from insurance that is actually carried by or insuring Design-Build Team under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to Article 16.1 of the Agreement, and that provides coverage to pay, reimburse or provide for any of the costs and losses attributable to any Force Majeure Event, plus (ii) the foregoing costs and losses that Design-Build Team is deemed to have self-insured pursuant to Article 16.1.4.3 of the Agreement; minus

(viii) The portion of any Compensation Amounts previously paid to (or charged against) Design-Build Team that compensated Design-Build Team for Work attributable to the period after the Early Termination Date.

2. In the event of termination of the Agreement under Article 19.1 (Termination for Convenience) or Article 19.4 (Termination for GDOT Default or Suspension of Work), any such Termination Compensation shall be payable by GDOT as follows:

(i) For Termination for Convenience

(a) Termination for Convenience shall be valid and effective on the date set forth in the Notice of Termination for Convenience, which date shall not be more than three (3) months after the date the notice is delivered.

(b) GDOT shall deliver to Design-Build Team, in immediately available funds, within sixty (60) days after the Early Termination Date, the Termination Compensation due, less a holdback amount equal to GDOT's reasonable estimate of the costs Design-Build Team will thereafter incur to perform and complete its post-termination obligations under Article 19.5 of the Agreement, subject to Sections (ii)(b) -(d) below.

(ii) For Termination for GDOT Default or Suspension of Work

(a) If the Agreement is terminated due to Design-Build Team's exercise of its right to terminate under Article 19.4 of the Agreement, termination shall be valid and effective on the date notice of termination is delivered; and, subject to Articles 19.3.2 and 19.4.4, GDOT shall deliver to Design-Build Team, in immediately available funds, within sixty (60) days after the Early Termination Date, the Termination Compensation due, less a holdback amount equal to GDOT's reasonable estimate of the costs Design-Build Team will thereafter incur to perform and complete its post-termination obligations under Article 19.5 of the Agreement.

(b) GDOT shall pay the holdback amount to Design-Build Team within ten (10) days after Design-Build Team completes all its post-termination obligations under Article 19.5 of the Agreement.

(c) If as of the date GDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) GDOT shall proceed with such payment to Design-Build Team;

(ii) Within thirty (30) days after receiving such payment Design-Build Team shall deliver to GDOT written notice of the additional amount of Termination Compensation that Design-Build Team in good faith determines is still owing (the "disputed portion");

(iii) GDOT shall pay the disputed portion of the Termination Compensation to Design-Build Team in immediately available funds within thirty (30) days after the disputed portion is determined by settlement, final order or final judgment, and also shall pay interest thereon, at the Default Interest Rate from the Early Termination Date until paid; and

(iv) A failure by GDOT to effect payment by such date shall not entitle Design-Build Team to reinstatement of the Design-Build Team's Interest or to rescission of the termination.

(d) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Article 19.10 of the Agreement shall apply and Design-Build Team shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account and Security Instruments.

(e) If it is determined by settlement or final judgment that the Termination Compensation due from GDOT is less than the payment previously made by GDOT, then within thirty (30) days after the date of settlement or final judgment Design-Build Team shall reimburse the excess payment, together with interest thereon at the Default Interest Rate from the date of overpayment until the date of reimbursement.

(f) Any amounts to be paid by GDOT pursuant hereto shall be subject to Default Interest Rate from the date that such payment shall be due until paid.

**B. Compensation on Termination for Design-Build Team Default**

1. Design-Build Team shall not be entitled to receive any compensation where the Agreement is terminated by GDOT pursuant to Article 19.3 as a result a Design-Build Team Default if it has been determined by GDOT that the damages incurred by GDOT and costs to complete the Work as a result of the Design-Build Team Default exceed the unpaid balance of the DB Contract Sum. In no event shall Design-Build Team be entitled to Breakage Fees or any direct costs, including demobilization, associated with a termination by GDOT pursuant to Article 19.3.

**C. Claims**

1. Notwithstanding anything to the contrary herein, Termination Compensation shall include and be adjusted on account of any outstanding Claim that is independent of the event of termination and which is not otherwise resolved as of the effective date of such termination. The Parties shall adjust the Termination Compensation by the amount of the unpaid award, if any, on the Claim.

2. At GDOT's sole election, it may hold back from payment of the Termination Compensation for deposit into the GDOT Claims Account the amount of any Claim of GDOT against Design-Build Team not resolved prior to payment. GDOT shall provide written notice to Design-Build Team of any such election, the subject Claim and the amount deposited or to be deposited, prior to or concurrently with tendering payment of the Termination Compensation.

3. If as of the date GDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) GDOT shall proceed with such payment to Design-Build Team;

(ii) Within thirty (30) days after receiving such payment Design-Build Team shall deliver to GDOT written notice of the additional amount of Termination Compensation that Design-Build Team in good faith determines is still owing (the “disputed portion”);

(iii) GDOT shall pay the disputed portion of the Termination Compensation to Design-Build Team in immediately available funds within thirty (30) days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at the Default Interest Rate from the later of the two dates set forth in clause (a) above until paid; and

(iv) Failure by GDOT to effect payment by such date shall not entitle Design-Build Team to reinstatement of the Design-Build Team’s Interest or to rescission of the termination.

4. If it is determined by settlement or final judgment that the Termination Compensation due from GDOT is less than the payment previously made by GDOT, then within thirty (30) days after the date of settlement or final judgment Design-Build Team shall reimburse the excess payment, together with interest thereon at the Default Interest Rate from the date of overpayment until the date of reimbursement.

**EXHIBIT 21**

**RESERVED**

**EXHIBIT 22**

**INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES**

**GDOT's Authorized Representative:**

GDOT hereby designates the persons from time to time serving as the Commissioner of GDOT as its Authorized Representatives and such other persons as the Commissioner may from time to time designate by delivering written notice thereof to Design-Build Team. Any such designations by the Commissioner may be limited in scope and duration and may be revoked at any time by delivery of written notice thereof to Design-Build Team pursuant to Article 24.11 of the Agreement.

**Design-Build Team's Authorized Representative:**

Design-Build Team hereby designates the persons from time to time serving as the Chief Executive Officer of Design-Build Team as its Authorized Representatives and such other persons as the Chief Executive Officer may from time to time designate by delivering written notice thereof to GDOT. Any such designations by the Chief Executive Officer may be limited in scope and duration and may be revoked at any time by delivery of written notice thereof to GDOT pursuant to Article 24.11 of the Agreement.

**EXHIBIT 23**

**Insert completed Form T in executed version**

**EXHIBIT 24**

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**ESCROW BID DOCUMENTATION**

**Scope and Purpose**

The purpose of this specification is to preserve the bid documents of the successful bidder (Contractor) for use by the parties in any claims or litigation between the Department and Contractor arising out of this contract.

The Contractor shall submit a legible copy of bid documentation used to prepare the bid for this contract to the Department. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility and preserved by that institution/facility as specified in the following sections of this specification.

**Bid Documentation**

The term "bid documentation" as used in this specification means all writings, working papers, computer printouts, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Contractor to determine the bid in bidding for this project. The term "bid documentation" includes, but is not limited to, Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetic extensions, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Contractor in formulating and determining the amount of the bid. The term "bid documentation" also includes any manuals which are standard to the industry used by the Contractor in determining the bid for this project. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the Publication and the Publisher. The term does not include bid documents provided by the Department for use by the Contractor in bidding on this project.

**Submittal of Bid Documentation**

The Contractor shall submit the bid documentation to the Department in a container suitable for sealing, no later than ten calendar days following award of the Contract by the Department. The Department will not issue a Notice to Proceed until the acceptable documentation has been received. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Contractor's name, the date of submittal, the Project Number, the P.I. Number, the Contract Number, and the County.

**Affidavit**

In addition to the bid documentation, an affidavit, signed under oath by an individual authorized by the Contractor to execute bidding proposals shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Contractor to determine the bid for this project, and that all such bid documentation has been included.

**Verification**

Upon receipt of the bid documentation authorized representatives of the Department and the Contractor will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist the



Contractor shall immediately furnish the Department with any other needed total documentation. The Department, upon determining that the bid documentation is complete, will, in the presence of the Contractor's representative, immediately place the complete documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault or other secure accommodation.

**Duration and Use**

The bid documentation and affidavit shall remain in escrow during the life of the Contract or until such time as the Contractor notifies the Department of his intention to file a claim or his initiation of litigation against the Department related to the Contract. Notification of the Contractor's intention to file a claim or litigation against the Department shall be sufficient evidence for the Department to obtain the release and custody of the bid documentation. If no such notification is received and the Contractor has signed the final Standard Release Form the Department shall instruct the banking institution or other bonded document storage facility to release the sealed container to the Contractor.

The Contractor agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be utilized by the Contractor in litigation over claims brought by the Contractor arising out of this contract.

**Refusal or Failure to Provide Bid Documentation**

Failure or refusal to provide bid documentation shall be deemed either:

1. Failure to execute the Contract if the Contract has not yet been executed or,
2. Material breach of the Contract if the Contract has been executed.

Should the Contractor fail to execute the Contract as stated in 1 above, the Department will retain the bid bond. Refusal of the Contractor to provide adequate documentation after execution of the Contract will be considered material breach of the Contract and the Contractor will be declared in default of the Contract. The Department may, at its option terminate the contract for default. These remedies are not exclusive and the Department may take such other action as is available to it under the law.

**Confidentiality of Bid Documentation**

The bid documentation and affidavit in escrow are, and will remain, the property of the Contractor. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless notification of the intention to file claim is received or litigation ensues between the Department and Contractor. In the event of such notification or litigation, the bid documentation and affidavit shall become the property of the Department.

**Cost and Escrow Instructions**

The cost of the escrow will be borne by the Department. The Department will provide escrow instructions to the banking institution or other bonded document storage facility consistent with this specification.

**Escrow Agreement**

A copy of the Escrow Agreement the successful bidder will be required to sign is attached. The successful bidder (contractor) agrees that they will sign the Escrow Agreement. Should the Contractor fail to sign the Escrow Agreement, when presented, the Department will retain the bid bond. If the Contract has been executed, and the Contractor fails to sign the Escrow Agreement, the Contractor may be declared in default of the Contract.

**Payment**

There will be no separate payment for compilation of the data, container or cost of verification of the bid documentation. All costs shall be included in the overall Contract bid price.

**EXHIBIT 24**

**Attachment 1**

**Escrow Agreement  
For  
Bid Documents**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT"; \_\_\_\_\_; hereinafter called the "CONTRACTOR"; and \_\_\_\_\_, hereinafter called the "ESCROW AGENT".

WHEREAS, the DEPARTMENT awarded a project on \_\_\_\_\_, 20\_\_, based on a bid proposal submitted by the CONTRACTOR, hereinafter called the "PROPOSAL", for the construction of Project Number \_\_\_\_\_ County(ies), Georgia, hereinafter called the "PROJECT", pursuant to which the CONTRACTOR shall cause the work therein to be constructed; and

WHEREAS, the DEPARTMENT and CONTRACTOR are desirous of entering into an Escrow Agreement, to provide for specific contingencies governing the escrow and control of the PROPOSAL bid documentation; hereinafter called "BID DOCUMENTS"; and

WHEREAS, the DEPARTMENT and CONTRACTOR desire the ESCROW AGENT to hold the BID DOCUMENTS of the CONTRACTOR;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed by and between the parties hereto that:

**ARTICLE I**

**ESCROW BID DOCUMENTATION**

The parties hereto agree to the establishment of Escrow of the BID DOCUMENTS for the PROPOSAL pursuant to the Specifications, Supplemental Specifications, or Special Provisions pertaining to construction under the contract. It is the understanding of the parties hereto that the DEPARTMENT shall pay the ESCROW AGENT, as determined by separate agreement, for the escrow of the BID DOCUMENTS submitted to the ESCROW AGENT under the terms of this Agreement.

**ARTICLE II  
ACKNOWLEDGMENT**

By its signature below, the ESCROW AGENT hereby acknowledges receipt from the DEPARTMENT and CONTRACTOR of a sealed container bearing the CONTRACTOR'S name, address and PROJECT Number assigned by the DEPARTMENT and containing, as specified by the affidavit of the CONTRACTOR, the PROPOSAL BID DOCUMENTS for the aforementioned PROJECT.

**ARTICLE III  
DEPOSIT OF BID DOCUMENTS**

The PROPOSAL BID DOCUMENTS shall remain on deposit with the ESCROW AGENT until those conditions of release, as specified in ARTICLE IV, RELEASE FROM ESCROW, are met. As long as the BID DOCUMENTS remain in escrow with the ESCROW AGENT, the ESCROW AGENT shall not allow any person access, to gain possession, or to in any way interfere with the sealed BID DOCUMENT container.

**ARTICLE IV RELEASE  
FROM ESCROW**

Upon being presented, by the DEPARTMENT, with a CONTRACTOR signed final Standard Release Form for the contract for the PROJECT, the ESCROW AGENT shall deliver to the CONTRACTOR the sealed container bearing the CONTRACTOR'S name and address and project number on it. The ESCROW AGENT is also authorized to release the BID DOCUMENT sealed container to the DEPARTMENT without the CONTRACTOR'S signed consent subject to the following conditions:

1. The CONTRACTOR has provided written notification to the DEPARTMENT of the CONTRACTOR'S intention to file a claim related to the contract for the PROJECT; or
2. The CONTRACTOR has initiated litigation against the DEPARTMENT relating to the contract for the PROJECT.

Prior to any release from escrow to the DEPARTMENT the ESCROW AGENT shall verify that either condition of release to the DEPARTMENT, as stated above, has been met by providing written notice to the CONTRACTOR of the ESCROW AGENT'S intention to release the PROPOSAL BID DOCUMENTS to the DEPARTMENT. Such written notice from the ESCROW AGENT shall be sent by certified mail no less than ten (10) calendar days prior to release to the DEPARTMENT. Upon any release from escrow of the PROPOSAL BID DOCUMENT container the ESCROW AGENT shall cause the execution of Exhibit A, Escrow Release for

PROPOSAL BID DOCUMENTS, as attached hereto and incorporated herein as if fully contained, by the party receiving the BID DOCUMENT container.

**ARTICLE V  
INDEMNITY**

The CONTRACTOR agrees to indemnify and hold the ESCROW AGENT harmless against any loss, claim, damage, liability or expenses incurred in connection with any action, suit, proceeding, claim or alleged liability arising from this Escrow Agreement, provided, however, that the ESCROW AGENT shall not be so indemnified or held harmless for its negligence or acts of bad faith by it or any of its agents or employees.

**ARTICLE VI  
NOTICES**

All notices and other communication shall be in writing and shall be deemed to have been duly given and delivered if mailed by certified mail, return receipt requested, postage prepaid to the addresses stated herein:

DEPARTMENT:

Georgia Department of Transportation

ATTN: Treasurer

600 West Peachtree Street

Atlanta, Georgia 30308

CONTRACTOR:

ESCROW AGENT:

**ARTICLE VII  
DUTIES OF ESCROW  
AGENT**

The duties and responsibilities of the ESCROW AGENT shall be limited to those expressly set forth herein and the ESCROW AGENT shall act only in accordance with this ESCROW Agreement.

Notwithstanding specific provisions hereunder, the ESCROW AGENT shall at all times act upon and in accordance with the joint written instructions of the DEPARTMENT and CONTRACTOR.

**ARTICLE VIII.  
LAWS**

This Escrow Agreement shall be deemed to have been executed in Fulton County, Georgia and the laws of the State of Georgia shall apply.

**ARTICLE IX  
ASSIGNMENT**

This Escrow Agreement shall not be assigned without the written consent of all the parties hereto.

**ARTICLE X  
SURVIVAL OF CONTRACT**

Except as may be expressly modified, all terms and conditions of this Escrow Agreement remain in full force and effect. The establishment of this Escrow Agreement is limited solely by the contingency of release of the PROPOSAL BID DOCUMENTS by the CONTRACTOR to the DEPARTMENT, as established by Article IV, Release From Escrow. Nothing contained herein shall alter the rights of the parties hereto.

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

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

CONTRACTOR:

ESCROW AGENT:

BY:

BY:

(SEAL)

(SEAL)

TITLE:

TITLE:

WITNESS

WITNESS

DEPARTMENT OF TRANSPORTATION

BY:

TITLE: STATE TRANSPORTATION OFFICE ENGINEER

WITNESS

ESCROW CONTAINER SEAL NUMBERS:

**EXHIBIT 24**

**Attachment 2**

**ESCROW RELEASE  
OF  
BID DOCUMENTS**

This is to certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the sealed container identified as:

**“Bid Documentation”**

CONTRACTOR:

PROJECT NUMBER: P.I.

NUMBER: CONTRACT

NUMBER: DATE OF

SUBMITTAL:

(Evidence by Agreement dated \_\_\_\_\_).

was released from escrow and personally handed to the below named individual acknowledging receipt, representing the CONTRACTOR/DEPARTMENT, by the ESCROW AGENT upon the presentation of the required documentation pursuant to Article IV, Release from Escrow, of the agreement dated \_\_\_\_\_, 20\_\_, a copy of such documentation is attached hereto.

Acknowledgment of Receipt:

\_\_\_\_\_

Acknowledgment of Release:

\_\_\_\_\_

ESCROW AGENT

**ESCROW CONTAINER SEAL NUMBERS:**

**AFFIDAVIT**

STATE OF GEORGIA  
COUNTY OF FULTON

COMES NOW \_\_\_\_\_ (Name) \_\_\_\_\_, \_\_\_\_\_ (Title) \_\_\_\_\_  
of \_\_\_\_\_ (Company Name) \_\_\_\_\_ who, after having been duly sworn,  
on oath, state and depose as follows:

1.

This Affidavit is based upon the personal knowledge of the Affiant.

2.

\_\_\_\_\_ (Company Name) \_\_\_\_\_ submitted a bid on Georgia Department of  
Transportation Project \_\_\_\_\_, \_\_\_\_\_ COUNTY (IES) which bid was  
the low, responsive bid, and a Contract has been entered into between \_\_\_\_\_ (Company Name) \_\_\_\_\_ and the Georgia  
Department of Transportation, known as Contract No. B \_\_\_\_\_.

3.

This Affidavit is given in compliance with the special provision entitled “ESCROW BID  
DOCUMENTATION” forming part of the Contract Documents of Contract No. B \_\_\_\_\_.

4.

The Affiant attests that, in his capacity for \_\_\_\_\_ (Company Name) \_\_\_\_\_, he is personally  
aware the “Bid Documentation” which was used by the Company in determining, formulating, and submitting the  
bid on Project No. \_\_\_\_\_, \_\_\_\_\_ COUNTY (IES).

5.

The Affiant further states that he has examined the bid documentation which has been placed in a sealed  
container marked “Bid Documentation”, and that all such Bid Documentation utilized by the Company in  
determining, formulating, and submitting its bid is contained in the sealed container so marked.

6.

Each bid document contained in the sealed container is separately listed on Exhibit A, which is attached  
hereto and incorporated herein as fully as if included in this Affidavit at this paragraph 6.



Further Affiant sayeth not.

\_\_\_\_\_ (Company Name)

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

\_\_\_\_\_ (Name)

Its: \_\_\_\_\_ (Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

**Georgia Department of Transportation**  
**VOLUME 2**  
**Technical Provisions**  
**For**  
**Design-Build Agreement**  
**I-85 Express Lanes Project**

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# 1 GENERAL

Supplement the following to Section 1 of Volume 3

## 1.1 Project Scope

The Design-Build (DB) Team shall be responsible for the design and construction of the I-85 Express Lanes project as required by the Design-Build Agreement (DBA). This includes but is not limited to:

1. Design and construct the project as follows:

a. I-85 northbound:

i. Between Old Peachtree Road and SR 317/Lawrenceville Suwannee Road:

1. Widen I-85 between the Old Peachtree Road on-ramp and the SR 317/Lawrenceville Suwannee Road off-ramp to construct a new auxiliary lane and outside shoulder between these two interchanges.
2. Convert the existing inside General Purpose (GP) lane to a new managed lane.

ii. Between SR 317/Lawrenceville Suwannee Road and just north of I-985:

1. Widen I-85 to accommodate the existing number of GP lanes, a two feet (2') buffer between the Managed Lanes and the GP lanes, and a twelve-foot (12') managed lane. The GP lanes shall maintain forty-eight feet (48') in width south of the I-985 exit ramp and thirty-six feet (36') in width north of the I-985 exit ramp.
2. Construct the northbound managed lane to allow general purpose traffic to exit to I-985 without impeding traffic in the managed lane.
3. The twelve-foot (12') northbound managed lane shall include a four-foot (4') inside shoulder and a ten-foot (10') outside shoulder in locations where it is not directly adjacent to the buffer or GP lanes.

iii. Between just north of I-985 and SR 20:

1. Widen I-85 to accommodate the existing number of GP lanes, a fourteen feet (14') buffer (or weave zone), and a managed lane. Resulting distance from the inside edge of the managed lane to outside edge of GP lane shall be sixty-two feet (62').

iv. Between SR 20 and SR 324/Gravel Springs Road:

1. Widen I-85 to accommodate the existing number of GP lanes, an auxiliary lane, and a managed lane. Resulting distance from the inside edge of managed lane to outside edge of the GP lane of fifty feet (50').
  2. Ensure there is a two feet (2') buffer between the GP lanes and the managed lane along portions of I-85 where the auxiliary lane is being constructed.
  3. End the auxiliary lane at the location of the future SR 324/Gravel Springs Road off-ramp.
  4. Taper buffer between the GP lanes and the managed lane from two feet (2') to fourteen feet (14') north of the future SR 324/Gravel Springs Road off-ramp.
  5. Coordinate the design of the off-ramp location with GDOT to ensure it can be constructed with minimal impact to equipment installed as part of this project or existing signage. Coordinate with GDOT on the location of the future managed lane access point for the northbound Gravel Springs interchange.
- v. Between SR 324/Gravel Springs Road and Hamilton Mill Road:
1. Widen I-85 to accommodate the existing number of GP lanes, a fourteen foot (14') buffer between the managed lane and the GP lanes, and a managed lane. Resulting distance from the inside edge of shoulder of the managed lane to outside edge of shoulder of the GP lane shall be fifty feet (50').
  2. Shift the managed lane to be adjacent to the GP lanes and eliminate the buffer at the point indicated on Attachment 17-2: Roll Plots where the managed lane restriction ends and transitions to a GP lane.
  3. Widen I-85 to accommodate three (3) striped GP lanes and one (1) upstriped lane to the existing Hamilton Mill Road off-ramp and drop the outside GP lane at the Hamilton Mill Road off-ramp. Resulting full depth pavement distance from the inside edge of shoulder of the GP lane to outside edge of shoulder of the GP lane shall be forty-eight feet (48'). The additional distance between the inside non-striped GP lane and the barrier wall may use the Inside Shoulder pavement depths in accordance Volume 2, Table 11-1. The Hamilton Mill Road off-ramp construction must not extend beyond the existing transition from asphalt to concrete at the ramp's physical gore.
  4. Widen I-85 to provide a minimum of thirty-six feet (36') of full depth pavement up to the Hamilton Mill Road overpass as

measured from the outside edge of travel lane. Ensure median barrier and shoulder paving extend to Hamilton Mill Road overpass.

b. I-85 southbound:

i. Between Hamilton Mill Road and SR 20:

1. Beginning at the Hamilton Mill Road Bridge, widen I-85 pavement to the inside to accommodate existing number of GP lanes, a fourteen foot (14') buffer (or weave zone) between the managed lane and the GP lanes, and a managed lane. Resulting distance from the inside edge of shoulder of the managed lane to outside edge of shoulder of the GP lane shall be fifty feet (50'). The additional distance between the inside non-striped GP lane and the barrier wall may use the Inside Shoulder pavement depths in accordance with Volume 2, Table 11-1. Ensure pavement widening allows for a minimum of fifty feet (50') of full depth pavement up to the Hamilton Mill Road overpass as measured from the outside edge of travel lane.

ii. Between SR 20 and I-985 on-ramp:

1. Widen I-85 to accommodate the existing number of GP lanes, an auxiliary lane, and a managed lane. Resulting distance from the inside edge of shoulder of the managed lane to outside edge of shoulder of the GP lane shall vary between sixty-two feet (62') (fourteen feet (14') buffer) and fifty feet (50') (two feet (2') buffer). The buffer shall taper from fourteen feet (14') to two feet (2') beginning at the SR 20 on ramp.

iii. Between I-985 on-ramp and SR 317/Lawrenceville Suwannee Road:

1. Widen I-85 to accommodate four GP lanes, an auxiliary lane, and a managed lane. Resulting distance from the inside edge of shoulder of the managed lane to outside edge of shoulder of the GP lane shall be seventy-four feet (74').
2. Drop the outside auxiliary lane at the SR 317/ Lawrenceville Suwannee Road off-ramp.

iv. Between SR 317/Lawrenceville Suwannee Road and Old Peachtree Road:

1. Widen I-85 to accommodate the existing number of GP lanes and a managed lane.

2. Ensure that Old Peachtree tapered off-ramp that is adjacent to the I-85 GP lanes are reconstructed to allow for the same ramp storage that is existing.
  - c. I-985 southbound
    - i. Realign and widen I-985 southbound as necessary to accommodate the I-85 southbound auxiliary lane that will terminate at the SR 317/Lawrenceville Suwanee off-ramp.
2. On I-85, when full depth widening is proposed to add travel lanes to the outside of existing lanes, the shoulder shall consist of twelve (12') feet of full depth shoulder and two (2') feet of grassed shoulder. When the addition of travel lanes is limited to the inside of existing lanes, the existing outside shoulder shall be maintained in the existing configuration unless otherwise approved by GDOT. A reduction of the existing outside shoulder to ten (10') feet of existing pavement will be considered by the Department when this directly alleviates the need for a new Design Exception/Design Variance. Additional allowable reductions in outside shoulder widths are detailed in Section 11.2.3.2, Outside Shoulder Widths.

When adjacent to a median barrier wall, inside shoulders shall be paved to the median barrier wall. All remaining inside shoulders shall be a minimum of ten (10') feet paved and two (2') grassed unless otherwise allowed in Table 11-3: Allowable Inside Shoulder Widths.

3. Install all managed lane signage and striping as indicated on Attachment 17-2: Roll Plots.
4. Install all required regulatory signage.
5. Install rumble strips in all locations where a two (2) foot buffer exists and the striping does not allow for access to the managed lane. Install Raised Pavement Markers (RPMs) instead of rumble strips in the location of the future managed lane access point for Gravel Springs interchange.
6. Mill and inlay all existing GP lanes within the project limits.
7. Mill and inlay the existing managed lane and adjacent GP lane in areas where the managed lane access points are being altered from their existing locations. The DB Team shall notify GDOT and SRTA a minimum of four (4) weeks in advance of the milling and inlay.
8. Project shall be constructed entirely within existing project ROW. Any design changes that require additional ROW will not be considered.
9. Limits of ramp design and construction will be the minimum required to tie the proposed mainline configuration into the existing ramp.

## 1.2 Project Description

### 1.2.1 Other Considerations

The DB Team's design plans for Project shall comply with all requirements set forth in the DB Documents. The DB Team's design plans for the Project shall be consistent with the following:

- NEPA Approval(s)
- Concept Report
- Reference Information Documents (RID)

The DB Team shall not rely on the physical description contained herein to identify all Project components. The DB Team shall determine the full scope of the Project through thorough examination of the DB Documents and the Project or as may be reasonably inferred from such examination.

### **Design and Construction Requirements**

DB Team shall design and construct the Project to comply with the requirements of the DB Documents.

DB Team shall coordinate with GDOT and adjacent Governmental Entities and other third parties as appropriate to determine the design criteria, standards, and specifications of those components of Work which the DB Team will construct but which are to be maintained by others. For components of Work which potentially or actually impact the infrastructure of any Governmental Entity or third party entity, DB Team's design shall conform to the design requirements of such entity.

## **2 PROJECT MANAGEMENT**

### **2.1 Project Management Plan Requirements**

PROJECT MANAGEMENT PLAN - The Project Management Plan shall document the procedures and processes that are in effect to provide timely information to the project decision makers to effectively manage the scope, costs, schedules, and quality of, and the Federal requirements applicable to, the project; and the role of the agency leadership and management team in the delivery of the project. The DB Team is required to complete the following Management Plans/documents and include as Appendices to the Project Management Plan in addition to the Project Management Plan requirements in this Section 2. The requirements of these management plans and documents can be found throughout the Technical Provisions. The management plans and time of when each management plan shall be submitted for GDOT review follows:

- Project Management Plan (within thirty (30) Days from NTP 1)
- Quality Management Plan (within thirty (30) Days from NTP 1)
- Transportation Management Plan (within one hundred and twenty (120) Days from NTP 1, must be accepted prior to NTP 3)
- The DB Team shall update any changes to each management plan for any significant changes to the Project or a National Environmental Policy Act (NEPA)/ Georgia Environmental Policy Act (GEPA) Reevaluation within ninety (90) days of the approved reevaluation.

#### **2.1.1 Project Descriptions and Scope of Work**

*No additional requirements*

#### **2.1.2 Project Organizational Chart, Roles and Responsibilities**

*No additional requirements*

#### **2.1.3 Project Phases**

*No additional requirements*

#### **2.1.4 Design Quality Assurance**

*No additional requirements*

#### **2.1.5 Construction Quality Assurance**

GDOT will provide plant inspection, testing and certification of plant produced materials at existing GDOT approved plant locations such as for precast/pre-stressed concrete, asphalt, and structural steel fabrication.

#### **2.1.6 Environmental Monitoring**

*No additional requirements*

### **2.1.7 Right of Way**

*No additional requirements*

### **2.1.8 Safety and Security**

*No additional requirements*

### **2.1.9 Traffic Management**

*No additional requirements*

### **2.1.10 Project Communications (Media and Public Information)**

A critical objective for all projects is to maintain the trust, support, and confidence of the media and public throughout the life of the project. In order to meet this objective, it will be critical to proactively manage messages and communications to the media. GDOT will be responsible for all communications with the media; all inquiries from media shall be directed to GDOT for responses. The DB Team shall coordinate and collaborate with GDOT on the development of the Public Information and Communications Plan (PICP). The DB Team shall ensure updated project information is provided to the GDOT in a timely manner. The DB Team shall document all forms of project communications with Customer Groups, interested citizens, stakeholders, and general public.

### **2.1.11 Closeout Plan**

*No additional requirements*

### **2.1.12 Appendices**

*No additional requirements*

### **2.1.13 Project Management Plan Checklist**

*No additional requirements*

### **2.1.14 Documentation of Pre-Construction Conditions**

*No additional requirements*

## **2.2 Schedule and Quality Management Requirements**

### **2.2.1 General Schedule Requirements**

*No additional requirements*

### **2.2.2 120 Day Schedule Requirements**

*No additional requirements*

### **2.2.3 Project Baseline Schedule Requirements**

*No additional requirements*

### **2.2.4 Narrative Requirements**

*No additional requirements*

### **2.2.5 Project Schedule Update Requirements**

*No additional requirements*

### **2.2.6 Project Baseline Schedule Revisions**

*No additional requirements*

### **2.2.7 Schedule Display Requirements**

*No additional requirements*

### **2.2.8 Time Extensions and Inclement Weather Delays**

*No additional requirements*

## **2.3 Quality Management Requirements**

### **2.3.1 Document Management**

*No additional requirements*

### **2.3.2 Quality Management Plan Submittal Requirements**

*No additional requirements*

### **2.3.3 Quality Management Plan Requirements**

*No additional requirements*

### **2.3.4 Quality Management Plan Structure**

*No additional requirements*

### **2.3.5 Nonconformance Report (NCR) System**

*No additional requirements*



**2.3.5.1 Role Definitions and Order of Review**

*No additional requirements*

**2.3.5.2 Disposition Options**

*No additional requirements*

**2.3.5.3 Corrective Action**

*No additional requirements*

**2.3.5.4 Workflow States**

*No additional requirements*

**2.3.6 Quality Management Updates**

*No additional requirements*

**2.3.7 Responsibility and Authority of DB Team Staff**

*No additional requirements*

**2.3.8 Design Quality Management Plan**

*No additional requirements*

**2.3.9 Record Drawings and Documentation**

*No additional requirements*

**2.4 Requirements for GDOT Office and Equipment**

Provide a Field Engineer's Office, refer to Special Provision 153.

**2.5 Web-Based Project Management Program**

*No additional requirements*

### **3 RESERVED**

## 4 ENVIRONMENTAL

### 4.1 General Requirements

*No additional requirements*

### 4.2 Environmental Approvals

#### 4.2.1 Responsibilities Regarding Environmental Studies

The durations in the Table below include required public comment period and responding to the public comments.

**Table 4-1 GDOT Led NEPA Approval**

NEPA Document*	Governmental Entity Approval Time Frame	Reviewing Governmental Entity
Public Involvement for Noise Wall Voting	75 days	FHWA
NEPA Approval Reevaluation Public Involvement (if needed)	45 days	FHWA

#### 4.2.2 GDOT Review and Approval of Environmental Permits

*No additional requirements*

### 4.3 Required Submittals

*No additional requirements*

## **5 RESERVED**

## **6 UTILITY ADJUSTMENTS**

### **6.1 General Requirements**

#### **6.1.1 When Utility Adjustment is Required**

*No additional requirements*

#### **6.1.2 Certain Components of the Utility Adjustment Work**

*No additional requirements*

##### **6.1.2.1 Coordination**

Supplement the following to Section 6.1.2.1 of Volume 3:

See the Attachment 6-1: Memorandums of Understanding for requirements related to coordination and relocations related to all utility owners within the Project Limits.

##### **6.1.2.2 Betterments**

*No additional requirements*

##### **6.1.2.3 Protection in Place**

*No additional requirements*

##### **6.1.2.4 Abandonment and Removal**

*No additional requirements*

##### **6.1.2.5 Service Lines and Utility Appurtenances**

*No additional requirements*

##### **6.1.2.6 Early Adjustments**

*No additional requirements*

#### **6.1.3 Recordkeeping**

*No additional requirements*

### **6.2 Administrative Requirements**

*No additional requirements*

#### **6.2.1 Standards**

*No additional requirements*

## **6.2.2 Communications**

*No additional requirements*

### **6.2.2.1 Communication with Utility Owners Meetings and Correspondence**

*No additional requirements*

## **6.2.3 Worksite Utility Coordination Supervisor**

*No additional requirements*

## **6.2.4 Real Property Matters**

*No additional requirements*

### **6.2.4.1 Documentation of Existing Utility Property Interests - Affidavits**

*No additional requirements*

### **6.2.4.2 Acquisition of Replacement Utility Property Interests**

*No additional requirements*

### **6.2.4.3 Georgia Utility Permit**

*No additional requirements*

### **6.2.4.4 Documentation Requirements**

*No additional requirements*

## **6.3 Design**

### **6.3.1 DB Team's Responsibility for Utility Identification**

*No additional requirements*

### **6.3.2 Technical Criteria and Performance Standards**

*No additional requirements*

### **6.3.3 Memorandum of Understanding (MOU)**

*No additional requirements*

### **6.3.4 Utility Work Plans**

*No additional requirements*

#### **6.3.4.1 Plans Prepared by DB Team**

*No additional requirements*

#### **6.3.4.2 Plans Prepared by the Utility Owner**

*No additional requirements*

#### **6.3.4.3 Design Documents**

*No additional requirements*

#### **6.3.4.4 Certain Requirements for Underground Utilities**

*No additional requirements*

#### **6.3.4.5 Utility Work Plan**

*No additional requirements*

## **6.4 Construction**

### **6.4.1 Reserved**

### **6.4.2 General Construction Criteria**

*No additional requirements*

### **6.4.3 Inspection of Utility Owner Construction**

*No additional requirements*

### **6.4.4 Scheduling Utility Adjustment Work**

*No additional requirements*

### **6.4.5 Standard of Care Regarding Utilities**

*No additional requirements*

### **6.4.6 Emergency Procedures**

*No additional requirements*

### **6.4.7 Switch Over to New Facilities**

*No additional requirements*

#### **6.4.8 Traffic Control**

*No additional requirements*

### **6.5 Deliverables**

*No additional requirements*

#### **6.5.1 Utility Work Plan Submittals**

*No additional requirements*

#### **6.5.2 Preliminary Utility Status Report**

*No additional requirements*

#### **6.5.3 Subsurface Utility Engineering (SUE) Requirements**

*No additional requirements*

#### **6.5.4 Utility As-Built Requirements**

*No additional requirements*



**7 RESERVED**

## **8 GEOTECHNICAL**

### **8.1 General Requirements**

*No additional requirements*

### **8.2 Design Requirements**

#### **8.2.1 Subsurface Geotechnical Investigation by DB Team**

The DB Team shall conduct Bridge Foundation Investigations (BFI) for all new bridge construction or bridge widening. The DB Team shall conduct Wall Foundation Investigations (WFI) for proposed walls. DB Team may accept and use the approved soil report for this project, however, the document is only provided as an RID and GDOT accepts no liability for the accuracy of the soils reports,

#### **8.2.2 Pavement Design**

*No additional requirements*

### **8.3 Construction**

*No additional requirements*

### **8.4 Deliverables**

*No additional requirements*

## **9 SURVEYING AND MAPPING**

### **9.1 General Requirements**

*No additional requirements*

### **9.2 Administrative Requirements**

*No additional requirements*

#### **9.2.1 Property Owner Notification**

*No additional requirements*

### **9.3 Design Requirements**

*No additional requirements*

#### **9.3.1 Units**

*No additional requirements*

#### **9.3.2 Survey Control Requirements**

*No additional requirements*

#### **9.3.3 Conventional Method (Horizontal & Vertical)**

*No additional requirements*

##### **9.3.3.1 Horizontal Accuracy Requirements for Conventional Surveys**

*No additional requirements*

##### **9.3.3.2 Vertical Accuracy Requirements for Conventional Surveys**

*No additional requirements*

#### **9.3.4 Reserved**

*No additional requirements*

#### **9.3.5 Right of Way Survey**

*No additional requirements*

##### **9.3.5.1 Accuracy Standard**

*No additional requirements*

### **9.3.6 Survey Records and Reports**

*No additional requirements*

## **9.4 Construction Requirements**

### **9.4.1 Units**

*No additional requirements*

### **9.4.2 Construction Surveys**

*No additional requirements*

## **9.5 Deliverables**

### **9.5.1 Final ROW Surveying and Mapping**

*No additional requirements*

### **9.5.2 ROW Monuments**

*No additional requirements*

## **10 GRADING**

### **10.1 General**

Clearing is only required for the areas impact by the construction and staging of the project.

The DB Team shall salvage all removed cable barrier, posts, and guardrail. These salvaged items shall be delivered to the Jackson County Maintenance Headquarters located at 369 Airport Road, Jefferson, GA 30549. Call the District Maintenance Engineer at 770-531-5729 a minimum of forty-eight (48) hours in advance to coordinate delivery.

### **10.2 Preparation within Project Limits**

*No additional requirements*

### **10.3 Slopes and Topsoil**

*No additional requirements*

### **10.4 Deliverables**

*No additional requirements*

#### **10.4.1 Released for Construction Documents**

*No additional requirements*

# 11 ROADWAYS

## 11.1 General Requirements

*No additional requirements*

## 11.2 Design Requirements

Supplement the following to Section 11.2 of Volume 3

### Design Criteria Order of Precedence

The following requirements shall be adhered to for the design of the Project. The plans provided in the Reference Information Documents are provided for reference only and may contain or conform to some but not all of the design requirements herein. In the event of any conflict, ambiguity or inconsistency, among the following design criteria, the order of precedence, from highest to lowest, one being higher than two, shall be as follows:

1. Allowable Design Exception(s)/Variance(s) as set forth in Section 11.2.3
2. Select Design Criteria as set forth in Volume 2, Section 11.2
3. Volume 2 and Volume 2 Attachments (Technical Provisions)
4. Volume 3 and Volume 3 Attachments (Programmatic Technical Provisions)
5. Volume 3 Manuals (Technical Documents)

### 11.2.1 Typical Section(s) and Pavement Design

**Table 11-1: Pavement Design(s)**

<b>I-85 General Purpose Lanes (Outside Widening)</b>	
<b>Material</b>	<b>Spread Rate</b>
12.5 MM OGFC	90 LBS/SY
RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	1320 LBS/SY
12" GRADED AGGREGATE BASE	N/A

<b>Outside Shoulder</b>	
<b>(OGFC layer only needed for 18 inches of Outside Shoulder)</b>	
<b>Material</b>	<b>Spread Rate</b>
12.5 MM OGFC	90 LBS/SY
RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	1320 LBS/SY
12" GRADED AGGREGATE BASE	N/A
<b>I-85 General Purpose Lanes and Striped Buffer (Inside Widening)</b>	
<b>Material</b>	<b>Spread Rate</b>
12.5 MM OGFC	90 LBS/SY
RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	1100 LBS/SY
12" GRADED AGGREGATE BASE	N/A
<b>I-85 Managed Lanes</b>	
<b>Material</b>	<b>Spread Rate</b>
12.5 MM OGFC	90 LBS/SY
RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	440 LBS/SY
12" GRADED AGGREGATE BASE	N/A

<b>I-85 Inside Shoulder</b>	
<b>Material</b>	<b>Spread Rate</b>
RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER MODIFIED BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	220 LBS/SY
RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	440 LBS/SY
6" GRADED AGGREGATE BASE	N/A
<b>I-85 Mill and Overlay</b>	
<b>Material</b>	<b>Spread Rate</b>
Mill 3"	N/A
12.5 MM OGFC	90 LBS/SY
RECYCLED ASPH CONC 12.5 MM, SMA, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	220 LBS/SY

Required pavement design for the on and off ramps at SR 317, SR 20, and Hamilton Mill Road shall match the I-85 full depth outside pavement widening design. The I-85 mill and overlay pavement design may be used only where mill and overlay is necessary.

### 11.2.2 Additional Roadway Design Requirements

**Table 11-2: Additional Design Criteria for Design-Build Project**

<b>Roadway</b>	<b>Functional Classification</b>	<b>Minimum Design Speed, mph</b>
I-85 South of I-985 (Mainline)	Urban Interstate Principal Arterial	65
I-85 South of I-985 (Managed Lanes)	Urban Interstate Principal Arterial	65
I-85 North of I-985 (Mainline)	Urban Interstate Principal Arterial	70
I-85 North of I-985 (Managed Lanes)	Urban Interstate Principal Arterial	70



Roadway	Functional Classification	Minimum Design Speed, mph
I-85 NB Ramp to I-985 NB	Urban Interstate Principal Arterial	65
I-985 SB Ramp to I-85 SB	Urban Interstate Principal Arterial	65
General Purpose Ramps at SR 317, SR 20, and Hamilton Mill Rd	Urban Interstate Principal Arterial	45 / 55

Asphaltic curbs are to be used behind guardrail along rural shoulders to control pavement runoff and erosion of fill side slopes. This applies where fill side slopes are 3:1 or steeper. See GDOT Construction Standards and Details, Construction Detail S-4 for information regarding the placement of asphaltic curbs behind guardrail.

**11.2.3 Allowable Design Exception(s)/Variance(s)**

**11.2.3.1 Sag Vertical Curves**

- The existing sag vertical curves that do not meet 2011 AASHTO guidelines may remain per the approved design exception approved on February 13, 2013.

**11.2.3.2 Outside Shoulder Width**

- The proposed outside shoulder may be reduced to four (4) feet where indicated in the approved design exception approved on February 14, 2013.

**11.2.3.3 Inside Shoulder Width**

- While the DB Team shall optimize the inside shoulder to the extent possible, the proposed inside shoulder may be reduced to the minimum widths in the table below. A design exception must be prepared by the Engineer of Record and acquire an approval from GDOT and FHWA. If a four (4') foot shoulder is allowed by the design exception, the entire four (4') foot must be paved.

**Table 11-3: Allowable Inside Shoulder Widths**

I-85 FROM MILE POST 109.80 TO MILE POST 119.68	
LIMITS OF INSIDE SHOULDER DESIGN EXCEPTION	
APPOXIMATE LOCATIONS (MILE POST)	SHOULDER WIDTH (RANGE IN FEET)
NB 109.80 – 111.40	6'3" – 10'
NB 111.56 – 112.01	6'3" – 10'
NB 113.58 – 119.67	4' – 10'
SB 109.80 – 111.36	6'6" – 10'
SB 111.57 – 112.13	6'6" – 10'
SB 112.37 – 119.68	3'7" – 10'

No additional Design Exceptions or Variances will be allowed. Any existing conditions that do not meet the requirements of the AASHTO “13 Controlling Criteria” and/or the GDOT Standard Design Criteria, as denoted in the GDOT Design Policy Manual, must be presented to GDOT and must be upgraded to meet the required criteria or mandatory practice with the proposed design of this project.

DB Team is permitted to retain Design Deviations that are present within the existing conditions. Any existing Design Deviations that are identified within the project limits and that are intended to be retained in the proposed design shall be presented to GDOT.

#### **11.2.4 Visual Quality**

*No additional requirements*

#### **11.2.5 Permanent Lighting**

*Supplement the following to Section 11.2.5 of Volume 3*

DB Team shall submit nighttime and daytime illumination studies for each underpass/overpass where proposed construction will impact the existing illumination. The study shall detail the lighting requirements in accordance with the GDOT Design Policy Manual and RP-22-11: Recommended Practice for Tunnel Lighting. For the purposes of the illumination studies, all underpasses shall be treated as vehicular tunnels.\*\* Upon GDOT acceptance of the illumination studies, DB Team shall design and construct all underpass lighting, required in the illumination studies, per GDOT Design Policy Manual and RP-22-11: Recommended Practice for Tunnel Lighting.

#### **11.2.6 Related Transportation Facilities**

*Supplement the following to Section 11.2.6 of Volume 3*

DB Team shall design and construct all new roadways and bridges to accommodate the planned expansions or updates of Related Transportation Facilities. This includes the design and possible construction of new general purpose interchanges on I-85 at SR 324/Gravel Springs Road and McGinnis Ferry Road. These new interchanges are being designed by Gwinnett County. The DB Team shall coordinate their final design and construction with Gwinnett County and the GDOT to allow for these new interchanges to be designed accommodating the DB Team’s proposed design.

### **11.3 Deliverables**

*No additional requirements*

## **12 DRAINAGE**

### **12.1 General Requirements**

*No additional requirements*

### **12.2 Administrative Requirements**

#### **12.2.1 Data Collection**

*No additional requirements*

#### **12.2.2 Coordination with Other Agencies**

*No additional requirements*

### **12.3 Design Requirements**

*No additional requirements*

#### **12.3.1 Surface Hydrology**

*No additional requirements*

##### **12.3.1.1 Design Frequencies**

*No additional requirements*

##### **12.3.1.2 Hydrologic Analysis**

*No additional requirements*

#### **12.3.2 Storm Sewer Systems**

*Supplement the following to Section 12.3.2 of Volume 3*

*All installed pipes must be RCP. Where proposed construction impacts existing pipes/culverts or the hydraulic functionality of those pipes/culverts, the structural and hydraulic sufficiency must be demonstrated to the Department by the Engineer of Record for the pipes/culverts to remain in place. Rehabilitation of pipes and box culverts will be allowed as long as hydraulic capacity and structural integrity are achieved.*

##### **12.3.2.1 Municipal Separate Storm Sewer System (MS4)**

*No additional requirements*

##### **12.3.2.2 Gutter Spread/Ponding**

*No additional requirements*

### **12.3.3 Hydraulic Structures (Culverts/Bridges)**

*No additional requirements*

#### **12.3.3.1 Method Used to Estimate Flows**

*No additional requirements*

#### **12.3.3.2 Design Frequency**

*No additional requirements*

#### **12.3.3.3 Hydraulic Analysis**

*No additional requirements*

#### **12.3.3.4 Riverine Bridge/Bridge Culvert Design**

*No additional requirements*

#### **12.3.3.5 Bridge Deck Drainage**

*No additional requirements*

#### **12.3.3.6 Drainage Report for Major Stream Crossings**

*No additional requirements*

### **12.4 Construction Requirements**

*No additional requirements*

### **12.5 Deliverables**

*No additional requirements*

## **13 STRUCTURES**

### **13.1 General Requirements**

No additional requirements

### **13.2 Design Requirements**

#### **13.2.1 Design Parameters**

*No additional requirements*

#### **13.2.2 Bridge Decks and Superstructures**

*No additional requirements*

#### **13.2.3 Bridge/ Retaining Wall Foundations**

*No additional requirements*

#### **13.2.4 Bridge Railing and Barriers**

*No additional requirements*

#### **13.2.5 Retaining Walls**

*No additional requirements*

#### **13.2.6 Sound Barriers**

*No additional requirements*

#### **13.2.7 Drainage Structures**

*No additional requirements*

#### **13.2.8 Sign, Illumination, and Traffic Signal Supports**

*No additional requirements*

#### **13.2.9 Widening/Modification of Existing Structure**

*Supplement the following to Section 13.2.9 of Volume 3*

Existing bridges shall be repaired and/or rehabilitated in accordance with the recommendations listed in this section. DB Team shall perform the recommended widening, modification, rehabilitation, replacement, or repairs to each existing bridge as described in the following table. Bridges not listed in this section are not eligible for rehabilitation as part of the Project.

Bridge ID	Bridge Location	Description
ID 135-0054-0	I-85 SB over I-985 NB	Full replacement requiring new super structure, sub structure and piers/foundations. The reuse of existing elements will not be allowed. New bridge shall accommodate 3 – 12'-0" GP Lanes, a 2'-0" wide buffer, a 12'-0" wide managed lane, a 4'-0" wide inside shoulder, and a 14'-0" outside shoulder. Minimum vertical clearance over I-985 lanes and shoulders shall be seventeen (17) feet. Horizontal clearance shall meet sight distance requirements for I-985 NB
ID 135-5179-0 & ID 135-5180-0	I-85 SB and I-85 NB over SR20	Widen bridge for new managed lanes in northbound and southbound directions. Existing minimum vertical clearance over SR 20 shall be maintained. Maintain existing concrete bridge deck for remaining portions of northbound and southbound bridges.

As permitted by the GDOT Bridge and Structures Design Manual, widened and rehabilitated portions of existing bridges, originally designed using the AASHTO Standard Specifications for Highway Bridges, 17th Edition or earlier version, may use the 17th Edition for the widening/rehabilitation design, and are not required to adhere to LRFD specifications. Existing metal handrail removed from any of the bridges to be replaced or rehabilitated shall be salvaged and stored with GDOT.

**13.2.10 Toll Gantry Structures**

*No additional requirements*

**13.2.11 Proposed Bridges**

The following table identifies locations where a new bridge has been identified to be constructed.

Bridge # and Location	Cross Section	Clearances
Bridge 1- I-85 NB Managed Lanes over I-985 NB	28'-0 Gutter to Gutter; 31'-3" out to out	Minimum vertical clearance over I-985 lanes and shoulders shall be seventeen (17) feet. Horizontal clearance shall meet sight distance requirements for I-985 NB

## **13.3 Construction Requirements**

*Supplement the following to Section 13.3*

Refer to Section 18 for Traffic Control requirements related to bridge construction.

Accelerated bridge construction methods may be utilized to construct new bridges and rehabilitate or replace existing bridges on the project. The chosen method(s) is subject to review by GDOT to ensure compliance with project specifications as well as no adverse safety and schedule impacts to the travelling public.

### **13.3.1 Concrete Finishes**

*No additional requirements*

### **13.3.2 Structure Metals**

*No additional requirements*

## **13.4 Final Bridge Inspection Prior to Service Commencement**

*No additional requirements*

## **13.5 Deliverables**

*No additional requirements*

## 14 Reserved.



## 15 Reserved

## **16 SIGNING, PAVEMENT MARKING, SIGNALIZATION**

### **16.1 General Requirements**

*No additional requirements*

### **16.2 Administrative Requirements**

#### **16.2.1 Meetings**

*No additional requirements*

### **16.3 Design Requirements**

#### **16.3.1 Final Plans**

*No additional requirements*

#### **16.3.2 Permanent Signing and Delineation**

DB Team shall ensure that there are existing or proposed truck restriction signs that will prohibit trucks with over 6 wheels from entering the Managed Lanes.

Arrow per lane signs shall follow letter and numeral size requirements for Category A Major Interchange in the MUTCD.

All overhead sign structures shall be spaced a minimum of 800' apart unless otherwise approved by GDOT with concurrence from SRTA.

The project limits, in reference to overhead sign replacement, shall be limited to the I-85 and I-985 mainline, as defined in Volume 2 Section 1.1.1 unless otherwise stated. The overhead sign replacement scope shall include the replacement of all existing overhead sign panels with new sign panels that are in accordance with the current MUTCD and GDOT Signing and Marking Guidelines.

#### **16.3.3 Project Signs – Outside the Existing and Proposed ROW**

*No additional requirements*

#### **16.3.4 Managed Lane Signs**

For Managed Lane signs, DB Team shall be responsible for determining exact sign locations, foundation types, design, and installation of the new signs. DB Team shall be responsible for all required Managed Lane related signing in advance of Managed Lane entrances as well as all signing within the Project.

DB Team shall comply with all applicable MUTCD requirements in determining the locations and legends for Managed Lane signs. The DB Team shall install all signs

in accordance with the MUTCD, GDOT's related standard specifications, policies, guidelines, and Volume 3 Manuals Technical Documents, or as otherwise approved by GDOT with concurrence from SRTA.

If there is a General Purpose Lane and Managed Lane exit for the same destination, the general purpose sign should be placed upstream of or at minimum on the same structure as the Managed Lane Signs.

In the event any existing GDOT overhead signs do not meet sight distance or sign spacing requirements due to the construction of any Elements of the Project, the DB Team shall replace with new signs and structures in order to meet requirements. Existing sign structures and foundations that are not used as a result of the Project shall be removed, unless otherwise approved by GDOT.

In advance of initial and intermediate entries to the Managed Lanes from the General Purpose lanes on the freeway, the following signs shall be required and mounted overhead on separate sign structures:

- Advance Guide
  - These signs must notify drivers of miles to the entrance,
  - Required at ½ mile in advance of initial and intermediate entries.
  - Additional advance guide signs are required at the 2 mile and 1 mile locations for the initial entry to the Managed Lanes on I-85 SB
- Toll Rate (R3-48)
  - Provides toll rate on CMS elements for next accessible destination and final destination(s), unless otherwise noted below
  - Should be a minimum of 1/4 mile from Ingress Direction sign
  - TP I Structure will be required
- Ingress Direction
  - Displays directional arrow

In advance of intermediate egress from the Managed Lanes to the General Purpose lanes on the freeway, the following signs shall be required and mounted on overhead sign structures:

- Advance Guide
  - Required at ½ mile in advance
- Egress Direction sign

Managed Lane signage shall be designed and constructed assuming automated vehicle identification (AVI) is used to collect tolls from registered users. This toll collection method will be represented with the "Peach Pass" pictograph on a purple background along with the word "ONLY" in black legend on a white box both on a purple header across the top of the sign, when used on a guide sign. Additional regulatory signs to inform drivers of the rules and regulations of the Express Lane will be required and include but are not limited to: Violation Fine notification, Toll by

PeachPass Only, and Register Users Only signs. Regulatory signage is to be placed in sequence in advance of each access point to the Managed Lanes.

The minimum legend height for Managed Lane signs along the freeway shall follow the MUTCD requirements for overhead freeway guide signs.

All advance guide signs for egress locations from the Managed Lanes shall be mounted overhead. The legend in the header panel of these signs shall read “LOCAL EXITS”. These signs shall list no more than three destinations accessible from the general-purpose lanes.

A Toll Rate sign (R3-48) shall be required on each approach to each entrance to the Managed Lanes. Toll Rate signs installed in advance of I-85 SB entrances to the Managed Lanes shall display the next accessible destination and SR 120 as the final destination except for the access point between the Old Peachtree Road bridge and McGinnis Ferry Road bridge shall show the destinations: Pleasant Hill Road and Shallowford Road. All I-85 NB Toll Rate Signs for initial and intermediate entry points shall list two destinations, the next accessible destination and final destination. Ensure that there is enough space between the destinations so that they are visually distinct and each price can be easily associated with each destination.

An additional special Toll Rate sign shall be required both NB and SB for the access point between the Old Peachtree Road bridge and the McGinnis Ferry Road bridge. These toll rate signs shall be placed over the Managed Lane and are intended to inform drivers in the Managed Lane of the new toll section. These Toll Rate signs shall include a warning plaque that shall read “NEW TOLL RATES”.

Warning plaques shall be added to the “LOCAL EXITS” ½ mile Advance Guide sign and Ingress Direction sign for the access point between the Old Peachtree Road bridge and the McGinnis Ferry Road bridge. These plaques shall read “NEW TOLL RATES BEGIN ½ MILE” and “NEW TOLL RATES BEGIN ¼ MILE”.

Electronic Toll Collection regulatory signs (R3-44) will be required at Managed Lane entrances.

A minimum of one “ILLEGAL TO CROSS DOUBLE SOLID WHITE LINES” special regulatory sign shall be required to be mounted overhead between each access point in each direction of travel within the project corridor.

R3-42a or R3-42c shall be required in advance of the termination of Managed Lane or Managed Lane restriction. An R3-45 or R3-45a sign shall be installed overhead to indicate the termination of the Managed Lane or Managed Lane restriction.

SRTA will furnish the DB Team a graphic design of the current AVI pass pictograph as well as any other Express Lane pictographs that are needed. The DB Team shall integrate this into the design and fabrication of signs.

All existing sign structures within project limits that are to be retained shall be verified by the DB Team that the structure can handle the proposed design sign area and can be properly shielded with guardrail and/or barrier. If DB Team determines that an existing sign structure is not adequate, a new sign structure shall be assumed and included in overall project cost.

### **16.3.5 Specific Service Signs**

DB Team shall coordinate any changes to logo signs with Georgia Logos, LLC (770) 447-6399.

### **16.3.6 Sign Support Structures**

*No additional requirements*

### **16.3.7 Permanent Pavement Marking**

"EXPRESS" and "LANE" pavement marking words shall be added at all Managed Lane entrances.

Pavement marking for wide buffer areas, greater than 4 feet, should follow Figure 3D-2 A in 2009 MUTCD.

### **16.3.8 Permanent Signalization**

#### **16.3.8.1 Traffic Signal Requirements**

The project limits, in reference to traffic signals and signal timing, shall be limited to the I-85 and I-985 mainline, as defined in Volume 2 Section 1.1.1 unless otherwise stated. The addition of ramp meters will be required on the Lawrenceville Suwanee Road on-ramp to I-85 NB, and at the Hamilton Mill on-ramp to I-85 SB and NB. The ramp meters at the SR 20 interchange shall be replaced. These new ramp meters shall be designed and installed in accordance with GDOT details and guidelines.

#### **16.3.8.2 Traffic Signal Timing Plans**

*No additional requirements*

#### **16.3.8.3 Traffic Signal Permit**

*No additional requirements*

#### **16.3.8.4 Traffic Signal Support Structures**

*No additional requirements*

## **16.4 Construction Requirements**

### **16.4.1 Permanent Signing and Delineation**

DB Team shall retain in place or provide equivalent signing for all existing toll related signs throughout the construction of the project. The DB Team shall coordinate with GDOT and SRTA and get approval for any removal, replacement or resetting of existing toll related signs including but not limited to the toll rate signs, advance guide signs and any regulatory signs. If any existing toll related sign is to be replaced, the existing sign must be maintained until the new sign can be unveiled.

DB Team shall create a Sign Covering and Unveiling Plan for review and approval by GDOT with concurrence from SRTA. DB Team shall have a coordination meeting with GDOT and SRTA before the development of the plan. The plan shall specify how signs will be covered or modified during construction to make it clear to the driving public that the Managed Lane system is not yet operational. Plan shall focus on signing that the driving public will see from the General Purpose lanes. Existing signs shall remain visible and shall not be obscured by new sign installations. Toll signing along the general purpose lanes shall remain covered until the unveiling time that has been coordinated with GDOT and SRTA.. Any installed signing that is in conflict with existing signing shall be covered until the existing signing is removed. Sign covering material may include opaque graphic film and shall be reviewed and approved by GDOT with concurrence from SRTA. Sign covering shall not damage the sign and shall not void any warranties for sign panels or CMS components. Plan will describe how signs will be unveiled in a timely and coordinated manner when Managed Lane system is ready to be opened to the public. DB Team shall work with GDOT and SRTA on developing a communication plan to inform the driving public about when signs are to be unveiled.

The CMS portion of the Toll Rate CMS signs shall be accessible for installation and clearly legible for the contract duration

### **16.4.2 Permanent Pavement Marking**

*No additional requirements*

### **16.4.3 Permanent Signalization**

*No additional requirements*

## **16.5 Deliverables**

### **16.5.1 Permanent Signing and Delineation**

*No additional requirements*

### **16.5.2 Permanent Pavement Marking**

*No additional requirements*

### 16.5.3 Permanent Signalization

*No additional requirements*

## **17 INTELLIGENT TRANSPORTATION SYSTEMS**

### **17.1 General Description**

This specification addresses the requirements for the GDOT General Purpose Lane Intelligent Transportation System (GDOT ITS) and the Toll System including requirements for traffic surveillance, detection, traveler information dissemination, communication, and maintenance during construction.

The improvements, infrastructure, and responsibilities for GDOT ITS and the Toll System are generally described below. Section 21 provides additional specific toll system infrastructure responsibility delineations between the DB Team and SRTA.

#### **17.1.1 General Purpose Lane ITS**

This work includes, but is not limited to, GDOT ITS, communications network, power, structures, and other required elements within the Right-of-Way required to accommodate the project. The GDOT ITS includes, but is not limited to, Changeable Message Signs (CMS), Microwave Detection Systems (MDS), Closed Circuit Television (CCTV) Pan Tilt Zoom (PTZ) cameras, Communication Hub Buildings and HVAC systems, and the communications network including duct bank and the fiber backbone.

#### **17.1.2 Toll System Infrastructure**

Toll System Infrastructure shall be designed and constructed by the DB Team. The Toll System equipment and components and requirements and specifications for Toll System Infrastructure is provided in Section 21.

Within Section 21, Section 17 is referenced for requirements and specifications regarding the design and installation of portions of the Toll System equipment and components, and although some of the Toll System equipment and components described in Section 21 may be identical or similar to the ITS equipment and components described in this section, the equipment and components described in Section 21 are separate and distinct.

#### **17.1.3 Transportation Management Center (TMC) Improvements**

If required, Transportation Management Center (TMC) Improvements shall be managed by GDOT and implemented by the Transportation Management Center System Integrator (TMC SI, and also referred to as the NaviGator ITS Contractor). The Transportation Management Center Improvements include, but are not limited to, NaviGator system and software modifications, integration services, and other related improvements as necessary to connect, communicate with, and operate GDOT ITS.



The DB Team is responsible for assuring that all software it incorporates for any aspect of the Project is compatible with software used by GDOT as provided in the Technical Provisions. Prior to using any software or version of software not then in use by GDOT, the DB Team must obtain written acceptance from GDOT. In addition, DB Team shall provide to GDOT, at The DB Team's cost, any software, licenses and training necessary to assure that GDOT is able to implement compatible usage of all software utilized by The DB Team. Compatible shall mean that the DB Team-provided electronic file(s) may be loaded or imported and manipulated by GDOT using its software with no modifications, preparation or adjustments. All electronic information submitted to GDOT shall be in native format or, if not available, legible.

The DB Team is responsible for ensuring that the civil infrastructure is in place, in accordance with established milestone dates, and for coordination of work as required to allow for the TMC SI to complete their software development, installation and integration responsibilities with DB Team installed GDOT ITS.

## **17.2 Design and Construction Requirements**

Attachment 17-2: Roll Plots identifies potential GDOT ITS locations to be removed or relocated and preferred locations for new GDOT ITS.

For GDOT ITS, it is the DB Team's responsibility to determine the number and specific locations of all GDOT ITS equipment and components required to meet the requirements as outlined in the GDOT's ITS Strategic Deployment Plan (SDP) for the level I of ITS deployment and the latest GDOT NavigAtor ITS Design Manual for design requirements. The DB Team has flexibility to offer alternatives for GDOT to consider, however the locations identified on the ITS Layout in Attachment 17-2: Roll Plots shall be the minimum amount of equipment, components, and infrastructure required to meet the traffic management needs of the Project. The DB Team shall review suggested location modifications with GDOT during the ITS & Toll System Design Workshop, to be conducted after the Conceptual Layout Plan is accepted but before beginning design efforts for the Prototype Toll Plans and through the preliminary design process.

DB Team shall prepare a preliminary and final GDOT and SRTA ITS Layout including placement of all GDOT ITS and Toll System equipment and components, network communication schematic diagrams and specification for review and acceptance by GDOT and SRTA to ensure adequate planning of the GDOT ITS implementation and GDOT ITS components' consistency and compatibilities with adjacent GDOT ITS. The plan at a minimum shall provide horizontal and vertical plan location, proposed equipment and components, proposed structures, and types of materials for the entire ITS. The DB Team shall follow the current version of the GDOT Navigator ITS Design Manual for its GDOT ITS design.

The DB Team shall conduct all work necessary to design, procure, furnish, install, integrate (as defined in this section and associated specifications), and maintain

GDOT ITS on the Project, including but not limited to, gantries, electrical power, fiber-optic communications, ITS cabinets, maintenance access, junction boxes, and conduits, all in accordance with GDOT standards and specifications and Special Provisions contained herein. Each GDOT ITS equipment or component, regardless of its purpose, provided by the DB Team shall support, at a minimum, NTCIP-compliant interface protocols so that integration of each device/controller with NaviGator is more efficiently supported.

It is the DB Team's responsibility to survey and locate the existing GDOT and SRTA ITS infrastructure including, but not limited to, all fiber trunk lines, conduit and duct banks, communication hubs, drop fiber and electrical lines, as well as ITS equipment and components.

If the Project impacts a Continuous Count Station (CCS) that collects traffic data for GDOT, DB Team shall notify GDOT at 404-347-0701 two weeks prior to beginning of construction activities. GDOT will coordinate with the owner of the equipment who will be responsible for salvaging for future.

### **17.2.1 Closed Circuit Television (CCTV) Subsystem**

#### **17.2.1.1 CCTV General Requirements**

- CCTV shall be designed in accordance with the GDOT NaviGator ITS Design Manual, latest edition;
- CCTV shall be located as shown on Attachment 17-2: Roll Plots or as approved by GDOT;
- CCTV shall be furnished, installed, integrated, and tested in accordance with GDOT Standard Specifications and Special Provisions:
  - Section 682 – Electrical Wire, Cable, and Conduit;
  - Section 935 – Fiber Optic System;
  - Section 939 – Communication and Electrical Equipment;
  - Section 940 – NaviGator Advanced Transportation Management System Integration;
  - Special Provision Section 936 – Closed Circuit Television (CCTV).

#### **17.2.1.2 CCTV Applications**

GDOT ITS CCTV cameras are used to monitor real-time traffic conditions along the roadway and provide real-time information to support:

- Incident verification and management;
- Highway Emergency Response Operator (HERO) dispatching;
- Traffic surveillance and traffic control, including any traffic signals and ramp meters management.

Additionally, dedicated GDOT ITS CCTV cameras are used to monitor GDOT general purpose CMS, i.e. to verify overhead CMS messages and to monitor CMS LED performance to support maintenance management.

### **17.2.1.3 CCTV Camera Design Requirements**

GDOT ITS CCTV cameras shall be Type B CCTV Systems with external Type B Video Encoders (in cabinet) as specified in Special Provision Section 936 - Closed Circuit Television (CCTV).

The GDOT ITS CCTV system shall be designed to provide overlapping, continuous coverage between adjacent cameras of the general purpose lanes, Managed Lanes, interchange ramps, and ramp intersections with each side street.

GDOT ITS CCTV shall be installed at the locations as shown on Attachment 17-2: Roll Plots or as approved by GDOT. Minor shift of locations may be allowed with GDOT acceptance. GDOT ITS CCTV cameras, Toll CCTV cameras, and Toll Rate CCTV cameras may be co-located with GDOT and SRTA acceptance.

Early in the preliminary design schedule, the DB Team shall submit for GDOT review the respective evidences that the GDOT ITS CCTV system design provides coverage as described above and independent from SRTA CCTV camera coverage. The evidence may be a 3-dimensional (3D) view of the general purpose lanes and Managed Lanes as viewed from the DB Team's proposed camera mounting heights above the roadway. The 3D views shall cover the entire Project limits and include all possible sight obstructions, including, but not limited to vegetation, existing signs, proposed signs, relocated signs, bridges and overpasses, and vertical and horizontal alignments.

CCTV poles shall be of sufficient height to mount all CCTV cameras at nominally fifty (50) feet above the roadway surface. CCTV cameras and MDS units may be mounted on the same poles. The joint use poles shall be designed to meet the CCTV camera's mounting height of fifty (50) feet above the roadway. CCTV cameras shall not be mounted in excess of fifty-four (54) feet above the base of the pole or the area where a bucket truck can park for maintenance of the CCTV camera. At no times shall the distance between the bucket truck parking location and the CCTV camera require a bucket truck arm length of greater than seventy (70) feet. If CCTV cameras are connected to overhead sign trusses, the maximum fifteen (15) foot tubular extension shall be connected to the sign structure upright and not to any truss portion of the structure. Tubular extensions shall meet the minimum vibration requirements described herein.

Any pole or upright with a CCTV camera mounted to it shall be designed to be rigid with minimum vibration due to wind. Total deflection at the CCTV camera mounting height shall meet the requirements set for strain poles for ATMS applications per GDOT Standard Specifications Section 639 - Strain Poles for Overhead Sign and Signal Assemblies. The DB Team shall include deflection design calculations in the required structure design submittals.

### **17.2.1.4 CCTV Camera Detailed Technical Requirements / Specifications**

GDOT CCTV camera technical requirements including submittals, materials, construction and testing are described in Special Provision Section 936 – Closed Circuit Television (CCTV). CCTV integration is described in GDOT Standard Specifications Section 940 – NaviGator Advanced Transportation Management System Integration.

All GDOT CCTV cameras shall be pan-tilt-zoom pressurized dome cameras meeting requirements described in Special Provision Section 936– Closed Circuit Television (CCTV).

#### **17.2.1.5 CCTV Implementation Requirements**

For CCTV subsystems that are replacements for removed/relocated GDOT CCTV Sites, the DB Team shall furnish, install, integrate, test, and make available for GDOT's use prior to deactivation and removal of the existing CCTV. All replacement CCTV equipment shall be new. No relocation of existing equipment is permitted as a part of this Project. Replaced and removed equipment and components shall be provided to GDOT.

DB Team shall coordinate return of salvageable equipment with GDOT State ITS Engineer at (404) 635-2849.

All salvaged equipment should be placed on pallets, containing a list of materials with the description of each item, their condition, and equipment serial numbers. DB Team shall deliver salvaged equipment to the Traffic Signal Electrical Facility (TSEF) located at 935 East Confederate Avenue, SE, Building 5, Atlanta, GA 30316-2531.

Camera system assemblies shall be installed on new concrete strain poles unless installed on existing or other sign/toll gantry structures.

The DB Team shall include milestones for replacement GDOT CCTV cameras and new traffic monitoring GDOT CCTV camera installation in the Critical Path Method (CPM) Schedule.

The DB Team shall prepare and implement a CCTV integration plan for GDOT's approval. The integration plan shall meet the requirements of GDOT Standard Specifications Section 940 - NaviGator Advanced Transportation Management System Integration.

Regardless of the line of sight verification during design, the DB Team shall be responsible for constructing GDOT CCTV camera system meeting the coverage requirements. If after completion of all CCTV, roadway and Managed Lane lanes and structures, signs, CMS, etc., GDOT discovers any roadway segment not meeting the coverage requirements, the DB Team shall modify the CCTV placement as necessary to meet the coverage requirements. The modification could include, but not limited to, raising or lowering camera mounting heights, additional CCTV installations, or other solutions presented by the DB Team and approved by GDOT.

No additional payment will be made to the DB Team for meeting the CCTV coverage requirements.

## **17.2.2 Detection Systems**

### **17.2.2.1 Detection System General Requirements**

All MDS detection systems shall be able to collect volume, speed and lane occupancy data and transmit that data to GDOT TMC. Except as modified herein:

- MDS shall be designed in accordance with ITS Design Manual, latest edition;
- MDS shall be located as shown on Attachment 17-2: Roll Plots;
- MDS shall be furnished, installed, integrated, and tested in accordance with GDOT Standard Specifications Section 937 - Detection System, and with:
  - Section 682 – Electrical Wire, Cable, and Conduit;
  - Section 935 – Fiber System;
  - Section 939 – Communication and Electronic Equipment;
  - Section 940 – NaviGator Advanced Transportation Management System Integration

All MDS shall be high definition (HD) microwave vehicle detectors.

### **17.2.2.2 Detection System Applications**

The Project includes MDS applications, as described below:

- GDOT ITS MDS: MDS data output are used by GDOT to support travel time calculations and to support incident detection and verification algorithms. Travel time messages are posted to Overhead CMS based on data collected from the MDS;

### **17.2.2.3 Detection System Design Requirements**

MDS, MDS poles, detector mounting heights, setbacks, power, communication cabling, surge suppression, and cabinets shall be designed to meet the manufacturer's specifications in addition to GDOT Standard Specifications Section 937–Detection System. The DB Team shall include evidence of coordination with the MDS manufacturer with the Preliminary Toll System and ITS Plans submittal.

### **17.2.2.4 Detection System Technical Requirements / Specifications**

MDS technical requirements are described in GDOT Standard Specifications Section 937 – Detection System.

### **17.2.2.5 Detection System Implementation Requirements**

The DB Team shall furnish, install, integrate and test a complete GDOT ITS MDS implementation meeting GDOT Standard Specifications and Special Provisions. The DB Team shall provide all necessary configurations of the MDS in accordance with GDOT requirements and manufacturer requirements. All GDOT MDS shall be the latest hardware, software and firmware provided by the manufacturer. The MDS shall be compatible with GDOT operating systems at the time of installation.

For GDOT MDS subsystems, the DB Team shall furnish, install, integrate, test, and make available for GDOT's testing and verification, and resolve any installation and configuration issues prior to final acceptance. All MDS equipment shall be new. No relocation of existing equipment is permitted as a part of this Project. The DB Team shall prepare and implement MDS testing plan for GDOT's approval. The testing plan shall meet the requirements of GDOT Standard Specifications Section 937 – Detection System.

GDOT ITS MDS shall be fully integrated and tested by the DB Team. The testing and integration plans for MDS shall include test procedures to verify the MDS meet GDOT requirements.

### **17.2.3 Changeable Message Sign (CMS) Subsystems**

#### **17.2.3.1 General CMS Requirements**

All CMS design shall meet the following requirements:

- CMS shall be designed in accordance with the latest GDOT ITS Design Manual;
- CMS shall be located as shown on Attachment 17-2: Roll Plots;
- CMS shall be furnished, installed, integrated, and tested in accordance with GDOT Standard Specifications Section 631 – Permanent Changeable Message Signs and,
  - Section 682 – Electrical Wire, Cable, and Conduit;
  - Section 797 – Hub Building;
  - Section 939 – Communication and Electronic Equipment;
  - Section 940 – NaviGator Advanced Transportation Management System Integration

#### **17.2.3.2 CMS Applications**

The Project includes CMS applications, as described below:

- Walk-in, overhead CMS are used to provide travelers with information on travel times, traffic incidents, road conditions, weather conditions, and vehicle alerts such as Amber Alerts. As shown on Attachment 17-2: Roll Plots, these CMS will be controlled from the GDOT TMC;

#### **17.2.3.3 CMS Design Requirements**

General: All CMS shall be full-color, full matrix LED displays. All CMS, along with associated controllers and software, shall be capable of displaying both text and Manual of Uniform Traffic Control Devices (MUTCD), GDOT approved graphical images and shapes. Full-color CMS shall display, at a minimum, the colors prescribed in the MUTCD, section 1A.12. CMS that are required to show graphics or display 12” or smaller font sizes shall have a pixel pitch of 20 mm. The CMS locations shall conform to sign spacing specifications in the MUTCD and according to Attachment 17-2: Roll Plots.

Each CMS will require a new structure to be designed and constructed by the DB Team.

Overhead CMS: Overhead CMS shall be provided with walk-in housing and capable of displaying three (3) lines of eighteen (18) inch characters with twenty-one (21) characters per line. The center of each overhead CMS shall be aligned over the middle of the lanes under the CMS. A catwalk shall be provided on the overhead truss to allow CMS maintenance access from the outside shoulder or from the widest shoulder of the Managed Lane, depending on the location of the CMS.

#### **17.2.3.4 CMS Technical Requirements / Specifications**

GDOT CMS technical requirements are described in GDOT Standard Specifications 631– Permanent Changeable Message Signs.

#### **17.2.3.5 CMS Implementation Requirements**

For CMS that are replacements for removed existing CMS, the DB Team shall furnish, install, integrate, test, and turn it over to the Department’s use prior to deactivation and removal of the existing CMS. All replacement CMS equipment shall be new. No relocation of existing equipment is permitted as a part of this Project. The DB Team shall coordinate return of salvageable equipment with GDOT ITS Engineer at (404) 635-2849.

All salvaged equipment should be placed on pallets, containing a list of materials with the description of each item, their condition, and equipment serial numbers. DB Team shall deliver salvaged equipment to the Traffic Signal Electrical Facility (TSEF) located at 935 East Confederate Avenue, SE, Building 5, Atlanta, GA 30316-2531.

The DB Team shall prepare and implement a GDOT CMS integration plan for GDOT’s approval. The integration plan shall meet the requirements of GDOT Standard Specifications Section 940 – NaviGator Advanced Transportation Management System Integration.

The DB Team shall prepare and implement a CMS testing plan for GDOT’s approval. The testing plan shall meet the requirements of GDOT Standard Specifications Section 631 – Permanent Changeable Message Signs.

### 17.2.4 Communications Network

The DB Team shall design, furnish, install, integrate and test the communication network for the GDOT ITS.

The table below lists the existing and proposed hub buildings that may be utilized for this project. DB Team shall construct the proposed hub buildings in the approximate location and building dimensions shown on Attachment 17-2: Roll Plots. Hub buildings shall meet the requirements of GDOT Special Provision 797 – Hub Buildings and the project specifications.

HUB	Owner/Occupant	Location	Status
HUB C	GDOT	I-85 @ I-285	Existing
HUB D	GDOT	I-85 @ Pleasant Hill Rd NW Quadrant	Existing
HUB Y	GDOT/SRTA	I-85 SB @ Rest Area North of I-985	Proposed
HUB DD	GDOT/SRTA	I-85 @ Hamilton Mill Rd SW Quadrant	Proposed

#### 17.2.4.1 Communication / Network General Requirements

The DB Team shall design, furnish, install, integrate and test the fiber-optic backbone and laterals for the GDOT ITS and Toll System as shown on the Attachment 17-2: Roll Plots. The backbone shall be single-mode fiber optic cable for both the GDOT and Toll System networks. The long haul and distribution networks shall be Internet Protocol (IP) over Ethernet. Communication drops to local GDOT ITS cabinets, toll equipment cabinets and toll gantry cabinets shall also be single-mode fiber optic cable and IP over Ethernet. Communication between the ITS cabinets and the local equipment and components attached to the cabinet shall be designed, furnished and installed by the DB Team based on the requirements of the equipment and components. SRTA (for Toll System) and GDOT shall require separate pullboxes for the drop fiber and conduit from main fiber splicing trunk pull box for maintenance access.

The communication and network layout focuses on the existing and proposed Communication Hub buildings that will aggregate distribution layer Ethernet network for transmission to the GDOT.

The DB Team shall verify that all existing ducts anticipated to be used by the DB Team are open, with no blockages, water or breaks. Damaged conduits shall be replaced or new duct banks installed around the blockage at no additional cost to GDOT or SRTA.

The DB Team shall not install a duct bank under any paved surface except when crossing ramps or other travel lanes. New conduit duct banks shall be installed approximately ten (10) feet inside the existing Interstate Right-of-Way where feasible. Where vegetation or other obstructions hinder installation of the duct banks



approximately ten (10) feet from the Right-of-Way line, the DB Team may modify the duct banks location for GDOT review and approval.

The DB Team shall design all required conduit and cable crossings of travel lanes to connect to the GDOT ITS and Toll Systems that are to be placed in the median or along the opposite side of the Managed Lanes from the fiber trunk lines. GDOT will not provide any additional compensation for conduit and cable crossings.

SRTA is responsible for coordinating with the local telecommunication company to identify the closest WAN access site to Communication Hubs designated. The DB Team shall coordinate with SRTA to identify the specific Communication Hub(s) where WAN access is required. The DB Team will add the conduit infrastructure, fiber optic cable, ground boxes, electrical service, and terminations from the Communication Hub or from the nearest access point to the duct bank (SRTA fiber trunk) to the edge of Right-of-Way in proximity to the access point of the WAN service provider. The WAN service provider will be responsible for providing the WAN communications hardware, termination of the service provider cable, and any communication infrastructure required from the WAN demark point outside of the GDOT right of way.

#### **17.2.4.2      *Communication Network Design Requirements***

The communication infrastructure and network shall be designed in accordance with the latest GDOT NaviGator ITS Design Manual.

The DB Team shall conduct a communication network design kick-off meeting with GDOT and SRTA prior to beginning design efforts. The DB Team shall utilize the kick-off meeting to confirm GDOT and SRTA communication network requirements.

When conduit or duct banks are installed under roadways or shoulders for lateral crossings, the conduit and duct banks shall be installed by directional boring as shown in GDOT ITS detail drawings.

GDOT ITS and the Toll System shall be served by a physically and logically separate communication networks. All conduit, conduit access (such as ECBs and pull boxes), fiber and communication cabling, cabinets, patch panels, network switches and terminal servers shall be solely dedicated to the GDOT or the Toll System network. Dedicated conduit shall be within the same conduit duct bank. For each new duct bank, two (2) conduits shall be dedicated for Toll System use and denoted by coloring as being Toll System conduit. Every conduit in each duct bank shall have a unique color and/or striping pattern. The coloring shall be consistent through the Project corridor. No fiber optic, other data communication, or composite cable shall be installed in the same conduit as an electrical power service cable.

The Communication network for the GDOT ITS shall be designed to be end-to-end: from the field equipment to the NaviGator TMC including the GDOT ITS cabinets and existing Communication Hub Buildings.

Design considerations shall include cabinet dimensions, communication shelf slots, network bandwidth capacity, conduit capacity, backbone fiber availability, and electrical circuit capacity.

The fiber-optic backbone shall be designed along the General Purpose lanes as shown on Attachment 17-2: Roll Plots. All GDOT ITS data shall be aggregated to 1 GB backbone network at designated communication hub buildings at locations shown on Attachment 17-2: Roll Plots and within existing Communication Hub buildings.

All fibers installed under this project shall be terminated at Communication Hubs or termination points as designated for the GDOT and Toll System networks. This shall include terminating each fiber to a rack mounted fiber distribution center. Provide patch cords for each connection between fibers at a termination fiber distribution center.

The DB Team shall determine the link loss budget analysis for all fiber-optic links.

The DB Team shall design a backbone communication system with fiber-optic cables installed along the project area. Lateral drop cabling shall be used to reach GDOT ITS and Toll System Sites.

If GDOT or SRTA provides ITS or Toll System communication network details during the design phase, the DB Team will adapt the communication network design to accommodate the SRTA communication network requirements.

General design criteria elements for GDOT ITS networks are as follows:

- Provide an internet protocol (IP) Ethernet based system with a fully redundant architecture, allowing automatic, self-healing, and cutover of data flow to a secondary path or segment in the case of a primary equipment failure or fiber break. The ITS communication system backbone shall be rated for a Gigabit transfer rate, minimum. ITS field switches shall be rated for a 1-gigabit uplink transfer rate, minimum. Downlink ports at the field switches shall be 10/100BaseT;
- Provide Network Switch, Layer 3 Gig-E to connect the local ITS system to the GDOT wide area network (WAN) at the existing and proposed Communication Hub location(s). The Layer 3 network switch shall be designed with adequate 1-gigabit and 10/100BaseT ports to support the network architecture and design;
- Provide field network switch, Layer 2 10/100BaseT in each ITS cabinet to support connectivity of the ITS equipment connected to the cabinet. Each Layer 2 switch will be designed with adequate ports to support communication with all equipment connected to the cabinet. A minimum of four (4) spare ports shall be provided;
- Each field network switch shall provide a primary and secondary fiber path from the field cabinet to the Communication Hub;

- The fiber layout for GDOT ITS shall provide a daisy-chain. The daisy-chain shall be confirmed with GDOT during the ITS & Toll System Design Workshop(s) and preliminary design efforts; The maximum number of Layer 2 field network switches forming a network path between an end equipment or components (GDOT ITS) and a Communication Hub based data aggregating Layer 3 network switch shall not exceed eight (8) per fiber pair. The calculated data throughput assigned to any sub-network path shall not exceed one-third of the path's throughput capacity;
- New equipment and existing equipment shall not be assigned within the same network path or otherwise daisy-chained to avoid possible inconsistencies in communication protocols;
- Unless specified in Attachment 17-2: Roll Plots the DB Team shall determine the quantity of fibers required for the backbone communication system and local connectivity. The DB Team shall provide all calculations required to support the design determination. Include capacity for 100 percent (100%) system expansion. The DB Team shall provide 100 percent (100%) spare fibers that shall be continuous along any section of the Project and continuous from end to end of the project. The number of fibers shall be rounded up to the next larger standard fiber cable size, for example, if the calculation determine forty (40) fibers are needed, eighty (80) shall be provided rounded up to ninety-six (96) which is the nearest standard cable size.
- All drop fiber shall be 12-fiber single mode cables;
- The GDOT ITS also includes two new Hub buildings. The new communication Hubs shall be designed to meet all GDOT design guidance and construction specifications and SRTA equipment requirements. The Communication Hub building including but not limited to, the building, foundation, conduit cutouts and entrances, air conditioning systems, fencing, grounding, paving, equipment racks, vertical and overhead cable runways and trays, electrical service, electrical conductors, and electrical pull boxes will be designed to meet all the requirements shown on GDOT ITS Detail ITS-13 Hub Details, GDOT Standard Specifications 939– Communicaiton and Electronic Equipment, and Special Providion (SP) 797-Hub Building.
- The dimension of the hub buildings shall be as shown on Attachment 17-2: Roll Plots, exterior dimensions and 9'-6" interior building height measured from the finished floor to the finished ceiling. The DB Team shall verify that the door of the building can accommodate SRTA's proposed Equipment racks. Except as required for UPS and patch panel racks, equipment racks for Toll System equipment will be furnished and installed by SRTA. Except the space reserved for SRTA required equipment racks, the DB team should populate the HUB building floor with 4-post equipment racks that meet the following requirement:
  - Removable doors and sides;
  - Lockable and reversible front and rear doors;
  - 42U height minimum;
  - 39" overall depth minimum.

- The hub buildings shall be designed so that the air conditioning units are installed on the roof of the hub building.
- The layout of the Communication Hub buildings shall be designed for the equipment racks to be installed on the long dimension of the Communication Hub building. The DB should consult GDOT prior to assigning racks for FDCs and equipment.
- In addition to the Electrical System requirements in SP 797-Hub Building, each rack power strip should be SNMP manageable with minimum 8 mount units.
- The Communication Hub building shall be designed to include lightning protection, grounding to 5 ohms or less and surge suppression.
- The Hub building shall be enclosed by fencing which meets the requirements of ITS Design Manual and GDOT Standard Specifications.
- The DB Team shall coordinate the design of the Communication Hub building with SRTA, concurrence by SRTA and approval by GDOT;
- DB Team shall ensure both new Communication Hub buildings are able to utilize a mobile emergency generator during power outages. Route the main power to a manual transfer switch that is connected to the mobile emergency generator connection installed on the outside of the shelter. The emergency generator connection shall allow GDOT/SRTA personnel to power the site from a portable generator in the event that the commercial power is lost. Route the resulting main power to a 42-circuit distribution panel and through the associated AC surge protective devices. Section 17.2.6.4 provides requirements to allow mobile generator to power Hub buildings.

The DB Team shall furnish and install the fiber plant of the Toll System communication network. SRTA shall furnish to the DB team the fiber splicing diagrams for the Toll System Components. General design requirements applicable to the DB Team for the Toll System network are as follows:

- The fiber layout for Toll System network shall provide a daisy-chain for up to eight (8) Toll System switches per fiber pair. The daisy-chain shall be confirmed with SRTA during the ITS & Toll System Design Workshop(s) and preliminary design efforts;
- The DB Team shall design Toll System fiber network based on SRTA provided logical network assignments, fiber allocation information and splicing details. SRTA is responsible for confirming the design of toll equipment cabinets, Communication Hub Buildings, and providing all layer 2 and layer 3 network equipment within the toll equipment cabinets and Communication Hubs including but not limited to the network switches, video encoders, media converters, terminal servers, modems, and uninterruptable power supplies;
- The Toll System fiber optic cable shall contain the trunk fiber as shown in Attachment 17-2: Roll Plots in separate conduits;

- The DB Team shall break and re-splice the existing 72-strand fiber optic backbone cable to the proposed fiber optic backbone cable at the north terminus (existing type 7 pull box located at approximately 34.01553712 N, - 84.06523444 W). SRTA will provide the splice details for this work. Notification of the intent to complete this work should be provided to SRTA 30 days in advance for the purposes of conducting internal testing and repairs. The splicing shall not occur without approval from SRTA.
- All drop fiber shall be 12-fiber single mode cables;
- The SRTA Network shall have physically redundant backbone cable routes on each side of the roadway to all toll and toll ITS locations. Each daisy chain must connect to two (2) Communication Hubs containing SRTA network equipment;
- The DB Team shall design all cabinet and hub foundations and slabs as well as grounding and electrical service.

The DB Team will refer to the Responsibility Matrix (Exhibit 21-1) for additional details regarding responsibilities relative to the Toll System communication network and integration.

#### **17.2.4.3 Communication Network Implementation Requirements**

The communication network shall be furnished, installed, integrated and tested in accordance with the GDOT Standard Specifications and Special Provisions.

All fiber optics used in this Project shall be outside plant (OSP) single-mode fiber. The DB Team shall provide fiber-optic cables for trunk lines and drop lines, fiber distribution centers, patch panels, splice enclosures, and fiber-optic cable splices as required to connect each ITS equipment cabinet, each Communication Hub Building, and ITS elements to the backbone communication system.

Either field terminated or pre-terminated drop cable assemblies shall be used for all drop fibers from the fiber optic trunk line to the ITS cabinet or equipment.

Underground splice enclosures shall be furnished and installed at all trunk line splices and at all locations where drop fibers are installed.

Rack mounted fiber distribution centers (FDC) shall be furnished and installed in all field cabinets and hub buildings. FDC's shall be fitted with LC-Connectors. No pre-terminated FDC is allowed.

The DB Team shall furnish and install all equipment, cabinets, cabling, and electronic devices needed to connect the backbone fiber to the Layer 2 and Layer 3 Ethernet switches and to connect all GDOT ITS equipment and components to the Layer 2 switch in the local ITS cabinet.

## **17.2.5 ITS Electrical Service (Power) Requirements**

### **17.2.5.1 ITS Electrical General Requirements**

The DB Team shall coordinate with the electrical power companies and provide electrical power for all GDOT ITS and Toll System Sites included in the project. The DB Team shall pay all costs for providing electrical power service. In addition, the DB Team shall pay all electric service recurring costs, for both the ITS and Toll System Sites until Substantial Completion.

### **17.2.5.2 Electrical Design Requirements**

#### **17.2.5.2.1 General Electrical Design Requirements**

The DB Team shall ensure electrical power is designed based on the electrical service loads at each location where power is required. Electrical service, wire sizes, transformers, surge suppression, meters, grounding, lightning protection and uninterruptable power supply (UPS) are all considered part of the electrical power systems. UPS units for Toll System including those for new HUB Buildings to backup SRTA equipment will be furnished and installed by SRTA. Refer to Section 21 – Tolling for any additional toll related electrical design requirements.

At locations where electrical power service is provided to GDOT and Toll System, the DB Team shall ensure that the electrical power company installs two (2) electrical usage meters, one (1) for GDOT equipment and one (1) for Toll System equipment.

The DB Team shall design electrical loads for all ITS cabinets, Hub Buildings, GDOT ITS Devices, and Toll Systems. Anticipated electrical loads for the Toll System Sites are provided in Section 21 – Tolling. At each location, electrical load for GDOT ITS shall be exclusive of any toll or toll related ITS related cabinet electrical loads.

The DB Team shall provide electrical power calculations to GDOT and SRTA for review and approval during the design. Power calculations shall include power loading, transformers, and conductor sizes based on NEC standards. In no case shall electrical service provided at a location be less than 120 volt, 20 amps AC. Electrical load at each ITS or Toll Systems shall be based on a factor of two (2) times the calculated load based on the equipment being provided for that cabinet to allow for future expansion and use of maintenance tools.

In addition to other requirements referenced herein, electric pull boxes shall be spaced not more than five-hundred (500) feet apart. No fiber optic or other data communication or composite cable shall be installed in the same conduit as an electrical power service cable.

The DB Team shall install mechanical theft deterrent devices in all Project electrical conduits and electrical pull boxes to prevent the removal of electrical wiring and to

prevent unauthorized access. The theft deterrent devices typically consist of a rubber stopper mechanical device that compress against the electrical wiring and prevents the wires from being easily pulled through the conduits. DB Team shall also install electrical pull box lids that contain locking mechanisms that works with the use of cams to prevent unauthorized access.

Voltage design drop calculations shall comply with the suggested limits defined in NEC Article 210.19 (A) (1) Informational Note #4 and NEC Article 215.2 (A)(1)(b) Informational Note #2. These calculations shall define all service points, circuits emanating from those points, details of all loads on all circuits, the nominal voltage on each circuit, the voltage drop for each link of each circuit, the percent voltage drop for each circuit and the wire size selected for each link of each circuit. These calculations shall include sizing and ratings of all circuit breakers, transformers, fused switches and transfer switches planned for installation. These calculations shall be submitted with the preliminary and final design submittal and with each subsequent submittal with all data appropriately updated. An allowance of 9.0 Amps shall be included at the end of the circuit for a convenience outlet. Where Transformers are used, they shall be provided with  $\pm 2.5\%$  and  $\pm 5\%$  voltage taps. These taps shall not be used to fulfill the voltage drop and wire size requirements of these minimum technical requirements.

Where circuits run both north and south from a power service point, separate circuits, each with its individual circuit breaker, shall be provided. A main disconnect circuit breaker shall be provided at each power service point.

#### **17.2.5.2.2 Lightning Protection Design Requirements**

All CCTV, CMS, GPLS, and MDS poles, toll gantries and structures (including sign structures with ITS or Toll System attachments) shall be designed to include lightning protection systems per the requirements of Attachment 17-3: Surge Protection Systems and Devices and as described herein. The top of the lightning rod shall be at least two (2) feet above the highest point or top of any and all ITS and Toll System equipment attached near the top of the pole or Toll System devices shall be mounted within a sixty (60) degree cone of protection measured from the top of the lightning rod, which ever provides more protection for the ITS equipment.

Each Toll System site, ITS cabinet, ITS pole and Hub building shall have an exterior earth-ground ring consisting of a system of ground rods connected to a ring of a #2 AWG, stranded bare copper ground wire. For toll ITS sites, ITS Cabinets and ITS Poles, the earth ring shall consist of a minimum of two ground rods. For Toll System Sites and Hub Buildings, the earth ring shall consist of a minimum of 4 ground rods. Ground rods shall be placed at least 40 feet from adjacent ground rods. When ground rods adjacent installations are within 100 feet of each other, the rings shall be connected with #2 AWG stranded bare copper ground wire. Each site shall include lightning protection which shall also be connected to the site's earth-ground ring. The ground system shall be measured and documented with a resistance of five (5) ohms or less.

Lightning protection for Toll System Gantries for Toll Collection and GPLS Sites shall include lightning rods spaced at ten (10) foot intervals across the top of the gantry structure.

When new GDOT ITS or Toll System equipment are placed on an existing structure, the structure's lightning protection system shall be updated by the DB Team to the lightning protection requirements for new structures.

#### **17.2.5.2.3 Grounding Design Requirements**

In order to facilitate testing and periodic retesting of the grounding array at each ITS and Toll System pole, ITS and Toll System cabinet, Hub Building, Toll System Sites, gantry and structure, etc., the DB Team shall design the grounding system so that the top of all grounding rods is installed in an Electrical Service Type 2 Pull Box. The grounding conductor shall be designed to be exothermically connected to the ground rod at an elevation of twelve (12) inches below ground line. All tolling/ITS equipment and enclosures located at a Toll System Site or Communication Hub site shall conform to the latest adopted NEC for bonding and grounding. Grounding arrays shall be designed to be interconnected for cabinets, poles, lightning systems, etc., that are within forty (40) feet of each other. The actual locations of buried connections and ground rods should be accurately shown in the as-built plans.

When new GDOT or Toll System equipment are placed on an existing structure, the grounding system shall be updated by the DB Team to current specifications.

Grounding shall meet the minimum requirements of NEC.

#### **17.2.5.2.4 Uninterruptable Power Supply (UPS) Design Requirements**

For GDOT ITS locations, the DB Team shall design Uninterruptable Power Supply (UPS) to meet the requirements in GDOT ITS Design Manual, GDOT Standard Specifications Section 939 and the following:

- UPS shall be designed for all new Hub Buildings to support GDOT equipment;
- The DB Team shall designate space within the Hub Buildings for the installation of the GDOT and SRTA UPS.

SRTA will furnish and install UPS for Toll System Sites. At the new Hub Buildings, SRTA will furnish and install UPS for Toll System equipment only. Specific requirements for the toll equipment cabinets are provided in Section 21 – Tolling.

#### **17.2.5.3 Electrical Implementation Requirements**

The DB Team shall furnish, install and test the electrical systems as required to meet the power and UPS demand of each Toll System site, Communication Hub



location, and GDOT ITS Cabinet Location. The DB Team shall furnish and install and test the electrical services as required by GDOT Specification, the approved plans, and herein.

At locations (except Hub Buildings) where electrical power service is provided to both GDOT ITS and Toll System cabinets and equipment, the DB Team shall ensure that the electrical power company installs two (2) separate electrical usage meters, one (1) for GDOT equipment and one (1) for Toll System equipment. At each new Hub Building, the DB Team shall ensure that the electrical power company installs one (1) electrical usage meter for the Hub Building. The DB team shall configure the electrical service inside the Hubs to allow SRTA to furnish and install a UPS for the Toll System equipment only.

The DB Team shall ensure all voltage being provided to the cabinet is in accordance with the DB Team's approved electrical design calculations. The DB Team shall test the power from the electrical service disconnect, to the transformer, to the meter(s) and into the cabinets.

For both GDOT ITS and Toll System sites, the DB Team shall furnish and install all components of the electrical power systems to ensure a complete and functioning system, from equipment cabinets to and including devices. The electrical systems shall be furnished and installed to include all required device power supplies, grounding, lightning protection and surge suppression. Surge suppression shall be furnished and installed on both ends of any underground electrical cable or composite cable carrying electrical power to a device to protect against surges induced from a lightning strike on the ground.

Electrical service shall be installed and ready for connection before ITS cabinets and CMS are installed. Electrical services shall be connected and activated for all ITS cabinets, Communication Hub Buildings, and CMS within twenty-four (24) hours of installation of the cabinet or CMS.

#### **17.2.5.4 Provision for Temporary Generators for Hub Buildings**

Generator and Auxiliary Power Connection: The DB Team shall furnish both new Hub Buildings that have provisions for the connection of an external power source, such as a portable generator, through a weatherproof, water-resistant, secure interface to back up both GDOT and SRTA electrical services (refer to Attachment 17-4 Hub Building Electrical Services Schematic). This feature should allow authorized personnel to access, connect, and secure an external power source to the Hub buildings in order to restore power within five (5) minutes of arrival time at the Hub buildings. The DB Team shall provide each Hub Building a manual transfer switch rated equal to or higher than the design load of the Hub's main breaker and the generator input twist-lock connector rating. Ensure that the transfer switch

provides a means of switching between normal utility power and auxiliary backup generator power. Ensure that the switching time between sources is no longer than 250 milliseconds. Ensure that the transfer switch meets UL 1008. Ensure that the transfer switch does not allow simultaneous active power from more than one source and does not allow generator backflow into normal utility AC circuits.

**Manual Transfer Switch:** Ensure the manual transfer switch is a two-position switch. Label the switch positions as “Generator Power” and “Utility Power”. Equip the transfer switch with a “Utility-On” indicator, which will illuminate when normal utility power service is available and the switch is in the “Generator Power” position. The indicator must turn off when the transfer switch is moved to the “Utility Power” position.

**Generator Access Panel:** Include a generator connection panel inside the Hub Buildings, next to the main electrical services panels. The generator connection panel shall consist of, at a minimum, a manual transfer switch. A generator hook up with a four-prong, 30-amp twist-lock connector with recessed male contacts shall be installed on the outside wall, minimum two (2) feet off the ground, of each Hub Building. The generator hook up shall be enclosed in a weatherproof and dustproof enclosure. The enclosure shall have a lockable exterior door. Ensure that this access door is labeled as “Generator Access Door”, equipped with a tamper-resistant hinge. The access door shall be provided with a #2 lock unless otherwise specified in the plans. The access door must include a weatherproof opening for the generator cable. The generator hookup compartment shall allow closing and locking of the access door when the generator cable is connected.

Connect wiring from the main electrical service panel to the transfer switch. Connect the alternate power source’s wiring on the transfer switch to a receptacle that can accept a 240 VAC generator cord. Install a power service wire between the transfer switch and the existing power distribution panel inside the Hub.

### **17.3 Testing and Acceptance**

The DB Team shall submit test plans to GDOT for review and acceptance.

DB Team testing of specific ITS technologies, electrical components, communication network and infrastructure, Communication Hubs and equipment cabinets shall follow the test requirements in the following related sections in the GDOT Standard Specifications and Special Provisions:

- Section 631 – Permanent Changeable Message Signs;
- Section 682 – Electrical Wire, Cable, and Conduit (Multi-cell and Continuous Flexible Conduit System);
- Section 797 – Hub Building;
- Section 935 – Fiber Optic Cable;
- Section 937–Detection System;

- Section 939 – Communication and Electrical Equipment;
- Section 940 – NaviGator Advanced Transportation Management System Integration;
- Special Provision Section 936 – Closed Circuit Television (CCTV).

GDOT ITS, Communication Hub and Communication Network testing and final acceptance processes are to be conducted according to the applicable GDOT Standard Specifications, Special Provisions and as described herein.

## **17.4 Warranty**

The DB Team shall provide all warranties as set forth in the DB Agreement and specified in the Standard Specifications, Special Provisions and contained herein. In the event of conflicting warranty periods between the above, the longest warranty period identified shall be provided by the DB Team. All warranties shall commence upon Final Acceptance. Any additional costs incurred by the DB Team to meet the warranty requirements shall be the sole responsibility of the DB Team.

### **17.4.1 Protection of Existing ITS Signalization**

The DB Team shall ensure the existing GDOT ITS and existing Toll System (if exists) are protected from damage.

If necessary, any disruption to the existing GDOT and existing Toll System shall be planned and coordinated with GDOT and SRТА, respectively, and should meet the requirements per the Project Specifications.

#### **17.4.1.1 Existing System Inventory**

The DB Team shall conduct the field survey and provide a complete inventory of all ITS and Toll System components and infrastructure in the Project limits within thirty (30) calendar Days of NTP 1. The inventory shall include components and infrastructure to be removed and replaced, to be removed and relocated and to be left in place.

#### **17.4.1.2 ITS Locates**

The DB Team shall be required to locate the electrical and fiber optic conduits and cables within the construction limits. The DB Team shall obtain available ITS as-built and location information from GDOT and SRТА upon NTP 3 and shall be fully responsible for locating all existing, temporary and new ITS infrastructure and facilities until Final Acceptance. The DB Team shall be responsible for providing ITS locates requested by other consultants, contractors and/or utility companies within forty-eight (48) hours of receiving requests from GDOT or SRТА or from any other source from NTP 3 to Final Acceptance. The DB Team shall notify GDOT or SRТА of the date and location of each Locate Request and the date at which the locate was completed.

The DB Team shall fully cooperate with all utility owners during the design, survey and construction activities of the Project. The DB Team shall call Georgia 811 a minimum of forty-eight (48) hours and a maximum of ninety-six (96) hours before any excavation work.

#### ***17.4.1.3 ITS Preventative Maintenance***

GDOT and SRTA (and their respective maintenance contractors) will continue to provide routine and on-call maintenance for all ITS, Toll System equipment within the project area during the contract period. The DB Team shall cooperate with GDOT and SRTA by accommodating access to the site for GDOT or SRTA's maintenance contractor to perform routine or on-call maintenance.

#### ***17.4.1.4 ITS Repair and Replacement***

Throughout the construction period until the final acceptance of the project, the DB Team shall notify GDOT and SRTA of any damage to the existing ITS or Toll System field element or infrastructure that is caused by the DB Team, either due to the negligence or direct action of the DB team as soon as possible. GDOT or SRTA (or their respective maintenance contractors) will repair or replace the damaged ITS or Toll System field element or infrastructure. The DB Team shall be responsible for the total repair or replacement cost along with all fines per Volume 1, Exhibit 18.

If an existing ITS or Toll System element or infrastructure needs to be taken out of service due to construction related relocation or interruption or as required by the project specifications, the DB team shall provide GDOT or SRTA (depend on the ownership) a written notice seventy-two (72) hours in advance before taking control of the equipment. Any impacted equipment or component shall be replaced with an equivalent in new condition or per the project specifications. All replacement equipment or component is subject to the testing and acceptance requirements specified in the project specifications.

## 18 TRAFFIC CONTROL

### 18.1 General Requirements

*No additional requirements*

### 18.2 Administrative Requirements

#### 18.2.1 Transportation Management Plan

*No additional requirements*

### 18.3 Design Requirements

#### 18.3.1 Traffic Control Plans

*No additional requirements*

##### 18.3.1.1 Roadway Guidelines

*No additional requirements*

##### 18.3.1.1.1 Design Parameters for Traffic Control

*No additional requirements*

##### 18.3.1.1.2 Allowable Shoulder/Lane/Roadway Closures and Traffic Stage Changes

*Supplement Lane and Shoulder Closure During Design-Build Period Section of Volume 3 with the following:*

After Open to Tolling, closure of the Managed Lane shall be considered a Single Lane Closure.

Closure of a general purpose lane or auxiliary lane at any time shall be considered a Single Lane Closure.

1. I-85 SB and ramps between I-985 and Old Peachtree Road:

A. Single Lane Closure:

- i. Single lane closures are allowed between the hours of 8:00 pm to 5:00 am, Sunday through Thursday.
- ii. Single lane closures are allowed between the hours of 8:00 pm Friday to 7:00 am Saturday.
- iii. Single lane closures are allowed between the hours of 8:00 pm Saturday to 9:00 am Sunday.

- iv. Single lane closures are allowed between 10 am to 3 pm Monday through Friday.
- B. Double Lane Closure:
- i. Double lane closures are allowed between the hours of 11:00 pm to 5:00 am, Sunday through Thursday.
  - ii. Double lane closures are allowed between the hours of 11:00 pm Friday to 6:00 am Saturday.
  - iii. Double lane closures are allowed between the hours of 11:00 pm Saturday to 7:00 am Sunday.
- C. Triple Lane Closures:
- i. Triple lane closures are allowed between the hours of 12:00 am to 4:00 am Monday through Friday.
  - ii. Triple lane closures are allowed between the hours of 12:00 am Saturday to 5:00 am Saturday.
  - iii. Triple lane closures are allowed between the hours of 12:00 am Sunday to 5:00 am Sunday.
- D. Traffic Pacing:
- i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
2. I-85 SB and ramps between Hamilton Mill Road and I-985 (applies when three (3) or more lanes are open to traffic)
- A. Single Lane Closure:
- i. Single lane closures are allowed between the hours of 8:00 pm to 5:00 am, Sunday through Thursday.
  - ii. Single lane closures are allowed between the hours of 8:00 pm Friday to 7:00 am Saturday.
  - iii. Single lane closures are allowed between the hours of 8:00 pm Saturday to 9:00 am Sunday.
- B. Double Lane Closures (can occur when 3 lanes are open to traffic):
- i. Double lane closures are allowed between the hours of 10:00 pm to 5:00 am, Sunday through Thursday.
  - ii. Double lane closures are allowed between the hours of 10:00 pm Friday to 6:00 am Saturday.
  - iii. Double lane closures are allowed between the hours of 10:00 pm Saturday to 7:00 am Sunday.
- C. Traffic Pacing:

- i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
- 3. I-85 SB and ramps between Hamilton Mill Road and I-985 (Current configuration of two (2) lanes)
  - A. Single Lane Closure
    - i. Single lane closures are allowed between the hours of 9:00 pm to 5:00 am, Sunday through Thursday.
    - ii. Single lane closures are allowed between the hours of 9:00 pm Friday to 7:00 am Saturday.
    - iii. Single lane closures are allowed between the hours of 9:00 pm Saturday to 9:00 am Sunday.
  - B. Double Lane Closures are not allowed at any time.
  - C. Traffic Pacing:
    - i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
- 4. I-85 NB and ramps between Old Peachtree Road and I-985:
  - A. Single Lane Closure:
    - i. Single lane closures are allowed between the hours of 9:00 pm to 5:00 am, Sunday through Thursday.
    - ii. Single lane closures are allowed between the hours of 9:00 pm Friday to 7:00 am Saturday.
    - iii. Single lane closures are allowed between the hours of 9:00 pm Saturday to 9:00 am Sunday.
    - iv. Single lane closures are allowed between 9 am to 2 pm Monday through Friday.
  - B. Double Lane Closures:
    - i. Double lane closures are allowed between the hours of 11:00 pm to 5:00 am, Sunday through Thursday.
    - ii. Double lane closures are allowed between the hours of 11:00 pm Friday to 6:00 am Saturday.
    - iii. Double lane closures are allowed between the hours of 11:00 pm Saturday to 7:00 am Sunday.
  - C. Triple Lane Closures:
    - i. Triple lane closures are allowed between the hours of 12:00 am to 4:00 am, Monday through Friday.
    - ii. Triple lane closures are allowed between the hours of 12:00 am Saturday to 5:00 am Saturday.

- iii. Triple lane closures are allowed between the hours of 12:00 am Sunday to 5:00 am Sunday.
- D. Traffic Pacing:
  - i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
- 5. I-85 NB and ramps between I-985 to Hamilton Mill Road (applies when three (3) or more lanes are open to traffic):
  - A. Single Lane Closure (closure of the Express lane or an auxiliary lane is considered a single lane closure):
    - i. Single lane closures are allowed between the hours of 9:00 pm to 5:00 am, Sunday through Thursday.
    - ii. Single lane closures are allowed between the hours of 9:00 pm Friday to 7:00 am Saturday.
    - iii. Single lane closures are allowed between the hours of 9:00 pm Saturday to 9:00 am Sunday.
  - B. Double Lane Closures:
    - i. Double lane closures are allowed between the hours of 10:00 pm to 5:00 am, Sunday through Thursday.
    - ii. Double lane closures are allowed between the hours of 10:00 pm Friday to 6:00 am Saturday.
    - iii. Double lane closures are allowed between the hours of 10:00 pm Saturday to 7:00 am Sunday.
  - C. Traffic Pacing:
    - i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
- 6. I-85 NB and ramps between SR 20 to Hamilton Mill Road (Current configuration of two (2) lanes)
  - A. Single Lane Closure
    - i. Single lane closures are allowed between the hours of 9:00 pm to 5:00 am, Sunday through Thursday.
    - ii. Single lane closures are allowed between the hours of 9:00 pm Friday to 7:00 am Saturday.
    - iii. Single lane closures are allowed between the hours of 9:00 pm Saturday to 9:00 am Sunday.
  - B. Double Lane Closures are not allowed at any time.
  - C. Traffic Pacing:



- i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
7. The DB Team shall not install a complete closure of I-85 in either direction.
8. SR 20 EB & WB:
  - A. Single Lane Closure:
    - i. Single lane closures are allowed between the hours of 10:00 am to 3:00 pm Monday through Friday.
    - ii. Single lane closures are allowed between the hours of 9:00 pm to 6:00 am Monday through Sunday.
  - B. Double Lane Closures:
    - i. Double lane closures are not allowed at any time.
  - C. Traffic Pacing:
    - i. Traffic pacing will be allowed between the hours of 11 pm to 4 am daily.
9. Gwinnett Braves and Gwinnett Area Concerts, Major Events, or Games:
  - A. No lane closures will be allowed that affects traffic a minimum of 2 hours before and 2 hours after a concert, Major Event, or Games. It is the responsibility of the Contractor to verify the schedule and plan The Work accordingly.
10. Thanksgiving through Christmas Holiday Restrictions:
  - A. No lane closures will be allowed during the day on SR 20 and on I-85 between I-985 to Hamilton Mill Road between the Wednesday before Thanksgiving to January 2<sup>nd</sup> on a yearly basis. It is the responsibility of the Contractor to verify the schedule and plan The Work accordingly.
11. Long Term Shoulder Closure:
  - A. Long term shoulder closures will be allowed on one shoulder with the Department’s approval in areas where there is an inside and outside shoulder. The shoulder opposite of the closed shoulder shall have a minimum width of eight (8) feet except in areas where the existing concrete median barrier is less than eight (8) feet from the inside edge of travel way. Shoulder closure will be allowed for a maximum of one hundred and eighty (180) days and a maximum distance of one (1) mile. There should be at least one (1) mile between long term shoulder closures. Long term shoulder closure is defined as any shoulder closures longer than times allowed in this section.

## **18.4 Construction Requirements**

### **18.4.1 DB Team Responsibility**

Prior to installation of managed lane striping and conversion of existing general purpose lanes to Managed Lanes, DB Team shall construct and open to traffic required widening to maintain the existing number of general purpose lanes. All general purpose lanes must be maintained outside of the allowable lane closure hours indicated in this Section.

Milled surfaces cannot remain as driving surfaces when lane closures are removed and lanes are opened to traffic.

For median construction work adjacent to the interstate where there is a difference in elevation four (4) inches or greater, the DB Team shall install temporary barrier wall to separate the work zone from the travel lanes at all times until the following conditions have been met:

- Installation of the permanent concrete barrier
- The difference in elevation is less than four (4) inches

DB Team shall coordinate with SRTA to ensure that temporary barrier wall has been removed prior to SRTA testing that requires weaving in and out of the managed lane. The DB Team shall replace the temporary barrier wall with other traffic control measures as allowed by GDOT Standard Specification Section 150 that can allow entering and exiting the managed lane for SRTA. Traffic control devices shall be placed to allow SRTA access to the entire width of the managed lane.

During SRTA Installation, Commissioning Testing, Integration Testing, and End-to-End Testing the DB Team shall install lane closures as requested by GDOT and SRTA. Such lane closures shall be for use of only GDOT and SRTA and shall not be shared with the DB Team or any other Contractor or Subcontractor. Lane closures as requested by GDOT or SRTA shall be for 1000' or two (2) miles. SRTA requested lane closures shall be single lane closures. Single lane closures shall mean closure of the adjacent general purpose lane to the Managed Lane. All SRTA requested single lane closures shall occur within one (1) hour of the allowable lane closure times as defined elsewhere in this Section. SRTA single lane closures shall remain in effect until one (1) hour prior to the lane(s) needing to be reopened to traffic as defined elsewhere in this Section. The DB Team shall provide up to fifty (50) - 1000' closures and up to thirty-five (35) - two (2) mile closures.

The DB Team shall provide up to forty (40) occurrences where the entire managed lane and adjacent shoulder are available for the full length of the Project. This shall require the first eight feet (8') of the managed lane (as measured from the shoulder) and adjacent shoulder to be free from debris and any traffic control devices for the full length of the Project.

SRTA will provide the DB Team fourteen (14) days' notice for any required lane closure or shifting of traffic control equipment.

The scope of work anticipated during SRTA Installation, Commissioning Testing, Integration Testing, and End-to-End Testing are described below. All lane closures and traffic control measures required for this work are included in the lane closure and traffic control requirements above.

SRTA Tolling System Installation and Testing:

The below describes the requirements of SRTA for installation and testing at each of the toll gantry locations. The DB Team shall provide traffic control for the below described SRTA activities.

- Installation:

The DB Team shall provide traffic control such that SRTA will have a work zone from 500 feet upstream to 200 feet downstream of each managed lane of each Toll Collection Site gantry. All associated infrastructure is required to be accessible to SRTA for the Toll Collection Site equipment installation.

Within the loop footprint plus 25 feet upstream and downstream as depicted in the Attachments, SRTA will need to be able to cut loops within two feet of the edge of stripe on both sides of the lane. The existing traffic control will have to be modified to accommodate this activity. The remainder of the traffic control will need to be adjusted such that SRTA is able to drive a test vehicle at approximately 30 mph underneath the gantry.

The numbers of toll collection sites that are turned over for installation are as defined in the milestone schedule of this RFP. This activity shall require up to four non-consecutive days per site.

- Commissioning:

SRTA will require access to both the managed lane and adjacent general purpose lane in order to conduct commissioning at each fully installed Toll Collection Site location. Access includes both ingress and egress from the work zone.

The DB Team shall provide traffic control such that a SRTA test vehicle can do the following while traveling at highway speeds:

- Drive in the managed lane while centered in that lane
- Drive in between the managed lane and the adjacent general purpose while straddling the double white stripe
- Drive in the adjacent general purpose lane while centered in that lane

The DB Team shall coordinate access to these sites for commissioning with SRTA with the following constraints:

- When access is provided for more than one site, sites must be contiguous.
- It is anticipated that no more than three fully-installed, contiguous Toll Collection Site locations in one direction of travel can undergo commissioning at any given period of time. The actual number of locations is subject to the GDOT maximum lane closure distance specifications.
- It is anticipated that only one grouping of contiguous Toll Collection Sites will be tested at a time by SRTA.
- Each grouping of contiguous Toll Collection Sites will require two non-consecutive days of traffic control.

- Integration Testing:

SRTA will require access to the managed lane for integration testing after all prior phases of testing have been completed. Access includes both ingress and egress from the work zone at the beginning and end of the facility, as well as access in and out of the weave zones at highway speeds.

The DB Team shall provide traffic control such that a SRTA test vehicle can do the following while traveling at highway speeds:

- Drive the entire length of the managed lane facility. The test vehicle can straddle the shoulder and the managed lane as long as eight feet of the managed lane is open and the shoulder is unobstructed the entire length of the facility.
- Drive the entire length of the managed lane facility while entering and exiting at the designated weave zones.
- Drive the entire length of the adjacent general purpose lane.
- Testing will occur concurrently for both the northbound and southbound managed lane.

Work will be completed in fifteen (15) consecutive days with a mix of daytime and nighttime activity.

- End-to-End Testing:

SRTA will require access to the managed lane for End-to-End testing after all prior phases of testing have been completed. Access includes both ingress and egress from the work zone at the beginning and end of the facility, as well as access in and out of the weave zones at highway speeds. Test toll rate messages will be posted on the Toll Rate CMS signs.

The DB Team shall provide traffic control such that a SRTA test vehicle can do the following while traveling at highway speeds:

- Drive the entire length of the managed lane facility. The test vehicle can straddle the shoulder and the managed lane as long as eight feet (8') of the managed lane is open and the shoulder is unobstructed the entire length of facility.
- Drive the entire length of the managed lane while entering and exiting at the designated weave zones.
- Drive the entire length of the adjacent general purpose lane.
- Testing will occur concurrently for both the northbound and southbound managed lane.
- Drive northbound from the existing managed lane into the contiguous facility (this project) to build a continuous trip.
- Drive southbound from the managed lane (this project) into the contiguous existing managed lane to build a continuous trip.

Work will be completed in up to two non-consecutive days during the nighttime.

The DB Team shall coordinate with SRTA to remove all traffic control and un-bag signage as required to achieve Open to Tolling as defined by Section 21. GDOT and SRTA will notify the DB Team of the Open to Tolling dates at least fourteen (14) days prior to Open to Tolling. The DB Team shall coordinate to allow both directions of travel to become Open to Tolling in one night so that the managed lane can be Open to Tolling by 6:00 AM the following morning. Un-bagging may occur over seven (7) days and shall be complete by Open to Tolling. Traffic control shall be removed the night before Open to Tolling.

#### **18.4.2 Access**

*No additional requirements*

#### **18.4.3 Detours**

*No additional requirements*

## **19 MAINTENANCE DURING THE DESIGN-BUILD PERIOD**

### **19.1 General Requirements**

#### **19.1.1 Reserved**

#### **19.1.2 GDOT Obligation to Repair**

*No additional requirements*

## 20 Reserved.

## 21 TOLLING

### 21.1 GENERAL DESCRIPTION

The improvements, infrastructure, and responsibilities for tolling are generally described below. For the purposes of the DB Documents, Open to Tolling shall mean the date that GDOT will open the Managed Lanes to traffic and SRTA may begin toll collections.

Sections 21 and 17 and the Attachments to each Section are all intended to be read together to determine the complete Tolling and GDOT ITS requirements for the Project. If conflicts or discrepancies exist between these Sections and Attachments, the DB Team shall submit a Request for Information (RFI) as described in Volume 3 – Section 2 to GDOT and SRTA for guidance on which requirement shall take precedence. The DB Team shall not receive additional compensation for conflicts and discrepancies that are identified after the Project award. It is the responsibility of the DB Team to identify any conflicts or discrepancies prior to the Deadline for Proposers to submit questions regarding the RFP as identified in the Instructions to Proposers - Section 1.4.

#### 21.1.1 General Purpose

This work includes the design, procurement and installation of the Toll System Infrastructure required to support the Toll System as described herein and depicted in the referenced Attachments. The types of Toll System Sites within the Project include:

- Toll Collection Sites
  - Bidirectional – Toll Collection Site in which the structure and/or toll equipment cabinets and Toll System equipment and components within are shared to support Managed Lane tolling in both directions of travel.
  - Single direction (with barrier or guardrail) – Toll Collection Site in which the structure and/or toll equipment cabinets and Toll System equipment within are used to support managed lane tolling in one direction.
- Toll General Purpose Lanes Scanning Sites (Toll GPLS Site)
- Toll Rate CMS Sites
- Toll Rate CCTV and Toll CCTV Only Sites (as required per DB Team final design)

Drawing of the typical layout for each Toll System Site type are provided in Attachment 21-2: Typical Toll System Site Drawings. Typical layouts include various grouping of the types of Toll System Sites listed above (for example, a Toll GPLS Site may also include a Toll CCTV camera or Toll Rate CCTV camera using the same structure, some of the same conduits and the same toll equipment cabinet).

The locations of the Toll System Sites are depicted in Attachment 17-2: Roll Plots and the quantities of the toll equipment cabinets are listed by location in Attachment 17-1: Device and Toll System Site by Location List.



Although some of the Toll System equipment described in this section may be identical or similar to the GDOT ITS equipment described in Section 17, the equipment described in this section are separate and distinct. The ITS equipment described in this section are integral components of the Toll System and will be installed and controlled by SRTA and will communicate via a separate communications network, have separate power feeds and toll equipment cabinets and in most cases separate structures and conduits. In some cases both SRTA and GDOT ITS equipment may share a structure and/or conduits (for example it may be appropriate to locate both SRTA and GDOT ITS CCTV cameras on the same structure).

### **21.1.2 Toll System Infrastructure**

Toll System Infrastructure shall be designed and constructed by the DB Team. The Toll System Infrastructure includes those elements required for the Toll System including, but not limited to toll gantries, poles, and other structures; equipment mounting structures; static portion of the toll rate sign (excluding Toll Rate CMS); power; duct bank; a fiber backbone communications network; fiber laterals (drop fiber); Ground Mount Toll Equipment Cabinets with HVAC on concrete pads and conduits, stub-ups; Pole Mount Toll Equipment Cabinets and conduits; separate power and communications conduits to the equipment cabinets; conduits from the toll equipment cabinets to the structures; structure mounted conduits and wireways to the toll equipment enclosures and equipment mounting locations; junction boxes (JBOX); ground boxes; Communication Hub Buildings with HVAC systems; fencing; barriers; support walls; maintenance areas; NEC compliant grounding systems; lightning protection, and related elements. Prior to submission of Preliminary Toll System and ITS Plans, the DB Team shall provide any proposed changes to locations of Toll System Infrastructure including those items shown in Attachment 17-2: Roll Plots to SRTA for review and acceptance.

### **21.1.3 Toll System Improvements**

The Toll System shall be procured, designed and installed by SRTA. The Toll System includes, but is not limited to, Automatic Vehicle Identification (AVI) readers; over-lane AVI antennas; in-pavement vehicle detection loops; lane controllers; Violation Enforcement Systems (VES) cameras; Toll Rate CMS; Toll Rate CCTV cameras; Toll CCTV cameras; toll Microwave Detection Sensors (MDSs); communications wiring from the toll equipment cabinets to toll equipment; power wiring from the toll equipment cabinets to toll equipment; power backup systems (UPSs); Layer 2 and Layer 3 network electronics for the Toll System network; equipment specific brackets and downarms for attaching equipment to the DB Team provided mounting structures; other incidental items necessary to complete the work, and integration services.

The Toll System equipment provided and installed by SRTA are detailed in Attachment 21-2: Typical Toll System Site Drawings.

All equipment and infrastructure not explicitly stated as provided by SRTA are the responsibility of the DB Team to design, procure and install.

## 21.2 Responsibilities

Multiple contractors may work on the Project during design, construction and implementation. The DB Team shall be responsible for coordination of its Work with all such parties.

### 21.2.1 Division of DB Team and SRTA Responsibilities

Specific delineations between the DB Team and SRTA are provided in Attachment 21-1: Toll Responsibility Matrix. Conflicts between the responsibility matrix and any section contained herein shall be presented to GDOT through the RFI process described in Volume 3, Section 2 for a final decision, with concurrence from SRTA on Toll System Infrastructure items. The DB Team shall not receive additional compensation for conflicts and discrepancies that are identified after the Project award. It is the responsibility of the DB Team to identify any conflicts or discrepancies prior to the Deadline for Proposers to submit questions regarding RFP as identified in the Instructions to Proposers, Section 1.4.

The design, construction and installation of the Toll System Infrastructure is critical to the operation and maintenance of the Toll System. Therefore, the DB Team shall gain concurrence in advance from both GDOT and SRTA before constructing or installing Toll System Infrastructure that deviates from the designs and plans (either provided as part of the DB Documents or accepted design and plans after project award).

#### 21.2.1.1 DB Team Responsibilities

The DB Team shall coordinate with GDOT, SRTA and their designates, as well as utility and telecommunication providers, and other contractors that may be obtained by the involved parties to successfully complete the Project. Close coordination with all contractors is essential. Meetings shall be scheduled weekly, unless otherwise accepted by GDOT, and attended by authorized and qualified representatives of the DB Team and include representatives from each entity that is involved with any aspect of the work in progress. Initial coordination meetings may be less frequent if accepted by GDOT. The DB Team shall coordinate with SRTA and all other contractors in the planning, scheduling, design and construction of the Toll System Infrastructure. The DB Team shall develop and integrate schedules into the Critical Path Method (CPM) schedule, refer to Volume 3, Section 2.2. The DB Team shall meet all Milestone Dates as identified in Volume 1, Exhibit 9 necessary to achieve Substantial Completion and to not delay Open to Tolling that includes intermediate completion dates (for example turning over Toll System Sites to SRTA for Toll System installation).

The DB Team shall design, coordinate, and confirm with SRTA the design of and requirements for all components of the Toll System Infrastructure. The DB Team shall be responsible for coordinating with the local utility companies to acquire the necessary electrical services to support all Toll System Sites. These include, but are not limited to, submitting the necessary applications on GDOT's or SRTA's behalf (as applicable),

managing the design and construction work of any third parties, obtaining the necessary permits, and paying for all associated fees, charges and expenses.

### **21.2.1.2 SRTA Responsibilities**

SRTA shall design, procure, install, integrate and test the Toll System on the Toll System Infrastructure installed by the DB Team, including:

- All Toll System equipment and components explicitly identified as provided by SRTA;
- Electrical leads, communications cabling and other required cabling from the toll equipment cabinet to the Toll System equipment;
- Equipment specific mounting brackets required for the installation of all Toll System equipment and components to the Toll System infrastructure.

## **21.3 Toll System Elements**

As support information for the DB Team, the Toll System includes the following high-level components:

**Lane Controller:** The lane controller is composed of redundant roadside computers located in a toll equipment cabinet near the Toll Collection Sites with high availability performance requirements. The lane controller manages and communicates to all toll equipment and sensors; and generates, stores, and transmits the transponder and video transactions to the Facility Server.

**Automatic Vehicle Identification (AVI) subsystem:** The AVI subsystem installed at the Toll Collection Sites and the Toll GPLS Sites is required to be interoperable with other SRTA AVI systems. Antennas will be mounted on toll gantry structures at each Toll Collection Site and Toll GPLS Site. Reader(s) that transmit and receive signals through the antennas will be installed on a gantry mounted AVI enclosure.

**Violation Enforcement System (VES):** Each Toll Collection Site will contain a Violation Enforcement System (VES) configured for real-time enforcement, consisting of the following:

- Rear VES camera and illumination per lane to collect digital images of a vehicle's license plate.;
- Image server(s) that communicate with the VES camera to store images. All servers will be installed in the toll equipment cabinet located nearby at the Toll Collection Site.

**Automatic Vehicle Detection (AVD) Subsystem:** Each Toll Collection Site will contain an AVD system comprised of in-pavement loops that detects the presence of vehicles. The AVD subsystem also triggers the VES cameras to capture license plate images for video transactions. Associated controllers will be installed in the cabinets located at the Toll Collection Site.

**Toll Rate Changeable Message Sign (CMS):** The Toll Rate CMS is integrated into overhead static sign panels to provide the current toll rates for use of the Managed Lanes.

**Toll Rate CCTV Camera:** The Toll Rate CCTV camera faces the Toll Rate CMS and records the current toll rates being displayed. The recorded video of the historical displayed toll rates is then available for auditing purposes.

**Toll Microwave Detection Sensor (MDS):** The Toll MDS detects vehicles by projecting a beam of microwave energy across traffic lanes perpendicular to the direction of travel. The Toll MDS equipment is mounted to an outrigger on a pole or the interior upright of an overhead structure. The Toll MDS is aimed at the General Purpose lanes for a single direction of travel and provides accurate traffic speed and volume data.

**Toll CCTV Cameras:** The Toll CCTV Cameras monitor traffic and incidents on the roadway and are controlled by SRTA.

## 21.4 Toll System Infrastructure

The DB Team shall design and construct the Toll System Infrastructure in accordance with the requirements and specifications provided herein.

### 21.4.1 Toll System Sites

The DB Team shall design and construct the Toll System Infrastructure in accordance with the Toll System Sites identified in Attachment 17-2: Roll Plots or as accepted by GDOT and SRTA. Although the DB Team may reasonably adjust the Toll System Sites due to such issues as utility conflicts, site or environmental conditions, the DB Team shall obtain acceptance from both GDOT and SRTA for all location adjustments, with final acceptance of the proposed locations residing with SRTA. Such adjustment and acceptance must be obtained prior to submission of the Preliminary Toll System and ITS Plans. The DB Team is prohibited from removing or consolidating the number of Toll System Sites without the prior acceptance of GDOT and SRTA. The Toll layouts and the placement of the equipment will vary based upon the requirements of the Toll System Site and the location, and the Toll System Infrastructure design and installation shall accommodate these variances. Typical drawings for the different Toll System Site layouts are provided in Attachment 21-2: Typical Toll System Site Drawings.

The Toll CCTV System is separate and distinct from the GDOT ITS CCTV System and the DB Team shall install the infrastructure for the Toll CCTV system, with the cameras and enclosures being furnished and installed by SRTA. The Toll CCTV locations and infrastructure shall be designed by the DB Team to provide the coverage and adhere to the CCTV infrastructure design criteria and camera specifications specified in Section 17.2.1. SRTA intends to install cameras that meet the same requirements as GDOT ITS CCTV cameras. The placement of the Toll CCTV Cameras depicted in Attachment 17-2: Roll Plots are conceptual only. The DB Team is responsible for final design and

placement of the Toll CCTV Cameras and installation of the infrastructure as described in Attachment 21-1: Toll Responsibility Matrix.

The Toll CCTV system shall also be designed to provide overlapping, continuous coverage between adjacent cameras of the general purpose lanes and Managed Lanes. Toll Rate CCTV cameras are for Toll Rate CMS monitoring only and should not be included in the DB Team's evaluation of Toll CCTV system coverage.

Early in the preliminary design schedule, the DB Team shall submit for SRTA review the respective evidences that the Toll CCTV system design provides coverage as described above and independent from GDOT ITS CCTV camera coverage.

A Toll Rate CCTV camera is associated with each Toll Rate CMS Site and faces the Toll Rate CMS for the purpose of recording the current toll rate being displayed. Although they are associated with the Toll Rate CMS Site, the DB Team provided infrastructure for the Toll Rate CCTV camera shall be located upstream from the Toll Rate CMS Site. The Toll Rate CCTV camera infrastructure may be designed by the DB Team to be part of a separate Toll System or ITS Site that may require a dedicated infrastructure site or may be integrated with the Toll Rate CMS site. The Toll Rate CCTV camera mounting structure shall be between 100 and 1500 feet of the Toll Rate CMS.

Although the Toll CCTV camera and Toll Rate CCTV cameras and enclosures will be installed by SRTA, the design and installation of the Toll System Infrastructure as it relates to the Toll CCTV Sites and Toll Rate CCTV Sites shall be governed by the applicable specifications and requirements in Section 17.2.1 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

A subset of the Toll System Sites are designated as Toll Collection Sites where the Managed Lanes toll payment transactions are created. The Toll Zones, which are the Managed Lanes sections where toll collection takes place, are one hundred fifty (150) feet in length, typically including seventy five (75) feet in each direction from the toll gantry.

The DB Team shall design and construct the Toll Collection Sites. The Toll Collection Sites shall be located as shown in Attachment 17-2: Roll Plots. The DB Team may reasonably adjust the Toll Collection Sites due to such issues as utility conflicts, site or environmental conditions, the DB Team shall obtain acceptance from both GDOT and SRTA for all location adjustments, with final acceptance of the proposed locations residing with SRTA. Such adjustment and acceptance must be obtained prior to submission of the Preliminary Toll System and ITS Plans. Placement of the Toll Collection Sites is intended to avoid merging areas and weaving sections to minimize lane changes and shall not be located on elevated bridge structures without the concurrence of SRTA and acceptance by GDOT. Preferably, Toll Zones are located along at grade sections or wall supported sections that are no higher than ten (10) feet above existing grade. Locations shall not coincide with any ITS induction loops, ramp meters, or any other ITS equipment without concurrence of SRTA and acceptance by

GDOT. Additionally, Toll Zone locations shall not be within thirty five (35) feet of underground or overhead utilities and utility crossings including storm drainage. The Toll Zone shall accommodate the requirements and work of SRTA, utility and other contractors.

**Horizontal Alignment:** The Toll Zone Gantry shall be installed perpendicular to the roadway. The Toll Zone typical section shall have the same lane and shoulder widths as the Managed Lanes, ramps and/or access locations, unless confirmed by SRTA and accepted by GDOT.

**Vertical Profile:** The maximum grade through the Toll Zone shall not exceed 4%.

**Cross Slope:** Cross slope in the Toll Zones shall not exceed 4%.

The DB Team shall be responsible for incorporating all geometric modifications (based upon costing plans provided by GDOT to the DB Team) to construct the Toll Collection Sites at the locations identified in Attachment 17-2: Roll Plots according to the horizontal alignment, vertical profile and cross slope requirements provided above.

#### **21.4.2 Toll System Structures**

Typical Toll System Sites layouts, including gantry and structure placements are depicted in Attachment 21-2: Typical Toll System Site Drawings.

##### **21.4.2.1 Toll Gantry Structures - Toll Collection Sites and Toll GPLS Sites**

Toll gantries shall be designed and configured to allow maintenance access to all signing, lighting and Toll System equipment from bucket trucks. The DB Team shall design and construct toll gantries in conformance with Attachment 17-2: Roll Plots, Attachment 21-2: Typical Toll System Site Drawings, Section 21.5, and the following requirements:

**Design Standard:** The DB Team shall design and construct the toll gantries using GDOT Type I, Type II, Type III and Type IV structures as specified in GDOT Standard Specifications Section 638. Type II structures shall not be utilized when the toll gantries also contains static or CMS signs. The horizontal alignment of the Toll Zones and Toll GPLS Sites shall be perpendicular to the travel lane(s). Toll gantry columns shall be protected by concrete traffic barrier or guardrail.

**Design Loads:** Toll gantries shall be designed and constructed to support all loads due to over-the-lane Toll Systems as determined by SRTA and as provided below:

- 5th Ed., or most current AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals (AASHTO LTS);
- Co-located static signage or front access Toll Rate CMS signage with dimensions of up to eight (8) feet vertical and thirty (30) feet in width mounted on the horizontal “over the road” toll gantry support. The structure shall be

designed to support proposed toll equipment and a maximum Toll Rate CMS weight of three thousand (3000) pounds;

- Primary design wind will be performed in accordance with Section 3 of the AASHTO LTS, except where wind drag effect is computed for Toll Rate CMS signs in accordance with Table 3-6. Use wind drag coefficient of 1.2, substituted for the noted 1.7 value shown in the table. Note 'g' for this table recognizes that the 1.7 value is arbitrary;
- The design and installation of the Toll System Infrastructure as it relates to the Toll Rate CMS shall be governed by the applicable specifications and requirements in Section 17.2.3 unless directly addressed in Section 21, Attachment 17-2: Roll Plots or Attachment 21-2: Typical Toll System Site Drawings.

**Serviceability:** For concerns related to wind induced deflections and vibration behavior, utilize wind speed corresponding to the Natural Wind Gust fatigue event from Section 11.7.3 of the AASHTO LTS (11.2 mph) as a substitute for the full wind design speed, as it will offer a far more accurate prediction of the everyday behavior of the structure.

Toll gantries shall be designed and installed by the DB Team and shall include the foundations, structural supports, trusses, cable trays, conduits, junction boxes (JBOXs), ground boxes, grounding, lightning protection, and any related ancillary items to meet the requirements for the Toll System and SRTA. The design shall be confirmed by SRTA and accepted by GDOT prior to construction.

When the Toll System Infrastructure uses existing structures, the grounding system and lightning protection for that structure shall be updated by the DB Team to current specifications.

The design and installation of the Toll System Infrastructure as it relates to the Electrical and Grounding shall be governed by the requirements and specification outlined in Section 17.2.5 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

#### **21.4.2.2 Mounting Structures**

Included as part of the DB Team provided structures, the DB Team shall also provide mounting structures for the attachment of Toll System equipment and components. GDOT Standard shall apply except where SRTA's mounting and loading requirements described below are more stringent. Requirements for the mounting structures include:

Toll Collection Site:

Mounting Structure for AVI Antenna over the center of the Managed Lane:

- 4"-8" OD structure;
- 19' high clearance from center of express lane;
- Structure extends 2' past the centerline of express lane;
- Capable of supporting 50lb;

- Vibration tolerance: 1 Grms, 10 to 500 Hz;
- +/- 1 inch all planes and +/- 1 degree of rotation all axes.

VES Vertical Mounting Pole mounted on the center barrier or 3' from the edge of the roadway:

- 4"-8" OD pole;
- 15' high measured from center of Managed Lanes;
- Capable of supporting 50lb;
- Vibration tolerance: 1 Grms, 10 to 500 Hz;
- +/- 1 inch all planes and +/- 1 degree of rotation all axes;
- See the specific VES vertical mounting pole location tables in Attachment 21-2: Typical Toll System Site Drawings.

Structural Support for Toll MDS mounted on the gantry upright:

- 4"-8" OD structure;
- 17'-18' high elevation above travel lanes;
- Structure extends 10' past the gantry span in direction of travel;
- Capable of supporting 20lb;
- Vibration tolerance: .5G up to 30Hz;
- +/- 1 inch all planes and +/- 1 degree of rotation all axes.

Toll GPLS Site:

Mounting Structure for AVI Antenna over the center of GP lanes (1 per GP lane)

- 4"-8" OD structure;
- 19' minimum, 25' maximum clearance from roadway surface;
- Vertical structure capable of supporting 50lb per lane mounted CL of the lane;
- Vibration tolerance: 1 Grms, 10 to 500 Hz;
- +/- 1 inch all planes and +/- 1 degree of rotation all axes;

Toll Rate CMS:

Mounting Structure for Toll Rate CMS mounted within the static sign panel:

- 10-Character sign
  - 1'10" height x 11'2" length;
  - 100lbs weight (140lbs weight if mounting brackets used).
- 7-Character sign
  - 1'10" height x 7'11" length;
  - 77lbs weight (101lbs weight if mounting brackets used).
- See RFP specifications for location of CMS displays within the static sign panels.

Mounting Structure for Toll CCTV camera and Toll Rate CCTV camera mounted on the Toll Collection or GPLS Site Gantry:

- 4"-8" OD pole;
- Pole extends 10' minimum above gantry;
- Capable of supporting 15lb;



- See Section 17.2.1.3 for specifications for CCTV camera vibration and deflection requirements.

#### Toll CCTV-Only or Toll Rate CCTV-Only Site

Mounting Structure for Toll CCTV-Only or Toll Rate CCTV-Only Site (if required per DB Team's design)

- See Section 17.2.1.3 for Toll CCTV-Only or Toll Rate CCTV-Only Site Structural support requirements, which are the same as GDOT ITS CCTV structural requirements.

#### **21.4.2.3 Toll Rate CMS Signage and Structure**

The DB Team shall provide the static sign panels for the Toll Rate CMS signage and structures. Typical drawings of the required Toll Rate CMS signage and structures are provided in Attachment 21-2: Typical Toll System Site Drawings.

The design and installation of the Toll System Infrastructure as it relates to the Toll Rate CMS shall be governed by the applicable specifications and requirements in Section 17.2.3 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

#### **21.4.2.4 Toll CCTV and Toll Rate CCTV Structures**

The DB Team shall provide Toll CCTV and Toll Rate CCTV structures. Typical drawings of the required Toll CCTV and Toll Rate CCTV, when integrated within Toll System Sites, are provided in Attachment 21-2: Typical Toll System Site Drawings.

The design and installation of the Toll System Infrastructure as it relates to the Toll CCTV and Toll Rate CCTV Sites shall be governed by the applicable specifications and requirements in Section 17.2.1 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

#### **21.4.2.5 Toll CCTV-Only and Toll Rate CCTV-Only Site Structures**

For Toll CCTV-Only and Toll Rate CCTV-Only Sites (if required per the DB Team design), the design and installation of the Toll System Infrastructure as it relates to the Toll CCTV and Toll Rate CCTV-Only Sites shall be governed by the applicable specifications and requirements in Section 17.2.1 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

#### **21.4.2.6 Toll MDS Structures**

The DB Team shall provide Toll MDS structures integrated into the Toll Collection Sites. The design and installation of the Toll System Infrastructure as it relates to the Toll MDS shall be governed by the applicable specifications and requirements in Section 17.2.2 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

### **21.4.3 Toll System Fiber Communications Network**

The Toll System fiber communications network shall be separate and distinct from the GDOT ITS network and is depicted in Attachment 21-3: Toll System Infrastructure Fiber Diagram. The specifications and requirements that govern the design, installation, testing and acceptance of the toll system fiber communications network shall be the same as those for the ITS fiber communications network in Section 17.

The design and installation of the Toll System Infrastructure as it relates to the Toll System fiber communications network shall be governed by the requirements and specification outlined in Section 17.2.4 unless directly addressed in Section 21 or Attachment 21-3: Toll System Infrastructure Fiber Diagram.

### **21.4.4 Toll System Maintenance Area**

For the non-barrier mounted, guardrail protected Toll System Sites, including all Toll System roadside toll equipment cabinets, the DB Team shall provide a vehicle access point in which maintenance personnel can safely park and exit a vehicle in order to service the roadside toll equipment cabinets, other Toll System enclosures, and toll equipment. The access point shall have a twelve foot (12') shoulder and be located directly adjacent to the Toll System Site or roadside toll equipment cabinets. In areas where it is demonstrated, and agreed to by GDOT and SRTA, that access cannot be provided directly adjacent, then the vehicle access point should be no more than 300 feet from the area where maintenance is performed. Maintenance personnel should be able to safely traverse between vehicle access points and maintenance areas. If a twelve foot (12') shoulder is not feasible, then there should be an area 12 feet wide or larger with a recoverable slope, flatter than 4H:1V, in which maintenance personnel can safely park and exit a vehicle in order to provide maintenance.

### **21.4.5 Radio Frequency Requirements**

#### ***21.4.5.1 Radio Frequency Interference Requirements***

Toll System Sites using radio frequency (RF) equipment shall be free from radio frequency interference. The Toll System operates on frequencies between 908 to 928 MHz and requires noise and interference below acceptable tolerances. SRTA is responsible to perform the radio frequency (RF) spectrum analysis to verify non-interference. The DB Team shall support SRTA in this effort and provide reasonable access to the Project for RF analysis data gathering, which shall be conducted after the DB Team provides a preliminary design that includes Toll System Site locations. Toll System Sites using radio frequency (RF) equipment shall not be located where interference exists. The DB Team will work with SRTA in making any required Toll System Site location changes due to RF interference.

As part of the Toll System Sites Coordinates for RF Equipment submittal, the DB Team shall provide coordinates for all Toll System Sites where RF equipment is installed.

## **21.5 Toll System Infrastructure Design and Construction Requirements**

Prior to beginning design efforts, the DB Team shall conduct two (2) ITS & Toll System Design Workshop(s) with GDOT and SRTA. The first workshop shall be conducted after roadway geometry is established but before beginning design efforts for the Toll System Infrastructure. DB Team shall coordinate with SRTA in determining detailed specifications for each element of work. The DB Team will incorporate SRTA's requirements into the Preliminary Toll System and ITS Plans and Preliminary Lighting/Electrical Plans and submit design plans to GDOT and SRTA for review and acceptance by GDOT and SRTA, as identified in the Submittal Requirements. In accordance with the requirements and suitable to accommodate installation and maintenance of the Toll System, the plans shall provide detail for all components identified as part of the Toll System Infrastructure.

The DB Team shall provide Prototype Toll Plans corresponding to each type of location, see Attachment 21-2: Typical Toll System Site Drawings, as well as all Toll System Infrastructure items that support the project as a whole, to GDOT and SRTA for review and acceptance prior to initiating design efforts on the remaining Sites. Unless otherwise agreed to by GDOT and SRTA, the Prototype Toll Plans shall meet the requirements of the Preliminary Toll System and ITS Plans as defined in Attachment 23-1: Toll and ITS Plan Submittals Checklist. This process is intended to identify early modifications to design plans, identify points of clarification and ultimately streamline design and design review efforts.

The design and installation of the Toll System Infrastructure shall be governed by the requirements and specification provided in Section 21, Attachment 21-2: Typical Toll System Site Drawings and Attachment 21-1: Toll Responsibility Matrix.

The design and installation of the Toll System Infrastructure as it relates to the Electrical, Lightning Protection, and Grounding shall be governed by the requirements and specification outlined in Section 17.2.5 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

All DB Team procured and installed conduit shall include pull strings.

### **21.5.1 Toll System Infrastructure - Site Installation**

Working with SRTA, the DB Team shall design, procure, and install various site infrastructure elements, including site work, maintenance access area, and power and communication services to support the installation of the Toll System. It is the responsibility of the DB Team to coordinate applicable design activities with SRTA, fully integrate the SRTA requirements and schedule; and to provide qualified design and technical staff that are aware of constraints and considerations within the Toll System Sites. The DB Team shall design and construct primary electrical services systems based upon the Toll System electrical requirements identified in these Technical

Specifications. Additionally, the DB Team shall provide a fiber backbone design for each location.

### **21.5.2 Toll System Infrastructure - Sub-Grade**

Based upon coordinated efforts with SRTA, the DB Team shall design and construct all Sub-Grade items at each Toll System Site as required to accommodate the Toll System, including but not limited to:

- Conduit and duct bank systems for fiber, communication, and electrical distribution systems;
- All sub-grade electrical power service, feeder and branch circuit conductors;
- Power and communications from service feeder to the toll equipment cabinets;
- Grounding and lightning protection systems;
- Provision for all utilities and drainage systems;
- Toll gantry and structure foundations;
- Conduits for power and communications from the toll equipment cabinets to the toll gantry or support structure routed through various junction boxes;
- Conduits for loop connections from the pavement to the toll equipment cabinets.

General Requirements:

- Power and communication cabling shall always be located in separate conduits;
- Communications duct bank conduit quantities and sizes are provided in Attachment 21-2: Typical Toll System Site Drawings; and
- Sizing of power and communication junction boxes shall be sufficient to properly house all conduits and provide ample inside work space.

### **21.5.3 Toll System Infrastructure - At-Grade**

The DB Team shall design, provide and install the various at-grade elements at each Toll System Site as required prior to SRTA's installation of the Toll System including, but not limited to:

General Requirements:

- Site work, power and communication services to support the installation of the toll system;
- All paving and roadway work;
- Electrical services to meet power requirements for each Toll System Site;
- Dedicated electrical power meter to provide power to the toll equipment cabinets;
- Electrical service at a meter/service panel;
- Meter/service cabinet as part of the work, per applicable standards;
- UPS load distribution panel;
- Note: The DB Team shall connect electrical power to service entrance on the DIN Rail and electrify the toll equipment cabinet;
- At-Grade electrical power service, feeder and branch circuit conductors;

Loop Installation Requirements (Typical Guardrail Site):

- SRTA will install (including saw-cuts), seal and terminate the loops, but the DB Team is responsible for all conduits, ground boxes, and pavement as depicted in the Attachment 21-2: Typical Toll System Site Drawings. Two loops will be installed for each Toll Collection Site Tolling Zone Lane. The following requirements apply:
  - The size, number and location of ground boxes for loop splices shall be confirmed by SRTA. The loop splice ground box shall be 36"x17"x30" minimum in size;
  - Ground boxes installed in the Toll Collection Sites shall be surrounded by an eighteen inch (18") concrete apron, four inches (4") above grade and be traffic bearing;
  - Loop tails will be saw-cut from the loops to the sides of the roadway at all Toll Collection Sites;
  - Where the roadside ground box is located outside the roadway pavement, conduit must be installed for routing the loop tails to go from the edge of the pavement into the ground box;
  - The ground box conduit must be sized one and one half inches (1-1/2") minimum and penetrate the roadway pavement at least nine inches (9") inside roadway edge;
  - After the loop tails enter the ground box they will be spliced to shielded twisted-pair cables. All loop tails can then run to the toll equipment cabinet in the same conduit;
  - Conduits shall be installed such that the total length between the longest loop lead-in cable and the toll equipment cabinet shall be no more than three-hundred (300') feet;
  - The loop area shall be free of pavement joint cuts and drainage infrastructure;
  - Communication and electrical shall not be placed within the same ground box.

Loop Installation Requirements (Median Barrier Site):

- SRTA will install (including saw-cuts), seal and terminate the loops, but the DB Team is responsible for all conduits, ground boxes, and pavement as depicted in the Attachment 21-2: Typical Toll System Site Drawings. Two loops will be installed for each Toll Collection Site Tolling Zone lane. The following requirements apply:
  - The loop area of the roadway shall be free of pavement joint cuts and drainage infrastructures;
  - Loop tails will be saw-cut from the loops to the sides of the roadway at all Toll Collection Sites;
  - When installed the longest loop lead-in conduit length to the concrete equipment pad shall be no more than three-hundred (300) feet;
  - SRTA will route and install the loop tails from the roadway loops to the VES & Loops junction box mounted to the VES pole;

- The loop tails will be installed by SRТА as follows:
  - A slot in the pavement will be cut from the loops to the barrier wall;
  - A slot in the barrier wall will be cut from the pavement to the top of the wall;
  - A hole will be bored into the top of the barrier wall where the slot reaches the wall top;
  - A short length of flexible conduit will run from the bored hole to the VES and Loop junction box on the pole;
  - The loop tails will then be routed in the saw cuts and through the conduit to the junction box.

### **Ground Mounted Toll Equipment Cabinets**

The Ground Mounted Toll Equipment Cabinets shall be dedicated for use by SRТА to house elements of the Toll System. These shall be used for any Toll Collection Sites. GDOT Standards shall apply except where SRТА’s mounting and loading requirements described below are more stringent. Requirements for the Ground Mounted Toll Equipment Cabinets and the supporting concrete pad includes:

#### **Concrete Equipment Pad Requirements:**

- Shall support the Ground Mounted Toll Equipment Cabinets. The concrete equipment pad shall have the necessary thickness to support the Ground Mounted Toll Equipment Cabinets and other elements that may be placed on it (as identified during the design process). A junction box for power and a junction box for communication shall be installed in the concrete equipment pad. The junction boxes shall be sized 18” x 10” x 12” minimum;
- Shall be 6’x6’ minimum and placed in a level area that will allow maintenance personnel to have safe access to the interior cabinet from both the front and back doors. This area should also be graded to drain away from the cabinet.

#### **Ground Mount Toll Equipment Cabinet Requirements:**

- Type C Cabinet – Model 332 housing sized 64” h x 24” w x 30” d (exterior dimensions).

#### **Internal Rail Requirements:**

- PAIRS OF 19” EIA STANDARD;
- Holes tapped for 10x32 threads;
- Rails fully adjustable from front to rear.
- Front and rear lockable doors;
- NEMA 4 Rating;
- Sun shield, top minimum;
- Internal insulation 3.3R minimum;
- Externally mounted 4k BTU HVAC;
  - HVAC must be outdoor rated.
- Cabinet can be bare metal or painted. If painted the cabinet must have a 15 year warranty on the paint. Paint color must be white color and approved by GDOT/SRТА;

- The DB Team shall insulate the Ground Mount Toll Equipment Cabinets, add an HVAC system to each Ground Mount Toll Equipment Cabinet and make all necessary adjustments, provide and install electrical infrastructure and provide and install drains to remove condensation.

Electrical service shall be provided and installed, meeting the following requirements:

- Load center with breakers for four circuits minimum;
- 20A, 120VAC circuit – UPS (1000W load), terminated to a L5-20 receptacle in the Ground Mount Toll Equipment Cabinets;
- 20A, 120VAC circuit – Service power, terminated to a 5-20 quad receptacle in the Ground Mount Toll Equipment Cabinets;
- A/C circuit, direct wired;
- Spare, 20A, 120VAC circuit for future use.

Grounding Requirements:

- Toll System infrastructure shall be ground and bonded per IAW SP 797 Hub Paragraph L, Page 7, Outside Grounding Requirements.

A Transfer Switch Requirements:

- The load center and transfer switch can be mounted to a pole on the concrete equipment pad, externally mounted to the Ground Mount Toll Equipment Cabinets, or mounted inside the equipment cabinet but accessible from outside the cabinet without opening the front and rear lockable doors. The mounting location must not interfere with operation of the front and rear lockable doors. If mounted to or in the cabinet, the load center and transfer switch must only occupy one side of the cabinet;
- Has an attachment for connecting a portable generator;
- Provides portable generator power to all circuits;
- The transfer switch and attachments are sized to support the combined UPS and A/C load;

Transient Voltage Surge Suppression Requirements:

- Shall be located either in the load center or in a protected enclosure in the Ground Mount Toll Equipment Cabinets;
- Shall protect against surges on the utility and generator power.

Communication Specifications:

- SRTA roadway fiber terminated to a patch panel at the top of the Ground Mount Toll Equipment Cabinets rack;
- DB Team to provide patch panel at the top of the Ground Mount Toll Equipment Cabinets rack;
- 3U of rack space shall be available for the SRTA fiber termination and patch panel.

#### **21.5.4 Toll System Infrastructure – Above-Grade**

The DB Team shall design, procure and install the various above-grade elements including but not limited to:

- Toll gantries, structures and support infrastructure (e.g. toll gantry columns and toll gantry trusses) to support the Toll System as identified in Attachment 21-2: Typical Toll System Site Drawings and Attachment 17-2: Roll Plots.
- The structures at the Toll System Sites shall support the Toll System equipment. The equipment will be attached to DB Team provided mounting structures which shall be securely attached to the various structures. Section 21.4.2.2 and Attachment 21-2: Typical Toll System Site Drawings provide detail for the required mounting structures.
- The lightning and surge protection equipment for all toll gantry equipment will be tied to the toll gantry and the tolling site ground array;
- Details regarding the mounting of antennas, AVI equipment enclosures, and the associated maximum conduit length requirements are provided in Attachment 21-2: Typical Toll System Site Drawings.
- Sizing of power and communication junction boxes shall be sufficient to properly house all conduits and provide ample inside work space.

### **Pole Mounted Toll Equipment Cabinets**

The Pole Mount Toll Equipment Cabinets shall be installed by the DB Team and dedicated for use by SRTA to house Toll System elements at the GPLS Sites, Toll Rate CMS Sites, Toll Rate CCTV Sites, and Toll CCTV Only Sites. The Pole Mount Toll Equipment Cabinets shall meet the following specifications:

Work Area Requirements:

- For Pole Mount Toll Equipment Cabinets located in areas with slopes steeper than 1V:6H, a level workplace for maintenance will need to be provided. This area should be paved and graded to drain away from the cabinet.

Pole Mounted Toll Equipment Cabinet Requirements:

- Type A Cabinet – Model 336 stretch (336S) housing sized 46” h x 24” w x 23” d (exterior dimensions).
  - Internal rails:
    - 2 pairs of 19” EIA standard;
    - Holes tapped for 10x32 threads;
    - Rails fully adjustable from front to rear.
  - Front and rear lockable doors;
  - NEMA 3R4 Rating;
  - Sun shield, top minimum;
  - Cabinet can be bare metal or painted.
    - If painted the cabinet must have a 15 year warranty on the paint;
    - Paint color must be white color and approved by GDOT/SRTA.
  - Include cabinet mounting brackets for mounting to gantry pole.

Electrical service shall be provided and installed, meeting the following requirements:



- Load center with breakers for three circuits minimum
  - 20A, 120VAC circuit – UPS (500 W load), terminated to a L5-20 receptacle in the Pole Mount Toll Equipment Cabinets
  - 20A, 120VAC circuit – Service power, terminated to a 5-20 quad receptacle in the Pole Mount Toll Equipment Cabinets
  - Spare, 20A, 120VAC circuit for future use
- Transfer switch and attachment for connecting a portable generator:
  - The load center and transfer switch can be mounted to the same pole as the Pole Mount Toll Equipment Cabinets, externally mounted to the Pole Mount Toll Equipment Cabinets, or mounted inside the cabinet but accessible from outside the cabinet without opening the front and rear lockable doors. The mounting location must not interfere with operation of the front and rear lockable doors;
  - Transfer switch provides generator power to all circuits;
  - Transfer switch and attachments sized to support UPS and HVAC load;
  - Transfer switch and load center can be integrated in one unit.
- Transient Voltage Surge Suppression:
  - Located either in the load center, or in a protected enclosure in the Pole Mount Toll Equipment Cabinets;
  - Protects against surges on the utility and generator power.
- Grounding:
  - Design, install, route, ground and bond the grounding system per GDOT Special Provision 797 Hub Building Paragraph L, Page 7, Outside Grounding Requirements.

Communication Specifications:

- SRTA roadway fiber terminated to a patch panel at the top of the Pole Mount Toll Equipment Cabinets rack;
- DB Team to provide patch panel at the top of the Pole Mount Toll Equipment Cabinets rack;
- 3U of rack space shall be available for the SRTA fiber termination and patch panel.

**21.5.5 Communications Hub Buildings (shared by Toll System and GDOT ITS)**

The design and installation of the Toll System Infrastructure as it relates to the Communications Hub Buildings shall be governed by the requirements and specification outlined in Section 17 unless directly addressed in Section 21.

The requirements below are for the SRTA Toll System Infrastructure only and are in addition to the infrastructure required for the GDOT ITS System.

Electrical service shall be provided and installed, meeting the following requirements:

- 40A (minimum), 240V electrical power at shelter main load center for SRTA equipment
- Breaker space for two 20A 240V circuits.

Transfer switch requirements:

- Transfer switch and attachments shall be provided and sized to support entire building load.

Space requirements:

- Floor space for two 4-post equipment racks to be used for the SRTA Toll System equipment only.

Equipment rack requirements:

- Removable doors and sides;
- Lockable and reversible front and rear doors;
- 42U height minimum;
- 39" overall depth minimum.

SRTA roadway fiber terminated to a patch panel in one of the SRTA racks:

- DB team to provide two 4-post 42 U equipment racks for use by SRTA;
- DB Team to provide patch panel in the rack;
- 3U of rack space will be provided for the SRTA fiber termination and patch panel.

HVAC Unit Requirements:

- Redundant HVAC units
- SRTA Toll System equipment heat load: 10,000 btu/hr;
- The DB Team shall verify that the total HVAC provided meets the needs of both the Toll System equipment and the GDOT ITS equipment.

### **21.5.6 Toll System Power Loads and Heat Dissipation**

The design and installation of the Toll System Infrastructure as it relates to the Electrical and Grounding shall be governed by the requirements and specification outlined in Section 17.2.5 unless directly addressed in Section 21 or Attachment 21-2: Typical Toll System Site Drawings.

## **21.6 Toll System Infrastructure - Turnover to SRTA**

The turnover of all Toll System Sites and Toll System Infrastructure shall be completed as per the requirements of the DBA, Exhibit 9.

Prior to each turnover, the DB Team shall provide Preliminary Toll System Infrastructure As-Built Plans for each Toll System Site to be reviewed by GDOT and SRTA and used by SRTA in preparing for the Toll System installation.

### **21.6.1 Site Acceptance Checklist**

To assist the DB Team with ensuring that each Toll System Site is ready to be turned over to SRTA, the DB Team shall submit to GDOT and SRTA for review, modification and/or acceptance a proposed Final Toll System Site Acceptance Checklist. The checklist shall be completed on-site and witnessed by GDOT and SRTA. Issues found during on-site review of the Site Acceptance Checklist shall be resolved by the responsible party prior to turnover of the Toll System Site. The DB Team shall build upon and add specific details, based upon Final Plans, to the minimum Attachment 21-4: Toll System Site Acceptance Checklist for the hand-off from the DB Team to SRTA.

The sites shall be complete, free of debris, and ready for Toll System installation and integration at the time they are turned over to SRTA and include all parts of the Toll System Infrastructure detailed herein, including all hub buildings, electrical service and completed/terminated fiber network. Fiber backbone and laterals shall be completely installed and accepted prior to turnover. Splices to the Toll System fiber backbone or laterals shall not occur after turnover without prior approval of SRTA.

Prior to turnover, the DB Team shall capture a video log(s) of each Toll System Site and Hub Buildings for future reference regarding the condition of the infrastructure. A copy of the video log(s) shall be provided to GDOT at turnover to SRTA.

### **21.6.2 Toll System Implementation Coordination**

As stated herein, the DB Team shall turnover all Tolling System Sites, to SRTA for installation, integration and testing of the Toll System. The DB Team shall not hinder SRTA's to access these locations after they are turned over. Accommodations shall include, at a minimum, convenient access to the Managed Lanes in relation to the Toll System Sites and Hub Buildings, and provide space for SRTA to safely park at least two work vehicles without interfering with DB Team operations. If SRTA discovers some work product that was incorrectly installed or missing even though it was not identified through the Toll System Site Acceptance Checklist review process, the DB Team shall make all necessary repairs, replacements or adjustments within five (5) calendar Days of being notified at no additional cost to GDOT or SRTA. If needed, the DB Team shall work at multiple sites in parallel so as to not delay SRTA's progress, avoid missing the Substantial Completion deadline and delay Open to Tolling. The DB Team shall coordinate schedules with SRTA to avoid confusion and ensure that each party will not interrupt the efforts of the other. Based upon SRTA's construction and implementation efforts the DB Team shall expect to have no or limited access through one or more Toll System Sites for certain durations of time (for example, when inductive loops are placed in the pavement). SRTA will notify the DB Team two weeks in advance of these "black out" dates.

For installation of the Toll System equipment the DB Team shall ensure that SRTA has access to and control of each Toll System Site including 500 feet upstream and 200 feet downstream from the location.

If the DB Team needs access to a Toll System installation area after turnover to SRТА, the DB Team shall request access from SRТА. Requests for access shall be coordinated as part of the recurring coordination meetings.

All splicing activities or modifications to the fiber network by the DB Team that occur after the initial Communication Hub(s), fiber backbone, and laterals have been turned over shall require coordination in the construction meetings with GDOT and SRТА.

## **21.7 Testing and Acceptance**

The DB Team shall support GDOT and SRТА with testing as described herein to ensure that the Project, Toll Systems and operational procedures are ready for Open to Tolling.

### **21.7.1 Toll System On-Site Integration and Commissioning Testing**

At the conclusion of SRТА's Toll System implementation and integration efforts, SRТА must successfully complete On-Site Integration and Commissioning Testing. This testing will generally involve local testing to ensure that the Toll System equipment is operating properly and the Communication Network is fully operational from the Toll System to SRТА's back office toll collection system, and from SRТА's back office toll collection system to the Toll System.

The DB Team's traffic control requirements during the Toll System On-Site Integration and Commissioning Testing are provided in Section 18.4.1.

### **21.7.2 End-To-End Testing**

SRТА shall be responsible for coordinating the End-to-End Testing. The DB Team shall support End-to-End Testing by ensuring that there will be no Managed Lane or Toll System Site access or availability conflicts between GDOT, SRТА and their affiliated contractors and the DB Team's staff; providing temporary advance signing as required by Section 18.4.1 stating that the Managed Lanes are closed and testing is occurring; providing a safe environment free of obstacles and unauthorized personnel on the Managed Lanes; providing access to the Managed Lanes for authorized GDOT and SRТА staff and contractors; and repairing any issues found with the DB Team's work efforts within one (1) calendar Day unless otherwise accepted by GDOT.

The DB Team shall not expect to have access to nor conduct work within the Managed Lanes during the End-to-End Testing, with the exception of providing services as described above. SRТА may, at its own discretion, provide DB Team access to the Managed Lanes to conduct work outside the services described above.

The DB Team's traffic control requirements during End-to-End Testing are provided in Section 18.4.1.

### **21.7.3 Operational Performance Testing**

Although SRTA may successfully complete the On-Site Integration and Commissioning Testing and the End-to-End Testing, SRTA will utilize the first forty-five (45) calendar Days to perform Operational Performance Testing which occurs after Open to Tolling and involves analyzing actual transactions. In the event that any issues related to the DB Team's work are identified, the DB Team shall make all necessary repairs, replacements or adjustments within two (2) calendar Days of being notified at no additional to cost to GDOT or SRTA.

The DB Team has no traffic control requirements during Operational Performance Testing.

#### **21.7.4 Acceptance**

Maintenance Acceptance of the DB Team's Toll System Infrastructure work will not be given until the later of forty-five (45) calendar Days after Open to Tolling or all issues are resolved.

Final Toll System Infrastructure As-Built Plans for each Toll System Site shall be provided (30) calendar Days prior to Maintenance Acceptance.

### **21.8 Maintenance and Warranty**

The DB Team shall:

- Prior to Final Acceptance, maintain the Toll System Infrastructure
- Prior to Final Acceptance and as part of the Manufacturer Equipment Documentation/Manufacturer Warranties submittal, provide the following:
  - A listing of all maintenance and warranty items (including, item description; model number; serial number; location; maintenance or warranty term; manufacturer or provider contact information, and all original documentation and maintenance and warranty agreements in both electronic and hardcopy form) related to manufacturers maintenance and warranty for all items provided as part of the Toll System Infrastructure.
  - Verification that SRTA has been registered as the owner with all maintenance and warranty providers.

## 22 SOUND BARRIER

### 22.1 General

The DB Team shall install sound walls at the following locations:

Wall Name	Begin Station	End Station	Centerline	Offset from Centerline	Length	Height
1-1	2071+72	2086+15	I-85 NB	135'	1450'	28'-30'
1-3	1063+87	1078+00	I-85 SB	77'	1400'	20'-26'
2-1	2206+27	2215+85	I-85 NB	153'	950'	22'-30'
2-2	2233+47	2262+82	I-85 NB	121'	2976'	22'-30'
3-2	1329+32	1343+78	I-85 SB	42'	1650'	20'-26'
3-3	1261+47	1278+17	I-85 SB	74'	1752'	16'
4-1	2401+20	2416+07	I-85 NB	109'	1501'	28'
4-2	2444+72	2458+16	I-85 NB	112'	1350'	22'-26'
4-3	1488+51	1511+51	I-85 SB	40'	2300'	26'-30'

## 23 SUBMITTALS

### 23.1 General

*No additional requirement*

### 23.2 Design Submittals and Progress of Design Work

The DB Team shall provide Project Submittals detailed in Table 23-1: Master Submittal List below. Each required Submittal shall be delivered to GDOT in conformance with the review times provided below. The times provided are specifically for the review period required for GDOT to comment and GDOT to subsequently accept if all requirements of the DB Documents are met. Accuracy, completeness, and time spent to address GDOT comments are the responsibility of the DB Team. The DB Team may combine submittals with prior approval from GDOT and SRTA.

#### ABBREVIATIONS FOR TABLE

ASC	Point File for Survey Data
AR	As Required
DTM	Digital Terrain Model
FS	Full-size paper – meets GDOT Plan Presentation Guide
HC	Hard Copy – 8 ½ x 11 unless otherwise noted
HS	Half-size paper – meets GDOT Plan Presentation Guide
MP	Microsoft Project
MS	MicroStation File – Electronic
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file and individual plan sheet files meets GDOT Electronic Plans Process

**Table 23-1: Master Submittal List**

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
<b>Volume 1</b>						
EXB 1	1	Schedule of Values	AR, PDF	1	Within 15 Days from NTP 1	14
<b>Volume 2</b>						
11	2	<b>Design Exceptions or Design Variances</b>	<b>AR, PDF</b>	<b>1</b>	<b>Within 60 Days from NTP 1</b>	<b>60</b>
<b>Volume 3</b>						
2	3	Schematic Plan of Project	AR, PDF	1	At time of proposal submission	NA
23	3	Construction Phasing Plan (coordinate with ROW Acquisition Plan)	AR, PDF	1	Within 30 Days from NTP 1	30
23	3	Concept Layout Plan	AR, PDF	1	Within 60 Days from NTP 1	30
23	3	Submittal Schedule	AR, P6, PDF	1	Within 30 Days from NTP 1	30
23	3	Design Submittal Guide / Index	AR, PDF	1	Prior to first design submittal	14
23	3	Updates to Design Submittal Guide / Index	AR, PDF	1	Updates required with subsequent submittals	14
2	3	Interim (optional) Design Submittal(s)	AR, PDF	1	Per approved Submittal Schedule	14
23	3	Design and Construction Quality Records	AR, PDF	1	Always auditable; Submit at project completion	NA
23	3	Design Review meeting minutes	AR, PDF	1	within 7 days of Design Review meetings	7
<b>Management Plans</b>						
2	3	Project Management Plan and any updates	AR, PDF	1	See Section 2 of Volume 3	30
2	3	Design Quality Management Plan	AR, PDF	1	Within 30 Days from NTP 1	30
2	3	Construction Quality Management Plan	AR, PDF	1	See Section 2 of Volume 3	30
2	3	Safety Plan	AR, PDF	1	See Section 2 of Volume 3	30
2	3	Quality Management Plan	AR, PDF	1	Within 30 Days from NTP 1	30
2	3	Monthly Status Reports (includes cost, schedule, quality, status, etc.)	AR, PDF	1	Monthly	NA



Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
2	3	DB Team Internal Quality Audits	AR, PDF	1	As needed	NA
2	3	DB Team Non-Conformance Reports	AR, PDF	1	As needed	NA
<b>Schedules</b>						
2	3	Preliminary Baseline Schedule	AR, HS, P6, PDF	1, 3, 1	With Proposal	NA
2	3	120 Day Schedule	HC, P6, PDF	3, 1, 1	NTP 1+14 days, monthly until Project Baseline is Accepted	14
2	3	Project Baseline Schedule	AR, P6, PDF	1, 3, 1, 1	Within 90 Days from NTP 1	30
2	3	Revisions to Project Baseline Schedule	AR, P6, PDF	1, 3, 1, 1	As required	30
2	3	Monthly Schedule Update	AR, P6, PDF	1, 1, 1	Monthly	7
<b>Existing Infrastructure</b>						
2	3	Pre-Construction Photos and Videos	AR, PDF	1	Within 180 Days from NTP 1, prior to construction	30
<b>Environmental</b>						
4	3	GDOT - Led Governmental Approvals	AR, PDF	1	As needed, per the approved Submittal Schedule	Table 4-1
4	3	Section 404, CWA, permit	AR, PDF	1	**	Table 4-1
4	3	Water Quality Certification (concurrently with the USACE Nationwide Permit)	AR, PDF	1	**	Table 4-1
4	3	Applications to Regulatory Agencies, Application revisions, supplements	AR, PDF	1	As needed	***
<b>Utilities</b>						
6	3	Supplemental verification of Overhead/Subsurface Utility Engineering (SUE) Investigations - QL-B	AR, MS PDF	1	NTP (1) + 45 Calendar Days	NA
6	3	SUE Utility Impact Analysis "UIA"	AR, PDF	1	NTP 1 + 120 Calendar Days	NA
6	3	Overhead/Subsurface Utility Engineering (SUE) Investigations - QL-A	AR,MS,PDF	Plans: 2 for	UIA + 45 Calendar Days	NA

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
				each Utility Owner +3 for Dept. and MS files		
6	3	Overhead/Subsurface Utilities Engineering (SUE) Information to Utilities for Review (URPN Letter 1a - SUE Submit to Utility Companies Revise)	HS,PDF,MS	2 HS for each Utility Owner+3 HS for Dept.	NTP 1 + 5 Calendar Days	5 days for Dept. + 30 days for each Utility Owner
6	3	Relocated Utility Plans (URPN Letter 2 - 2nd Submission Letter (Existing and Proposed) )	HS,PDF,MS	3, 1	Concurrently w/ Accepted SUE Verification by Utility Owner	5 days for Dept. + 90 days for each Utility Owner
6	3	Utility Retention Request	AR, PDF	1	As needed	14
6	3	Preliminary Utility Status Report (URPN Letter 6 - Notice to Proceed with Permit)	HC, PDF	Agreements : 3 hard copy, 1 pdf Plans: 2 for each Utility Owner + 3 for Dept. and MS files	NTP 1 + 180 Days Concurrently w/ Accepted Relocated Utility Plans	10- days + 5 days
6	3	Utility Agreements (Utility NTP Letter)	HS,PDF,MS	1, 3, 1	Prior to NTP 3 for Utility Relocations	Agreements : 30 days for Dept. + 60 days for

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
						each Utility Owner
6	3	Utility Plans (Utility NTP Letter)	HS,PDF,MS	1, 3, 1		Plans: 30 days
6	3	Utility A/O Claims of Real Property Interests	AR, PDF	1	See Section 6 of Volume 3	14
6	3	Utility Adjustment Field Modification Procedure	AR, PDF	1	Prior to submittal of any Utility Work Plan	14
6	3	Utility As-Built Plans	HS, PDF, MS	1	Concurrently w/Accepted Construction As-Built Plans	30 days Dept. 30 days for Utility Owners
6	3	All Utility Meeting Minutes	AR, PDF	1	Within 7 days of Utility Meeting	7
<b>Geotechnical</b>						
8	3	Geotechnical Reports	AR, PDF	1	See Section 8 of Volume 3	30
8	3	WFI (Wall Foundation Investigation)	AR, PDF	1	**	30
8	3	BFI (Bridge Foundation Investigation)	AR, PDF	1	**	30
8	3	Blasting Plan	AR, PDF	1	As needed	30
<b>Survey</b>						
9	3	Survey Control Package	AR, ASC, PDF	1	Per the approved Submittal Schedule	30
9	3	Property Owner Notification Letters	AR, PDF	1	As needed	10
9	3	Bound Field Notes	AR, PDF	1	Prior to Project Completion	14
9	3	Topographic Mapping	AR, DTM, PDF	1	See Section 9 of Volume 3	14
<b>Grading/Roadway</b>						
11	3	Vibration Control Plan	AR, PDF	1	See Section 11 of Volume 3	14
<b>Lighting/Electric/Power</b>						

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
11	2	Night Time and Daytime Illumination Study	AR, PDF	1	See Section 11 of Volume 2	14
11,17,21	3	Preliminary Lighting/Electrical Plans (60%)	AR, PDF	1	Per the approved Submittal Schedule	14
11,17,21	3	Final Lighting/Electrical Plans (100%)	AR, PDF	1	Per the approved Submittal Schedule	14
11,17,21	3	Electrical Power Calculations	AR, PDF	1	See Section 17 of Volume 3	14
17,21	3	Electrical System Operations and Maintenance Manuals	AR, PDF	1	See Section 17 of Volume 3	14
17,21	3	Electrical System Training Plan	AR, PDF	1	See Section 17 of Volume 3	14
11,17,21	3	Electrical Design Voltage Drop Calculations	AR, PDF	1	See Section 17 of Volume 3	14
<b>Drainage</b>						
12	3	Drainage Design Report (Phased)	AR, PDF	1	Per the approved Submittal Schedule	30
12	2	Storm Sewer Drainage Report(s)	AR, PDF	1	Per the approved Submittal Schedule	14
12	3	Annual Outfall Inspection Report	AR, PDF	1	Within 30 days of Annual DB Team Inspection	30
<b>Structures/Bridges</b>						
13	3	Preliminary Bridge Layouts	AR, FS, HS, PDF	2, 6, 1	**	14
13	3	Preliminary Wall Layouts	AR, FS, HS, PDF	2, 6, 1	**	14
13	3	<b>Final Bridge Plans</b>	<b>AR, FS, HS, PDF</b>	<b>2, 6, 1</b>	<b>**</b>	<b>30</b>
13	3	<b>Final Wall Plans</b>	<b>AR, FS, HS, PDF</b>	<b>2, 6, 1</b>	<b>**</b>	<b>30</b>
<b>Signing, Pavement Marking and Signalization</b>						
16	3	Sign Covering and Unveiling Plan	AR, PDF	1	120 Days prior to open to Traffic	21
16	3	New Sign requests	AR, PDF	1	As needed	14
16	3	Overhead Sign Support Structures Concept Plans	AR, PDF	1	Per the approved Submittal Schedule	14

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
16	3	Overhead Sign Support Structures Final Plans	AR, PDF	1	Per the approved Submittal Schedule	14
<b>ITS, Network, and Toll</b>						
17/21	2	ITS & Toll System Design Workshop	AR, PDF	2	Following approved Conceptual Layout Plan, prior to Prototype Toll Plan design efforts	NA
17/21	2	Preliminary Toll System and ITS Plans	AR, FS, HS, PDF	2, 6, 1	Per the approved Submittal Schedule	45
17/21	2	Final Toll System and ITS Plans	AR, FS, HS, PDF	2, 6, 1	Per the approved Submittal Schedule	45
17/21	2	3D Visualization (GDOT ITS and SRTA Toll System CCTV) Model	AR	1	Per the approved Submittal Schedule Prior to Preliminary Plans	30
17	2	ITS Maintenance and Repair Plan	AR, PDF	1	30 Days from NTP 1	30
17	2	ITS Equipment, Systems, Documentation for GDOT and SRTA Integration Efforts	AR, PDF	1	365 Days prior to open to Tolling	60
17	2	Operational Performance Test Report (Toll System Sites)	AR, PDF	1	45 Days prior to Turnover to SRTA	30
17	2	User Manuals	AR, PDF	1	120 days prior to End-to-End Testing.	60
17	2	Training Plan	AR, PDF	1	90 Days prior to End-to-End Testing	45
17	2	Final As-Builts	AR, FS, HS, PDF	2, 6, 1	30 Days After to Substantial Completion	60
17	2	Manufacturer Equipment Documentation/Manufacturer Warranties	AR, PDF	1	256 Days prior to Substantial Completion	14
<b>Traffic Control</b>						
18	3	Traffic Management Plan	AR, PDF	1	Within 120 Days from NTP 1	30
18	3	Traffic Control Plans (each Phase)	AR, PDF	1	Per the approved Submittal Schedule	14
18	2 & 3	GP lane closure or reduced widths	AR, PDF	1		30

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
<b>Tolling</b>						
21	2	Toll System Sites Coordinates for RF Equipment	AR, PDF	1	Per the approved Submitted Schedule	30
21	2	Prototype Toll Plans--	AR, FS, HS, PDF	2, 6, 1	Per the approved Submitted Schedule	30
21	2	Preliminary Toll System Site Acceptance Checklist	AR, PDF	1	Per the approved Submitted Schedule With Final Design Plan Delivery	30
21	2	Final Toll System Site Acceptance Checklist	AR, PDF	1	60 days prior to turnover of equipment associated with <u>Volume 1 Exhibit 9, Item 1.</u>	30
21	2	Final Toll System Infrastructure As-Builts	AR, PDF	1	Per the approved Submitted Schedule	60
<b>Additional Submittals</b>						
23	3	Preliminary Plans (60%) (complete set)	AR, FS, HS, PDF	6, 10, 1	**	30
23	3	Interim Design	AR, FS, HS, PDF	6, 10, 1	**	14
<b>23</b>	<b>3</b>	<b>Final Plans (100%) per Construction Phase (complete set)</b>	<b>AR, FS, HS, PDF</b>	<b>6, 10, 1</b>	<b>**</b>	<b>45</b>
23	3	Notice of Intent (NOI) with final/signed Erosion Control Plans	AR, PDF	1	**	14
23	3	Shop Drawings	AR, PDF	1	**	14
23	3	Temporary Works - where public safety may be affected	AR, PDF	1	**	14
23	3	Plan Revisions During Construction	AR, PDF	1	**	14
23	3	Record Drawings (As-Built Plans) per Construction Phase	AR, FS, HS, PDF	6, 10, 1	**	14
23	3	Drainage Plans	AR, FS, HS, PDF	2, 6, 1	**	30
23	3	Hydraulic and Hydrology Report	AR, PDF	1	**	30

Section	Volume	Submittal Item	Format	Quantity	Delivery Date	Review Period* (Days)
23	3	Landscaping and Permanent Erosion Control Plans	AR, FS, HS, PDF	2, 6, 1	**	14
23	3	Temporary Erosion Control Plans	AR, FS, HS, PDF	2, 6, 1	**	14
23	3	Draft Design Specifications, Reports, Whitepapers, etc.	AR, PDF	1	**	14
23	3	Final Design Specifications, Reports, Whitepapers, etc.	AR, PDF	1	**	14
All	All	Meeting Minutes	AR, PDF	1		5

\*Review period is the period required for the generation of comments or the review time to determine the sufficiency of the document and the state or status of the document per Section 23.3. Multiple review periods shall be planned for "Accepted by GDOT" status.

If a submittal is not listed the review time shall be 30 days.

\*\* Based upon the accepted Baseline Schedule

\*\*\* Time of review will be based upon actual impact to project

\*\*\*\* See Technical Provisions

**BOLDED = requires FHWA review and approval**

ABBREVIATIONS TABLE	
ASC	Point File for Survey Data
AR	As Required
DTM	Digital Terrain Model
FS	Full-size paper – meets GDOT Plan Presentation Guide
HC	Hard Copy – 8 ½ x 11 unless otherwise noted
HS	Half-size paper – meets GDOT Plan Presentation Guide
MP	Microsoft Project
MS	MicroStation File – Electronic
NTP	Notice to Proceed
PAS	Per Approved Schedule
PDF	Adobe PDF – One complete file and individual plan sheet files meets GDOT Electronic Plans Process

### **23.2.1 Construction Phasing and Additional Submittal Requirements**

*No additional requirement*

### **23.3 Submittals Process**

*No additional requirement*

### **23.4 Shop Drawings and Temporary Work Submittals**

*No additional requirement*

#### **23.4.1 General**

*No additional requirement*

#### **23.4.2 Work Items Requiring Shop Drawings**

*No additional requirement*

#### **23.4.3 Schedule of Submittals**

*No additional requirement*

#### **23.4.4 Style, Numbering, and Material of Submittals**

*No additional requirement*

#### **23.4.5 Submittals and Copies**

*No additional requirements*

#### **23.4.6 Processing of Shop Drawings**

*No additional requirements*



### **23.4.7 Other Requirements for Shop Drawings for Bridges**

*No additional requirements*

### **23.4.8 Modifications on Construction**

*No additional requirements*

## **23.5 As-Built Plans**

*No additional requirements*

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

SPECIAL PROVISION

PROJECT: NHIM0-0085-02(164), Gwinnett County,  
P.I. # 110600

Section 107 – Legal Regulations and Responsibility to the Public

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Add the following to Subsection 107.23:

**G. Protection of Federally Protected Species**

The following conditions are intended as a minimum to protect these species and their habitat during any activities that are in close proximity to the known location(s) of these species.

1. The Contractor shall advise all Project personnel employed on this Project about the potential presence and appearance of the federally protected barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), and eastern phoebe (*Sayornis phoebe*), which are protected under the Migratory Bird Treaty Act of 1918, and the statute protected Chattahoochee crayfish (*Cambarus howardi*) and highscale shiner (*Notropis hypsilepis*), which are protected under the Georgia Endangered Wildlife Act of 1973. All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting these species in knowing violation of the Migratory Bird Treaty Act of 1918, and there are criminal penalties for capturing, killing, or selling state endangered, threatened, unusual, and rare animal species in violation of the Georgia Endangered Wildlife Act of 1973. The Migratory Bird Treaty Act of 1918 protects adults, fledglings, nestlings, eggs, and active nests. Pictures and habitat information are attached and shall be posted in a conspicuous location in the Project field office until such time that Project construction has been completed and time charges have stopped.
2. The extension or removal of existing culvert(s) at STA 2,173+40, 1,209+10, 1,218+30, 1,236+15, and 1,245+52 shall take place outside of the breeding and nesting season of phoebes and swallows, which begins April 1 and extends through August 31, unless exclusionary barriers are put in place to prevent birds from nesting. For box culverts, exclusionary barriers may be overlapping strips of flexible plastic (also called “PVC Strip Doors” or “Strip Curtains”) or an alternate material proposed by the Contractor and approved by the Project Engineer prior to installation. Exclusionary barriers must be installed on the box culvert(s) prior to March 1 or after August 31, but in no time in between this period. Exclusionary barriers are not a guaranteed method of preventing migratory birds from nesting in culverts and work schedules shall take into account the possibility that barriers will not be successful. If exclusionary barriers are to be used, these steps shall be followed:
  - a. The Project ecologist shall be notified by phone (404) 631-1100 of the decision to install exclusionary barriers and the date of the proposed installation prior to the installation of any exclusionary devices.
  - b. The structure(s) shall be checked for nests prior to the placement of exclusionary barriers. If nests are present, they shall be inspected to ensure that eggs or birds are not present. If the nests are found to be occupied, construction activities associated with the bridge shall be postponed until after August 31 when the breeding season is complete.

**107.23G Protection of Federally Protected Species, PI 110600, Gwinnett County**

- c. For any box culvert(s) being replaced, exclusionary barriers shall be installed on both the inlet and outlet openings. For any box culvert(s) being extended, exclusionary barriers shall be placed on the opening(s) (inlet and/or outlet) where work is taking place. In all cases, barriers shall be installed prior to March 1 and left in place until August 31 or until the culvert removal or culvert extension is complete. If the exclusionary netting fails to prevent nesting (i.e., birds are able to bypass barriers and build nests), construction activities associated with the culvert shall be postponed until after August 31.
  - d. During construction activities, exclusionary barriers shall be inspected daily for holes or other defects that impair its ability to exclude migratory birds from nesting inside the culvert. Any holes or defects shall be repaired immediately.
  - e. Entanglement and/or entrapment of barn swallows, cliff swallows, and eastern phoebes in exclusionary netting constitutes harm to migratory birds. In the event that entanglement and/or entrapment of migratory birds in the netting occurs, the Contractor shall report the incident immediately to the Project Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101.
3. At any time, concrete debris, paving materials, litter, demolition debris, or any other materials shall not be allowed to fall or be placed into Perennial Stream (PS) 8, PS9, PS14, PS28, PS37/Ivy Creek, PS37A, PS46, PS50, PS55, PS56, PS58, PS79, PS98, PS99, PS102 or any other streams. Work below the water surface, including pile driving, bridge falsework and cofferdam construction, shall not take place in PS8, PS9, PS14, PS28, PS37/Ivy Creek, PS37A, PS46, PS50, PS55, PS56, PS58, PS79, PS98, PS99, or PS102 from February 1st to August 31st due to the spawning season of the highscale shiner and Chattahoochee crayfish. Activities within cofferdams will be permitted during the restricted time period provided that cofferdams are in place prior to February 1st.
4. In order to protect the habitat of the Chattahoochee crayfish and highscale shiner, a double line of Type "C" silt fence backed with baled straw shall be installed at all designated locations along PS8, PS9, PS14, PS28, PS37/Ivy Creek, PS37A, PS46, PS50, PS55, PS56, PS58, PS79, PS98, PS99, and PS102 as shown on the Erosion and Sedimentation Control Plans.
5. In order to protect the habitat of the Chattahoochee crayfish and the highscale shiner, all surface water runoff from the undisturbed areas shall be diverted to prevent flow across disturbed areas. This may be accomplished through the use of permanent pipes, temporary pipes, or slope drains. The Contractor may propose alternate methods provided prior approval of the Engineer is obtained.
6. In order to protect the habitat of the Chattahoochee crayfish and the highscale shiner, the Contractor shall not use pesticides, herbicides (including those for Right-of-Way maintenance), or fertilizers within 300 feet of PS8, PS9, PS14, PS28, PS37/Ivy Creek, PS37A, PS46, PS50, PS55, PS56, PS58, PS79, PS98, PS99, and PS102 during and after construction activities. Fertilizer shall only be used while grassing graded areas to achieve site stabilization. Fertilizers shall be applied in accordance with product labeling instructions to ensure that excess fertilizer does not run-off into nearby streams.
7. In the event any incident occurs that causes harm or injury to the barn swallow, cliff swallow, eastern phoebe, Chattahoochee crayfish, or highscale shiner along the Project corridor, the Contractor shall report the incident immediately to the Project Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All activity shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and the lead Federal Agency.
8. The Contractor shall keep a log detailing any incidents that cause harm or injury to barn swallows, cliff swallows, eastern phoebes, Chattahoochee crayfish, and highscale shiner in or adjacent to the Project until such time that project construction has been completed and time charges have stopped. Following Project

**107.23G Protection of Federally Protected Species, PI 110600, Gwinnett County**

completion, the log and a report summarizing any incidents that caused harm or injury to these species shall be submitted by the Contractor to the Project Engineer and the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services, 600 West Peachtree Street NW, Atlanta, Georgia 30308. GDOT in turn will provide copies of the report to the U.S. Fish and Wildlife Service, the Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency.

9. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD  
MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Jackson EMC (hereafter the OWNER)

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Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

\_\_\_\_ Internet Data Service  
\_\_\_\_ Other Facilities (Description) \_\_\_\_\_

**2. New Utility Facilities Proposed (Betterment)**

OWNER desires the following to be installed as new additional facilities within the PROJECT.  
Insert here or attach a detailed description of proposed new additional utility installations:

N/A

---

**3. Assignment of Responsibilities for Design and Construction**

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design \_\_\_\_\_  
Construction  X

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_  
Construction \_\_\_\_\_ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None \_\_\_\_\_

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design  X   
Construction \_\_\_\_\_

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the



processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

*Gann D Smith*  
(Signature)

9-12-2014  
(Date)

*VP Engineering & Operations*  
(Title)

APPROVED FOR THE DEPARTMENT BY:

*Michael J. Bolden*  
(Signature)

9-23-14  
(Date)

STATE UTILITIES ENGINEER

### **Pre-Approved Contractor List**

Company Name: Pike Electric - Overhead Contractors  
Address: P.O. Box 868, 100 Pike Way, Mount Airy, North Carolina 27030  
Phone: (706) 267-6541  
Contact Person: Phillip Combs  
E-Mail:

Company Name: Over and Under Contractors - Overhead Contractors  
Address: P.O. Box 53, Suwanee, Georgia 30174  
Phone: (770) 682-9160  
Contact Person: Jerry Blackwell  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

**Please provide a minimum of three.**

### **Pre-Approved Design Consultant List**

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD  
MEMORANDUM OF UNDERSTANDING**

between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Gwinnett County (hereafter the OWNER)

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Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

Internet Data Service

Other Facilities (Description) Force Main Facilities

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT. Insert here or attach a detailed description of proposed new additional utility installations:

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## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design   X    
Construction   X  

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_  
Construction \_\_\_\_\_ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None   X  

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the

processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement as "Exhibit A." Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

  
 (Signature) Charlotte G. Rad  11/5/14  
 (Date)

(Title) Chairman

APPROVED FOR THE DEPARTMENT BY:

  
 (Signature) Mark J. Tolson  11-24-14  
 (Date)

STATE UTILITIES ENGINEER

**Pre-Approved Contractor List**

**Please see attachments:**

- 1. Pre-Qualification For Utility Relocations Associated with Road Improvements Pre-Qualified Contractors.**
- 2. Pre-Qualification for Pressurized Water Mains & Sewer Force Mains Pre-Qualified Contractors.**
- 3. Pre-Approved Design Consultant for the Design-Build Memorandum of Understanding.**

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

**Please provide a minimum of three.**

**Pre-Approved Design Consultant List**

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:



**Pre-Approved Design Consultant for the DESIGN-BUILD MEMORANDUM OF  
UNDERSTANDING**

**Service Category B:**

Water Line, Sewer Line and Reuse Water Line Services

1. Precision Planning, Inc.
2. Engineering Strategies, Inc.
3. Cardoza Engineering, Inc.
4. Brown and Caldwell, Inc.
5. CDM Smith, Inc.
6. Atkins North America, Inc.
7. ARCADIS U.S., Inc.
8. Gresham Smith & Partners
9. Stantec Consulting Services, Inc.
10. Keck & Wood, Inc.
11. Moreland Altobelli Associates, Inc.
12. R.K. Shah & Associates, Inc.

**Pre-Qualification for Pressurized Water Mains & Sewer Force Mains  
Pre-Qualified Contractors**

Smaller than 16" [Sub-Section 1]	16" and Larger Sub-Section 2]	Approved as of
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The Dickerson Group, Inc.		12/02/11
GS Construction, Inc.		11/21/11
John D Stephens	John D Stephens	12/02/11
Po Boys Plumbing, Inc.		12/05/11
Site Engineering, Inc.		12/05/11
Strack, Inc.	Strack, Inc.	12/05/11
Buckeye Construction	Buckeye Construction	12/02/11
Garney Companies, Inc	Garney Companies, Inc.	12/15/11
Gary's Grading & Pipeline Co., Inc	Gary's Grading & Pipeline Co., Inc	12/05/11
Heavy Constructors, Inc.	Heavy Constructors, Inc.	12/05/11
John H, Pruett Construction Co., Inc.	John H, Pruett Construction Co., Inc.	12/05/11
Mid-South Builders, Inc.	Mid-South Builders, Inc.	12/02/11
Reeves Contracting Company	Reeves Contracting Company	12/05/11
Rockdale Pipeline, Inc.	Rockdale Pipeline, Inc.	12/05/11
Strickland & Sons Pipeline, Inc.	Strickland & Sons Pipeline, Inc.	12/05/11
Western Summit Constructors, Inc.	Western Summit Constructors, Inc.	12/05/11
Astra Grading & Pipe, LLC.		12/02/11
G.P.'s Enterprises, Inc.		12/02/11
Tippins Contracting Company, Inc.		12/02/11
McCart Pipeline, Inc.		1/11/12
Steele & Associates, Inc.		4/05/12
Layne Heavy Civil, Inc. (f/k/a Reynolds, Inc.)	Layne Heavy Civil, Inc. (f/k/a Reynolds, Inc.)	4/18/12
M.V.P Piping Company Inc.		8/20/12
Mack Jones Enterprises, Inc.		12/4/12
Todd Smith Grading, Inc.		3/15/13
Anderson Grading & Pipeline, LLC		12/17/13
Contour Grading & Pipe		1/14/14

Last modified on 01.14.14

**Pre-Qualification For Utility Relocations  
Associated with Road Improvements  
Pre-Qualified Contractors**

Pressurized Mains 16" and Smaller [Sub-Section 1]	16" and Larger [Sub-Section 2]	18" and Smaller [Sub-Section 3]	Gravity Sanitary Sewer Mains 18" and Larger [Sub-Section 4]
The Dickerson Group, Inc.		Garney Companies, Inc.	Garney Companies, Inc.
GS Construction, Inc.		Reeves Contracting Company	Reeves Contracting Company
Heavy Constructors, Inc.		Strack, Inc.	Strack, Inc.
John D Stephens	John D Stephens	Mid-South Builders, Inc.	Mid-South Builders, Inc.
Po Boys Plumbing, Inc.		John D. Stephens, Inc.	John D. Stephens, Inc.
Site Engineering, Inc.			
Strack, Inc.	Strack, Inc.	Strickland & Sons Pipeline, Inc.	Strickland & Sons Pipeline, Inc.
Buckeye Construction	Buckeye Construction	Rockdale Pipeline	Rockdale Pipeline
Garney Companies, Inc	Garney Companies, Inc.	Western Summit Constructors, Inc.	Western Summit Constructors, Inc.
Gary's Grading & Pipeline Co., Inc	Gary's Grading & Pipeline Co., Inc	Heavy Constructors, Inc.	Heavy Constructors, Inc.
Heavy Constructors, Inc.	Heavy Constructors, Inc.	Buckeye Construction Company, Inc.	
John H. Pruett Construction Co., Inc.	John H. Pruett Construction Co., Inc.	Portland Utilities Construction	
		Site Engineering, Inc.	
Mid-South Builders, Inc.	Mid-South Builders, Inc.	G.P.'s Enterprises, Inc.	
Reeves Contracting Company	Reeves Contracting Company	M.V.P. Piping Company, Inc.	
Rockdale Pipeline, Inc.	Rockdale Pipeline, Inc.	Metals & Materials Engineers, LLC.	
Strickland & Sons Pipeline, Inc.	Strickland & Sons Pipeline, Inc.	Robert M. Anderson, Inc.	

Western Summit Constructors, Inc.	Western Summit Constructors, Inc.	McCart Pipeline, Inc.
Astra Grading & Pipe, LLC.		Layne Heavy Civil Inc
G.P.'s Enterprises, Inc.		Garys Grading & Pipeline Co Inc.
Steele & Associates, Inc.		CaJenn Construction & Rehabilitation S
Tippins Contracting Company, Inc.		Total Development, Inc.
McCart Pipeline, Inc.		
MVP Piping Company		
Mack Jones Enterprises		
Todd Smith Grading, Inc.		
Contour Grading & Pipe		
Anderson Grading & Pipeline LLC		Anderson Grading & Pipeline LLC

Last updated on 02.14.14

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Georgia Power Transmission (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

\_\_\_\_\_ Internet Data Service  
\_\_\_\_\_ Other Facilities (Description) \_\_\_\_\_

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT.  
Insert here or attach a detailed description of proposed new additional utility installations:

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## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

- 3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design        
Construction      

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design        
Construction            **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None      

Excluded Items: **Option 1 excludes design and engineering work for 500 kV transmission lines** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: **Please see attached Exhibit A - GPC MOU Outage Addendum**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design        
Construction

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at



least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

  
\_\_\_\_\_  
Michael B. Robinson

10/22/14  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Trans Planning & Operations GM

APPROVED FOR THE DEPARTMENT BY:

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

11-10-14  
\_\_\_\_\_  
(Date)

STATE UTILITIES ENGINEER

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

## **Exhibit A**

### **GPC MOU Outage Addendum**

#### Additional Requirements:

The ability to obtain the necessary transmission line outages for the relocation of any transmission lines or for the resolution of the Concessionaire constructability issues will be under the direction and sole control of Georgia Power's Georgia Control Center. Georgia Power will not be responsible for any delays or additional cost incurred by the Concessionaire due to the inability to obtain a transmission line outage to meet the Concessionaire's schedule. Outages are granted based on federally mandated transmission system reliability requirements as well as existing Georgia Integrated Transmission System (ITS) requirements. A scheduled outage may be cancelled or re-scheduled, without notice, due to transmission system conditions including but not limited to; changing transmission system conditions and priorities, customer requirements, or transmission system emergency requirements. The concessionaire is encouraged to identify its needs and request any anticipated transmission line outages as early as possible. Each outage request must be reviewed in conjunction with other known outages to insure that system reliability is maintained. Early submission of an outage request provides the best possibility of obtaining an outage which meets the concessionaire's schedule.

All work in the vicinity of transmission lines must comply with the Georgia High Voltage Safety Act.

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

### **Pre-Approved Contractor List**

Company Name: Irby Construction  
Address: 817 South State Street  
Phone: 601-709-4729  
Contact Person: John Hopper  
E-Mail:hopper@irbyconst.com

Company Name: Service Electric  
Address: 1631 East 25<sup>th</sup> Street, Chattanooga, TN 37404  
Phone: 423-265-3161  
Contact Person: Jody Shea  
E-Mail:jshea@serviceelectricco.com

Company Name: Pike Electric  
Address: 100 Pike Way, Mount Airy, NC 27030  
Phone: 336-789-2171  
Contact Person: Todd Badgett  
E-Mail:tbadgett@pike.com

Company Name: Sumter Utilities  
Address: 1151 North Pike West, Sumter, SC 29153  
Phone: 803-469-8585  
Contact Person: Colin Chalup  
E-Mail:cchalupa@suimail.com

Company Name: Utilicon  
Address: 13275 Highway 231, Davisboro, GA 31018  
Phone: 478-348-3233  
Contact Person: Joan Glover  
E-Mail:joan.glover@utilicon.net

Company Name: L.E. Myers  
Address: 401 Chestnut Street, Suite 120; Chattanooga, TN 37402  
Phone: 423-265-4441 x 4133  
Contact Person: Danny Gessman  
E-Mail:dgessman@myrgroup.com

Company Name: MasTec  
Address: 16300 Katy Freeway, Suite 300; Houston, TX 77094  
Phone:  
Contact Person: John "JP" Miller  
E-Mail:jp.miller@mastec.com

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**Pre-Approved Design Consultant List**

Company: **Apogee Engineers, LLC**  
Address: 4856 Anderson Road  
Orlando, Florida 32812  
Contact Person: David H. Seligson  
Phone: 407-658-7590  
Email: [David.Seligson@ApogeeEngineers.com](mailto:David.Seligson@ApogeeEngineers.com)

Company: **Burns & McDonnell**  
Address: 3650 Mansell Road, Suite 300  
Alpharetta, GA 30088  
Contact Person: Arnold B. Olender  
Phone: 770-510-4503  
Email: [aolender@burnsmcd.com](mailto:aolender@burnsmcd.com)

Company Name: **Enercon Services, Inc.**  
Address: 500 Townpark Lane  
Kennesaw, Georgia 30144  
Phone: 770-792-6922  
Contact Person: Robert Bryan  
E-Mail: [rbryan@enercon.com](mailto:rbryan@enercon.com)

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Charter Communications (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

Internet Data Service \_\_\_\_\_  
Other Facilities (Description) \_\_\_\_\_

**2. New Utility Facilities Proposed (Betterment)**

OWNER desires the following to be installed as new additional facilities within the PROJECT.  
Insert here or attach a detailed description of proposed new additional utility installations:

---

---

**3. Assignment of Responsibilities for Design and Construction**

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_ \_ \_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design   
Construction

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design   
Construction

**If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design   
Construction

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the



processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

(Signature)

(Date)

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

STATE UTILITIES ENGINEER

**Pre-Approved Contractor List**

Company Name: GRAYCLIFF  
Address:  
Phone: 1-336-210-7883  
Contact Person: LEW Kelley  
E-Mail: lkelly630@aol.com

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

**Please provide a minimum of three.**

**Pre-Approved Design Consultant List**

Company Name: CRI  
Address:  
Phone: 1-704-289-8385 EX 102  
Contact Person: NANCY Stirkewalt  
E-Mail: nancy@cableresources.com

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

The Above Listed Are the only  
Contractors charter uses.

Georgia DOT Project: I-85 Express Lanes  
 GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
 between the  
 Georgia Department of Transportation (hereafter the DEPARTMENT)  
 and  
 Atlanta Gas Light (AGL) (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

### 1. Type of Utility

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

Internet Data Service  
Other Facilities (Description) \_\_\_\_\_

**2. New Utility Facilities Proposed (Betterment)**

OWNER desires the following to be installed as new additional facilities within the PROJECT. Insert here or attach a detailed description of proposed new additional utility installations:

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

**3. Assignment of Responsibilities for Design and Construction**

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design   X    
Construction   X  

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_  
Construction \_\_\_\_\_ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None   X  

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the

processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled **“Buy America Certificate of Compliance”** is attached to this agreement as **“Exhibit A.”** Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

Gene W. Killenig  
(Signature)

9/22/14  
(Date)

VP OPERATIONS  
(Title)

APPROVED FOR THE DEPARTMENT BY:

Michael J. Bolden  
(Signature)

10-7-14  
(Date)

STATE UTILITIES ENGINEER

### Pre-Approved Contractor List

Company Name: (See attached list)

Address:

Phone:

Contact Person:

E-Mail:

Company Name:

Address:

Phone:

Contact Person:

E-Mail:

Company Name:

Address:

Phone:

Contact Person:

E-Mail:

**Please provide a minimum of three.**

### Pre-Approved Design Consultant List

Company Name: AMEC

Address: 2677 Buford Highway, Atlanta, GA 30324

Phone: 404-873-4761

Contact Person: Bruce Bagnasco, P.E.

E-Mail: bruce.bagnasco@amec.com

Company Name: Pond & Company

Address: 3500 Parkway Lane, Suite 600, Norcross, GA 30092

Phone: 678-336-7740

Contact Person: Brennan Butts

E-Mail: ButtsB@pondco.com

Company Name: Kimley Horn & Associates, Inc.

Address: 817 W. Peachtree St NW, The Biltmore, Suite 601, Atlanta, GA 30308

Phone: 404-419-8700

Contact Person: Erica Carter

E-Mail: Erica.carter@kimley-horn.com



**Approved AGL Contractors - Contact List for GDOT Move In Contract Work**

Limitations	First Name	Last Name	Company Name	City	State	Title	Work Phone	WorkExt n	Email Name
No limitations	Kevin	Adams	Southeast Connections	Conyers	GA	VP Operations	404-659-1422	240	<a href="mailto:kadams@seconnections.com">kadams@seconnections.com</a>
Limited to 6" and smaller steel or plastic gas facilities	Waller	Thomas	Thomas Utility Contractors	Augusta	GA	Pres.	706-737-0042		<a href="mailto:waller@bellsouth.net">waller@bellsouth.net</a>
Limited to 12" and smaller for steel or plastic gas facilities	David	Mize		Augusta	GA	VP	706-737-0042		<a href="mailto:david@bellsouth.net">david@bellsouth.net</a>
Limited to 12" and larger pipelines	Bryan	Boyd	Gunter Construction Company, Inc.	Lawrenceville	Georgia	President	770-963-7760	201	<a href="mailto:bboyd@gunterconst.com">bboyd@gunterconst.com</a>
Limited to 6" and smaller steel or plastic gas facilities	Chip	Prosser	Latex Construction Company	Conyers	GA	Estimator	770-760-0820	222	<a href="mailto:chip.prosser@latexconstruction.com">chip.prosser@latexconstruction.com</a>
Limited to 16" and smaller steel or plastic gas facilities	Lamar	Andrews	CEDS Construction	Cumming	Georgia	Supervisor	770-889-2361	16	<a href="mailto:lamarandrews@bellsouth.net">lamarandrews@bellsouth.net</a>
Limited to 12" and smaller for steel or plastic gas facilities	Chad	Roebuck		Cumming	Georgia	Supervisor	770-889-2361	16	<a href="mailto:chad.roebuck1@bellsouth.net">chad.roebuck1@bellsouth.net</a>
Limited to 12" and smaller for steel or plastic gas facilities	Payton	Crawford	Pride Utility	Cumming	Georgia	Operation Manager	770-532-0085		<a href="mailto:pcrawford@prideutility.com">pcrawford@prideutility.com</a>
Limited to 12" and smaller for steel or plastic gas facilities	Tony	Pittman	Southern Pipeline, Inc.	Winder	Georgia	Owner	770-589-5184		<a href="mailto:tpittman@southernpipeline.org">tpittman@southernpipeline.org</a>
Limited to 12" and smaller for steel or plastic gas facilities	Johnny	Phommaly		Winder	Georgia	Computer IT/Engineer	678-963-5676		<a href="mailto:jphommaly@southernpipeline.org">jphommaly@southernpipeline.org</a>
No Limitations	Lance	Souther	D Lance Souther, inc.	Macon	GA	President	478-742-2292		<a href="mailto:lance@dlsi.us">lance@dlsi.us</a>
Limited to steel projects 4" steel and above	Edmund	Zammit		Macon	GA		478-742-2292		<a href="mailto:edmund@dlsi.us">edmund@dlsi.us</a>
Limited to projects in Caloosa, Dade, Walker, and Murray Counties (extreme NW GA)	Jason	McCanlies	Benton-Georgia, LLC	Douglasville	Georgia	Regional Manager	678-951-7667		<a href="mailto:jmccanlies@benton-georgia.com">jmccanlies@benton-georgia.com</a>
Limited to projects geographically from Marietta north to Tennessee only	Dooley	Eaves		Commerce	GA	Regional Manager	706-336-0063	201	<a href="mailto:deaves@troycnstruction.com">deaves@troycnstruction.com</a>
	Casey	Colbey	Troy Construction, LLC	Commerce	GA	Estimating	706-336-0063	203	<a href="mailto:ccolbey@troycnstruction.com">ccolbey@troycnstruction.com</a>
	SD	Newman	Hiwassee Construction Company, Inc.	Calhoun	TN	Owner	423-421-3030		Only available by cell. Email Todd at Hiwassee Construction address below when needed.
	Todd	Newman		Calhoun	TN	Vice-President	423-667-0576		<a href="mailto:toddn@hiwasseeconstruction.com">toddn@hiwasseeconstruction.com</a>
	Eugene	McCallie	Hunter Utility	Birchwood	TN	Operations Manager	423-399-2104		<a href="mailto:Huntentility@aol.com">Huntentility@aol.com</a>

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD  
MEMORANDUM OF UNDERSTANDING**

between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Bellsouth Telecommunications LLC d/b/a AT&T Georgia (hereafter the OWNER)

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Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

\_\_\_\_\_ Internet Data Service  
\_\_\_\_\_ Other Facilities (Description) \_\_\_\_\_

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT. Insert here or attach a detailed description of proposed new additional utility installations:

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## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design \_\_\_\_\_  
Construction \_\_\_\_\_

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_  
Construction \_\_\_\_\_ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None \_\_\_\_\_

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design   
Construction

**The following is hereby mutually agreed to and understood by both parties:**

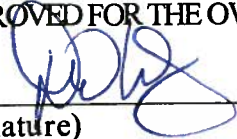
1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the

processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled **“Buy America Certificate of Compliance”** is attached to this agreement as **“Exhibit A.”** Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

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

9/19/14  
 \_\_\_\_\_  
 (Date)

MANAGER-OSP PLANNING & DESIGN

(Title)

APPROVED FOR THE DEPARTMENT BY:

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

10-7-14  
 \_\_\_\_\_  
 (Date)

STATE UTILITIES ENGINEER

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
City of Buford (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

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- Sanitary Sewer facilities and/or Storm Drainage System
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- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

PI #

\_\_\_\_\_ Internet Data Service  
\_\_\_\_\_ Other Facilities (Description) \_\_\_\_\_

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT.  
Insert here or attach a detailed description of proposed new additional utility installations:

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## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

- 3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_



3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design \_\_\_\_\_  
Construction  X

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_  
Construction \_\_\_\_\_ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None \_\_\_\_\_

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design  X   
Construction \_\_\_\_\_

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the

processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

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

9/17/14  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Title)

APPROVED FOR THE DEPARTMENT BY:

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

10-7-14  
\_\_\_\_\_  
(Date)

STATE UTILITIES ENGINEER

### **Pre-Approved Contractor List**

Company Name: C.E.D.S. Construction Co., Inc.  
Address: P.O. Box 97, Cumming, Georgia 30028  
Phone: 770.889.2361  
Contact Person: Chad Roebuck  
E-Mail: croebuck1\_ceds@bellsouth.net

Company Name: Southeast Connection, LLC  
Address: 2720 Dogwood Drive SE, Conyers, Georgia 30013  
Phone: 404.659.1422  
Contact Person: Josh Evans  
E-Mail: josh@seconnections.com

Company Name: Southern Pipeline, Inc.  
Address: 1243 Casey Road, Winder, Georgia 30680  
Phone: 678.414.7491  
Contact Person: Tony Pittman  
E-Mail: tpittman@southernpipeline.org

**Please provide a minimum of three.**

### **Pre-Approved Design Consultant List**

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

**SECTION 02553 - NATURAL GAS DISTRIBUTION**

PART 1 - PRODUCTS

1.1 MATERIALS

- A. Provide all pipe, fittings, valves and accessories required for a complete, properly functioning system.

1.2 PIPING SYSTEMS

A. Steel Pipe Type 1 (STPG-1):

- 1. Pipe: For pipe size 2 inch diameter and greater, furnish seamless or electric resistance welded pipe. Provide pipe with minimum wall thickness, weight and yield strength as follows:

<u>Nom. Size</u>	<u>Outside Diameter</u>	<u>Wall Thickness</u>	<u>Weight per Foot</u>	<u>Yield Strength</u>
4-inch	4-1/2 in.	0.188 in.	8.66 lb.	42,000 psi
6-inch	6-5/8 in.	0.219 in.	14.98 lb.	52,000 psi

- 2. Pipe Coating: For all pipe installed using open cut techniques, provide a plant applied, fused on, 50-mil thick 3-layer coating system, SYNERGY or equal. For all pipe installed using directional bore and conventional bore (untrenched) methods, provide a plant or mill applied 14-mil thick fusion bonded epoxy (FBE) resin coating and an additional 30-mil thick two-part epoxy coating (SCOTCHKOTE 6352 by 3M, Powercrete Tan-DD by Berry Plastics Corp., Pipe Clad 2040 (Black) by Lilly Industries, Inc. or equal). Provide coatings on all pipe 2-inches in diameter and greater. The coatings should be terminated 2 to 3 inches from each pipe end.
- 3. Fittings: Furnish line fittings conforming to applicable pipe specification and jointing requirements. Furnish long radius bends. Short radius bends are not permitted. Furnish standard weight welding fittings conforming to ANSI B16.9 except as otherwise indicated or required. Where indicated or required for connection to flanged devices, make connection using welding flange with matching flange and drilling.
- 4. Joints: For line pipe and fittings, butt welded joints will be utilized. Where flanged joints are indicated or required, flanges and accessories conforming to requirements of ANSI B16.5, MSS SP-44 or ANSI B16.24 will be utilized. Use insulating type flange connection accessories where electrical isolation is required.
- 5. Joint Coating and Wrap: For all below grade line pipe joints, fittings and damaged coating areas, installed using open cut techniques, wrap exterior with a prefabricated 35-mil tape wrap. Apply tape with the manufacturer’s recommended primer. Use type II tape with homogeneous elastomeric-sealant layer.
  - a. At contractor’s option, a shrink sleeve by Canusa, CVA/Raychem or equal may be used or the joint may be coated with a 40-mil coating of Powercrete F-1 by Berry Plastics Corp. or SP-2888 RG Brush Grade epoxy-urethane by Specialty Polymer Coatings, Inc., or equal.

- b. For all below grade line pipe joints on pipe installed using boring techniques, coat exterior with a 40-mil coating of SP-2888 RG Brush Grade 2-part epoxy-urethane by Specialty Polymer Coatings, Inc., POWERCRETE Tan-DD by Berry Plastics Corp. or equal or wrap exterior with a prefabricated wraparound pipe sleeve system specifically designed for directional-drilled installations.
6. Steel Fitting Coating: For all below grade flanged fittings, flanges, nuts and bolts and other irregular shaped surfaces where tapes are not recommended, coat exterior surfaces with Roskote A-51 Plus Mastic, Roskote R-28 rubberized mastic, Powercrete A-1 or equal. Provide 2 coats with a total minimum dry film thickness of 50 mils. Allow first coat to dry to the touch before applying the second coat.

**B. Polyethylene Pipe, Type 1 (PEPG-1)**

- 1. Pipe: All polyethylene gas pipe will be PE 2406 medium-density polyethylene, manufactured and tested in accordance with ASTM D 2513. Resin shall conform to the requirements of ASTM specification D1248 for type II, Class B, Category 5, Grade P24 materials and requirements of ASTM D3350 for polyethylene with cell classification PE-234363 E.
- 2. Pipe will meet requirements of Part 192, Minimum Federal Safety Standards - Transportation of Natural and Other Gas by Pipeline for the following pressure rating(s) at 100 degrees F:

	<u>Maximum Design Pressure in PSI</u>	<u>SDR</u>
Distribution Main	60	11.0
Gas Service	60	11.0

- 3. Furnish pipe with each length or coil permanently marked with the following identifying data:
  - a. Nominal size
  - b. Dimensional ratio number (SDR)
  - c. Material code designation
  - d. ASTM specification designation
  - e. Manufacturer's name or trademark
- 4. Fittings: Provide polyethylene fittings manufactured from same material compound as pipe. Provide butt weld fittings conforming to ASTM D 3261.
- 5. Joints: For line pipe and fittings use heat fusion joints. Procedure for joining must be qualified as prescribed under paragraph 192.283 of Part 192.

**1.3 VALVES, FITTINGS AND ACCESSORIES**

**A. Steel Line Valves (SLVG-1):**

- 1. Steel body, underground, high-pressure full port line valves (ANSI 300, W x W) are to be furnished and installed by the Contractor in locations indicated on the Drawings or as authorized by the Owner. Each valve must be able to meet the operating conditions specified for the line in which installed. Provide valves for wrench operation unless other type operations is shown or specified.

2. Available Manufacturers: Subject to compliance with requirements, firms offering products that may be incorporated in the work include, but are not limited to, the following:
    - a. Ballomax Valves by Broen, Inc.
    - b. Balon Valves
    - c. Kerotest Manufacturing Company
    - d. KMC Atlanta, Inc.
  3. For each direct burial valves furnish a two piece, cast iron roadway valve box with 5-1/4 inch minimum shaft size, cast iron top ring and drop type lid with “stay-put” features, and extensions as necessary to adjust top to finished grade.
- B. Polyethylene Valve (PEVG-1)
1. Valve body of polyethylene conforming to ASTM D2513 Grade P23, Buna N o-ring stem seals, stainless steel stem molded into valve actuator, stainless steel body stiffener sleeve seat assembly with Buna N seating surface, injection molded Delrin disc, and square operating actuator with valve position indicators. Furnish full port valve with pressure rating and SDR matching connecting pipe.
  2. Subject to compliance with requirements, firms offering products, which may be incorporated in the work, include but are not limited to, the following:
    - a. Ballomax Valves by Broen, Inc.
    - b. Kerotest Manufacturing Company
  3. For each direct burial valve furnish a two piece, cast iron or plastic roadway valve box with 5-1/4 inch minimum shaft size, cast iron top ring and drop type lid with “stay-put” features, and extensions as necessary to adjust top to finished grade.
- C. Pipe Detection Wire:
1. Provide No. 12 AWG solid single conductor, hard-drawn copper clad steel (CSS) cable insulated with a 45-mil high molecular weight polyethylene (HDPE) jacket conforming to ASTM D1248 for Type 1 Class C. Provide CCS wire with a minimum tensile break load of 1,030 pounds and with not less than 21 percent conductivity. Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
    - a. Pro-Trace HDD-CCS PE45 by Pro-Line Safety Products; or approved equal.
  2. For splices, use direct burial, water and corrosion proof, silicone-filled, pipe detection wire connector kits. Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
    - a. Pro-Trace TW Connectors by Pro-Line Safety Products; or approved equal.
- D. Warning Tape:
1. Provide non-metallic warning tape with the words “CAUTION GAS PIPELINE BELOW” or similar phrase printed continuously. Warning tape shall be 3-inch wide,

polyethylene material, with printed black ink on yellow tape, or APWA approved color, and to meet or exceed industry standards.

END OF SECTION 02553



Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Williams Gas Pipeline (hereafter the OWNER)

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Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

Internet Data Service

Other Facilities (Description)

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT.  
Insert here or attach a detailed description of proposed new additional utility installations:

None

## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design  (A Transco Representative must approve Design)

Construction  (Must have a Transco Representative or Transco Approved inspector onsite during construction)

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design

Construction

**If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None

Excluded Items \_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design

Construction

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall

occur in the United States. The only exception to this requirement is the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

David J. Wilkerson  
(Signature)

09/19/2014  
(Date)

DIRECTOR OF OPERATIONS

(Title)

APPROVED FOR THE DEPARTMENT BY:

Michael J. Bolda  
(Signature)

9-29-14  
(Date)

STATE UTILITIES ENGINEER

**Pre-Approved Contractor List**

Company Name: CCI  
Address: 1045 Hazleurst Industrial Park Drive Hazlehurst, MS 39083  
Phone: 601-894-5239  
Contact Person: Patrick McManus  
E-Mail: [Patrick@cci-pipeline.com](mailto:Patrick@cci-pipeline.com)

Company Name: CECO Pipeline  
Address: 1531 Alton Rd Birmingham, Al 35210  
Phone: 205-957-2557  
Contact Person: John Johnson  
E-Mail: [JJohnson@ceconet.com](mailto:JJohnson@ceconet.com)

Company Name: Troy Construction  
Address: 260 Mount Olive Church Rd Commerce, Ga 30529  
Phone: 706-336-0063  
Contact Person: Dierk Hatcher  
E-Mail: [dhatcher@troyconstruction.com](mailto:dhatcher@troyconstruction.com)

Company Name: Sunland Construction, Inc  
Address: 5401 Kauloosa Ave.  
Phone: 205-750-2004  
Contact Person: Kyle Vidrine  
Email: [skvidrine@sunlandconstruction.com](mailto:skvidrine@sunlandconstruction.com)

Company Name: Pilgrim Construction Co., LLC  
Address: Drawer E Sandersville, MS 39477  
Phone: 601-426-3118  
Contact Person: Lee Windham  
Email: [LWindham@pilgrimconstructionco.com](mailto:LWindham@pilgrimconstructionco.com)

Company Name: InfraSource  
Address: 4957 Carpenter Road Ypsilanti, MI 48197  
Phone: 281-793-6931  
Contact Person: Gene Bell  
Email: [Gene.Bell@infrasourceinc.com](mailto:Gene.Bell@infrasourceinc.com)

Company Name: JAN X-ray Services, Inc  
Address: 8550 E. Michigan Ave, Parma, MI 49269  
Phone: 517-416-0563  
Contact Person: Keith Milligan  
Email: [keith.milligan@applusrtd.com](mailto:keith.milligan@applusrtd.com)

Company Name: H&H X-Ray Services, Inc.  
Address: 104 Enterprise Street West Monroe, LA 71292  
Phone: 318-651-0216  
Contact Person: Scott Swanner

**Please provide a minimum of three.**

**Pre-Approved Design Consultant List**

Company Name: Hatch Mott MacDonald  
Address: 10333 Richmond Avenue Suite 325 Houston TX 77042  
Phone: 281-726-6996  
Contact Person: Jason Woodell  
E-Mail: 713-425-0768

Company Name: Burns and McDonnell  
Address: 1700 West Loop South Houston TX 77027  
Phone: 832-214-2889  
Contact Person: Hyun C. Kim  
E-Mail: hkim@burnsmcd.com

Company Name: Hargrove  
Address: 16300 Katy Freeway, Suite 300  
Phone: 832-643-5684  
Contact Person: Khanh Hoang Phan  
E-Mail: 832-643-5684

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Georgia Power Distribution (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities



\_\_\_\_ Street Lighting  
\_\_\_\_ Internet Data Service  
\_\_\_\_ Other Facilities (Description) \_\_\_\_\_

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT. Insert here or attach a detailed description of proposed new additional utility installations:

N/A

---

## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design

Construction

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design

Construction

**If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None

Excluded Items \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design

Construction

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the

processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled **“Buy America Certificate of Compliance”** is attached to this agreement as **“Exhibit A.”** Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.


APPROVED FOR THE OWNER BY:

  
 (Signature)

September 2, 2014  
 (Date)

Project Manager  
 (Title)

APPROVED FOR THE DEPARTMENT BY:

  
 (Signature)

9-18-14  
 (Date)

STATE UTILITIES ENGINEER

**Pre-Approved Contractor List**

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

**Please provide a minimum of three.**

### **Pre-Approved Design Consultant List**

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

# GEORGIA POWER COMPANY

Design Contractors				
Name	Contact	Phone Number	Email	Address
TRC	Brad Benson	770-554-0225 470-345-6865	<a href="mailto:bbenson@trcsolutions.com">bbenson@trcsolutions.com</a>	2976 Chapel Hill Rd, Suite 100, Douglasville, GA 30135
UC / Synergetic	Mark Murray	770-835-0319	<a href="mailto:mmurray@ucsinc.com">mmurray@ucsinc.com</a>	1700 Water Place, Suite 100, Atlanta, GA
X-Line	L. Bryan Powell	770-459-5939	<a href="mailto:bryan.powell@x-lineinc.com">bryan.powell@x-lineinc.com</a>	P.O.Box 1004, Villa Rica, GA 30180
Construction Contractors				
Name	Contact	Phone Number	Email	Address
Associated Diversified	Quentin Gillette Kelli James	(256) 351-8622	<a href="mailto:ggillette@wearediversified.com">ggillette@wearediversified.com</a> <a href="mailto:kjames@wearediversified.com">kjames@wearediversified.com</a>	2910 Hwy 31 NW Hartselle, AL 35640
MasTec	Ron Moody Ron Martin	850-562-2135	<a href="mailto:ron.moody@mastec.com">ron.moody@mastec.com</a> <a href="mailto:ronnie.martin@mastec.com">ronnie.martin@mastec.com</a>	800 S. Douglas Road, 12th Floor Coral Gables, FL 33134
Pike Electric	Todd Badgett Matt Simmons	333-719-4431 336-719-4508	<a href="mailto:tbadgett@pike.com">tbadgett@pike.com</a> <a href="mailto:msimmons@pike.com">msimmons@pike.com</a>	P.O. Box 868, 100 Pike Way Mount Airy, NC 27030
Service Electric	Jody Shea	(423) 265-3161 x102	<a href="mailto:jshea@serviceelectricco.com">jshea@serviceelectricco.com</a>	1631 East 25th Street PO Box 3656
Sumter Utilities	Mikell Murray	843-725-9521	<a href="mailto:jimmurray@suiemail.com">jimmurray@suiemail.com</a>	1151 North Pike West Sumter, SC 29151
Utilicon	Jimmy Glover	(478) 348-3233	<a href="mailto:j.glover@utilicon.net">j.glover@utilicon.net</a>	13275 Highway 231 Davisboro, Ga 31018
Williams	Rick Falls	704-484-1881	<a href="mailto:rick.falls@4weco.com">rick.falls@4weco.com</a>	PO Box 2367 Shelby, NC 28151-2367

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
Between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
And  
Comcast (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

Internet Data Service  
 Other Facilities (Description) \_\_\_\_\_

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT.  
Insert here or attach a detailed description of proposed new additional utility installations:

---

---

## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_



3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design    
 Construction

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_   
 Construction \_\_\_\_\_

**If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None \_\_\_\_\_

Excluded Items \_\_\_\_\_   
 \_\_\_\_\_   
 \_\_\_\_\_

Comments: \_\_\_\_\_   
 \_\_\_\_\_   
 \_\_\_\_\_   
 \_\_\_\_\_   
 \_\_\_\_\_

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design \_\_\_\_\_   
 Construction \_\_\_\_\_

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the

processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement as "Exhibit A." Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

Chris Bates  \_\_\_\_\_ 12/15/14 \_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_ construction \_\_\_\_\_  
 (Title)

APPROVED FOR THE DEPARTMENT BY:

 \_\_\_\_\_ 1-9-15 \_\_\_\_\_  
 (Signature) (Date)

STATE UTILITIES ENGINEER

Company Name: Sirah Contracting, Inc.  
Address: 1695 Farmer Rd NW, Conyers GA 30012  
Phone: Office: (770) 761-9940, Mobile: (770) 351-2468  
Contact Person: Charles Nolte  
E-Mail: [cnolte@sirahcontracting.com](mailto:cnolte@sirahcontracting.com)

Company Name: Cable East Inc.  
Address: 1940 Statham Dr, Statham, GA 30666  
Phone: Office: (678) 753-1410, Mobile: (706) 202-3653  
Contact Person: Dale Massingill  
E-Mail: [dale.massingill@cable-east.com](mailto:dale.massingill@cable-east.com)

Company Name: Comtrac Services, Inc.  
Address: 2250 Lithonia Industrial Blvd, Lithonia, GA 30058  
Phone: Office: (770) 934-9595, Mobile: (404) 597-7275  
Contact Person: Dave Hendee  
E-Mail: [david.hendee@comtracinc.com](mailto:david.hendee@comtracinc.com)

**Please provide a minimum of three.**

#### **Pre-Approved Design Consultant List**

Company Name: Broadband Network Solutions  
Address: P.O. Box 3294, Dalton GA 30719  
Phone: Office: 770-966-0628  
Contact Person: April Woods  
E-Mail: [wood\\_april@bns-design.com](mailto:wood_april@bns-design.com); [engineering\\_department@bns-design.com](mailto:engineering_department@bns-design.com); [bns\\_administration@bns-design.com](mailto:bns_administration@bns-design.com)

Company Name: CCI Solutions, Inc.  
Address: 105 Kent St, Iron Mountain MI 49801  
Phone: Office: (470) 233-7135, Office: (906) 282-2297  
Contact Person: Tim Gonyea  
E-Mail: [tim.gonyea@ccisystems.com](mailto:tim.gonyea@ccisystems.com); [cciengineering-bsc@ccisystems.com](mailto:cciengineering-bsc@ccisystems.com)

Company Name:  
Address:  
Phone:  
Contact Person:  
E-Mail:

Georgia DOT Project: I-85 Express Lanes  
GDOT P.I. #110600

**DESIGN-BUILD**  
**MEMORANDUM OF UNDERSTANDING**  
between the  
Georgia Department of Transportation (hereafter the DEPARTMENT)  
and  
Georgia Transmission Corporation (GTC) (hereafter the OWNER)

---

Whereas the DEPARTMENT proposes to undertake a design-build project hereafter referred to as PROJECT to widen Interstate 85 (I-85), adding one managed lane in each direction, from just north of Old Peachtree Road to Hamilton Mill Road and adding two new auxiliary lanes, one between SR 20/Buford Drive and SR 317/Lawrenceville Suwanee Road (SB) and one between SR 20/Buford Drive and SR 324/Gravel Springs Road (NB) in Gwinnett County, Georgia by contract through competitive bidding procedures; and,

Whereas the DEPARTMENT will accomplish the PROJECT through a Design Consultant, Design Consultant Team and/or Contractor hereafter referred to as CONTRACTOR; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the PROJECT, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or Utility Facility, at the location of the PROJECT; and

Whereas, OWNER acknowledges that, generally, absent a showing of prior rights, the costs of relocation, protection, removal, or adjustment performed by OWNER shall be borne by OWNER; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), DEPARTMENT is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of OWNER'S facilities where DEPARTMENT has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the design-build project; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the Department and the Department's roadway contractor for the design-build project; and

**1. Type of Utility**

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed PROJECT:

Type of facility or facilities of OWNER:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead) wires, poles, etc. **See Exhibit "B"**
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting

\_\_\_\_ Internet Data Service  
\_\_\_\_ Other Facilities (Description) \_\_\_\_\_

## 2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the PROJECT. Insert here or attach a detailed description of proposed new additional utility installations:

NONE

## 3. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the DEPARTMENT to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with OWNER once the PROJECT is awarded to the CONTRACTOR. For a PROJECT implementation, GDOT will not have in its possession exact costing plans to be utilized to determine exact locations of the removal, relocation, protection, or adjustment. However, Overhead/Subsurface Utility Engineering (SUE) investigations plans exist providing the best information and signifying the layout of known existing facilities. Please use these plans for developing the final determination of services as indicated below. The CONTRACTOR developed plans will be provided to the OWNER after the design build project is awarded by GDOT which shall be used by the CONTRACTOR as the final basis for the SUA or CIA. **Betterment costs will be the OWNER'S responsibility.**

**NOTE: When the Utility Owner allows the relocation work to be included in the contract, all material cost will be paid for by the Contractor, excluding betterment.**

**NOTE: Water and Sewer Design and Construction relocation work put in the contract will automatically be accomplished by the DEPARTMENT'S CONTRACTOR. The UTILITY OWNER will still have design approval authority. (No Pre-Approved Contractor/Consultant List required, leave page 6 blank). If you are a Water & Sewer Utility and choose to put your relocation Design and Construction in the contract, please check Design and Construction under Option 2 under 3B. Owner's electing to perform their own design, at their own cost, please select design under 3C.**

OWNER hereby intends to:

- 3A. OWNER, at the DEPARTMENT'S cost, will provide the following services for the properties for which it has established prior rights (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

3B. OWNER, at the DEPARTMENT'S cost, for any removal, relocation, protection, adjustment and/or design (Regardless of Prior Rights) will allow their facilities to be placed into the DEPARTMENT'S contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The DEPARTMENT will add the removal, relocation, protection, adjustment and/or design cost to the overall PROJECT's cost. (Check to signify):

**Option 1: OWNER wants the work to be performed by the OWNER's pre-approved Design Consultants and/or Contractors.**

Design  X   
Construction  X

**Option 2: OWNER wants the DEPARTMENT'S CONTRACTOR to perform the design and/or construction. (Check to signify):**

Design \_\_\_\_\_  
Construction \_\_\_\_\_ **If both are checked, please leave page 6 blank.**

As per this section, all work necessary for the removal, relocation, protection, or adjustment of the described utilities in accordance with the plans when approved shall be included in the project contract and accomplished by the CONTRACTOR except as follows (Check none or list any work items to be performed by the OWNER)

None \_\_\_\_\_

Excluded Items \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: 1) The CONTRACTOR must use a qualified consultant approved by GTC for design activities and the CONTRACTOR's consultant must coordinate the design activities with GTC.  
2) The CONTRACTOR must use a qualified construction contractor approved by GTC for construction activities and the CONTRACTOR's construction contractor must coordinate the construction activities with GTC.

3C. OWNER, at OWNER'S cost, will provide the following services (Check to signify):

Design \_\_\_\_\_  
Construction \_\_\_\_\_

**The following is hereby mutually agreed to and understood by both parties:**

**The following is hereby mutually agreed to and understood by both parties:**

1. The identification of existing facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the DEPARTMENT prior to award of the PROJECT and thereafter supplemented by the CONTRACTOR.
2. The CONTRACTOR shall coordinate reviews of the utility relocation information and obtain acceptance from the OWNER and DEPARTMENT when required. However; the OWNER shall apply for and obtain any required permits from the DEPARTMENT and perform any final design or proprietary design needed to administer its own relocation work if the work will not be included in the contract. If the preliminary plans indicate that no conflict exists, and the OWNER concurs with this information, the OWNER shall provide a letter of "no conflict" to the CONTRACTOR.
3. After award of the PROJECT, the CONTRACTOR will research any claimed compensable property interest for each OWNER claiming prior rights under section 3A and present the findings to the DEPARTMENT and OWNER for approval. The plans and estimate for the utility work shall be subject to approval of both the DEPARTMENT and the OWNER prior to construction. If the OWNER chooses to perform its own relocations and the OWNER holds no property interest as stated above; the OWNER shall confirm in writing that the OWNER will relocate its own facilities at no cost to the DEPARTMENT or the CONTRACTOR.
4. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the CONTRACTOR to ensure that all utility work included in the contract is accomplished in accordance with the PROJECT's plans and specifications. The CONTRACTOR will consult with the OWNER before authorizing any changes or deviations which affect the OWNER's facility.
5. For utility work included in the contract, the CONTRACTOR shall ensure that the design/construction and installation of the OWNER'S facilities is performed by a contractor/design consultant pre-approved/registered with both the DEPARTMENT and the OWNER. For any work included in the contract, excluding water and sewer, the OWNER will provide a list of pre-approved/registered contractors/design consultants on page 6 of the MOU.
6. For Utility work included in the contract, the OWNER or the OWNER's Consultant shall have the right to visit and inspect the work at any time and advise the CONTRACTOR and the DEPARTMENT'S Engineer of any observed discrepancies or potential issues. The DEPARTMENT agrees to notify the OWNER when all utility work is completed and ready for final inspection by the OWNER.
7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S Utility Accommodations Policy and Standards Manual (UAM), current edition" and any agreements in effect without further cost to the DEPARTMENT or its CONTRACTOR.
8. For the purpose of utility coordination, relocation and reimbursement matters, the OWNER shall cooperate with the CONTRACTOR in the same manner as if coordinating directly with the DEPARTMENT in accordance with the laws of the State of Georgia, the DEPARTMENT'S UAM and any agreements in effect between the DEPARTMENT and OWNER. The OWNER agrees to cooperate in good faith with the CONTRACTOR and to respond to all requests for information or meetings required to reach a resolution of any disputed items.
9. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel and iron products or predominantly of steel or iron (at least 90% steel or iron content) furnished for permanent incorporation into the work on this project shall occur in the United States. The only exception to this requirement is the production of pig iron and the



processing, pelletizing and reduction of iron ore, which may occur in another country. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

- a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.
- b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "**Buy America Certificate of Compliance**" is attached to this agreement as "**Exhibit A.**" Records to be maintained by the RAILROAD/UTILITIES and the Department for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
- c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron or a minimal use of foreign steel and iron materials if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

The Memorandum of Understanding will be incorporated into the project contract by reference or Exhibit.

APPROVED FOR THE OWNER BY:

  
(Signature)

09-18-14  
(Date)

VICE PRESIDENT - PROJECT SERVICES

(Title)

APPROVED FOR THE DEPARTMENT BY:

  
(Signature)

9-29-14  
(Date)

STATE UTILITIES ENGINEER

**Please provide a minimum of three.**

## **Pre-Approved Construction Contractor List**

**Company Name:** Pike Electric  
**Address:** 2479 Highway 11 N, Monroe, GA 30655  
**Phone:** 770-601-2358 M  
**Contact Person:** Jim McCloud  
**E-Mail:** jmccloud@pike.com

**Company Name:** Irby Construction  
**Address:** P.O. Box 180819, Richland, MS 39218  
**Phone:** 601-594-6771 M, 601-292-4143 0  
**Contact Person:** Doug Blake  
**E-Mail:** blake@irbyconst.com

**Company Name:** Southeast Power Corporation  
**Address:** 125 Best Drive, Spartanburg, SC 29303  
**Phone:** 864-313-9340 M  
**Contact Person:** Jack Brady  
**E-Mail:** jbrady@southeastpower.com

## **Pre-Approved Design Consultant List**

**Company Name:** Burns & McDonnell  
**Address:** 1000 Mansell Exchange W, Suite 300 Alpharetta, GA 30022  
**Phone:** 770-510-4503  
**Contact Person:** Oko Buckle  
**E-Mail:** obuckle@burnsmcd.com

**Company Name:** Commonwealth Assoc.  
**Address:** 114 Town Park Drive, Suite 150 Kennesaw, GA 30144  
**Phone:** 678-223-7020  
**Contact Person:** Jeff Young  
**E-Mail:** jdyoung@cai-engr.com

**Company Name:** SAIC  
**Address:** 1000 Legion Place, Suite 1100 Orlando, FL 32801  
**Phone:** 407-648-3558  
**Contact Person:** Jim Sosinski  
**E-Mail:** jim.sosinski@saic.com

## **Exhibit "B"**

Conditions to Design-Build Memorandum of Understanding (DOT Project: I-85 Express Lanes GDOT P.I. #110600, Gwinnett County) between Georgia Transmission Corporation (GTC) and Georgia Department of Transportation (GDOT):

- 1) GTC's Ivy Creek 115kV TL crosses at south bound construction centerline approximate station 1335+46.79 (Exhibit "B").
- 2) GDOT Contractor must coordinate with and obtain GTC's approval for any TL outages. TL outages typically may not be taken between December 1 – February 28 and May 15 - September 15.
- 3) GDOT's proposed Noise Wall may not exceed RUS Design guide clearance of 11.6 feet from the top of the noise wall to the bottom conductor of TL at 212 degrees max sag.
- 4) GDOT Contractor must use qualified consultants approved by GTC for design and construction activities. Said consultants must coordinate with and obtain GTC's approval for their design and construction activities.
- 5) Design criteria must meet or exceed the National Electrical Safety Code (NESC) and Rural Utilities Service (RUS) standards.
- 6) Construction activities must comply with Georgia High Voltage Safety Act and Occupational Safety and Health Administration (OSHA) standards.

## **Managed Lane Signing**

I-85 Managed Lanes

December 10, 2014

Note: Sign sizes and locations shown are approximate, final sizes and locations are subject to GDOT and SRTA approval.

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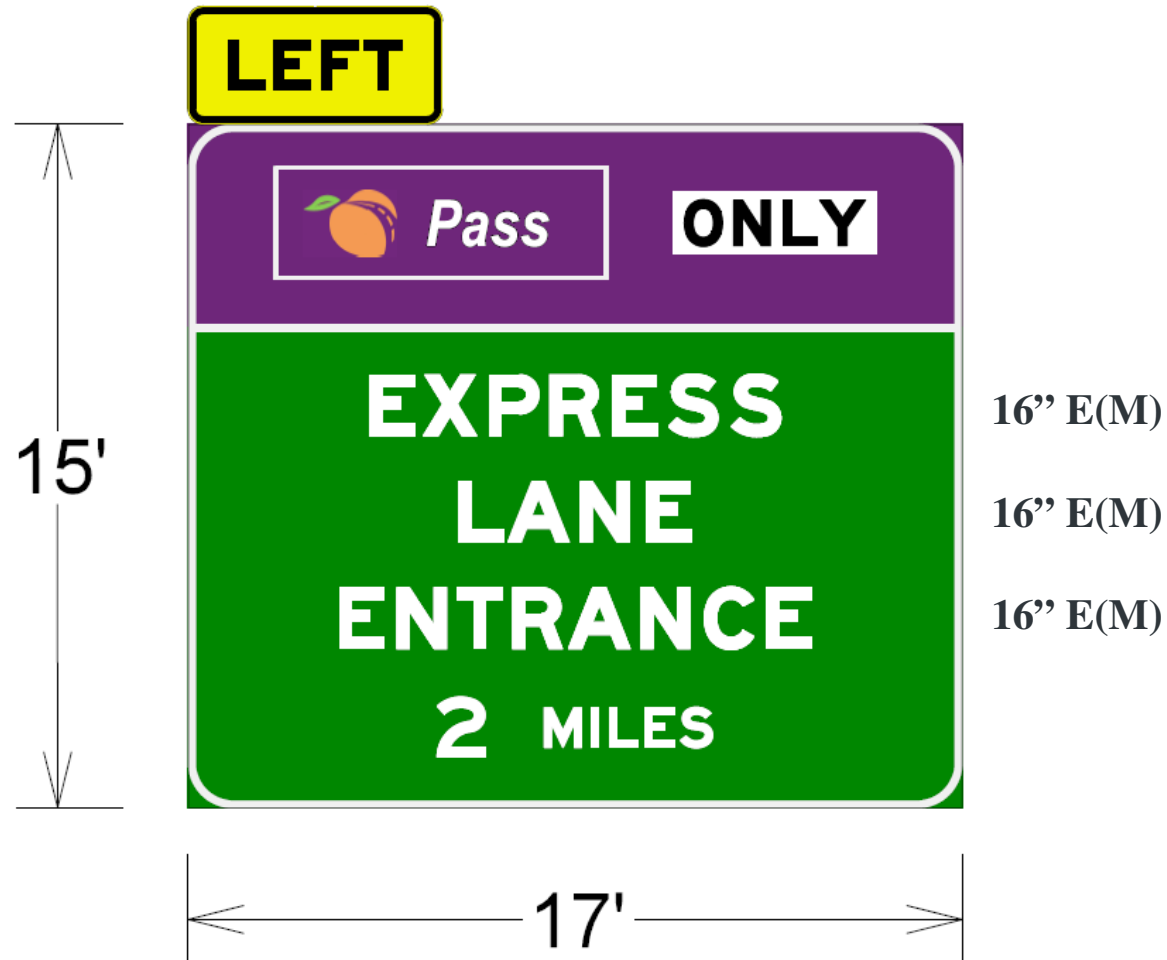
## **I-85 Managed Lanes Sign Sequence, Initial Entry**

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# **Sign Sequence – Peach Pass Tolling**

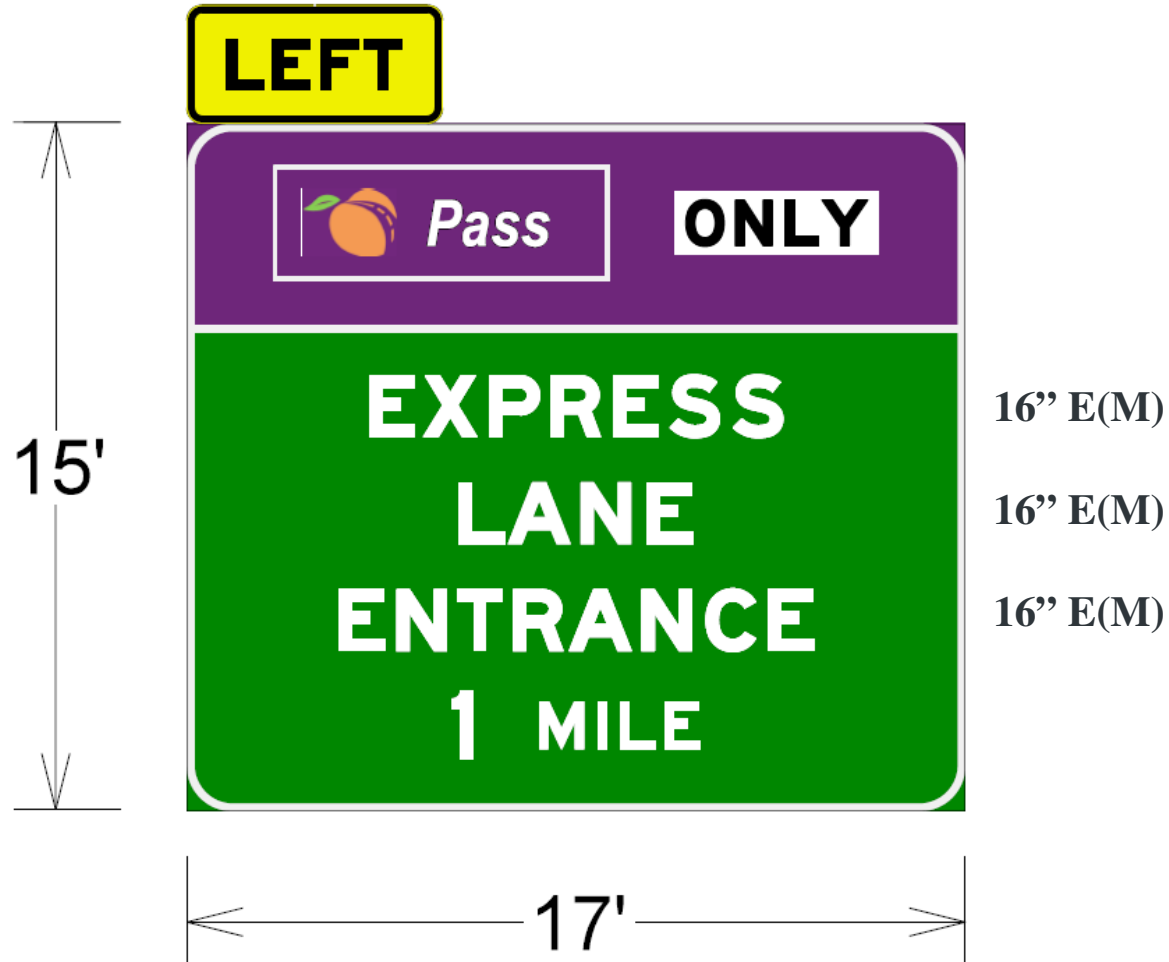
# I-85 Managed Lanes Sign Sequence, Initial Entry

2 Miles Away from Entrance



# I-85 Managed Lanes Sign Sequence, Initial Entry

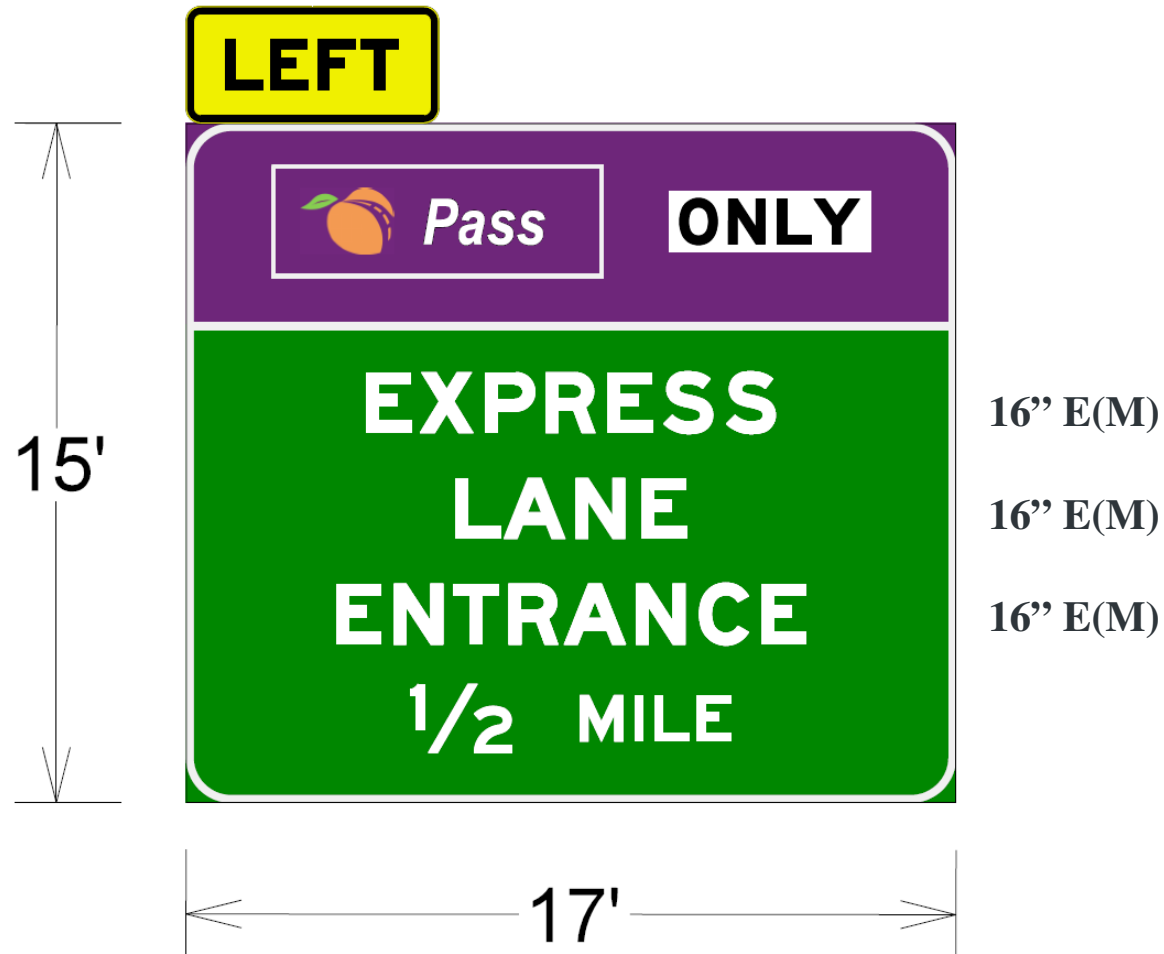
1 Mile Away from Entrance



DRAFT

# I-85 Managed Lanes Sign Sequence, Initial Entry

1/2 Mile Away from Entrance

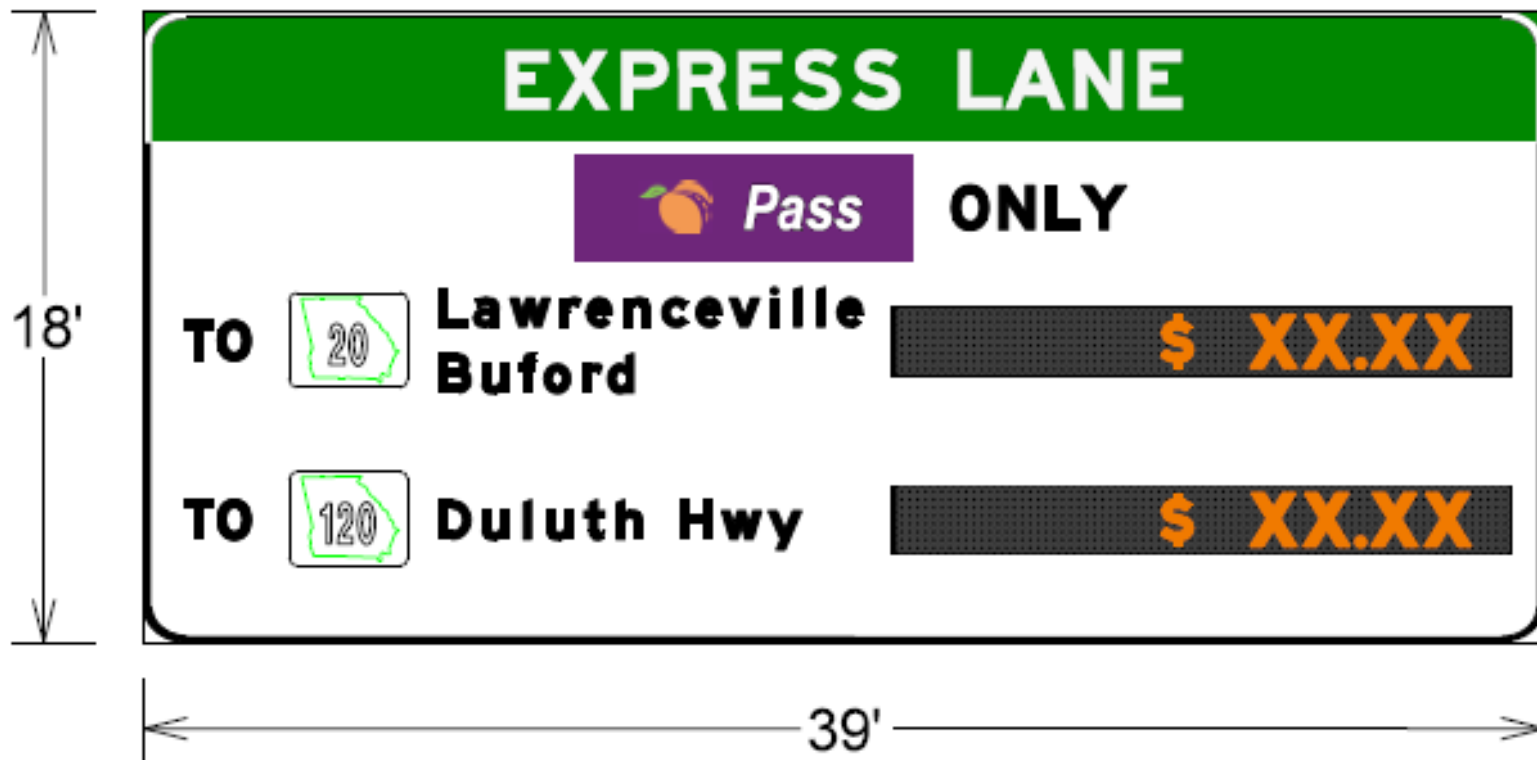


DRAFT



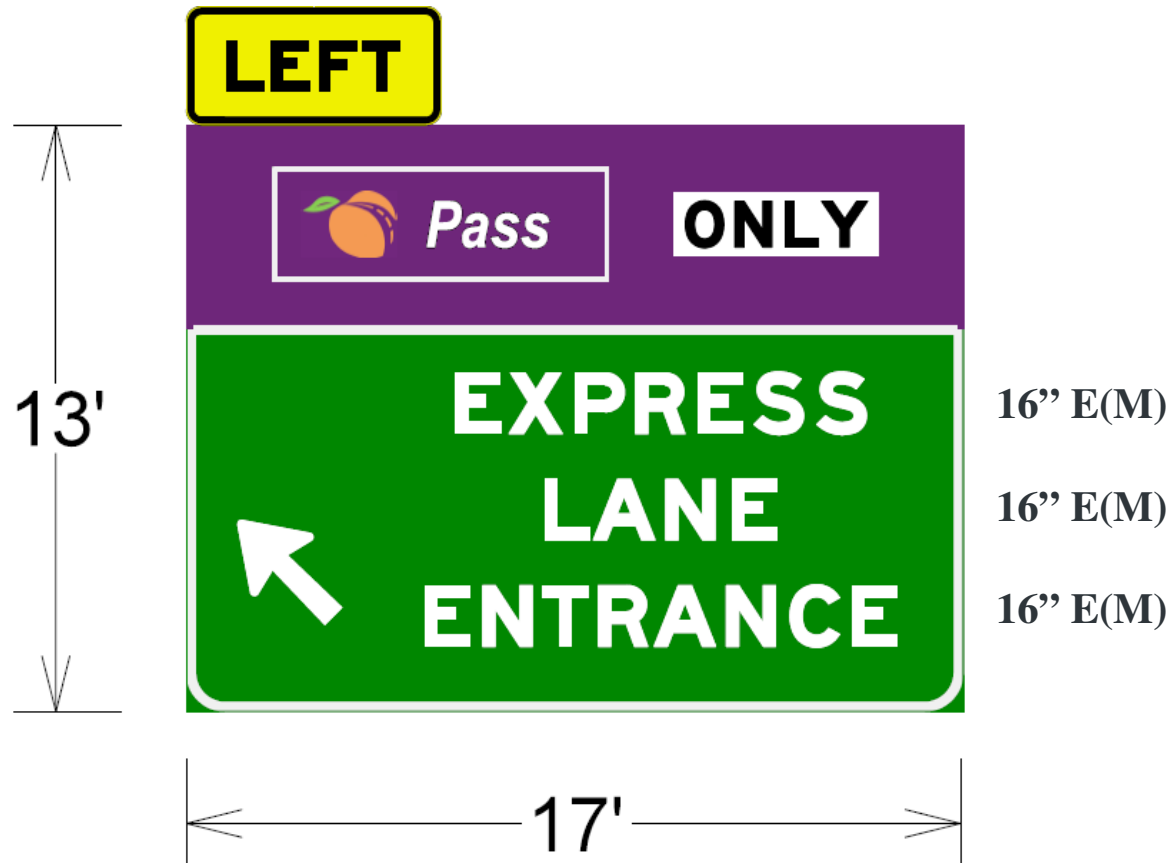
# I-85 Managed Lanes Sign Sequence, Initial Entry

1/4 Mile Away from Entrance



# I-85 Managed Lanes Sign Sequence, Initial Entry

At Entrance Taper



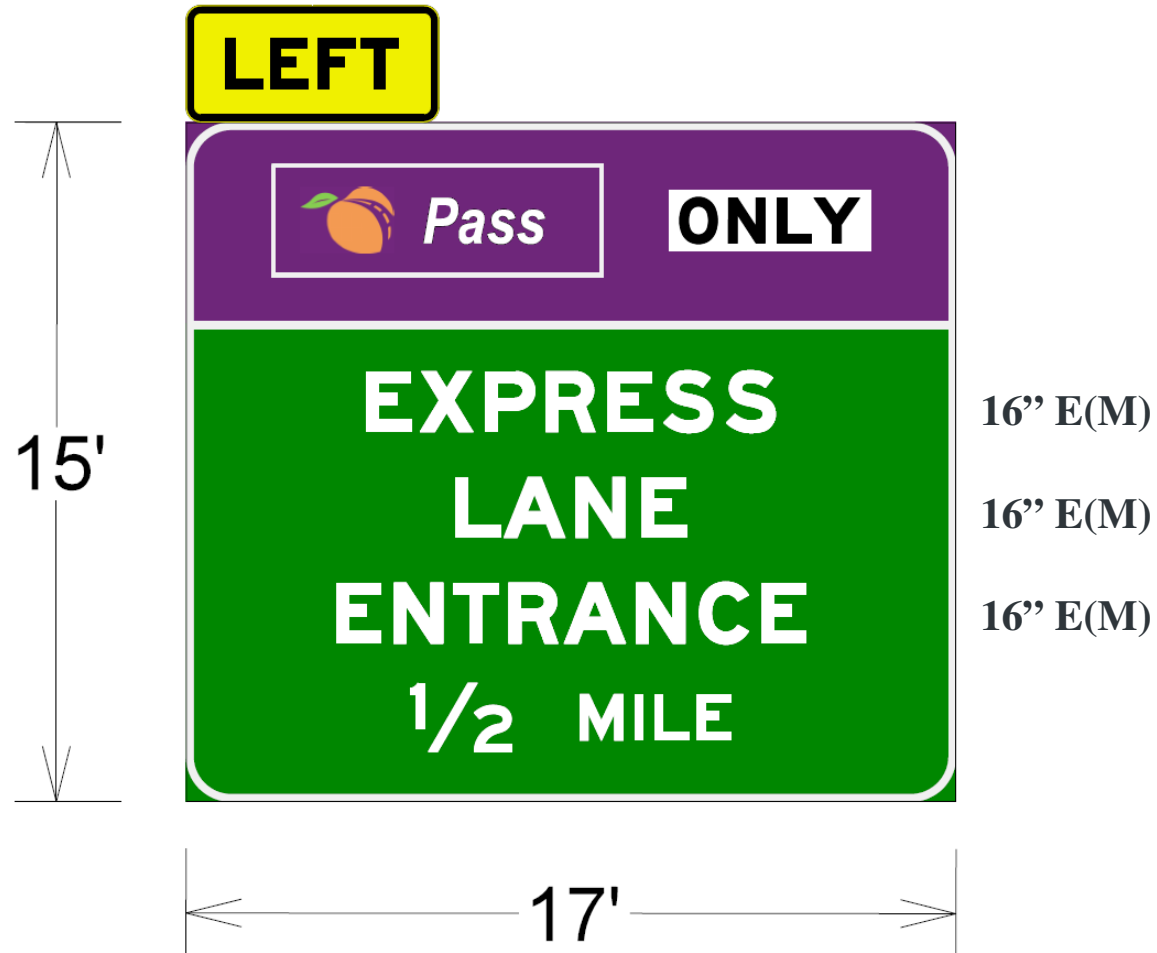


## **I-85 Managed Lanes Sign Sequence, Intermediate Entry**

# **Sign Sequence – Peach Pass Tolling (Registered ETC Accounts Only)**

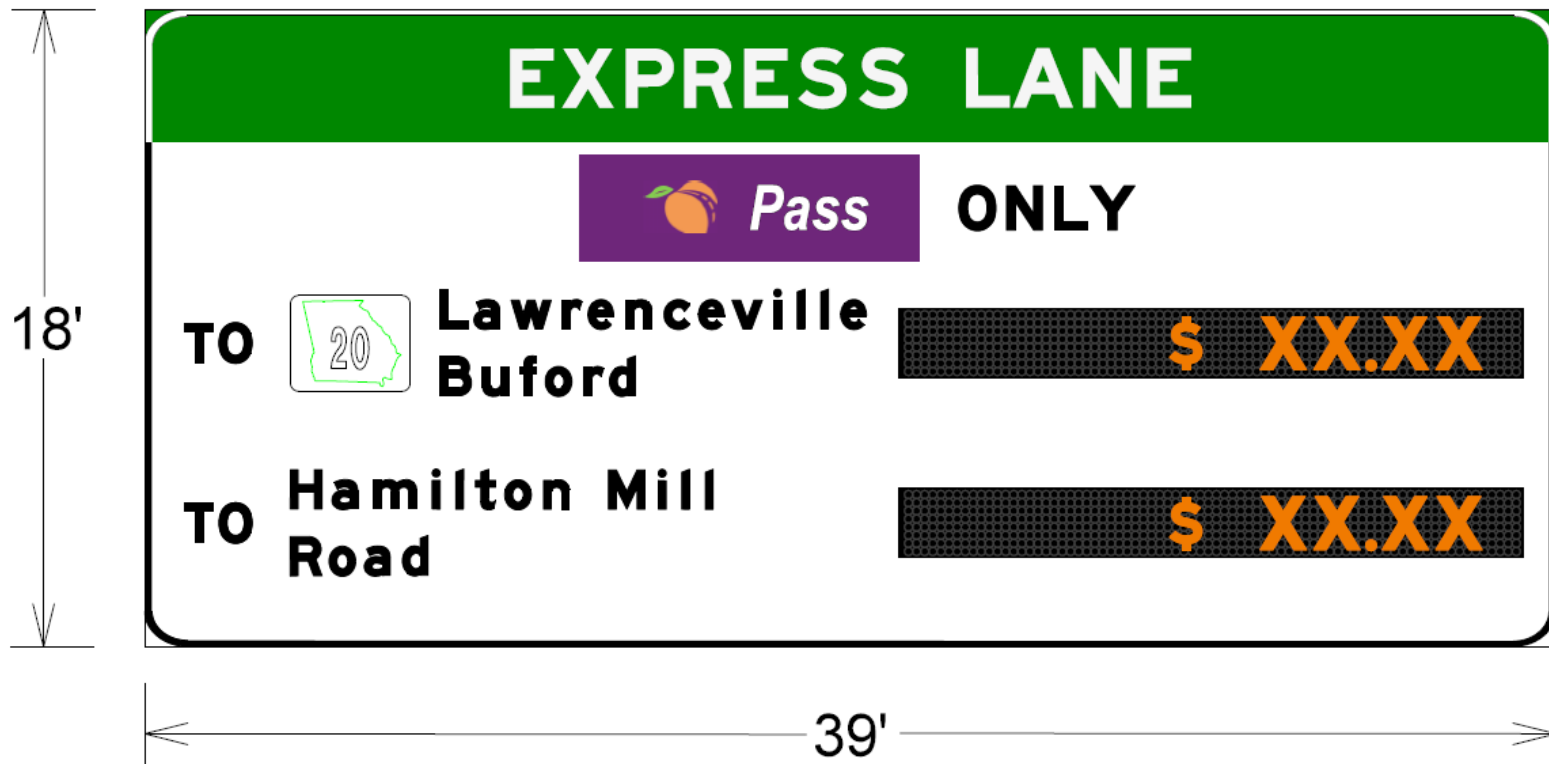
# I-85 Managed Lanes Sign Sequence, Intermediate Entry

1/2 Mile Away from Entry



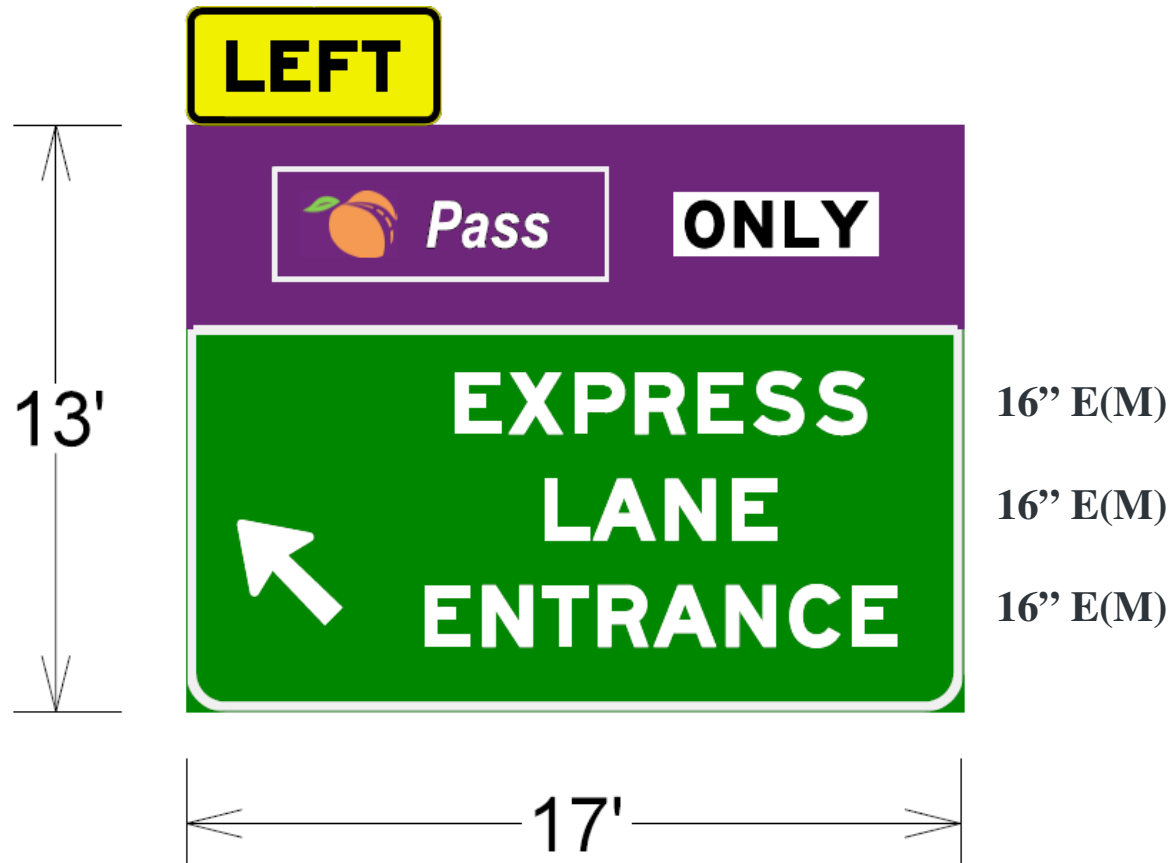
# I-85 Managed Lanes Sign Sequence, Intermediate Entry

1/4 Mile Away from Entry



# I-85 Managed Lanes Sign Sequence, Intermediate Entry

At Entry Taper





# **Egress From Managed Lane Sign Sequence**

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## **Sign Sequence – Egress From**

# Egress From Managed Lane Sign Sequence

1/2 Mile Away from Egress Opening





# Egress From Managed Lane Sign Sequence

At Egress Opening



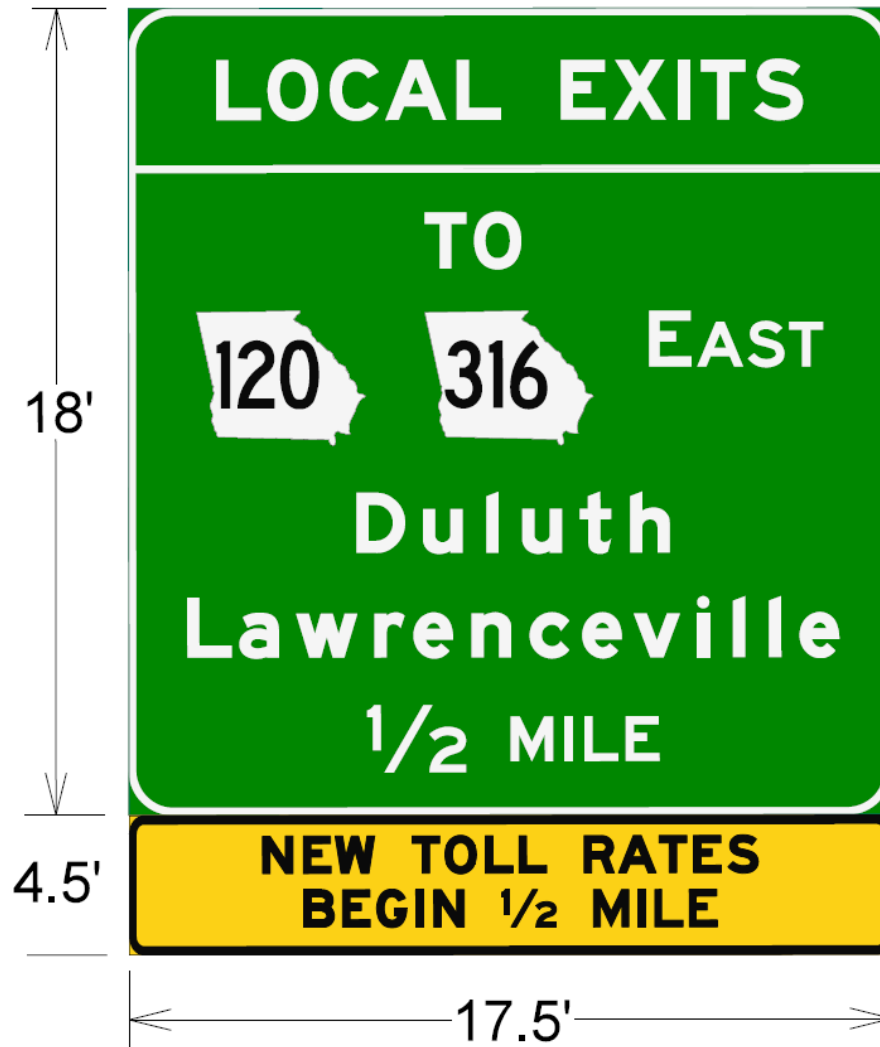


# Managed Lane Signing

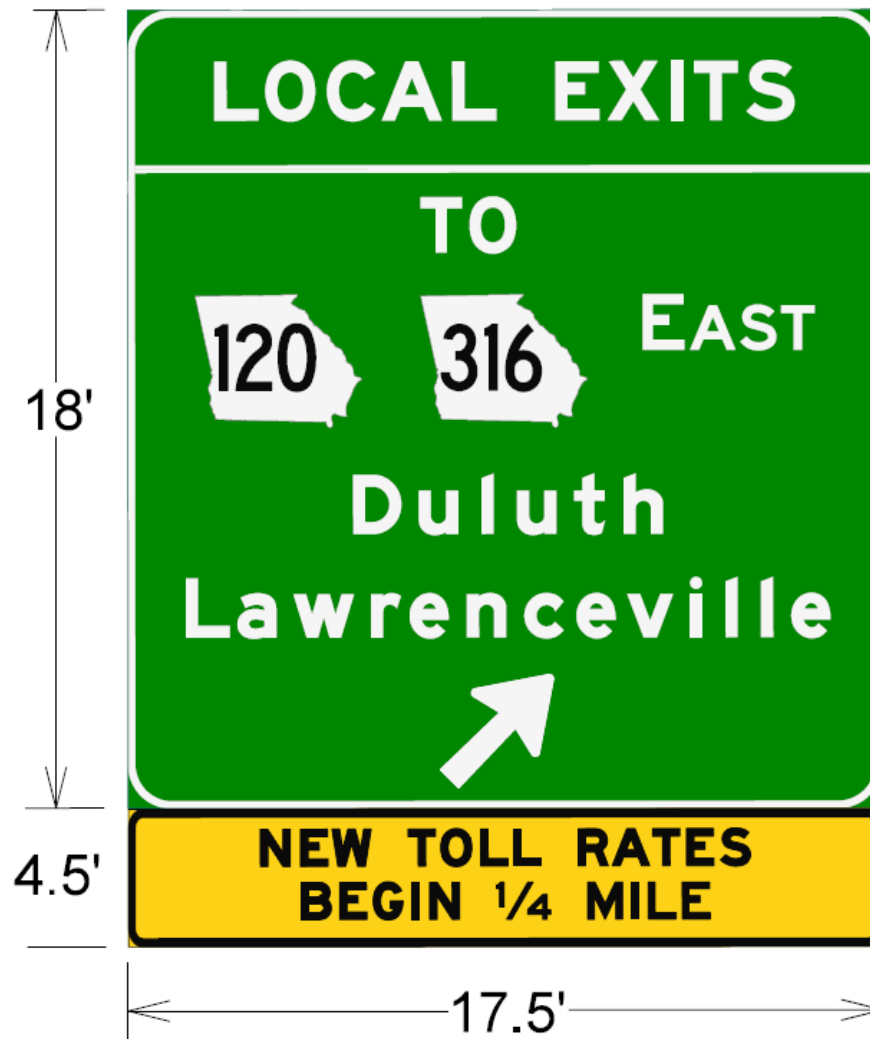
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## Additional Signs

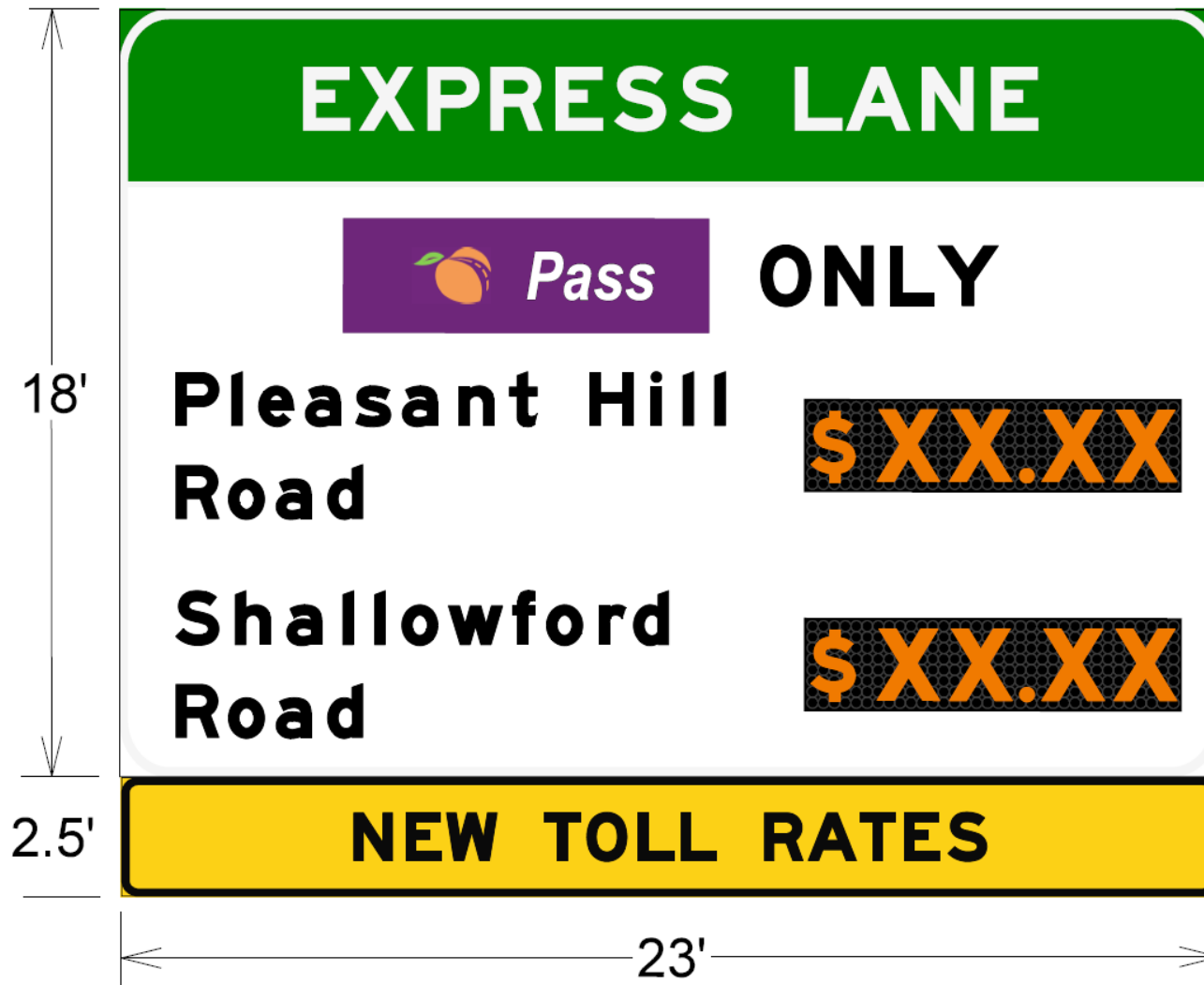
## Additional Signs, Transition Toll Rate Sign



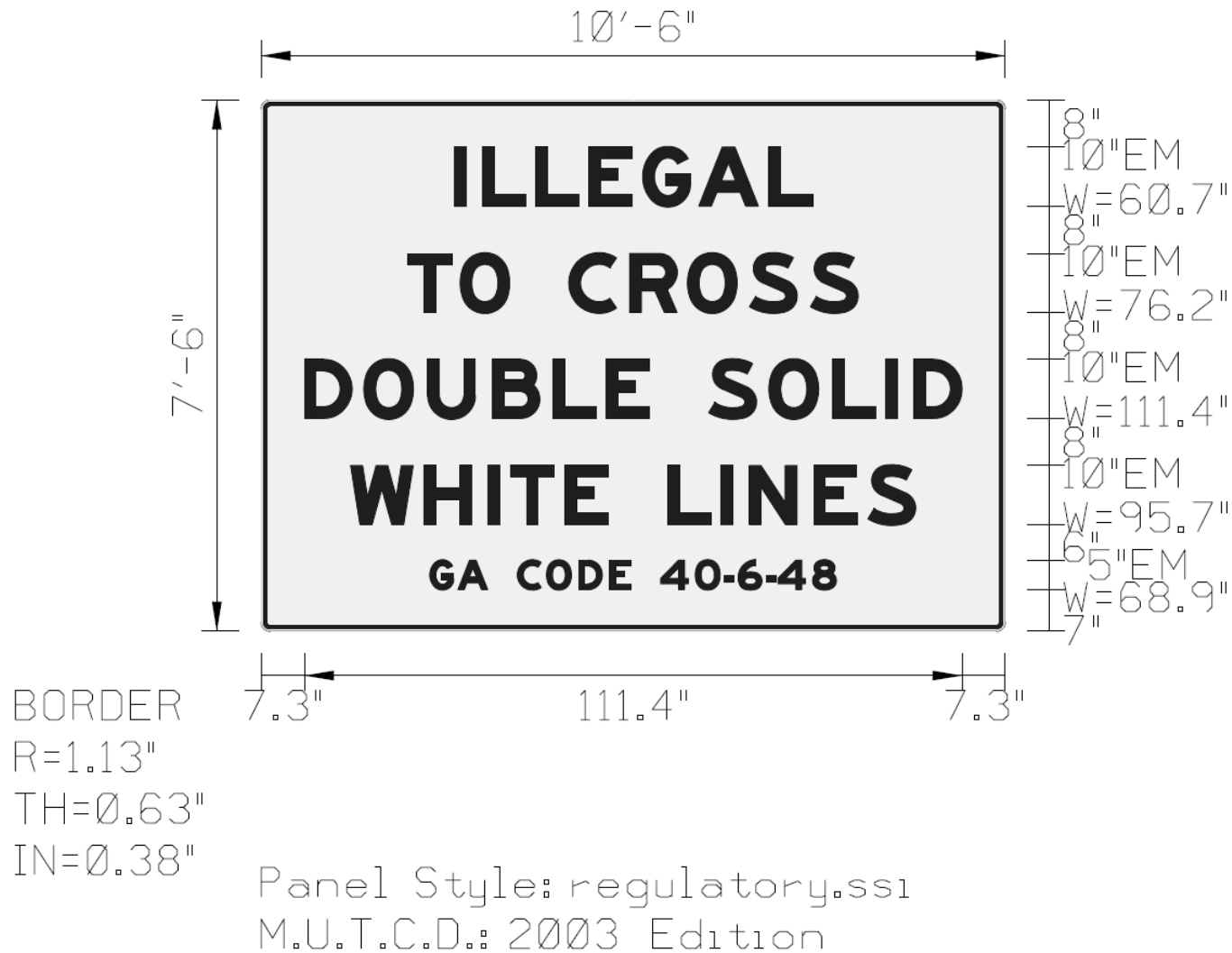
## Additional Signs, Transition Toll Rate Sign



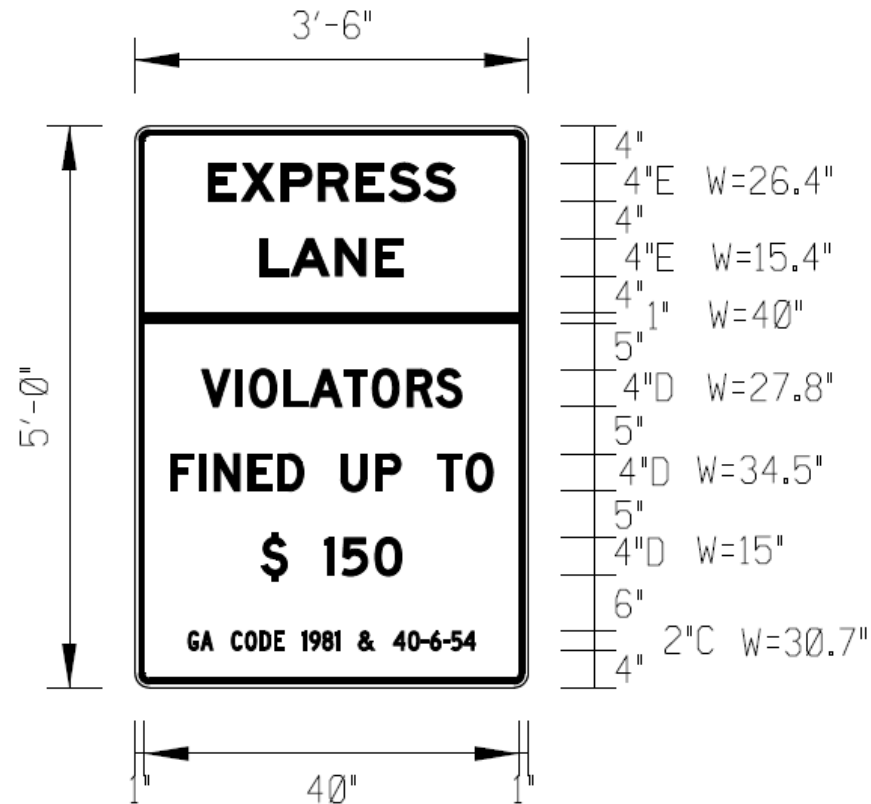
## Additional Signs, Transition Toll Rate Sign



## Additional Signs, Regulatory Sign



# Additional Signs, Regulatory Sign



BORDER

R=1.13"

TH=0.63"

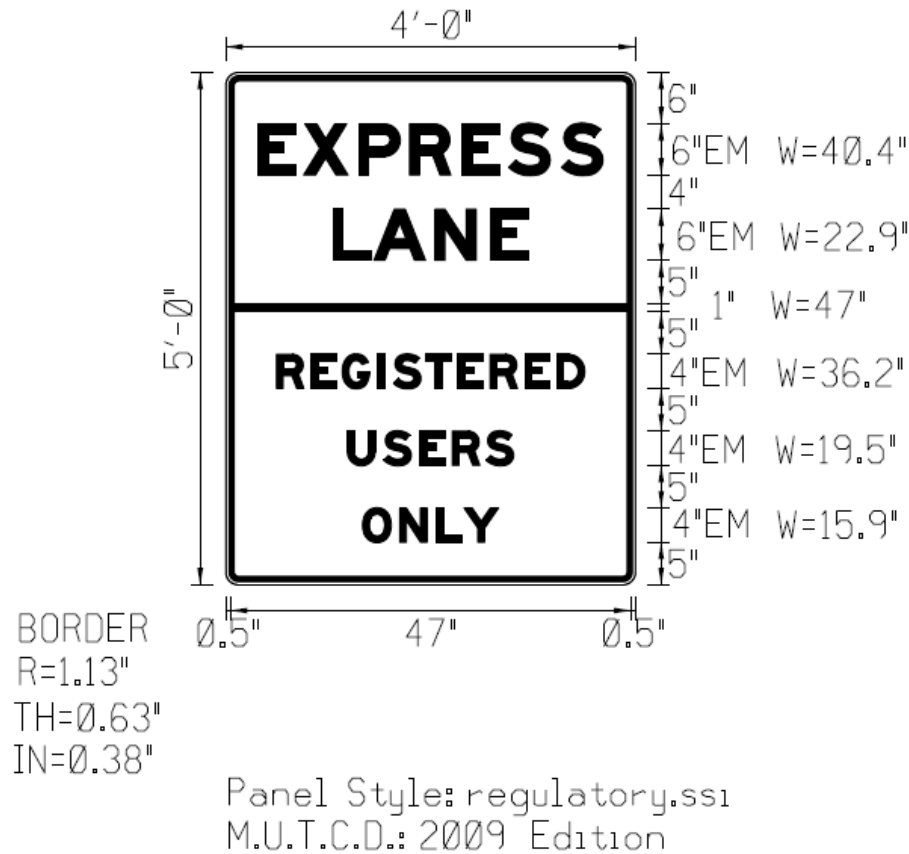
IN=0.38"

Panel Style: regulatory.ss1

M.U.T.C.D.: 2009 Edition

# Additional Signs, Regulatory Sign

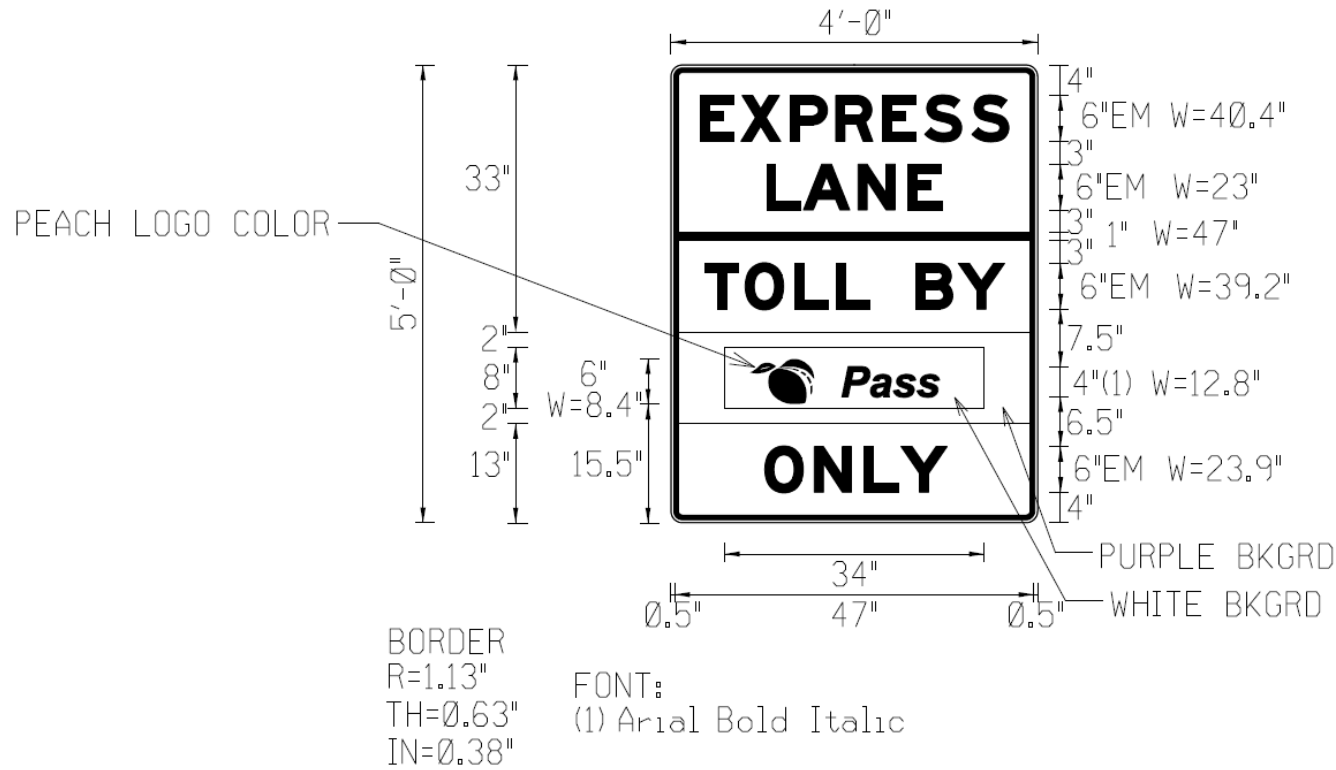
4'-0" X 5'-0"





# Additional Signs, Regulatory Sign

4'-0" X 5'-0"



**I-85 Express  
Managed Lanes from north of Old Peachtree Rd to Hamilton Mill Rd  
P.I.# 110600**

I-85 NB Station	Device	SRTA	GDOT	Purpose	Quantities	SRTA Ground Mount (TP C-Model 332)	SRTA Pole Mount (TP A-Model 336S)	GDOT Ground Mount (TP C-Model 332)	GDOT Pole Mount (TP D-Model 336S)	A/C
1900+37	CMS		X	Traffic Information to Travelers	1			1		
1955+38	Toll Rate CMS Site	X		Toll Rate Information	1		2			
1966+53	Toll Rate CMS Site	X		Toll Rate Information	1		2			
1985+25	CCTV		X	Incident Management	1				1	
2005+60	MDS		X	Traffic Performance	1				1	
2027+00	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1					
2033+61	MDS		X	Traffic Performance	1				1	
2051+18	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2057+22	MDS		X	Traffic Performance	1				1	
2061+15	Toll Rate CMS Site	X		Toll Rate Information	1		2			
2077+76	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
	CCTV		X	Incident Management	1				1	
2078+76	MDS		X	Traffic Performance	1				1	
2104+50	MDS		X	Traffic Performance	1				1	
2112+50	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1		1			
	Toll CCTV Site	X		Express Lane Operations	1					
2120+18	MDS		X	Traffic Performance	1				1	
2124+25	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
2132+50	CCTV		X	Incident Management	1				1	
2136+46	MDS		X	Traffic Performance	1				1	
3006+03	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2156+89	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
3022+25	MDS		X	Traffic Performance	1				1	
3030+40	Toll CCTV Site	X		Express Lane Operations	1		1			
	CCTV		X	Incident Management	1				1	
2181+00	CCTV		X	Incident Management	1				1	
	MDS		X	Traffic Performance	1					
	Toll CCTV Site	X		GP Lane Operations	1		1			
2192+80	Toll CCTV Site	X		Express Lane Operations	1		1			
2203+12	Toll Rate CMS Site	X		Toll Rate Information	1		2			
	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
2208+17	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2232+20	MDS		X	Traffic Performance	1				1	
2239+12	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1					
	CCTV		X	Incident Management	1				1	
2250+92	CMS		X	Traffic Information to Travelers	1			1		
2260+86	MDS		X	Traffic Performance	1				1	
2282+14	MDS		X	Traffic Performance	1				1	
2289+85	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
2290+56	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2315+45	MDS		X	Traffic Performance	1				1	
2328+81	MDS		X	Traffic Performance	1				1	
2337+77	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1		1			
2339+24	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2354+37	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
2369+60	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2373+59	CCTV		X	Incident Management	1				1	
	MDS		X	Traffic Performance	1					
2390+75	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2393+78	MDS		X	Traffic Performance	1				1	
2409+51	MDS		X	Traffic Performance	1				1	
2420+04	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2434+16	MDS		X	Traffic Performance	1				1	
2457+32	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
2461+85	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
2467+80	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1		1			
2485+98	MDS		X	Traffic Performance	1				1	
2504+16	MDS		X	Traffic Performance	1				1	
2520+23	MDS		X	Traffic Performance	1				1	
2543+40	MDS		X	Traffic Performance	1				1	
2569+85	MDS		X	Traffic Performance	1				1	
2596+34	MDS		X	Traffic Performance	1				1	
2622+96	MDS		X	Traffic Performance	1				1	

Note: Each "Toll Rate CMS Site", will include a Toll Rate CCTV (dedicated to monitoring the toll rate) located a specified distance from the Toll Rate CMS Site. The Toll Rate CCTV will require a separate, dedicated cabinet unless it is collocated with another Toll System Site that is the specified distance upstream. **The Toll System Site must have a cabinet with the extra capacity (as determined by SRTA) to house the additional CCTV. The potential co-locations have to be presented to SRTA for approval.**

**I-85 Express**  
**Managed Lanes from north of Old Peachtree Rd to Hamilton Mill Rd**  
**P.I.# 110600**

I-85 SB Station	Device	SRTA	GDOT	Purpose	Quantities	SRTA Ground Mount (TP C-Model 332)	SRTA Pole Mount (TP A-Model 336S)	GDOT Ground Mount (TP C-Model 332)	GDOT Pole Mount (TP D-Model 336S)	A/C
878+74	CMS		X	Traffic Information to Travelers	1			1		
890+64	CCTV		X	Incident Management	1				1	
	CCTV		X	Incident Management	1					
1004+08	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1					
1005+50	MDS		X	Traffic Performance	1				1	
1010+18	Toll Rate CMS Site	X		Toll Rate Information	1		2			
1030+50	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1051+86	CMS		X	Traffic Information to Travelers	1			1		
1056+84	MDS		X	Traffic Performance	1				1	
1060+10	CCTV		X	Incident Management	1				1	
1071+00	MDS		X	Traffic Performance	1				1	
1096+64	MDS		X	Traffic Performance	1				1	
1097+77	Toll Collection Site (NB/SB)	X		Toll Transactions	1	1				1
	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1					
	CCTV		X	Incident Management	1				1	
1114+31	Toll Rate CMS Site	X		Toll Rate Information	1		2			
	MDS		X	Traffic Performance	1				1	
1133+40	MDS		X	Traffic Performance	1				1	
1147+05	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1					
1156+26	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1180+59	MDS		X	Traffic Performance	1				1	
1181+94	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
1204+43	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
1208+00	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1215+79	Toll Rate CMS Site	X		Toll Rate Information	1		2			
1225+77	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1					
	Toll CCTV Site	X		Express Lane Operations	1					
1233+16	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1251+00	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
1251+70	MDS		X	Traffic Performance	1				1	
1270+20	MDS		X	Traffic Performance	1				1	
1285+31	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1298+82	MDS		X	Traffic Performance	1				1	
1316+62	Toll CCTV Site	X		Express Lane Operations	1		1			
	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1330+19	MDS		X	Traffic Performance	1				1	
1350+90	MDS		X	Traffic Performance	1				1	
1357+85	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1		1			
1379+92	Toll Rate CMS Site	X		Toll Rate Information	1		2			
	MDS		X	Traffic Performance	1				1	
1395+20	MDS		X	Traffic Performance	1				1	
1413+45	MDS		X	Traffic Performance	1				1	
1428+28	CCTV		X	Incident Management	1				1	
1435+31	MDS		X	Traffic Performance	1				1	
1462+65	MDS		X	Traffic Performance	1				1	
1485+75	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
1488+63	Toll Rate CMS Site	X		Toll Rate Information	1		2			
1490+00	MDS		X	Traffic Performance	1				1	
1497+21	CMS		X	Traffic Information to Travelers	1			1		
1505+90	Toll GPLS Site	X		GP Lanes Scanned for Transponders	1		1			
	CCTV		X	Incident Management	1				1	
1515+48	MDS		X	Traffic Performance	1				1	
1521+43	Toll Collection Site	X		Toll Transactions	1	1				1
	Toll CCTV Site	X		Express Lane Operations	1					
1540+73	MDS		X	Traffic Performance	1				1	
	CCTV		X	Incident Management	1					
1548+48	CMS		X	Traffic Information to Travelers	1			1		
1554+65	CCTV		X	Incident Management	1				1	
	Toll CCTV Site	X		Express Lane Operations	1		1			
1571+33	MDS		X	Traffic Performance	1				1	
1576+83	Toll Rate CMS Site	X		Toll Rate Information	1		2			
1584+83	Toll CCTV Site	X		Express Lane Operations	1		1			
1597+82	CCTV		X	Incident Management	1				1	
	MDS		X	Traffic Performance	1					
1624+63	MDS		X	Traffic Performance	1				1	
1637+14	CCTV		X	Incident Management	1				1	

Note: Each "Toll Rate CMS Site", will include a Toll Rate CCTV (dedicated to monitoring the toll rate) located a specified distance from the Toll Rate CMS Site. The Toll Rate CCTV will require a separate, dedicated cabinet unless it is collocated with another Toll System Site that is the specified distance upstream. **The Toll System Site must have a cabinet with the extra capacity (as determined by SRTA) to house the additional CCTV. The potential co-locations have to be presented to SRTA for approval.**

**Document Control**

Issue Date	Comments	Revisions	Revision #
7/30/2012	Initial Draft for I-75 Express Lanes and Northwest Corridor Managed Lanes Projects		0.1
11/2/2012	Updated Title and section numbering	Throughout	0.2

## **Attachment 17-3 - Surge Protection Systems and Devices**

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### **Section 17-3 Surge Protection Systems and Devices**

#### **17-3.1 General Description**

This work consists of furnishing materials and installation of Surge Protection Devices for traffic signal and intelligent transportation system implementation.

It also includes all test periods, warranties and guarantees as designated in subsequent sections, and response to maintenance and operational issues as described in subsequent sections.

#### **17-3.1.01 Definitions**

General Provisions 101 through 150.

#### **17-3.1.02 Related References**

##### **A. Standard Specifications**

Section 106—Control of Materials

Section 500—Concrete Structures

Section 501—Steel Structures

Section 631—Changeable Message Signs

Section 636 – Highway Signs

Section 639—Strain Poles for Overhead Sign and Signal Assemblies

Section 680—Highway Lighting

Section 681—Lighting Standards and Luminaires

Section 682—Electrical Wire, Cable, and Conduit

Section 915—Mast Arm Assemblies

Section 923—Electrical Conduit

Section 925—Traffic Signal Equipment

Section 935—Fiber Optic System

Section 936—CCTV System

Section 937—Video Detection System

Section 938—Radar Detection System

Section 939—Communications & Electronic Equipment

Section 940—Navigator Integration

##### **B. Referenced Documents**

National Electrical Manufacturers Association (NEMA) Traffic Control Systems Standards No. TS 1

NEMA Traffic Control Systems Standards No. TS 2

AASHTO Roadside Design Guide

The Manual on Uniform Traffic Control Devices (MUTCD), current edition

National Electrical Code (NEC)

UL 467, Grounding and Bonding Equipment;

UL 497A, Standard for Secondary Protectors for Communications Circuits;

UL 497B, Standard for Protectors for Data Communications and Fire-Alarm Circuits;

UL 497C, Standard for Protectors for Coaxial Communications Circuits;

UL 752, Standard for Bullet-Resisting Equipment;

UL1008, Standard for Transfer Switch Equipment;

UL 1449, Standard for Surge Protective Devices; and the NEC.

Ensure that lightning protection systems conform to the requirements of NFPA 780, Standard for the Installation of Lightning Protection Systems.

GDT 7

GDT 24a

GDT 24b

GDT 67

### **17-3.1.03 Submittals**

Submit to the Engineer, SPD material specifications information on all materials proposed for use on the project. The Engineer will forward the materials submissions to the District Traffic Operations offices, which will forward the information onto the Traffic Operations offices at the TMC building.

#### **A. Review**

For all submittals, the State Traffic Signal Design Engineer's review of the material should be completed within thirty (30) days from the date of receipt of the submission unless otherwise specified. The State traffic Signal Design Engineer will advise in writing, as to the acceptability of the material submitted.

All material submittals for equipment and materials used on the project will be reviewed by the Department's Traffic Signal Electrical Facility (TSEF). The material review should be completed within thirty (30) days from the date of receipt of the material submission unless otherwise specified. The State Traffic Signal Engineer will advise in writing as to acceptability of materials to be used on the project.

The State Traffic Signal Design Engineer may determine that the item is approved, in which case no further action is required; or the item may be partially or totally rejected in which case, modify the submittal as required and resubmit within fifteen (15) days. At this time, the review and approval cycle described above begins again.

#### **B. Submittal Costs**

Include the costs of submittals within the price paid for individual bid items. No additional compensation will be made.

### **17-3.2 Materials**

#### **17-3.2.01 General**

Furnish and install grounding and Surge Protective Devices (SPDs) for all ITS devices to protect the devices from lightning, transient voltage surges, and induced current. Use only new materials meeting the requirements of this section. Use equipment or materials that have been tested and approved for the specific use intended by a NRTL, recognized by the Occupational Safety and Health Administration, in accordance with 29 CFR 1910.7 and that also meet the following requirements.

Install SPDs on all power, data, video and any other conductive circuit. Use only equipment and components that meet the minimum requirements of this specification. All SPD shall operate as specified during and after being subjected to the transients, temperature, voltage, humidity, vibration, and shock tests described in National Electrical Manufacturers Association (NEMA) TS2, 2.2.7, 2.2.8, and 2.2.9.

#### **A. Temperature and Humidity:**

Equipment shall operate as specified when the ambient temperature and humidity are within the following specified limits:

- The operating ambient temperature range shall be from - 30° to 165°F (-34.4° to 73.8°C).
- The storage temperature range shall be from -50° to 185°F (-45.5° to 85°C).
- The relative humidity shall not exceed 95 percent, non-condensing

**B. Vibration:**

The equipment shall operate as specified and maintain its physical integrity when subjected to a vibration of 5 to 30 Hz up to 0.5 gravity applied in each of three mutually perpendicular planes.

**C. Shock:**

The equipment shall suffer neither permanent mechanical deformation nor any change that renders the unit inoperable when subjected to a shock of 10 gravities applied in each of three mutually perpendicular planes.

**17-3.2.01 Installation:**

Provide all ITS field installation sites with both primary and secondary surge protection on the AC power. Connect the primary surge protection at the service entrance or main disconnect. Connect the secondary surge protection on the power distribution to the equipment.

**A. SPD at Power Entry Point:**

Install a SPD at the closest termination/disconnection point where the supply circuit enters the ITS device cabinet. Locate the SPD on the load side of the main disconnect and ahead of any and all ITS electronic devices. Configure the SPD to operate at 120 volt single phase (i.e., line, neutral and ground) or 120/240 volt single phase (line 1, line 2, neutral and ground) as required to match the supply circuit configuration. Ensure that the SPD maximum surge current rating is 80kA per phase or greater. Verify that the SPD has been labeled to indicate that the unit is UL listed and meets the requirements of UL 1449, Third Edition.

Ensure that the SPD has a visual indication system that monitors the weakest link in each mode and shows normal operation or failure status and also provides one set of normally open (NO)/normally closed (NC) Form C contacts for remote alarm monitoring. The enclosure for a SPD shall have a NEMA 4 rating.

**B. SPD at Point of Use:**

Install a SPD at the point the ITS devices receive 120 volt power. Ensure that the units are rated at 15 or 20 amps load and a minimum of 20kA of surge current capacity and configured with receptacles.

Ensure that these units have internal fuse protection and provide common mode (L+N-G) protection.

**C. SPD for Low-Voltage Power, Control, Data and Signal Systems:**

Install a specialized SPD on all conductive circuits including, but not limited to, data communication cables, coaxial video cables, and low-voltage power cables. Ensure that these devices comply with the functional requirements shown in Table 785-1 for all available modes (i.e. power L-N, N-G; L-G, data and signal center pin-to-shield, L-L, L-G, and shield-G where appropriate).

<b>SPD Minimum Requirements</b>				
<b>Circuit Description</b>	<b>Clamping Voltage</b>	<b>Data Rate</b>	<b>Surge Capacity</b>	<b>Maximum Let-Through Voltage</b>
12 VDC	15-20 V	N/A	5kA per mode (8x20 μs)	<150 Vpk
24 VAC	30-55 V	N/A	5kA per mode (8x20 μs)	<175 Vpk
48 VDC	60-85 V	N/A	5kA per mode (8x20 μs)	<200 Vpk
120 VAC at POU	150-200 V	N/A	20kA per mode (8x20 μs)	<550 Vpk

<b>SPD Minimum Requirements</b>				
<b>Circuit Description</b>	<b>Clamping Voltage</b>	<b>Data Rate</b>	<b>Surge Capacity</b>	<b>Maximum Let-Through Voltage</b>
Coaxial Composite Video	4-8 V	N/A	10kA per mode (8x20 $\mu$ s)	<30 Vpk
RS422/RS485	8-15 V	Up to 10 Mbps	10kA per mode (8x20 $\mu$ s)	<30 Vpk
T1	13-30 V	Up to 10 Mbps	10kA per mode (8x20 $\mu$ s)	<30 Vpk
Ethernet Data	7-12 V	Up to 1 Gbps	1kA per mode (10x1000 $\mu$ s)	<30 Vpk

### **17-3.2.01 Warranty for Surge Protective Devices:**

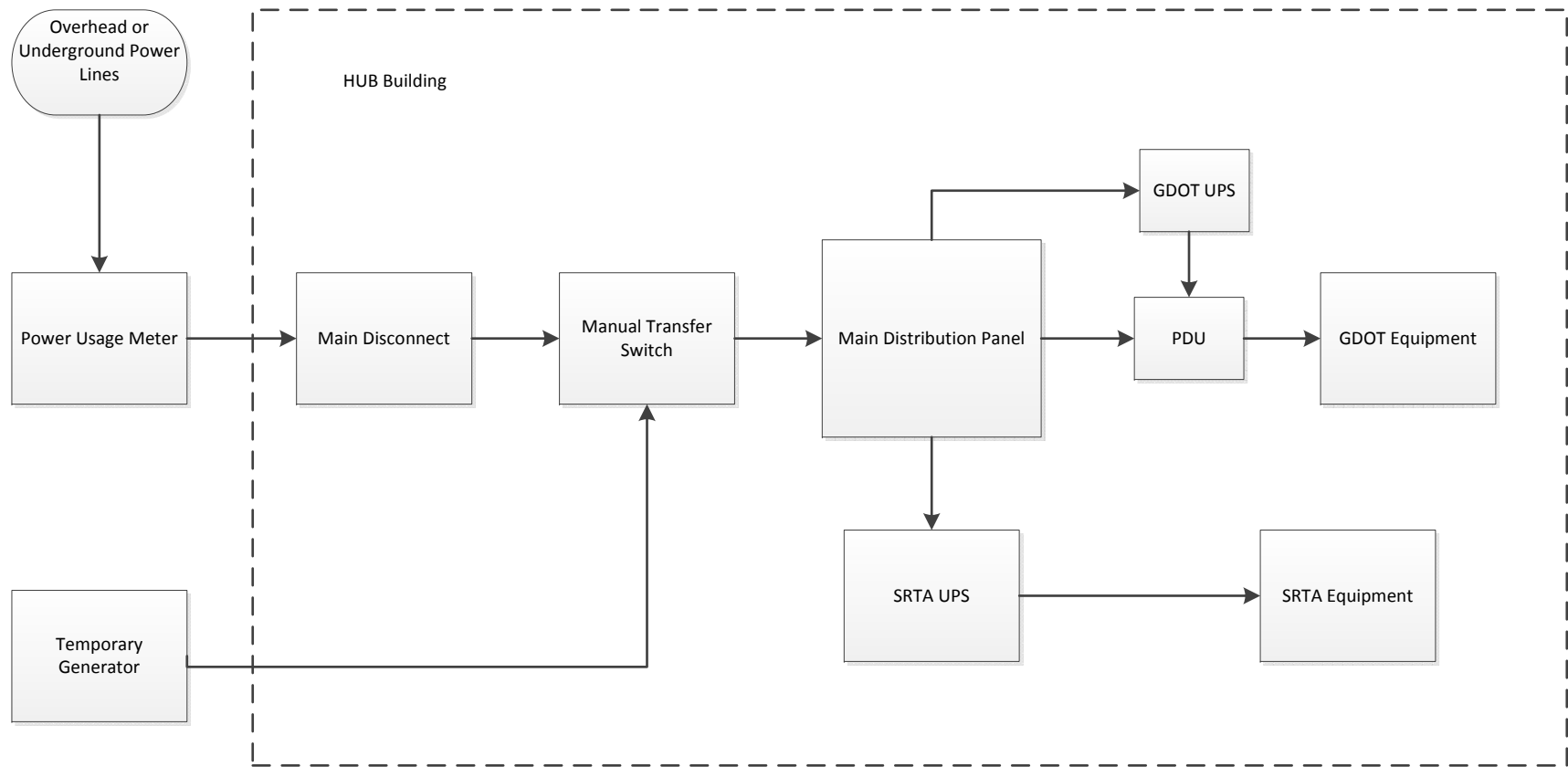
Provide a SPD that is warranted by its manufacturer against any failures caused by electrical events, including direct lightning strikes, for a period of not less than 10 years or the SPD device manufacturer's standard warranty period, whichever is greater.

The term "failure" for warranty replacement is defined as follows:

- Parallel-connected, power-rated SPD units are considered in failure mode when any of the visual indicators shows failure mode when power is applied to the terminals at the unit's rated voltage, or the properly functioning over-current protective device will not reset after tripping.
- Series-connected, low-voltage power, data, or signal units are considered in the failure mode when an open circuit condition is created and no data/signal will pass through the SPD device or a signal lead is permanently connected to ground.

In the event that the SPD, including any component of the unit, should fail during the warranty period, the entire SPD shall be replaced by the manufacturer at no cost to the Department. Costs relating to the removal of the SPD, shipping and handling, and the reinstallation of the SPD shall be paid by the Department.





ATTACHMENT 17-4 HUB BUILDING ELECTRICAL SERVICE SCHEMATIC

## Document Control

Issue Date	Comments	Revisions	Revision #
2/23/99	Draft		
7/23/99			
12/29/99	Delete metric equivalents. Add Contractor responsibility for electrical service until Contract Final Acceptance.	797.5	1
1/12/00	Project: CM-00TS(10) Ct. 1 Fulton County P.I. No. 713155 Project: CM-00TS(10) Ct. 2 DeKalb And Fulton County P.I. No. 713157		
2/3/00	Project: CM-056-1(57) Fulton County P.I. No. 721950		
12/8/00	Revised inside height of hub, per SCR # 67	797.3.04	2
12/8/00	Project: CM-285-1(360) DeKalb County P.I. No. 713410		
2/9/01	Document Control No. NAV01-050		1.0
2/14/01	Entered into CM Document Control		1.0
7/30/02	Inclusion of metric equivalent units. SCR # 331	797.2.B.1; 797.2.B.2; 797.3.04; 797.3.05.A.2; 797.3.05.B.1; 797.3.05.B.2; 797.3.05.C; 797.3.05.D; 797.3.05.G.2; 797.3.05.H.1; 797.3.05.H.2a; 797.3.05.H.3; 797.3.05.H.5b; 797.3.05.J; 797.3.05.K; 797.3.06.A; 797.3.06.B	1.1
9/24/02	Published to server		2.0
10/30/02	Revised the term "cable racks" to "cable runways." Added the term "equipment frame," per SCR # 362	797.3.05.H.1; 797.3.05.H.3; 797.3.05.H.5c; 797.3.05.I	2.1
11/7/02	Published to server		3.0
11/19/02	Modified to meet Office of Contract Administration requirements for format per TOPPS document 2445-1. SCR # 373		3.1
12/18/02	Published to server		4.0
6/19/03	Revised per SCR #96	Revise Sections: 797.1; 797.1.02.B; 797.3.05.A; 797.3.05.C; 797.3.05.D; 797.3.05.G; 797.3.05.H.1; 797.3.05.H.2; 797.3.05.H.3; 797.3.05.H.4; 797.3.05.H.5; 797.3.05.I; 797.3.05.J; 797.3.05.K; 797.3.05.L; 797.3.06.A; 797.3.06.B; 797.4; 797.5 Add Sections: 797.3.05.H6;	4.1

## Document Control

Issue Date	Comments	Revisions	Revision #
		797.3.05.M; 797.3.05.N; 797.3.05.O	
6/20/03	Published to server		5.0
1/23/06	SCR # 536	797.1; 797.1.02.A; 797.1.02.B; 797.2.B; 797.3.05.A; 979.3.05.J	5.1
1/25/06	Published to server		6.0
12/18/06	SCR #693	797.1.03; 797.2.01; 797.3.03; 797.3.05.H.3; 797.3.05.H.4; 797.3.05.H.6; 797.3.05.K; 797.3.05.O; 797.3.05.P	6.1
3/27/07	SCR #693 CAR Team Review 1 <sup>st</sup> round	Footer; 797.4; 797.5	6.2
3/29/07	Published to server		7.0
7/30/2012	Modified for I-75 Express Lanes and NW Corridor Express Lanes Projects	797.3.03; 797.3.04; 797.3.05.A; 797.3.05.F; 797.3.05.G; 797.3.05.H.1; 797.3.05.H.3; 797.3.05.H.6; 797.3.05.L; 797.5	7.1

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**PROJECT: I-85 Express Lanes Extension**

**GWINNETT COUNTY**

**P.I. NO. 110600**

**SECTION-797 HUB BUILDING**

**Section 797 - Hub Building**

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*Add the following:*

**797.1 General Description**

This work includes site preparation, procurement, transportation, and installation of a Hub Building with conduit connections to the size and number of conduits specified in the Plans. Major elements of the hub building include the building components, HVAC, interior electrical distribution system, lighting, fire extinguisher, hub camera, lightning protection system, interior and exterior grounding, and paving and fencing around the hub building. Provide electrical utility connections as needed to provide service to the building. Provide a hub building that meets all local building codes, with electrical installation and wiring conforming to the latest edition of the National Electric Code.

Design the building for the explicit use of housing electronic equipment, fiber optics equipment, measuring devices and other related system components.

**797.1.01 Definitions**

Not applicable

**797.1.02 Related References**

**A. Georgia Standard Specifications**

Section 310 – Graded Aggregate Construction

Section 402 – Hot Mix Recycled Asphaltic Concrete

Section 500 – Concrete Structures (with exceptions as noted in Subsection 737.3.05.A)

Section 643 – Fence

Section 833 – Joint Fillers and Sealers

## **B. Referenced Documents**

National Electric Code, (current edition)

National Fire Protection Association, NFPA 780 – Standard for the Installation of Lightning Protection Systems

Underwriter’s Laboratory, UL 96 – Standard for Lightning Protection Components

Underwriter’s Laboratory, UL 96A – Standard for Installation Requirements for Lightning Protection Systems

Underwriter’s Laboratory, UL 752 – Standard for Bullet Resisting Equipment

ASTM, Designation C33, C330

ACI 318/318R, latest version/addendum

ASCE 7-98, latest version/addendum

ASCE 7-88, latest version/addendum

### **797.1.03 Submittals**

Provide six copies of complete and thorough submittal data to the Engineer for all components of the hub building within 30 calendar days of the Contract Notice-to-Proceed. Include in the submittal data complete technical and performance specifications for all components, materials, wiring, fabrication methods, footing and foundation, and construction methods. Neatly organize each package of submittal data and separate by hardware item. Include an index of all submittal data documents included in the package. In the index, name each submittal data document, the applicable component (including the associated 797.X subsection), and the specific manufacturer model and part number of the item exactly as that item is proposed to be provided. Any submittal data document or documentary item that is not listed in the index will not be accepted for review.

## **797.2 Materials**

### **A. Type**

Install a building that is precast, pre-assembled concrete. Manufacture the precast concrete building inside an enclosed plant building in a controlled environment.

### **B. Concrete**

Use only concrete that is in accordance with Section 500 of the Georgia Standard Specifications with the following exceptions:

- Compressive strength shall be 4000 psi (30 MPa) at 28 days.
- Mix design shall be 114-118 lb./ft<sup>3</sup> (1830 – 1890 kg/m<sup>3</sup>) structural light weight concrete using expanded shale or expanded clay aggregation in accordance with ASTM Designation: C33 or C330. Use a homogeneous mix.

### **797.2.01 Delivery, Storage and Handling**

Contractor shall be responsible for secured handling, storage, and delivery of the hub building. Prior to Contractor’s procurement of the hub building, submit the hub building manufacturer guidelines for handling and storage of the hub building. Do not deliver the hub building to the building site until the site has been made ready to install the hub building.

## **797.3 Construction Requirements**

### **797.3.01 Personnel**

Not applicable

### **797.3.02 Equipment**

Not applicable

### **797.3.03 Preparation**

Survey the building site and perform any necessary grading to facilitate installation. Per Section 797.1.03, submit for review and approval foundation design as per Section 797.3.05.K that have been signed and sealed by a Georgia Professional Engineer. Place the building in a level position on the approved foundation. Ensure positive drainage away from the building.

### **797.3.04 Fabrication**

Install a building with dimensions as specified in the Plans. The width and length of the building is specified to the outside of the finished walls. Measurements are either 12' x 16' (3.7 m x 4.9 m), 16' x 24' (4.9 m x 7.3 m) or 32' x 24' (9.8 m x 7.3 m).

Maintain an interior building height of 9'-6" (2.9 m) minimum from finished floor to finished ceiling.

### **797.3.05 Construction**

#### **A. Structural**

Ensure that structural design and manufacturing conform to the requirements of ACI 318/318R, latest version/addendum.

Design the shelter for the following loading:

- Floor - uniform distributed load of 140 psf (680 kg/m<sup>2</sup>) per ASCE 7-98, latest version/addendum
- Roof - roof snow specifications of 50 psf (240 kg/m<sup>2</sup>) per ASCE 7-98, latest version/addendum
- Roof - dual roof air conditioning units live load specifications to meet manufacturer's recommendations, including safety factor per ASCE 7-98, latest version/addendum.
- Wind - basic wind speed specifications of 115 mph (185 km/h) per ASCE 7-98, latest version/addendum
- Earthquake - Seismic Zone 2A, per ASCE 7-88, latest version/addendum

#### **B. Floor Section**

Include an 8" (200 mm) waffled structural precast concrete floor section. Use ribs that are 2'-0" (0.61 m) O.C. longitudinal and make all surfaces smooth.

Cover the interior surface with 1/8" (3.175 mm) vinyl floor covering (sheet or squares), bonded with a waterproof contact adhesive.

#### **C. Roof Section**

Use a concrete roof section with 96:1 drainage slope that slopes in two directions. Install a layer of impervious, UV resistant, non-corrosive, non-degradable material on top of the roof deck.

Install ceiling insulation and interior finish of R-9 foam insulation covered with minimum 0.7" (18 mm) thick plywood laminated with white vinyl or fiberglass reinforced plastic. Install plastic joint or corner trim at all panel joints.

Provide a 1.5 in. to 3 in. (40 mm to 80 mm) overhang on all sides of the roof section. Cap the roof over the walls, leaving no exposed roof to wall joint.

#### **D. Wall Sections**

Use solid concrete wall sections that are cast in one piece to minimize joints, with an exterior wood float finish followed by steel troweling leaving a uniform surface free of depressions or ridges. Install on the exterior wall an aggregate tan pebble rock finish in accordance with the building manufacturer's specifications.

Install wall insulation and interior finish of R-9 foam insulation covered with minimum 0.7" (18 mm) thick plywood laminated with white fiberglass reinforced plastic. Install plastic joints or corner trim at all panel joints.

Finish the floor/wall intersection with 4" (100 mm) vinyl baseboard.

Extend the walls a minimum of 7" (200 mm) below the top of floor surface. Ensure that there is no exposed wall to floor joint.

## E. Joints

Seal all joints with a sealant in accordance with Section 833 of the Standard Specifications.

Do not expose roof to wall or wall to floor joints.

## F. Exterior Walls and Roof

Seal exterior surfaces of walls and roof with two coats of thorglazed H Sealer, or acceptable equal in strict conformance with manufacturer's instructions, unless otherwise noted.

Seal all penetrations of the wall or roof for conduits, cabling, or HVAC vents with sealant in accordance with Section 833 of the Standard Specifications.

## G. Door

Install a door frame(s) that is (are) 18 gauge galvanized steel, primed, painted brown and cast into the wall panel.

Install a door(s) that is (are) 3'x 7'x 1-3/4" (900 mm x 2100 mm x 45 mm) 18 gauge galvanized steel, insulated, primed, painted brown, and installed flush with door check. Include door stop, weather-stripping, hydraulic door closer, mortise lockset with deadbolt and stainless steel ball bearing hinges.

Provide three (3) sets of hub building keys to the Engineer no more than 18 hours after hub building installation.

## H. Electrical System

### 1. Distribution

From the hub electrical power service assembly install 200 A 120/240 V main service entrance with exterior auxiliary disconnect and 42 position load center. From the Type 2 pull box outside the hub to the auxiliary disconnect, install 2 in. (50 mm) galvanized rigid steel conduit for the electrical service cable. Install an auxiliary disconnect enclosure that is UL-listed, rated for outdoor use, and does not have external handles or switches. Include a hinged door on the enclosure that has provisions for locking by means of a padlock. Mount the auxiliary disconnect on the exterior hub building wall directly opposite of the load center. Install a power distribution system that provides two 120 VAC, 20 A dedicated circuits to the vertical power strips on each of the fifteen (15) proposed and future equipment racks and frames or on each of the twelve (12) proposed and future equipment racks and frames for the 12' x 16'hub building. Mount two twist-lock receptacles (one per circuit) in boxes on the ceiling directly above each of the fifteen (15) proposed and future equipment rack and frame installation locations or on each of the twelve (12) proposed and future equipment racks and frames installation locations for the 12' x 16'hub building. Provide a dedicated 240 VAC circuit for each HVAC unit.

Install one grounded duplex outlet with GFCI breaker every 6.0 ft. (1.8 m) on each hub building interior wall, and install one grounded duplex outlet with GFCI breaker that is rated for outdoor use on an exterior hub building wall. Provide one dedicated 20 A circuit for interior convenience outlets and one for the exterior convenience outlet.

Install eight 4 ft. (1 m) fluorescent lights (two bulb fixtures) per 384 ft<sup>2</sup> (35.7 m<sup>2</sup>) with one inside switch that is labeled for the interior lights. Install two lights behind each row of proposed equipment frames and racks, no more than 2.5 ft. (0.76 m) from the interior hub walls. Refer to the details for equipment frame/rack layout. Install the remaining four lights in front of the rows of proposed equipment frames and racks. Install all lights to provide lighting throughout the hub building. Install lights such that overhead cables, cable runways, or equipment frames and racks do not block the light. Provide a dedicated circuit for the hub interior lighting.

Install a lightning/surge arrestor at the load center for 120/240V, single phase, 3 wire plus ground that meets the following minimum requirements:

- Mounted in a metal enclosure with LED module status indicators on the enclosure cover
- Connected in parallel
- Rated for a service entrance or distribution panel
- Permanently connected
- Internal overcurrent protection 200 kAIC
- Protection modes L-N, L-G, N-G

- Suppression voltage, L-N, L-G, N-G 400 V
- Surge energy capability, 10/1000  $\mu$ s, total 5000 joules
- Component response time 1 ns
- Operating temperature -25 to 170°F (-32 to +77°C)

Install alarm circuit wiring (as specified in 797.3.05.H.2), HVAC control wiring and electrical wiring separately in individual surface mounted EMT conduits.

## 2. Alarm Equipment

Install an alarm terminal panel, wall mounted 12 in. (H) x 8 in. (W) x 4 in. (D) [300 mm (H) x 200 mm (W) x 100 mm (D)] equipped with 50 pair type 66 punch down terminal blocks. Terminate the surge arrestor alarm circuit and each alarm circuit individually for the open door, high temp., low temp., and smoke alarms on type 66 blocks within the alarm terminal cabinet. Label each alarm terminated on the punch down blocks.

Install open door alarm, high temp alarm, low temp alarm, and smoke alarm with dry relay contacts for normally closed or normally open alarm conditions. (This will interface to communication alarm system; by others).

The building manufacturer shall furnish alarm equipment of a quality equal to or greater than the following examples:

Open Door Alarm:	Rohn Commercial Products ESSWITCK Southeast Precast DTX MS2049FS
High Temp. Alarm:	Rohn Commercial Products ES ALARM AC Southeast Precast Dayton 2E 206
Low Temp. Alarm:	Rohn Commercial Products ES ALARM AC Southeast Precast Dayton 2E 206
Smoke Alarm:	Rohn Commercial Products ES SMOKE DET Southeast Precast ESL 320

## 3. Cable Runway

Install minimum 24 in. (0.61 m) wide cable runways that are electroplated gold chromate. Cap bare ends of each cable runway with a rubber or plastic cap provided by the cable runway manufacturer. Bond all horizontal and vertical cable runways together at each rigid connection point with copper bonding wires, and bond the four corners of the horizontal cable runway system to the halo bonding wire.

Install horizontal cable runways at 8.5 ft. (2.6 m) above finished floor and as shown in the details. Rigidly mount horizontal cable runways directly from the ceiling using mounting hardware capable of supporting the weight of 15 lb per linear foot of runway. Include with the horizontal cable runways a system of 2 in. (50 mm) ducts designed specifically for the management and protection of fiber optic jumpers as shown in the details; ducts shall connect with the vertical cable management ducts of the Equipment Frames.

Ensure horizontal cable runways do not interfere with vents from roof mounted HVAC units.

Install vertical cable runways 10 in. to 14 in. (250 mm to 360 mm) above finished floor at the fiber optic cable/conduit entry point to the height of the horizontal cable runways and as shown in the details. Do not install vertical cable runways directly above the conduits. Rigidly fasten vertical cable runway(s) to the wall and to the horizontal cable runway. Rigidly mount vertical cable runways directly from the ceiling using mounting hardware capable of supporting 200 lb of weight. Do not attach vertical cable runways to the floor.

## 4. Exterior Lighting

Install an exterior floodlight as shown in the details controlled by an adjustable motion detector with a switch, labeled for the exterior light, located inside the hub building near the door.



## 5. Grounding System

Install a halo bonding wire consisting of a continuous run of #2 AWG green insulated stranded copper wire mounted around the perimeter of the interior walls just below the ceiling, as shown in the details. Mount the halo with insulators, maximum 3 ft. (1 m) on center.

Install two (2) halo buss bars and two (2) interior main ground buss bars as shown in the details. Use 0.25 in. x 4 in. x 20 in. (6.4 mm x 100 mm x 500 mm) buss bars fabricated from a copper alloy material compatible with copper wire. Only use buss bars for termination of ground or neutral conductors. Install buss bars to the hub building walls with insulating standoffs. Install each halo buss bar directly above each interior main ground buss bar. If a hub building is constructed as two rooms without a door between them, install two (2) halo and two (2) interior main ground buss bars in each room.

Terminate the ends of the halo bonding wires on the halo buss bars, such that there are two terminations on each halo buss bar. Do not splice the halo bonding wires between halo buss bars. Connect each halo buss bar to the interior main ground buss bar directly below it with a #2 AWG stranded copper bonding wire. Mount the bonding wire to the interior hub building wall with insulators, maximum 2 ft. (0.6 m) on center.

Use minimum #12 AWG stranded copper bonding wire and copper compression lugs or clamps to individually bond all metallic items inside the hub building to the halo bonding wire, including but not limited to metal conduits, cable runways, and door frame. Do not daisy-chain or splice bonding wires, unless specified otherwise. Inside the hub building, bond the hub door to the door frame 6 in. (150 mm) from the top of the door frame with a #6 AWG flexible copper wire or braid of sufficient length to not hinder door movement. Ground equipment racks and frames installed in the hub building by installing a #12 AWG copper bonding wire across the top of all frames and racks. Bond the wire to the top of each frame and rack, and bond the ends of the wire to the halo.

## 6. HVAC

Install two roof-mounted air conditioners with dehumidifying capability and 4 kW heat strip all controlled from a single thermostat with automatic change over from heating to cooling. Each unit shall have a cooling capacity of 93 BTUs per square foot of hub building space. The units are to be operated by an air conditioner LEAD/LAG controller. The air conditioner controller shall include a contact closure output to report the failure of either of the two air conditioning units.

### I. Fire Extinguisher

Provide a 15 lb. wall mounted CO<sub>2</sub> fire extinguisher rated for electrical fires (UL 10B:C). Install the fire extinguisher inside the hub building at the location shown in the details.

### J. Fencing

Install an 8 ft. (2.4 m) high, 9 gauge zinc coated chain link fence with double 8 ft. (2.4 m) wide gates. Install 3-strand barbed wire with extension arms on the fence and gates. Provide fencing in accordance with Section 643 of the Georgia Standard Specifications. Install the fence and gates as shown in the details.

Secure the double gates with a padlock at the time of fence installation. Provide three (3) sets of padlock keys to the Project Engineer no more than 18 hours after padlock installation.

### K. Foundation

Place a concrete foundation in accordance with the hub manufacturer's recommendations. All aspects of the final site-specific foundation design are the Contractor's responsibility, including but not limited to soil analysis and determination of allowable soil bearing strength, all footing and slab dimensions, requirement and design for inner footings, and steel reinforcing members. Design the concrete foundation as a monolithic cast-in-place slab with cast footings at the hub exterior walls as a minimum and a footprint with dimensions equal to the hub building. Use concrete with a minimum strength of 3000 psi (21 MPa) at 28 days. Build the concrete foundation with a minimum thickness of 6 in. (150 mm) in any section.

In the entire upper slab, embed a minimum 6 in. by 6 in. (150 mm by 150 mm) #10 welded steel wire mesh a minimum of 2 in. (50 mm) from upper or lower slab surfaces.

Install footings at a minimum depth of 18 in. (460 mm) below finish grade with a lower horizontal bearing surface no less than 15 in. (380 mm) wide at any point. For all footings, use a minimum of four #4 steel reinforcing bars along the entire footing length with a minimum 3 in. (75 mm) concrete cover in any direction. Connect all steel reinforcing members directly to the exterior ground ring with a minimum #6 AWG solid copper ground wire at each of the four corners of the slab. Do not connect the slab ground wires to any other ground wire. Provide a minimum 20 mil PVC or polyethylene sheet vapor barrier

under the slab and under all footing side and bottom surfaces, except for the side footing surface at the exterior edge of the foundation.

If concrete piers are required by the Plans, construct them to the diameter, depth and number as specified in the building manufacturer's specifications. Install prefabricated concrete steps to building's entrance if the ground is a foot or more lower than the entrance.

Securely anchor the building in accordance with the manufacturer's specifications.

#### **L. Outside Grounding**

Install an exterior earth-ground ring as shown in the details, consisting of a system of ground rods connected to a ring of a #2 AWG, stranded bare copper ground wire. Install the ground rods and ground wire at a depth of 1 ft. (0.3 m). Provide access for inspection of the top of the ground rod and the ground wire welded to the ground rod in Type 1 or Type 2 pull boxes meeting the requirements of Section 925.2.33. Do not splice the ground wire between ground rods. Terminate the ground wires only at ground rods. Install a ground system with measured and documented resistance of no more than five (5) ohms. Install an active electrolytic system if soil conditions require this additional system to achieve five (5) ohms or less of grounding resistance.

Use exothermic welds or two-bolt ground rod clamps with preset break-off bolt heads (Electric Motion Company Part #EM2301-01 or approved equivalent) for making all connections from copper ground wires to the ground rods.

Connect the building foundation wire mesh reinforcing to the outside grounding array at each corner of the building using #2 AWG stranded bare copper ground wire.

Ground each building interior main ground buss bar and the hub electrical distribution system through the load center and/or auxiliary disconnect to the nearest ground rod. Use buss bar ground wires that are #2 AWG, stranded bare copper ground wire. For the buss bar ground wires and hub electrical distribution system ground wires, core the hub building wall with maximum 1 in. (30 mm) hole for each ground wire entry. Install the ground wires for the buss bar and hub electrical distribution system connections to the exterior earth ground ring in individual rigid metal conduits inside and outside the hub, not including underground installation. Seal around the rigid conduit connections to the inside and outside hub building walls with masonry grouting on the outside wall and waterproof silicone caulk on the interior wall. Do not use expanding foam or caulk products. Install underground ground wires at a depth of 1 ft. (0.3 m).

Bond the metallic portion of each air conditioner housing that is on the hub building exterior to the nearest ground rod with #2 AWG stranded bare copper ground wire. Terminate the wire to the bottom of the air conditioner housing with copper compression lugs and use insulators to fasten along the hub building wall to the ground level. Bury the remainder of the ground wire underground at a depth of 1 ft. (0.3 m) to the ground rod connection.

Install a #6 AWG stranded bare copper wire along the entire length of the fence, ending at the gate support posts, by weaving the wire through the chain links. Bond or clamp the wire to each fence support post. Make any splices of the copper wire at a fence or gate support post. Weave a #6 AWG stranded bare copper wire through the chain links of both gates of the double gate. Bond or clamp both wires at the gate ends. Bond each of the four fence corner posts and the two gate support posts to the nearest ground rod of the exterior earth ground ring with #6 AWG copper wire that is installed underground at a depth of 1 ft. (0.3 m). Alternately, bond the fence to the ground ring by clamping the earth ground ring copper wires to the fence copper wires at the six fence posts. Bond each gate to a gate support post with a #6 AWG flexible copper braid of sufficient length to not hinder gate movement. Install braid at a height 6 in. (150 mm) from the bottom of the gate.

Install one air terminal on each of the four roof corners, not more than 1 ft. (0.3 m) from the edge of the roof. Use 0.5 in. (12.7 mm) diameter, solid copper air terminals that are 2 ft. (0.6 m) in length with a rounded point. Install air terminals with lag bolts or through bolts. Bond air terminals to the nearest roof and down conductors. Do not use cast or stamped crimp type fittings. Install a No. 1/0 AWG copper cable roof conductor along the perimeter of the roof. Exothermically weld roof conductors to air terminals. Make roof conductor splices only by welding to an air terminal. Install two (2) No. 1/0 AWG copper cables down conductors at diagonally opposite corners of the hub building. Exothermically weld down conductors to air terminals and ground rods. The maximum bend for roof and down conductor cables is 90 degrees with a maximum bend radius of 8 in. (200 mm). Fasten roof and down conductors to the hub building at intervals not exceeding 3 ft. (0.9 m). Use fasteners fabricated of the same material as the conductor being fastened. Attach fasteners with bolts, screws, nails, or adhesive that can withstand a 200 lb (890 N) pull without loosening. Install underground portions of the down conductors at a depth of 1 ft. (0.3 m).

## **M. Hub Camera**

Provide a black and white fixed-position security camera that meets or exceeds the following requirements:

- Camera Enclosure: Install the camera body with camera lens in a surface mount enclosure with maximum dimensions of 6 in x 6 in x 6 in (150 mm x 150 mm x 150 mm)
- Lens: Equip the camera with auto-iris function and a 4.0 – 8.0 mm manually driven variable focal length lens that is compatible with the CCD image sensor. Effective CCD and lens combination minimum of 0.08 lux at f1.4.
- Video Output: NTSC output with a minimum of 460 horizontal TV lines
- Power: Provide a camera powered from a 120VAC NEMA 5-15 or 5-20 receptacle. If the camera receives power through an external plug in transformer unit, provide a transformer unit that is rated for continuous duty and that is equipped with a mounting screw to secure the transformer unit to the receptacle faceplate mounting screw position.
- Cabling: Provide interconnection cabling as shown in the Plans and in accordance with the requirements for coaxial video patch cords in Section 939.2.A. Provide the camera with coaxial BNC or RCA connector. If the camera uses an RCA connector, provide an RCA-BNC adapter at the camera with gold-plated center pin sockets and shield connection.

Install the camera near the intersection of the wall and ceiling, in a position affording the maximum view of the hub interior and without visual obstruction from cable runways or other materials. Refer to the details for additional installation requirements. Configure the camera mounting and positioning and the lens focal length to maximize the view of the hub interior.

Install a 120VAC 5-15 or 5-20 wall-mount receptacle within 1.0 ft. (0.30 m) of the camera mounting location. Use a branch circuit for the camera receptacle that is separate from any circuit supplying equipment racks and frames.

Neatly dress all wiring.

## **N. Canopy**

Mount a fiberglass canopy above the hub building door that is a minimum of 3.5 ft. (1.1 m) wide and extending 3.5 ft. to 4.5 ft. (1.1 m to 1.4 m) out from the hub building.

## **O. Electrical Power Service Assembly**

Furnish and install electrical cables, conduit and power service necessary to make the hub building electrical system fully operational and in accordance with the Standard Specifications for Electrical Wire and Cable, Electrical Conduit, and Miscellaneous Electrical Materials. Include the underground or aerial power service feed from the electrical service provider's power source to the electrical power service assembly location. Request that the Department establish the electrical service required for a hub installation as described in Section 939.

Furnish and install all items required for a functional electrical power service assembly, including but not limited to a Class 3, 30 ft. (9 m) timber pole, main power service disconnect, power meter (if required), surge arrestor, ground wire, ground rod, rigid vertical conduit, wiring, and hardware. Install a main power service disconnect that is sized according to the hub building power service requirements specified in the Electrical System Distribution section of 797.3.05. Install a main disconnect enclosure that is UL-listed, rated for outdoor use, and does not have external handles or switches. Include a hinged door on the enclosure that has provisions for locking by means of a padlock. Install a surge arrestor that is rated for a maximum permissible line to ground voltage of 175 RMS and that conforms with the NEMA standards for surge arrestors. Mount the surge arrestor on the main disconnect enclosure. Install a ground wire in a ½ in. (12.5 mm) galvanized rigid steel conduit from the main power service disconnect to a ground rod installed at the base of the pole. From the Type 2 pull box at the base of the pole to the main disconnect, install a 2 in. (50 mm) galvanized rigid steel conduit for the electrical service cable. Furnish and install a service metering base where required by the local utility, electrical codes, or the Plans. Refer to the electrical power service assembly details for additional installation and material requirements.

Install an electrical service Type 2 pull box at the base of the electrical power service assembly pole and adjacent to the hub building. Between these pull boxes, install nonmetal, Type 2, 2 in. (50 mm) conduit for electrical service cable installation. Where the distance between these pull boxes is greater than 500 ft. (150 m), install a minimum of one electrical service Type 2 pull box for every 500 ft. (150 m) of uninterrupted conduit length. Install electrical service cable from the main disconnect at the electrical power service assembly to the auxiliary disconnect at the hub in the conduits and pull boxes specified within this section and the Electrical System Distribution section of 797.3.05. Provide an electrical service cable that includes ground conductor that connects between the main disconnect buss bar at the electrical power service assembly and the buss bar of the auxiliary disconnect buss at the hub. Do not use electrical service conduit in place of the ground conductor.

Use rigid metal for all aboveground electrical conduit and conduits bodies. For each hub building power service drop, dedicate an electrical service conduit from the electrical utility drop point through the meter base and main disconnect and to the hub building. Do not install any other wiring in the electrical service conduit. Do not splice any cable, shield or conductor used for power service.

**P. Driveway, Approach, Parking Area**

Place and compact 6 in (150 mm) of graded aggregate base to the limits shown in the Plans in accordance with Section 310. Place asphaltic concrete of the depth and type specified in the Plans to the limits noted in the Plans, and in accordance with Section 402.

**797.3.06 Quality Acceptance**

**A. Operating Environment**

Seal the shelter to resist dust and water infiltration.

**B. Exterior**

Install a building that can withstand 7.62 mm round fired from a rifle at a distance of 15 ft. (4.6 m) per UL 752 standards.

Install a canopy that can withstand wind loading of 115 mph (185 km/h).

**C. Testing**

Test the grounding system in the presence of the Engineer.

**797.3.07 Contractor Warranty and Maintenance**

Provide a one-year warranty on the building structure, as well as usual and customary O.E.M. warranties on all equipment installed in the building.

**797.4 Measurement**

Hub Buildings are measured for payment by the number installed, complete functional, and accepted, including the building components, HVAC, interior electrical distribution system, interior and exterior lighting, fire extinguisher, hub camera, lightning protection system, interior and exterior grounding, foundation, graded aggregate base, and fencing around the hub building, and any miscellaneous incidental items necessary to complete the work..

**797.4.01 Limits**

Not applicable

**797.5 Payment**

Hub Buildings, complete and in place according to this Specification and accepted by the Department, are paid for within the lump sum Contract Price. No separate payment shall be made. Payment is full compensation for procurement, transportation, site preparation, grading, installation, fees, and permits. Payment for horizontal runs of conduit and copper cable outside the hub building, pull boxes, and directional boring that are associated with the power service assembly for the hub building are also included in the Lump Sum Contract Price. No separate payment shall be made.

**797.5.01 Adjustments**

Not applicable

**Attachment 21-1: TOLL RESPONSIBILITY MATRIX  
 GDOT—I-85 Extension Managed Lanes Project**

Within the responsibility matrix, levels of responsibility are defined as:

- P - “Primary Responsibility” designates the party that is completely responsible for completion of the work.
- S - “Support Responsibility” is used to designate when one party may have to provide input before the party with primary responsibility can complete the work or must directly support the work activity as it is taking place (e.g., SRTA providing toll equipment specifications to the DB Team as input to the structural calculations).
- C - “Coordination Responsibility” is used to designate the party with which the party with Primary Responsibility must coordinate the work (e.g., the DB Team coordinating SRTA’s access to a Toll System Sites for purposes of testing).
- A - “Approval Responsibility” is used to designate when SRTA must provide approval before the DB Team can complete the work, including approval of the design plans and approval of the constructed and installed Toll System Infrastructure via inspection and successful completion of the Attachment 21-4: Toll System Site Acceptance Checklist.
- N - “No Responsibility” designates that the party has no responsibility for that work.
- n - “Not Applicable” designates that the category is not applicable to the work.
- The term “Volume 2” refers to Volume 2 Technical Provisions of this RFP and Volume 2 Attachments.
- For instances where more than one level of responsibility is provided in a single cell, all of the designations apply.

<b>RESPONSIBILITY LEGEND</b>					
<b>Primary: P</b>	<b>Support: S</b>	<b>Coordination: C</b>	<b>Approval: A</b>	<b>No Responsibility: N</b>	<b>n – Not Applicable</b>

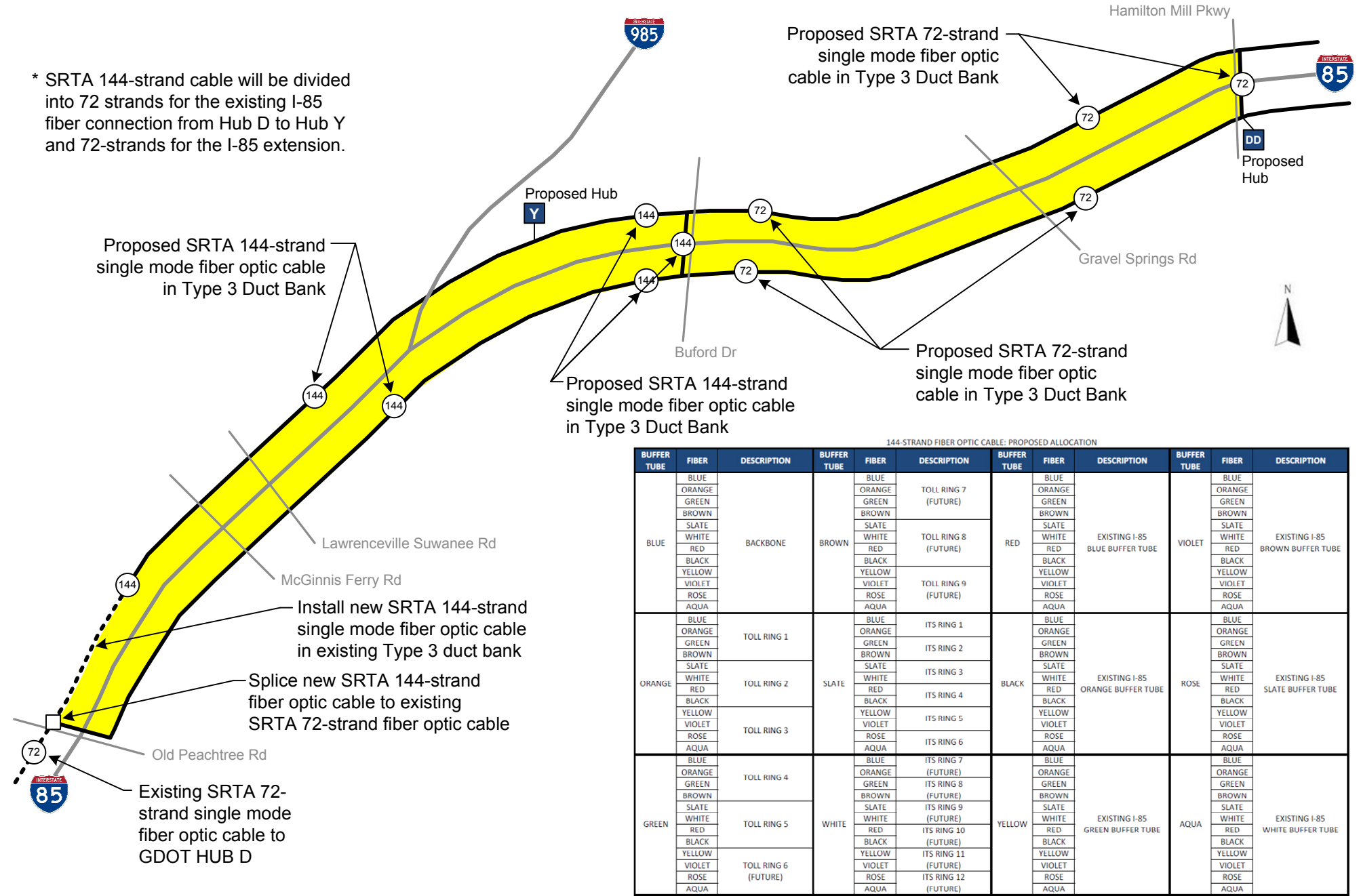
**Attachment 21-1: TOLL RESPONSIBILITY MATRIX  
 GDOT—I-85 Extension Managed Lanes Project**

	Design	Procure	Install/ Construct	Design	Procure	Install / Construct
Element/Task/Component/Sub-system	Design/Build Team (DB Team)			Toll System Integrator (SRTA)		
Toll System Site Design including site location and layouts per the requirements and specifications in Volume 2.	P	n	n	S A	n	n
Toll System Infrastructure designated as provided by DB Team per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System equipment and components mounting structures per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System equipment and components designated as provided by SRTA per Volume 2.	N	N	S C	P	P	P
Toll System equipment specific mounting brackets and downarms.	S	N	S C	P	P	P
Toll System utilities, electrical service (power) and meters per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System lightning protection and grounding per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System power conductors & wiring per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System network duct bank and laterals per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System network fiber per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Toll System network layer 2 and layer 3 equipment.	S	N	S C	P	P	P
Toll System Toll Rate CMS per the requirements and specifications in Volume 2.	S C	N	S C	P	P	P
Toll System protective objects including fencing, guardrails and concrete barriers per the requirements and specifications in Volume 2.	P	P	P	S A	N	C A
Radio Frequency Survey and Federal Communication Commission License Preparation and Submission	S	n	n	P	n	n

**RESPONSIBILITY LEGEND**

<b>Primary: P</b>	<b>Support: S</b>	<b>Coordination: C</b>	<b>Approval: A</b>	<b>No Responsibility: N</b>	<b>n – Not Applicable</b>
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\* SRTA 144-strand cable will be divided into 72 strands for the existing I-85 fiber connection from Hub D to Hub Y and 72-strands for the I-85 extension.



144-STRAND FIBER OPTIC CABLE: PROPOSED ALLOCATION

BUFFER TUBE	FIBER	DESCRIPTION	BUFFER TUBE	FIBER	DESCRIPTION	BUFFER TUBE	FIBER	DESCRIPTION	BUFFER TUBE	FIBER	DESCRIPTION
BLUE	BLUE	BACKBONE	BROWN	BLUE	TOLL RING 7 (FUTURE)	RED	BLUE	EXISTING I-85 BLUE BUFFER TUBE	VIOLET	BLUE	EXISTING I-85 BROWN BUFFER TUBE
	ORANGE			ORANGE			ORANGE				
	GREEN			GREEN			GREEN				
	BROWN			BROWN			BROWN				
	SLATE			SLATE			SLATE				
	WHITE			WHITE			WHITE				
	RED			RED			RED				
	BLACK			BLACK			BLACK				
	YELLOW			YELLOW			YELLOW				
	VIOLET			VIOLET			VIOLET				
	ROSE			ROSE			ROSE				
	AQUA			AQUA			AQUA				
ORANGE	BLUE	TOLL RING 1	SLATE	BLUE	ITS RING 1	BLACK	BLUE	EXISTING I-85 ORANGE BUFFER TUBE	ROSE	BLUE	EXISTING I-85 SLATE BUFFER TUBE
	ORANGE			ORANGE			ORANGE				
	GREEN			GREEN			GREEN				
	BROWN			BROWN			BROWN				
	SLATE			SLATE			SLATE				
	WHITE			WHITE			WHITE				
	RED			RED			RED				
	BLACK			BLACK			BLACK				
	YELLOW			YELLOW			YELLOW				
	VIOLET			VIOLET			VIOLET				
	ROSE			ROSE			ROSE				
	AQUA			AQUA			AQUA				
GREEN	BLUE	TOLL RING 4	WHITE	BLUE	ITS RING 7 (FUTURE)	YELLOW	BLUE	EXISTING I-85 GREEN BUFFER TUBE	AQUA	BLUE	EXISTING I-85 WHITE BUFFER TUBE
	ORANGE			ORANGE			ORANGE				
	GREEN			GREEN			GREEN				
	BROWN			BROWN			BROWN				
	SLATE			SLATE			SLATE				
	WHITE			WHITE			WHITE				
	RED			RED			RED				
	BLACK			BLACK			BLACK				
	YELLOW			YELLOW			YELLOW				
	VIOLET			VIOLET			VIOLET				
	ROSE			ROSE			ROSE				
	AQUA			AQUA			AQUA				
	ORANGE	TOLL RING 2		ORANGE	ITS RING 2		ORANGE			ORANGE	
	GREEN			GREEN			GREEN				
	BROWN			BROWN			BROWN				
	SLATE			SLATE			SLATE				
	WHITE			WHITE			WHITE				
	RED			RED			RED				
	BLACK			BLACK			BLACK				
	YELLOW			YELLOW			YELLOW				
	VIOLET			VIOLET			VIOLET				
	ROSE			ROSE			ROSE				
	AQUA			AQUA			AQUA				
				ORANGE			TOLL RING 3				
GREEN		GREEN	GREEN								
BROWN		BROWN	BROWN								
SLATE		SLATE	SLATE								
WHITE		WHITE	WHITE								
RED		RED	RED								
BLACK		BLACK	BLACK								
YELLOW		YELLOW	YELLOW								
VIOLET		VIOLET	VIOLET								
ROSE		ROSE	ROSE								
AQUA		AQUA	AQUA								
		ORANGE	TOLL RING 5		ORANGE	ITS RING 4			ORANGE		
	GREEN	GREEN			GREEN						
	BROWN	BROWN			BROWN						
	SLATE	SLATE			SLATE						
	WHITE	WHITE			WHITE						
	RED	RED			RED						
	BLACK	BLACK			BLACK						
	YELLOW	YELLOW			YELLOW						
	VIOLET	VIOLET			VIOLET						
	ROSE	ROSE			ROSE						
	AQUA	AQUA			AQUA						
		ORANGE			TOLL RING 6 (FUTURE)				ORANGE	ITS RING 5	
GREEN		GREEN	GREEN								
BROWN		BROWN	BROWN								
SLATE		SLATE	SLATE								
WHITE		WHITE	WHITE								
RED		RED	RED								
BLACK		BLACK	BLACK								
YELLOW		YELLOW	YELLOW								
VIOLET		VIOLET	VIOLET								
ROSE		ROSE	ROSE								
AQUA		AQUA	AQUA								
		ORANGE	TOLL RING 7 (FUTURE)			ORANGE		ITS RING 6			ORANGE
	GREEN	GREEN			GREEN						
	BROWN	BROWN			BROWN						
	SLATE	SLATE			SLATE						
	WHITE	WHITE			WHITE						
	RED	RED			RED						
	BLACK	BLACK			BLACK						
	YELLOW	YELLOW			YELLOW						
	VIOLET	VIOLET			VIOLET						
	ROSE	ROSE			ROSE						
	AQUA	AQUA			AQUA						

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

I-85 EXTENSION  
SRTA  
PROPOSED TOLL FIBER

SHEET NO.

# Attachment 23-1

## Toll and ITS Preliminary Design Submittals - Check List

### ITS PLANS - CHECK LIST

#### General

The ITS plans shall show the design of fiber optic cable, changeable message signs, CCTV systems, hub buildings, radar detection systems, specification development, fiber allocation sheets, and splicing details. In addition, supporting plans shall include, but not be limited to, structure, pavement, roadway, drainage, generator, electrical and power, and retaining wall designs and details.

#### Required Information

- Separate stand-alone (with no sheet number or drawing number) Summary of Quantity sheet (to be placed with the Roadway Summary of Quantities)
- All environmentally sensitive areas (ESA) including, but not limited to, stream buffers, wetland boundaries, historical boundaries, T&E habitats, archaeological resources, hazardous materials, and environmental justice areas shall be denoted on all plan sheets (roadway plan sheets, utility plan sheets, erosion control plan sheets, etc.) with a Diamond Line Code. Areas requiring no entry by any personnel shall be delineated with Orange Barrier Fence with a Solid Circle Line Code.
- ESA lines labeled as “ESA – See General Notes Environmental Resources Impact ‘Table’ for construction restrictions”
- Structure identification (ID) number label for all field device supports
- Existing ITS infrastructure, Utility lines and structures
- Limits of all railroad right of way
- Conduit details including dimensions, material, and number of conduits
- Ground boxes including location, dimensions, material, aprons (as needed), description (function/purpose) of conduits coming into and going out from ground box
- Locations of electrical service centers/access points
- Electrical power calculations and proposed circuits, breakers, power loading, voltage drops, transformers and conductor sizes
- Proposed electrical conduit locations and related electrical infrastructure, including meters identified by agency (GDOT, SRTA)
- Proposed electrical conduit locations and related infrastructure between each generator and associated ITS locations
- Proposed fiber optic duct bank locations and ground boxes
- Proposed locations of ITS elements, including, but not limited to, devices, structures, equipment cabinets, ground boxes, laterals



- Structure details for both proposed and existing structures including, but not limited to structure dimensions, foundations, anchor plates (as needed), lightning protection and grounding, hand hole, cable runs, device attachment (for DB Team installed devices), cabinet attachment, vertical clearances, offset distances, calculations, and modifications to existing structures to accommodate ITS equipment
- Equipment cabinet details including, but not limited to, insulation and HVAC as needed, rack mounting details, associated panel details, conduit connections, lightning protection and grounding details
- For non-structure mounted cabinets, all of the above information plus equipment pad dimensions, material, conduit connections, cabinet location on pad, height above ground to top of pad
- Communication hub details including, but not limited to, building dimensions, HVAC, panels, racks and communication patch panels(by agency), conduit runs into the building, lightning protection and grounding, lighting, ground boxes, pad details, GDOT network equipment, fire suppression, electrical infrastructure, door and dimensions, driveway details approaching and surrounding hub buildings, fencing details and offset distance from communication hub, drainage surrounding building
- If applicable, existing communication hub details including, but not limited to, miscellaneous panels (as needed for communication and additional electrical requirements), connection of fiber backbone splices
- Manufacturer detail sheets of all proposed ITS devices to be installed by the DB Team
- A legend that identifies all existing and proposed equipment shown on plans.
- General Notes – Show all general notes pertaining to ATMS/ITS system on a separate sheet in the plan set.
- Existing and proposed right-of-way lines and monument
- Roadway
- Pavement markings
- Guardrail
- Location of proposed barrier (guardrail, concrete traffic barrier, etc) for incorporation into design plans
- Bridge decks
- Walls
- Structures impacting ITS design (drainage, utilities, etc.)
- Fiber splicing details

Fiber allocation sheet

- Fiber ID Number
- Cable ID Number
- Trunk Cable ID
- Tray ID Number

**Sheet Layout**

## TOLL PLANS – CHECK LIST

### General

Toll plans shall be provided for all Toll System Sites. The toll plans shall show the locations of the gantries and other Toll System Site structure(s), loops, conduit runs and wireways, ground boxes, junction boxes, pavement joints, concrete pads, toll equipment cabinets, all electrical infrastructure, communication and power laterals, locations of toll system equipment and devices, equipment cabinet protection elements, bollards and other design elements specific to each site. In addition, supporting plans shall include detailed structure designs, pavement design, electrical and power connections, lightning protection design, and retaining walls (if needed).

### Required Information

- Separate stand-alone (with no sheet number or drawing number) Summary of Quantity sheet (to be placed with the Roadway Summary of Quantities)
- All environmentally sensitive areas (ESA) including, but not limited to, stream buffers, wetland boundaries, historical boundaries, T&E habitats, archaeological resources, hazardous materials, and environmental justice areas shall be denoted on all plan sheets (roadway plan sheets, utility plan sheets, erosion control plan sheets, etc.) with a Diamond Line Code. Areas requiring no entry by any personnel shall be delineated with Orange Barrier Fence with a Solid Circle Line Code.
- ESA lines labeled as “ESA – See General Notes Environmental Resources Impact ‘Table’ for construction restrictions”
- Static sign details identifying the dimension of the CMS panel cutouts
- Toll location identification (ID) number label for all Toll System Sites
- Existing and proposed Toll System infrastructure, Utility lines and structures
- Limits of all railroad right of way
- Conduit details including dimensions, material, and number of conduits
- Ground boxes including location, dimensions, material, aprons (as needed), description (function/purpose) of conduits coming into and going out from ground box including in pavement conduits
- Locations of electrical service centers/access points
- Electrical power calculations and proposed power loading, transfer switch details, transformers, conductor sizes, switches, circuit breakers
- Proposed electrical conduit locations and related electrical infrastructure, including meters identified by agency (GDOT, SRTA)
- Proposed fiber optic duct bank locations and ground boxes
- Proposed locations of Toll System equipment, including, but not limited to, gantries, toll equipment cabinets, ground boxes, laterals
- Toll gantries and other Toll System Site structure details including, but not limited to structure dimensions, foundations, anchor plates (as needed), wire trays, lightning protection and grounding, conduits, vertical clearances, calculations
- Toll equipment cabinet details including, but not limited to, insulation and HVAC, rack mounting details, associated panel details, conduit connections, electrical connections, lightning protection and grounding details,

- Fiber splicing details

Fiber allocation sheet

- Fiber ID Number
- Cable ID Number
- Trunk Cable ID
- Tray ID Number
- Equipment pad dimensions, material, conduit connections, cabinet location on pad, height above ground to top of pad
- A legend that identifies all existing and proposed Toll System equipment shown on plans.
- General Notes – Show all general notes pertaining to toll locations on a separate sheet in the plan set.
- Existing and proposed right-of-way lines and monument
- Roadway
- Cross-sections at Toll Collection Site locations
- Pavement details through the Toll Collection Site including, but not limited to, materials, depth of materials, reinforcement spacing, joint spacing, markings
- Guardrail
- Location of proposed barrier (guardrail, concrete traffic barrier, etc) for incorporation into design plans
- Bridge decks
- Walls
- Structures impacting toll location design (drainage, utilities, etc.)

**Sheet Layout**

# Toll and ITS Final Design Submittals - Check List

## ITS PLANS – CHECK LIST

### General

The ITS plans shall show the design of fiber optic cable for both GDOT ITS and separate SRTA Toll System, changeable message signs, CCTV systems, hub buildings, radar detection systems, specification development and fiber allocation sheets. In addition, supporting plans shall include detailed structure, pavement, roadway, drainage, generator, electrical and power, and retaining wall designs and details.

### Required Information

- Resolution of all items identified from Preliminary Design review.
- All information in Preliminary Design plans, but at detail for 100% design plans.
- All calculations and quantities
- Fiber splicing details

#### Fiber allocation sheet

- Fiber ID Number
- Cable ID Number
- Trunk Cable ID
- Tray ID Number

### Sheet Layout

## **TOLL PLANS – CHECK LIST**

### **General**

Toll plans shall be provided for all Toll System Sites. The toll plans shall show the locations of the gantries and other Toll System Site structure(s), loops, conduit runs and wireways, ground boxes, junction boxes, pavement joints, concrete pads, toll equipment cabinets, all electrical infrastructure, communication and power laterals, locations of toll system equipment and devices, equipment cabinet protection elements, bollards and other design elements specific to each site. In addition, supporting plans shall include detailed structure designs, pavement design, electrical and power connections, lightning protection design, and retaining walls (if needed).

### **Required Information**

- Resolution of all items identified from Preliminary Design review.
- All information in Preliminary Design plans, but at detail for 100% design plans.
- All calculations and quantities

### **Sheet Layout**

**Georgia Department of Transportation**  
**VOLUME 3**  
**Programmatic Technical Provisions**  
**For**  
**Design-Build Agreement**  
**I-85 Express Lanes Project**

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# 1 GENERAL

*Refer to volume 2.*

## 2 PROJECT MANAGEMENT

The DB Team shall establish and maintain an organization that effectively manages all Elements of the Work. This project management effort shall be defined by and follow the Project Management Plan (PMP), which is a collection of several management plans describing discrete Elements of the Work. The PMP is an umbrella document that describes the DB Team’s managerial approach, strategy, and quality procedures to design, and build the Project and achieve all requirements of the Design-Build (DB) Documents. The PMP should be written in a manner where it is beneficial for the management of the project and shall establish parameters to monitor the project’s scope, schedule, and budget. The PMP shall establish procedures to track risks to the scope, schedule, and budget for the project as well as management strategies for mitigating such risks.

The DB Team will develop the PMP and obtain acceptance from Georgia Department of Transportation (GDOT), The DB Team is responsible for supplementing necessary information and material to complete the updates of the PMP, as required, such as the DB Team’s quality management plan, DB Team’s risk management plan, and DB Team’s management structure and project team organization chart.

The DB Team shall submit to GDOT the PMP within thirty (30) days following Notice to Proceed (NTP) 1; and the DB Team shall obtain acceptance by GDOT prior to any design submittals. Revisions as necessary to the PMP will be made by the DB Team.

### 2.1 Project Management Plan Requirements

The Project Management Plan is the guide for implementing the project and documents assumptions and decisions regarding communication, management processes, execution and overall project control. The ultimate purpose of the Project Management Plan is to clearly define the roles, responsibilities, procedures and processes that will result in the project being managed such that it is completed:

- On-time,
- Within budget,
- With the highest degree of quality,
- In a safe manner for both the individuals working on the project and for the traveling public, and
- In a manner in which the public trust, support, and confidence in the project will be maintained.

The Project Management Plan addresses the entire project lifecycle and ensures that the project will be managed holistically and as a continuum, not incrementally as the project progresses. The DB Team is responsible to implement and comply with the Project Management Plan throughout the Project’s lifecycle.

The format for the Project Management Plan follows, sections of the PMP listed below may be omitted if not applicable to the Project:

### **2.1.1 Project Descriptions and Scope of Work**

The complete description of the project, along with the history of its development and important decisions (after award) shall be documented in the Project Management Plan. A clearly defined project scope shall be included. This scope statement should include all the requirements to be executed, verified and delivered. The Project Management Plan shall clearly define the project scope of work, including construction, environmental work, utilities, and right of way.

### **2.1.2 Project Organizational Chart, Roles, and Responsibilities**

A project organizational chart shall be attached for clarity, with a brief description of roles and responsibilities for each section or individual team.

The DB Team will be responsible for preparing an organizational chart representing the DB Team's management structure and identifying the DB Team's project team. The DB Team's project team shall include technical and functional support teams such as right of way, utilities, design, construction, project controls, Quality Assurance (QA), Quality Control (QC), communications and outreach, environmental monitoring and review, safety, security, etc... (as required). Roles and responsibilities not required for this project do not need to be identified in the organizational chart.

The DB Team must match the personnel identified in the SOQ and DBA unless otherwise accepted by GDOT. Changes to the DB Team must be experienced key personnel dedicated to the success of the project, with the requisite technical, managerial, leadership, and communication skills needed to proficiently perform the required tasks.

### **2.1.3 Project Phases**

The planning and project development and implementation process may include several phases. These phases should be determined based on the needs and scope of the Project as determined by the DB Team with consultation with GDOT. This section of the PMP shall include the phases of the Work and a description of each phase. The DB Team shall also provide personnel information required to manage and complete the work for each phase. Major tasks, milestones, and deliverables shall be listed for each phase. In addition, other governmental approvals and permits required to complete each phase shall be identified.

### **2.1.4 Design Quality Assurance**

The DB Team shall develop an overall Quality Management Plan. The Quality Management Plan shall comprise of a Design Quality Assurance (QA) Plan to include the following:

- Overall design QA process.
- Design Quality Control (QC) Plan including procedures and documentation.
- Design standards to be adhered to, including but not limited to all references listed in Volume 3 Manuals.
- Design criteria specific to the individual project.
- Procedures for preparing and checking individual plans, specifications, estimates, calculations, and other submittal items.
- Procedures for preparing and checking any unique or highly specialized designs.
- Procedures for coordinating work performed by different persons for related tasks, to ensure that conflicts, omissions, or errors do not occur between drawings or between drawings and other design documents.
- Procedures for coordinating and obtaining permits from permitting agencies, utility companies, and railroad companies, as applicable. This shall include procedures for ensuring that all permitting, utility, and railroad requirements are incorporated into the design of the project; and procedures for coordinating submittals and agency reviews such that the overall project schedule is not delayed.
- Level, frequency, and methods of review of the adequacy of the total project design. Methods by which all Final Plans shall be independently reviewed; verified for constructability, completeness, clarity, and accuracy; and back-checked.
- Level and frequency of audit and oversight design reviews (concerning QA and validity of consultant payments) to be performed by GDOT, the Federal Highway Administration (FHWA) (as applicable), independent consultants, and/or other agencies (as applicable).
- Procedures for reviewing and checking design drawings and documents required during construction.
- Qualifications for all key design personnel.
- Documentation and submission procedures to ensure that the established design QA procedures have been followed.
- QA/QC statement letter is required to be submitted with all design submittals.

The design QA procedures will be part of the DB Team’s Quality Management Plan to be developed and provided by the DB Team. The Quality Management Plan shall satisfy the requirements stated in the Technical Provisions.

### **2.1.5 Construction Quality Assurance**

The DB Team’s Quality Management Plan shall comprise of a Construction Quality Assurance Plan to include the following:

- Overall construction QC process.
- Construction QC Plan including QC procedures and documentation.
- When testing and inspection is required of the DB Team by the DB Contract, construction standards to be adhered to for performing construction inspection.



Documents to be used that will define materials to be certified, materials to be tested, sampling procedures, testing procedures, record keeping and reporting procedures, and nonconformance plan.

- Based on requirements of GDOT Standard Specifications and other requirements of the DB Contract, identify the party and personnel responsible for QA and QC, i.e., responsibilities of the DB Team versus the GDOT for sampling, testing, monitoring, and reporting test results,
- Frequency and agency involvement for construction coordination (progress) and/or partnering meetings.
- Procedures for coordinating with permitting agencies, utility companies, and railroad companies (as applicable) during construction to ensure that all requirements are incorporated into the project such that the overall project schedule is not delayed.
- Level and frequency of inspections to identify and correct any deficiencies in the project construction that do not meet the requirements of the plans, specifications, and other binding documents.
- Level and frequency of audit and oversight construction reviews (concerning QA and validity of DB Team payments) to be performed by the GDOT, FHWA (as applicable), independent consultants, and/or other agencies (as applicable).
- Qualifications for all key construction personnel.
- Documentation and submission procedures to ensure that the established construction QA procedures have been followed.

The construction QA procedures will be part of the DB Team’s Quality Management Plan to be developed and provided by the DB Team. The Quality Management Plan shall satisfy the requirements stated in the Technical Provisions.

### **2.1.6 Environmental Monitoring**

The DB Team shall adopt a proactive approach for overseeing and inspecting environmental Work during construction to help guard against unanticipated impacts to the environment. Unanticipated impacts to the environment can lead to fines and schedule delays. The DB Team shall be responsible for complying with the scope of environmental commitments from the NEPA/GEPA document, environmental permits, and other environmental approvals are implemented.

### **2.1.7 Right of Way**

The DB Team shall describe plan for Right of Way acquisition as required.

### **2.1.8 Safety and Security**

The DB Team shall be responsible for the safety of its personnel and of the general public affected by the Project.

DB Team shall submit to GDOT for acceptance a comprehensive safety plan (“Safety Plan”) that is consistent with and expands upon the preliminary safety plan submitted with the Proposal. The Safety Plan shall fully describe DB Team’s policies, plans, training programs, Work Site controls, and Incident response plans to ensure the health and safety of personnel involved in the Project and the general public affected by the Project during the Term of the DB Documents.

DB Team’s Safety Plan shall address procedures for immediately notifying GDOT of all Incidents arising out of or in connection with the performance of the Work, whether on or adjacent to the Project.

This section shall define the requirements to be incorporated into the Project in order to ensure that the Project is a safe and secure environment for all individuals working on the Project. The prevention of accidents during execution of the project shall be a primary concern of all participants, and shall be the responsibility of all levels of management. Safety shall never be sacrificed for production, but shall be considered an integral part of an efficient and quality Project.

It is suggested that safety and security procedures include the following:

- Safety and health standards to be adhered to.
- Roles and responsibilities of the safety/security staff.
- Contractors (meaning prime contractors and subcontractors combined) having a Safety Director and an accepted safety manual (or plan) available to all employees.
- Contractors holding periodic on-site safety meetings.
- Contractors conducting periodic on-site safety inspections.
- Contractors providing safety training for all new employees, and refresher training for all employees.
- Contractors conducting drug screening for all new hires.
- Contractors establishing daily housekeeping and clean-up procedures.
- Possible employee sharing of accident prevention savings.
- Having first-aid and medical kits readily available.
- Having a site security plan, possibly including such items as restricted parking near vulnerable structures, physical barriers (fences, barricades, etc.), coordinated efforts with local law enforcement officials during heightened threat levels, video surveillance, alarm systems, emergency telephones, etc.
- Having an emergency preparedness and incident management plan, including roles and responsibilities, emergency evacuations, communications, first responder awareness training, and field drills.
- Establishment of an employee identification (ID) system.
- Level and frequency of audit and oversight safety/security reviews to be performed by GDOT, FHWA, independent consultants, and/or other agencies (as applicable).
- Safety and security periodic reporting (normally monthly).

In addition, appropriate threat and vulnerability assessments shall be made and taken into consideration throughout the Project's life cycle. The transportation elements of the project could have a significant impact on regional safety and security plans.

### **2.1.9 Traffic Management**

The DB Team shall develop a Transportation Management Plan and a traffic control plan for each phase of its Work. The DB Team's Transportation Management Plan and the traffic control plans shall comply with the requirements of Section 18.

### **2.1.10 Project Communications (Media and Public Information)**

Refer to Volume 2

### **2.1.11 Closeout Plan**

A closeout plan consisting of the requirements to provide a coordinated transition from construction to operations along with the roles and responsibilities of various agencies and offices shall be included in the Project Management Plan.

### **2.1.12 Appendices**

The DB Team shall include the various management plans required by the DB Agreement and the Technical Provisions in the Project Management Plan as appendices.

### **2.1.13 Project Management Plan Checklist**

The following items shall be included in the Project Management Plan:

- Project Description and Scope of Work
- Goals and Objectives
- Project Organizational Chart, Roles, and Responsibilities
- Project Phases
- Procurement and Contract Management
- Project Reporting and Tracking
  - Executive Summary
  - Project Activities and Deliverables
  - Action Items/Outstanding Issues
  - Project Schedule
  - Project Cost
  - Project Quality
  - Other Status Reports
- Internal and Stakeholder Communications
- Project Management Controls (Scope, Cost, Schedule, Claims, etc.)
  - Risk Management Plan (if required)
  - Scope Management Plan (if required)

- Scheduling Software
- Change Order and Extra Work Order Procedures
- Claims Management Procedures
- Other Programs
- Design Quality Assurance
- Construction Quality Assurance
- Environmental Monitoring
- Right of Way
- Safety and Security
- Traffic Management
- Project Communications (Media and Public Information) (if required)
- Closeout Plan
- Project Documentation
- Other Possible Sections (as required)
- Appendices

Other items may be added depending on the Project's characteristics. An updated PMP should occur anytime there is a scope change to the project.

#### **2.1.14 Documentation of Pre-Construction Conditions**

The DB Team shall provide GDOT with Pre-Construction Photos and Videos which document the existing conditions of the project corridor. All photos and videos must be of adequate file size and resolution to demonstrate existing, pre-construction project conditions. The DB Team shall ensure adequate weather, lighting conditions, and image stability to provide clear visibility within the photos and videos. All photos and videos, when submitted to GDOT, shall be delivered on Compact Discs (CDs), Digital Video Discs (DVDs), or USB Flash Drive(s).

Project pre-construction photos shall provide documentation of the existing condition of all major structures, utilities, and drainage components within the project limits. When submitted to GDOT, the photos shall be submitted in a common photo file format (e.g. JPG, TIF).

Project pre-construction videos shall provide documentation of the existing condition throughout the project limits. A video shall be recorded along the project mainline, in each direction of travel, within the project corridor. The video shall be recorded while traveling at the approximate posted speed for the corridor. When submitted to GDOT, the video(s) shall be submitted in a common video file format (e.g. AVI, WMV, MOV, MP4).

## **2.2 Schedule Requirements**

### **2.2.1 General Schedule Requirements**

The DB Team shall comply with the Critical Path Method (CPM) schedule requirements as defined in this Section 2.2. The DB Team shall be responsible for ensuring that all work sequences are logical and that the CPM schedule indicates a coordinated plan. The CPM schedule shall indicate the order and interdependence of activities and the sequence for accomplishing the work. The CPM schedule shall illustrate all activities that occur during the contractual life of the Project, whom is responsible for each respective activity, and the duration for each activity as set forth in the DB Documents.

### **2.2.2 120 Day Schedule Requirements**

The DB Team shall develop a 120 Day Schedule that meets all of the requirements of the Project Baseline Schedule but shall only be inclusive of those activities that will occur from project letting to days after NTP1.

The DB Team shall submit monthly updates to the 120 Day Schedule until the Project Baseline Schedule is accepted. Monthly updates shall meet the requirements of the Project Schedule Updates.

120 Day Schedule submittals shall include:

1. Electronic copy (Primavera P6 Version 7.x or greater) of the file used for the proposed Project Baseline Schedule revision
2. A critical path schedule plot
3. A full schedule plot

### **2.2.3 Project Baseline Schedule Requirements**

DB Team shall use the Preliminary Baseline Schedule submitted with the Proposal as a foundation to prepare a Project Baseline Schedule and shall submit the Project Baseline Schedule to GDOT for review and acceptance. The schedule shall show milestones for intermediate and contract completion dates no later than those specified in the contract. All specified closure or restriction periods, non-work periods or any other time restrictions in the contract shall be incorporated in the project baseline schedule. The Project Baseline Schedule shall be submitted no later than ninety (90) calendar days after NTP 1. Should a NEPA/GEPA Reevaluation be required, the Project Baseline Schedule shall illustrate activities of both GDOT and the DB Team for the respective activities that each are responsible for. The NEPA/GEPA Reevaluation schedule activities shall be in conformance with the approved NEPA/GEPA Reevaluation time provided for in Section 4.

The Project Baseline Schedule shall include all major Work activities required under the DB Documents, in sufficient detail to monitor and evaluate design and construction progress, from commencement of the Work to Final Acceptance of the Work. If required, the Project Baseline Schedule shall also include activities based on GDOT schedule for acquisition of any Proposed Right of Way, as well as for any DB Team identified Additional Properties, Utility Adjustments, permit acquisitions, and interfaces with other projects, localities, municipalities and other Governmental Entities. For each major activity, the DB Team shall indicate the duration (in Days) required to complete the activity, the anticipated start and finish date of each activity. In addition, the Project Baseline Schedule shall indicate the sequence of performing each major activity and the logical dependencies and inter-relationships between the activities.

The Project Baseline Schedule shall include a listing of all Submittals as called out in Volume 2, Section 23, other sections of the DB Documents, or as required to obtain any acceptance by GDOT or any other Government Entity. Submittal activity durations shall include specific durations for GDOT review and/or acceptance of DB Team’s submittals.

Float shall not be considered as time for the exclusive use of or benefit of either GDOT or the DB Team, but shall be considered as a jointly owned, expiring resource available to the Project and shall not be used to the financial detriment of either party. Any method utilized to sequester Float calculations will be prohibited without prior acceptance of GDOT. Any schedule, including the Project Baseline Schedule and all updates thereto, showing an early completion date shall show the time between the scheduled completion date and the applicable Milestone Schedule Deadline as “Project Float.”

The Project Baseline Schedule shall define the timeframe for completion of the Project and achievement of all contractual milestones, and be used to monitor progress and denote changes that occur during design and construction. Additional schedule requirements are as follows:

- The Project Baseline Schedule shall be organized in a Work Breakdown Structure (WBS). Each schedule activity shall be mapped to one and only one of the parent WBS activities. The Project Baseline Schedule shall include all major Work activities required under the DB Agreement.
- The WBS identified below shall be the basis for organizing all Work under the Contract Documents and shall be used to structure the baseline schedule. The WBS shall conform to the level of structure below, which represents the minimum levels of the WBS that all schedule information shall rollup to. Sections listed below that are not applicable to the project should be removed at the DB Team’s discretion. The DB Team shall further develop and detail the base WBS, the minimum requirements of which are bulleted below, in accordance with its specific schedule activities and retaining the ability to summarize to at least the same level as shown in the base. The DB Team may add additional activities to

the levels presented below with GDOT's prior written acceptance. GDOT will provide a WBS template as a RID.

1.0 Project Name

- 1.1 Project Management
  - 1.1.1. Administration
  - 1.1.2. Bonds and Financing
  - 1.1.3. Insurance
  - 1.1.4. QA/QC
- 1.2. Design
  - 1.2.1. Environmental
    - 1.2.1.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.2. Roadway
    - 1.2.2.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.3. Drainage
    - 1.2.3.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.4. Structures
    - 1.2.4.1. (By subsections determined by DB Team w/GDOT concurrence)
      - 1.2.4.1.1. Bridge
        - 1.2.4.1.1.1. (By Bridge No.)
      - 1.2.4.1.2. Retaining Wall/Noise Wall
        - 1.2.4.1.2.1. (By Retaining Wall/Noise Wall)
      - 1.2.4.1.3. Building
        - 1.2.4.1.3.1. (By Building)
  - 1.2.5. Railroad
    - 1.2.5.1. \_\_\_\_\_RR
    - 1.2.5.2. \_\_\_\_\_RR
  - 1.2.6. Landscape & Aesthetics
    - 1.2.6.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.7. Traffic
    - 1.2.7.1. (By subsections determined by DB Team w/GDOT concurrence)
      - 1.2.7.1.1. Signing
      - 1.2.7.1.2. Traffic Signal Systems
      - 1.2.7.1.3. Roadway Illumination
  - 1.2.8. Intelligent Transportation System (ITS)
    - 1.2.8.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.9. Traffic Management and Controls During Construction
    - 1.2.9.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.10. Tolling
    - 1.2.10.1. (By subsections determined by DB Team w/GDOT concurrence)
  - 1.2.11. QA/QC
    - 1.2.11.1. (By subsections determined by DB Team w/GDOT concurrence)
- 1.3. Right of Way (ROW) Acquisition
  - 1.3.1. (By subsections determined by DB Team w/GDOT concurrence)
    - 1.3.1.1 (By Parcel No.)
- 1.4. Utility Adjustments

- 1.4.1. (By Utility Owner)
  - 1.4.1.1. Negotiate Agreements
  - 1.4.1.2. Locate Existing Utilities
  - 1.4.1.3. Prepare Utility Assembly
  - 1.4.1.4. Construct Utility Adjustment
- 1.5. Construction
  - 1.5.1. Mobilization
  - 1.5.2. Roads
    - 1.5.2.1. (By subsections determined by DB Team w/GDOT concurrence)
      - 1.5.2.1.1. Local Roads
        - 1.5.2.1.1.1. Erosion Control
        - 1.5.2.1.1.2. Earthwork
        - 1.5.2.1.1.3. Pavement, Pvmt Markings
        - 1.5.2.1.1.4. TCP/MOT
        - 1.5.2.1.1.5. Other Rdwy. Appurtenances (Barriers, Guardrail, Impact Attenuators)
        - 1.5.2.1.1.6. Fencing
      - 1.5.2.1.2. Mainlines and Ramps
        - 1.5.2.1.2.1. Erosion Control
        - 1.5.2.1.2.2. Earthwork
        - 1.5.2.1.2.3. Pavement, Pvmt Markings
        - 1.5.2.1.2.4. TCP/MOT
        - 1.5.2.1.2.5. Other Rdwy Appurtenances (Barriers, Guardrail, Impact Attenuators)
        - 1.5.2.1.2.6. Fencing
      - 1.5.2.1.3. Managed Toll Lanes
        - 1.5.2.1.3.1. Erosion Control
        - 1.5.2.1.3.2. Earthwork
        - 1.5.2.1.3.3. Pavement, Pvmt Markings
        - 1.5.2.1.3.4. TCP/MOT
        - 1.5.2.1.3.5. Other Rdwy Appurtenances (Barriers, Guardrail, Impact Attenuators)
        - 1.5.2.1.2.6. Fencing
    - 1.5.2.1.1.1. Erosion Control
    - 1.5.2.1.1.2. Earthwork
    - 1.5.2.1.1.3. Pavement, Pvmt Markings
    - 1.5.2.1.1.4. TCP/MOT
    - 1.5.2.1.1.5. Other Rdwy. Appurtenances (Barriers, Guardrail, Impact Attenuators)
    - 1.5.2.1.1.6. Fencing
    - 1.5.2.1.2. Mainlines and Ramps
      - 1.5.2.1.2.1. Erosion Control
      - 1.5.2.1.2.2. Earthwork
      - 1.5.2.1.2.3. Pavement, Pvmt Markings
      - 1.5.2.1.2.4. TCP/MOT
      - 1.5.2.1.2.5. Other Rdwy Appurtenances (Barriers, Guardrail, Impact Attenuators)
      - 1.5.2.1.2.6. Fencing
    - 1.5.2.1.3. Managed Toll Lanes
      - 1.5.2.1.3.1. Erosion Control
      - 1.5.2.1.3.2. Earthwork
      - 1.5.2.1.3.3. Pavement, Pvmt Markings
      - 1.5.2.1.3.4. TCP/MOT
      - 1.5.2.1.3.5. Other Rdwy Appurtenances (Barriers, Guardrail, Impact Attenuators)
  - 1.5.2.2. Drainage
    - 1.5.2.2.1. (By subsections determined by DB Team w/GDOT concurrence)
      - 1.5.2.2.1.1. Cross Culverts
        - 1.5.2.2.1.1.1. (By location)
      - 1.5.2.2.1.2. Local Roads
        - 1.5.2.2.1.2.1. Trunkline
        - 1.5.2.2.1.2.2. Inlets and Laterals
      - 1.5.2.2.1.3. Mainlanes, Managed Toll Lanes, and Ramps
        - 1.5.2.2.1.3.1. Trunkline
        - 1.5.2.2.1.3.2. Inlets and Laterals
      - 1.5.2.2.1.4. Crossing Streets
        - 1.5.2.2.1.4.1. (By Street)
  - 1.5.3. Drainage
    - 1.5.3.1. (By subsections determined by DB Team w/GDOT concurrence)
      - 1.5.3.1.1. Cross Culverts
        - 1.5.3.1.1.1. (By location)
      - 1.5.3.1.2. Local Roads
        - 1.5.3.1.2.1. Trunkline
        - 1.5.3.1.2.2. Inlets and Laterals
      - 1.5.3.1.3. Mainlanes, Managed Toll Lanes, and Ramps
        - 1.5.3.1.3.1. Trunkline
        - 1.5.3.1.3.2. Inlets and Laterals
      - 1.5.3.1.4. Crossing Streets
        - 1.5.3.1.4.1. (By Street)
  - 1.5.4. Structures
    - 1.5.4.1. (By subsections determined by DB Team w/ GDOT concurrence)



- 1. 5.4.1.1. Bridges
  - 1. 5.4.1.1.1. (By Bridge No.)
    - 1. 5.4.1.1.1.1. Foundations
    - 1. 5.4.1.1.1.2. Substructure
    - 1. 5.4.1.1.1.3. Superstructure
  - 1. 5.4.1.2. Retaining Walls
    - 1. 5.4.1.2.1. (By Retaining Wall No.)
  - 1. 5.4.1.3. Noise Walls
    - 1. 5.4.1.3.1. (By Noise Wall No.)
- 1.5.5. Railroad
  - 1.5.5.1. \_\_\_\_\_ RR (By subsections determined by DB Team w/ GDOT concurrence)
    - 1.5.5.1.1. Bridges
    - 1.5.5.1.2. Trackwork
      - 1.5.5.1.2.1. Track
      - 1.5.5.1.2.2. Switches
      - 1.5.5.1.2.3. Signal Work
      - 1.5.5.1.204. Flagging
- 1.5.6. Landscaping
  - 1.5.6.1. (By subsections determined by DB Team w/GDOT concurrence)
    - 1.5.6.1.1. Trees and Shrubs
    - 1.5.6.1.2. Seeding and Sodding
    - 1.5.6.1.3. Plants and Ground Cover
- 1.5.7. Traffic Related Elements
  - 1.5.7.1. (By subsections determined by DB Team w/GDOT concurrence)
    - 1.5.7.1.1. Sign and Sign Support Structures
      - 1.5.7.1.1.1 Mainlines and Ramps
      - 1.5.7.1.1.2 Frontage Roads
      - 1.5.7.1.1.3 Crossing Streets
    - 1.5.7.1.2. Traffic Signal Systems
      - 1.5.7.1.2.1. (By location)
    - 1.5.7.1.3. Roadway Illumination
      - 1.5.7.1.3.1. Mainlines and Ramps
      - 1.5.7.1.3.2. Frontage Roads
      - 1.5.7.1.3.3. Crossing Streets
        - 1.5.7.1.3.3.1. (by Crossing Street)
- 1.5.8. ITS
  - 1.5.8.1. (By subsections determined by DB Team w/GDOT concurrence)
    - 1.5.8.1.1. Conduits
    - 1.5.8.1.2. Closed Circuit Television (CCTV)
    - 1.5.8.1.3. Vehicle Detection
    - 1.5.8.1.4. Changeable Message Signs (CMS)
    - 1.5.8.1.5. Lane Control Signals
- 1.5.9. Traffic Control During Construction
  - 1.5.9.1. (By subsections determined by DB Team w/GDOT concurrence)
    - 1.5.9.1.1. Traffic Mgmt. Strategy/All Stages
    - 1.5.9.1.2. Traffic Control and Signing
    - 1.5.9.1.3. Temporary Detours

- 1.5.10. Tolling
  - 1.5.10.1. (By subsections determined by DB Team w/GDOT and SRTA concurrence)
    - 1.5.10.1.1. Electronic Toll Collection System (ETCS) Infrastructure
      - 1.5.10.1.1.1. Conduit Systems and Hubs
      - 1.5.10.1.1.2. Support Structures
    - 1.5.10.1.2. ETCS Equipment
  - 1.5.11. Buildings
    - 1.5.11.1. (By subsections determined by DB Team w/GDOT concurrence)
      - 1.5.11.1.1. (By Building)
- 1.6. Operations During Construction
  - 1.6.1. Project Patrols and Inspections
  - 1.6.2. Traffic Control and Incident Management
  - 1.6.3. Policing
  - 1.6.4. Power Costs
- 1.7. Maintenance During Construction
  - 1.7.1. Roadway
  - 1.7.2. Drainage
  - 1.7.3. Structures
  - 1.7.4. Pavement Marking, Object Markers, Barriers, Delineators
  - 1.7.5. Guard Rail, Safety Barrier, Impact Attenuator
  - 1.7.6. Signs
  - 1.7.7. Traffic Signal Systems
  - 1.7.8. Lighting
  - 1.7.9. Fences and Noise Walls
  - 1.7.10. Roadside Management
  - 1.7.11. ITS and ETCS
  - 1.7.12. Buildings
  - 1.7.13. Incident Response
  - 1.7.14. Customer Response

- The Project Baseline Schedule shall divide the Work into activities with appropriate logic ties to show the DB Team’s overall approach to the planning, scheduling, and execution of the Work. The duration and logical relationships of the activities (or summaries at the project phase level) shall be based on the actual duration and relationships anticipated. The DB Team shall not use calendar dates or constraints to logically begin or complete any activity unless calendar dates are shown in the DB Documents (In a case where a specific date is required to start or finish an activity only a start-on-or-before or a finish-on-or-before constraint is to be used).
- Activity Identification: DB Team shall use standard and consistent activity identification numbers, textual descriptions, and codes in a manner acceptable to GDOT for the Project Baseline Schedule submittals. DB Team shall maintain consistency with Schedule Template provided in the RID for all Activity Identifications. Only use an alphanumeric coding structure with no spaces,

hyphens, symbols or characters other than letters are to be used in the Activity ID. Each Project Baseline Schedule submittal shall be clearly identified. Resubmissions of a Project Baseline Schedule shall use the same revision number as the original submission individually identified by a sequential appended letter (A, B, etc.), as an indication of a revised version.

- Each required milestone as set forth in Volume 1, Exhibit 9 shall be included in the schedule and conform to the scheduling requirements set forth in the DB Documents, and be assigned a “on or before” constraint date.
- No unspecified milestones, constraints, float suppression techniques, or use of activity durations, logic ties, and/or sequences deemed unreasonable by GDOT, shall be used in the Project Baseline. Each Project Baseline Schedule submittal shall clearly and individually define the progression of the Work within the applicable time frame by using separate activities.
- The Project Baseline Schedule shall be used by all Parties for planning and monitoring the progress of the Work and may serve as supporting documentation for determining the Payment Request amount that may be compensable to be made to DB Team. The updated Project Baseline Schedule shall show actual progress and not calculated progress. Accepted logic changes and approved changes to the DB Documents shall be incorporated into the Project Baseline Schedule (these changes are to be identified with either the change notice number or other method accepted by GDOT to identify the change to the schedule) and identified in the narrative with each submittal.
- If the DB Team chooses to resource load the schedule, the following requirements should be met. The commodity, labor, or equipment quantity that the activity value will be based on shall be indicated as a resource. Labor-loading of activities shall be based upon total number of workers, not total number of crews. Major construction equipment to be used by the DB Team and subcontractors at all tiers in prosecuting Work shall be assigned to applicable activities. The quantity shall represent the estimated effort in-place for the activity value.
- The WBS for each work element shall indicate the duration, timing, and logical relationship to other work elements, including relationships to activities other than the parent activity of the particular work element. Activities shall be broken down minimally to work elements (for example, bridges shall be broken down into foundations, substructure, superstructure, and decks). All Work shall be broken down to similar manageable work elements. For Utility Adjustment Work, if Work is not shown as a activity itself, such Work shall be shown as a work element, where applicable. For Mobilization activities or work elements, DB Team shall provide a list of Work items that are included in each activity or work element.

- The Project Baseline Schedule shall define the timeframe for completion of the Project and achievement of milestones, and be used to monitor progress and denote changes that occur during design and construction. The DB Team shall add an activity to the end of the schedule labeled “Weather Delays,” this activity shall be a sum of the allotted number of days calculated in the Baseline Narrative Report in Section 2.2.4.

Project Baseline Schedule submittals shall include:

- Electronic copy (Primavera P6 Version 7.x or greater) of the file used for the proposed Project Baseline Schedule revision
- A schedule narrative meeting the requirements of Section 2.2.4.
- A critical path schedule plot
- A full schedule plot

### **2.2.3.1 Logic Requirements**

Logic ties shall refer to all relationship types. All activities/tasks on the Project Baseline Schedule shall meet the logic requirements below:

- A maximum duration of twenty (20) Calendar Days, and not less than one (1) Day, except activities relating to acceptances and reviews by Governmental Entities, procurement activities, or as otherwise accepted by GDOT.
- Activity relationships shall be Finish-to-Start (FS) with no leads or lags, Finish-to-Finish (FF) or Start-to-Start (SS) with lags no more than ½ of the predecessor’s duration.
- The use of lags with a negative value shall not be allowed on any activity relationship type.
- The schedule shall provide sufficient time for all submittals and re-submittal review times required in the DB Documents.
- All activities shown in the schedule, with the exception of the first and last activity, shall have a minimum of one predecessor and a minimum of one successor activity.

### **2.2.3.2 Calendar Requirements**

The use of standard GDOT calendars is recommended for scheduling the Project. A list of standard GDOT holidays can be found within *GDOT 2013 Specifications Section 101.31 Holidays*. The DB Team shall be allowed to add to this calendar as needed for their specific use provided that the modified calendars are Project Level Calendars and not Global Calendars.

## **2.2.4 Narrative Requirements**

The Project Baseline Schedule and all schedule updates shall include a separate narrative report. The narrative report shall be updated with each schedule submission and pertain to the work identified in the schedule.

For the baseline schedule submittals, the narrative report shall include the following separated into sections:

1. An explanation of the overall plan to complete the project, including where the work will begin and how the work and crews will progress through the project.
2. An explanation of the use and application of the workdays per week, number of shifts per day, number of hours per shift, holidays observed and how the schedule accommodates adverse weather days for each month. Submit a list of the calendars used in the schedule and a definition of their type.
3. Description of the work to be completed each season for multi-year projects.
4. A description of the critical path.
5. An explanation of the use of any allowed constraints, including the reason and purpose for each constraint.
6. A statement describing the status of any required permits.
7. The DB Team's proposed methods of operation for designing and constructing the major portions of the Work required by the DB Documents.
8. A statement that includes a calculation of the number of inclement weather (or weather delays) derived from the table in Section 2.2.8, and a formula showing how the number of days was calculated.

For Project Schedule Updates the narrative shall also include the following:

1. A description of the work performed since the last schedule update. The work performed shall match the work scheduled to be performed since the last schedule update. If the work performed does not match the work scheduled to be performed, the DB Team shall include a detailed description of why there is a discrepancy between the activities that should have been completed or progressed as indicated in the previous schedule submittal. GDOT may withhold payment if the reason for the discrepancy is not deemed an acceptable change in sequencing of activities or outside the DB Team's control (3<sup>rd</sup> party or weather related) until additional documentation or recovery plan is submitted and accepted as appropriate.
2. A description of the status of the scheduled completion date, focusing on any changes since the previous submission including an explanation if the scheduled completion date is projected to occur after the contract completion date.

3. An explanation if any contract milestone dates are projected to occur after the dates set out in the contract.
4. A description of unusual labor, shift, equipment or material conditions or restrictions encountered.
5. A description of any problems encountered or anticipated since the last schedule update.
6. A statement that identifies any current and anticipated delays. A discussion of delays in the narrative report does not constitute notice in accordance with 105.13.B.9. The statement should include identification of the delayed activity, the type of delay, the cause of the delay, the effect of the delay on other activities and project milestones and identification of actions required to mitigate the delay.

### **2.2.5 Project Schedule Update Requirements**

DB Team shall update, on a monthly basis, the accepted Project Schedule to reflect the current status of the Project, and any accepted Compensation or Relief Events by GDOT. The Schedule Update shall be submitted monthly after acceptance of the Project Baseline Schedule and shall be developed in accordance with the applicable provisions of the DB Documents.

Each Project Schedule Update shall accurately reflect all activities completed as of the Data Date of the updated Project Schedule. All completed or started activities are to be at least one day prior to the Data Date of the schedule. DB Team shall submit the Project Schedule Update as an electronic version in .pdf and .xer formats. The DB Team shall also submit a PDF version of the Critical items graphical report for each Critical Path (zero float activities) sorted by activity early start date.

The Project Schedule Update shall include the following:

1. Electronic copy (Primavera P6 Version 7.x or greater) of the file used for the proposed Project Baseline Schedule revision
2. A schedule narrative meeting the requirements of Section 2.2.4
3. A critical path schedule plot
4. A full schedule plot
5. A five (5) week look ahead schedule for the activities to be completed between the schedule submittal and the following month's schedule update
6. A detailed variance report of the previous months five (5) week look ahead schedule.

7. A letter stating the dates which the DB Team could not work on activities identified on the critical path due to inclement weather. If there were no weather delays experienced during the previous month the letter should state as such.

No changes in activity durations, calendar assignments, logic ties, or constraints will be allowed in the Project Schedule Update without prior written acceptance of GDOT.

The monthly Project Schedule Update(s) shall reflect updated progress to the Data Date, forecast the finish dates for in-progress activities, and reforecast early dates and late dates for remaining activities, but shall otherwise contain no changes in activity durations, logic ties, or constraints without acceptance from GDOT. The Project Schedule Update(s) shall also incorporate and fully specify all appropriate information from the previously accepted Project Baseline Schedule. Interruptions to an activity, after that activity has begun, shall be added a separate activity. The activity that is interrupted shall be split into two activities; the initial activity shall be marked as completed and the new activity shall have a FS relationship with the added interruption activity.

GDOT will review the monthly Project Schedule Update(s) for consistency with DB Team's WBS, the current accepted Project Baseline Schedule and the previous months accepted update for conformance with the DB Documents. DB Team shall correct any deficiencies and resubmit the monthly Project Schedule Update(s). GDOT may withhold payment until the Schedule Update is accepted.

### **2.2.6 Project Baseline Schedule Revisions**

As it becomes necessary to modify the Project Baseline Schedule to reflect changes to the current accepted schedule, Work sequences, contractual changes (accepted Relief Events or Compensation Events), or to further subdivide the schedule. The DB Team shall request changes to the Project Baseline Schedule and submit such requested changes in writing to GDOT. GDOT shall have final acceptance authority for requested changes to the Project Baseline Schedule. No changes to the Project Baseline Schedule shall be made without the prior written acceptance of GDOT. Until GDOT approves a change, all Project Baseline Schedule submittals shall be tracked against the previously accepted Project Baseline Schedule. Accepted revisions will be incorporated into the Project Baseline Schedule at the next monthly schedule update.

Project Baseline Schedule revision submittals shall include:

- Electronic copy (Primavera P6 Version 7.x or greater) of the file used for the proposed Project Baseline Schedule revision
- Narrative describing in detail any proposed changes to the current version of the Project Baseline Schedule with justification for the changes, including, at the minimum, the following:
  - Changes to activity original durations,
  - Changes to activity relationships and/or schedule logic,

- Identification of activities that have been added, deleted, or modified,
- Changes to the Project Baseline Schedule critical path, and /or
- Changes or delay in any contractual completion date since the last Project Baseline Schedule submittal.

GDOT will review the Project Baseline Schedule Revision submittal(s) for consistency with DB Team’s current accepted Project Baseline Schedule and for conformance with the DB Documents. Once a Project Baseline Schedule Revision is accepted by GDOT, it shall become the Project Baseline Schedule of record and be used as the basis for subsequent Project Schedule Update(s).

### **2.2.7 Schedule Display Requirements**

Each schedule submitted to GDOT shall display the following items on each page:

- Activity ID
- Activity Description (or Activity Name)
- Original Duration
- Remaining Duration
- Early Start
- Early Finish
- Late Start
- Late Finish
- Actual Start
- Actual Finish
- Total Float
- Percent Complete
- Legend
  - Contract Number
  - District
  - DB Team Name
  - Project Location
  - Original Contract Completion Date
  - Revised Contract Completion Date (as Applicable)
  - Data Date

### **2.2.8 Time Extensions and Inclement Weather Delays**

If the DB Team believes work on the contract has been delayed for reasons beyond its control, a written request for extension of contract time may be submitted in accordance with Georgia Standard Specification 108.07.E.

The Weather Delays activity shall be a sum of the allotted number of days calculated from the tables below. Throughout the life of the Project if a weather delay is experienced on any particular day, that day should be marked as a nonworking day and



activity Weather Delays should be reduced by one (1) day of duration. The following tables indicate the number of working and non-working days per month.

	Roadway - Zone 1 (Northern Zone)		Roadway - Zone 2 (Central Zone)		Roadway - Zone 1 (Southern Zone)	
	Working Days	Nonworking Days	Working Days	Nonworking Days	Working Days	Nonworking Days
JAN	11	20	13	18	14	17
FEB	12	16	14	14	15	13
MAR	16	15	17	14	18	13
APR	16	14	17	13	17	13
MAY	18	13	18	13	20	11
JUN	18	12	19	11	19	11
JUL	18	13	20	11	18	13
AUG	19	12	19	12	21	10
SEP	17	13	17	13	17	13
OCT	17	14	19	12	19	12
NOV	13	17	14	16	16	14
DEC	12	19	15	16	16	15
Total:	187	178	202	163	210	155

	Bridge - Zone 1 (Northern Zone)		Bridge - Zone 2 (Central Zone)		Bridge - Zone 1 (Southern Zone)	
	Working Days	Nonworking Days	Working Days	Nonworking Days	Working Days	Nonworking Days
JAN	14	17	15	16	15	16
FEB	15	13	15	13	16	12
MAR	18	13	18	13	19	12
APR	18	12	18	12	18	12
MAY	19	12	19	12	19	12
JUN	19	11	18	12	18	12
JUL	19	12	18	13	17	14
AUG	20	11	19	12	19	12
SEP	18	12	18	12	17	13
OCT	19	12	20	11	19	12
NOV	15	15	15	15	16	14
DEC	15	16	16	15	17	14
<b>Total:</b>	<b>209</b>	<b>156</b>	<b>209</b>	<b>156</b>	<b>210</b>	<b>155</b>

Note: In the event of a leap year, one (1) day will be added to the Working Days.

If the Project is controlled by bridge related items then the bridge table should be used for calculations.

If a Project spans multiple zones the average will be used for the calculation.

See Attachment 2-1 for delineation between zones.

As stated in Section 2.2.5 the DB Team shall submit a letter each month indicating experienced delay in critical path activities. Submission of this letter does not indicate that the Department agrees to any or all of the days claimed. The Department reserves the right to respond to the letter at any time. Weather delays will not be considered for non-critical path activities.

The DB Team’s request for extension of time shall include its own analysis, using a method approved by the Engineer. Time extensions for weather delays will only be considered after the Project has reached substantial completion and the remaining activities to complete cannot be affected by weather.

## 2.3 Quality Management Requirements

### 2.3.1 Document Management

DB Team shall establish and maintain an electronic and hard copy document control system to store, catalog, and retrieve all Project related documents in a format that is accepted for use by GDOT. Unless otherwise directed by GDOT, record retention shall comply with the requirements included in the Retention Schedules for State Government Paper & Electronic Records, and the State Agency Specific Schedules for Department of Transportation, and shall be provided to GDOT at the time of the expiration or earlier termination of the DB Documents.

### **2.3.2 Quality Management Plan Submittal Requirements**

DB Team shall submit a comprehensive Quality Management Plan (QMP) to GDOT for acceptance that conforms to the quality assurance procedures with provisions contained in 23 Code of Federal Regulations (CFR) 637 Subpart B. The QMP shall be submitted to GDOT for review no later than thirty (30) days from NTP 1. All audits, findings and reports shall be provided to GDOT with all submittals.

### **2.3.3 Quality Management Plan Requirements**

DB Team shall develop, implement, and maintain the QMP for the Term. The QMP shall describe the system, policies, and procedures that ensure the Work meets the requirements of the DB Documents and provides documented evidence of same.

The complete QMP shall encompass all Work performed by DB Team and Contractors of all tiers.

The QMP shall contain detailed procedures for DB Team’s quality control and quality assurance activities. DB Team’s quality process shall incorporate planned and systematic verifications and audits undertaken by an independent party. DB Team shall conduct all quality control, quality assurance, and design overlay and coordination among design disciplines, all in accordance with the QMP and the requirements of the DB Documents.

When required by GDOT Specifications, inspections, reviews, and testing performed by the DB Team shall only be performed by entities prequalified by GDOT with training, qualifications, and certifications using equipment that is accurately calibrated and maintained in good operating condition at an AASHTO Materials Reference Laboratory (AMRL) (American Association of State Highway and Transportation Officials (AASHTO) R18, “*Establishing and Implementing a Quality System for Construction Materials Testing Laboratories*”) accredited facility, or at a facility with comparable certification (e.g., International Organization for Standardization (ISO) 17025, “General Requirements for the Competence of Testing and Calibration Laboratories”).

### **2.3.4 Quality Management Plan Structure**

The DB Team shall organize the QMP as follows:

- **Project QMP** - a quality policy statement shall be provided which contains a complete description of the quality policies and objectives that the DB Team will implement throughout its organization. The policy shall demonstrate the DB Team senior management's commitment to implement and continually improve the quality management system for the Work. The QMP will also include policies, plans, processes and procedures for:
  - Organizational requirements with contact information of the DB Team's Organization as defined
  - Roles and responsibilities of the Quality Team
  - Administrative processes and procedures common to both design and construction quality management
  - Quality records management processes and procedures
  - A comprehensive noncompliance process
  
- **Design QMP** - including but not be limited to plans, processes and procedures for:
  - Design development including checking, peer review, cross-discipline coordination for developing Project plans, Project specifications and estimates with supporting technical documentation
  - Managing design reviews and changes during design and construction
  - Design Decision Making
  - Design communication, coordination, and collaboration
  - Managing GDOT Reviews and Responses to submittals, Work Change Directives, and Change Requests
  - Document control
  - Design and engineering support during construction, responding to Request For Information (RFI's) applications and field changes
  - Independent auditing of design quality management
  - Design criteria adherence
  - Non-compliance management
  
- **Construction Quality Management Plan (CQMP)** - including but not limited to plans, processes and procedures for:
  - Construction inspection, testing, management and administration (and party or personnel responsible for each activity: GDOT vs. DB Team)
  - Tracking, Measuring and documenting construction progress
  - Construction decision making
  - Ensuring that only the most up to date Released for Construction documents are be used
  - Plan/Protocols for inspection, testing and maintaining quality certifications
  - Managing reviews and responses to Construction Documentation (RFIs, Field Changes, Design Changes, Construction Changes, Claims, etc., during construction)
  - Managing and tracking accepted construction changes
  - Managing and controlling construction schedule
  - Construction communication, coordination, and collaboration

- Environmental compliance
- Non-compliance management

QMP forms and checklists are to be used to facilitate and document QA efforts including pre-work activity checklists that depict all items required to perform the particular design, construction and operational efforts, such as; means and methods, subcontractor involvement, materials and inspection / testing requirements.

### **2.3.5 Nonconformance Report (NCR) System**

A Nonconformance Report (NCR) process shall be required to document, report and track Work that fails to conform to the requirements of the DB Documents. Examples of nonconformance's are: physical defects, test failures, incorrect or inadequate documentation or changes from the design processes, inspection or test procedures described in the Project QMP.

GDOT will implement a web-based management system that will have the capability for documenting and implementing the NCRs that includes the description of the NCR, corrective action, action to prevent, the defined roles, dispositions, tracking log, and Work flow states.

The Originator of the NCR indicates the description of the nonconforming Work and the applicable requirements, and assigns the NCR to the Responsible Organization for disposition.

The Responsible Organization gives a full description of the nature, date, location and any other pertinent facts, and also indicates the root cause, corrective actions, actions to prevent recurrence and provides a proposed disposition of the nonconforming Work that is the subject of the NCR, by the DB Team's Quality Manager (QM), the Engineer of Record (EOR), and GDOT. If the disposition is accepted by GDOT Authorized Representative, the Responsible Organization is notified of the final determination. Upon verification that the disposition has been performed, the NCR is closed. If the disposition is not accepted by GDOT, the NCR will remain opened until the disposition is accepted by GDOT.

#### **2.3.5.1 Role Definitions and Order of Review**

For purposes of Nonconformance Reporting, the following terms have the meaning and roles identified below:

- **Originator** – The entity which initiates and creates the NCR. The Originator can be the DB Team or GDOT. The Originator closes the NCR document once all requirements have been met. The NCR cannot be closed until the Responsible Organization's disposition is accepted by GDOT.
- **Responsible Organization** – The entity to whom the NCR is sent. The Responsible Organization is the entity directly responsible for the nonconforming

Work on which the NCR was written and who is responsible for correcting the nonconforming Work and provides proposed disposition to resolve the NCR.

- **DB Team’s Quality Manager (QM)** – The individual that is responsible for assuring quality of the Work. After the QM has reviewed the Responsible Organization’s disposition, he forwards the NCR to the EOR, and the GDOT Authorized Representative.
- **Engineer of Record (EOR)** – The individual that is responsible for the design of the Work. The EOR must review, reject or approve all NCRs and supporting documents, subject to the GDOT Authorized Representative’s determination of the accepted Design Documents. Any changes from the requirements of the DB Documents must be presented for acceptance as a Change Request. If the subject of the NCR is not related to a subject that would typically require a design professional’s input, the EOR must note that the NCR is “not applicable”.
- **GDOT** – GDOT must review and make a recommendation to reject or accept all dispositions and supporting documents.
- **GDOT Authorized Representative** – The individual authorized that is responsible for monitoring the NCR process.

#### **2.3.5.2 Disposition Options**

After the Originator of a NCR has activated an NCR, the Responsible Party provides a proposed disposition. Options available for the disposition are defined in the NCR as follows:

- **Reject** – The Work is unsuitable for its intended use, and incapable of being reworked or repaired to meet the specified requirements of the DB Documents.
- **Rework** – The deficiency can be brought into conformance with the DB Documents through re-machining, reassembling, reprocessing, reinstallation, or completion of the required operations.
  - Inspection is required after the rework is completed to verify the rework is satisfactory to the Originating Party.
- **Repair** – Action is required that will result in making the Work acceptable for its intended use, as determined by an engineering evaluation although the item might not meet all of the requirements of the DB Documents.
  - Inspection is required after the repair is completed to verify the repair is satisfactory to the Originating Party.
- **Accept-As-Is** – Allows the use of the Work completed that does not meet all requirements of the Design Document requirements, but it is determined by engineering evaluation that the Work will satisfy its intended use.

#### **2.3.5.3 Corrective Action**

In addition to the resolution of nonconformance on an individual basis the corrective action process will urgently recognize, report and resolve systemic and serious deficiencies, including:

- Repetitive NCRs that indicate inadequacies in either production process or inspections
- Issues of safety or conditions likely to have a significant effect on the Project
- Quality procedures not being carried out in a timely fashion

The Corrective Action mechanism will address the possibility that the personnel responsible for the relevant activity might be a primary cause of the deficiencies. Remedial action might involve additional training and in some cases removal of personnel from the activity and/or the Project.

**2.3.5.4 Workflow States**

The following workflow states are applicable to the NCR:

<b>State</b>	<b>Description</b>
<b>Draft</b>	Indicates that the NCR is being written.
<b>Active</b>	Indicates that the NCR has been submitted to the Responsible Organization to provide causes, corrective actions, actions to prevent recurrence and a disposition for the nonconforming Work.
<b>Pending Review/Correction</b>	Indicates that the Responsible Organization has responded with a disposition and the disposition is under review. The document is routed to appropriate parties for concurrence/acceptance of the disposition.
<b>Pending Closure</b>	Indicates that the nonconforming has been corrected and Responsible Organization is waiting for inspection/verification and closure.
<b>Closed</b>	Indicates that the nonconforming has been resolved satisfactorily and the NCR is closed.

**2.3.6 Quality Management Updates**

The DB Team shall regularly maintain the QMP to contain current versions of the following information:

- The organizational chart that identifies all quality management personnel, their roles, authorities and line reporting relationships.
- Description of the roles and responsibilities of all quality management personnel and those who have the authority to stop Work
- Identification of testing agencies, including information on each agency’s capability to provide the specific services required for the Work, certifications held, equipment and location of laboratories.

**2.3.7 Responsibility and Authority of DB Team Staff**

Personnel assigned to perform inspection, testing, or monitoring of characteristics for quality control shall not be those personnel performing or directly supervising the Work being accepted. The DB Team's QM and quality control staff shall have no responsibilities in the production of the Work.

The QM shall prepare a monthly report of the quality inspections and tests performed, results of such inspections and tests, and occurrences and resolution of non-conformance discoveries. The DB Team shall submit the monthly reports to GDOT for review.

The DB Team's QM, quality assurance manager, and quality control manager(s) shall have the authority to stop Work for quality-related issues.

### **2.3.8 Design Quality Management Plan**

It shall be the DB Team's sole responsibility to provide Project plans, drawings, and specifications of such a nature to deliver the finished construction Work in accordance with all DB Documents requirements. GDOT comments pertaining to design documents shall not relieve the DB Team of that responsibility. The DB Team shall not begin Construction Work until all GDOT comments on the design submittal are resolved to the satisfaction of GDOT and the plan is accepted.

The DB Team shall assign a Design Manager that shall be responsible for the supervision and quality of all Design Work and design processes, including but not limited to each of the following:

- Accuracy
- Adequacy
- Conformance to professional standards of practice
- Compliance with all legal requirements and standards mandated by the DB Documents
- Quality

The DB Team shall provide independent design checks by independent design review. Independent design reviews are to be performed and documented per the process defined in the DB Team Design QMP and completed prior to any submittal to GDOT.

Elements of the Design QMP process are:

- **Design Workshop** - Within fifteen (15) days of NTP 1, the DB Team shall arrange a design workshop which will be attended by the Designer's personnel, GDOT, and any invited participants of the Project. The purpose will be to familiarize involved personnel with the design concepts, issues, status, and review procedures. The DB Team and GDOT will jointly develop the agenda of the workshop and how it will be organized (i.e., by GDOT department and engineering discipline). Consensus will be determined during the Design



Workshop on the use of Interim Design reviews for facility elements that pose complex or entail additional conflict resolution effort, if applicable. The workshop will also discuss the extent of GDOT reviews. The intent of the workshop is to make the subsequent Design Reviews more effective and efficient for all parties.

- **ITS and Toll System Design Workshop(s) (For Toll Projects Only)** - After roadway geometry is established, but before beginning design efforts for the prototype toll-related ITS, ITS and tolling design plans, the DB Team shall arrange an ITS and Toll System Design Workshop which shall be attended by the DB Team's Design EOR for each of the key disciplines (including but not limited to ITS, Electrical, Structural, Mechanical) for the Tolling Plans / tolling components, GDOT, State Road and Tollway Authority (SRTA), and any invited participants of the Project. If the DB Team's Design EOR for each of the key disciplines (including but not limited to ITS, Electrical, Structural, Mechanical) for the Tolling Plans / tolling components is not the same, in other words multiple design teams are being utilized concurrently by the DB Team, then all are required to attend for the purpose of consistency in design.

The purpose of this workshop will be to commence coordination with SRTA on design elements related to the tolling components. The DB Team and SRTA will jointly develop the agenda of the workshop and location. The required prototype submittals locations will be selected based upon coordination at this workshop. Consensus will be determined during the Design Workshop on when best to schedule the second Toll Design workshop for tolling elements that pose complex site specific constraints or entail additional conflict resolution effort. Additional workshops may be scheduled at the consensus of the DB Team, GDOT, and SRTA as needed.

- **Design Review Quality Plan** - The Design Review Quality Plan shall be part of the QMP and be submitted for GDOT review and acceptance within thirty (30) Days from NTP 1. No design submittals shall be provided until the Design Review Quality Plan is accepted by GDOT. The Design Review Quality Plan shall include both the quality responsibilities of the Design Manager and the independent responsibilities of the QM. The Design Review Quality Plan shall be specific to each stage of design development. The DB Team shall make a single independent comprehensive design check and design review for every submittal. The DB Team shall provide plans in accordance with the Plan Development Process (PDP), Electronic Data Guidelines (EDG) and the Plan Presentation Guide (PPG) and Manuals for GDOT reviews. Any change of software versions from the Technical Provisions used in producing the plans will be allow under the condition that the DB Team provides any software, access to software licenses, and training for use of the proposed software. The Design Review Quality Plan stages of design development per the accepted Construction Phasing Plan (see Section 23) are:
  - Preliminary Plans for the entire Project (See Section 23).
  - Final Plans for the Construction Phase Submittals (see Section 23).

- Final Plans (Complete Set) for the accepted Construction Phase.
- As built.

The DB Team may choose to submit certain drawings for facilitating better communication with GDOT. Interim Design reviews are intended to resolve conflicts and unresolved comments after the Preliminary Plans have been accepted but prior to Final Plan submittals.

- **Independent Design Checks** - The DB Team shall ensure that independent design checks are carried out by an Independent Design Reviewer not involved in the production of the design being reviewed. Those performing the checks should have equal or greater qualifications and experience as the EOR for the design being checked. The DB Team shall provide to GDOT a plan / process and written procedures for this Independent Design Check. Independent design review shall be provided for each and every design submittal prior to being submitted to GDOT. The DB Team, when requested by GDOT, shall promptly provide access to all comments and comment responses between the DB Teams EOR and the Independent Design Reviewer for each submittal review.

Independent design checks are comprised of design assessment and analytical checks as follows:

- Design Assessment – is a review of general compliance with the requirements of the DB Documents, taking into consideration the following areas:
  - Project design criteria;
  - Applicable codes and standards;
  - Methods of analysis;
  - Computer software and its validation;
  - Interface requirements;
  - Materials and material properties;
  - Durability requirements;
  - Constructability;
  - Context Sensitivity; and
  - Environmental Compliance.
  - Any required Design Exceptions and/or Variances.

All Design Exceptions and Design Variances as required from specified standards shall be provided by the DB Team, stating why exceptions or variances are being proposed with supporting documentation and shall be submitted prior to GDOT and FHWA as appropriate for review and acceptance. All Design Exceptions and Design Variances shall be submitted and accepted prior to the Preliminary Plan submittal.

- Analytical Check – using separate calculations (and without reference to Designer’s calculations) to establish the structural adequacy and integrity of critical structural members. This includes, but not limited to the following:

- Structural geometry and modeling;
  - Material properties;
  - Member properties;
  - Loading intensities;
  - Foundation loads; and
  - Structural boundary conditions
- **Changes Subsequent to Review** - If design is amended subsequent to the design review and acceptance by GDOT, the DB Team shall re-check and re-certify the design as an additional design review. Substantive changes to plans and specifications initiated by the DB Team and already checked by the Design Manager and certified by the QM shall be subjected to the Design Review process as an entirely new design.
  - **Design Reviews** - Design review meetings and participation – Design reviews and meetings shall be conducted by the DB Team’s Design Manager. The QM, the Design Manager, EOR, DB Team’s Independent Design Reviewer, and any Design Professionals having significant input into the design or review shall be present. The DB Team shall notify and invite GDOT to participate in all design reviews. At a minimum, the Design Manager shall organize and facilitate design review kick off workshop with GDOT no later than thirty (30) days of NTP 1 to discuss design submittals. Thereafter, design review meetings shall be scheduled monthly until all submittals have been accepted or to the frequency determined by GDOT to ensure process and success is obtained for all design reviews. GDOT may also invite additional stakeholders to attend. GDOT’s participation in design reviews shall not relieve the DB Team of its responsibility for the satisfactory completion of the Work in accordance with all requirements of the DB Documents.

The DB Team’s Design Manager shall provide the agenda of the meeting in advance of the meetings and provide a detailed summary status of all submittals provided to GDOT for their review. The detailed summary status list at a minimum shall provide date submitted, to whom, contractual required review period, total days in submission, date accepted, and comments.

The DB Team shall provide or make available to review meeting participants all design documents (e.g., drawings, reports, specifications, basis of design memorandums and other technical memorandums as necessary to support design decisions) pertinent to the design review, including all prior comments and actions resulting there from. The DB Team shall prepare and distribute minutes from the review meetings. Design Reviews shall be conducted for the following:

- Preliminary Plans submittal shall be the first design review meeting requiring participation of GDOT and is intended to verify that the concepts proposed by the DB Team comply with the requirements of the DB Documents. The QM shall verify in writing the compliance and

- completeness of the design submittal prior to presenting the Preliminary Plans to GDOT for review. The following issues shall be discussed:
- All requirements of the DB Documents applicable to the proposed concept documents, including all applicable standards and legal requirements and environmental permit conditions, have been identified, and the proposed designs are in compliance.
  - The proposed concepts are substantiated and justified by adequate site investigation and analysis.
  - Right of way requirements have been identified and any changes to the proposed Right of Way (ROW) have been addressed for GDOT to maintain and operate the Project after Final Acceptance.
  - The proposed concepts are constructible.
  - Required materials and equipment are available.
  - The proposed concepts meet all quality requirements, and all required QMP procedures have been followed including for site maps and concept drawings and draft specifications for any materials or methods that are not industry standard.
  - That proposed concepts comply with permits and environmental compliance plan requirements.
  - All Design Exceptions and Variances accepted.
- Optional limited Interim Design reviews are intended to resolve conflicts and unresolved comments after the Preliminary Plans have been accepted but prior to Final Plans. The DB Team should use Interim Design Reviews to remedy conflicts, account for exceptions, and incorporate betterments. The DB Team shall notify GDOT if Interim Design reviews are necessary and shall schedule the necessary design reviews. Workshops, meetings and “over-the-shoulder” reviews are means to facilitate Interim Design reviews by GDOT.
  - The DB Team may also use Interim Design reviews to verify that the concepts and parameters established and represented by Preliminary Plans are being followed, and that all requirements of the DB Documents continue to be met. The DB Team shall specifically highlight, check, and bring to the attention of GDOT any information differing from or supplemented to that presented at the Preliminary Plan review.
  - Final Plan reviews shall verify that the concepts and parameters established and represented by Preliminary Plans and any Interim Designs are being followed and that all Agreement requirements continue to be met. The DB Team shall specifically highlight, check, and bring to the attention of GDOT any information differing from or supplemental to that presented previously. Prior to scheduling the Final Plan review with GDOT, the QM’s independent review shall have been completed.
  - The DB Team shall be responsible for demonstrating that any proposed specifications meet or exceed the minimum DB Documents and permit requirements. GDOT shall have final determination at its sole discretion that these requirements are being met and that the specifications are suitable and appropriate to control the Work.

- Temporary work design reviews, except where public safety might be affected, are the responsibility of the DB Team to assure conformance with the Final Plans and specifications and in accordance with the DB Documents. The DB Team shall verify pertinent dimensions in the field prior to conducting a temporary works plan review. The DB Team shall check, review, and certify temporary works designs prior to their use in fabrication and/or construction.
- The review of as-built record documents shall be performed initially by the DB Team to assure “red-lines” and authorized changes to the Final Plans are properly notated on the record plans and specifications, and that quality documents and facility records indicating variances or changes have been reflected on the plans and specifications. Once the DB Team has completed their review the as-built records are to be submitted to GDOT for review and acceptance.
- Design quality records shall be maintained by the DB Team in an auditable format according to the QMP procedures. GDOT has the right to audit the quality records for compliance with the QMP and the DB Documents. Upon completion of the Project, the Quality Records shall be turned over to GDOT.

### **2.3.9 Record Drawings and Documentation**

Within 30 days of Substantial Completion and prior to Maintenance Acceptance, the DB Team shall submit to GDOT a complete set of Record or As-Built drawings for all the Construction Phases of the Project. The Record Drawings and documentation shall be an organized, complete record of Plans and supporting calculations and details that accurately represent what the DB Team constructed. The DB Team shall ensure that the Record Drawings reflect the actual condition of the constructed Work.

Record Drawings shall be submitted in hard copy and electronic format for the portion of the Project actually opened to traffic. Refer to Section 23 of Volume 2 for submittal requirements. The DB Team shall include a signed statement ensuring that the Record Drawings reflect the actual condition of the constructed Work.

## **2.4 Requirements for GDOT Office and Equipment**

Refer to Volume 2

## **2.5 Web-Based Project Management Program**

GDOT will implement a project web-based management website throughout the term of the Project for file storage, communication, and correspondence. This web-based management website is e-Builder.net. The DB Team is required to access and use the web-based project management system provided by GDOT.

This system provides all project team members:

- Simplification of communications
- Automated tracking of time-sensitive information
- Automated reporting
- Common document storage and management audit trail of information
- Secure, real-time 24/7 access and exchange of information

All project team members shall be required to use this system for all official project communications and interactions, including:

- Correspondence
- QMP and submittals
- Issues
- Meetings
- Design Management
- RFIs (Requests for Information)
- Submittals
- Schedule submittals
- NCR's
- Punch Lists
- Reporting
- Document Management (see table below for the required File Naming Convention)
- Construction Drawing Management (including management markups, versions and revisions)
- Project Archiving and Closeout
- As-Built Drawing Management
- Conformance to Web-Based System

**All project team members shall use the web-based project management system on a daily basis to perform their project responsibilities in a timely manner.**

Additional requirements/guidelines of the system:

- The web-based system shall be used to track and manage the Project and will be an official record of all project communication. Organizations shall post key project-related information to the system. GDOT shall provide a system that will at a minimum provide a shared interface for: meeting minutes, Requests for Information (RFIs), general correspondence / transmittals, Punch List, NCRs (NCRs), inspection logs and reports, management audit logs and reports, and Submittals including schedule updates and schedule revisions.
- No later than thirty (30) calendar days after NTP 1, all project team organizations involved shall designate a web-based project management system coordinator (an internal point of contact) and provide coordinator's name, phone and e-mail to GDOT and DB Team.

- All users of this web-based project management system must complete training prior to having access to the system. GDOT will provide this training.
- All project team members will be solely responsible for establishing and furnishing high-speed internet connectivity (T1, cable modem, or DSL connectivity is recommended) to access the web-based project management system.
- Submittals must be made, tracked, and reviewed via the system. In the case where physical samples are required, the submittal will still be reviewed and tracked via the system. The sample itself will be transmitted to the reviewer via traditional means.
- The DB Team and GDOT shall utilize the filing naming convention as provided in the table below.

All Submittals shall be provided to the web-based project management system. Project documents shall comply with the naming convention requirements of GDOT’s Electronic Data Guidelines (EDG). When not specified in the EDG, project documents transmitted via the system must comply with the following electronic formats:

- Documents generated in Computer Aided Design (CAD) applications (MicroStation V8 or InRoads) shall be submitted in Portable Document Format (PDF) generated by a PDF writer from the CAD application, including selectable layers when possible.
- Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to Tagged Image Format version 5 or 6 [TIFF 5 or 6 (.TIF)], Bitonal [or Black and White (a.k.a. Line Art), on some scanners] (.tif) or PDF (.pdf), black and white with a resolution of 200 dpi using CCITT Group 4 (2d Fax) compression.
- Documents that have been generated using PDF printer drivers (not scanned) shall be submitted via the system.
- Electronic photographs shall be submitted in Joint Photographic Experts Group (JPEG) (.jpg) file format, sized at a minimum resolution of 1024x768 pixels.
- Grayscale or color photo images that are scanned shall be saved in JPEG (.jpg) file format with medium to low quality compression at a resolution of 200 dpi.
- Product data that is available for download from the manufacturer’s website that has been generated using PDF printer drivers (not scanned) may also be submitted via the System.

## File Naming Convention

The following file naming convention shall be used on all correspondence created or issued by the project and for filing any document.

**PI\_Date\_File Type ID\_File Name**

All FINAL versions of documents to be saved in the “Final Deliverables” folder as follows:

**PI\_Date\_File Type ID\_File Name (Final)**

Date will be represented in YYYY-MM-DD format; using two digits for the month and the date and four digits for the year. For example, July 4, 1776 will be represented as 1776-07-04.

You may use “versions” or “drafts” included in the file name portion of the naming convention for the non-final document.

**File Type Identification Table**

<i>File Type ID</i>	<i>File Type</i>	<i>File Type</i>
AB	As-Builts	
AC	Accidents	
AD	Advertisement	Advertisements to the public, such as advertisement for intent to post RFQ (NOI), advertisements for public meetings (PIOH & PHOH), etc.
AP	Acceptances	
AUD	Document Audit	
BND	Bond Related	All bond related items.
CAL	Calculations	
CI	Contractor Invoices	
CL	Claims	
CM	Construction Management Related	
CO	Change Order Documents	
COM	Comments	
COR	Correspondence	Not to be used for letters (see LTR) and memorandums (see MEM).
CR	Construction Reports	Construction reports of any frequency; the name of the file will clarify frequency of reporting/
CST	Cost Estimate	
CT	Contract Document, RFP, RFQ	
DBE	Disadvantaged Business Enterprise	
DW	Drawing	Examples: PDF of CAD drawings.
EEO	Equal Employment Opportunity	



<i>File Type ID</i>	<i>File Type</i>	<i>File Type</i>
EM	E-Mail	Emails are NOT considered deliverables, this is for record keeping purposes.
ENV	Environmental	All NEPA/GEPA related files and documents, including special studies.
FAX	Facsimile	
FP	Financial Plan	
INS	Insurance Related	All insurance related items.
IGA	Intergovernmental Agreements	
ISS	Issues	Design related issues and request for information.
LCR	Lane Closure Requests	
LD	Liquidated Damages	
LOG	Log	
LTR	Letter	
MA	Meeting Agenda	
MAT	Materials Related	
MDR	Materials Deficiency Reports	
MEM	Memorandum	To be used for correspondence with "memorandum" in the subject line.
MM	Meeting Minutes	
MOT	Maintenance of Traffic	
MP	Project Master Plans, Planning Documents	
MSC	Miscellaneous	
MSI	Meeting Minutes Sign-In Sheet	
MUN	Municipal	
NCR	Nonconformance Report	
NOI	Notice of Intent	Environmental related NOIs.
NTF	Note to File	
NTP	Notice to Proceed	
OM	Operation & Maintenance	
PCR	Project Change Request Document	
PDI	Product Data and Information	Examples: bottomless culvert product catalog, guardrail beam information, etc.

<i>File Type ID</i>	<i>File Type</i>	<i>File Type</i>
PER	Permit Related	
PIX	Photos	
PL	Punch List	
PM	Project Management	All project management related documents and files.
PP	Program Procedure	
PPM	Policies and Procedures Manual	
PS	Plan Specification(s)	
PST	Presentation	PowerPoint and other types of presentations; not to be used for animations (see VID)
PT	Permit	
PUB	Public Involvement	To be used for all outreach related documents and files, including stakeholder, industry, agency and legislator outreach
QA	Quality Assurance	
QC	Quality Control	
REG	Regulatory Agencies	To be used for documents and guidelines published by regulatory agencies; NOT to be used for permit related files and documents (see PT).
RES	Research	
REV	Plan Revisions	
RFI	Request for Information	Construction related issues and request for information.
RFP	Request for Proposal	
RFQ	Request for Qualifications	
ROW	Right of Way	
RP	Report (All Technical Reports)	All technical analyses, studies, whitepapers, etc.; EXCEPT environmental related documents and files (see ENV).
SCH	Schedule	
SDW	Shop Drawing	
SP	Specification/Special Provision	
SR	Status reports, progress reports	The name of the file needs to clarify type and frequency of reports.

<i>File Type ID</i>	<i>File Type</i>	<i>File Type</i>
SRV	Submittal Review	NOT to be used for plan revisions (see REV).
STD	Project Standards	
SUB	Subcontractors	
SUR	Survey	Land survey information and documents, not question surveys
TE	Time Extension	
TRF	Traffic Related	
TX	Transmittal	
UTL	Utility	
VID	Video	Animations; daily videos of construction sites
WAR	Warranty Related	All warranty related items

### **3 RESERVED**

## 4 ENVIRONMENTAL

### 4.1 General Requirements

The DB Team shall comply with all environmental laws, regulations, and policies set forth by the federal, state, and local agencies with jurisdiction over the construction activities associated with the Design-Build Project as described in the approved environmental document and permits. The DB Team shall follow all pertinent policies and procedures as described in the 23 Code of Federal Regulations (CFR) 771, O.C.G.A. 12-16-1, and GDOT - Environmental Procedures Manual. The DB Team shall be responsible for coordination with GDOT, and if required FHWA to ensure that commitments made during the environmental review are being met. Any changes to the Project as described in the approved NEPA document shall require the DB Team to reassess impacts. This may require resubmittal of environmental studies for approval by applicable agencies. The DB Team cannot complete the National Environmental Policy Act (NEPA) document or reevaluation. GDOT shall be responsible for completing and resubmitting NEPA documentation.

The DB Team shall execute the Environmental Commitments required by the approved NEPA document, DB Documents, Governmental Entities, Governmental Approvals, and all applicable federal and state laws and regulations

The DB Team's obligation regarding Governmental Approvals and laws, including environmental laws and regulations, and the DB Team's obligation for environmental compliance is set forth in Volume 2, Section 4.1. Limits of the Project and Proposed Right of Way will be described in the approved environmental document.

The DB Team shall cause Work to comply with Approved environmental document, permit, and compliance requirements for any additional actions throughout the Term of the DB Documents. The DB Team shall monitor and document Work activities so that documents providing evidence for compliance are available to FHWA (as applicable) and GDOT for inspection at any time. Evidence of compliance activities may include photo documentation and other appropriate methods to demonstrate compliance. The DB Team shall execute the environmental mitigation plan, which lists responsible parties for environmental commitments detailed in the approved environmental documents including the "Green Sheet" as agreed on by FHWA and/or GDOT.

The DB Team will commit to explore the use of environmentally sustainable practices and/or materials in the development of the Project.

If the NEPA document has not yet been approved, the alternative is not "selected"; therefore, the "No-Build" option is still a viable alternative for the Project.

If the "No-Build" alternative is selected, the Project will be terminated according to Article 19 of the Design-Build Agreement.

## 4.2 Environmental Approvals

### 4.2.1 Responsibilities Regarding Environmental Studies

Environmental documents shall be prepared and approved prior to the contract award. Such approvals may require re-evaluation, amendment, or supplement as the Work progresses or in order to accommodate actions not identified in the approved environmental document or covered specifically by existing resource agency coordination and permits. On behalf of GDOT, the DB Team shall be responsible to validate, provide design information to support additional environmental studies (cultural resources, ecology, aquatics, noise, and/or air) conducted by GDOT or on behalf of GDOT by others, as appropriate and requested by GDOT, and comply with the Environmental Commitments identified in the approved environmental document. The DB Team shall follow GDOT policies and procedures when conducting these activities for the Project.

Changes proposed by the DB Team to the Schematic Plan of Project, incorporation of Additional Properties or changes to the dimensions of the right of way of the Project, or changes to the Environmental Commitments previously accepted by GDOT may require new environmental studies subject to approval by environmental resource agencies. In order for GDOT and FHWA (as applicable) to determine if the project can advance, current design plans must be provided by the DB Team to support environmental impact analysis. The DB Team shall facilitate a meeting with GDOT within 45 days of NTP 1 to discuss potential deviations from the approved environmental document. The following terms define GDOT and/or FHWA required documentation needed to assess impacts to the approved environmental document:

- **No Change Reevaluation:** No design or regulatory changes have occurred since the last approved environmental document.
- **Change Reevaluation (design modifications):** There have been design modifications to the most current plan set since the last approved environmental document; the project corridor in the area of the changes (or as applicable) must be considered for additional or reduced impacts. There may be a need for additional agency coordination as result of the design changes.
- **Change Reevaluation (regulatory/policy changes):** Changes in law or regulatory practice may require additional survey or technical analysis, environmental condition changes over time, and associated agency coordination. The additional analysis may be required regardless of design changes, construction staging, etc. (There may be no action taken by the design team that would trigger the additional technical analysis).

The DB Team cannot complete the NEPA document or reevaluation because of conflicts of interest due to financial interests in the outcome of the NEPA Approval (23

CFR Ch 1, Section 636.109(b)(6)). GDOT shall be responsible for preparing the NEPA document.

The DB Team will be responsible for ensuring compliance with the conditions and schedules set forth in amendments to any approved environmental document due to changes to the Schematic Plan of the Project.

The DB Team shall assume all schedule risk for all required environmental studies and re-evaluations not identified in the NEPA/GEPA Approval due to Project changes proposed by the DB Team and shall be responsible to provide design information to support any additional studies, and comply with all such GDOT policies and procedures and Governmental Entities having jurisdiction over the Project. GDOT shall be responsible for all coordination of environmental studies with appropriate Governmental Entities. The DB Team is responsible to provide GDOT with the necessary information as requested for coordination with Governmental Entities.

The approval time frames for NEPA/GEPA documentation and environmental studies are listed in Table 4-1 and 4-2. The Tables below do not include any required public comment period and responding to the public comments. GDOT shall be responsible for the NEPA/GEPA Reevaluation and studies as provided in Table 4-1 and 4-2. GDOT will coordinate and provide approved documentation to the appropriate Governmental Entities. The review and issuance time periods listed in Table 4-1 and 4-2 do not include the time frame for GDOT approval prior to submission to the appropriate Governmental Entity. GDOT reserves the right to request to revisions as needed to meet Governmental Entity approval.

**Table 4-1 GDOT Led NEPA Approval**

<b>NEPA Document*</b>	<b>Governmental Entity Approval Time Frame</b>	<b>Reviewing Governmental Entity</b>
NEPA Approval Reevaluation	30 days	FHWA
Ecology Report Addendum	45 days	FHWA (if project has formal Section 7)
Assessment of Effects Addendum	21 days	State Historic Preservation Office (SHPO)
Noise Report Addendum	45 days	GDOT

Air Quality Report Addendum	45 days	FHWA
Traffic Report Addendum	45 days	GDOT or FHWA (per PoDI Agreement)

\* Pursuant to Moving Ahead with Progress in the 21st Century (MAP-21), the FHWA intends to publish a notice in the Federal Register following NEPA Approval and the Section 404 permit, as applicable. If such a notice is published, claims seeking judicial review of this federal action will be barred unless such claims are filed within one hundred and fifty (150) days after the publication date of the Federal Register notice for each federal action (e.g. NEPA Approval and/or Section 404 permit). At minimum, the period of time may only be limited by the Administrative Procedures Act of 1946 (APA) (5 United States Code [USC] Section § 701-06).

**4.2.2 GDOT Review and Approval of Environmental Permits**

The DB Team shall be responsible for preparing required permits and permit modifications as stated in Table 4-2. The DB Team is responsible to obtain all other permits not included in Table 4-2 to meet the requirements of the DB Documents. GDOT will be responsible for reviewing the permits and permit modifications and submitting to the appropriate Governmental Entities, unless the applicant is listed as the DB Team. Documentation not meeting current submission standards or requirements of Governmental Entities will be returned to GDOT, and shall be revised by the independent consultant at DB Team’s cost. GDOT reserves the right to review, comment on, require revisions to, and reject for resubmission documentation submitted to GDOT by the consultant or the DB Team for environmental compliance or approval. The agency review time frame for permits is specified in Table 4-2. The review and issuance time periods listed in Table 4-2 for GDOT-Led Approvals do not apply to any revisions of the new permit applications proposed by the DB Team’s “Schematic Plan of Project”.

**Table 4-2 GDOT-Led Environmental Permit Approval**

<b>Permit Required</b>	<b>Agency Review and Issuance Time Period (Calendar Days)**</b>	<b>Listed Applicant</b>	<b>Preparer of Application</b>
United States Army Corps of Engineers (USACE) Section 404 General Permit	120	GDOT	DB Team
Subsurface testing of all Underground Storage Tanks and	150	GDOT	DB Team



Permit Required	Agency Review and Issuance Time Period (Calendar Days)**	Listed Applicant	Preparer of Application
Hazardous Materials			
National Pollutant Discharge Elimination System (NPDES) Construction General Permit (GAR1000002), Notice of Intent	90	DB Team	DB Team
NPDES Construction General Permit (GAR1000003), Notice of Intent	90	DB Team	DB Team
NPDES Construction General Permit (GAR 150000), Notice of Termination	90	DB Team	DB Team
Georgia Stream Buffer Variance	150	GDOT	DB Team
USACE Section 404 Individual Permit	365	GDOT	GDOT prior to NTP 1 (contingent approval)
USACE Section 404 Individual Permit	60 ***	GDOT	DB Team after NTP 1 (final approval)

\*\* The review and issuance time periods shall commence once a completed permit package that complies with the requirements of the DB Documents is accepted by GDOT and submitted to the issuing agency and end once the permit is issued by the appropriate Governmental Entity. Therefore, the DB Team shall schedule several review periods to ensure proper planning to accomplish the entire process for each required permit. The GDOT 1<sup>st</sup> review period is thirty (30) Days. The GDOT 2<sup>nd</sup> Review period is fifteen (15) days. Should the Submittal not be complete or rejected as provided in Section 23, each subsequent review period shall be thirty (30) Days, and is excluded from the timeframe in Table 4-2 above.

\*\*\* The approval time frame does not include modifications related to design involving Section 404 resources or impacts to the Section 404 resources. The approval time frame is for no changes to the contingent approval of the Individual Permit application.

The above permits and review times do not contemplate offsite plant or other offsite activity that DB Team may propose for use in construction or other non-permanent construction.

### 4.3 Required Submittals

The DB Team will be required to provide Submittals in accordance with the DB Documents.

## 5 RESERVED

## 6 UTILITY ADJUSTMENTS

### 6.1 General Requirements

By Georgia Statutes, utilities, whether public or privately owned, aerial or underground, are permitted by the Department and local governments to be accommodated within the public right of way. To this end, the DB Team will make every effort to avoid utilities. Design/construction techniques that minimize or avoid utility conflicts may involve increased upfront costs; however, those costs may be offset by savings during construction, in addition to the total cost savings for the Project (the Department or local government) and the respective utility owners.

Additional guidance for accommodating utilities within the right of way are given in the AASHTO publications: A Guide for Accommodating Utilities within Highway Right of Way, A Policy on Geometric Design of Highways and Streets; the TRB publication: Policies for Accommodation of Utilities on Highway Rights-of-Way; and in GDOT's Utility Accommodation Policy and Standards, current edition.

The Utility Plans are used as the primary tool to identify and resolve utility related conflicts/issues prior to beginning the construction of a Project. Also, when these plans are properly prepared, as indicated in this Section 6, they will support the vital coordination required between the DB Team and the Utility Owner during construction.

Utility plan sheets are comprised of completed roadway plan sheets, but shall contain more detailed information featuring existing and proposed utility facilities. Specific requirements for Utility Plans are detailed in this section 6.

The DB Team shall cause all Utility Adjustments necessary to accommodate the project. GDOT will assist the DB Team in the Utility Adjustment process to the extent as described in the Design-Build Agreement and the UAM (Utility Accommodation Manual). Some utility adjustments may be performed by the Utility Owner with its own forces and/or contractors and consultants; all others will be performed by the DB Team with its own forces and/or contractors and consultants (subject to the approval rights required by the utility owner for those working on their own facilities). The allocation of responsibility for the Utility Adjustment work between GDOT and the Utility Owner will be specified in the Utility Agreement.

#### 6.1.1 When Utility Adjustment is Required

Utility Adjustment may be necessary to accommodate the Facility for either or both of the following reasons: (i) a physical conflict between the Facility and the Utility, and/or (ii) an incompatibility between the Facility and the Utility based on the requirements in Section 6.2.1 (Standards), even though there may be no physical conflict. The physical limits of all Utility Adjustments shall extend as necessary to functionally replace the existing Utility, whether inside or outside of the Existing ROW and Proposed ROW. Section 6.2.4.2 (Acquisition of Replacement Utility Property Interests) contains provisions that address the acquisition of easements for Utilities to be installed outside of the Existing ROW and Proposed ROW.

## 6.1.2 Certain Components of the Utility Adjustment Work

### 6.1.2.1 Coordination

The DB Team shall communicate, cooperate, and coordinate with GDOT, the Utility Owners, property owners, local agencies (Government Entities), locally impacted businesses, and potentially affected third parties, as necessary for performance of the Utility Adjustment Work. The DB Team shall provide advance notification to all impacted local agencies, business and property owners for and planned disruption of service. The DB Team shall coordinate with GDOT for any public outreach for planned utility disruptions as required. The DB Team shall be responsible for assisting in the preparation of all Utility Agreements. Utility Agreement Templates can be acquired from the State Pre-Construction Utility Engineer.

The DB Team shall have the responsibility of coordinating the Project design and construction with all utilities that may be affected. Coordinating responsibilities shall include but not be limited to the following:

- The DB Team shall initiate early coordination with all Utility Owners located within the Project limits. All Utility Coordination shall be performed to GDOT standards by a prequalified firm in Area Class 3.10 - Utility Coordination. Refer to the following website for a list of current prequalified firms:

<http://www.dot.ga.gov/doingbusiness/consultants/Pages/default.aspx>

- The DB Team shall be responsible for the cost of Utility Coordination. Coordination shall include, but shall not be limited to, contacting each Utility Owner to advise of the proposed Project; supplemental verification of the locations of existing utility facilities (including the employment of additional Overhead/Underground Subsurface Utility Engineering investigations (SUE)) as needed in determining requirements for the relocation or adjustment of facilities.
- The DB Team shall meet with all Utility Owners within the project limits, Department's District Utilities Office and the State Subsurface Utilities Engineer (or designee) for a SUE Kick-Off meeting (concurrent with the first utility coordination meeting) within 15 days of the Notice to Proceed 1 to gain a full understanding of what is required with each submittal and the overall project utility coordination processes.

### 6.1.2.2 Betterments

Replacements for existing Utilities shall be designed and constructed to provide service at least equal to that offered by the existing Utilities, unless the Utility Owner specifies a lesser replacement. Utility Enhancements are not included in the Work; however, any

Betterment work furnished or performed by the DB Team as part of a Utility Adjustment shall be deemed added to the Work, on the date the Utility Agreement providing for same becomes fully effective. The DB Team shall perform all coordination necessary for Betterments.

- Titles 32-6-170 and 32-6-173, of the O.C.G.A., authorizes the Department to pay the cost of removing, adjusting, and relocating any public utility given certain provisions are met. Such provisions for reimbursement are detailed in Section 4.2 of the UAM. However, all such costs the Department is authorized to pay or participate in shall be limited to the costs of removing, adjusting, and relocating those facilities which are physically in place and in conflict with proposed construction and, where replacement is necessary, to the costs of replacement in-kind. That proportion of the costs representing improvement or betterment in a facility shall be excluded from the costs eligible for payment or participation by the Department, unless required to meet current laws, regulations, industry standards or codes.
- Costs of direct labor, materials, supplies, and equipment required to complete the adjustment or relocation, less salvage credit for any materials removed from the project and credits for any betterment not required by the highway project. The work may be accomplished with the Utility's own forces, or by contract upon prior Department acceptance of the Utility's continuing contract with a contractor or bid tabulations from a Utility's competitive bid for such work. (Requirements and procedures for acceptance of contractors are contained in Section 4.2.D of the UAM).
- **Contract Item Agreement (CIA)** - Used for including utility work in the Department's project and performed by the DB Team. Any utility system upgrades, betterments, or non-reimbursable relocations (not covered in the Cases specified in Section 4.2.A.2 of the UAM) to be installed in the Department's project shall require reimbursement to the DB Team from the Utility.

### **6.1.2.3 Protection in Place**

The DB Team shall be responsible for Protection in Place through the use of a GDOT approved Retention Request of all Utilities impacted by the Project as necessary for their continued safe operation and structural integrity and to otherwise satisfy the requirements described in Section 6.2.1 (Standards). The DB Team shall submit to GDOT for review and acceptance a Retention Request for each utility that will remain in place in accordance with GDOT's *Utility Accommodation Policy and Standards Manual*.

### **6.1.2.4 Abandonment and Removal**

The DB Team shall make all arrangements and perform all work necessary to complete each abandonment or removal (and disposal) of a Utility in accordance with the

requirements listed in Section 6.2.1 (Standards), including obtaining Governmental Approvals and consent from the affected Utility Owner and any affected landowner(s), or shall confirm that the Utility Owner has completed these tasks.

The Utility shall notify the DB Team and the Department in writing of the intention to abandon its facilities in place. Such abandoned installations within the right-of-way shall remain the responsibility of the Utility. The Department may give reasonable notice to require the removal of abandoned utility facilities and restoration of the right-of-way, or the filling of any such facility by an approved method, when necessary to avoid interference with the operation, maintenance or reconstruction of the highway. Any utility facility that the Utility requests to abandon shall conform to the following:

- All underground non-metallic utility facilities to be abandoned shall be locatable using a generally accepted electro-magnetic locating method to enable pipe and cable locates.
- Any underground utility facility, approved or elected to be abandoned in place, larger than 2 inches up to 6 inches, inside diameter, shall be plugged at all open ends of the abandoned facilities. All facilities with an inside diameter larger than 6 inches shall be grout filled 100%. A request for an exception to this policy may be made to the State Utilities Engineer on a case by case basis when proven that no detriment will come to the roadbed by doing so.

### **Hazardous Utility Facilities to be Abandoned**

Whenever an existing utility facility contains a hazardous material and such facility exists

in the public rights of way of any highway, road, or street, and the Utility determines that such facilities will no longer be utilized, the Utility that owns and operates the utility facility shall submit the Request For Retention Of Abandoned Facilities Containing Hazardous Materials form (see Appendix) along with a permit through Georgia Utility Permitting System (GUPS) to the Department. Upon request for abandonment, the Utility shall have the discretion to:

- Remove and dispose of the asbestos pipe in accordance with federal laws and regulations;
- Leave the asbestos pipe in place and fill it with grout or other similar substance designed to harden within the pipe; or
- Allow the pipe to remain undisturbed in the ground and take no further action.

At the request of the Department or Utility, any hazardous material left in the right of way as authorized by the approval of the permit and accompanying Request for Retention of Abandoned Facilities Containing Hazardous Materials form shall be marked as to be locatable. The approved permit and form will indicate how the abandoned facility will be located. The Utility shall not relinquish the ownership of said

facility as stated in Official Code of Georgia Annotated (OCGA) Section 25-9 and Section 32-6-174; it shall be deemed abandoned and out of service. If the Utility selects either item (b) or (c) above as part of a new utility installation request and said abandoned facility is later determined, at any time in the future, to be part of a highway improvement or project that the Department is undertaking or plans to undertake, or is in conflict with any other operation or activity upon said rights of way, by either the Department or others, then said facility shall be removed by the Utility in accordance with federal laws and regulations. Any costs, claims, or other liability associated with the owner's decision pursuant to this section shall be borne by said Utility.

The entity shall also provide plans “marked so as to be locatable” with the following at each end of the proposed abandonment.

- X, Y, and Z using the North American Datum of 1983/1994 = NAD83(94) and North American Vertical Datum of 1988 = NAVD88.
  - Elevation of top and/or bottom of utility tied to datum.
  - Elevation of existing grade over end of facility tied to datum.
  - Horizontal location referenced to coordinate datum.
  - Furnish, install, and color code a permanent above ground marker (i.e.P.K. nail, peg, steel pin, or hub) directly above the centerline of the structure and record the elevation of the marker.
  - Elevations shall have an accuracy of +/-0.05-ft.
  - Horizontal data accurate to within +/-0.2-ft.
- Fiberglass composite markers, or equal, will be required to be installed at the right of way limits at the beginning and ending of proposed abandon facility and placed at intervals no to exceed 500 ft. in between. Markers shall be a minimum of 62” in length and 3.75” in width or diameter. Warning label shall state the following: Warning, Buried Asbestos line, Call Before you Dig logo, Owner Telephone Number(s), Owner Name, and appropriate horizontal offset distance to the abandoned facility noted.
- When determined by the engineer that flexible markers at the right of way line is undesirable for the area, warning buttons, 3” minimum diameter, with the same information may be permanently affixed on the sidewalk, curb, or at a location directed by the engineer.

### **6.1.2.5 Service Lines and Utility Appurtenances**

Whenever required to accommodate construction, operation, maintenance and/or use of the Project, the DB Team shall cause service line adjustments and utility appurtenance adjustments. On completion of these, the DB Team shall cause full reinstatement of the roadway, including, but not limited to reconstruction of curb, gutter, sidewalks, and landscaping, whether the Utility Adjustment Work is performed by the Utility Owner or by the DB Team.

### **6.1.2.6 Early Adjustments**

Early adjustments will be considered by the Department on a case by case basis.



### **6.1.3 Recordkeeping**

The DB Team shall maintain construction and inspection records in order to ascertain that Utility Adjustment Work is accomplished in accordance with the terms and in the manner proposed on the approved Utility Work Plan(s) and otherwise as required by the Design-Build Agreement and the applicable Utility Agreement(s).

## **6.2 Administrative Requirements**

### **6.2.1 Standards**

All Utility Adjustment Work shall comply with all applicable Laws, the Technical Provisions, the Utility Adjustment Standards, and *GDOT's Utility Accommodation Policy and Standards Manual*.

### **6.2.2 Communications**

#### **6.2.2.1 Communication with Utility Owners: Meetings and Correspondence**

The DB Team is responsible for holding meetings and otherwise communicating with each Utility Owner as necessary to timely accomplish the Utility Adjustments in compliance with the DB Documents. GDOT may participate in these meetings if requested by the Utility Owner or the DB Team or otherwise as GDOT deems appropriate.

At least seven (7) Days in advance of each scheduled meeting, the DB Team shall provide notice and an agenda for the meeting separately to GDOT and the appropriate Utility Owner. The DB Team shall prepare and distribute minutes of all meetings within seven (7) Days of the meeting with Utility Owners and shall keep copies of all correspondence between the DB Team and any Utility Owner.

The DB Team will be allowed to coordinate with Utility Companies for early coordination of Utility Adjustments.

### **6.2.3 Worksite Utility Coordination Supervisor**

During the construction of the Project, the DB Team shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding to the emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the DB Team and the Department. The WUCS shall recommend the rate of reoccurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less

than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractor and the Department of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for acceptance, a Progress Schedule Chart, prior to beginning Construction unless otherwise specified, which includes the utility companies controlling items of work and other information in accordance with the Contract documents. Duties and Responsibility of the Worksite Utility Coordination Supervisor, (WUCS):

- **Qualifications:** The WUCS shall be an employee of the Prime DB Team, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be knowledgeable of the High-voltage Safety Act and shall be trained on the Georgia Utility Facility Protection Act (GUFPA). The Department does not provide any training on GUFPA but will maintain a list of the Georgia Public Service Commission certified training programs developed by other agencies. Currently the following companies offer approved GUFPA training programs:

Associated Damage Consultants  
Phone: 706.234.8218 or 706.853.1362

Georgia Utility Contractors Association  
Phone: 404.362.9995

Georgia Utilities Protection Center  
Phone: 678.291.0631 or 404.375.6209

H B Training & Consulting  
Phone: 706.619.1669 or 877.442.4282 (Toll Free)

The Prime DB Team is responsible for obtaining the GUFPA training for their employees.

Questions concerning the Georgia Public Service Commission GUFPA training program shall be directed to:

Georgia Public Service Commission  
244 Washington St. SW  
Atlanta, GA 30334-5701  
404.463.9784

## Ticket Status

During the utility coordination meetings the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the Project limits. This information will be used to assure those planning to use mechanized equipment to excavate or to work within the Project limits are prepared to begin work when they have reported or estimated beginning work. At points where the DB Team's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

### **Notice**

The names of known utility companies and the location of known utility facilities will be shown on the Plans, or listed in the Overhead/Subsurface Utility Engineering Investigation if performed, or in the Special Provisions; and the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the DB Team's work schedules affecting required action by the utility company to protect or adjust their facilities. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the DB Team as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".

### **Agenda**

The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal and relocations or adjustment work in order that these operations may progress in a reasonable manner, that duplication of their removal and relocations or adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same 7 business days in advance of the meeting to encourage input and participation from all of the utility companies. The agenda will be prepared by an examination of the Project site and may include photographs of potential/actual utility conflicts.

### **Submission**

Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information shall be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the Project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.

The DB Team will be required to utilize prequalified utility consultants and contractors.

## **6.2.4 Real Property Matters**

The DB Team shall provide the services described below in connection with existing and future occupancy of property by Utilities.

**Determination of Utility Right-of-Way and Easement** – The determination as to the need for replacement right-of-way or easement for utilities will be made as follows:

- a. The Department will determine what right-of-way is required for construction of the highway project and will normally provide adequate right-of-way for the existing or typical utility facilities that will be permitted to be accommodated within that right-of-way. The DB Team will coordinate with each Utility to request any special right-of-way requirements necessary for their facilities.
- b. If there is not sufficient space for the utility within the right-of-way or easement which will be required for the construction of the project, the DB Team will coordinate with the Utility to verify such circumstance and will obtain a written statement as to whether the Utility desires that the DB Team acquire such additional rights-of-way or easement as may be required for utility relocation under the provisions of the O.C.G.A. § 32-6-172. If the Utility insists on acquiring its own right-of-way or easement, the Utility shall notify the DB Team in writing of such and shall include this acquisition in the Work Plan. Additionally, if the Utility intends to acquire its own right-of-way or easement, it shall be the DB Teams and District Utilities Engineer's responsibility to ensure that the Department's monthly Right-of-Way Status Acquisition Reports be forwarded to such Utility as received from the State Right-of-Way Office. These reports are critical to ensure that the Utility can begin acquiring their required right-of-way or easement soon after the DB Team has completed its negotiations with each affected property owner. In either case, the following method of acquisition described in Section 4.1.C.6 of the UAM shall apply.

**Method of Acquisition** - It is desirable that replacement right-of-way and easements for utilities be acquired concurrently with acquisition of right-of-way for the highway project.

### **Adjustment on Projects**

- a. **Reimbursable Cases** - When the Utility is entitled to reimbursement for the cost of acquisition of replacement right-of-way or easements, the Department will request permission from the Utility, which must be obtained in writing, to acquire necessary utility right-of-way or easements concurrently with its acquisition of the normal highway right-of-way. If the Utility has some particular reason for insisting on acquiring the right-of-way or easement, this will be included in a Utility Agreement.
- b. **Non-Reimbursable Cases** - If the cost of acquisition of replacement right-of-way or easement is not reimbursable, the Department will, at the written request of the Utility, acquire such right-of-way or easement under written

agreement and the Utility will reimburse the Department for such cost in accordance with the State law. Any acquisition by the Department will comply with all requirements pertaining to the Department's acquisition of its own right-of-way or easement.

**Interest to be Acquired** - If the Utility agrees for the DB Team to acquire replacement right-of-way, or easement, the DB Team in conjunction with the Department's Office of Right-of-Way will determine what interest will be acquired and the instrument (i.e., quitclaim, easement limited agreement, etc.) to be used to transfer such interest from the Department to the Utility. The State Right-of-Way Engineer will notify the DB Team, District Utility Engineer and the State Utilities Office as to a determination regarding the Department's agreement to acquire the right-of-way and of what interest is proposed to acquire. The DB Team, in turn, will notify the Utility and District Utility Engineer of that determination and will promptly notify the State Right-of-Way Office, with a copy to the State Utilities Engineer, of any exceptions the Utility may make to that determination. The State Utilities Engineer will be responsible for the establishment of Easement Limited Agreements (ELA) with the Utility after determination by the State Right-of-Way Engineer that such ELA is required to complete the rights of way acquisition. A copy of the ELA will be sent to the State Right-of-Way Office for legal recording.

#### **6.2.4.1 Documentation of Existing Utility Property Interests – Affidavits**

For each Existing Utility Property Interest within the Existing ROW and Proposed ROW claimed by any Utility Owner, the DB Team shall include an easement deed or an Affidavit of Property Interest in the applicable Utility Work Plan, with appropriate documentation of the Existing Utility Property Interest attached. Any such claim shall be subject to GDOT's acceptance as part of a Utility Work Plan review. Except as otherwise directed by GDOT, the DB Team shall prepare all Affidavits of Property Interest using the standard GDOT form.

#### **6.2.4.2 Acquisition of Replacement Utility Property Interests**

Each Utility Owner will be responsible for acquiring any Replacement Utility Property Interests that are necessary for its Utility Adjustments. DB Team shall have the following responsibilities for each acquisition:

- The DB Team shall coordinate with, and provide the necessary information to, each Utility Owner as necessary for the Utility Owner to acquire any Replacement Utility Property Interests required for its Utility Adjustments.
- If any of the DB Team-Related Entities assists a Utility Owner in acquiring a Replacement Utility Property Interest, such assistance shall be by separate contract outside of the Work, and the DB Team shall ensure that the following requirements are met:
  - The files and records must be kept separate and apart from all acquisition files and records for the Proposed ROW and Additional Properties.

- The items used in acquisition of Replacement Utility Property Interests (e.g., appraisals, written evaluations and owner contact reports) must be separate from the purchase of the Proposed ROW and Additional Properties.
- Any the DB Team-Related Entity personnel negotiating the acquisition of Replacement Utility Property Interests must be different from those negotiating the acquisition of Project ROW.

The DB Team is not responsible for Utility Owner condemnation proceedings.

#### **6.2.4.3 Georgia Utility Permit**

The DB Team shall cause Utility Owners to submit utility permit requests through the current GDOT approved utility permit tracking software to accommodate the following:

- Each Utility proposed to be relocated within the Existing ROW, Proposed ROW and Additional Properties.
- Each Utility proposed to remain in its existing location within the Existing ROW, Proposed ROW and Additional Properties.
- Any Existing Utility Property Interest located within the Existing ROW, Proposed ROW and Additional Properties that is not required to be relinquished pursuant to Section 6.2.4.3 (Relinquishment of Existing Utility Property Interests), and is not addressed in the foregoing clause (i) or clause (ii).

The DB Team shall arrange for the Utility Owner to execute each Georgia Utility Permit(s). Each Georgia Utility Permit (executed by the Utility Owner) shall be subject to GDOT's acceptance as part of a Utility Work Plan.

#### **6.2.4.4 Documentation Requirements**

The DB Team shall prepare, negotiate (to the extent permitted by this Section 6.2.4 (Real Property Matters)), and obtain execution by the Utility Owner of (and record in the appropriate jurisdiction, if applicable) all agreements and deeds described in this Section 6.2.4, including all necessary exhibits and information concerning the Project (e.g., reports, Plans, and surveys). Each agreement or deed shall identify the subject Utility(ies) by the applicable Utility Permit Number, and shall also identify any real property interests by parcel number or highway station number, or by other identification acceptable to GDOT.

### **6.3 Design**

#### **6.3.1 DB Team's Responsibility for Utility Identification**

The DB Team bears sole responsibility for ascertaining, at its own expense, all pertinent details of Utilities located within the Existing ROW, Proposed ROW, limits of Additional Properties or otherwise affected by the Facility, whether located on private property or within an existing public ROW, and including all Service Lines.

The DB Team shall utilize Subsurface Utility Engineering (S.U.E) process for locating all existing utilities within the project limits to develop the Utility Work Plan.

GDOT will not participate in any of the Preliminary Engineering (PE) costs for the Utility Adjustments.

The DB Team will coordinate reviews of the utility relocation information and obtain acceptance from the Utility Owner and GDOT. The GDOT District Utility Engineer should be kept informed if preliminary plans indicate that no conflict exists, and if the owner concurs with this information, then the owner shall provide a letter of “no conflict” to the DB Team.

### **6.3.2 Technical Criteria and Performance Standards**

All Design Documents for Utility Adjustment Work, whether furnished by the DB Team or by the Utility Owner, shall be consistent and compatible with the following:

- The applicable requirements of the DB Documents, including Section 6.2.1 (Standards)
- Any Utilities remaining in, or being installed in, the same vicinity
- All applicable Governmental Approvals
- Private approvals of any third parties necessary for such work

The DB Team shall ensure that the Design Documents are complete and include all utility adjustment schedules/utility work plans, utility relocation plans, and associated agreements necessary to address all foreseeable utility impacts that might affect the project. This includes utility issues affecting right-of-way acquisition, environmental clearances, project staging, and project constructability.

The Department has executed and provided a Memorandum of Understanding (MOU) between the Department and each Utility Owner. If a utility is impacted by the project and the impact requires a relocation of the utility, refer to the executed MOU for the party responsible for the cost of the relocations.

The DB Team shall endeavor to design the Project to avoid conflicts with utilities when feasible, and minimize impacts where conflicts cannot be avoided. The DB Team shall submit to the Department a SUE Utility Impact Analysis (UIA) in the Department's prescribed format as specified in Volume 2 Table 23-1.

When a utility owner claims prior rights in the MOU and does not include either design or construction in the Design-Build Agreement, the DB Team shall research and verify any compensable prior right claimed in the MOU that would result in reimbursement to the utility owner for any relocation design, construction or material cost. If there is a dispute over property interests with a Utility Owner, the DB Team shall be responsible for resolving the dispute. The DB Team shall meet with the Department's District Utilities Engineer (or designee) and ITS Manager to present the property interests information gathered. This information must be sufficient for the District Utilities Engineer (or designee) to certify the extent of the Utility Owner's property interests. The Department shall have final approval authority as to the DB Team's determination of whether the

Utility Owner has property interests. The DB Team will be responsible for all Design, Construction and Material costs when the design and construction are included in the Design-Build Agreement.

### **6.3.3 Memorandum of Understanding (MOU)**

Depending on the provisions stipulated in the Memorandum of Understanding (MOU – See Attached) between the Department and each Utility Owner the DB Team shall be responsible for one of the following Design Activities:

- The DB Team shall be responsible for coordinating the design work of its subcontractors and the various Utility Owners. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the DB Team. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the DB Team or its subcontractors due to interference from utilities or the operation of relocating utilities.
- The DB Team shall be responsible for designing all utility removal, relocation, and adjustments required to accommodate the proposed Project. This shall include any required inspection, permitting, testing and monitoring to ensure that the work is properly performed to the certified design package. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the DB Team. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the DB Team or its subcontractors due to interference from utilities or the operation of relocating utilities.

The DB Team shall provide each Utility Owner with design plans and Preliminary Utility Plans as soon as the plans have reached a level of completeness adequate to allow them to fully understand the Project impacts. The Utility Owner will use the DB Team's design plan for preparing Utility Relocation Plans, cost estimates, and respective Utility Adjustment Schedules (UAS). If a party other than the Utility Owner prepares Utility Relocation Plans, there shall be a concurrence box on the plans where the Utility Owner signs and accepts the Utility Relocation Plans as shown.

The DB Team shall prepare all engineering design, plans, technical specifications, cost estimates, and utility adjustment schedules required to perform the necessary utility relocations. The DB Team shall certify to the Department that the design package listed above has been reviewed and accepted by the each respective Utility Owner.

The DB Team shall be responsible for collecting the following from each Utility Owner that is located within the Project limits: Certified Utility Relocation Plans including a letter of "no cost" where the Utility Owner does not have a prior right; Utility Agreements, certificates of eligibility, including cost estimate and Utility Relocation plans where the Utility Owner has a property interest; Letters of "no conflict" where the Utility Owner's facilities will not be impacted by the Project. The DB Team shall prepare and submit to



the Department a Utility Retention Request for any utility which is to remain under the roadway within the construction limits.

The DB Team shall be responsible for determining if the Department has agreed to pay for in-kind relocations according to any approved Utility-Aid assistance package for publicly (government) owned utilities found within the Project's limits see the Department's Policies & Procedures (formerly known as TOPPS Policy #6863-11) for additional information regarding Utility-Aid. If the Department has approved Utility-Aid; it is the DB Team's responsibility to assemble the necessary information including any Utility Agreements in a final and complete form and in such a manner that the Department may accept the submittals with minimal review. Failure to submit such required Utility Agreements prior to the beginning of construction shall fully transfer the utility owner's obligations, as stated in the subject Utility-Aid assistance package, to the DB Team. Deductions to reimburse the Department for such obligations may be made from any current partial payment of the Lump Sum price.

The DB Team shall review all Utility Relocation Plans and Utility Agreements, Utility Estimates and certificates of eligibility to ensure that relocations comply with the Departments "Utility Accommodation Policy and Standards Manual". The DB Team shall review the utility plans to identify that there are no conflicts with the proposed highway improvements, and ensure that there are no conflicts between each of the Utility Owner's relocation plans. The DB Team shall show all existing and proposed utilities on the cross sections and drainage profiles.

#### **6.3.4 Utility Work Plans**

The DB Team shall submit Utility Work Plans after the DB Team has reviewed and addressed internal comments on the Utility Adjustment Preliminary Plan. Utility Work Plans, whether furnished by the DB Team or by the Utility Owner, shall be signed and sealed by a Registered Professional Engineer (PE) in the State of Georgia.

##### **6.3.4.1 Plans Prepared by the DB Team**

Where the DB Team and the Utility Owner have agreed that the DB Team will furnish a Utility Adjustment design, the DB Team shall prepare and obtain the Utility Owner's approval of plans, specifications, and cost estimates for the Utility Adjustments (collectively, "Utility Work Plans") by having an authorized representative of the Utility Owner sign the plans as "reviewed and approved for construction." The Utility Work Plan (as approved by the Utility Owner) shall be attached to the applicable Utility Agreement., for GDOT's acceptance.

Unless otherwise specified in the applicable Utility Agreement(s), all changes to Utility Work Plan(s) previously approved by the Utility Owner (excluding estimates, if the Utility Owner is not responsible for any costs) shall require written Utility Owner approval. The DB Team shall transmit any GDOT comments to the Utility Owner, and shall coordinate any modification, re-approval by the Utility Owner and re-submittal to GDOT as necessary to obtain GDOT's acceptance.

#### **6.3.4.2 Plans Prepared by the Utility Owner**

For all Utility Adjustments to be furnished by a Utility Owner, the DB Team shall coordinate with the Utility Owner as necessary to confirm compliance with the applicable requirements. Those Utility Adjustments shall be attached to the applicable Utility Agreement, which the DB Team shall include in the appropriate Utility Work Plan for GDOT's acceptance. The DB Team shall transmit any GDOT comments to the Utility Owner, and shall coordinate any modification, review by the DB Team and re-submittal to GDOT as necessary to obtain GDOT's acceptance.

#### **6.3.4.3 Design Documents**

Each proposed Utility Adjustment shall be shown in the Design Documents, regardless of whether the Utility Work Plan is prepared by the DB Team or by the Utility Owner.

Required Information:

a. Preliminary Utility Plans

- 1) Preliminary Utility Plan sheets are typically comprised of preliminary roadway plan sheets with the inclusion of all existing utility facility locations (overhead & underground) found within a Project's limits. The "degree of effort" exerted on the part of the Department and the Utility Owner varies with the type and location of the utility. The Department has classified these "degrees of effort" into different Quality Levels of information
- 2) Preliminary Utility Plans shall be produced and used by the DB Team in the utility coordination/relocation design activities outlined here. The following minimum information shall be shown on the Preliminary Utility Plans:
  - (a) Construction centerlines with Project stations and begin/end Project limits.
  - (b) Curb and gutter or edge of pavement (proposed and existing)
  - (c) Road and street names
  - (d) Existing and Required Right of Way limits, property lines, environmentally sensitive area limits, and property owners
  - (e) All proposed and existing easements (including existing utility easements)
  - (f) Proposed and existing drainage structures/features (excluding drainage text)
  - (g) Proposed construction limits (C/F lines)

- (h) Topographical planimetrics (i.e. existing buildings/structures, existing tree/vegetation limits)
  - (i) All proposed bridges, walls, other structures and landscape hardscapes
  - (j) All proposed and existing strain poles (signal, sign, lighting)
  - (k) Utilities Legend
  - (l) Miscellaneous General Notes
  - (m) Existing overhead and underground utilities found within the Project's limits, Including size and material if known
  - (n) Sanitary sewer manhole top, and invert elevations. Sanitary Sewer pipe flow directions
  - (o) Railroad mainline and spur tracks with their respective property/easement limits
  - (p) Project Survey control point locations
- b. Final Utility Plans
- 1) The Final Utility Plans shall clearly show all existing utilities on the plans and clearly indicate all existing utilities are "To Remain".
  - 2) In addition to the information required for the Preliminary Utility Plans, the Final Utility Plans shall include: Miscellaneous General Notes required for coordination of utility facilities with roadway construction.
- c. Overhead/Subsurface Utility Engineering (SUE) Investigations
- The existing utility information provided in these definitions include a description of what "degree of confidence" there is in its accuracy. The Department has classified these "degrees of confidence" into different Quality Levels of information:
- 1) Quality Level "D" Information - Information obtained solely from a review of utility records and field verification. The comprehensiveness and accuracy of such information is highly limited. Even when existing information for a utility in a particular area is accurate, there are often other underground systems that are not shown on any records. Quality Level "D" may be appropriately used early in the development of a Project to determine the presence of utilities.
  - 2) Quality Level "C" Information - Information obtained to augment Quality Level "D" information. This involves topographic surveying of visible, above-ground utility features (e.g., poles, hydrants, valve boxes, circuit breakers, etc.) and entering the topographic data into the CAD system. Since aerial utility lines are not

surveyed, information provided for these facilities is considered Quality Level “C” also. Quality Level “C” may be appropriately used early in the development of a Project and shall provide better data than Quality Level “D” information alone. Designers shall be very cautious when working on Projects using information for underground utilities that is based only on Quality Levels “D” and “C” locates.

- 3) Quality Level "B" Information - Information obtained through the use of designating technologies (e.g., geophysical prospecting technologies). This is an application using scanning technologies, most of which have very specific capabilities. Applying a variety of techniques is essential to the process of preparing a comprehensive horizontal map of utilities and other underground structures on the site. Designating technologies are capable of providing good horizontal information.
- 4) Quality Level "A" (Test Hole) Information - Provides the highest level of accuracy of utility locations in three dimensions. This level may apply manual, mechanical or nondestructive (e.g., vacuum excavation) methods to physically expose utilities for measurement and data recording. Quality Levels “B”, “C”, and “D” locates are incorporated in Quality Level “A” locates.

## Sheet Layout

- a. The DB Team will ensure that any information and graphic data that is not necessary to depict the disposition of utilities found within the Project’s limits is removed by turning off the appropriate CAD levels(s) on which the data is stored. This will help ensure that information pertinent to utility facilities can be clearly seen in the Utility Plan sheets. Examples of extraneous information would be items such as horizontal curve data, superelevation data, roadway dimensions, misc. text, etc. All background information such as pavement limits, existing structures, etc. shall be screened back. Also, the DB Team shall ensure all text, line work, details, and symbols are clear and legible when plans are reduced to ½ size (typically, 11”x17”).
- b. In order to maintain plan clarity all applicable general notes, tables, and the Utility Legend shall be placed separately from the Utility Plan sheets. A Utility Plan “Cover Sheet” shall be provided for both preliminary and final Utility Plans. A recommended example utility sheet schedule is provided below:
  - 1) Utility Sheet 1 (Cover Sheet) – Utility General Notes, Utility Legend, Miscellaneous Details
  - 2) Utility Sheet 2 (required as needed) – Additional Miscellaneous Details, Pole Data Table

- 3) Utility Plan Sheets – Utilities shown in plan view with respect to Project.
- 4) Utility Profile and Cross Sections Sheets - Proposed Utility facility profiles and cross sections (as required)
- 5) Miscellaneous Utilities Sheets – Miscellaneous proposed utility details (as required).

The above sheet schedule shall also be generally followed for all separate utility relocation plans (i.e. water & sewer plans) included in the Project plans.

Note on the Utility Plans whose responsibility it is for utility adjustment. For bridge plans required, the DB Team is to make sure the plans have made accommodations for utility crossings and attachments, if applicable. Any new utility crossings requests shall include the size, weight, and type of utility. In addition, the method of attachment to the bridge shall be fully detailed. Such requests shall be reviewed by the DB Team to ensure adequacy and constructability and final acceptance shall be obtained by the DB Team from the Department. The DB Team shall follow the approval process within this specification. The DB Team is responsible to ensure that all proposed and existing utilities are coordinated with the respective Project's Construction Staging Plans and Erosion Control Plans.

Upon completion of the Utility Relocation Plans, the DB Team will ensure that any additional environmental impacts due to utilities are addressed in the Project's environmental document/permit.

#### **6.3.4.4 Certain Requirements for Underground Utilities**

Casing as specified in GDOT's Utility Accommodation Policy and Standards Manual shall be used for all underground Utilities crossing the Existing ROW, Proposed ROW and/or Additional Properties.

Anytime underground operations, excavations or digging of any type is contemplated in the general area of the any utility facility, "Excavating" means any operation by which the level or grade of land is changed or earth, rock, or other material below existing grade is moved and includes, without limitation, grading, trenching, digging, ditching, auguring, scraping, directional boring, and pile driving. The Georgia Utility Facility Protection Act (GUFPA) mandates that, before starting any mechanized digging or excavation work, you must contact Georgia 811 at least 48 hours, but no more than 10 working days, in advance to have utility lines marked. Damage and Emergency locate request may be called in 24 hours a day, seven days a week. The DB Team shall take reasonable action to determine the location of any underground utility facilities in and near the area for which signs are to be placed. In addition to establishing the approximate location of all utility facilities, the DB Team shall be required to fully expose the facility to verify its horizontal and vertical location, if underground operations are contemplated within the Tolerance Zone, which is defined to mean the approximate location of underground utility facilities defined as a strip of land at least 4 feet wide, but not wider than the width of the underground facility plus 2.0 feet on either side of the

outside edge of such facility based upon the markings made by the locators. Excavation within the tolerance zone requires extra care and precaution. The DB Team shall avoid interference with underground utility facilities within the tolerance zone by utilizing such precautions that include, but are not limited to, hand excavation, vacuum excavation methods, and visually inspecting the excavation while in progress until clear of the existing marked facility. The DB Team shall provide, during and following excavation for placement of any signs, such support for existing underground utility facilities in and near the excavation as may be reasonably necessary for the protection of such facilities unless otherwise agreed to by GDOT and the Utility owner. The DB Team shall backfill all excavations in such manner and with such materials as may be reasonably necessary for the protection of existing underground utility facilities in and near the area of excavation or sign placement.

#### **6.3.4.5 Utility Work Plan**

Each Utility Adjustment (as well as each Utility remaining in place in the Facility ROW and not requiring any Protection in Place or other Utility Adjustment) shall be addressed in a Utility Work Plan prepared by the DB Team and submitted to GDOT for its review and acceptance. The Utility Work Plan is the combination of the Utility Plan and the Utility Adjustment Schedule. The DB Team shall provide Utility Work Plans for each individual Utility Owner and the Utility Work Plan shall be provided in accordance with the Utility Accommodations Policy and Standards Manual. The DB Team shall coordinate with the Utility Owner to prepare all components of each Utility Work Plan. Completion of the review and comment process for the applicable Utility Work Plan, as well as issuance of any required GDOT acceptances, shall be required before the start of construction for the affected Utility Adjustment Work.

Provisions governing the procedure for and timing of Utility Work Plan submittals are in Section 6.5 (Deliverables).

All Utility Adjustments covered by the same initial Utility Agreement shall be addressed in a single full Utility Work Plan.

Utility Work Plan Retention Requests: The DB Team shall prepare Utility Work Plan Retention Request for each Utility proposed to remain at its original location within the Existing ROW, Proposed ROW and limits of Additional Properties that is not required to be addressed in a Utility Agreement or for a group of such Utilities. Each Utility Work Plan Retention Request shall contain a transmittal memo recommending that the subject Utility(ies) remain in place, a completed Utility Work Plan Checklist, a certification from the Utility Owner approving leaving the Utility(ies) in place, as well as a Georgia Utility Permit and Affidavit(s) of Property Interest, if applicable.

#### **Utility Adjustment Schedule (UAS)**

The purpose of the UAS is to provide the DB Team with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a progress schedule chart that is feasible. Include the estimated duration for each of the applicable following tasks: Preliminary Engineering, Right-of-Way Acquisition, Construction Engineering, Material Procurement, Clearing

and Trimming, Construction, Splicing or Tie-in work, Service Considerations and Temporary Work. A suitable UAS form is available from the Department for the WUCS to circulate to utility companies for any proposed Project construction staging. Ensure the WUCS submits the Progress Schedule Chart in accordance with the Contract and the proposed UAS from all utility companies to the Engineer for review and approval.

### **Scheduling Utility Adjustment Work**

The DB Team is responsible for the scheduling of all utility relocations and adjustments. A written schedule should be provided by the utility owner.

**Revised Work Plan Acceptance** - If previously unforeseen utility removal, relocation, or adjustment work is found necessary by the DB Team, the Utility or the DB Team after the start of construction of a project, the Utility shall provide a revised Work Plan within 30 calendar days after becoming aware of such work or upon receipt of the DB Team's written notification advising of such work. The incorporation of this revised Work Plan into the overall project schedule is not intended to correct errors and omissions with the original or current accepted Work Plans submitted to the Department. If such errors or omissions occur, it will be the Utility's responsibility to adhere to the original or current Work Plan submitted and approved. However, when it is deemed appropriate for a revised Work Plan to be submitted, the following procedure shall be followed for its acceptance: It is the responsibility of the DB Team to review all revised Work Plans submitted by the Utility found within a project's limits. After review and acceptance the revised Work Plan should be submitted to the District Utility Engineer for review and acceptance. Please note that the District Utilities Engineer will typically consult with the District Construction Office and GDOT Project Manager to determine the reasonability of such revised Work Plans. If, upon review, the District Utilities Engineer determines a revised Work Plan to be unreasonable based upon the required scope of utility adjustment and/or relocation required to accommodate a project, the District Utilities Engineer will initiate the escalation process to resolve such disputes involving the revised Work Plan whenever they may occur.

### **Post-Let Utility Certification**

Upon receipt of the accepted utility relocation plans and the Preliminary Utility Status Report, the DB Team will review and forward that information to the District Utility Engineer for review. The District Utility Engineer will review the information and forward to the State Pre-Construction Utility Engineer for final acceptance. The State Pre-Construction Utility Engineer will perform the post-let utility certification and issue notice to proceed (NTP 3) released for construction.

## **6.4 Construction**

### **6.4.1 Reserved**

### **6.4.2 General Construction Criteria**

At the time the DB Team notifies the Department that the DB Team deems the Project to have reached Final Completion, the DB Team shall certify to the Department that all Utilities have been identified and that those Utility Owners with property interests or other claims related to relocation or coordination with the Project have been relocated or their claims otherwise satisfied or shall be satisfied by the DB Team.

In addition to the above, the DB Team shall comply with all provisions set forth under subsection 107.21 of the Georgia Department of Transportation's Specifications, Construction of Transportation Systems, current edition.

The DB Team shall be responsible for determining if the Department has agreed to a Project Framework Agreement (PFA) with Local Government or, additional Specific Activity Agreements (SAA) within the Project's limits (see the Department's Policies & Procedures(formerly known as TOPPS Policy #7120-3) for additional information). If the Department has approved a PFA or SAA; it is the DB Team's responsibility to assemble the necessary information including any Utility Agreements in a final and complete form and in such manner that the Department may accept the submittals with minimal review. Failure to submit such required Utility Agreements prior to the beginning of construction shall fully transfer the obligations, as stated in the subject PFA or SAA package, to the DB Team. Deductions to reimburse the Department for such obligations may be made from any current partial payment of the Lump Sum price.

All Utility Adjustment construction performed by the DB Team shall conform to the requirements listed below. If the Utility Owner chooses to perform their own relocations and the Utility Owner holds no property interest, the Utility Owner shall confirm in writing to the DB Team that the Utility Owner will relocate its own facilities at no cost to the DB Team. All construction engineering and contract supervision shall be the responsibility of the DB Team to ensure that all utility relocation work included in the contract is accomplished in accordance with the contract plans and specifications. The DB Team will consult with the Utility Owner before authorizing any changes which affect the Utility Owners facilities. For work included in the DB Teams contract, the Utility Owner or Utility Owner's consultant shall have the right to visit and inspect the work at any time and advise the DB Team and GDOT of any observed discrepancies or potential issues. The DB Team will notify the Utility Owner when all utility relocation work is completed and ready for final inspection. Upon maintenance acceptance or final acceptance of the utility relocation included in the contract and upon certification by the Utility Owner that the work has been completed in accordance with the plans and specifications, the Utility Owner will accept the adjusted, relocated, and additional facilities. In addition, the DB Team is responsible for verifying that all Utility Adjustment construction performed by each Utility Owner conforms to the requirements described below. In case of nonconformance, the DB Team shall cause the Utility Owner (and/or its Contractors, as applicable) to complete all necessary corrective work or to otherwise take such steps as are necessary to conform to these requirements:

- All criteria identified in Section 6.3.2 (Technical Criteria and Performance Standards).



- The Utility Work Plan(s) included in the Utility Agreements approved by GDOT (other than Utility Adjustment Field Modifications complying with Section 6.4.7 (Utility Adjustment Field Modifications)).
- All Facility safety and environmental requirements
- Overall Facility schedule or proposed Facility ROW schedule described in Section 7 (Right of Way).
- Ensure that the placed, abandoned, excavated or relocated within the project limits are all locatable. Locatable shall mean that the line can be field located using SUE QL-B methodology.

Depending on the provisions stipulated in the Memorandum of Understanding (MOU – see attached) between the Department and each Utility Owner the DB Team shall be responsible for one of the following construction activities:

- The DB Team shall be responsible for coordinating the construction work of its subcontractors and the various Utility Owners. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the DB Team. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the DB Team or its subcontractors due to interference from utilities or the operation of relocating utilities.
- The DB Team shall be responsible for performing all utility removal, relocation, and adjustments required to accommodate the proposed Project. This shall include any required inspection, permitting, testing and monitoring to ensure that the work is properly performed to the certified design package. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the DB Team. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the DB Team or its subcontractors due to interference from utilities or the operation of relocating utilities.

The DB Team shall be responsible for performing all utility removal, relocation, and adjustments required to accommodate the proposed Project. This shall include any required inspection, permitting, testing and monitoring to ensure that the work is properly performed to the certified design package. The resolution of any conflicts between Utilities and the construction of the Project shall be the responsibility of the DB Team. No additional compensation will be allowed for any delays, inconveniences, or damage sustained by the DB Team or its subcontractor due to interference from utilities or the operation of relocating utilities.

#### **6.4.3 Inspection of Utility Owner Construction**

The DB Team shall set forth procedures for inspection of all Utility Adjustment Work performed by Utility Owners (and/or their Contractors) to verify compliance with the applicable requirements described in Section 6.4.2 (General Construction Criteria).

#### **6.4.4 Scheduling Utility Adjustment Work**

The Utility Adjustment Work (other than construction) may begin at any time following issuance of NTP 1. Refer to Section 7.6.2 of the DB Documents for the conditions to commencement of Utility Adjustment Construction Work by the DB Team. The DB Team shall not arrange for any Utility Owner to begin any demolition, removal, or other construction Work for any Utility Adjustment until all of the following conditions is satisfied:

- The Utility Adjustment is covered by an executed Utility Agreement (and any conditions to commencement of such activities that are included in the Utility Agreement have been satisfied)
- Availability and access to affected Replacement Utility Property Interests have been obtained by the Utility Owner (and provided to the DB Team, if applicable)
- If any part of the Utility Adjustment Construction Work will affect the Existing ROW, Proposed ROW and/or Additional Properties, availability and access to that portion of the Existing ROW. Proposed ROW and/or Additional Properties have been obtained in accordance with the applicable requirements of the DB Documents
- If applicable, the Alternate Procedure List has been approved by FHWA, and either (a) the affected Utility is on the approved Alternate Procedure List, as supplemented, or (b) the Utility Owner is on the approved Alternate Procedure List, as supplemented
- The review and comment process has been completed and required approvals have been obtained for the Utility Work Plan covering the Utility Adjustment.
- All Governmental Approvals necessary for the Utility Adjustment construction have been obtained, and any pre-construction requirements contained in those Governmental Approvals have been satisfied
- All other conditions to that Work stated in the DB Documents have been satisfied

#### **6.4.5 Standard of Care Regarding Utilities**

The DB Team shall carefully and skillfully carry out all Work impacting Utilities and shall mark, support, secure, exercise care, and otherwise act to avoid damage to Utilities in accordance with O.C.G.A. 25-9 (The Georgia Utility Protection Act). At the completion of the Work, the condition of all Utilities shall be at least as safe and permanent as before.

#### **6.4.6 Emergency Procedures**

Emergency Response Plan: The WUCS shall prepare and submit to the Department an Emergency Response Plan no later than 30 days prior to beginning construction. The WUCS shall clearly mark and highlight the gas, water and other pressurized pipeline shut-off valves and other utility services including overhead switch locations on the utility plans; and prepare a chart to indicate the location of each site (Street address or intersections), the utility company or operator of the facility with emergency contact information and the working condition of the device to facilitate prompt shut-off. The WUCS shall post the Emergency Response Plan in an area readily accessible to

the Department. In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

#### **6.4.7 Switch Over to New Facilities**

After a newly Adjusted Utility has been accepted by the Utility Owner and is otherwise ready to be placed in service, the DB Team shall coordinate with the Utility Owner regarding the procedure and timing for placing the newly Adjusted Utility into service and terminating service at the Utility being replaced.

#### **6.4.8 Traffic Control**

The DB Team shall be responsible for, and the Construction Traffic Control Plan shall cover, all traffic control made necessary by for Utility Adjustment Work, whether performed by the DB Team or by the Utility Owner. Traffic control for Adjustments shall be coordinated with GDOT. Traffic control shall comply with the guidelines of the Manual of Traffic Control Devices (MUTCD), current edition, and of Section 18 (Traffic Control).

### **6.5 Deliverables**

The DB Team shall time all Submittals described in this Section 6 to meet the Project Baseline Schedule, taking into account GDOT's applicable review and response times designated in this Section 6, or if not stated therein, then as stated in Article 6.3 of the Design-Build Agreement (Volume 1).

The DB Team will provide to GDOT concurrently with accepted construction as-built plans, one full sized, three half sized, one PDF and one MicroStation copy for review. GDOT will have 30 days to review and return accepted or with comments. DB Team will address any comments and return to GDOT for final review and acceptance. Upon GDOT review and acceptance, the DB Team will provide a copy of the accepted final as-built plans to all utility owners who's utility relocation work was included in the contract.

#### **6.5.1 Utility Work Plan Submittals**

DB Team shall coordinate all Submittals required pursuant to this Section 6.5, so as not to overburden GDOT's staff and consultants.

(i) DB Team shall transmit any GDOT comments to the Utility Owner, and shall coordinate any modification, review and approval by the Utility Owner and re-submittal to GDOT, as necessary to resolve all GDOT comments and/or obtain GDOT's acceptance, as applicable. Upon (i) GDOT's acceptance of any Utility Work Plan

components for which GDOT's acceptance is required, and (ii) completion of the review and comment process for all other Utility Work Plan components, GDOT will sign three originals of any approved Georgia Utility Permit and of any other components of the Utility Work Plan for which this Section 6 requires GDOT's signature.

### **6.5.2 Preliminary Utility Status Report**

The DB Team shall prepare and submit to the Department a Preliminary Utility Status Report Concurrently with Accepted Relocated Utility Plans within 180 days after Notice to Proceed 1 has been given for the contract (see TABLE 6-1: REVIEWS). This report shall include a listing of all Utility Owners located within the Project limits and a recommendation as to the extent of each Utility Owner's property interests. This report shall include copies of easements, plans, or other supporting documentation that substantiates any property interests of the Utility Owners. The report shall a listing of each utility with contact information, agreements, current UIA and a preliminary assessment of the impact to each Utility Owner.

### **6.5.3 Subsurface Utility Engineering (SUE) Requirements**

The DB Team shall compile, and submit to the Department all SUE deliverables, Utility Relocation Plans, SUE Utility Impact Analysis, Utility Adjustment Schedules, Utility Agreements, Utility Estimates (if estimates are provided by the utility owners), and Letters of "no conflict," as set forth above for the Project. The DB Team is expected to assemble the information included in the Utility Agreements and Utility Relocation Plans in a final and complete form and in such a manner that the Department may accept the submittals with minimal review. The Utility Owners shall not begin their Utility Relocation work until authorized in writing by the Department.

Each Utility Agreement and Utility Relocation Plan submitted shall be accompanied by a certification from the DB Team stating that the proposed relocation will not conflict with the proposed highway improvement and will not conflict with another Utility Owner's relocation plan.

### **6.5.4 Utility As-Builts Requirements**

- a. It shall be the responsibility of the DB Team's 3.10 Utility Coordination Consultant to manage and ensure accurate completion and delivery of all items within this section.
- b. Utility as-builts must be completed after utility relocations are completed and prior to project closeout.
- c. Provide Utility as-built plans in the Department's current CAD Software format to include each individual utility owner within the project limits.
- d. Provide one (1) final full size, four (4) half size, and one (1) pdf set of as-built utility plans to the Department to include all utilities present, abandoned or relocated within the project limits. Provide respective Utility Owners whose work was included in the contract a copy of their as-builts for review and acceptance.

- e. Ensure as-built utility plans for projects contain the following:
1. Name
  2. Address
  3. Telephone number of the firm preparing the drawing
  4. Date the as-built plan data is collected via the revision block
  5. Surveyor's/Engineer's statement certifying that as-built plans reflect the true conditions in the field
  6. DB Teams' statement (with an original signature and Project Number on the cover sheet and transmittal letter) verifying that all construction specifications and product qualities have been met
  7. Label "AS-BUILT DRAWING" or "RECORD DRAWING" on each sheet
  8. Label all Street names
  9. Label all easements and right-of-ways
  10. Identify and label the location and elevation of the benchmark referenced (If the referenced benchmark is not within the project limits, then a complete description of its location will be provided to assist in future locating).
  11. Label any changes in details of design and/or additional supporting information such as approved placement details, pipe sizes, material changes, geo-coded photos, etc.
- f. Ensure the as-built plans provide detailed and accurate information, in a useful format. Discretion must be employed by the draftsman regarding the functional quality of the plans. If too much information is included on one sheet as to make their use impractical, a second, or third, drawing sheet may be necessary.
- g. Survey all underground utilities that are placed, abandoned, excavated or relocated within the project limits to determine the exact location and position of the utility line. Utilities are defined as any communication, electrical, gas and water and sewer lines. This will include all ITS/ATMS, Fiber Optic, communication and electrical lines. This should include, but not limited to outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems, utility structure material compositions and condition; as well as identification of benchmarks used to determine elevations. Ensure elevations have an accuracy of +/- 0.05-ft and certified accurate to the benchmarks used to determine elevations. Horizontal data accurate to within +/- 0.2 ft. or applicable survey standards, whichever is more precise. Record and label the average depth below the surface of each run, all change of direction points, and all surface or underground components such as valves, manholes, drop inlets, clean outs, meters, etc.

- h. For relocated aerial facilities:
1. Record the following information to including but not be limited to the pole owner, age, pole size, pole height, pole number, the material type, the general condition of the utility.
  2. Record the horizontal location of existing poles for aerial utility facilities. Ensure horizontal surveying of existing poles for overhead utility facilities is surveyed to the same accuracies and precision as is required for the topographic data.
  3. Determine the aerial utility owners (in addition to the pole owner) attached to the pole and correctly show the horizontal connectivity of the utilities between the poles, including major service drops (substations or industrial facilities).
  4. Aerial utilities along with pole locations and appurtenances shall be returned to the DEPARTMENT in digital and reproducible certified plan sheet format.
- i. Submit completed electronic files and reproducible as-built utility plan sheets to the Engineer for review and comments. Revise and make changes or adjustments to the utility related data as necessary. Work will not be considered complete until the DB Team has responded to the comments from this review to the satisfaction of the Engineer.
- j. Assemble and present as-built plans in a format compatible with the DEPARTMENT'S current CAD systems (Microstation and InRoads) for use by the DEPARTMENT'S staff and ensure the Microstation and InRoads files are developed in accordance with the DEPARTMENT'S current Electronic Utility File Guidelines.

For each utility facility/owner, prepare and deliver one copy of the "as-built" or "record" plan to the DEPARTMENT. There shall be an "as-built" or "record" for each utility on the project, whether the utility work is included in the contract price, or the utility work is performed by the utility owner or the utility's DB Team.

## **7 RESERVED**

## **8 GEOTECHNICAL**

### **8.1 General Requirements**

DB Team shall perform all geotechnical investigations, testing, research, and analysis necessary to effectively determine and understand the existing surface and subsurface geotechnical conditions of the Existing ROW, Required ROW or Additional Properties to be used by the DB Team to carry out the Work. DB Team shall ensure the geotechnical investigations and analyses are both thorough and complete, so as to provide accurate information for the design of roadways, pavements, foundations, structures, and other facilities that result in a Project that is safe, and meets operational standards. The DB Team shall design the Project in general conformance with GDOT policies, guidelines, and Volume 3 Manuals.

### **8.2 Design Requirements**

#### **8.2.1 Subsurface Geotechnical Investigation by DB Team**

DB Team shall determine the specific locations, frequency, and scope of all subsurface geotechnical investigations, testing, research, and any additional analysis the DB Team considers necessary to provide a safe and reliable roadway, pavement, foundation, structure, and other facilities for the Project.

DB Team shall prepare and amend, as needed, Geotechnical Engineering Reports documenting the assumptions, conditions, and results of the geotechnical investigation and analysis, including the following:

- The geology of the Project area, including soil and/or rock types, and drainage characteristics.
- Field investigations and laboratory test results used to characterize conditions, including moisture content, plasticity index, gradations for each major soil strata change, levels of shrink/swell potential soil compressibility, and short-term and long-term strength tests and properties.
- A discussion of conditions and results with reference to specific locations on the Project.
- Design and construction parameters resulting from the geotechnical investigation and analysis, including parameters for the design of pavements, pipes, structures, slopes, and embankments.
- Plan view locations of field sampling, boring logs and other field data, laboratory test results, calculations, and analyses that support design decisions.
- Include the slope stability analysis for embankment and excavation slopes including both short-term (undrained) and long-term (drained) conditions, and discussion of design measures undertaken to ensure stability and safety of all slopes. The analysis shall consider the potential for long-term surficial slide



failures common to high plasticity clays in Georgia, and specific recommendations shall be provided to minimize their occurrence.

Each Geotechnical Engineering Report, upon completion, shall be submitted to GDOT for review and comment as a Submittal.

If environmentally-sensitive conditions such as undocumented contaminated soil or archaeological sites are encountered during the subsurface exploration activities, DB Team shall notify GDOT and for hazardous materials follow the requirements GDOT Standard Specification 107.22.

### **8.2.2 Pavement Design**

DB Team shall construct and maintain roadway pavements in conformance to *GDOT's Pavement Design Manual* and GDOT policies and procedures. DB Team shall follow the required minimum pavement design provided in Volume 2, Section 11.2.2.

If Pavement Design has not been previously approved by GDOT, then the DB Team shall prepare a pavement design report that confirms or revises the required minimum pavement design provided in Volume 2, Section 11.2.2. The pavement design report shall document the assumptions, considerations, and decisions contributing to the Project's pavement design and meet all requirements of the *GDOT's Pavement Design Manual*.

For roadways adjacent to and crossing the Project that are disturbed by the construction activities of the Project, DB Team shall, at a minimum, match the in-place surface type and structure of the existing roadways. In addition, all new shoulders shall be constructed as full depth shoulders. DB Team shall design all tie-in Work to avoid differential settlement between the existing and new surfaces.

DB Team shall coordinate the design and construction of all cross roads with the Governmental Entity having jurisdiction whether a municipality, county, or GDOT.

### **8.3 Construction**

Materials used to construct the Project shall meet the minimum requirement as specified in GDOT specifications, policies and procedures, guidelines, and Volume 3 Manuals. All materials used to construct the Project shall conform to the requirements of the GDOT Qualified Products List (QPL) or equivalent as approved by GDOT. Testing of materials shall be performed by personnel possessing the requisite GDOT materials certifications.

The DB Team shall be responsible for obtaining and complying with all Governmental Approvals for construction of the Project.

The DB Team shall submit to GDOT for review and acceptance any blasting plan(s). Blasting shall be performed in accordance with State Law, and in accordance with GDOT's specifications, policies and procedures.

#### **8.4 Deliverables**

Deliverables shall include Geotechnical Engineering Reports as described in Section 8.2.1, and pavement design reports as described in Section 8.2.2. All deliverables shall conform to the standards required in the QMP including timely submittal of all documents.

All deliverables shall be presented to GDOT in both hard-copy, and electronic form compatible with GDOT software. All reports shall be signed and sealed by the responsible Registered Professional Engineer. Each report shall be accompanied by documentation that the report has completed all aspects of the QMP including all reviews and acceptances.

## **9 SURVEYING AND MAPPING**

### **9.1 General Requirements**

The DB Team shall provide accurate and consistent land surveying and mapping necessary to support ROW acquisition, design, and construction of the Project. The DB Team is responsible for all surveying responsibilities in accordance with the *GDOT Automated Survey Manual*.

The DB Team shall review existing survey data and determine the requirements for updating or extending the existing survey and mapping data. The DB Team is responsible for the final precision, accuracy, and comprehensiveness of all survey and mapping.

The DB Team shall provide surveying and mapping activities in conformance with GDOT policies, guidelines, and Volume 3 Manuals.

### **9.2 Administrative Requirements**

#### **9.2.1 Property Owner Notification**

The DB Team shall prepare for GDOT review and acceptance a property owner notification letter in accordance with the *GDOT Automated Survey Manual* prior to entering any private property outside the Existing ROW.

### **9.3 Design Requirements**

#### **9.3.1 Units**

All survey Work shall be performed in U.S survey feet. Work shall conform to state plane coordinates.

The combined sea level and scale factor for the Project shall conform to the *GDOT Automated Survey Manual*.

#### **9.3.2 Survey Control Requirements**

The DB Team shall ensure that all surveying conforms to all applicable surveying laws and the *Georgia Professional Land Surveying Practices Act* and shall follow the *General Rules of Procedures and Practices* of the Georgia Board of Professional Engineers and Land Surveying. DB Team shall ensure that any person in charge of the survey is proficient in the technical aspects of surveying, and is a Registered Professional Land Surveyor licensed in the State of Georgia.

The DB Team shall establish all horizontal and vertical primary Project control from approved control provided by GDOT. If the DB Team chooses to use GPS methods,

the DB Team shall meet the guidelines as defined in the *GDOT Automated Survey Manual*.

The DB Team shall establish and maintain additional survey control as needed and final ROW monumentation throughout the duration of the Project.

The DB Team shall tie any additional horizontal and vertical control for the Project to the established primary Project control network.

All survey control points shall be set and/or verified by a Registered Professional Land Surveyor licensed in the State of Georgia.

The DB Team shall establish and maintain a permanent horizontal and vertical primary survey control network. The control network should consist of, at minimum, horizontal deltas coordinated and elevated set in intervisible pairs at spacing of no greater than three (3) miles. Control monuments set by the DB Team shall be installed per the National Geodetic Survey (NGS) guidelines (*National Geodetic Survey July 1996*). The horizontal deltas shall be installed per the *GDOT Automated Survey Manual*. Prior to construction, the DB Team in coordination with GDOT shall provide NOAA no less than a 90-day notification of planned activities that will disturb or destroy any geodetic control monuments. This will provide time to plan for and execute relocation of geodetic monuments. DB Team shall replace all existing horizontal and vertical primary survey control points disturbed or destroyed. DB Team shall make all survey computations and observations necessary to establish the exact position and elevation of all other control points based on the primary survey control.

The DB Team shall deliver to GDOT a survey control package in accordance with the *GDOT Automated Survey Manual*. In addition, DB Team shall deliver to GDOT a revised survey control package when survey monuments or control points are disturbed, destroyed or found to be in error.

### **9.3.3 Conventional Method (Horizontal & Vertical)**

If the DB Team chooses to use conventional methods to establish additional horizontal control, the DB Team shall meet the accuracy of the appropriate level of survey as defined in the *GDOT Automated Survey Manual*.

#### **9.3.3.1 Horizontal Accuracy Requirements for Conventional Surveys**

Horizontal control is to be established (at a minimum) on the Georgia State Plane Coordinate System of 1985[NAD83 or GCS 85].

Upon request by the DB Team, GDOT will compile and provide to DB Team a survey control package of existing GDOT approved survey monumented data in the Project vicinity.

**9.3.3.2 Vertical Accuracy Requirements for Conventional Surveys**

Vertical control shall be established on the North American Vertical Datum of 1988 (NAVD 1988).

**Table 9-1**

	<b>1<sup>st</sup> Order</b>	<b>2<sup>nd</sup> Order</b>	<b>3<sup>rd</sup> Order</b>	<b>Remarks And Formulae</b>
Error of Closure	0.013 feet $\sqrt{M}$	0.026 feet $\sqrt{M}$	0.049 feet $\sqrt{M}$	Loop or between control monuments
Maximum Length of Sight	250 feet	300 feet		With good atmospheric conditions
Difference in Foresight and Backsight Distances	±10 feet	±20 feet	±30 feet	Per instrument set up
Total Difference in Foresight and Backsight Distances	±20 feet per second	±50 feet per second	±70 feet per second	Per total section or loop
Recommended Length of Section or Loop	2.0 miles	3.0 miles	4.0 miles	Maximum distance before closing or in loop
Maximum Recommended Distance Between Benchmarks	2000 feet	2500 feet	3000 feet	Permanent or temporary benchmarks set or observed along the route
Level Rod Reading	± 0.001 foot	± 0.001 foot	± 0.001 foot	
Recommended Instruments and Leveling Rods	Automatic or tilting w/ parallel plate micrometer precise rods	Automatic or tilting w/ optical micrometer precise rods	Automatic or quality spirit standard, quality rod	When two or more level rods are used, they should be identically matched

Principal Uses	Broad area control, subsidence or motion studies jig & tool settings	Broad area control, engineering projects basis for subsequent level work	Small area control, drainage studies, some construction and engineering	
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**9.3.4 Reserved**

### 9.3.5 Right of Way Surveys

The DB Team shall base all surveys on the primary horizontal and vertical control network established for the Project.

#### 9.3.5.1 Accuracy Standard

In performing ROW surveys consisting of boundary locations, the DB Team shall meet the accuracy standards of the appropriate level of survey as defined in the following table.

**Table 9-2: Chart of Tolerances**

	Urban / Rural	Urban Business District	Remarks and Formulae
Error of Closure	1:10,000	1:15,000	Loop or between Control Monuments
Angular Closure	15" $\sqrt{N}$	10" $\sqrt{N}$	$N$ = Number of Angles in Traverse
Accuracy of Bearing in Relation to Source *	20 "	15 "	$\sin \alpha$ = denominator in error of closure divided into 1 (approx.)
Linear Distance Accuracy	0.1 foot per 1,000 feet	0.05 foot per 1,000 feet	$\sin \alpha \times 1000$ (approx.) where $\pm$ = Accuracy of Bearing
Positional Error of any Monument	AC/10,000	AC/15,000	AC = length of any course in traverse
Adjusted Mathematical Closure of Survey (No Less Than)	1:50,000	1:50,000	

\* GDOT policy requires all bearings or angles be based on the following source: Grid bearing of the Georgia Coordinate System of 1985, with the proper zone and epoch specified.

### 9.3.6 Survey Records and Reports

The DB Team may use electronic field books to collect and store raw data. The DB Team shall preserve original raw data and document any changes or corrections made to field data, such as station name, height of instrument, or target. The DB Team shall also preserve raw and corrected field data in hardcopy output forms in a similar manner to conventional field books for preservation.

Field survey data and sketches that cannot be efficiently recorded in the electronic field Volume shall be recorded in a field note Volume and stored with copies of the electronic data.

All field notes shall be recorded in permanently bound books. (Loose leaf field notes will not be allowed.) The DB Team shall deliver copies of any or all field note Volumes to GDOT upon request.

## **9.4 Construction Requirements**

### **9.4.1 Units**

Comply with the Design Requirements in Section 9.3.

### **9.4.2 Construction Surveys**

Comply with the Design Requirements in Section 9.3.

## **9.5 Deliverables**

### **9.5.1 Final ROW Surveying and Mapping**

The documents produced by the Surveyor, or the Surveyor's subcontractors, are the property of GDOT, and release of any such document shall be approved by GDOT.

All topographic mapping created by the DB Team shall be provided to GDOT in digital terrain model format using the software and version thereof being used by GDOT at the time of delivery.

### **9.5.2 ROW Monuments**

Upon completion of the ROW acquisition and all Construction Work, such that the Final ROW Lines will not be disturbed by construction, the DB Team shall set permanent and stable concrete ROW monuments (constructed according to current GDOT specifications) located on the final ROW line at all points of curvature (PCs), points of tangency (PTs), points of intersection (PIs), miters and breaks, points of compound curvature (PCCs), points of reverse curvature (PRCs), and all intersecting crossroad ROW lines. In addition, the DB Team shall set permanent and stable concrete ROW monuments (constructed according to current GDOT specifications) located on all final ROW lines where the distance between such significant ROW line points exceeds fifteen hundred (1,500) feet.

The DB Team shall purchase all materials, supplies, and other items necessary for proper survey monumentation.



## 10 GRADING

### 10.1 General

DB Team shall conduct all Work necessary to meet the requirements of grading, including clearing and grubbing, excavation and embankment, removal of existing buildings, pavement and miscellaneous structures, subgrade preparation and stabilization, dust control, aggregate surfacing and earth shouldering, in accordance with Volume 3 Manuals (Technical Documents).

**Borrow, Stockpile, and Waste Sites:** All Borrow, Stockpile, and Waste Sites for this Project shall be environmentally approved prior to construction activities occurring in them. All common fill or excess material disposed of outside the project right of way shall be placed in either a permitted solid waste facility, a permitted inert waste landfill, or in an engineered fill. See Section 201 of the Standard Specification and Supplements thereto for additional information.

There is no suitable place to bury existing bridge debris within the project's limits. The DB Team shall provide an environmentally approved site to dispose the existing bridge debris at no additional cost to GDOT.

Any features that are abandoned in place, e.g.; parking lots, abandoned pavements, sidewalks, driveways, catch basins, drop inlets, pipes, manholes, curbing, retaining walls, utilities, foundations, paved floors, underground tanks, fences, bridges, buildings, and other incidental structures shall be removed to the following depths:

**Abandon Pavements:** Ensure existing pavement inside the Project Limits no longer being used is obliterated, graded to drain, and grassed.

**Abandon Pipes:** Ensure abandoned pipes that are left in place are grout filled or filled with flowable fill.

**Under Pavements:** Remove to a depth of at least three (3) feet below the finished subgrade elevation.

**Underneath Other Structures:** Remove to at least three (3) feet below the foundations of any proposed structure, including installations such as guard rail posts and utility poles.

**Elsewhere in the Right of Way and easement areas:** Remove as follows: Remove to at least three (3) feet below the finished surface of slopes and shoulders and one (1) foot below natural ground outside construction lines.

Thoroughly crack or break abandoned structures that may impound water. These structures include but are not limited to concrete floors, basements, and catch basins within ten (10) feet of finished grade.

Break floors so that no section greater than ten (10) square feet remains intact.

## **10.2 Preparation within Project Limits**

DB Team shall develop, implement, and maintain, for the Term, a Demolition and Abandonment Plan for all existing structures, features, and utilities as described in 10.1 above (types and sizes) that will be removed, abandoned or partially abandoned during the Term. The plan shall ensure that said structures are structurally sound after the abandonment procedure. The plan should show the locations of all existing features as listed in Section 10.1 that will be abandoned and the plan should show sufficient detail for the abandonment.

GDOT reserves the right to require DB Team, at any time to salvage equipment in an undamaged condition and deliver to a location designated by GDOT within the GDOT District in which the Project is located, any GDOT-owned equipment and materials in an undamaged condition. GDOT shall have first right of refusal to retain any salvage material or equipment. If GDOT decides not to salvage the material or equipment the DB Team may take possession but not reuse for the Project. All material incorporated into the Project shall be new.

The material from structures designated for demolition shall be DB Team's property. All material removed shall be properly disposed of by DB Team outside the limits of the Project.

## **10.3 Slopes and Topsoil**

DB Team shall comply with Volume 3 Manuals regarding design limitations and roadside safety guidelines associated with the design of slopes along roadways. DB Team shall adjust grading to avoid and minimize disturbance to the identified waters of the U.S. DB Teams grading plan shall be in accordance with the approved NEPA/GEPA documents however the DB Team shall secure all associated Governmental Approvals to meet the Released for Construction (RFC) plans.

DB Team shall perform finished grading and place topsoil in all areas suitable for vegetative slope stabilization (and areas outside the limits of grading that are disturbed in the course of the Work) that are not paved.

## **10.4 Deliverables**

### **10.4.1 Released for Construction Documents**

The Demolition and Abandonment plan shall be submitted to GDOT for acceptance no later than one hundred and eighty (180) Days from NTP 1 but must be completed prior to any Construction Phase as specified in Section 23.

## 11 ROADWAYS

### 11.1 General Requirements

The objectives of the Project include the provision of a safe, reliable, cost-effective, and aesthetically-pleasing corridor for the traveling public. The requirements contained in this Section 11 provide the framework for the design and construction of the roadway improvements to help attain the project objectives.

DB Team shall coordinate their roadway design, construction, maintenance, and operation with all other Work planned or under construction by GDOT and/or Governmental Entity.

Whenever DB Team receives a design request from an adjacent property owner, DB Team shall, within thirty (30) Days of the request, produce a report to GDOT identifying the nature of the request, the financial consequences to GDOT of compliance (if any), DB Team's assessment of the feasibility of compliance, any Change Requests from the Technical Provisions that would be required and any potential risks to GDOT that may arise from implementation of the design request such as environmental and permitting risks. Where DB Team determines that there are no financial consequences to GDOT, time impacts to the Project and Change Request from the Technical Provisions, and provided that GDOT raises no objection within thirty (30) Days of DB Team's report, DB Team may proceed with the implementation of the design request at its option and shall advise GDOT in writing of its decision.

No open cutting (removal of pavement to construct, repair, or relocate utilities/drainage structures or for any purposes that cause a full depth cut of existing pavement and removal of any subgrade beneath) of the Travel Lane pavements or ramp pavements shall be allowed without prior acceptance of GDOT. Any pavement that is open cut as described in this paragraph shall be repaired in kind prior to the Travel Lane or ramp being opened to traffic.

The stockpiling of materials may be permitted on a case by case basis provided that participation is based on the appropriate value of approved specification materials delivered by the DB Team to the project site, or other designated location in the vicinity of the project and the terms and conditions below. Stockpiled materials that may qualify for material allowances include materials that are not readily available, can be easily identified and secured for this project, and, can be stockpiled for long periods without detriment. The procedure identified in GDOT Supplement Specifications 109.07.B shall be used to process a Material Allowance Request. Other provisions include:

- Stockpiles will be constructed in conformity with the provisions in the current GDOT Standard Specifications. Appropriate erosion control measures will be placed and maintained, and the site will be restored to its original condition. the DB Team will provide satisfactory evidence of insurance against loss by damage or disappearance,

- The stockpiled material is stored in such a manner that security and inventory can be maintained, and the DB Team is responsible for any costs of storage of said materials.
- The material is supported by a paid invoice or receipt for delivery, with the DB Team to furnish the paid invoice within a reasonable time after receiving payment.
- The material conforms with the requirements of the plans and specifications,
- Any damage to material due to the delay in incorporation of the material into the Final Plans , shall be at the risk of the DB Team, and
- The quantity of material does not exceed the quantity required by the project, nor does the value exceed the appropriate portion of the contract item in which the material is to be incorporated.

## **11.2 Design Requirements**

The design of the Project shall be in accordance with the NEPA/GEPA Approvals and Volume 3 Manuals (Technical Documents) and the DB Documents.

DB Team shall coordinate its roadway design with the design of all other components of the Project. The Project roadways shall be designed to integrate with streets and roadways that are adjacent or connecting to the Project.

The Project roadways shall be designed to incorporate roadway appurtenances, including, but not limited to fences, noise attenuators, barriers, and hazard protection as necessary to promote safety and to mitigate visual and noise impacts on neighboring properties. Fence type shall be replaced in accordance with GDOT Construction Standards and Details. Should the existing type of fence not match the type provided in the GDOT Construction Standards and Details, the type of proposed fence shall be accepted by GDOT.

The DB Team shall design and construct any and all proposed intersection reconstruction or rehabilitation to meet the requirements of the NEPA/GEPA Approvals and Volume 3 Manuals (Technical Documents).

### Vibration Control

The DB Team is responsible for any and all vibration related damages to existing structures or other facilities located in the vicinity of construction related activities. Where vibration-inducing construction activities are to be performed in the vicinity of existing properties, structures, utilities, or other facilities, the DB Team shall evaluate potential impacts and develop a Vibration Control Plan for GDOT review and acceptance. The plan shall include certain triggers of action to ensure no damage to existing structures occurs as well as a means to resolve public concerns for the vibration at any level. Additional requirements for the Vibration Control Plan are as follows:

1. Use attenuation relationships published by applicable governmental agencies and/or applicable equipment manufacturers to estimate the zones within which vibrations caused by the Project may impact existing properties and facilities.
2. Within the zone of potential vibration impacts, conduct site reconnaissance of properties during site investigations to determine the sensitivity of each structure/facility to vibrations.
3. List all properties that may be adversely affected by vibrations.
4. Conduct a preconstruction survey of each structure determined to be susceptible to vibrations.
5. Provide the GDOT with recommendations to mitigate that may be adversely affected by vibrations.
6. Use the vibration monitoring records to develop attenuation curves for predicting vibrations at varying distances from the source.

The DB Team shall adjust operations immediately if the threshold readings above are exceeded.

### Blasting

Follow GDOT Standard Specification 107.12

### Control of Access

DB Team shall maintain all existing property accesses, including those not shown on the schematic, and shall not revise control of access without GDOT review and the written agreement of the affected property owner. Access control shall be in conformance with the GDOT *Regulations for Driveway and Encroachment Control*.

#### **11.2.1 Typical Section(s) and Pavement Design**

*Refer to volume 2.*

#### **11.2.2 Additional Roadway Design Requirements**

DB Team shall coordinate, design and construct the improvements on crossing streets in accordance with the Governmental Entity having jurisdiction of said roadway. All roadside safety devices used on the Project shall meet current crash test and other safety requirements that meet or exceed current GDOT requirements. GDOT does not allow longitudinal pavement joints in the wheel path of the traveling public unless otherwise accepted by GDOT.

When designing and constructing hardscape elements at intersections, at a minimum, DB Team shall use colored textured concrete in all raised medians. Monolithic concrete medians will not be accepted. Stamped concrete may only be used only where local communities agree to maintain them, and it meets the requirements in GDOT specifications, policies, procedures and Volume 3 Manuals (Technical Documents).

Concrete paving shall be used in hard to reach mowing areas or under structures (such as, but not limited to, areas near or next to or between guard fence posts, sign posts, bent columns, next to retaining walls, freeway ramp gores, paved ditches, flumes, ditch inlets, etc.) to improve roadway appearance.

When guardrail is required on interstates, freeways, and other 4-lane roadways, shoulder paving shall be extended beyond the usable paved shoulder to conform to GDOT Standards and Details.

When construction impacts existing cable barrier that will remain in place, new end terminals shall be installed as required to ensure cable barrier remains in operation at all times. If existing cable barrier cannot remain in operation during construction, temporary concrete barrier shall be installed in the same general location as the existing cable barrier for the full length impacted, including approaches.

### **11.2.3 Allowable Design Exception(s)/Variance(s)**

*Refer to volume 2.*

### **11.2.4 Visual Quality**

When lighting is required, DB Team shall provide luminaries of equal height along the roadway.

### **11.2.5 Permanent Lighting**

The DB Team shall design the lighting of the Project in accordance with Volume 3 Manuals (Technical Provisions), the DB Documents, and at a minimum shall match the existing lighting illumination of the adjacent General Purpose lanes. The DB Team shall also make all necessary enhancements or changes to the existing General Purpose Lanes lighting system to maintain the existing illumination if diminished by the Project.

DB Team shall install mechanical copper wire theft deterrent devices in all Project electrical conduits supplying power to the Project. The theft deterrent devices typically consist of a rubber stopper mechanical device that compress against the electrical wiring and prevents the wires from being easily pulled through the conduits. DB Team shall also install electrical pull box lids that contain locking mechanisms that works with the use of cams to prevent unauthorized access.

DB Team shall prepare lighting studies that consider illumination levels, uniformity, and sources for the roadways, interchanges, and special areas including local roadway intersections. DB Team shall maintain an average horizontal luminance on the roadways that provided consistent illumination.

All third-party requests for lighting within the Project Site shall be subject to GDOT acceptance.

DB Team shall provide an average to minimum uniformity ratio per AASHTO's *Standard Specifications for Structural Supports for Highway Signs, Luminaire, and Traffic Signals*, the Illuminating Engineering Society of North America (IESNA) *RP-8-14 Recommended Practice for Roadway Lighting. Traveled Roadways* and the *Roadway Lighting Design Guide* for tolled lanes, general use lanes, High Occupancy Vehicle (HOV) lanes, auxiliary lanes, ramps, frontage roads, and ramp terminal intersections with cross streets.

DB Team shall design the lighting system to minimize or eliminate illumination of areas outside the Existing ROW. Luminaires shall be, at a minimum, high pressure sodium and be in accordance with GDOT's Qualified Products List (QPL). Neither mercury vapor nor metal halide is allowed. Other energy efficient lighting technology will be considered by GDOT with acceptance, such as light emitting diodes (LED) or Induction luminaries.

DB Team shall design and construct the lighting system in a manner that will reduce and/or discourage vandalism.

Luminaire poles and breakaway bases shall be designed in accordance with AASHTO's *Standard Specifications for Structural Supports for Highway Signs, Luminaire, and Traffic Signals*. The DB Team shall install breakaway wiring connectors when using luminaire poles and breakaway bases. For all poles located within the clear zone of the roadways, DB Team's design shall incorporate breakaway devices that are pre-qualified by GDOT. Appropriate safety measures shall be used if DB Team does not use luminaire poles and breakaway bases. Luminaire poles and breakaway bases shall not be used when mounted on side barriers, median barriers or bridge structures.

DB Team shall place all understructure lighting in a configuration that minimizes the need for lane closures during maintenance.

DB Team shall determine and design appropriate foundation types and lengths for permanent lighting structures. GDOT requires consistent footing designs and has a minimum footing size criteria as follows:

<b>Height of Pole in feet</b>	<b>Diameter by depth of footing in</b>
Less than or equal to 40'	2' by 6'
40' to 50'	3' by 7'
50' to 60'	3' by 9'
High Mast min - 100' or greater	4' by 20'
NOTE: Poles for barrier mounted have a minimum of 2' by 4' base	

DB Team shall not place ITS cable, fiber-optic lines, signal conductors, or any other non-lighting related cables or conductors in the lighting conduit, ground boxes, or junction boxes.

Top latch mechanisms shall be used on all high mast lighting towers.

DB Team shall minimize the potential hazards of lighting poles through the careful consideration of mounting options and pole placements, including the following options:

- Placing mast arms on traffic signal poles
- Placing pole bases on existing or proposed concrete traffic barrier
- Placing poles behind existing or proposed concrete traffic barrier, guardrail or cable barrier
- Placing high mast lighting outside the clear zone, especially in roadway horizontal curves

DB Team shall ensure that lighting structures comply with Federal Aviation Administration (FAA) height restrictions within two miles airport facilities. In the event that proposed or existing luminaries, mast arms, or poles infringe into an airport's or heliport's base surface, DB Team shall coordinate with the FAA and GDOT to permit or relocate such structures. If FAA restrictions prohibit lighting structures from being placed in certain areas near an airport Project, DB Team shall find alternative ways of providing the required level of lighting.

DB Team shall coordinate with the Utility Owner(s) and ensure power service is initiated and maintained for permanent lighting systems. Where the Work impacts existing lighting, DB Team shall maintain the existing lighting as temporary lighting during construction and restore or replace prior to Substantial Completion.

DB Team shall place all bore pits safely away from traffic, provide positive barrier protection, and provide necessary signs to warn of the construction area.

DB Team shall contact Utility Owners regarding their specific required working clearance requirements.

DB Team shall ensure that roadway lighting is provided for the safety of vehicles and pedestrians as they approach local intersections.

DB Team shall affix an identification decal on each luminaire, ground box, and electrical service for inventory purposes and shall submit inventory information to GDOT in a GDOT-compatible format. This identification shall denote that these are property of GDOT and shall provide a contact phone number and address in the event of Emergency.

### **11.2.6 Related Transportation Facilities**

DB Team shall design and construct all new roadway and bridges to accommodate the planned expansions or updates of Related Transportation Facilities as designated in the current transportation master plans found in Volume 2.

## **11.3 Deliverables**



The DB Team shall provide the Submittals as required in Section 23 and in the DB Documents.

## 12 DRAINAGE

### 12.1 General Requirements

Effective performance of the Drainage System is an integral part of the success of the Project. All stormwater runoff that flows through the Project, whether originating within or outside the Project, must be accounted for in the design of the Drainage System. All existing and proposed riverine/tidal bridges, storm-water conveyances (open-channel and closed-conduit), inlets and stormwater management such as detention/retention ponds are included as part of the Drainage System.

The design of the Project shall be in accordance with Volume 3 Manuals (Technical Documents) and the requirements of the DB Documents and Government Approvals.

The Drainage System shall meet the following requirements:

- The analysis, design, and construction of all components of the Drainage System shall address the interim conditions during construction of the Project and the Final Plans; and
- The System shall have adequate capacity to convey all storm water through the Project without any adverse impacts to upstream and/or downstream adjacent properties.

### 12.2 Administrative Requirements

#### 12.2.1 Data Collection

The DB Team shall collect all necessary data, including those components outlined in this Section 12.2.1, to establish a Drainage System that complies with the requirements and accommodates the historical hydrologic flows within the Project limits.

The DB Team shall collect all available data identifying storm-water runoff obligations, including:

- Water quality regulations as imposed by local, State and federal governments;
- National Wetland Inventory and any other wetland/protected waters inventories;
- Any local floodplain ordinances in effective Federal Emergency Management Agency (FEMA) floodplains;
- Any restrictions on discharging storm water to environmentally sensitive areas, navigable waters or coastal zones; and
- Official documents concerning the Project, such as the NEPA/GEPA document and any other drainage or environmental studies.

The DB Team shall determine any storm water runoff issues that may include areas with historically inadequate drainage (evidence of flooding or citizen complaints of flooding), maintenance problems associated with drainage, and areas known to contain Hazardous Materials. The DB Team shall identify watershed boundaries, protected

waters, areas classified as wetlands, floodplains, and boundaries between regulatory agencies (e.g., watershed districts and watershed management organizations).

The DB Team shall acquire all applicable municipal drainage plans, watershed management plans, coastal zone management plans and records of citizen concerns. The DB Team shall acquire all pertinent existing storm drain plans, bridge hydraulic studies and/or survey data, including data for all culverts, drainage systems, storm sewer systems, and bridge sites within the Project limits. The DB Team shall also identify existing drainage areas and calculate the estimated runoff to the highway drainage system. .

The DB Team shall obtain photogrammetric and/or geographic information system (GIS) data for the Project limits that depicts any impaired waters as listed by the Environmental Protection Division (EPD) for Georgia Department of Natural Resources (DNR). The DB Team shall conduct surveys for information not available from other sources.

If documentation is not available for certain components of the existing drainage system within the Project limits and these Components are scheduled to remain in place, The DB Team shall investigate and videotape or photograph these components to determine condition, size, material, location, and other pertinent information.

The data collected shall be taken into account in the Final Plans of the drainage facilities.

### **12.2.2 Coordination with Other Agencies**

The DB Team shall coordinate all stormwater runoff issues with affected interested parties and regulatory agencies, including but not limited to EPD, USACE, and USFWS. The DB Team shall document any resolutions of stormwater runoff issues.

## **12.3 Design Requirements**

The DB Team shall upgrade all substandard drainage facilities within the Construction Maintenance Project Limits of the Project that are proposed to be utilized or impacted by the design and construction of the Project. A substandard drainage facility is any component of the stormwater drainage system that the existing structural condition per Section 13 (Structures) and/or design flow capacity per this Section 12 (Drainage) is not adequate to carry the additional stormwater generated from by the Project. The design of drainage systems shall include reconfiguration of the existing drainage systems within the Project limits and design of new storm drainage systems as required per the performance requirements, defined in this Section 12.

Damage to existing infrastructure due to the DB Team's operation shall be immediately repaired to maintain existing system capacity at all times. This permanent repair shall be at the DB Team's expense.

The DB Team shall provide facilities compatible with the existing drainage system and all applicable municipal drainage plans or accepted systems in adjacent properties. The DB Team shall preserve existing drainage patterns wherever possible.

The DB Team may utilize the existing drainage facilities, provided overall drainage requirements for the Project are achieved. Modifications of existing systems to create in-line/buried/subsurface/underground detention of storm-water runoff storage shall not be allowed. The use of blind junctions and/or non-accessible structures shall not be allowed unless otherwise approved in writing by GDOT. The DB Team shall not install and/or utilize longitudinal storm sewer pipe under travel lanes unless otherwise approved in writing by GDOT. If no modification or upgrading of the existing GDOT stormwater system is required, the DB Team shall at a minimum maintain the existing system. This maintenance includes but is not limited to silt removal of any pipe, ditch or structure and removal of any debris prior to the use of any existing GDOT stormwater system. This maintenance shall be at the DB Team's expense.

The DB Team shall base its Final Plans on design computations and risk assessments for all aspects of Project drainage.

The DB Team shall design channels and ditches such that erosion within and downstream of the channels and ditches is minimized. Roadside and median channel design should be based on the 10 year design storm event for interstate systems and full access controlled roadways. The design high water elevations should be at least 6" below the roadway's normal shoulder break point. The travel lane should not be encroached upon during the 50 year design storm event. On depressed roadways/sections, at low points and sag locations/areas/points, all median drains should be designed such that the 25 year design storm event will not reach the bottom of the pavement structure. A 50 year design storm event should be used for ditches and channels at low points where flow must escape through an inlet. This requirement does not apply to roadways where water can escape over a curb, roadway, etc. into another channel. If these requirements are not achievable with a channel, the DB Team may design an open concrete-lined conveyance limiting ponding per Section 12.3.2.3, Gutter Spread/Ponding.

The DB Team shall coordinate with FEMA and/or the appropriate local community regarding any impacts to regulatory floodways and floodplains. In the event a Conditional Letter of Map Revision (CLOMR) is required, local community approval and the subsequent submission to FEMA shall occur as early in the Project timeline as possible. The DB Team shall allow up to one (1) year in the schedule for FEMA approval of any require CLOMR review.

The DB Team shall design the Project to follow FEMA regulations in FEMA regulated floodplains. This design may include but is not limited to bridge structures over streams, bridge(s) or bottomless culverts over streams, increasing the tie slope and/or utilizing retaining walls to reduce fill in the floodplain.

All areas of the Project shall comply with the stormwater management requirements contained in the GDOT Drainage Manual.

Flood damage potential for the completed Project shall not exceed pre-Project conditions.

### 12.3.1 Surface Hydrology

#### 12.3.1.1 Design Frequencies

The DB Team shall use the design frequencies listed in Table 12-1 below and comply with [Code of Federal Regulations \(CFR\) Part 650-Bridges, Structures, and Hydraulics](#).

**Table 12-1: Drainage Design Frequencies**

Functional Classification and Structure Type		Design Year					Check		
		2	5	10	25	50	100		
Cross Drains and Culverts	Interstates and State Routes						X	X	
	Not designated as State Routes (ADT)	0-99		X					
		100-399			X				
		400-1500				X			
		Over 1500					X		
Median Drains and Inlets				X					
Side Drains					X				
Ditches					X				
Channels in depressed areas that flow must escape through an inlet						X			
Closed Systems (includes all components: inlets, drains/pipes, junctions, etc.)				X					

Functional Classification and Structure Type	Design Year				Check
Temporary Pipes and Inlets			X		
Erosion Control	See Manual for Erosion and Sediment Control in Georgia				

### 12.3.1.2 Hydrologic Analysis

The DB Team shall design the drainage system to accommodate the Project drainage areas. These areas may extend outside of the Project Limits.

The DB Team shall perform hydrologic analyses for the design of drainage features during the staging of construction and for the Final Plans for the Project according to the GDOT Drainage Manual.

### 12.3.2 Storm Sewer Systems

Where precluded from handling runoff with open channels or ditches, the DB Team shall design enclosed storm sewer systems to collect and convey runoff to appropriate discharge points.

The DB Team shall prepare a storm sewer drainage report encompassing all storm sewer systems that contains, at a minimum, the following:

- Drainage area maps with each storm drain inlet and its pertinent data, such as delineated drainage area, topographic contours, runoff coefficients/design curve numbers, times of concentration, land uses, discharges, velocities and headwater elevations;
- Detailed tabulation of all existing and proposed storm drains. This includes but may not be limited to conveyance size and class or gauge; catch basin spacing/location and detailed structure designs;
- Specifications for the pipe bedding material and structural pipe backfill on all proposed pipes and pipe material alternates; and
- Storm drain profiles, including pipe size, length, type, height of fill, class/gauge, gradient and design hydraulic grade line (HGL); and numbered drainage structures with station offsets from the roadway alignment and elevations.

#### Pipes

Storm drains shall be designed with design flow velocities greater than or equal to three (3) feet per second (fps) or slopes greater than or equal to 0.0100 ft/ft to prevent sedimentation in the pipe. Storm drains shall be designed to prevent surcharging of the system at the flow rate for the design year event.

All travel bearing storm drains shall be reinforced concrete unless accepted otherwise by GDOT prior to installation. The DB Team shall adhere to the approved Geotechnical Engineering Report and ensure appropriate materials are used pursuant to Section 8.

Minimum pipe inside diameter shall be eighteen (18) inches for all new installations. GDOT acceptance shall be required for all existing pipes proposed to remain or to be replaced with a diameter less than eighteen (18) inches.

The maximum spacing for clean-out points (inlets and access holes) shall be four hundred (400) feet for less than or equal to thirty six (36) inch diameter pipe sizes and six hundred (600) feet for pipe sizes greater than thirty six (36) inch. Existing pipe systems not meeting this requirement that are not being impacted by the construction of the Project may remain. If an existing system is being impacted it shall be upgraded to meet the requirements of this Section 12.

Some existing culverts and storm drains were designed with a “step down” structural capacity. This step down design for reduced structural capacity occurs in the dead load zone of the fill slopes. Where there is “step down”, the section of culvert/storm drain within the dead load influence has less structural capacity than the section of culvert/storm drain within the live and dead load influences. For the Project, the DB Team shall design all stormwater conveyances to accommodate all live and dead loads from the existing and proposed roadway system.

#### **12.3.2.1 Municipal Separate Storm Sewer System (MS4)**

The DB Team shall follow GDOT’s Storm Water Management Program (SWMP) designed to reduce the discharge of pollutants from GDOT’s MS4 in order to protect water quality and to satisfy water quality requirements of the GDOT Statewide MS4 Permit. The DB Team shall be directly responsible for the following:

- Illicit Discharge Detection and Elimination as found in the Stormwater System Inspection and Maintenance Manual on the SharePoint site;
- Construction Site Storm Water Runoff Control;
- Post-Construction Storm Water Management in New Development and Redevelopment; and
- Pollution Prevention/Good Housekeeping for Municipal Operations as found in the Facilities Stormwater Pollution Prevention Plan on the SharePoint Site.

Thirty (30) Days prior to the end of each reporting period as required in GDOT’s Statewide MS4 Permit, the MS4 Permit, the DB Team shall provide to GDOT annual report data covering the portion of GDOT’s MS4 within the Project Limits.

The DB Team shall:

- Attend a GDOT/EPD approved training program to educate contractors and employees conducting activities that may impact stormwater runoff.

- For existing conditions, provide GIS data of the existing storm sewer system and all ditches within ROW prior to the start of any Construction Phase. This GIS data shall comply with GDOT’s Supplemental Specification 156;
- Mark all proposed storm drain access covers within the Project Limits with a GDOT approved medallion educating the public to the destination of the storm drain contents;
- Provide as-built GIS data of the entire storm drain system within ROW;
- Clean the existing drainage system sufficiently enough to allow for the proper detailed inspection of the system within the Project Limits and as required in Section 19 for any proposed stormwater systems;
- Inspect outfalls for illicit discharges according to GDOT’s Illicit Discharge Detection and Elimination Plan while mapping the storm sewer system within ROW. This inspection shall identify any dry weather flows and determine if these flows are from an illicit discharge. Documentation of the outfall inspections conducted each year shall be submitted to GDOT for inclusion in the annual report;
- Trace and eliminate any identified illicit discharges according to GDOT’s Illicit Discharge Detection and Elimination Plan that are found to originate within the Project Limits. Report to GDOT all other identified illicit discharges; and
- Report to GDOT all other identified illicit discharges.

#### **12.3.2.2 Gutter Spread/Ponding**

The DB Team shall design pavement drainage systems, in both staging of construction and the entire project, to limit ponding to the widths listed below for the design frequency event:

- For all interstate highways and all roads other than interstates with design speeds of greater than 45 mph; ponding shall be confined within the shoulder. In no event shall any ponding occur in an interstate travel lane;
- For all roads other than interstates with design speeds of 45 mph or less, ponding shall be confined to within half (½) lane adjacent to the gutter/shoulder and the gutter/shoulder; and
- For all bridge decks, ponding shall be limited according to Section 13.2.2 Design Spread and Frequency in the Drainage Manual.

Note: Bicycle lanes are considered part of the shoulder.

Concentrated Stormwater shall not be allowed/released to flow across any travel lane within the Project. The term “shallow-concentrated” shall be synonymous with “concentrated” with respect to flows across travel lanes. Only sheet flow shall be allowed to flow across travel lanes.

#### **12.3.3 Hydraulic Structures (Culverts/Bridges)**



The DB Team shall analyze existing and proposed culverts and bridges impacted, replaced, or created by the Project design, for any flooding problems.

For all culverts, the DB Team shall determine the maximum allowable headwater depth (HW<sub>d</sub>) for the design-year storm per the GDOT Drainage Manual and based on items such as potential damage or loss of use to adjacent property, the culvert, roadway, stream and/or floodplain, as well as traffic interruption or hazard to human life.

All hydraulic computations, designs, and recommendations shall be consistent with past studies and projects in the area performed by local, State or federal agencies.

Where hydraulic design is influenced by upstream storage and/or tidal surges, the analysis of the storage and/or the tidal surges shall be considered in the design of the structure.

Bridge culverts shall have a minimum rise dimension of four (4) feet.

Fish passage shall be considered for every crossing over a perennial stream. Under the Regional Permit: fish passage is satisfied by a bridge, bottomless culvert, or embedded culvert.

#### **12.3.3.1 Method Used to Estimate Flows**

The DB Team shall ensure that the selected hydrologic method is appropriate for the watershed conditions.

As appropriate, the DB Team shall utilize flow information within FEMA Flood Insurance Studies (FIS) and any subsequent Letters of Map Revision (LOMR).

The DB Team should use published flow records, when available. This data is typically only collected on large stream channels, and therefore, this approach to defining design discharge is more commonly used for bridge and large culvert projects. A minimum record of ten (10) years should be used to provide a reasonable statistical base. This flow data may be gathered from a variety of agencies, such as the U.S. Geological Survey (USGS). Statistical analysis and probability techniques may be used to estimate the flood peak flow rates for the gauged site and for nearby sites on the same stream.

Peak annual stream flows are measured for many streams, primarily the streams with the largest drainage areas or with strategic locations. In instances where peak stream flow information is available, it can be statistically characterized and fit to a frequency distribution to estimate peak flow rates for floods with specific recurrence intervals. “*Guidelines for Determining Flood Flow Frequency*” establishes the Log-Pearson Type III frequency distribution as the base Statistical method to analyze an annual series of flood peaks. Manual computation, computer programs (such as Hydraulic Engineering Circular – Flood Frequency Analysis (HEC-FFA)), or websites such as <http://pubs.usgs.gov/sir/2009/5043/> can be used to complete these calculations of peak flow rates.

For crossings not located within a FEMA FIS or on a gauged waterway, the DB Team shall utilize the required method for calculating the design flows according to the GDOT Drainage Manual.

#### **12.3.3.2 Design Frequency**

Culverts and storm drain systems shall be designed for the design-year frequency corresponding to the functional classification of the associated roadway, (see Table 12-1). Bridges shall be designed for the fifty (50) and one hundred (100)-year frequencies.

#### **12.3.3.3 Hydraulic Analysis**

The DB Team shall evaluate bridge(s) for contraction and pier scour concerns and shall design for scour protection in accordance with the GDOT Drainage Manual.

The DB Team shall design riprap at abutments in accordance with the procedures outlined in HEC-23. For bridge abutments in urban areas, the DB Team shall install protection in accordance with Section 15 Landscape and Hardscape Enhancements.

#### **12.3.3.4 Riverine Bridge/ Bridge Culvert Design**

For existing bridges, the DB Team shall analyze each structure with the proposed flows to ensure it provides the required freeboard per the GDOT Drainage Manual. If this requirement is not met, the DB Team shall design and construct a replacement structure with sufficient capacity to pass the Design Storm Event flows while providing the required freeboard.

For existing bridge culverts, the DB Team shall analyze each structure with the proposed flows to ensure the headwater does not exceed that of the allowable headwater per the GDOT Drainage Manual. If this requirement is not met, the DB Team shall design and construct a replacement structure with sufficient capacity to pass the proposed Design Storm Event with a resulting headwater depth of no greater than the  $HW_d$ .

Bridge/bridge culvert design shall maintain the existing channel morphology through the structure, if possible.

#### **12.3.3.5 Bridge Deck Drainage**

Runoff from bridge decks shall be carried off the bridge and into the adjacent roadway drainage system. The roadway drainage design shall include bridge approach drains to intercept gutter/shoulder flow at each end of the bridge. Stormwater flowing toward the bridge shall be intercepted upstream of the bridge.

Open deck drains are not permissible for bridges passing over environmentally sensitive areas, roadways or railroads. In these situations, if ponding will exceed width limits,

runoff shall be collected in inlets and conveyed in a closed deck drain system before discharging outside of these areas.

### **12.3.3.6 Drainage Report for Major Stream Crossings**

The DB Team shall prepare a Hydraulic report or H&H Study and any other required documentation for each major stream crossing per the GDOT – Manual on Drainage Design for Highways and any Environmental Commitments identified in the NEPA/GEPA Approval. Additional documentation may include but not be limited to the preparation and submittal of any CLOMR or LOMR required for community and/or FEMA coordination. The H&H Study shall further include the detailed calculations and electronic and printed copies of the computer software input and output files, as well as a discussion about hydrologic and hydraulic analysis and reasons for the design recommendations. At a minimum, for each crossing the H&H Study shall include:

#### Hydrology

- Drainage area maps with watershed characteristics (hardcopy);
- Hydrologic calculations (where computer software is used, both hardcopy report and electronic input and output files on a disc); and
- Historical or site data used to review computed flows.

#### Hydraulics and Recommended Waterway Opening and/or Structure

- Photographs of Site (pre- and post-construction)
- General plan, profile, and elevation of recommended waterway opening and/or structure
- Calculations – include a hardcopy report of output, in addition to electronic input and output files for all computer models used for final analysis or for permit request(s), as well as a summary of the basis of the models
- Cross-sections of waterway (a hard copy plot, plus any electronic data used); and
- Channel profiles.

#### Scour Analysis

- Channel cross-sections at bridge(s) showing predicted scour depths
- Calculations and summary of the calculations table, clearly showing predicted scour and assumptions regarding bridge opening and piers (dimensions, shape, etc.) used to calculate predicted scour;
- Discussion of the potential for long-term degradation/aggradations and effects; and
- Recommendation(s) for abutment protection (type, size, dimensions, etc.).

These H&H Studies shall constitute a section in the Drainage Design Report.

Major stream crossings are waterways either listed in a FEMA Flood Insurance Study or requiring a bridge or Major Culvert structure. Otherwise, the waterway is a minor stream crossing.

## **12.4 Construction Requirements**

The DB Team shall design the drainage system to accommodate construction staging. The design shall include temporary erosion control, sediment basins and other Best Management Practices needed to satisfy the NPDES and other regulatory requirements. All environmental approval commitments related to drainage design and erosion control shall be included as “notes” on the plans for each stage of construction.

The DB Team shall obtain GDOT acceptance during the Design-Build Period to utilize any existing stormwater system (any and all pipe, structure, ditch, detention/retention system or any other component necessary for the conveyance of stormwater) outside the Project Limits. Maintenance responsibility and costs shall be as follows during the Design-Build Period:

- Initial costs to reconstruct or upgrade the substandard drainage facility(ies) outside of the Project Limits, shall be at the sole cost of the DB Team. Rehabilitation of substandard drainage facilities may be considered. The rehabilitation must meet the useful life as if the substandard drainage system structure was replaced as new;
- Any stormwater system accepted by GDOT and constructed for the sole purpose of the Project outside the Project Limits shall be maintained by the DB Team at the DB Team’s sole expense;
- The DB Team, at the DB Team’s expense, shall be responsible for maintenance work and restoration of the existing system to its original intended purpose for any accepted existing stormwater system whether used jointly by the DB Team and GDOT or for the DB Teams sole use;and
- Maintenance work includes but is not limited to silt removal of any pipe, ditch, or structure, removal of debris prior to the use of any existing GDOT stormwater system at the DB Team’s expense.

## **12.5 Deliverables**

The DB Team shall submit to GDOT for review and acceptance, a Drainage Design Report per the accepted Construction Phasing Plan, which shall be a complete documentation of all components of the Project’s drainage system. At a minimum, the report shall include:

- A set of all drainage computations, both hydrologic and hydraulic, with all support data;
- Hydraulic notes, models, and tabulations;

Bridge and culvert designs and Hydraulic reports (each riverine bridge layouts/designs shall be submitted at the same time as their corresponding H&H Study);

- Pond designs, including graphic display of treatment areas and maintenance guidelines for operation;
- A correspondence file;
- Drainage system data (location, type, material, size, and other pertinent information) in a suitable electronic format such as GIS;
- A post-Construction Stormwater Report with a post-Construction BMP Infeasibility Report as applicable; and
- Storm sewer drainage reports (if applicable) including Temporary and Final drainage system layout with staged erosion control BMP location details.

## 13 STRUCTURES

### 13.1 General Requirements

The structural Elements of the Project, including bridges, culverts, drainage structures, signage supports, illumination assemblies, traffic signals, retaining walls, and sound barrier, shall be designed and constructed in conformance with the requirements of the DB Documents, in order to provide the general public a safe, reliable, and aesthetically-pleasing facility.

DB Team shall prepare a detailed plan for such Elements constructed on the Project with recommended design and construction. The design of the Project shall be in accordance with Volume 3 Manuals (Technical Documents) and the requirements of the DB Documents.

### 13.2 Design Requirements

#### 13.2.1 Design Parameters

DB Team shall ensure that bridges crossing over waterways are designed in accordance with Section 12 and the DB Documents.

The DB Team shall design and construct all new bridge structures to accommodate any planned expansions or updates of each facility by its respective Governmental Entity or GDOT as designated in their respective current transportation master plans. The current transportation master plans can be found in Section 11 of Volume 2. For the purpose of the Technical Provisions, superstructure is the portion of the bridge above and including the bearings and the substructure is the remaining portion of the bridge below the superstructure.

Longitudinal expansion joints shall not be placed in the travel lane.

DB Team may use GDOT Construction Standards and Details on the Project without updating to meet LRFD requirements. If DB Team chooses to modify any of the standards and details, the design shall be updated to meet LRFD requirements.

Unless otherwise noted, design and detailing for all structural elements to be constructed or rehabilitated, and incorporated within the Project (not including future replacement structures) shall be based on the Load Resistance Factor Design (LRFD) methodology using the GDOT Bridge and Structures Design Manual (GDOT Bridge Manual) as the primary reference. The AASHTO LRFD Bridge Design Specifications, 6th Edition 2012 (AASHTO LRFD Specifications) shall be used in conjunction with GDOT Bridge Manual. Where AASHTO LRFD Specifications and GDOT Bridge Manual requirements contradict or conflict with one another, the GDOT Bridge Manual requirements shall take precedence.

### **Vertical Clearances**

New bridges constructed over the interstate shall provide a minimum vertical clearance of seventeen (17) feet (new box girder bridges shall be seventeen (17) feet six (6) inches). Straddle bent substructure elements over the interstate shall provide a minimum vertical clearance of seventeen (17) feet six (6) inches. New bridges constructed over other roads such as State, Rural Secondary and Urban Routes, as defined by the GDOT Design Policy Manual shall provide a minimum vertical clearance of sixteen (16) feet nine (9) inches.

### **Bridge Design Live Loads and Load Ratings**

All new or widened bridges must be designed to carry an HL-93 vehicle live load. The DB Team is responsible to ensure that the Final Plans of each bridge meet the load rating requirements for the design vehicle as well as all current state legal live loads. GDOT will perform a load rating as part of the final review for each bridge design. Load ratings will be performed according to the current GDOT policy and practices.

### **Seismic Design**

Bridges shall be designed in accordance with the seismic design guidelines in the GDOT LRFD Bridge and Structures Manual as well as the AASHTO LRFD Bridge Design Specifications 6<sup>th</sup> Edition.

### **Fatigue Design**

Fatigue design shall be in accordance with the GDOT LRFD Bridge and Structures Manual as well as the AASHTO LRFD Bridge Design Specifications 6<sup>th</sup> Edition.

## **13.2.2 Bridge Decks and Superstructures**

Timber bridges, masonry bridges, unpainted weathering steel and structural plate arches will not be permitted. Bridges shall not use intermediate hinges.

DB Team shall minimize the number of deck joints wherever possible. DB Team shall locate joints to provide for maintenance accessibility and future replacement.

To the extent possible, DB Team shall make bridge superstructures, joints, and bearings accessible for long-term inspection and maintenance. DB Team shall make open-framed superstructures accessible with walkways or by use of ladders or an under-bridge inspection truck.

Provide concrete diaphragms for pre-stressed concrete beams spanning 40 feet or more.

Galvanized steel diaphragms are allowed on prestressed concrete beam bridges, with the following limitations:

- Only structures with substantial clearance (20 ft. or greater) over roadways or over waterways are acceptable locations for galvanized steel diaphragms.
- Concrete diaphragms shall be used over roadways where the beams may be impacted by over-height loads.
- Bolts shall not be exposed on the exterior face of concrete beams.
- Only Steel X-type cross frames shall be used.

The maximum weight of beam that may be transported on state routes is limited. Shipping weights larger than 150,000 pounds, including the truck, shall be submitted to the Department to determine if a special hauling route is necessary for delivery.

Bolted field splices are allowed for use on steel girders providing the following requirements are met:

- Bolts shall be placed in double shear.
- Splice plates and bolts shall not encroach on the slab design thickness
- Direct Tension Indicators (DTIs) shall not be used.

DB Team shall install locked entryways on all hatches and points of access.

Cover plates are prohibited for use on new steel beams. When widening existing bridges “in kind” that have cover plated members, use a larger member size that will not require plates. For strengthening and rehabilitation work of existing steel beams determine if there are other methods available to provide the required capacity before submitting to the Department for acceptance. If accepted, cover plates shall be checked for fatigue in accordance with GDOT and AASHTO LRFD guidelines.

Fracture critical members (FCMs) shall not be used for bridges. Steel box girder straddle bent caps are considered to be FCMs due to their non-redundant properties and will not be permitted on the project. Post-tensioned concrete straddle bent caps are not considered FCMs as the posttensioning strands provide internal redundancy. Bridges designed using rolled steel beams, steel plate girders, pre-stressed concrete I-beams and pre-stressed concrete bulb-tee beams as the main members of the bridge superstructure shall be designed and constructed using a minimum of four (4) beams in the bridge typical section. Joints for all grade separation structures shall be sealed.

Box girder superstructures and substructures shall be accessible without impacting traffic below. DB Team shall make box girders and box beam pier caps with a minimum inside depth of six (6) feet to facilitate interior inspection. DB Team shall include a minimum access opening of 3'-0" diameter into all cells, and between cells, of the girders or pier caps to allow free flow of air during inspections. The outside access opening cover shall hinge to the inside of the box girder and pier caps. An electrical system (110V and 220V) shall be incorporated inside the box girder and pier caps with lighting and power outlets. DB Team shall install air-tight sealed and locked entryways on all hatches and points of access.



### **13.2.3 Bridge/ Retaining Wall Foundations**

The foundation design shall be based on the recommendations of the accepted Bridge or Wall Foundation Investigation Report and the requirements of Section 8 of Volumes 2 and 3. The DB Team shall perform LRFD bridge and wall foundation investigations for all proposed walls and bridges to be constructed on this Project. Except as provided in Section 8 of Volume 2, any previously accepted reports provided by the Department are for informational purposes only and the Department does not certify or warranty the information contained in these reports.

For bridges crossing streams or any other body of water: All foundations shall be evaluated and designed to account for the effects of scour. The design shall include the recommendations of the hydraulics and hydrological report to ensure that footings, piles and caissons/ drilled shafts have the proper embedment below the scour line. Protection of slopes with rip rap shall be in accordance with the recommendations of the hydraulics report.

Foundations shall be designed based on LRFD methodology in accordance with GDOT and AASHTO guidelines (Volume 3 Manuals).

### **13.2.4 Bridge Railing and Barriers**

All barrier systems used on the Project shall meet current crash test and other safety requirements as determined by GDOT. All testing and associated costs for non-standard railings shall be the sole responsibility of DB Team and shall be accomplished through a third party acceptable to GDOT.

### **13.2.5 Retaining Walls**

To the extent possible, DB Team shall design and construct to provide embankments without the use of retaining walls. Where earthen embankments are not feasible, DB Team may use retaining walls.

Metal walls, including bin walls and sheet pile walls, recycled material walls and timber walls shall not be permitted.

If pipe culverts are to extend through the retaining walls or sound barriers the pipe shall be installed so that no expansion joints are located within two pipe diameters from centerline of the pipe or under the wall.

No weep holes through the face of retaining walls shall be permitted, except at the base of the walls.

Modular walls employing interlocking blocks shall not be used where surcharge loads from vehicular traffic are present or as part of bridge abutments.

Mechanically Stabilized Earth (MSE) walls shall not be used to support spread footing abutment foundations on the Project.

### **13.2.6 Aesthetics**

DB Team shall design retaining/structural walls to be similar in color, texture, and style that are consistent with other Elements present in the entire Project such as structures, landscaping, and other highway components.

All embellishments for structural Elements shall be coordinated with the DB Team's structural design team to facilitate constructability and maintain safety requirements. Structural element surfaces exposed to public view shall meet the requirements of the Standard Specifications, Construction of Transportation Systems.

No exposed conduits shall be allowed on bents, columns, bridge beams, overhangs or any other visible surface. The DB Team is to minimize drain pipe exposure to public view.

All bridge substructure columns shall be consistent in form and texture, with similar shapes and details used for all bridges.

Bridges with all or part of the structure visible to traffic either passing beneath the bridge or travelling in lanes adjacent to the bridge, shall use constant depth of fascia beams along the entire length of the bridge to maintain a uniform appearance. An exception to this requirement is at locations where the fascia beam material changes from steel to concrete or vice versa. In this case cheek walls may be used at piers to mask transitions where superstructure depth change is required due to the change in material type.

Bridges that are not visible to traffic either passing beneath the bridge or travelling in lanes located adjacent to the elevated portions of the bridge are not required to have all fascia beams constant throughout the bridge length

### **13.2.7 Drainage Structures**

In developing the design of drainage structures, DB Team shall account for maximum anticipated loadings. "Step down" design shall not be utilized for any part of the proposed drainage system.

Energy dissipaters, if used, shall be considered as structural Elements.

### **13.2.8 Sign, Illumination, and Traffic Signal Supports**

DB Team shall be responsible for the design of overhead sign supports to accommodate a full load of signs for the Project. DB Team shall use sign bridge (Type I), butterfly (Type III or VIII), or combination (Type IV) in accordance with GDOT's

related standard specifications, policies, guidelines, and Volume 3 Manuals. Type II sign (cantilever type) structures are not permitted.

Support columns for Type I, III and IV overhead sign bridges shall not be mounted to any portion of the new or existing bridge superstructure. Where an overhead sign structure is required to be placed on a bridge it shall be mounted either on the bridge substructure directly, such as the concrete pier cap, or on a pier and foundation separate from the bridge entirely. For a sign structure that is mounted to the pier cap, the bridge pier must be designed for the additional loads and forces the sign structure will induce on the bridge substructure, including but not limited to: dead load, ice load, wind load and vibration. Loads shall be developed in accordance with the current edition of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals. For a sign structure mounted to a foundation that is independent from the bridge, the design of the sign foundation shall be in accordance with the current edition of the AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals.”

### **13.2.9 Widening/Modification of Existing Structure**

Structures to be widened are listed in Section 13.2.9 of Volume 2. DB Team is required to rehabilitate/strengthen/replace that portion of the existing structure as recommended by the most recent bridge condition and bridge deck condition surveys, and the portions of the existing structure that must be strengthened or upgraded as a direct result of the widening. Examples include strengthening of an existing fascia beam or improving the strength of a pier cap to meet the increased load capacity requirements due to the new load distribution on those elements. Any portion of the existing bridges damaged as a result of the widening operations will be replaced or repaired at the DB Team’s cost, as determined by GDOT. The DB Team shall provide any studies, calculations, and plans that are required for GDOT review and acceptance prior to any bridge widening or modification.

#### **13.2.10 Toll Gantry Structures**

Requirements for toll gantries are provided in Section 21 and its subsections.

#### **13.2.11 Proposed Bridges**

Refer to Volume 2

## **13.3 Construction Requirements**

### **13.3.1 Concrete Finishes**

Concrete finishes shall comply with the performance requirements as stated in Section 15 or as otherwise allowable in the DB Documents.

### **13.3.2 Structure Metals**

Welding shall be in accordance with the requirements of the *American National Standards Institute (ANSI)/AASHTO/ American Welders Association (AWS) D1.5M/D1.5:2010 Bridge Welding Code*.

### **13.4 Final Bridge Inspection Prior to Service Commencement**

GDOT shall inspect all bridges constructed prior to Service Commencement. GDOT will perform the initial bridge ratings as part of this Work. Bridges cannot be opened to traffic until bridges have been accepted by GDOT. This acceptance must come prior to Final Acceptance.

DB Team shall provide to GDOT an overall schedule of completion for each structure in accordance with the Construction Phasing Plan and coordinate an inspection schedule with GDOT that will meet the Service Commencement Date.

### **13.5 Deliverables**

#### **Preliminary Bridge Plan Layouts**

Prepare Preliminary Bridge Plan Layouts in accordance with the GDOT Bridge Detailing Manual guidelines.

A. Additionally provide a typical section which indicates the following information:

1. The center to center spacing of girders
2. Overhang or distance from outside edge of slab to center of exterior girder:  
This distance (overhang) shall meet AASHTO requirements, but shall not exceed 4'-7½" or one half of the adjacent beam spacing, whichever is less. Overhangs shall be a minimum width of one-half top beam flange plus 6 inches.
3. Cross slope of the deck.
4. Deck thickness between girders and deck thickness at the centerline of girder measured from the top surface of deck to top of the flange.
5. Barrier location, height and width.
6. Gutter to gutter and out-to-out dimensions.
7. Location of the profile grade.

B. Any drawing and/or narrative description of the construction scheme necessary to indicate how the bridge is to be built, including traffic handling sketches and temporary barrier locations.

#### **Preliminary Wall Plans**

Prepare Preliminary Wall Plans in accordance with the GDOT Bridge Detailing Manual guidelines. The acceptable wall types are as follows:

1. MSE (Mechanically Stabilized Earth)
  2. Alternate wall types, including cast-in place walls, are permissible. Soil-nail type walls and modular block type walls will not be permitted directly adjacent to areas subject to roadway surcharge loads.
1.
    - A. Any construction sequence requirements that will affect the construction of the walls and which will have to be accounted for in the preparation of retaining wall plans.

### **Bridge and Wall Construction Plans**

After the preliminary bridge and wall layouts have been accepted by GDOT, the DB Team shall prepare final plans. The DB Team shall arrange a meeting with GDOT to specifically discuss how the plans will be prepared prior to beginning plan preparation on the Project.

The DB Team shall provide Submittals as required in Section 23, Volume 3 Manuals (Technical Documents), and in the DB Documents in addition to the following:

- Hardscape Enhancement Plan for bridges, retaining walls, sound barriers, sign structures, and other structure components as required in Section 15.

## 14 Reserved.

## 15 Reserved.

## **16 SIGNING, PAVEMENT MARKING, SIGNALIZATION**

### **16.1 General Requirements**

This Section 16 includes requirements with which DB Team shall design and construct all signing, delineation, pavement markings, and signalization for the Project. The DB Team shall design the Project in conformance with GDOT policies, guidelines, and Volume 3 Manuals (Technical Documents).

### **16.2 Administrative Requirements**

#### **16.2.1 Meetings**

DB Team shall arrange and coordinate all meetings with local agencies that will assume responsibility for maintaining and operating traffic control devices including but not limited to traffic signals. DB Team shall provide GDOT with notification of such meetings a minimum of ten (10) business days prior to the start of the meeting. GDOT, in its discretion, may attend such meetings.

DB Team shall arrange and coordinate all meetings with requesting agencies or individuals regarding special signs.

### **16.3 Design Requirements**

#### **16.3.1 Final Plans**

DB Team shall submit the Preliminary and Final Plans for the signing, delineation, pavement marking, and signalization for GDOT review and acceptance. In the event that additional property is needed to place any required signs, the DB Team shall acquire the additional property as Additional Properties. Any Additional Property acquisitions not provided in the approved environmental document must be approved by GDOT, and if required FHWA through a NEPA reevaluation.

#### **16.3.2 Permanent Signing and Delineation**

DB Team shall design and install all signs as shown on the Final Plans. Signs for the Project shall include all new signs required for the Project as well as replacing existing signs and structures that are impacted by the Project. DB Team's design shall include the locations of proposed ground-mounted and overhead signs as well as existing signs that are to remain, graphic representation of all signs, proposed pavement markings, delineation placement, guide sign and special sign details, clearance diagrams and structural and foundation requirements. Signs shall be located in a manner that avoids conflicts with other signs, vegetation, CMS, lighting, and structures. DB Team shall ensure that signs are clearly visible, provide clear direction and information for users, and comply with all applicable MUTCD requirements. The DB Team shall ensure that



placement, construction and installation activities of signage shall avoid impacts to waters of the U.S.

DB Team shall ensure that all sign placements meet or exceed appropriate sight line requirements and standards. All sign structures and overhead signs shall be designed and located to ensure that they and any existing GDOT overhead signs have minimum sight distance of 1000 feet and shall meet any other MUTCD or *GDOT Signing and Marking Guidelines*, allowable sign spacing requirements.

DB Team shall review with GDOT all requests for new signs, including traffic generators, or modifications of existing sign legend. Such requests are subject to GDOT's acceptance.

Any existing signs and sign structures impacted by the project or in conflict with proposed signs shall be replaced with new signs and structures that comply with the MUTCD, GDOT's related standard specifications, policies, guidelines, and Volume 3 Manuals Technical Documents), or as otherwise approved by GDOT.

All overhead signs on a single structure shall be the same height with the exception of general information or regulatory signs such as Rest Area or an R554-X.

Arrow per lane guide signs shall be required for all multi-lane exits at major interchanges that have an optional exit lane that also carries the through route and for all splits that include an option lane.

Sign attachments to any existing roadway bridge shall not be permitted. Support columns for Type I, III, and IV overhead sign bridges shall not be mounted to any portion of the new or existing bridge superstructure. When an overhead sign structure is required to be placed on a bridge it shall be mounted either on the bridge substructure directly, such as the concrete pier cap, or on a pier and foundation separate from the bridge entirely. For a sign structure that is mounted to the pier cap, the bridge pier must be designed for the additional loads and forces the sign structure will induce on the bridge substructure, including but not limited to: dead load, ice load, wind load and vibration. Loads shall be developed in accordance with AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition and the current edition of the AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals. For a sign structure mounted to a foundation that is independent from the bridge, the design of the sign foundation shall be in accordance with the current edition of the AASHTO Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals.

Supplemental signs on interstates shall comply with MUTCD. Guidance on destinations is provided in GDOT's Policies and Procedures 6775-9.

### **16.3.3 Project Signs – Outside the Existing and Required ROW**

For signs located outside the Existing ROW, Required ROW and Additional Properties but within a public ROW, DB Team shall install the signs in existing rights-of-way controlled by local or other Governmental Entities. DB Team shall coordinate with applicable Governmental Entities for the design and installation of such signs. This shall include any trailblazing signing required for the project.

#### **16.3.4 Managed Lane Signs**

#### **16.3.5 Specific Service Signs**

In addition to the warning, regulatory, and guide signs within the Premises, GDOT or Governmental Entities may allow specific service signs, such as logo signs to be installed. DB Team shall coordinate and cooperate with GDOT or any third party performing such work. The DB Team shall remove and remount any LOGO sign that conflicts with a proposed sign installation and also to allow for proper sign spacing in accordance with GDOT Signing and Marking Guidelines and the MUTCD.

The DB Team will need to coordinate with Georgia Logos, LLC (770) 447-6399 as per GDOT Signing and Marking Guidelines. Cost for removing, resetting, and maintaining LOGO signs as necessary to be included in the overall bid price. Any LOGO signs damaged during construction shall be replaced at no additional cost.

#### **16.3.6 Sign Support Structures**

DB Team shall determine foundation types and design sign foundations based upon geotechnical surveys/tests. Sign support structures shall be designed in accordance with GDOT Signing and Marking Design Guidelines and AASHTO's *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. The DB Team design of the structural support for overhead signs shall be provided to GDOT and must provide for the maximum allowable sign area that can be placed onto the structure support as defined in *GDOT Signing and Marking Guidelines*. Type III structures shall be designed to accommodate at least five hundred fifty (550) square feet of sign area. A GDOT structural support number shall be placed on the outside vertical support of structure. Requirements for the alphanumeric code are specified in the *GDOT Signing and Marking Design Guidelines*. DB Team shall use sign bridge (Type I), butterfly (Type III), or combination (Type IV) in accordance with GDOT's related standard specifications, policies, guidelines, and Volume 3 Manuals. Designs for sign supports shall also comply with requirements in Sections 13 (Structures). Type II cantilever signs may not be used for sign installations.

#### **16.3.7 Permanent Pavement Marking**

DB Team shall ensure that the design and installation of all pavement markings including Raised Pavement Markings (RPM) comply with the MUTCD, GDOT Signing and Marking Guidelines, GDOT standards and details and in accordance with GDOT specifications. Ensure use of contrasting black border around pavement markings on

bridges and all other concrete surfaces. RPM's shall be installed where new pavement marking is provided.

### **16.3.8 Permanent Signalization**

#### ***16.3.8.1 Traffic Signal Requirements***

DB Team shall design and install fully-actuated permanent traffic signals at all GDOT-permitted intersections within Project limits. In addition, DB Team shall modify, as appropriate, any existing traffic signals impacted by the Project. DB Team shall coordinate with GDOT and the applicable local Governmental Entities to define appropriate traffic signal design requirements, local agency oversight of DB Team's Work, and final acceptance of traffic signals. DB Team shall coordinate with local Governmental Entities for synchronization of traffic signal networks.

DB Team shall provide interconnection systems between new or modified signals and any other signal system within the Project Site as required by GDOT or the applicable local Governmental Entity. Connection of the completed intersection to the Governmental Entity's communications network shall be coordinated with the Governmental Entity. DB Team shall ensure continuous communication with the traffic signal system within the Project Site, and shall provide all communication hardware/equipment for GDOT or the applicable local Governmental Entity to communicate with the signal systems within the Project Site.

DB Team shall provide both pedestrian and vehicle detectors at all traffic signals per GDOT or applicable local Governmental Entity's (maintaining agency) requirements within the Project Site.

DB Team shall coordinate with TMC and the District Traffic Operations to ensure that all signalized locations are permitted prior to submission of Final Plans.

#### ***16.3.8.2 Traffic Signal Timing Plans***

DB Team shall coordinate and implement signal timing plans that optimize traffic flows and provide signal coordination with adjacent intersections and arterials for all existing and new traffic signals, modified signals, and interconnected signals. DB Team shall obtain acceptance with GDOT or applicable local Governmental Entity for the initial signal timings and updating signal timing as necessary to maintain optimized flow.

#### ***16.3.8.3 Traffic Signal Permit***

As part of the design process, DB Team shall be responsible for obtaining necessary traffic signal permit or permit revisions by following applicable GDOT's or local Governmental Entities' signal permit process, prior to any new signal installation or existing signal modification.

#### ***16.3.8.4 Traffic Signal Support Structures***

DB Team shall coordinate with GDOT and the local Governmental Agencies to determine the type of traffic signal support structures. DB Team shall obtain the maintaining agency's acceptance of traffic signal support structures to be used on new signal installations.

## **16.4 Construction Requirements**

### **16.4.1 Permanent Signing and Delineation**

DB Team shall use established industry and utility safety practices when erecting or removing signs located near any overhead or underground utilities, and shall consult with the appropriate Utility Owner(s) prior to beginning such work.

DB Team shall maintain all applicable advance guide signs and/or exit direction signs in place at all times and shall not obstruct the view of the signs to the motorist. DB Team shall replace any other removed signs before the end of the work day.

Signing reflectivity shall conform to the current edition of the MUTCD and *GDOT Signing and Marking Guidelines*.

### **16.4.2 Permanent Pavement Marking**

DB Team shall install required full pattern pavement markings on all pavement courses before any roadway is opened to traffic in conformance with the MUTCD, GDOT Signing and Marking Guidelines and GDOT's standards, details and specifications. RPM's shall be placed and/or maintained when the roadway is open to traffic.

### **16.4.3 Permanent Signalization**

DB Team shall coordinate with the Utility Owner(s) and ensure necessary power service is initiated and maintained for permanent signal systems.

## **16.5 Deliverables**

All deliverables shall be presented to GDOT in both hardcopy, and electronic form compatible with GDOT software as required by the Volume 3 Manuals (Technical Documents) and the DB Documents.

### **16.5.1 Permanent Signing and Delineation**

Before placing any permanent signs, delineation, third-party signs, or non-standard sign structures, DB Team shall provide GDOT a layout indicating the proposed location of such items. Overhead sign structures will be reviewed and accepted by GDOT Bridge Department.

### **16.5.2 Permanent Pavement Marking**

Before placing any permanent pavement markings, DB Team shall provide GDOT a layout indicating the proposed location of such items.

### **16.5.3 Permanent Signalization**

DB Team shall, after implementing accepted timing plans, provide GDOT and Governmental Entities (maintaining agencies) responsible for operation and maintenance of the traffic signal system legible written documentation of all intersection characteristics, timing plan parameters and installation information necessary for GDOT or the Governmental Entity to incorporate the completed signal installation into the central intersection management software being used.

## 17 INTELLIGENT TRANSPORTATION SYSTEMS

Refer to Volume 2 for all Intelligent Transportation Systems requirements.

## 18 TRAFFIC CONTROL

### 18.1 General Requirements

DB Team shall design and construct the Project, in conformance with the requirements stated in this Section 18, to provide for the safe and efficient movement of people, goods, and services, through and around the Project while minimizing negative impacts to Users, residents, and businesses.

The design of the Project shall be in accordance with Volume 3 Manuals (Technical Documents) and the DB Documents.

### 18.2 Administrative Requirements

#### 18.2.1 Transportation Management Plan

DB Team shall prepare and implement a Transportation Management Plan (TMP), if required, that meets the requirements of the FHWA Work Zone Mobility and Safety Program which can be found at:

[http://www.ops.fhwa.dot.gov/wz/resources/final\\_rule/tmp\\_examples/tmp\\_dev\\_resources.htm](http://www.ops.fhwa.dot.gov/wz/resources/final_rule/tmp_examples/tmp_dev_resources.htm)

At a minimum, the TMP shall include descriptions of the qualifications and duties of the traffic engineering manager, traffic control coordinator, Worksite Traffic Control Supervisor (WUCS), and other personnel with traffic control responsibilities. Additional requirements of the TMP are below:

- Procedures to identify and incorporate the needs of transit operators, Utility Owners, Governmental Entities, local governmental agencies, Emergency Service providers, school districts, business owners, and other related Users, Customer Groups or entities in the Project corridor and surrounding affected areas.
- Procedures for obtaining acceptance of detours, road and lane closures and other traffic pattern modifications from applicable Governmental Entities, and implementing and maintaining those modifications. At a minimum these procedures must include:
  - DB Team shall notify the traveling public by placing CMS's a minimum of seven (7) Days in advance of actual roadway closure or major traffic modifications. Where available and when possible, the DB Team shall coordinate and utilize Overhead Changeable Message Signs on the regional ITS system.
  - DB Team shall utilize off-duty uniformed police officers for mainline lane closures.
- Procedures for signing and marking transitions during construction from one stage to the next and from interim to permanent signing and marking.

- Procedures for maintenance and replacement of traffic control devices, including pavement markings and traffic barriers, if used.
- Procedures to regularly evaluate and modify, if necessary, traffic signal timings, and the procedures for the development, GDOT acceptance (and local Governmental Entity acceptance, if necessary), implementation, testing, and maintenance of all affected signals.
- Procedures to coordinate with the appropriate Governmental Entities operating signal networks along the Project or Project detour routes to ensure temporary system compatibility, establish responsibilities for temporary signal installation, maintenance, operation and removal, and coordinate traffic signal timing with local signal networks.
- Procedures and process for the safe ingress and egress of construction vehicles in the work zone
- Provisions to provide continuous access to established truck routes and Hazardous Material (HazMat) routes, and to provide suitable detour routes, including obtaining any acceptances required by the appropriate governmental entities for these uses.
- Procedures to modify plans as needed to adapt to current Project circumstances.
- If required, procedures to communicate TMP information to DB Team's public information personnel and notify the public of maintenance of traffic issues in conjunction with the requirements of Section 3, of Volume 2,
- Descriptions of contact methods, personnel available, and response times for any deficiencies or Emergency conditions requiring attention during off-hours.

The TMP shall be submitted within one hundred twenty (120) Days from NTP 1 and must be accepted by GDOT prior to NTP 3.

The safe, convenient passage of the traveling public shall be ensured by the DB Team at all times. The DB Team shall prepare contingency traffic control plans for use in relieving travel delays. If in GDOT's sole opinion, sustained traffic control placement creates unnecessary hindrance to the travelling public, the DB Team shall implement contingency plans that will alleviate traffic congestion immediately or cease traffic interruptions immediately upon notification from GDOT.

## **18.3 Design Requirements**

### **18.3.1 Traffic Control Plans**

DB Team shall use the procedures in the TMP (if applicable) and the standards of the MUTCD, AASHTO's *Roadside Design Guide*, as well as comply with GDOT *Special Provision 150 – Traffic Control* to develop detailed traffic control plans which provide for all Construction Phases and construction stages, as well as all required traffic shifts procedures.

DB Team shall produce a traffic control plan for every Construction Phase that impacts traffic. Each traffic control plan shall be submitted to GDOT for review a minimum of



fourteen (14) Days prior to implementation. The traffic control plan shall include details for all detours, traffic control devices, striping, and signage applicable to each Construction Phase. Information included in the traffic control plans shall be of sufficient detail to allow verification of design criteria and safety requirements, including typical sections, alignment, striping layout, drop off conditions, and temporary drainage. The traffic control plans shall clearly designate all temporary reductions in speed limits. Changes to posted speed limits will not be allowed unless specific prior acceptance is granted by GDOT.

Opposing traffic on a divided roadway shall be separated with appropriate traffic control devices in accordance with AASHTO's *Roadside Design Guide*, the MUTCD based on the roadway Design Speed, and Volume 3 Manuals (Technical Documents).

DB Team shall maintain signing continuity on all active roadways within or intersecting the Project at all times.

Throughout the Term, DB Team shall ensure all streets and intersections remain open to traffic to the greatest extent possible by constructing the Work in stages. DB Team shall maintain access to all adjacent streets and shall provide for ingress and egress to public and private properties at all times during the term of the Project.

DB Team shall prepare public information notices, if required, in coordination with Section 3 (Public Information and Communications), in advance of the implementation of any lane closures or traffic switches. These notices shall be referred to as Traffic Advisories.

### **18.3.1.1 Roadway Guidelines**

DB Team shall produce traffic control plans for periods of construction in accordance with Volume 3 Manuals (Technical Provisions), Special Provision Section 150, and the DB Documents document.

#### **18.3.1.1.1 Design Parameters for Traffic Control**

Design Vehicle: Turning movements shall accommodate a design vehicle specified by the *GDOT Design Policy Manual* for specific road classifications. Turning movements on all other local streets and driveways shall, at a minimum, provide similar characteristics as existing Geometry.

Work Zone Speed Limits: The work zone speed limits on Interstate and State Highways shall be in conformance with *Special Provision 150*.

Number of Lanes: Except as allowed by Section 18 of Volume 2, the minimum number of lanes to be maintained shall be the number of lanes currently available on each controlled access facility, lane closures on other roadways may be considered so long as all traffic patterns and accesses are not reduced and are maintained.

Lane Widths: During construction, the minimum lane width for main lanes, frontage roads and major crossing streets is eleven (11') feet. For minor crossing streets, GDOT may, in its sole discretion, allow ten (10') feet lanes in limited circumstances during construction for short distances after reviewing the DB Team's traffic control plan.

#### **18.3.1.1.2 Allowable Shoulder/Lane/Roadway Closures and Traffic Stage Changes**

DB Team shall provide GDOT and appropriate Customer Groups a minimum of two weeks advance notice for lane/shoulder closures and/or traffic stage changes planned to be in effect longer than twenty four (24) hours, and a minimum of twenty four (24) hours advance notice for lane closures that are planned to be in effect less than twenty four (24) hours, using all appropriate tools as needed. The DB Team shall coordinate the closure restrictions with GDOT on all lane/shoulder closures (or an event that results in lane closures) into GDOT's ITS web based information tool.

Closures must be coordinated with adjacent projects to ensure the safe convenient passage of the traveling public. During construction of the Project, GDOT will facilitate coordination with all local entities for Traffic Control.

#### Lane and Shoulder Closure During Design-Build Period

DB Team may reduce the number of travel lanes in accordance with the restrictions in Section 18 of Volume 2.

The DB Team shall not install lane and shoulder closures, perform flagging, or move equipment on the travel way of any roads or streets from the Wednesday before Thanksgiving Day to the first Business day after New Year's Eve yearly between the hours of 5:00 a.m. to 11:00 p.m. Monday thru Friday and between the hours of 7:00 a.m. to 11:00 p.m. Saturday and Sunday.

Additional lanes may be closed during off peak or nighttime hours upon receipt of written permission from GDOT. Consideration will be given to traffic data collected in VPH/lane formatting during allowed closure periods that clearly demonstrates industry accepted traffic flow ratios can be maintained.

#### Full Roadway Closure

DB Team will not be permitted for any full (all lanes and shoulders) roadway closures unless accepted by GDOT and Governmental Entities having jurisdiction of roadways affected by the closure.

GDOT will have the right to lengthen, shorten, or otherwise modify the foregoing restrictions as actual traffic conditions may warrant. The detour route for these full roadway closures shall be limited to usage of the on and off ramps at the mainline interchange locations. DB Team shall utilize off-duty uniformed police officers for all detours.

Any complete roadway closure will require a Traffic Control Plan to be submitted and accepted by GDOT and Governmental Entities having jurisdiction of roadways affected by the closure. Availability of frontage roads, ramp locations and detour distances shall be considered in the design.

#### Holiday Restrictions

No work that restricts or interferes with traffic shall be allowed from 12:00 noon on the day preceding to 10:00 pm on the day after the following holiday schedule. GDOT has the right to lengthen, shorten, or otherwise modify these restrictions as actual traffic conditions may warrant.

- Memorial Day Weekend (Friday through Monday)
- Independence Day (July 3 through noon on July 5th)
- Labor Day Weekend (Friday through Monday)
- Thanksgiving Holiday (Wednesday through Sunday)
- Christmas Holiday (December 23 through 26)

### **18.4 Construction Requirements**

Construction shall be in accordance with GDOT accepted DB Team's TMP, as well as applicable provisions of the MUTCD and GDOT Special Provision section 150 – Traffic Control.

#### **18.4.1 DB Team Responsibility**

If at any time GDOT determines DB Team's traffic control operations do not meet the intent of the TMP or any specific traffic control plan, DB Team shall immediately revise or discontinue such operations to correct the deficient conditions.

DB Team shall provide GDOT the names of the Certified Workzone Traffic Control Supervisor and support personnel, and the phone number(s) where they can be reached twenty four (24) hours per day, seven (7) days per week.

#### **18.4.2 Access**

Existing bicycle and pedestrian access and mobility shall be maintained across all cross streets. Access to existing transit stop locations shall be maintained during construction or reasonable alternative locations shall be provided, if applicable.

#### **18.4.3 Detours**

DB Team shall maintain all detours. A pavement transition, required in accordance with AASHTO's *Roadside Design Guide*, GDOT guidelines and the MUTCD based on the roadway Design Speed of the section shall be provided at all detour interfaces.

## **19 MAINTENANCE DURING THE DESIGN-BUILD PERIOD**

### **19.1 General Requirements**

The DB Team shall maintain the Project from NTP 3 through the remainder of the Design-Build Period in a manner that provides a safe and reliable transportation system. Upon NTP 3, the DB Team shall be fully responsible for maintenance as required by GDOT Standard Specification 105.14.

#### **19.1.1 Reserved**

#### **19.1.2 GDOT Obligation to Repair**

In the period between the Effective Date and the commencement of construction work, GDOT will reasonably perform the type of routine maintenance of each Element Category of the existing improvement which normally occurs in GDOT's highway maintenance and repair program. GDOT is not obligated to extend the Residual Life of any Element through reconstruction, rehabilitation, restoration, renewal, or replacement.

## 20 Reserved.

## 21 TOLLING

Refer to Volume 2 for all Tolling requirements.

## 22 SOUND BARRIERS

### 22.1 General

DB Team shall design sound barriers walls to be similar in color, texture, and style that are consistent with other Elements present in the entire Project such as structures, landscaping, and other highway components.

DB Team shall design and construct the sound barriers to achieve the decibel reduction requirement in the environmental approval. A final decision on the installation of sound barriers will be made upon DB Team's completion of additional detailed noise abatement analysis based on the Final Plans, applicable federal guidelines, and public outreach to property owners and dwellers. Coordination with property owners and dwellers will be conducted by GDOT prior to the final decision on the installation of the sound barriers. If coordination with property owners results in a sound barrier or portion of a sound barrier to not be installed, this shall be considered a GDOT Change. The DB Team is responsible to implement the sound barriers required in the final noise abatement analysis. All materials used to construct the sound barriers shall conform to the requirements of the GDOT Qualified Products List (QPL).

Interlocking Steel Panels (Type B) and Treated Timber Panels (Type D) as listed in the Standard Specifications, Construction of Transportation Systems, Section 624.1 for sound barriers shall not be permitted, except that Interlocking Steel Panels (Type B) can be used on existing bridge barriers and on existing retaining walls. The DB Team is to provide a final structural design to the existing infrastructure that meets the requirements of the location(s) of the sound barriers as provided in the approved environmental document.

Sound barriers shall include access doors at regular intervals for maintenance. Access doors shall be located in sound barrier walls that are greater than fifteen hundred (1500) feet in length. An access door shall be located at the mid-point of the wall length for walls between fifteen hundred (1500) feet and two thousand (2000) feet. Access doors shall be spaced approximately every one thousand (1000) feet for sound barrier walls greater than two thousand (2000) feet in length. Access doors shall not be located on sound barrier walls mounted to bridges, retaining walls, or where a steep or vertical drop-off of the final grade is occurring.

Color scheme of sound barriers shall be consistent throughout the project and shall be aesthetically pleasing as determined by GDOT.

## 23 SUBMITTALS

### 23.1 General

The DB Team shall provide Project Submittals, in both electronic and hard copy format, as required to obtain any acceptance or final Release for Construction (as applicable) by GDOT and to demonstrate compliance with the DB Documents, Government Acceptances, and regulations. Volume 2 (Technical Provisions) provides a list of some of the required submittals. The Volume 3 Manuals (Technical Documents) or other requirements in the DB Documents may require additional Submittals. This list is intended to be a guide for coordinating reviews and facilitating the Work.

The DB Team may design and construct the Project in multiple phases. A Construction Phase is a portion (segment) of the overall Project. If the Project will be designed and constructed in multiple phases, then the DB Team shall provide a Construction Phasing Plan and Submittals Schedule per construction phase within thirty (30) days from NTP 1. The Construction Phasing Plan shall provide logical termini for each proposed segment or phase of the Work and must consider any phasing of required acceptances. For a given Construction Phase, DB Team shall be allowed to either submit a complete set of drawings or make a series of Staged Design Submittals (components). The timing and content of Staged Design Submittals must be logical and shall include or be preceded by related items (e.g., bridge submittals must include or be preceded by related highway geometry; a bridge and its related retaining walls must be submitted together; etc.). The Submittals Schedule shall identify all proposed Staged Design Submittals and what components will be included in each. The DB Team must obtain GDOT acceptance of the Construction Phasing Plan and the Submittals Schedule prior to providing any design submittals for GDOT review. In addition, a “Design Submittal Guide / Index” showing a proposed index of plan sheets for each Construction Phase must be submitted and accepted prior to providing any design submittal. Once accepted, this Design Submittal Guide / Index shall be updated and provided with each subsequent design submittal. File naming of each plan sheet in a submittal shall correspond to the final index name of the plans for ease of reference to create the final set of drawings. The Design Submittal Guide / Index shall also include all reports, specifications, studies, calculations, etc.

Sufficient review and revision time shall be provided in the schedule and account for possible multiple re-submittals to secure a final Released for Construction prior to starting construction on any particular Element of the Work. Construction cannot proceed on any of the work until the design submittal has been reviewed, accepted and Released for Construction as described in Section 23.3 below.

### 23.2 Design Submittals and Progress of Design Work

Each required Submittal shall be delivered to GDOT in conformance of the review times provided in Volume 2, Section 23.2. The times provided in Volume 2, Section 23.2 are specifically for the review period required for GDOT to comment and GDOT to



subsequently accept if all requirements of the DB Documents are met. Accuracy, completeness, and time spent to address GDOT comments are the responsibility of the DB Team. Notwithstanding the foregoing, notices sent after 12:00 p.m. Eastern Standard or Daylight Time (as applicable), including all notices, correspondence or communications (including e-mail and facsimile) received after 12:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 12:00 p.m.).

No fabrication, casting or construction will occur until all related design review and shop drawing review comments are resolved and the corresponding drawings and specifications have been accepted by GDOT and stamped “Released for Construction”. All design submittals shall be complete along with all the supporting information necessary for review. The work must represent logical work activities and must show impacts on subsequent work on this Project. Any modification to the component construction due to subsequent design changes as a result of design development is solely at the DB Team’s risk.

### **23.2.1 Construction Phasing and Additional Submittal Requirements**

The DB Team is responsible for obtaining any Government Approvals or other approvals required to allow for implementation and construction of the phasing plan. The DB Team shall not begin any work including any land disturbing activities for the Construction Phase contemplated for construction until the following have been completed or accepted by GDOT, FHWA, and/or Governmental Entity as required:

- All required Management Plans are accepted and NTP 3 is issued (Construction Phase or entire Project)
- Acceptance of the Construction Phasing Plan
- Acceptance of the Construction Maintenance Limits Plan for the proposed Construction Phase of work
- Acceptance of the Submittals Schedule (Design Submittal Guide)
- Acceptance of the Project Baseline Schedule
- Acceptance of the Conceptual Layout Plan for the entire Project by GDOT and FHWA (if applicable)
- Acceptance of the Drainage Report (for the contemplated Construction Phase)
- Acceptance and subsequent Release for Construction of the Final Plans for the construction contemplated (Construction Phase or entire Project).
- Utility Certification or recertification by GDOT and FHWA, as applicable (Construction Phase or entire Project)
- NEPA/GEPA re-evaluation by FHWA and/or GDOT (as applicable)
- Environmental recertification by GDOT
- Acceptance of any required Design Variances or Design Exceptions (Construction Phase or entire Project)

- Approved Permits (including but not limited to the Nationwide 14 USACE Section 404 permit and traffic signal permits)
- Acceptance of Erosion Sedimentation and Pollution Control Plans (Construction Phase or entire Project)
- Executed NPDES Notice of Intent (NOI) (Construction Phase or entire Project)
- Acceptance of CQMP
- Acceptance of Traffic Control Plan (Construction Phase or entire Project)
- Acceptance of Traffic Management Plan
- Utility Agreements, Utility Encroachment Permits, Utility Relocation Plans, Utility Retentions (as required) and/or DB Team Certification of “No-Conflict”
- Provide the existing GIS data and existing mapping as required in Section 12.3.2.1

### **Staged Design Submittals**

Once the Preliminary Plans for the entire Project have been accepted by GDOT and FHWA (if applicable), the DB Team shall be allowed to submit Staged Design Submittals (components) instead of a completed set of drawings for an entire accepted Construction Phase. A Staged Design Submittal is a submittal that consists of a portion or portions of the Work within the limits of an accepted Construction Phase. For example, a Staged Design submittal for a bridge might be categorized as foundations, substructures, abutments or complete continuous units of superstructure. Staged Design Submittals for other components of the Project might include grading, drainage, signing & pavement marking and erosion control. If the DB Team chooses to provide Staged Design Submittals, the list of Staged Design Submittals shall be identified as part of the proposed Construction Submittals Schedule.

### **Changes to Accepted and Released for Construction Submittals**

After GDOT has accepted the Final Plans and has authorized them as Released for Construction then the DB Team shall submit to GDOT a request for any subsequent plan/design changes and include necessary documentation which supports the reasoning behind the change request. GDOT must accept the requested change with written notice prior to its implementation as a plan revision and subsequent construction activity.

### **Presentation Requirements**

The DB Team shall provide all plan submittals in accordance with the *Plan Development Process (PDP)*, *Electronic Data Guidelines (EDG)* and the *Plan Presentation Guide (PPG)* Manuals for GDOT reviews.

The Plans shall be fully dimensioned in English units; all elevations necessary for construction shall be shown similar to the Department’s normal practice. All plans are to be prepared on the scales according to GDOT’s Plan Presentation Guide (PPG).

Each location shall include details for all civil elements and calculations within proximity of the site so that these locations can be reviewed holistically and connections with communication and electrical networks are clearly understood.

**Construction Plans Organization and Sheet Index:** Construction plans shall be assembled according to the GDOT Plan Presentation Guide (PPG).

**Computations:** All design computations and computer printouts shall be neatly recorded on 8 ½” by 11”, fully titled, numbered, indexed, dated and signed by the designer/Project manager and checker. The computer files and two copies of the computations fully checked and appropriately bound, shall be submitted to GDOT with the plans. A complete tabulation of the drainage analysis along with the calculations used to determine the size of drainage structures shall be submitted to GDOT.

**Submittal Formats:** Each design submittal shall, in addition to electronic delivery in .pdf format on the web-based document management system, consist of ten (10) sets of scalable 11”x 17” or 12” x 18”, six (6) full size 24” x 36” design drawings and six (6) sets of calculations and a DVD/CD of the submittal including all InRoads, MicroStation V8 format files. For all Final Plan submittals (plans, calculations, specifications, reports, etc.), each document shall be sealed by a qualified Registered Professional Engineer in the State of Georgia. In addition to written design review comments (if any), design drawings may be returned to the DB Team with any remarks indicated. After a design drawing submittal is “Released for Construction”, the DB Team shall, in addition to posting the complete electronic files on the web-based document management system, furnish GDOT with one (1) full size 24” x 36” set and ten (10) sets of 11”x 17” or 12” x 18”, corrected design drawings as well a DVD/CD containing the design drawings in InRoads, Micro-station V8 format. After all individual Staged Design Submittals have been accepted for a particular Construction Phased Plan; a final complete set of plans for the Construction Phase will be compiled and provided to GDOT as the Released for Construction set.

**Additional Specifications:** In addition to the design drawings that include Georgia standards and details, the DB Team shall prepare and furnish to GDOT, specifications for construction work included in the plans which are not covered by the GDOT’s *Standard Specifications*, the *Supplemental Specifications* and/or the *Special Provisions* as required in Volume 3 Manuals (Technical Documents).

Any submittal(s) received by GDOT after 12 PM (noon) shall be considered as being received the following business day.

### **23.3 Submittals Process**

Review of the Design Documents by GDOT may be limited to the basic requirements of the DB Documents, relating to design compliance and material type(s) and may not include detailed review or checking of design of components and related details or the accuracy with which such designs are depicted on the design drawings.

Review and/or acceptance of any Design Documents shall not relieve the DB Team of responsibility under the Contract including the overall correctness of Design Documents including engineering mathematical computations. All Design Documents, including but not limited to plans, specifications, reports, calculations, shop drawings (where public safety is affected) and Permit documents shall be submitted to GDOT. GDOT will be responsible for distributing the submittals to all required parties of the contract.

All Submittals shall include a cover letter describing the submittal, review period and the due date for any GDOT response.

All Submittals shall include the DB Team's QC/QA certification statement (in addition to the design consultant's QC/QA certification statement for all design related submittals). GDOT will reject any submittal if the QC/QA certification statement is not included. Each submittal shall also provide a certification statement that the submittal complies with all terms and conditions of the DB Agreement signed by the Designer of Record.

### **Required Participants of the Process**

GDOT, except as otherwise required in the DB Documents, will be primarily responsible for verifying that the accepted Design Quality Management Process as required in Section 2 has been followed, verifying that the submittal meets all contract requirements, ensuring that all necessary Governmental Approvals have been obtained by the DB Team, and performing any review(s) as provided for in Volume 2, Section 23.2.

DB Team is responsible to provide all required Submittals in compliance with the DB Documents and in compliance of the accepted Submittals Schedule. The DB Team must further provide a certification that the submittal meets the terms of the contract and has been independently reviewed in accordance with the accepted Design Quality Management Plan (see Section 2.2.15) with the each submittal.

### **Process**

- The DB Team shall provide independent review for all submittals in compliance with the accepted Design Quality Management Plan as specified in Section 2.2.15.
- DB Team provides the submittal to GDOT via web based application and required hard copies in accordance with the submittal schedule. Submittals shall be categorized into "Discipline Groups" as follows:
  - Right of Way, Railroad and Utilities (RRU Group)
  - Roadway, Drainage and Maintenance of Traffic (RDMOT Group)
  - Bridge, Structures, Retaining Walls and Aesthetics (BSRA Group)
  - ITS, Traffic (includes signing, pavement marking, signals and lighting) (ITSTT)
  - All types (ALL Group)
  - Other (OTH)
- GDOT logs in the submittal and distributes to the required review participants.

- Review period begins (the following business day for any submittals received after 12p.m.) per the period as prescribed in Volume 2, Section 23.2, except where there is a maximum number of concurrent submittals of a particular type specifically noted in Volume 2, Section 23.2; in such cases and where the maximum is exceeded, the review period will begin when prior submittal reviews are completed so that the maximum number in concurrent review is not exceeded. For the general case where there is not a maximum number of concurrent submittals specifically noted in Volume 2, Section 23.2, an additional seven (7) days will be added to the prescribed review period whenever there are more than five (5) concurrent submittals in review in the subject document's particular Discipline Group. Further, an additional seven (7) days will be added for each additional increment of five (5) concurrent submittals in review in a Discipline Group. For example, if there are between six (6) and ten (10) submittals in concurrent review in a Discipline Group, then an additional seven (7) days are added; and if there are between eleven (11) and fifteen (15) submittals in concurrent review in a Discipline Group, then an additional fourteen (14) days are added, etc. For purposes of calculating the number of submittals, the accepted submittal schedule will generally be used as a guide except that complementary documents, for example bridge plans and bridge calculations, will be considered a single submittal. Documents that fully integrate multiple disciplines in the presentation, for example roadway and drainage plans, together with the respective calculations would be counted as one submittal. For example documents or packages that include multiple bridges or toll gantries, each individual bridge or toll gantry will be counted as a separate submittal.
- Once a review is complete the drawings and or Submittal will be designated by GDOT as either:
  - Accepted
  - Accepted with Comments
  - Rejected

The terms “Accepted” and “Accepted with Comments” shall mean that the design process may proceed and is not a notice that construction may begin.

- If “Accepted” or “Accepted with Comments”, the GDOT Representative will deliver the comments and, if necessary, return the drawings and/or Submittal via web based application and/or hard copy to the DB Team. For final Submittals, after updating the documents to resolve all comments (as applicable) and receiving written notice from GDOT that the drawings and/or Submittal are “Released for Construction” pursuant to Exhibit 1 of the DB Agreement, the DB Team shall stamp the accepted set “Released for Construction” and distribute copies as required within three (3) business days.
- If “Rejected”, the GDOT Representative shall deliver the rejected drawings and/or Submittal via web based application and/or hard copy to the DB Team. The DB Team shall address the specific comments and resubmit. The resubmittal become a new Submittal and shall follow the same time period as provided in Volume 2, Section 23.2.

## **23.4 Shop Drawings and Temporary Works Submittals**

### **23.4.1 General**

Shop drawings include all working, shop, and erection drawings, associated trade literature, calculations, schedules, manuals, and similar documents submitted by the DB Team to define some portion of the project work. The type of work includes both permanent and temporary works as appropriate to the project. Permanent works include all the permanent structures and parts thereof required of the completed DB Documents. Temporary works include any temporary construction work necessary for the construction of the permanent works. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection equipment, and the like. Falsework includes any temporary construction work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations, and any proprietary equipment including modular shoring frames, post shores, and adjustable horizontal shoring. Formwork includes any structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets. Formwork may be either permanent formwork requiring a shop drawing submittal such as stay-in-place metal or concrete forms, or may be temporary formwork which requires certification by the Specialty Engineer for construction affecting public safety and for major and unusual structures. Scaffolding is an elevated work platform used to support workmen, materials and equipment, but not intended to support the structure. Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this Section, this term is interchangeable with falsework.

Construction affecting public safety is defined as construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels of navigable waterways and walls or other structure foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the DB Team's control and outside the limits of, or influence of, normal public access.

For the purpose of shop drawing review and processing as described in Section 23.4, the term "Specialty Engineer" will apply to the initiator or producer of shop drawings regardless of whether or not that party is normally the EOR; and the term "Engineer of Record" will apply to the shop drawing checker and certifier regardless of whether or not that party is normally the EOR or the Specialty Engineer.

### **23.4.2 Work Items Requiring Shop Drawings**

In general, GDOT requires shop drawings for items of work not fully detailed in the plans which require additional drawings and coordination prior to constructing the item, including but not limited to:

- Bridge components not fully detailed in the plans, i.e. segments, steel girder details, post-tensioning details, handrails, etc.
- Retaining wall systems
- Precast Box Culverts
- Non-standard Drainage structures, attenuators, and other nonstructural items
- Building structures
- Drainage structures, attenuators, and other nonstructural items
- Design and structural details furnished by the DB Team in compliance with the Contract
- Temporary Works affecting public safety

### **23.4.3 Schedule of Submittals**

Shop drawings shall be included on the submittal schedule described in Section 23.1. For each planned shop drawing submittal, define the type and approximate number of drawings or other documents that are included and the planned submittal date, considering the processing requirements herein. Coordinate subsequent submittals with Project Schedule to allow sufficient time for review and re-submittal as necessary.

### **23.4.4 Style, Numbering, and Material of Submittals**

#### **23.4.4.1 Drawings**

The DB Team shall submit the shop drawings electronically in .pdf format on the web-based project management program. In addition to the electronic delivery, the DB Team shall furnish four sets of shop drawings to GDOT for review. Consecutively number each sheet in the submittal series, and indicate the total number in the series (i.e., 1 of 12, 2 of 12, . . . , 12 of 12). Include on each sheet the following items as a minimum requirement: Bridge Number(s), drawing title and number, a title block showing the names of the fabricator or producer and the DB Team for which the work is being done, the initials of the person(s) responsible for the drawing, the date on which the drawing was prepared, the location of the item(s) within the project, the DB Team's approval stamp with date and initials, and, when applicable, the signature and seal of the Specialty Engineer. A re-submittal will be requested when any of the required information is not included.

#### **23.4.4.2 Other Documents**

In addition to electronic delivery in .pdf format on the web-based project management program, the DB Team shall provide four sets of original documents or clearly legible photographic or xerographic copies of documents other than drawings, such as trade literature, catalogue information, calculations, and manuals. Clearly label and number

each sheet in the submittal to indicate the total number of sheets in the series (i.e., 1 of 12, 2 of 12, . . . 12 of 12). Provide an additional three sets of documentation for items involved with precast pre-stressed components. Provide an additional two sets of documentation for items involving structural steel components. Bind and submit all documents with a table of contents cover sheet. List on the cover sheet the total number of pages and appendices, and include a title referencing the submittal item(s), the name of the firm and person(s) responsible for the preparation of the document, the DB Team’s approval stamp with date and initials, and, when applicable, the signature and seal of the Specialty Engineer. Submit appropriately prepared and checked calculations and manuals that clearly outline the design criteria. Include on the internal sheets the initials of the person(s) responsible for preparing and checking the document. Clearly label trade literature and catalogue information on the front cover with the title, date and name of the firm and person(s) responsible for that document.

### **23.4.5 Submittals and Copies**

#### ***23.4.5.1 General***

Shop drawings are not required for Qualified Products accepted by GDOT and included on the Qualified Product List as specified in Volume 3 Manuals. For non-Qualified Product, the DB Team will submit shop drawings to GDOT after the EOR has reviewed and accepted for conformance with the DB Documents and compliance to the design intent. Upon completion of GDOT’s review, GDOT’s red ink review stamp will signify an officially reviewed shop drawing and will state either “Released for Construction” or “Released for Construction as Noted”.

#### ***23.4.5.2 DB Team-Originated Design***

Submit shop drawings and applicable calculations to the EOR for review. Ensure that each sheet of the shop drawings and the cover sheet of the calculations are signed and sealed by the Specialty Engineer.

#### ***23.4.5.3 Temporary Works***

For construction affecting public safety, submit to the EOR shop drawings and the applicable calculations for the design of special erection equipment, false-work, scaffolding, etc. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer.

#### ***23.4.5.4 Formwork and Scaffolding***

The DB Team is solely responsible for the safe installation and use of all formwork and scaffolding. GDOT does not require any formwork or scaffolding submittals unless such work would be classified as construction affecting public safety.

#### ***23.4.5.5 Other Miscellaneous Design and Structural Details Furnished by the DB Team in Compliance with the Contract***



Submit, to the EOR, shop drawings and the applicable calculations. Ensure that each sheet of the shop drawings and the cover sheet of the applicable calculations is signed and sealed by the Specialty Engineer.

### **23.4.6 Processing of Shop Drawings**

#### ***23.4.6.1 DB Team Responsibility for Accuracy and Coordination of Shop Drawings***

Coordinate, schedule, and control all submittals, with a regard for the required priority, including those of the various subcontractors, suppliers, and GDOTs, to provide for an orderly and balanced distribution of the work. Coordinate, review, date, stamp, accept and sign all shop drawings prepared by the DB Team, Contractors, or DB Team-Related Entities (subcontractor, fabricator, supplier, etc.) prior to submitting them to GDOT for review. Submittal of the drawings confirms verification of the work requirements, units of measurement, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers, and other similar data. Indicate on each series of drawings the specification section and page or drawing number of the Released for Construction plans to which the submission applies. Indicate on the shop drawings all changes from the Released for Construction drawings and itemize all changes in the letter of transmittal. Likewise, whenever a submittal conforms to the Released for Construction plans, clearly state so in the transmittal letter. Schedule the submission of shop drawings to allow a GDOT review period as specified in the DB Documents. The review period commences upon GDOT's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the DB Team. The DB Team is discouraged from transmitting voluminous submittals of shop drawings at one time. For submittals transmitted in this manner, allow for additional review time. Only shop drawings distributed by GDOT with the "red ink" stamps are valid and all work that the DB Team performs in advance of GDOT's release of shop drawings will be at the DB Team's risk.

#### ***23.4.6.2 Scope of Review by the Engineer of Record***

The EOR's review of the shop drawings is for conformity to the requirements of the DB Documents and to the intent of the design. The EOR's review of shop drawings, which includes means, methods, techniques, sequences, and construction procedures, is limited to the effects on the permanent works. The EOR's review of submittals, which includes means, methods, techniques, sequences, and construction procedures, does not include an in-depth check for the ability to perform the Work in a safe or efficient manner.

#### ***23.4.6.3 Special Review by the Engineer of Record of Shop Drawings for Construction Affecting Public Safety***

For construction affecting public safety, the EOR will make an independent design review of all relevant shop drawings and similar documents. The DB Team shall not

proceed with construction of the permanent works until receiving the EOR's approval. Send a copy of the approval letter to GDOT. The review of these shop drawings is for overall structural adequacy of the item to support the imposed loads and does not include a check for economy, efficiency or ease of construction.

### **23.4.7 Other Requirements for Shop Drawings for Bridges**

#### **23.4.7.1 Shop Drawings for Structural Steel and Miscellaneous**

##### **Metals**

Furnish shop drawings for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop, and erection drawings, welding procedures, and other working plans showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

#### **23.4.7.2 Shop Drawings for Concrete Structures**

Furnish shop drawings for concrete components that are not cast-in-place and are not otherwise exempted from submittal requirements. Also, furnish shop drawings for all details that are required for the effective prosecution of the concrete work and are not included in the DB Documents such as: special erection equipment, masonry layout diagrams, and diagrams for bending reinforcing steel, in addition to any details required for concrete components for the permanent work.

#### **23.4.7.3 Special Construction Submittals**

In addition to any other requirements, within 60 days from the issuance of the notice to proceed, the DB Team shall submit information to GDOT outlining the plan for integration into the overall approach to the project. Where applicable to the project, include, but do not limit this information to:

- The overall construction program for the duration of the DB Agreement. Clearly show the milestone dates. (For example, the need to open a structure by a certain time for traffic operations.)
- The overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected, and the sequence in which spans are to be made continuous. Erection plans and sequence drawings shall be provided for all bridge construction work to be performed on or over railroad ROW as defined in Section 14 of Volume 3.
- The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction, and an outline of how to deal with such obstacles while building the structure(s). (For example, obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property, and the DB Team's own temporary works, such as haul roads, cofferdams, plant clearances and the like.)

- The approximate location of any special lifting equipment in relation to the structure, including clearances required for the operation of the equipment. (For example, crane positions, operating radii and the like.)
- The approximate location of any temporary falsework, and the conceptual outline of any special erection equipment. Provide the precise locations and details of attachments, fixing devices, loads, etc. in later detailed submittals.
- An outline of the handling, transportation, and storage of fabricated components, such as girders or concrete segments. Provide the precise details in later detailed submittals.
- Any other information pertinent to the proposed scheme or intended approach.
- Clearly and concisely present the above information on as few drawings as possible in order to provide an overall, integrated summary of the intended approach to the project. GDOT will use these drawings for information, review planning, and to assess the DB Team's approach in relation to the intent of the original design. The delivery to and receipt by GDOT does not constitute any GDOT acceptance or approval of the proposals shown thereon. Include the details of such proposals on subsequent detailed shop drawing submittals. Submit timely revisions and re-submittals for all variations from these overall scheme proposals.

#### ***23.4.7.4 Shop Drawings Requiring Railroad Coordination***

GDOT acceptance of shop drawings and submittals involving railroad coordination and review does not constitute final acceptance to begin work on these items. Refer to the requirements of Section 14 for coordination and duration of shop drawing reviews for construction work being performed on or over the ROW of the railroad. Direct coordination between the RUU Group and the railroad will be necessary to ensure that all necessary approvals from the railroad are in place prior to beginning of construction activities in these areas.

#### **23.4.8 Modifications on Construction**

Where GDOT allows the DB Team to make modifications to the permanent works for the purposes of expediting the DB Team's chosen construction methods, the DB Team shall submit proposals to the EOR for review and approval prior to modifying the works. Submit proposals for minor modifications under the shop drawing process. Indicate on all drawings the change(s) from the DB Documents and itemize all Change Requests in the letter of transmittal. GDOT will require additional submittals for major modifications. Minor modifications are those items that, in the opinion of GDOT, do not significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its components. (For example, adjusting concrete dimensions, substituting steel plate sizes, changing reinforcing bar size and spacing, etc., all within the acceptable limits of the design.) Major modifications are any modifications that, in the opinion of GDOT, significantly affect the quantity of measured work, or the integrity or maintainability of the structure or its' components. (For example, substituting alternative beam sizes and spacing's, changing material strength or type, and the like.) Provide signed and sealed

revised sheets to GDOT for any required revisions to the Released for Construction plans prior to submitting shop drawings. GDOT's decision on the delineation between a minor and a major modification and the disposition of a proposal is final.

## 23.5 As-Built Plans

Upon completion of the Construction Work, a complete set of As-Built Plans (Record Drawings), organized by Construction Phase shall be provided to GDOT as a condition to Final Acceptance and in the following formats:

- Two (2) CD-ROMs or DVDs containing:
  - all electronic design files, electronic calculations, etc.
  - full-size 24" x 36" .tiff images of each plan sheet – one sheet per file
  - full-size 24" x 36" .pdf containing the entire plan set
- One (1) hard copy of the design databook, and drainage calculations
- Two (2) full-size 24" x 36" set of bond prints
- Two (2) half-size 11" x 17" or 12" x 18" set of bond prints

These as-built Record Drawings shall not be field sketches or redlines, but shall be CAD generated drawings which compile all field changes, redlines, plan revisions, and all non-conforming work into a single "strike-through" format set of plans. Where appropriate, new drawings may be inserted to depict portions of the as-built work.

### **For toll projects:**

The toll and toll-related ITS elements of the as-built Record Drawings shall be provided as a separate sub-set by Construction Phase and include but are not limited to, toll locations, toll-related ITS locations, communication hub, fiber backbone, ground boxes, and toll / toll-related ITS lateral locations which shall be provided to SRTA at turnover. These toll and toll-related ITS element as-built Record Drawings shall also be provided to the Department as a condition of Final Acceptance. Draft as-built plans shall be provided to the Department and SRTA for each Toll Location and toll-related ITS location as part of the site turnover process. In addition to the deliverables above, the as-built submittals for toll, toll-related ITS and GDOT ITS shall include an Excel spreadsheet with separate columns for latitude, longitude, station, roadway, device type, manufacturer and model number. Furthermore, linear features shall include a latitude and longitude value for the beginning and end points. Latitude and longitude values shall be accurate to two (2) feet and be in degrees, minutes, and seconds format. GPS points for polygon features (e.g. communication hub can be taken from an edge of the feature).

The DB Team shall be responsible for all production and delivery of materials needed for Department review. Both a member of the design team, who is a Professional Engineer, and a member who is a Registered Surveyor, licensed to practice engineering in the State of Georgia shall seal the As-Built plans.

All files are to conform to the criteria for the design platform of choice (CAiCE or InRoads) found in the Department's Electronic Data Guidelines (EDG), most current version, found at:

<http://www.dot.ga.gov/doingbusiness/PoliciesManuals/roads/Pages/Committee.aspx>

GA Weather Stations and Divisions by National Oceanic and Atmospheric Administration (NOAA) with GDOT Weather Zones

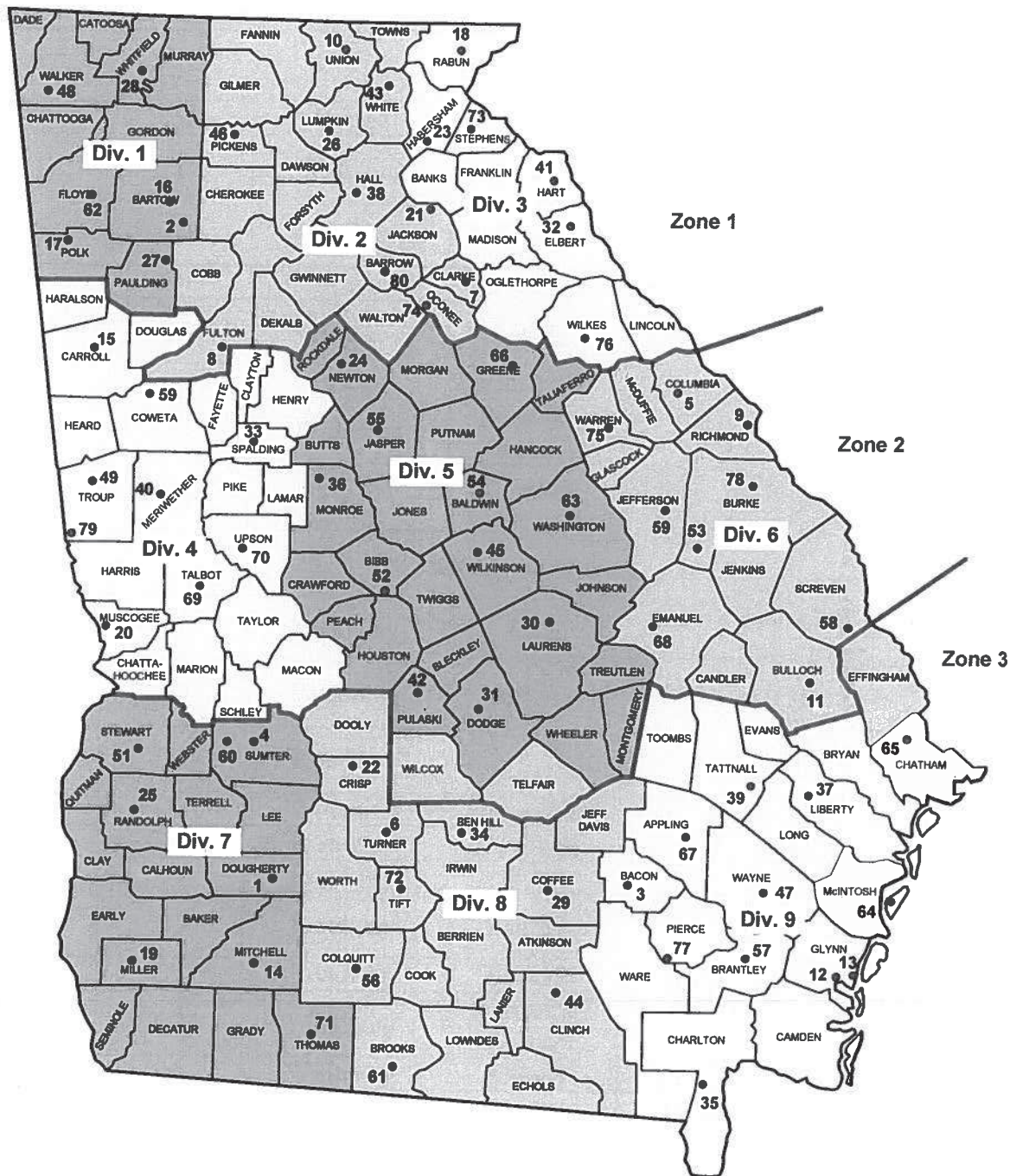


FIGURE 1 GDOT Weather Zones and NOAA Weather Stations and Divisions.



# GDOT RIGHT OF WAY

\* Indicates Required Field

## LOCATE REQUEST FORM

Completing and returning this request does not cover utility locates provided by 811 you are responsible to contact them directly.

1	* DATE	* GDOT Manager	* GDOT PI or Permit #
2	* COMPANY NAME	* EMAIL ADDRESS	
3	* NAME	* PHONE NUMBER WITH AREA CODE	
4	* COMPANY ADDRESS	* CITY, STATE, ZIP CODE	
5	* ONSITE CONTACT NAME	* PHONE NUMBER WITH AREA CODE	
6	* Location, (e.g.,I-75)	* <input type="checkbox"/> East Bound <input type="checkbox"/> West Bound	<input type="checkbox"/> North Bound <input type="checkbox"/> South Bound
			* Mile Marker
7	Acceptable formats: NAD83, WGS84, Decimal Degrees, Degrees Decimal Minutes and Degrees Minutes Decimal Seconds	LATITUDE	LONGITUDE
8	NEAREST CROSS STREET/ROAD REGARDLESS OF SIZE (indicate street, road, etc.)		
9	ADDITIONAL ADDRESS OR DIRECTIONAL INFORMATION TO JOB SITE (i.e., directions, landmarks, etc.)		
10			
11	* It is requested the site be pre-marked in WHITE. Is this complete? <input type="checkbox"/> YES		
12	* TYPE OF WORK (Examples: trench for sewer, cable/telephone drops, static sign installation, plant trees/shrubs, ditch work, etc.)		
13	* EXTENT OF WORK (Examples: located at damaged guardrail, 3 feet off of road apron, spillway to curb, etc.)		
14			
15	* Requested work date and time of excavation	Dig by date (provided by GDOT)	
16	EXPIRATION DATE OF TICKET (provided by GDOT)	Maximo WO Number (provided by GDOT)	
17	Confirmation will be sent via E-Mail when locate is cleared		
18	REMARKS (Notes about excavation site)		
19			
20			
21			
22			
23			

# **Georgia Department of Transportation Programmatic Technical Provisions**

## **Design-Build Project**

### **VOLUME 3 MANUALS (Technical Documents)**



## Volume 3 Manuals (Technical Documents)

All Work shall conform with all applicable Manuals and Guidelines developed for and including AASHTO, FHWA, GDOT, and additional requirements stated in this document and reasonably inferred therefrom. It is the Design-Build Teams responsibility to verify order of the precedence of any State or Federal manual requirement where any potential conflict may exist. The Design-Build Team shall coordinate with the appropriate State and/or Federal agency to confirm the policy and regulations to avoid any conflict of the following manuals prior to design and/or construction. Following is a list of manuals and guidelines that shall be used, in the performance of Work provided that the Work shall not be governed solely by such manuals and guidelines listed herein, and provided further that it is the Design-Build Team's responsibility to locate and utilize the most current edition at the time of the RFP advertisement, including updates, of all such referenced materials for the Work required.

1. AASHTO – A Policy on Geometric Design of Highways and Streets  
[https://bookstore.transportation.org/item\\_details.aspx?ID=110](https://bookstore.transportation.org/item_details.aspx?ID=110)
2. AASHTO – Guide for High-Occupancy Vehicle Facilities  
[https://bookstore.transportation.org/Item\\_details.aspx?id=114](https://bookstore.transportation.org/Item_details.aspx?id=114)
3. AASHTO – Standard Specification for Structural Supports for Highway Signs, Luminaires and Traffic Signals (LTS-5)  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1319](https://bookstore.transportation.org/item_details.aspx?ID=1319)
4. AASHTO – Roadside Design Guide  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1802](https://bookstore.transportation.org/item_details.aspx?ID=1802)
5. AASHTO – Roadway Lighting Design Guide  
[https://bookstore.transportation.org/item\\_details.aspx?ID=320](https://bookstore.transportation.org/item_details.aspx?ID=320)
6. AASHTO – LFD Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition  
[https://bookstore.transportation.org/Item\\_details.aspx?id=51](https://bookstore.transportation.org/Item_details.aspx?id=51)
7. AASHTO – AASHTO LRFD Bridge Construction Specifications, 6<sup>th</sup> Edition  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=132](https://bookstore.transportation.org/collection_detail.aspx?ID=132)
8. AASHTO –Manual for Bridge Evaluation, 2<sup>nd</sup> Edition, with 2011 Interim Revisions  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1809](https://bookstore.transportation.org/item_details.aspx?ID=1809)
9. AASHTO – Guide Specification for Structural Design Sound Barrier  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1155](https://bookstore.transportation.org/item_details.aspx?ID=1155)
10. AASHTO – AWS D1.1/ANSI Structural Welding Code – Steel  
[http://www.techstreet.com/cgi-bin/detail?doc no=AWS%7CD1\\_1\\_D1\\_1M\\_2008&product id=1519645](http://www.techstreet.com/cgi-bin/detail?doc no=AWS%7CD1_1_D1_1M_2008&product id=1519645)
11. AASHTO – D1.5/AWS D1.5 Bridge Welding Code  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1756](https://bookstore.transportation.org/item_details.aspx?ID=1756)
12. AASHTO – Highway Capacity Manual  
<http://www.techstreet.com/cgi-bin/detail?product id=957255>

13. Federal Highway Administration (FHWA) Roadway Construction Noise Model (RCNM) and Guideline Handbook  
[http://www.fhwa.dot.gov/environment/noise/construction\\_noise/rcnm/index.cfm](http://www.fhwa.dot.gov/environment/noise/construction_noise/rcnm/index.cfm)
14. AISC Manual of Steel Construction, referred to as “AISC Specifications”  
<http://www.aisc.org/store/p-1578-steel-construction-manual-thirteenth-edition.aspx>
15. American National Standards Institute (ANSI)/ Illuminating Engineering Society of North America (IESNA) RP-14-8-Recommended Practice for Roadway Lighting  
<http://www.ies.org/store/product/roadway-lighting-ansiies-rp814-1350.cfm>
16. America Disabilities Act Accessibility Guidelines (ADAAG)  
<http://www.ada.gov/stdspdf.htm>
17. Manual of Uniform Traffic Control Devices (MUTCD)  
<http://mutcd.fhwa.dot.gov/>
18. GDOT – Signing and Marking Design Guidelines  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
19. GDOT – Utility Accommodation Policy and Standards Manual  
<http://www.dot.ga.gov/PS/Utilities>
20. GDOT - Geotechnical Engineering Manual and Guidelines  
<http://www.dot.ga.gov/PS/Materials#tab-3>
21. GDOT – STI (Sampling, Testing and Inspection) Quick Guide and Documents  
<http://www.dot.ga.gov/PS/Materials#tab-2>
22. GDOT – Qualified Products List (QPL)  
<http://www.dot.ga.gov/PS/Materials/QPL>
23. GDOT – Pavement Design Manual  
<http://www.dot.ga.gov/PS/Materials#tab-3>
24. GDOT – Manual on Drainage Design for Highways  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
25. GDOT – Automated Survey Manual  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
26. GDOT – Regulations for Driveway and Encroachment Control  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
27. GDOT – Electronic Data Guidelines  
<http://www.dot.ga.gov/PS/DesignManuals>
28. GDOT – Plan Development Process  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
29. GDOT – Plan Presentation Guide  
<http://www.dot.ga.gov/PS/DesignManuals>
30. GDOT – Preliminary Field Plan Review Checklist  
<http://www.dot.ga.gov/PS/DesignManuals/DesignResources>
31. GDOT – Final Field Plan Review Checklist  
<http://www.dot.ga.gov/PS/DesignManuals/DesignResources>

32. GOT – Design Policy Manual  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
33. GDOT ITS Design Manual  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
34. GDOT – NPDES General Permit Guidance  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
35. GDOT – LRFD Bridge and Structure Design Manual  
[http://www.dot.ga.gov/PartnerSmart/DesignManuals/BridgeandStructure/LRFD\\_Design\\_Manual.pdf](http://www.dot.ga.gov/PartnerSmart/DesignManuals/BridgeandStructure/LRFD_Design_Manual.pdf)
36. GDOT – Environmental Procedures Manual  
<http://www.dot.ga.gov/PS/DesignManuals/EnvironmentalProcedures>
37. GDOT – Standard Specifications, Construction of Transportation Systems  
<http://www.dot.ga.gov/PS/Business/Source/Specifications>
38. GDOT – Special Provisions; Shelf Special Provisions, Reference Special Provisions, Supplemental Specifications  
SharePoint Site
39. GDOT – Construction Standards and Details  
[http://www.standarddetails.dot.ga.gov/stds\\_dtls/](http://www.standarddetails.dot.ga.gov/stds_dtls/)
40. GDOT – ROW Acquisition Guide  
[http://www.dot.ga.gov/localgovernment/Documents/AcquisitionGuide\\_2008\\_10-23-08.pdf](http://www.dot.ga.gov/localgovernment/Documents/AcquisitionGuide_2008_10-23-08.pdf)
41. GDOT Statewide MS4 Permit  
[http://epd.georgia.gov/sites/epd.georgia.gov/files/related\\_files/site\\_page/Final\\_DOT\\_SW\\_NPDES\\_Permit\\_MS4\\_Dec\\_2011.pdf](http://epd.georgia.gov/sites/epd.georgia.gov/files/related_files/site_page/Final_DOT_SW_NPDES_Permit_MS4_Dec_2011.pdf)
42. GDOT - Design of Post-Construction BMPs  
<http://www.dot.ga.gov/PS/DesignManuals/DesignGuides>
43. Georgia Soil and Water Conservation Commission - Manual for Erosion and Sediment Control in Georgia  
<http://gaswcc.georgia.gov/manuals>
44. Georgia State Stormwater Assessment Program  
<http://www.dot.ga.gov/PartnerSmart/utilities/Documents/SSAPScopeOfServices.pdf>
45. Bridge Inspection Evaluation Maintenance Manual  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1617](https://bookstore.transportation.org/item_details.aspx?ID=1617)
46. FHWA Traffic Detector Handbook  
<http://www.fhwa.dot.gov/tfhrc/safety/pubs/lp90002/intro.htm>
47. FHWA Mitigation Strategies for Design Exceptions  
[http://safety.fhwa.dot.gov/geometric/pubs/mitigationstrategies/fhwa\\_sa\\_07011.pdf](http://safety.fhwa.dot.gov/geometric/pubs/mitigationstrategies/fhwa_sa_07011.pdf)
48. FHWA Traffic Monitoring Guide  
<http://www.fhwa.dot.gov/ohim/tmguide/index.htm>
49. Occupational Safety and Health Administration Standards (OSHA)  
[http://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=Construction](http://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=Construction)

50. National Electrical Safety Code ANSI C2 (NESC)  
[http://standards.ieee.org/nesc/nesc\\_preprint.html](http://standards.ieee.org/nesc/nesc_preprint.html)
51. U. S. Environmental Protection Agency Regulations  
<http://www.epa.gov/lawsregs/>
52. GDOT Public Information Policy Manual
53. American Railway Engineering and Maintenance-of-Way Association (AREMA)  
<http://www.arena.org/index.aspx>
54. GDOT Work Zone Safety and Mobility Policy  
<http://www.dot.ga.gov/PartnerSmart/Training/Documents/WZS/WorkZoneSafety/images/WorkZoneSafetyandMobilityPolicyRevwiithsubpartK.DOCX>
55. GDOT –Quality Control and Quality Assurance Manual  
<http://www.dot.ga.gov/PS/DesignManuals/DesignResources>
56. Federal Railroad Administration Regulations  
<http://www.fra.dot.gov>
57. MUTCD-Standards Highway Signs and Markings  
[http://mutcd.fhwa.dot.gov/ser-shs\\_millennium.htm](http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm)
58. Georgia Stormwater Management Manual  
<http://www.georgiastormwater.com/>
59. GDOT ITS Strategic Deployment Plan (Posted on SharePoint)
60. ITE/AASHTO Traffic Management Data Dictionary (TMDD), Standards for Traffic Management Center to Center Communications Version 2.1
61. AASHTO – A Policy on Design Standards Interstate System  
[https://bookstore.transportation.org/item\\_details.aspx?ID=1175](https://bookstore.transportation.org/item_details.aspx?ID=1175)
62. Etowah Aquatic Habitat Conservation Plan Runoff Limits Manual  
[http://www.etowahhcp.org/runoff/runoff\\_limits\\_manual\\_draft\\_2009\\_09\\_15.pdf](http://www.etowahhcp.org/runoff/runoff_limits_manual_draft_2009_09_15.pdf)
63. Georgia Traffic Incident Management Guidelines  
[http://www.timtaskforce.com/documents/TIM/GeorgiaTIMGuidelines\\_FINAL\\_V0003.pdf](http://www.timtaskforce.com/documents/TIM/GeorgiaTIMGuidelines_FINAL_V0003.pdf)
64. GDOT Construction Manual and Form Documents.  
<http://www.dot.ga.gov/PartnerSmart/Business/Source/Pages/ConstructionSpecs.aspx>
65. Other manuals, documents, procedures and standards as referenced in the DB Documents.