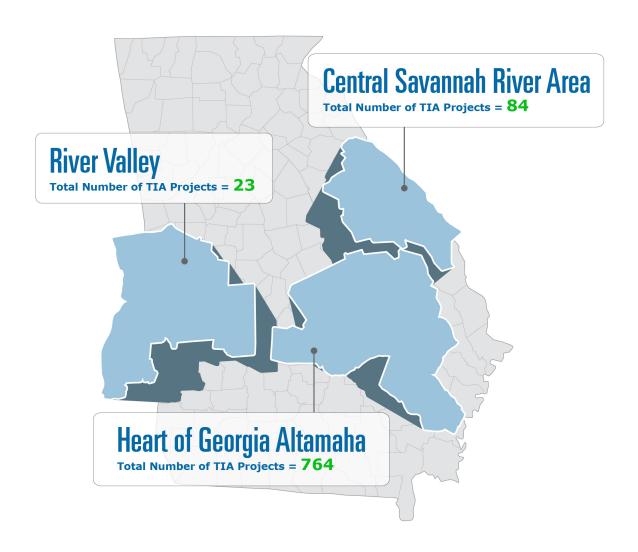


Program Procedure Manual PPM Section 02 – Contracts

August 2014 Version: v1.1.3



Prepared for:

Georgia Department of Transportation Office of TIA

Prepared by

AECOM Technical Services, Inc.



PPM 02 - Contracts

Prepared for

Georgia Department of Transportation - TIA Office

Prepared by AECOM

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In association with

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Mike Dover /TIA Administrator

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1	0	Nov 2013	Issued as Task Order 1 Deliverable
1	1	Apr 2014	Quarterly Refresh
1	2	Jun 2014	Publication to TIA Website
1	3	Aug 2014	Revision to Section 4 of PPM. Update Sections 6 & 7 as well as inclusion of GSICA Affidavit in Rapid Response Solicitation Project forms.

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1.0 Preamble

The Georgia Department of Transportation (GDOT) has been delegated the management of the budget, schedule, execution, and delivery of projects on the Approved Investment List(s) of the three (3) Special Districts that voted to levy the special district transportation sales and use tax. This includes managing any contracts/agreements executed by the Department and a vendor, local government, contractor, etc. and policies and procedures are set forth below detailing this process.

Project Delivery

In accordance with the TIA enabling legislation and in managing the budget, schedule, execution, and delivery of the Projects contained in the Approved Investment List(s), GDOT shall exclusively determine whether a Project is to be designed and constructed by GODT, by or on behalf of a local government, or by another public or private entity.

Reimbursement of TIA funds to Local Government or others

Any project costs incurred by or on behalf of any local government, regional commission or other entity prior to the execution of a TIA Agreement between the local government and GDOT shall not be considered an eligible project cost.

2.0 Purpose

It is intended that the principles described in this Program Procedure Manual (PPM) are supported by the Program team and that they define specific procedures describing any required processes to a level of detail sufficient to control the process.

Due to the size and complexity of the Program and in order to manage the program risk, deliverables and resourcing, the management and delivery process varies significantly from that of a routine, "business as usual" program.

3.0 Local Project Delivery Application

GDOT created a project delivery application that shall be completed by a local government, or another public or private entity and submitted to GDOT for approval to deliver projects contained in the approved investment list.

Work/Process Flow

With the support of the TIA Program Manager (PgM), the GDOT Regional Coordinator (RC) is responsible for reviewing and recommending approval to the TIA Administrator any application submitted by an outside entity to deliver TIA projects. The TIA Administrator will approve or deny a local delivery application based on information provided by outside entity.

- Upon receipt of application from outside entity, RC will provide a hard copy of the application to TIA Procurement
 Administrator (Procurement) and via email to the TIA Controls Manager at <u>TIAContracts@dot.ga.gov</u> in order to
 initiate the tracking of the Local Application
 - TIA Controls Manager will create entry of records in PMIS to track the receipt, and other routing stages of the Local Application.

- If clarification of the Application is required prior to approval by the TIA Administrator:
 - o RC or PgM will work with the outside entity and the PM (if assigned) to clarify issue(s)
- If the Application is approved by the TIA Administrator:
 - RC or PgM will submit letter of approval to outside entity, with copy to Procurement and TIA Controls Manager (via email to TIAContracts@dot.ga.gov) this will officially commence contracting process with outside entity.
 - o Procurement will coordinate with RC on required scope for contract
- If the Application is not approved by the TIA Administrator:
 - RC or PgM will submit letter of denial to outside entity with copy to TIA/GDOT Project Manager (PM), if one is assigned.
 - o RC and PgM will coordinate with outside entity to establish new project strategy.

4.0 Agreements (Contracts)

The TIA Program Office is responsible for managing the procurement and letting of various contracts in support of the TIA Program.

Work/Process Flow

The RC and the PgM have a joint role and are responsible for reviewing and recommending approval to the TIA Administrator any contract to be issued to an outside entity in the delivery of TIA projects. The TIA Administrator has final authority within the TIA Program Office to approve or deny the recommendation to execute any contract.

4.1 Contract Creation

- · Procurement will submit Contract ID request to Contracts Payable e-mail
- Procurement will coordinate with RC and PgM on setting final project budget
- Procurement will submit draft contract to RC/PgM
 - RC and PgM will determine if project agreement should be submitted for execution by outside entity.
 - o PM (if assigned) recommends contract execution
 - o PgM Recommendation to execute Contract
 - If PgM does not recommend contract execution: RC, PM (if assigned), and PgM will coordinate with outside entity to establish new project strategy.
 - o RC recommendation to execute Contract
 - If RC does not recommend contract execution: RC, PM (if assigned), and PgM will coordinate with outside entity to establish new project strategy.
- Procurement will coordinate with RC and PgM to ensure final funding is properly established (1625s / PMIS Budget Transfers).
- Procurement will finalize contract and submit to the TIA Office.
- TIA Office submits to outside entity for signature with copy to TIA Controls Manager (via email to TIAContracts@dot.ga.gov).

4.2 Contract Execution

- Upon receipt of signed contract from outside entity, TIA Office will review contract to ensure proper signatures have been completed and will route to TIA Procurement for routing preparation.
- Procurement will prepare required contract routing documentation, coordinating with PgM for required routing sheet.
- Procurement will enter contract into GDOT's Contract Authorization Tracking System (CATS)
- Procurement will route contract for required GDOT approval and signatures
- Executed contract is returned to TIA Office for distribution.

4.3 Contract Finalization Actions and NTP

Note: at this point the contract is executed and legally binding. The contract must be routed to OFM to encumber the funds and establish a Purchase Order (PO). All contracts executed in a fiscal year (FY) must be encumbered in the same FY Do not submit a contract for signature if you cannot fully execute the contract prior to FY end close.

Once the contract is fully executed, the PgM will review if any factors have impacted the cash flow model and/or schedule of the project to determine if NTP can be granted for the appropriate phase(s) to the outside entity. If no adverse issues exist:

- TIA Office will submit executed contracts to TIA Procurement for final administrative actions.
- Procurement will draft NTP letter and submit to TIA Office for action.
- TIA Office will deliver outside entity's executed Contract and NTP to outside entity.
- Procurement will create electronic record copies of contract and other significant documents and send to TIAContracts@dot.ga.gov for contract creation and filing in PMIS.
- Procurement will deliver original contract to TIA Section of General Accounting for PO creation (See section 4.4 for process)
- Procurement will ensure third original contract is filed according to State TIA Administrator instructions

4.4 Encumbering Purchase Orders for TIA Projects (PO Set-Up)

Initial PO Set-Up in PeopleSoft

- 1. 100% TIA Funded Contracts
 - i. If amount of the executed contract does/would exceed the balance of Special District funds available
 - i. the PO will initially be encumbered using:
 - 1. Fund Code 89999,
 - 2. the appropriate 51 Funding Source, and
 - 3. Program
 - a. the appropriate Program(s) if the assets will ultimately be owned by the state, or
 - Program NONE01 if the asset will ultimately be owned by the local (county, city, etc.).
 - ii. If there are sufficient Special District funds available to fund the executed contract, and the
 - i. Asset ultimately will be State Owned
 - 1. The PO will initially be encumbered using
 - a. Fund Code 10100,
 - b. the appropriate Program(s) and
 - c. the appropriate 51 Funding Source
 - ii. Asset will ultimately be owned by the local (county, city, etc.)
 - 1. The PO will initially be encumbered using
 - a. Fund Code 20200,
 - b. Program NONE01 and
 - c. the appropriate 51 Funding Source
- 2. Blended Projects Containing Federal Funds with Matching TIA Funds-
 - . If the amount of the TIA portion of the executed contract exceeds the balance of Special District funds available, the TIA portion of the PO will initially be encumbered using:
 - i. Fund Code 89999,
 - ii. the appropriate 51 Funding Source,
 - iii. Program
 - 1. the appropriate Program(s) if the assets will ultimately be owned by the state or
 - 2. Program NONE01 if the asset will ultimately be owned by the local (county, city, etc.).
 - ii. If the amount of the TIA portion of the executed contract would not exceed the balance of Special District funds available, the TIA portion of the PO would be encumbered using:
 - i. Fund Code
 - ii. The appropriate 51 funding source
 - iii. Program
 - 1. The appropriate Program(s) if the assets will ultimately be owned by the state or
 - 2. Program NONE01 if the asset will ultimately be owned by the local (county, city, etc.)

5.0 TIA Rapid Bid Solicitation Contracts

TIA Rapid Bid Solicitation Project Request and Agreement forms and routing procedures have been developed in accordance with O.C.G.A 32-2-61, allowing for a rapid bidding process for projects under \$199,999. The TIA Rapid Bid Solicitation Project Request and Agreement are identified below and are included as Attachment 1 of this PPM.

TIA Rapid Bid Solicitation Project Request with Estimate Form

TIA Rapid Bid Solicitation Project Contract Form

TIA Rapid Bid Solicitation Project Bid Items for Contract Form

TIA Rapid Bid Solicitation Project Policy and Procedure

The policy and procedure governing this contracting methodology will be maintained via the TIA Rapid Bid Solicitation Project Policy and Procedure.

6.0 Supplemental Agreements

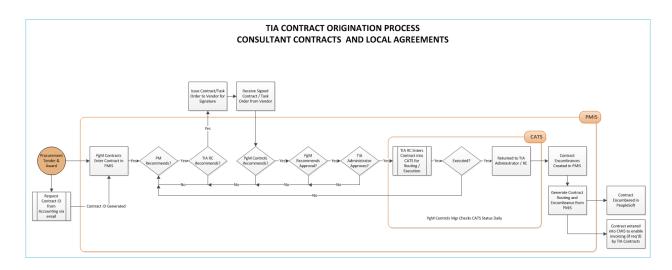
A TIA Specific Supplemental Agreement form and routing procedures have been developed. These forms are identified below and are available through the PMIS system and are included as Attachment 2 of this PPM.

FORM D.O.T. 357TIA – Supplemental Agreement Request for Construction Operations

FORM D.O.T. 358TIA – Contract Amendment for Construction Operations

7.0 Origination and Control Process

All contracts originated by the TIA Office will be controlled and managed through a combination of systems including the Program Manager's PMIS and the GDOT CATS and People Soft systems.



These systems have been configured to allow the TIA Program to control the expenditures while at the same time allowing the process and outcomes to be as transparent and open as possible.

A large format (11x17) version of the flow above is provided as Attachment 3 of this PPM.

Attachment 1

NEGOTIATED CONTRACT

For a TIA Rapid Bid Solicitation Project

PROJECT NUMBER:

COUNTY:
REGION:

CONTRACT CONTENTS

Project Number: 0 County: 0

ITEM	DESCRIPTION	PAGE NO
I	Request for Quote	3
П	Agreement for Services	4-6
Ш	Scope of Work	7
IV	Special Conditions	8
V	Project Plans and Special Provisions	9
VI	Compliance with Specifications and Standards	10
VII	Certifications	10
VIII	Safety	10
IX	Utility Conflicts	11
x	Drug Free Workplace	12
ΧI	Prime Contractor's Work Authorization Certification	13
XII	General Release of all Claims	14
XIII	Performance Bond	15-16
XIV	Georgia Security and Immigration Compliance Act Affidavit	17

I. REQUE	ST FOR QUOTE	THIS BID TO BE RETURNED TO:
DATE:		Georgia Department of Transportation
DATE.		TIA OFFICE
SUBMIT IN	VOICE TO:	600 West Peachtree Street, NW
30BIVIT TIV	VOICE TO.	Atlanta, GA 30308
		Attn: State TIA Administrator
		REQUEST FOR QUOTE NUMBER:
		BID TYPE AND OPENING:
PROJECT N	UMBER, REGION, & COUNTY:	OPENING DATE:
PI:	0	OPENING TIME:
REGION:	0	BIDDER INFORMATION
COUNTY:	##########	33321.111.311111131
		Company Name:
		Address:
COMPLETIO	ON DATE:	
		City State Zip Code
	formation blocks on the right and below shall be filled out ailure to sign statement below by Authorized representative	tive ————————————————————————————————————
will render his	3 , ,	Federal Tax ID Number or Social Security Number
All bids must	be typewritten or printed in ink.	
	Payment Terms: Net 30 days	Bidder must furnish one of the above numbers before any award of state business will be made.
DEPARTMENT	F OF TRANSPORTATION CONTACT:	TELEPHONE NO:
ALL BIDS ARE	E SUBJECT TO THE FOLLOWING INSTRUCTIONS WHEN C	CHECKED:
1.	The attached "Instructions and Terms	s and Conditions " shall apply.
2.	The attached "Scope of Work" shall ap	apply.
3.	The attached "Special Conditions" shall	all apply.
4.	The attached "Project Plans and Special	cial Provisions".
5.	See attached () page(s) of () line items.
6.	Equipment or supplies offered to confo	form to the attached: Plans Drawing(s) Sample (s).
7.	Bidders must show manufacturer's nar	ame and model number for each line item offered.
8.	Bidders to furnish specifications and co	complete descriptive literature with this bid.
THE FOLLO	WING STATEMENT MUST BE SIGNED AT THE TIME E	BIDS ARE SUBMITTED. FAILURE TO SIGN THIS STATEMENT WILL RENDER BID INVALID.
 	(Namo) the	(Title), on behalf of (Bidder),
equipment, a sentences, an	nis bid is made without prior understanding, agreement, or nd is in all respect fair, and without collusion or fraud. I u	or connection with any corporation firm, or person submitting a bid for the same materials, supplies, or understand that collusive bidding is a violation of State and Federal law and can result in fines, prison is of this bid, and certify that I am authorized to sign this bid for the Bidder. I further certify that the
Authorized Signature	gniture:	Date:
Name:		*Firm Fixed Price:
	autioned to carefully read the instructions and tern ons may result in rejection of bid.	rms and conditions of the attached sheets. Failure to adhere to these instructions and terms
*Bidder sho Project.	ould complete the Negotiated Contract Bid Item For	orm with bid amounts for each item and extended totals for each item and the total for the
*The Final N	Neogiated Contract Bid Item Form shall be attached	ed and made part of the Contract.

Project Number:	C
County:	C

II. AGREEMENT FOR SERVICES

This Agreement is made and entered into this date of 201 ("Effective Date"), by and between the Georgia Department of Transportation, an agency of the State of Georgia ("DEPARTMENT"), and, a company licensed to do business in the State of Georgia ("CONTRACTOR") (DEPARTMENT and the CONTRACTOR are sometimes referred to herein individually as a "Party", and collectively as the "Parties").
WHEREAS, pursuant to O.C.G.A. § 48-8-240 et. seq., the General Assembly adopted the Transportation Investment Act of 2010 (hereinafter referred to as "TIA"); and
WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the DEPARTMENT and the Georgia State Financing And Investment Commission (hereinafter referred to as "GSFIC") dated January 1, 2013 the DEPARTMENT is authorized to manage the execution, schedule, budget and delivery of the TIA Projects; and
WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and
WHEREAS, the DEPARTMENT and CONTRACTOR are desirous of entering into an Agreement for services specified in the Scope of Work to be performed in accordance with Georgia Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, 2013 Edition, and any supplements thereto, Plans, Special Provisions, and any other Instructions, Terms, Conditions, and Requirements specified in this Agreement and Attachments hereto ("Project"); and
WHEREAS, the CONTRACTOR has represented to the DEPARTMENT that it is experienced and qualified to provide the desired services as defined herein and the DEPARTMENT has relied upon such representation; and
WHEREAS, the DEPARTMENT is further authorized to enter into an Agreement in accordance with O.C.G.A. § 32-2-61(d).
NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed by and between the DEPARTMENT and the CONTRACTOR:
1. The CONTRACTOR shall furnish all materials, labor, tools, equipment, superintendents, and incidentals required to perform the Scope of Work specified in this Agreement.
2. The DEPARTMENT will make payment to the CONTRACTOR for the work required under this Agreement. In no event shall the maximum amount of payment for the Scope of Work exceed One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars and 99/100 (\$199,999.99).
3. This Agreement shall be effective from the Effective Date and shall remain in effect until
4. The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon written notice to the CONTRACTOR, notwithstanding any just claims by the CONTRACTOR for payment for service rendered prior to the date of notice of termination.
5. The CONTRACTOR shall comply with the relevant requirements of all Federal, State, or local laws. The CONTRACTOR warrants that it has not employed or retained any company or person, other than bona fide employees working solely for the CONTRACTOR, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this Agreement.
6. If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statue or rule of law, the remaining provisions shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
7. Payment for the Scope of Work required under this Agreement shall be on a Firm Fixed Price basis in the amount of

II. AGREEMENT FOR SERVICES - Continued

- 8. BECAUSE THIS PROJECT IS BEING REIMBURSED OR PAID BY TRANSPORTATION SALES AND USE TAX PROCEEDS COLLECTED PURSUANT TO THE TRANSPORTATION INVESTMENT ACT, THE FOLLOWING PROVISIONS APPLY:
- 8.1 THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX PROCEEDS REMITTED TO THE DEPARTMENT
- 8.2 IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM THE SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX PROCEEDS ARE INSUFFICIENT FOR THE PROJECT AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH SPECIAL DISTRICT
- 8.3 THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF THE SPECIAL DISTRICT TRANSPORTATION SALES AND USE TAX PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECT SHALL BE CONCLUSIVE.
- 8.4 Any payments or reimbursement shall be made to the CONTRACTOR after receipt of such transportation sales and use tax proceeds from GSFIC by the DEPARTMENT The Parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 et seq., do not control and that the CONTRACTOR waives any and all rights it may have under said Act.
- 8.5 Payment will only be made for Work Scope items that qualify as Eligible Project Costs. Eligible Project Costs are defined in O.C.G.A. § 48-8-242(2) and further defined in the January 1, 2013 Intergovernmental Agreement between the DEPARTMENT and GSFIC, which will be made available for review upon request.
- 9. This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 10. 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.
- 11. The following Sections are attached hereto and incorporated by reference as if fully set forth herein:
- I. Request for Quote;
- III. Scope of Work;
- IV. Special Conditions;
- V. Project Plans and Special Provisions;
- VI. Compliance with Specifications and Standards;
- VII. Certifications;
- VIII. Safety;
- IX. Utility Conflicts;
- X. Drug Free Workplace:
- XI. Prime Contractor's Work Authorization Certification;
- XII. General Release of All Claims; and
- XIII. Performance Bond.
- 12. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

Notary Public

13. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

14. All time limits stated herein are of the essence of this Agreement.

Attest:

Treasurer

III. SCOPE OF WORK Project Number: 0
County: 0

The Scope of Work covered under this Agreement is as follows:

IV. SPECIAL CONDITIONS Project Number: County:

The Special Conditions covered under this Agreement is as follows:

0

0

V. Project Plans and Special Provisions

Project Number: 0 County: 0

VI. COMPLIANCE WITH SPECIFICATIONS AND STANDARDS

All work performed shall be in compliance with the State of Georgia Standard Specifications, Construction of Transportation Systems, 2013 Edition, the Supplemental Specifications, including all revisions since the last publication of both and the Special Provisions, and the DEPARTMENT'S Transportation Investment Act of 2010 Manual – Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred

VII. CERTIFICATIONS

A. EXAMINATION OF SPECIAL CONDITIONS, PROJECT PLANS, SPECIAL PROVISIONS, SPECIFICATIONS AND TIA MANUAL

By execution of this Agreement, CONTRACTOR certifies that it has carefully examined the Project Plans, the Special Conditions, the Georgia Department of Transportation, State of Georgia, Standard Specifications, Construction of Transportation Systems, 2013 Edition, the Supplemental Specifications, including all revisions made since the last publication, Special Provisions included in and made a part of this Agreement, and the TIA Manual, and has also personally examined the site of the Work. On the basis of the said Special Conditions, Specifications, Project Plans, Special Provisions and the TIA Manual, CONTRACTOR shall furnish all necessary machinery, tools, apparatus, and other means of construction, and do all the Work and furnish all the materials in the manner specified.

By execution of this Agreement, CONTRACTOR certifies that it understands that the quantities mentioned are approximate only and are subject to either increase or decrease and agrees to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications at no additional costs.

By execution of this Agreement, CONTRACTOR certifies that it will begin and complete the Work within the time limit provided as set forth in the Agreement. Contractor will furnish a Performance Bond as required by the laws of the State of Georgia using the form provided by the DEPARTMENT.

B. CONFLICT OF INTEREST

By execution of this Agreement, CONTRACTOR certifies that its employees or employees of any company supplying material or subcontracting to do work covered by this Agreement will not engage in business ventures with employees of the DEPARTMENT nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of the DEPARTMENT.

By execution of this Agreement, CONTRACTOR certifies that it will notify the DEPARTMENT through its District Engineer, of any business ventures entered into between employees of the CONTRACTOR or employees of any company supplying material or subcontracting to do work under this Agreement with a family member of DEPARTMENT employee(s).

By the execution of this Agreement, CONTRACTOR certifies that it has complied with the O.C.G.A. §§ 45-10-20 through 45-10-28 relating to Conflict of Interest and State employees and officials trading with the State of Georgia.

VIII. SAFETY

The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees performing the work and other persons, including without limitations the General Public, who may be affected thereby.

Any Work performed within the limits of the DEPARTMENT Right-of-Way shall be done in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), current edition, or, if included in the Agreement the Special Provision 150 Traffic Control. In cases of discrepancies the more restrictive shall govern. In the event the Work site becomes dangerous or unsafe to the traveling public, or in case the Work site should create unreasonable interference with the proper use of DEPARTMENT roadway, bridge, highway or other property, by the DEPARTMENT or the traveling public, or in case it becomes necessary to use all the Right-of-Way to widen the existing roadway or to construct service roads or to make any other revisions in location, alignment, or grade of the roadway, making an approved plan impractical, hazardous or otherwise objectionable, the Work may be stopped by the DEPARTMENT until appropriate corrective action is approved by the DEPARTMENT and taken by the CONTRACTOR to resolve any such problem(s). The DEPARTMENT may cause work to be halted for any reason deemed to be in the interest of safety for the DEPARTMENT or traveling public.

IX. UTILITY CONFLICTS

Utility companies having known facilities that conflict with the construction of this Project will be directed by the DEPARTMENT to adjust or relocate their facilities and will be notified of the contract award.

The CONTRACTOR shall conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the Project. This includes but is not limited to Specification Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Subsection 107.21.

The CONTRACTOR shall coordinate the Work with any work to be performed by others in any Right-of-Way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, the CONTRACTOR shall notify the utility owner when each stage of work is completed and the site is available for utility work to proceed

Pursuant to O.C.G.A. § 32-6-171, utilities are required to remove or relocate or adjust their facilities. The DEPARTMENT is required to give the utility at least sixty (60) days written notice directing the removal, relocation, or adjustment and the utility owner is required to begin work within the time specified in the utility's work plan or revised work plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of this Project may be liable to the CONTRACTOR for damages or delay costs resulting from the Utility Owner's failure to clear conflicts within the time specified in the approved Utility Work Plan. If the Utility Owner is unable to submit and obtain DEPARTMENT approval of a revised Work Plan or fails to complete the removal, relocation, or adjustment of its facilities in accordance with the approved Work Plan, the Utility Owner may be liable to the DEPARTMENT or the CONTRACTOR for damages or delay costs.

In accordance with Specification Section 105.06, the DEPARTMENT is not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the CONTRACTOR due to interference of any utilities or appurtenances, or the operation of moving them.

Whenever the CONTRACTOR considers that it is or will be entitled to damages or delay costs from the Utility Owner the CONTRACTOR will follow the provisions of O.C.G.A. 32-6-171, the current addition of the Utility Accommodation Policy and Standards Manual and any pertinent DEPARTMENT rules. Failure to follow these provisions will result in waiver of the CONTRACTOR's claim against the Utility Owner for damages or delay costs.

In accordance with Specification Section 107.21.G, delays by utilities will continue to be considered by the DEPARTMENT in charging Contract Time. For purposes of applying provisions of this paragraph to this Agreement, railroads and the Metropolitan Atlanta Rapid Transit Authority (MARTA) are considered utilities.

X. DRUG FREE WORKPLACE		
I hereby certify that I am the	and authorized representative of the firm of	, whose address is
The undersigned certifies that the provision	ons of O.C.G.A § § 50-24-1 through 50-24-6 relating to the	"Drug-Free Work Place Act" have been complied with in full;
2. A drug free workplace will be provided for	or the CONTRACTOR'S employees during the performance of	the Agreement; and
shall secure from that sub-contractor the fol	·	employees are provided a drug free workplace. The CONTRACTOR greement with 'Primary Contractor' the 'Sub-contractor' certifies that a contract pursuant to O.C.G.A. § 50-24-3(b)(7)"; and
CONTRACTOR will not engage in the unla performance of the Agreement.	awful manufacture, sale, distribution, dispensation, possessio	on, or use of a controlled substance or marijuana during the
Date	Signature	of Authorized Representative
Date	Synature	or Addion Eed Representative
	Type of Pr	rint Name

ATTACH EXECUTED FORM BEHIND THIS PAGE

XII. GENERAL RELEASE OF ALL CLAIMS

TO BE SIGNED AFTER COMPLETION AND ACCEPTANCE

UPON RECEIPT by the DEPARTMENT of this General Release of All Claims executed by the undersigned, and upon completion and acceptance of the Work performed for the subject Project, the DEPARTMENT shall draw a check which shall be payable to the undersigned and will constitute full and final settlement and acceptance of the balance due, as shown in the final statement, which shall encompass all costs associated with the Project as mutually agreed upon by the Parties.

resulting from		rising against the DEPARTMENT for work done, materials furnished or otherwise arising out of, related to or NTRACTOR / Releasor(s) and the DEPARTMENT on theday of20, Project Number/Countached hereto.	ty
by these prese agents, directo	nts on behalf of itself, its representatives, succ irs, and assigns, from and against any and all o	IT of the above referenced amount, the undersigned, as Releasor, shall release, acquit, and forever discharge, ccessors and assigns, release, acquit, and forever discharge the DEPARTMENT and its officers, employees, me I claims, debts, demands, rights, obligations, or cause of any action of any nature whatsoever, that the unders my and all work performed, and labor and material furnished, in connection therewith.	mbers
THIS RELEAS	SE contains the ENTRE AGREEMENT between t	the Parties hereto.	
THIS RELEAS	SE is made and entered into in the State of Geo	eorgia, and shall in all respects be interpreted, enforced and governed under the laws of said State.	
	OR represents and agrees that it has carefully n any portion of the Release, which it did not o	y read the foregoing Release and knows the contents thereof and has had an opportunity to have an attorney otherwise understand.	of its
	,	CAUTION! READ THE RELEASE BEFORE SIGNING	
Dated:	Signed:	d:(Signature of Releasor)	
	Name	e	
	Address	ss	
:	Signed, sealed and delivered this	_ Day of , 20	
I	In the Presence of:		
-	Witness		
- !	Notary Public		

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

PERFORMANCE BOND QUICK RESPONSE PROJECT or TIA RAPID BID SOLICITATION PROJECT (OVER \$100,00.00)

KNOW ALL MEN BY THESE PRESENTS:

That we,	, hereinafter called the Con	tractor,
and the	a corporation hav	ing its principal office
(Name of Surety Company)	(State where Surety was Incorporated)	
and place of business at		and
(Home Office	e Address - Street, City, State, Zip Code)	
local address at		and
(Street, City,	State, and Zip Code)	
duly authorized to do business in the State of	Georgia, hereinafter called the Surety, as Surety, are held firmly bour	nd unto the
Georgia Department of Transportation, as Ob	ligee, (hereinafter called the Department) in the sum	
of	Dollars (\$) for the
Whereas, the Contractor has entered into a	Contract with the Department to perform work on Project Number	
which is hereby referred to and made part he	reof as fully and to the same extent as if copied at length herein. The	e purpose of this Bond is
to guarantee that the Contractor (as listed ab	ove) will comply with all stipulations, requirements, and specifications	of said Contract
number,	which contract the Department is to approve and issue to	
(# to be provided by the Department prior to execute o this hand)		construction work
(Name of Permit Application Only)		
described therein within the right-of-way of _	in	county
	(St Hwy No, Road Name, Proj No, Etc.)	
at	·	
(Approximate Location)		

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force. Contractor must obtain a written release from the Department before this Bond may be voided or terminated or allowed to lapse.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.

XIII. PERFORMANCE BOND

No claim, suit, or action shall be brought hereunder after the expiration of two (2) years following the date upon which the Contractor is released from this Bond. If the limitation is made void by law, controlling the construction hereof, such limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

No right of action shall accrue on this Bond successors of the Department.	to or for the use of any person or	corporation other than the Department named herein or	the heirs, executors, administrators or
Signed, sealed, and dated this	day of	20	
		For Contractor:	
Witness:		BY:	(SEAL)
		Print Name:	
		Title:	
		For Surety:	
		BY:	(SEAL)
		Print Name:	
		Title:	
		Phone Number:	

XIV. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT Contracting Entity/Respondent: Address: Solicitation No./Contract No.: Solicitation/Contract Name: By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b). The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service. E-Verify/Company Identification Number Date of Authorization Signature of Authorized Officer or Agent Date (Contractor Name) Title of Authorized Officer or Agent of Consultant Printed Name of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _ DAY OF ______, 201_ [NOTARY SEAL] Notary Public

My Commission Expires: _____

Attachment 2

GEORGIA DEPARTMENT OF TRANSPORTATION D.O.T. 457 TIA

To:									Date:		
From:									A.R.		
	DIST	RICT	•		AREA	•					
				A	LLOTM	IENT RI	EQUEST	[
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County:								P.I. Nı	umber:		
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						Design Fire	ш;				
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Name of GDOT Cor	nstructio	on Project	Engineer:								▼
Modification Catego	ory:							•			
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						_					
Reason for Change:	<u> </u>					▼					
Explanation:											
Change Initiated By	y:					~					
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January 0, 1900 Page 2

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January 0, 1900 Page 3

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January 0, 1900										Page 4
		Fl	JNDING	INFORMATI						
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		ALLOT	MENT R	EQUEST CO				11/71		TENDING
Contractor's Quote	Compared To:			•						
Oth	ner information:									
		TIME	CHARG	ES INFORM	ATION					
Additional Time Req	quired:	☐ YES								
Number of days add	ed to overall compl	etion date (site 00):			Revis	ed Completion	n Date:			
Complete below if m	odifying other site	imes:								
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	TIA Program Ma	nager								
	TIA Regional Ma	mager Concurs								
	Tiri regionar ivi	mager concurs								
	State TIA Administrator Concurs									
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							71 01011			
			DATE '	TRACKING	j					
Date SA/EA Need ide	entified:			Date of AR (75	5% or Majo	or Phase Comp	plete):			
Date to Other Offices/Design				Date rec'd from						
Price requested from Contractor:			Price received from Contractor:							
Date to Estimator:			Date Estimate Complete:							
Date Negotiation Complete:			Date to District Construction:							
Funding Request Date: SA or EA mailed to Contractor:				Funding Verified Date:						
Date to D.E. for sign				Date received from Contractor: Date to G.O. Construction:						
Submitted by:				2 10 0.0.						
Submitted by:		(Signature and Title)							(Date	e)

January 0, 1900 Page 5

COVERED ITEMS							
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D.O.T. 358 T A REVISED 11/2010 C11-10

Funds Requested

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

Amendment No.
Supplemental Agreement
Extension Agreement

CONTRACT AMENDMENT

Project No.: County:	
Contractor: C.T. I.D.:	
Contractor I.D.: PCN:	
WHEREAS the below Contractor entered into a contract with the No. , County and,	Department of Transportation, on, for the construction of Project
WHEREAS, certain items of construction encountered are not covamendment to the original contract:	ered by the original contract, the Parties hereby agree to the following
It is agreed that as a result of this amendment the contract time will be ex Time is extended as follows:	stended.
	riginal contract remain in full force and effect. The consideration set forth in dditional costs and expenses including delay and impact damages caused by, dment.
Now Therefore, Contractor, hereby agrees to said contract ame this contract amendment is hereby made a part of the original contract to	ndment consisting of the above mentioned items and prices, and agrees that be performed under the specifications thereof.
Dated this day of .	
By:Contractor	(Seal)
By: Surety	(Seal)
Recommended:	
TIA Program Manager Approved:	State TIA Administrator
Commissioner, Department of Transportation	Date



Attachment 3

TIA CONTRACT ORIGINATION PROCESS CONSULTANT CONTRACTS AND LOCAL AGREEMENTS

