



INVITATION TO BID NO: 20-012

Xpress Hickory Grove Park and Ride Lot Paving Services

Instructions to Bidders:

All spaces below, as well as the documents referenced in Section 2.26 are to be filled in with signatures supplied where indicated. Failure to sign bid may render your bid invalid.

BID OF:

Name of Bidder: _____

Address: _____

City, State and Zip Code: _____

SUBMIT BID TO:

STATE ROAD AND TOLLWAY AUTHORITY

John Henderson, Issuing Officer

245 Peachtree Center Avenue, NE

Suite 2200

Atlanta, Georgia 30303

Bids Due and Open: August 19, 2019, 2:00 PM, Local Time (Atlanta, GA)

Schedule of Events

Release ITB	July 5, 2019
Deadline for Bidders' Written Questions	July 22, 2019, 2PM EST
SRTA Responses to Written Questions	August 2, 2019
Bid Due Date & Opening	August 19, 2019, 2 PM EST
Notice of Intent to Award	August 22, 2019
Notice of Contract Award	September 3, 2019
Deadline for Contractor Documents submittal in Section III B of Part-2	September 17, 2019

Table of Contents

- 1 INFORMATION FOR BIDDERS..... 3
 - 1.1 Purpose of Procurement..... 3
 - 1.2 SRTA Background..... 3
 - 1.3 Solicitation Schedule..... 4
 - 1.4 Restriction on Communications with SRTA 4
 - 1.5 SRTA Contact Information 4
- 2 SOLICITATION TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS 4
 - 2.1 Deadline for Submission of Bids/Late Bids 4
 - 2.2 Format and Submission of Bids..... 4
 - 2.3 Location for Submission of Bids/Methods of Delivery 5
 - 2.4 Questions 5
 - 2.5 Amendments to the Solicitation (Addenda) 6
 - 2.6 Confidential/Proprietary Information..... 6
 - 2.7 Modification and Withdrawal of Bids 7
 - 2.8 Single Response to Solicitation 8
 - 2.9 Multiple Bids 8
 - 2.10 Protest Procedures 8
 - 2.11 Minority and Small Business Participation 8
 - 2.12 Ethical Standards 9
 - 2.13 ADA Guidelines 9
 - 2.14 Contractual relationships..... 9
 - 2.15 Bidder Conflicts of Interest 10
 - 2.16 Contractual Provisions 10
 - 2.17 Registered Lobbyists 10
 - 2.18 Responsibility for Compliance with Legal Requirements..... 11
 - 2.19 Responsiveness of Bids 11
 - 2.20 Conditional Bids 11
 - 2.21 Period that Bids Remain Valid 11
 - 2.22 SRTA’s Right to Request Additional Information-Contractor Responsibility 11
 - 2.23 Sales and Use Taxes 11
 - 2.24 Bid Preparation Costs..... 11
 - 2.25 Waivers 12
 - 2.26 Bid Documents Required 12
 - 2.27 Bid Substitutions, Alternates and Exceptions 12
- 3 BASIS FOR AWARD..... 12
 - 3.1 Bidder Responsibility 13
 - 3.2 Notice of Intent to Award and Notice of Award 14

STATE ROAD AND TOLLWAY AUTHORITY
INVITATION TO BID
PART 1-SOLICITATION, OFFER, AND AWARD

1 INFORMATION FOR BIDDERS

1.1 Purpose of Procurement

The State Road and Tollway Authority (SRTA) is issuing this Invitation to Bid (ITB) to firms who are pre-qualified with the Georgia Department of Transportation (GDOT) for Construction Work to perform services at the Xpress Hickory Grove Park and Ride Lot. All bids submitted pursuant to this ITB shall be made in accordance with the provisions of this ITB, including these instructions, the attached specifications and any appendices. The scope of work consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, safety equipment, services, and incidentals to provide paving services as provided herein.

The services to be performed shall generally fall into the following National Institute of Governmental Purchasing (NIGP) Code:

- 91336-Construction, Parking Lot and Alley

All respondents to this ITB are subject to the instructions communicated in this document and are cautioned to review the entire ITB and carefully follow the instructions herein.

Bids will be accepted until **2:00PM (EST) August 19, 2019**. Instructions for requesting or accessing a copy of the ITB are included below.

1.2 SRTA Background

The State Road and Tollway Authority (SRTA) is a state-level, independent Authority created by the Georgia General Assembly to operate tolled transportation facilities within Georgia and act as the transportation financing arm for the State. SRTA manages the collection of tolls on Georgia's Express Lanes System through the use of Peach Pass, the state's all-electronic tolling technology.

As of 2017, SRTA and the Georgia Regional Transportation Authority (GRTA) jointly provide the services of both state authorities. This includes management of the Xpress Commuter Coach Service, which provides workers with reliable, stress-free commutes to and from major employment centers in Downtown, Midtown, and Perimeter Center as well as the administration of the Atlanta region's vanpool program.

SRTA has the authority to finance any type of transportation improvement using traditional methods of financing such as bonds, loans, notes and equity partnerships. SRTA has issued Grant Anticipation Revenue Vehicle (GARVEE) bonds, underwritten by the state's future federal transportation revenues, for non-toll projects on behalf of the Georgia Department of Transportation. As an issuer of tax-exempt bonds, SRTA is responsible for ensuring that all applicable U.S. Securities and Exchange Commission rules and federal law requirements are met. SRTA and the Georgia Department of Transportation have consistently demonstrated their ability to meet these requirements.

SRTA also administers the Georgia Transportation Infrastructure Bank (GTIB), a revolving infrastructure investment fund, much like a bank, that provides loans with attractive terms to state, regional and local

government entities to fund much needed local transportation projects. GTIB grants are also awarded for selected transportation improvement projects on a competitive basis throughout the state of Georgia.

1.3 Solicitation Schedule

The Schedule of Events set out herein represents the SRTA’s estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the Schedule of Events may be shifted as appropriate and at the SRTA’s discretion. Any changes to the Schedule of Events up to the Bid Submission Deadline will be posted to the SRTA website at <https://www.srta.ga.gov/procurement/>.

Release ITB	July 5, 2019
Deadline for Bidders’ Written Questions	July 22, 2019, 2PM EST
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Bid Due Date & Opening	August 19, 2019, 2 PM EST
Notice of Intent to Award	August 22, 2019
Notice of Contract Award	September 3, 2019

1.4 Restriction on Communications with SRTA

From the issue date of this ITB until the final award is announced, Bidders are not allowed to communicate, for any reason, with any SRTA staff or Board members regarding this ITB except through the Issuing Officer. Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. SRTA reserves the right to reject the bid of any Bidder violating this provision.

1.5 SRTA Contact Information

All inquiries, bids, submissions, and/or other correspondence regarding this solicitation (excluding protests submitted in accordance with Part 1, Section 2.10 below) must be directed in writing to:

John Henderson, Issuing Officer
State Road and Tollway Authority
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, GA 30303
E-mail: jhenderson@srta.ga.gov

2 SOLICITATION TERMS AND CONDITIONS/INSTRUCTIONS TO BIDDERS

2.1 Deadline for Submission of Bids/Late Bids

Bids submitted in response to SRTA Solicitation No. 20-012 must be received by SRTA no later than 2:00 p.m. (EST) on the Bid Due Date to ensure that they are evaluated for contract award. Bids received after the submission deadline will not be evaluated.

2.2 Format and Submission of Bids

Each Bidder shall submit one (1) original hard copy, two (2) duplicate hard copies, and one (1) electronic copy of all bid documents technical literature, and any supporting documentation shall be submitted prior to bid

opening. If there are any conflicts or discrepancies between the submitted documents, the contents of the original hard copy shall govern.

The “Original” paper copy of the bid submission must be unbound. All paper copies must be clearly marked as being either “Original” or “Copy” as applicable.

All bids must be prepared and submitted in accordance with the ITB document format and content requirements. Bids must be typed in English and all pricing must be provided in US dollars and exclude federal excise taxes as well as any applicable state of local sales and use taxes.

As a condition of submission responsiveness, all Offer Documents that require the signature of Bidder must be signed.

2.3 Location for Submission of Bids/Methods of Delivery

Bids must be submitted exclusively to the Issuing Officer at the address noted in Section 1.5. It is the sole responsibility of the Bidder to ensure that its bids are successfully delivered to SRTA by the specified date and time. SRTA is not responsible for late or lost deliveries of bids, for whatever reason.

Bids that are submitted by hand delivery or delivery by U.S. Postal Service or private courier/delivery service must be delivered to address noted in Section 1.5.

All envelopes, packages, and/or boxes (including all envelopes, packages, and/or boxes submitted within a larger envelope, package, or box) containing a bid must be clearly marked with the following identifier on the outside of the envelope, package or box:

**“Bid in response to SRTA Solicitation No. 20-012:
ITB for Xpress Hickory Grove Park & Ride Lot Paving Services– August 19, 2019, 2:00 p.m. (EST)
ATTN: John Henderson, Issuing Officer
To be opened by addressee only.”**

The responsibility for submitting a bid to SRTA on or before the stated time and date will be solely and strictly the responsibility of the Bidder. It is the sole responsibility of the Bidder to ensure that its bid is successfully delivered to SRTA by the specified date and time. SRTA will in no way be responsible for delays caused by the United States mail delivery, common carrier or any other cause or occurrence. Verbal, faxed, or unsealed bids will not be accepted.

Failure to clearly mark all envelopes, packages, and/or boxes as specified may result in the bid being discovered and/or opened late. SRTA is not responsible for bids discovered and/or opened late due to Bidder’s failure to mark the bidder as specified. Bids received after the Bid Due Date, due to late delivery or late discovery due to Bidder’s failure to mark the bid as specified, may result in the SRTA disqualifying the bid from consideration for Contract award.

2.4 Questions

Questions regarding the ITB must be submitted in writing, defined as being received via letter on official firm/agency letterhead or by electronic mail, by 2:00 p.m. (EST) on July 22, 2019. Written questions must be submitted to the attention of the Issuing Officer, in accordance with Section 1.5 above.

The final Contract that the SRTA expects to award as a result of this ITB is attached hereto as Part 3 of this ITB. Therefore, all costs associated with complying with the requirements of the Contract shall be included in any pricing submitted by the Bidder.

Please review the Contract and submit any and all questions, clarifications and recommendations to the Issuing Officer by the deadline date and time specified in this RFP. All questions, clarifications, and recommendations must be submitted using Attachment A-Questions and Answers Template.

Should there be any changes made to the Contract as a result of requests received, the SRTA shall post a Final Contract via formal addendum to the RFP. Absent the issuance of a formal addendum containing a Final Contract, Bidders should plan on the Contract terms and conditions as attached hereto as Part 3-Contract.

Answers to all questions received by the applicable deadline will be posted to both the Georgia Procurement Registry website at http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp and the SRTA website at <https://www.srta.ga.gov/procurement/>. It is the sole responsibility of the Bidder to make itself aware of SRTA's responses to written questions the Bidder has submitted. Responses to questions are provided as information only and do not in any way alter the contents of the solicitation inclusive of the Scope of Services, the remainder of the RFP documents, or the Contract. Revisions to the solicitation or to the Contract shall be made only via formally issued addenda. Only such written addenda posted online shall constitute revisions to the solicitation.

2.5 Amendments to the Solicitation (Addenda)

SRTA reserves the right to revise or amend the solicitation up to the time set for the submission of bids. Such revisions and amendments, if any, shall be announced by written addenda to the ITB and posted on the SRTA website as set forth below. If an addendum significantly changes the ITB, the date set for the submission of bids may be postponed by such number of days as in the opinion of SRTA shall enable potential Bidders to revise their bids. The addendum shall include an announcement of the new date, if applicable, for the submission of bids.

Upon issuance, addenda will be considered part of the ITB and will prevail over inconsistent or conflicting provisions contained in the original ITB. Copies of all addenda will be made available on the SRTA website under [Doing Business with SRTA](#). SRTA will not be responsible for a potential Bidder failing to receive notification of the availability of addenda. It is the responsibility of the Bidder to check the SRTA website daily to ensure that it has received notification of any changes to the ITB.

Bidders shall acknowledge receipt of all addenda by completing and submitting Offer Document #6 (Acknowledgement of Addenda), as part of its ITB. As with other required documentation, bids that fail to reference receipt of addenda by inclusion of Offer Document #6 (Acknowledgement of Addenda) may be excluded from consideration for a contract award.

SRTA will not be responsible for a potential Bidder failing to receive notification of the availability of addenda. EACH BIDDER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDUMS AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OF APPROPRIATE CHANGES AND/OR ADDITIONAL TO THE BIDDER'S RESPONSE PRIOR TO SUBMISSION. It is the sole responsibility of each potential Bidder to check the SRTA and Georgia Procurement Registry websites regularly for addenda.

2.6 Confidential/Proprietary Information

Any and all materials submitted in response to this ITB are subject to public inspection, pursuant to the provisions of O.C.G.A. § 50-18-70 et seq., Georgia's Open Records Act, upon completion of the ITB process. SRTA Solicitation No. 20-012: ITB for Xpress Hickory Grove Park and Ride Lot Paving Services 6 of 15

Each Bidder will be responsible for clearly identifying and labeling any records contained in its bid as "trade secret" that the Bidder has reasonably determined meet the definition of "trade secret" under Section 10-1-761(4) of the Georgia Code and that the Bidder wishes to be exempt from disclosure under Section 50-18-72(a)(34) of the Georgia Code or any other applicable law. The Bidder must attach to its bid an affidavit affirmatively declaring that specific information in the Records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code.

If SRTA receives a request for public disclosure of all or any portion of the materials identified as "trade secrets" in a bid in accordance with this ITB, before producing such records in response to such request, SRTA shall notify the Bidder of its intention to produce such records. If SRTA makes a determination that the specifically identified information does not in fact constitute a trade secret, it shall notify the Bidder of its intent to disclose the information within ten (10) days unless prohibited from doing so by an appropriate court order. If the Bidder wishes to prevent disclosure of the requested Records, the Bidder may file an action in Fulton County Superior Court to obtain an order that the requested records are trade secrets exempt from disclosure. The Bidder shall serve the requestor with a copy of its court filing. If SRTA makes a determination that the specifically identified information does constitute a trade secret, SRTA shall withhold the records, and the requester may file an action in Fulton County Superior Court to obtain an order that the requested records are not trade secrets and are subject to disclosure.

Bidders are advised that their designation as "trade secret" will not be binding on SRTA or determinative of any issue relating to confidentiality. SRTA will not accept blanket designations that do not clearly identify information and materials that are "trade secrets". SRTA may, in its sole discretion, and subject to compliance with the Open Records Laws and other applicable law, treat the whole of the relevant Section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Open Records Laws.

All material submitted regarding the RFP becomes the property of SRTA. Any activity pursuant to this RFP by any Bidder is governed by all applicable laws, including without limitation, Georgia and Federal antitrust laws. SRTA is not responsible to return to a Bidder any or all of the bid or other information furnished by that Bidder.

In no event will the State, SRTA, or any of their agents, representatives, consultants, directors, officers or employees be liable to a Bidder for the disclosure of all or a portion of any bid submitted in response to this ITB.

Nothing contained in this provision shall modify or amend requirements and obligations imposed on SRTA or any other State entity by the Open Records Laws or other applicable law, and the provisions of the Open Records Laws or other laws shall control if there is a conflict between the procedures described above and the applicable law.

2.7 Modification and Withdrawal of Bids

Modifications - SRTA will permit modifications to a bid after it has been submitted up until the Bid Due Date for accepting bids. The bid can be picked up by a representative of the Bidder and then it is the Bidder's responsibility to resubmit before the deadline. Once a bid has been picked up for modification, SRTA has no response from the Bidder. Unless and until the Bidder resubmits the received bid, SRTA will have no bid from the Bidder to evaluate for possible Contract award. Any resubmission must be received by SRTA no later than the Bid Due Date.

Withdrawal - A bid may be withdrawn upon request by the Bidder without prejudice up until the bid submission deadline for submittal of bids, provided that the request is in writing, has been executed by the Bidder or the Bidder's duly authorized representative and has been filed with SRTA. Once a bid has been withdrawn, SRTA has no response from the Bidder. Unless and until the Bidder resubmits the received bid, SRTA will have no bid from the Bidder to evaluate for possible Contract award. Any resubmission must be received by SRTA no later than the Bid Due Date.

2.8 Single Response to Solicitation

If only one bid is received in response to this ITB, a detailed cost analysis of the single bid may be requested of the single Bidder. A cost analysis, evaluation, and/or audit of the bid may also be performed by SRTA in order to determine if the bid price is fair and reasonable. If SRTA determines that a cost analysis is required, the single Bidder must be prepared to provide, upon request, detailed summaries of estimated costs (i.e., labor, equipment, supplies, overhead costs, profit, etc.) and documentation supporting all cost elements.

2.9 Multiple Bids

Bidders may be rejected if more than one bid is received from a single individual, firm, partnership, corporation, or combination thereof, under the same or different names. Such duplicate interests may cause the rejection of all bids in which such Bidder has participated.

2.10 Protest Procedures

SRTA's protest policy shall govern this solicitation, and it can be found at: <https://www.srta.ga.gov/wp-content/uploads/2018/11/FY-2019-Procurement-Policy-11-15-18.pdf>.

2.11 Minority and Small Business Participation

SRTA strongly supports the participation of minority and small business owners in its contracts. It is the policy of the SRTA to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. It is the intention of SRTA to create a level playing field on which minority-owned and small businesses can compete fairly for contracts and subcontracts relating to its construction, procurement and professional services activities in compliance with the requirement of 49 C.F.R. 26.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this solicitation and resulting Contract. It is SRTA's policy to practice nondiscrimination based on age, disability, race, gender, color, sex, religion or national origin in the award or performance of this contract. All companies qualifying under this solicitation are encouraged to submit bids. The requirements of this solicitation apply for all Bidders, including those who qualify as a Disadvantaged Business Enterprise (DBE) and/or Small Business Enterprise (SBE). Bidders with questions regarding DBE and SBE certification may contact the Issuing Officer. Additional Contract requirements related to participation by DBEs and SBEs are specified in Part 3 – Contract of this RFP.

As an incentive to increase utilization of minority-owned businesses as subcontractors on State purchases, the State of Georgia provides for an income tax adjustment on the state tax return of any company that subcontracts with a State certified minority-owned firm to furnish goods, property, or services to the State of Georgia. The Tax Incentive Program is codified at O.C.G.A. §48-7-38 and is managed by the Georgia Department of Revenue.

2.12 Ethical Standards

It is a breach of ethical standards for any SRTA employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

SRTA employees are also bound by the Georgia Governor's Executive Order, dated January 14, 2019, for "Establishing a Code of Ethics for Executive Branch Officers and Employees." The Executive Order prohibits SRTA and SRTA employees, or any person acting on their behalf, from accepting, directly or indirectly, any gift from any person with whom the employee interacts on official SRTA business. Therefore, it is unlawful for a potential Bidder, or its subcontractors or suppliers, to make gifts or favors to any SRTA employee. It is also unlawful for any SRTA employee to accept any such gift or favor. In addition, any persons acting as members of the Evaluation Committee for this procurement shall, for the purposes of this procurement, be bound by the referenced Executive Order.

Throughout the bid evaluation and award process and subsequent contract negotiations, Bidders shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of the Evaluation Committee, the SRTA Board of Directors, or SRTA employees other than the Issuing Officer.

Any prospective Bidder, anyone representing the Bidder, any subcontractor or supplier on the Prospective Bidder's team, or anyone representing a subcontractor or supplier on the Bidder's team who attempts to influence any member of the Evaluation Committee, the SRTA Board of Directors, or SRTA employees in regards to this solicitation by offering or giving any advantage, gratuity, discount, bribe, or loan to any member of the SRTA Board of Directors or SRTA employees will have its bid removed from consideration for Contract award.

2.13 ADA Guidelines

SRTA adheres to the guidelines set forth in the Americans with Disabilities Act. Bidders should contact the Issuing Officer at least one day in advance if they require special arrangements when attending a Pre-Bid Conference. The Georgia Relay Center at 1-800-255-0056 (TDD only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.14 Contractual relationships

SRTA intends to execute a Contract, attached as Part 3 of this RFP. The selected Contractor's contractual responsibility must solely rest with one firm or legal entity, which shall not be a subsidiary or affiliate with limited resources. Bidder's Bid Letter, included as Offer Document #2 of this ITB, must clearly indicate the firm or entity responsible for contract execution.

2.15 Bidder Conflicts of Interest

Bidder must disclose in detail, with the bid, anything that may create a conflict or appearance of a conflict of interest. For purposes of this ITB, “conflict of interest” means any situation or circumstance arising out of existing or past activities, business interests, familial relationships, contractual relationships or organizational structure (i.e., parent entities, subsidiaries, affiliates, subconsultants, etc.) or litigation where: 1.) Bidder, a key team member or key personnel could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of SRTA’s independent judgment; or 2.) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the resulting Contract.

Required disclosures include, but are not limited to: 1.) any current contractual relationships with the SRTA any of their employees or board members; 2.) any past, present or planned contractual or employment relationships with any officer or employee of SRTA; and 3.) any other circumstances that might be considered to create a financial interest in the Contract SRTA or any of their respective employees or board members if Bidder is awarded the Contract. The foregoing list is a demonstrative list and shall constitute a limitation on the Bidder’s disclosure obligations.

SRTA, in its sole discretion, will make a determination relative to a real or perceived potential conflict for a Bidder and its ability to mitigate such a conflict. A Bidder found to have a Conflict of Interest that cannot be mitigated, as determined in the sole discretion of SRTA, shall not have its bid submission evaluated for Contract award.

Failure to comply with the requirements in this Section 2.15 or to abide by t SRTA’s determination in this matter may result in the SRTA disqualifying the Bidder from submitting a bid, disqualifying the offending team member from participating on a Bidder’s team or, following submission of a bid, discontinuing further consideration of such Bidder and its bid.

Conflicts of interest that arise after the Bid Due Date, but before the Notice of Award, must be disclosed in detail in writing to the Issuing Officer.

2.16 Contractual Provisions

SRTA shall execute the Contract, attached as Part 3 to this RFP, with the successful Bidder for the provision of the required services with the selected Contractor(s). The selected Contractor’s contractual responsibility must solely rest with one legal entity, which shall not be a subsidiary or affiliate with limited resources. Bidder’s Bid Letter, included as Offer Document #2 of this ITB, must clearly indicate the firm or entity responsible for contract execution.

SRTA shall not be a party to agreements between the selected Contractor and/or any subcontractors it may choose to employ during fulfillment of the Contract. Additional contract requirements related to subcontractors are specified in the Contract.

2.17 Registered Lobbyists

By submitting a response to this ITB, the Bidder hereby certifies that the Bidder and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Government Transparency and Campaign Finance Commission.

2.18 Responsibility for Compliance with Legal Requirements

Bidder's products, services, and facilities shall be in full compliance with any and all applicable federal, state, and local laws, regulations, ordinances, and standards regardless of whether or not they are referred to in this ITB.

2.19 Responsiveness of Bids

Bids must be complete in all respects, as required in this ITB. A bid may be rejected by SRTA if it is conditional; incomplete; fails to meet any requirement included in the ITB; or, contains any alterations of form or other irregularities of any kind.

2.20 Conditional Bids

Terms and conditions attached to a bid by a Bidder and made a condition of Contract execution may render the bid non-responsive and may be rejected by SRTA.

2.21 Period that Bids Remain Valid

Each Bidder agrees that bids will remain firm for a period of one hundred and eighty (180) calendar days beginning with the date that cost bids are opened. Following the deadline for bid submission, no bid may be withdrawn for a period of 180 calendar days.

Requests for withdrawal of bids after 180 calendar days following the deadline for bid submission must be submitted to SRTA in writing (defined as being sent or received via letter or on official firm/agency letterhead or by electronic mail). Such requests for withdrawal of bids must be submitted in writing to the attention of Issuing Officer.

2.22 SRTA's Right to Request Additional Information-Contractor Responsibility

Prior to award, SRTA must be assured that the selected Contractor has all of the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of SRTA, financial resources sufficient to complete performance under the Contract, and relevant experience in similar endeavors. If such information is required, the Contractor will be so notified and will submit the information requested within the time requested by SRTA.

2.23 Sales and Use Taxes

SRTA is exempt from paying sales and use taxes. All pricing provided in response to this RFP shall exclude sales and use taxes.

2.24 Bid Preparation Costs

Each bid should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete bid. All costs incurred by any interested party in responding to this ITB shall be borne by such interested parties, and SRTA shall have no responsibility whatsoever for any associated direct or indirect costs related to the development or any other aspect of the bids or this ITB. No protestor, any interested party nor any other third party shall be entitled to recover any costs incurred in

connection with the procurement process, the solicitation, the protest, and/or compliance or attempted compliance with this policy, including preparation costs or attorneys' fees.

2.25 Waivers

SRTA may waive informalities or irregularities including, but not limited to typographical, mathematical, obvious errors, or other informalities or irregularities.

2.26 Bid Documents Required

For this procurement, Bidders must complete, sign (if applicable) and return the following documents:

- Solicitation Cover Page;
- Offer Document 1 (Bidder Information);
- Offer Document 2 (Bid Letter);
- Offer Document 3 (Bid Certifications);
- Offer Document 4 (Statement of Responsibility);
- Offer Document 5 (Bid Sheet);
- Offer Document 6 (Acknowledgment of Addenda);
- Offer Document 7 (E-Verify Affidavit);
- Offer Document 8 (Buy America Certification);
- Offer Document 9 (Certification Regarding Lobbying);
- Offer Document 10 (Certification of No Boycott of Israel);
- Offer Document 11 (Bid Bond);
- Offer Document 12 (Performance Bond);
- Offer Document 13 (Subcontractor and DBE Participation);
- Offer Document 14 (Landscape Maintenance Bond);
- Offer Document 15 (Copy of a valid and active GDOT Certificate of Qualification for contractor)
- Offer Document 16 (Certification of Capacity)

2.27 Bid Substitutions, Alternates and Exceptions

Bidders that propose alternate materials, services, techniques or equipment or substituted items that materially deviate from the items and/or services required in the technical requirements and specifications of this ITB, may have their bids rejected.

Any exceptions that the Bidder has in their submitted Bids must also be clearly noted within the Bid to be considered by SRTA, regardless of whether or not such exceptions have been previously communicated to SRTA.

PLEASE NOTE THAT BIDDERS SUBMITTING EXCEPTIONS TO THE REQUIREMENTS AND SPECIFICATIONS OF THIS ITB IN THEIR SUBMITTED BID DO SO AT THEIR OWN PERIL, SINCE EXCEPTIONS MAY RESULT IN A DETERMINATION OF "NON-RESPONSIVENESS" OF THE BIDDER AND/OR THEIR BID.

3 BASIS FOR AWARD

The lowest Bidder will be the Bidder submitting the overall lowest total price based on the quantity criteria listed in the Bid Sheet (**Offer Document 5**). Due to the possible variations in Construction Methods, only each Bidder's lowest priced bid will be used for evaluation purposes.

In order to be eligible for contract award, a Bidder must meet all of the following criteria:

1. The Bidder must be a pre-qualified contractor by the Georgia Department of Transportation (GDOT) for unlimited (exceeding two million dollar) contract cost.
2. The Bidder must certify that its current capacity is sufficient to cover the amount of its proposal.
3. The Bidder must complete and submit all bid documents in as noted in Section 2.26 above.
4. The Bidder's submission must confirm in all material aspects to the requirements of the solicitation at the scheduled time of submission
5. The Bidder must be a responsible Bidder.

3.1 Bidder Responsibility

A Responsible Bidder is one that SRTA believes to be responsible based on responses provided on the bidder's "Statement of Responsibility Certification Form" and/or based on bidder's responses to the requirements of the solicitation document. Responsibility shall generally be presumed. In order for a bidder to be deemed non-responsible, SRTA must make an affirmative determination of non-responsibility. SRTA reserves the right to conduct additional due diligence into any bidder's responsibility status. Such due diligence may include investigations into one or more of the following areas:

1. Whether Bidder has adequate financial resources to perform the contract, or the ability to obtain them. This includes, but is not limited to, the ability to obtain required bonds (if any) and insurance from sureties and insurance companies authorized to do business in Georgia.
2. Whether Bidder is able to comply with the contract requirements, considering the firm's other business obligations.
3. Whether Bidder is registered to do business in the State of Georgia and is listed as "ACTIVE/COMPLIANCE" with the Office of the Georgia Secretary of State.
4. Whether Bidder is not presently debarred or suspended from bidding by any Federal or State governmental entity;
5. Whether Bidder has within a three year period preceding this bid (or 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;
6. Whether Bidder is 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 above.
7. Whether Bidder has had a contract terminated for default in the last 3 years.
8. Whether Bidder is currently under investigation for any possible breach of contract, or fraud or allegations of criminal activity related to the types of Services requested within this solicitation document. (And if yes, the circumstances, nature and magnitude of such investigation shall be considered in any possible non-responsibility determination).

9. Whether Bidder has a satisfactory performance record.
10. Whether Bidder has a satisfactory record of integrity and business ethics.
11. Whether Bidder has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills.

3.2 Notice of Intent to Award and Notice of Award

The preliminary results of the bid opening may be announced through the public posting of a Notice of Intent to Award to the SRTA website. The Notice of Intent to Award (“NOIA”) is not notice of an actual contract award; instead, the NOIA is notice of the SRTA’s expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Bidder.

At the end of the evaluation process, the SRTA shall contact the apparent successful Bidder. The apparent successful Bidder must return two signed copies of the Contract to the Issuing Officer within one (1) week of notification. Failure to do so may lead to rejection of the Bidder. SRTA reserves the right to proceed to discussions with the next lowest cost Bidder. SRTA reserves the right to modify the Contract be consistent with the successful Bidder.

The Notice of Award is SRTA’s public notice of actual Contract award and will be publicly posted to the SRTA website.

ATTACHMENT A-QUESTIONS TEMPLATE

Instructions: Pursuant to Part 1, Section 2.4-Questions of the ITB, Bidders shall use this attachment to submit questions regarding the ITB to the SRTA.

#	ITB Document / Section	ITB page #	Question
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Instructions: Pursuant to Part 1, Section 2.4-Questions of the RFP, Bidders shall use this attachment to submit questions regarding the Contract to the SRTA.

#	Contract Provision Title	Contract Section Number	Current Wording of Section	Reason for Exception (Cite relevant law or provide business reasons.)	Proposed Language
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

PART 2
SCOPE OF WORK

The State Road and Tollway Authority (hereinafter, the “Authority” or “SRTA”) is seeking bids from firms who are pre-qualified by the Georgia Department of Transportation (GDOT), as provided by the Rules and Regulations of the State of Georgia Chapter 672-5 GOVERNING THE PREQUALIFICATION OF PROSPECTIVE BIDDERS, for construction Work of a new Xpress Park and Ride facility at a new location in Cobb County. The Rules and Regulations of the State of Georgia Chapter 672-5 can be found at <http://rules.sos.state.ga.us/GAC/672-5>. Firms who wish to respond to this Invitation to Bid (ITB) and have not been pre-qualified by GDOT may find the pre-qualification information here: <http://www.dot.ga.gov/PS/Business/Prequalification/PrequalContractors>. Firms responding to this ITB are cautioned to review the entire ITB and follow instructions carefully.

I. GENERAL INFORMATION

- A. Firms responding to this ITB shall submit with the bid package a valid and active Certificate of Qualification issued by GDOT. The awarded Firm shall maintain active with GDOT the provided Certificate of Qualification throughout the duration of the Contract and throughout the duration of any Amendments to the Contract. If any subset of the Work will be performed by Sub-contractors, the firms responding to this ITB shall include valid and active Certificates of Registration or a Certificates of Qualification issued by GDOT for all Sub-contractor firms included in their ITB, along with a detailed description of the Work’s subset intended to be performed by the referred Sub-contractors.
- B. The Contractor shall supply labor, Equipment, tools, means of transportation, traffic control, and incidentals to perform Work in accordance to Specifications, and to ensure a safe work environment for employees, the general public, site users, and the property owner during performance of the Contract. Prior to start of Work, Contractor must inspect Equipment to ensure the Equipment is fully operational for the performance of its intended purpose. The Contractor will also be responsible for any traffic control, licenses, and permits required to satisfy the duties required herein.
- C. This Project requires a Notice-Of-Intent (NOI).
- D. The Contractor shall work and cooperate with the Construction Management Team who is headed by a Construction Engineer, referred herein as SRTA’s Designated Representative. The SRTA’s Designated Representative will serve as the liaison between the Contractor and SRTA or the primary point of contact for the Contractor to SRTA. The SRTA’s Designated Representative is expected to communicate directly with the Contractor on all issues related to the Contract. Any issue(s) that cannot be resolved by the SRTA’s Designated Representative, shall be escalated promptly in writing to the SRTA’s personnel designated especially as point of contact for the Contractor on matters of escalations, and a copy of the written escalation shall be provided concurrently to the SRTA’s Designated Representative.
- E. All traffic control shall be provided by the Contractor. Contractor shall have a GDOT Certified Traffic Control agent on site any time traffic controlling is needed.
- F. Resurfacing shall not extend up any side streets or roadways. It shall continue across all tying streets or driveways along the projected edge-of-pavement of the pavement being resurfaced.
- G. All drainage structures within the limits of the Project shall be maintained by the Contractor throughout the duration of the Project.
- H. The Contractor shall not take advantage of any error or omission in any of the ITB components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify SRTA.
- I. The Contractor shall provide to the SRTA’s Designated Representative, the log (the list of make, model, serial number) of all installed devices/materials/components which have a serial number upon the completion of their installation.

- J. Contractor shall follow the latest State of Georgia Standard Specifications for Construction of Transportation Systems and Supplemental Specifications, the Special Provisions, and any applicable Construction Details and Standards by the Georgia Department of Transportation (GDOT).

The GDOT Standard Specifications Construction of Transportation Systems can be viewed online at the following web address: <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>.

The GDOT Supplemental Specifications can be viewed online at the following web address: http://www.dot.ga.gov/PartnerSmart/Business/Source/special_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf.

The Contractor may access the Construction Details and Standards by visiting: <http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx>. The Construction Details and Standards are subject to additions and revisions at any time. Any changes or revisions may be available in the form of a Special Provisions which are available via <http://www.dot.ga.gov/PS/Business/Source>.

Contractor shall follow the requirements and Special Provisions included in the Design Manual for Xpress Stations and Park & Ride Facilities by SRTA. The latest version of the Design Manual for Xpress Stations and Park & Ride Facilities can be viewed online at the following web address: <https://www.srta.ga.gov/wp-content/uploads/2019/03/SRTA-Park-Ride-Design-Manual-3-22-19.pdf>

It is the Contractor's responsibility for ensuring use of the latest version of the specifications, construction details, and/or standards. If there is a conflict between versions, the latest specification will govern.

The Contractor must comply with the terms of the referenced contract, project details, and any attachments referenced herein, in addition to the GDOT 2013 & 2016 Specifications sections, GDOT Special Provisions (SP) and SRTA Special Provisions (SSP) indicated in the below table by *:

Section #	Sub	Description	2013	2016	SP	SSP
009	MISCELLANEOUS CONSTRUCTION					
	003000	Advertising/Map Case Display				*
	003000	On-Site Decorative Signage				*
	282600	Emergency Call Box				*
150	Traffic Control				*	
151	Mobilization		*			
153	Field Engineer's Office [with modified section 153.3.04, see		*			
156	GPS Specifications for Conveyance Structures GIS Mapping			*		
163	Miscellaneous Erosion Control Items				*	
165	Maintenance of Temporary Erosion and Sedimentation Control Devices				*	
167	Water Quality Monitoring				*	
171	Silt Fence				*	
202	Random Clearing and Grubbing		*			
205	Roadway Excavation		*			
207	Excavation and Backfill for Minor Structures			*		
310	Graded Aggregate Construction			*		
318	Selected Material Surface Course		*			
402	Hot Mix Recycled Asphaltic Concrete		*			
413	Bituminous Tack Coat			*		
430	Portland Cement Concrete Pavement		*			
432	Mill Asphaltic Concrete Pavement		*			
437	Granite Curb		*			
441	Miscellaneous Concrete		*			
444	Sawed Joints in Existing Pavements		*			
446	Placement of Pavement Reinforcement Fabric		*			

500	Concrete Structures	*			
550	Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe		*		
573	Underdrains	*			
603	Rip Rap	*			
610	Removal of Miscellaneous Roadway Items	*			
611	Relaying, Reconstructing, or Adjusting to Grade of Misc. Roadway Structures	*			
615	Jacking or Boring Pipe	*			
634	Monuments and Road Markers	*			
636	Highway Signs		*		
639	Strain Poles for Overhead Sign and Signal Assemblies	*			
641	Guardrail		*		
643	Fence	*			
647	Traffic Signal Installation			*	
652	Painting Traffic Stripe	*			
653	Thermoplastic Traffic Stripe	*			
654	Raised Pavement Markers	*			
655	Pavement Arrow with Raised Reflectors	*			
657	Preformed Plastic Pavement Markings	*			
668	Miscellaneous Drainage Structures	*			
670	Water Distribution Systems				*
682	Electrical Wire, Cable, And Conduit	*			
700	Grassing (Seeding and Sodding)				*
701	Wildflower Seeding				*
702	Vine, Shrub and Tree Planting				*
708	Plant Topsoil				*
711	Turf Reinforcement Matting	*			
716	Erosion Control Mats (Slopes)	*			
754	Outdoor Furniture				*
754	Monument/Sculpture				*
763	Bus Pavilion				*
900	Precast Concrete Bollard				*
935	Fiber Optic System			*	
936	Closed Circuit Television (CCTV)		*		
937	Detection Systems		*		
999	DETENTION POND - UNDERGROUND DETENTION SYSTEM				*
	ARCHITECTURAL CONSTRUCTION - MAINTENANCE BUILDING				
	033000 Cast-in-Place Concrete				*
	042200 Concrete Unit Masonry				*
	051200 Structural Steel Framing				*
	053100 Steel Decking				*
	061000 Rough Carpentry				*
	072100 Thermal Insulation				*
	072600 Vapor Barrier				*
	074100 Formed Metal Roofing				*
999	075216 SBS Modified Bituminous Membrane Roofing				*
	079200 Joints Sealants				*
	081100 Metal Doors and Frames				*
	088100 Glass and Glazing				*
	096513 Resilient Base				*
	099100 Painting				*
	104416 Fire Extinguishers				*
	230500 General HVAC Requirements				*
	230593 Test and Balance				*
	232000 Piping and Specialties				*
	238119 Ductless Split Heat Pump AC System				*
999	ELECTRICAL CONSTRUCTION - LIGHTING COMPLETE				

	260519	Low-voltage Electrical Power Conductors and Cables				*
	260526	Grounding and Bonding for Electrical Systems				*
	260529	Hangers and Supports for Electrical Systems				*
	260533	Raceways and Boxes for Electrical Systems				*
	260553	Identification for Electrical Systems				*
	262213	Low-voltage Distribution Transformers				*
	262416	Panelboards				*
	262726	Wiring Devices				*
	262813	Fuses				*
	262816	Encloses Switches and Circuit Breakers				*
	265119	LED Interior Lighting				*
	265613	Lighting Poles and Standards				*
	265619	LED Exterior Lighting				*
999	009999	MISCELLANEAOUS CONSTRUCTION				*

II. SCOPE OF WORK

- A. The Contractor will be required to perform the Work at a new location located at the northwest corner of the I-75 and Hickory Grove Road in Cobb County (Approximate Project Midpoint latitude: 34.065871, longitude: -84.611982)
- B. The detailed Scope of Work is described by notes and graphics and included in Offer Document # 1 – Construction Plans. The estimated quantities are included in the Offer Document No. #5 – Bid Form, of the ITB.
- C. Contractors are encouraged to visit the location and familiarize themselves with existing site conditions and quantities prior to submitting their bid. Contractors are responsible for obtaining and verifying the exact measurements as indicated on the Offer Document # 1 – Construction Plans.
- D. Erosion Control: The Contractor shall utilize, as a minimum, protections at least as stringent as the Georgia State General Permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, must be consistent with, and no less stringent than, those practices contained in the Manual for Erosion and Sediment Control In Georgia published by the State Soil and Water Conservation Commission as of January 1 of the year of the issuance of the Notice-To-Proceed or the year in which the land disturbing activity was permitted, whichever is more stringent. Contractor shall utilize Best Management Practices (BMPs) as required to protect sediment from entering existing catch basins, manholes and drainage structures. Contractor shall install all erosion control devices, without exception, as required in the aforementioned Manual and in the Offer Document # 1 – Construction Plans.
- E. Vegetation Removal Requirements:
 - a. Clearing: This work consists of clearing, removing and disposing of all vegetation and debris in areas within the Site, as specified, except such objects as are designated by the SRTA's Designated Representative to remain or to be removed in accordance with the Plans or other sections of the Specifications. Vegetation and debris include trees, shrubs, vines, logs, limbs, mulch piles and all other debris associated with random clearing.
 - b. Random clearing may be done by any method provided that the ground disturbance is minimal, and no damage is done to property, structures, trees, or shrubbery to be retained, in or outside the Site boundaries.
 - c. Remove all trees, brush, stumps and roots projecting through or appearing on the surface of the ground by cutting or grinding flush with the surrounding ground surface. Grubbing operations are allowed only within the construction limits set in the Offer Document # 1 – Construction Plans, as long as the grubbed trees do not have roots extended behind the aforementioned construction limits.

- d. The SRTA's Designated Representative may specify that additional damaged, diseased, or deformed trees outside of the clearing limits be removed.
- e. Logging operations for marketable timber is permissible when performing clearing only in such a manner as not to interfere with the safety of the traveling public or personnel involved with the work.
- f. Trees outside the limits of clearing shall have all tree branches that extend within the limits of clearing area removed back to the branch bark ridge at the tree trunk to the top of the tree.
- g. Invasive plant species that are within the clearing limits shall be removed from the Site that does not allow propagation or re-growth of the plant(s). Do not grind or chip invasive plant species. The following is a list of invasive plant species:

Invasive Plant Species in Georgia	
Scientific Name	Common Name
<i>Ailanthus altissima</i>	Tree-of-Heaven
<i>Albizia julibrissin</i>	Mimosa
<i>Alternanthera philoxeroides</i>	Alligator Weed
<i>Carduus nutans</i>	Musk Thistle
<i>Eichhornia crassipes</i>	Water Hyacinth
<i>Elaeagnus pungens</i>	Thorny Olive
<i>Elaeagnus umbellata</i>	Autumn-Olive
<i>Hedera helix</i>	English Ivy
<i>Hydrilla verticillata</i>	Hydrilla
<i>Imperata cylindrica</i>	Cogongrass
<i>Lespedeza bicolor</i>	Shrubby Lespedeza
<i>Lespedeza cuneata</i>	Sericea Lespedeza
<i>Ligustrum japonicum</i>	Japanese Privet
<i>Ligustrum sinense</i>	Chinese Privet
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lonicera maackii</i>	Amur Honeysuckle
<i>Lygodium japonicum</i>	Japanese Climbing Fern
<i>Melia azedarach</i>	Chinaberry
<i>Microstegium vimineum</i>	Nepalese Browntop
<i>Miscanthus sinensis</i>	Chinese Silvergrass
<i>Murdannia keisak</i>	Marsh Dayflower
<i>Nandina domestica</i>	Sacred Bamboo
<i>Paspalum verillei</i>	Vaseygrass
<i>Paulownia tomentosa</i>	Princess Tree
<i>Phyllostachys aurea</i>	Golden Bamboo
<i>Pueraria Montana var. lobata</i>	Kudzu
<i>Rosa multiflora</i>	Multiflora Rose
<i>Sesbania herbacea</i>	Bigpod Sesbania
<i>Sesbania punicea</i>	Red Sesbania
<i>Sorghum halepense</i>	Johnsongrass

<i>Spiraea japonica</i>	Japanese Spiraea
<i>Triadica sebifera</i>	Chinese Tallow Tree
<i>Vinca major</i>	Big Periwinkle
<i>Vinca minor</i>	Common Periwinkle
<i>Wisteria sinensis</i>	Wisteria

F. Herbicide Applications: Upon completion of final cut at ground level on all non-invasive hardwood species, apply a cut stump treatment herbicide approved for use by GDOT to prevent re-growth. Apply herbicides at labeled rates and treatment recommendations immediately after final cut is performed. Apply herbicide using a blue dye additive. No additional compensation will be paid for this treatment. Apply herbicide treatments to invasive plant species as follows:

- a. *Woody Types*: Upon completion of final cut at ground level on all invasive woody species, apply a cut stump treatment herbicide with blue dye additive approved for use by GDOT to prevent re-growth. Apply herbicides at labeled rates and treatment recommendations immediately after final cut is performed.
- b. *Vines*: Spray invasive vines during the growing season with an herbicide that is labeled to control the specific vine approved for use by GDOT. Apply herbicide at labeled rates and treatment recommendations. Spray foliage that is within 4 feet of the ground. No foliar spray shall be above 4 foot high. Cut vines that extend above 4 feet and treat as woody plants.
- c. *Spray invasive grasses and weeds* during the growing season with an herbicide that is labeled to control the specific grass or weed approved for use by GDOT. Apply herbicide at labeled rates and treatment recommendations.

G. Debris Removal:

- a. All debris shall be removed from the Site.
- b. Debris associated with random clearing and/or side trimming is to be removed from the Site during and by the end of the Project.
- c. Any debris that reaches the travel ways, sidewalks, waterways, water bodies, driveways, concrete ditches and flumes shall be removed immediately.
- d. Restore original grades for any area that is disturbed by random clearing/side trimming if not required by the Plans. Equipment or tire rutting that occurs will need to be repaired by the Contractor.
- e. On random clearing operations mulch, grinded and chipped debris may be spread over the cleared areas. Mulch material chips shall not exceed 3 inches in length or 1 inch in diameter and be spread at a thickness not to exceed 3 inches in depth.
- f. Remove all litter, including larger pieces, from the Site at the end of each working day and dispose of at locations provided by the Contractor. Storage or stockpiling of litter on the Site is prohibited. Locations for disposal and costs associated for use of such locations will be the responsibility of the Contractor.
- g. No burning of debris is allowed on the Site. Disposal shall be in accordance with applicable local and state laws and regulations, and any cost incurred for disposal shall be the responsibility of the Contractor.
- h. Perform all work as described herein in a proficient and timely manner.

H. Milling

- a. Contractor shall mill existing area as indicated on the provided Attachment 1 – Construction Plans. Contractor is required to remove and dispose of any and all milled materials from the Project site prior to repaving. Contractor is required to power sweep and clean the area prior to repaving activities. Any debris that goes in drainage structures as a result of the milling operation shall be cleaned out at no additional cost to SRTA.
- b. When needed, Contractor shall mill existing streets or driveways at variable depth as to provide positive drainage to ensure water does not pond on them.
- c. Contractor shall employ variable milling depth, if necessary, to ensure smooth transitions at tying streets or driveways.
- d. Milling around manholes and valves will be allowed in order to meet the Contract completion date; however, these areas shall be covered with the final surface course the same day at no additional cost to SRTA.

I. Aerial Photograph Documentation

Provisions of this section are mandatory procedures for preparing and submitting construction aerial photographs.

a. Aerial Photograph Requirements:

1. Contractor shall provide aerial photographs to show progress of the Work.
2. Take aerial photographs on a monthly basis. Take aerial photographs beginning at first month of construction, prior to beginning any construction activity and terminating one month after final completion of all construction activities.
3. Take aerial photographs on same day each month, weather permitting, and at same time of day.
4. A minimum of FOUR aerial photograph locations will be required in order to show the progress of the entire project. Take aerial photographs of same standard locations each month, unless otherwise directed by the SRTA's Designated Representative. Assign a number to each standard aerial photograph location, for comparison with previous and future submittals.

b. Photograph Submittals:

1. Submit photographs within seven days of taking aerial photographs.
2. Submit photographs in digital format and paper print format, using photographic paper. Paper format shall be color, 8" x 10" in size. Digital format shall be high resolution, stored on CD or Flash drive or via email.
3. Label each photograph with project name, date, description and photograph number of location or element of the Work and Contractor's name.
4. Aerial photographs (All formats) will become the property of SRTA upon submittal.

c. Payment:

1. All costs associated with the Aerial Photograph Documentation is to be included in the price bid for the pay item # 999-9999 – Miscellaneous Construction.

J. Final Clean Up:

- a. Contractor shall remove any and all remaining Materials, Equipment, and debris from site prior to final payment.

- b. All common fill or excess material disposed outside the Project site shall be placed in either a permitted solid waste facility, a permitted inert waste landfill or in an engineered fill: See Section 201 - Clearing and Grubbing Right of Way, of the Georgia Standard Specifications and Supplements thereto for additional information.
- c. There is no suitable place to bury existing construction debris within the Site. The Contractor shall provide an environmentally approved site to dispose of existing construction debris at no additional cost to SRТА.

III. SCHEDULE, WORK STAGING, AND HOURS OF OPERATION

- A. Contractor shall complete Work within fifteen calendar months from the issuance date of the Notice-To-Proceed (NTP) from SRТА, unless otherwise directed by SRТА.
- B. Within fourteen calendar (14) days of the Notice of Contract Award date, for SRТА's review and approval prior to issuing a Notice-To-Proceed (NTP), the awarded Contractor shall submit to the SRТА's Procurement Officer, the following:
 - i. The Contractor's proposed construction Work Breakdown Structure (WBS) in PDF format and in the original editable electronic file format that created the WBS, showing coordination and sequencing of all disciplines, as well as coordination of the various subdivisions of the Work within the Contract Documents.
 - ii. The Contractor's proposed Process Schedule Chart (PSC) including the Contractor's proposed Work Progress Schedule (WPS) Chart in PDF and Microsoft Project file format, listing the anticipated start and completion times and dates of the major Work activities. The major Work activities are the following, but are not limited to: Equipment Mobilization, Site Preparation, Vegetation Clear and Grubbing, Structures Installation, Paving, Striping, Landscaping, Work along Hickory Grove Road, Final Clean Up, and Equipment Demobilization.
 - iii. A comprehensive written statement and/or sketching detailing in term of the construction scope and project duration all staging of construction phases as intended by the Contractor. If the Contractor opts to adhere fully to the staging of construction as proposed in the Plans, the Contractor shall indicate in the Contractor's provided written statement the Contractor's full adherence to the staging of construction as proposed in the Plans.
- C. The Contractor shall schedule all Work to ensure the least inconvenience and the utmost in safety to the site users, the Contractor's personnel, and SRТА's staff and Designated Representative. The Contractor shall move Equipment or Materials on or across the site in a manner as not to unduly interfere with traffic. SRТА shall have the authority to suspend or stop the Work if weather conditions are such that the Work may be compromised or there is a threat to the safety of the traveling public.
- D. Prior to the mobilization, the Contractor shall provide to the SRТА's Designated Representative and maintain throughout the project execution a detailed list of Equipment and name and title of each person assigned to the Project. Any change to the provided list shall be promptly reported to the SRТА's Designated Representative within the month the change occurrence.
- E. The Contractor shall provide a copy of the progress report on the first day of every month for the duration of the contract and along with any requests for payment. If at any time the Contractor falls more than 10% behind the Project schedule, the Contractor shall provide to the SRТА's Designated Representative an updated Project schedule and a plan detailing how the Contract will be completed on time. The percentage by which the Contractor is behind shall be calculated using the following formula: $Schedule\ Variance\ (SV) = Earned\ Value\ (EV) - Planned\ Value\ (PV)$.
- F. Completion of work includes inspections by SRТА's Designated Representative, and any work required to correct deficiencies noted by the SRТА's Designated Representative.

- G Should the Contractor's proposed schedule conflict with a Holiday or special event and, in the opinion of SRTA, negatively impact traffic flow, SRTA reserves the right to restrict Work operations by notifying the Contractor within forty-eight (48) hours prior to the scheduled Work activity.
- H. Traffic Control Requirements: Maintain traffic during the prosecution of the Work and provide, install, and maintain all traffic control devices in accordance with the Plans, Standard Specifications, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). In addition to any traffic control requirements listed in this ITB, the following additional requirements shall be adhered to:
- a. The Manual of Uniform Traffic Control Devices (MUTCD), with current edition accessible online at <https://mutcd.fhwa.dot.gov/>.
 - b. Utilize complete and proper traffic control and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. Leave the project in a manner that will not impede motorists and pedestrians, and which will be safe to the traveling public, the SRTA's personnel and partners.
 - c. Failure to comply with any of the requirements for safety and traffic control may result in suspension of the Work.

IV. PERSONNEL AND SUB-CONTRACTORS

A. Personnel:

1. *Superintendent* - At all times, have on Site as the Contractor's agent, a competent professional, thoroughly experienced in the type of Work being performed (Superintendent). The Superintendent shall be considered key personnel and shall be approved by SRTA's Designated Representative prior to the commencement of Work.

The Superintendent's main duties are to supervise the work crew. The Contractor's Superintendent shall:

- a. Have a working cell phone with them during duty hours;
 - b. Be available at the Work site when the Work is being performed under this Contract, and as requested;
 - c. Act as the Contractor's authorized agent in all communications with the SRTA and or the SRTA's Designated Representative; and
 - d. Be responsible for inspecting and reporting the need for major or emergency work immediately to the SRTA's Designated Representative.
2. *Crew*
 - a. Provide staff and staffing levels able to perform the Work in accordance with the requirements herein.
 - b. Use personnel who are competent, experienced, and skilled in all aspects of the Work. The personnel performing the Work will be under the sole responsibility of the Contractor.
 3. The Contractor shall submit within ten (10) calendar days from the Notice of Contract Award date the names and twenty-four (24) hours phone numbers of the office and field personnel to be contacted in emergency situations.

V. UTILITY CONFLICTS

- A. The Contractor shall be responsible for locating all utilities (such as water, gas, telephone, power, etc.) within the Site.

- B. The Contractor shall be responsible for requesting and obtaining utility location marking in a manner that does not interfere with the deadlines established in this ITB. Contractor shall comply with Georgia Law by ensuring buried utilities are properly marked. They may do so by contacting 811 via web site: www.georgia811.com or by submitting a request on-line or by telephone. Contractor shall perform no Work until the site is marked, or Georgia811 organization indicates that there are no buried utilities at the location. Contractor may not commence Work until utilities have been marked at the Work site(s).
- C. The Contractor shall promptly notify SRTA when the marking has been requested and when it has been accomplished. An email from the Contractor's Supervisor to the SRTA's Designated Representative shall be sufficient notification.
- D. Special care shall be used in working around or near existing utilities; protecting them when necessary to provide uninterrupted service. All Utility owners with assets located within the footprint of the Work or to be impacted directly or indirectly by the Work shall be contacted a minimum of three (3) business days prior to the commencement of operations.
- E. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or the owner's representative(s), in the restoration of service in the shortest time possible.
- F. Existing fire hydrants shall be kept accessible to fire departments at all times. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of workers and the public.
- G. No additional payment will be made for adjusting existing utility facilities (manholes, valves, etc.) to grade, unless noted otherwise in this ITB or attachments or Offer Documents.
- H. All existing utility facilities located within areas of the Work shall remain in place with proposed work to occur around these facilities, unless noted otherwise in this ITB or attachments or Offer Documents.
- I. Unless noted otherwise in this ITB or attachments or Offer Documents, no separate payment will be made for temporary drainage items. Cost will be included in overall bid submitted.

VI. SPECIAL TERMS AND CONDITIONS

A. Inspections

SRTA's Designated Representative will perform inspections to:

1. Ensure that required Traffic Control measures are taken to keep the traveling public, the Contractor, and employees or designated representatives of SRTA safe.
2. Ensure that the Contractor adheres to the Contract requirements by inspecting during and after the Work executions. Inspections should be during operations and after operations to assess quality and proper completion. SRTA may record inspections by taking photos of Contractor's Work with date/time stamp application. The photos will be used to document issues with application performance. The SRTA's Designated Representative will complete an Inspection/Compliance Form after inspecting the Work in progress and completed Work. Upon inspection, the SRTA's Designated Representative will notify the Contractor the SRTA's acceptance or rejection of the Work.

B. Material Quality Acceptance

1. Specific material to perform the Work must comply with the Specifications and be from a source listed on the GDOT's Qualified Products List (QPL). The Contractor is responsible for ensuring that ALL material/products chosen by the Contractor is from a source approved by GDOT and is from the most

current QPL List. The Contractor may access the QPL on line at <http://www.dot.ga.gov/PS/Materials/QPL> or may call the GDOT’s Office of Materials and Testing at the number listed at the top right-hand corner of the applicable QPL for the most current sources.

2. The SRTA reserves the right to perform all sampling and testing in accordance with the Specifications referenced in this ITB. The Contractor must furnish the applicable certifications and documentation for all materials/products as required by the Specifications prior to the use or installation of such materials/products. Material which is not properly certified will be rejected.
3. The Contractor shall submit a list of all herbicides intended for use for the purpose of specifications on cut stump treatment applications as well as control of invasive vines, grasses and weeds. Include labels and Material Safety Data Sheets (MSDS) for each herbicide. The SRTA’s Designated Engineer must approve or disapprove of the intended herbicide to be used prior to any applications being performed.
4. Contractor shall seek a written approval of the SRTA’s Designated Representative prior to using any material which is not properly certified or obtained from a source not included on the GDOT’s QPL.

C. Data, Plans and Reports

The data, together with all other information included in this ITB and or shown on the Plans or in any way indicated thereby, whether by drawings or notes, or in any other manner, are based upon field investigations and are believed to be indicative of actual conditions. However, the same are shown as INFORMATION ONLY, are not guaranteed, and do not bind SRTA in any way. The attention of the bidder is specifically directed to subsections 102.04, 102.05, and 104.03 of the Specifications.

D. The following are applicable non-refundable deductions:

<u>Specification Non-compliance Item/Deficient Work</u>	<u>Amount</u>
In the event that the Contractor fails to respond within ten (10) calendar days from the date of notification that Work is required, non-refundable deductions will be charged against the Contractor for each calendar day beyond the ten (10) calendar days.	\$2,000.00/calendar day
Damage to any property or infrastructure	At Cost

E. The Contractor shall provide a Field Engineer’s Office per GDOT Specifications Section 153. The name “GEORGIA DEPARTMENT OF TRANSPORTATION” shall be replaced by the name “STATE ROAD & TOLLWAY AUTHORITY”, and the acronym “GDOT” or “DOT” shall be replaced by the acronym “SRTA” on all signs intended to display the name of the owner of the project.

F. The Contractor shall submit to the SRTA’s Designated Representative within ten (10) calendar days of the NTP issuance date, a Safety Plan and a Quality Assurance/Quality Control (QA/QC) Plan in compliance with the prescripts and recommendations of the Federal Transit Administration (FTA)’s Construction Project Management Handbook, which is accessible by visiting: https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FTA_Construction_Project_Management_Handbook_2016.pdf.

G. Bid Form

1. Contractor must utilize the Offer Document No. #5 – Bid Form provided to indicate pricing to perform the Work itemized in the Bid Form. Contractors must enter all information directly on the Bid Form. Contractors must enter the value in the “Bid Unit Price” column for each corresponding line of the Sourcing Event. The Bid Form must be filled out completely in only the provided data fields. The provided fields for “Bid Unit Price”, “Bid Line Total” must be filled with price data in US Dollars **rounded up to the nearest cent value**. The “Total Bid” must be filled with price data in US Dollars **rounded up to the nearest dollar**.

value (commas omitted, and cents value excluded). Contractors must enter a value of “0” if there is no charge for the line item. The dollar value entered in the “Total Bid” must be written and spelled out words by words in the provided field data for “Total Bid Amount in Dollar (spelled out in words only)”. Any data fields or cells left blank or cells containing “n/a” to indicate not available will be interpreted as “no offer” and may at SRTA’s discretion be cause for rejection of the bid response. The entire Bid Form must be completed appropriately without exception in its entirety, signed on the last page by the Contractor’s personnel with the authority to obligate the Contractor and attached to the sourcing event with bid response.

2. The Contractor’s personnel with the authority to obligate the Contractor shall hand write his or her initials at the left lower corner of every pages of the Offer Document No. #5 – Bid Form.
3. Only one bid response per firm is allowed. Submission of more than one bid response by any firm will be cause for rejection of all bid responses from that firm.

ATTACHMENT 1-CONSTRUCTION PLANS

Due to size of the file, the Construction Plans Documents can be accessed by going to the following link:

<https://www.dropbox.com/s/mjhtk9we7isb1i3/Offer%20Document%20%23%201%20%E2%80%93%20Construction%20Plans%20-%20Version%20of%2004-19-2019.pdf?dl=0>

ATTACHMENT 2-DAVIS BACON WAGES

"General Decision Number: GA20190234 01/04/2019

Superseded General Decision Number: GA20180246

State: Georgia

Construction Type: Highway

County: Cobb County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2019

SUGA2014-068 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.56	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.24	1.56
FENCE ERECTOR.....	\$ 16.54	0.00
FORM WORKER.....	\$ 16.45	2.51
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.37	1.95
INSTALLER - GUARDRAIL.....	\$ 14.58	0.00
INSTALLER - SIGN.....	\$ 12.61	0.00
IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving		
Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.90	0.00
LABORER: Pipelayer.....	\$ 12.80	0.00
LABORER: Asphalt (Includes		
Distributor, Raker, Screed,		
Shoveler, and Spreader).....	\$ 13.42	0.74
LABORER: Common or General,		

OPERATOR: Shuttle Buggy.....	\$ 14.13	1.58
Painter: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.54	0.92
TRAFFIC CONTROL:		
Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 13.81	0.00
TRAFFIC SIGNALIZATION:		
Laborer.....	\$ 13.58	1.10
TRAFFIC SIGNALIZATION:		
Electrician.....	\$ 22.40	4.63
TRUCK DRIVER: Dump Truck.....	\$ 17.23	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.19	1.46
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Includes Erosion Control.....\$ 11.06	0.00
OPERATOR:	
Backhoe/Excavator/Trackhoe.....\$ 15.82	1.62
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....\$ 14.83	1.38
OPERATOR: Bulldozer.....\$ 14.53	0.81
OPERATOR: Compactor.....\$ 14.64	0.00
OPERATOR: Concrete Saw.....\$ 18.68	0.00
OPERATOR: Crane.....\$ 21.38	3.32
OPERATOR: Distributor.....\$ 16.34	1.78
OPERATOR: Grader/Blade.....\$ 18.42	5.04
OPERATOR: Hydroseeder.....\$ 15.20	0.00
OPERATOR: Loader.....\$ 13.87	0.93
OPERATOR: Mechanic.....\$ 18.72	0.00
OPERATOR: Milling Machine	
Groundsman.....\$ 13.43	1.24
OPERATOR: Milling Machine.....\$ 14.34	0.82
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.25	2.59
OPERATOR: Piledriver.....\$ 16.70	0.00
OPERATOR: Roller.....\$ 13.49	0.77
OPERATOR: Scraper.....\$ 12.64	0.00
OPERATOR: Screed.....\$ 14.17	0.85

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

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

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.

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.

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END OF GENERAL DECISION

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ATTACHMENT 3

LAND DISTURBANCE PERMIT

LAND DISTURBANCE PERMIT

PERMIT NO. Full SITE DATE: 4-22-19

S	P	R	2	0	1	8	0	0	5	9	3
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HICKORY GROVE PARK & RIDE
PROJECT NAME

COBB COUNTY COMMUNITY DEVELOPMENT AGENCY
DEVELOPMENT AND INSPECTIONS DIVISION
SITE PLAN REVIEW SECTION

1150 POWDER SPRINGS STREET, SUITE 400, MARIETTA, GEORGIA 30064

24 HOUR EMERGENCY CONTACT: SAM SAMU

TELEPHONE NUMBER(S): 404-893-6176

THIS PERMIT IS SOLELY FOR THE INSTALLATION OF SEDIMENT AND EROSION CONTROLS. THE SITE INSPECTIONS SECTION WILL ISSUE A GRADING PERMIT AFTER THE INSTALLATION IS INSPECTED.

CALL 770-528-2142 TO ARRANGE FOR AN INSPECTION.

THIS PERMIT MUST BE POSTED ON THE JOB SITE WITHIN VIEW FROM A PUBLIC ROAD THROUGHOUT CONSTRUCTION.

CONSTRUCTION CONTRACT
For HICKORY GROVE XPRESS PARK AND RIDE

BETWEEN

THE STATE ROAD AND TOLLWAY AUTHORITY

AND

Contents

1.	Recitals.....	8
2.	Definitions.....	8
3.	Incorporation and Priority of Contract Documents.....	8
4.	Contractor’s General Responsibilities.....	8
4.1	Mitigation of Delay.....	9
4.2	Requests from Other Government Entities.....	9
4.3	Project Delivery.....	9
4.4	Progress Reports and Information.....	9
4.5	FTA Mandated Clauses.....	9
4.6	Cooperation.....	9
4.6.1	With SRTA and Designated Representatives.....	9
4.6.2	With Other Third Parties.....	9
4.6.3	Between Contractors.....	9
4.6.4	Performance of Work Directed by SRTA Only.....	9
5.	Public Convenience.....	9
6.	Load Restrictions.....	10
7.	Contractor Personnel.....	10
7.1	Character of Workers, Methods and Equipment.....	10
7.2	Immigration Act.....	10
8.	Manner of Performance.....	10
8.1	Notice to Proceed.....	10
8.2	Plans and Specifications.....	10
8.3	Plans on Site.....	10
8.4	Notice of Commencement.....	10
9.	Pre-Construction Phase.....	10
9.1	Preconstruction Conference.....	10
9.1.1	Introductions.....	10
9.1.2	Responsibilities.....	10
9.1.3	Procedures.....	10
9.1.4	Technical Requirements.....	10
9.2	Preconstruction Activities.....	11
9.2.1	Schedule.....	11
9.2.2	Construction Management Plan.....	11
9.2.3	Safety Program.....	11
9.2.4	Quality Control.....	11
10.	Quality Control Program.....	11
10.1	Quality Control Records.....	12
10.1.1	Daily Inspection Reports.....	12
10.1.2	Daily Test Reports.....	12
10.1.3	Corrective Action.....	12
10.1.4	Additional Elements.....	13
10.1.5	Designated Representative Oversight.....	13
10.1.6	Noncompliance.....	13
11.	Project Meetings.....	13
11.1	Project Progress Meetings.....	13

11.2	Other Internal Project Meetings.....	13
12.	Surveys, Permits, and Regulations.....	13
13.	Construction Documents.....	13
13.1	Construction Document Conflicts.....	13
13.2	Ownership of Documentation.....	14
14.	Safety Precautions.....	14
14.1	Emergencies.....	14
14.2	Remedy Damages.....	14
14.3	Written Programs.....	14
14.4	Sanitary Conditions.....	14
15.	Site Conditions.....	14
15.1	Site Investigation.....	14
15.2	Differing Site Conditions.....	15
16.	Inspection.....	15
16.1	Inspection Does Not Relieve Contractor.....	15
16.2	Failure to Pass any Testing.....	15
16.3	Limitations on Contractor’s Right to Rely.....	15
16.4	Substantial Completion.....	16
16.5	Project Acceptance.....	16
17.	Construction.....	17
17.1	Materials.....	17
17.2	Maintenance.....	17
17.3	Clean Up.....	17
17.4	Clean Up.....	17
17.5	Acceleration for failure to meet Schedule Requirements.....	17
18.	Defective Work.....	17
18.1	Duty to Promptly Correct Work.....	17
18.2	Full and Complete Charge.....	17
18.3	Correcting the Work.....	18
18.4	SRTA Remedies for Defective Work.....	18
18.5	Notice of Correction from Contractor.....	18
18.6	No Delay.....	18
18.7	Effect of Notice of Nonconforming Work.....	18
18.8	Deductions for Uncorrected Work.....	18
19.	Payment Terms.....	18
19.1	General.....	18
19.2	Retention.....	18
19.3	Trust Funds.....	19
19.4	Stored.....	19
19.5	Measurement.....	19
19.6	Overpayment.....	19
19.7	Reduction of Payment for Non-conforming Services.....	19
19.8	Withholding Payments.....	19
19.9	Payment not Acceptance.....	19
19.10	Net 30 Days.....	19

19.11	Invoicing.....	19
19.12	No Disruption of Work.....	19
19.13	Right of Set Off.....	19
19.14	Full Compensation.....	19
19.15	Final Payment.....	20
19.16	Firm Price.....	20
19.17	Lien Waivers.....	20
19.18	Omitted Work.....	20
20	Contract Changes.....	20
20.1	Allowable Changes.....	20
20.2	Change Order.....	21
20.2.1	Change Order Proposal.....	21
20.2.2	Disputed Work.....	21
20.3	Delay and Extensions of Time.....	21
20.4	Minor Field Adjustments.....	21
21	Fixtures.....	21
21.1	Fixtures.....	21
21.2	Bill of Sale.....	21
21.3	FOB Destination.....	22
22	SRTA Suspension of Work.....	23
23	Warranties.....	23
23.1	Express Warranties.....	23
23.1.1	Accuracy of Responses.....	23
23.1.2	Licenses.....	23
23.1.3	Organization.....	23
23.1.4	Authorization by Contractor.....	23
23.1.5	Authorization of Signer.....	24
23.1.6	Valid Contract.....	24
23.1.7	No Default.....	24
23.1.8	No Proceeding.....	24
23.1.9	No Breach of Law.....	24
23.1.10	Real Party in Interest.....	24
23.1.11	Work/Labor.....	24
23.1.12	Cooperation.....	24
23.1.13	Post-completion Warranty.....	24
23.1.14	Compliance with Laws, Rules and Regulations.....	24
23.1.15	Timely Payments to Subcontractors.....	24
23.2	Third Party Warranties.....	24
23.3	No-waiver.....	24
23.4	Contractor duty to Remedy.....	25
23.5	SRTA Cure.....	25
23.6	Defective Work Contractor Responsibility.....	25
23.7	Other Remedies.....	25
24	Risk of Loss.....	25
25	Environmental Considerations.....	25

25.1	Erosion Control Work.....	25
25.2	Environmental, Pollution, Hazardous Materials and Archeological Specifications.....	25
26	Liquidated Damages.....	25
26.1	Time of the Essence.....	25
26.2	Difficulty of Ascertaining Certain Damages.....	25
26.2.1	Unenforceability of Liquidated Damages.....	26
26.3	No Waiver.....	26
26.4	Deducted as Accrued.....	26
26.5	Contractor and Surety Jointly and Severally Liable.....	26
27	Indemnification.....	26
27.1	Contractor Liability for Contractor Parties, etc.....	26
27.2	Indemnification.....	26
27.3	Intellectual Property Indemnification.....	27
27.4	Obligations not Mutually Exclusive.....	27
28	Limitation of Liability.....	27
29	Dispute Resolution.....	27
30	Default; Damages/Remedies.....	27
30.1	Default.....	27
30.2	SRTA Damages/Remedies.....	28
30.3	SRTA Default.....	28
31	Termination.....	28
31.1	Termination for Cause.....	28
31.2	Termination for Convenience.....	29
31.3	Pre-existing Liability.....	29
31.4	Compliance with Contract.....	29
31.5	Termination Procedures and Duties.....	29
32	Insurance.....	30
32.1	Insurance Certificates.....	30
32.2	Insurer Qualifications, Insurance Requirements.....	30
32.3	Required Insurance Coverages.....	30
32.3.1	Workers' Compensation Insurance.....	30
32.3.2	Employers' Liability Insurance.....	31
32.3.3	Commercial General Liability Insurance.....	31
32.3.4	Commercial Business Automobile Liability Insurance.....	31
32.3.5	Commercial Umbrella Liability Insurance.....	31
32.3.6	Additional Requirements.....	31
32.3.7	Disposition of Insurance Documents.....	31
32.4	Termination of Obligation to Insure.....	31
32.5	Failure of Insurers.....	32
32.6	Ongoing Coverage.....	32
32.7	General.....	32
33	Bonds.....	32
33.1	Payment and Performance Bond.....	32
33.2	Required Qualifications for Surety.....	32
33.3	Penal Amount of Bonds, State Law.....	32

34	Records Retention and Audit Rights.	32
35	Cooperation, Transition, End of Contract Responsibilities.	32
35.1	Cooperation.....	32
35.2	Transition.	32
35.3	End of Contract.	32
35.4	Failure to Comply.	32
36	Utilities.	33
37	Disruption to Residential/Commercial Property.....	33
38	Subcontracting and Assignment.	33
38.1	Subcontracting.	33
38.2	Failure to Comply.	33
39	Relationship of the Parties.	33
39.1	Joint Venture/Partnership.....	33
40	Conflicts of Interest.	33
41	Exhibits.	33
42	Miscellaneous Provisions.	33
42.1	Compliance with Laws.....	34
42.2	Sexual Harassment Prevention.	34
42.3	Parties Bound.	35
42.4	Time of the Essence/Force Majeure.	35
42.5	Trading with State Employees.....	35
42.6	Governing Law and Venue.	35
42.6.1	Governing Law.....	35
42.6.2	Venue.	35
42.7	Notices.....	35
42.8	Taxes.....	35
42.9	Publicity.....	35
42.10	Drug-Free Workplace.	35
42.11	Remedies Cumulative.....	35
42.12	Integration of the Contract Documents.	36
42.13	Waiver.	36
42.14	Severability.....	36
42.15	No Third-Party Beneficiaries.	36
42.16	Headings.....	36
42.17	Counterparts.	36
42.18	Construction of Contract.....	36
42.19	Survival.	36
42.20	No Exclusivity.	36
42.21	Entire Contract; Amendment.	36
42.22	Registered Lobbyists.	36
42.23	Replacement of Terms in the Specifications.	36
EXHIBIT A	38
EXHIBIT B	41
EXHIBIT C	45
EXHIBIT D	47

EXHIBIT E 50
EXHIBIT F 51

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT ("Contract") is made and entered into as of the _____ day of _____, 20____ ("Effective Date"), between the STATE ROAD AND TOLLWAY AUTHORITY, a body corporate and politic and an instrumentality and public corporation of the State of Georgia ("SRTA"), and **Insert Contractor's Full Legal Name** authorized to do business in the state of Georgia (the "Contractor"). SRTA and Contractor may be referred to individually, as "Party" or collectively, as "Parties."

WHEREAS, pursuant to O.C.G.A. § 32-10-63(5), SRTA is authorized to contract for all Work that in the judgment of SRTA is necessary for completion of the design and construction of the Project under the Contract Documents and includes, without limitation, all plant, labor, Materials, Equipment, systems, taxes, insurance, bonds, services and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents.

WHEREAS, SRTA desires to engage a qualified and experienced contractor to furnish and deliver all Materials and perform all Work as more fully described in SRTA Solicitation ITB No. 20-012, and this Contract;

WHEREAS, the Contractor has represented to SRTA that it is experienced and qualified and willing to provide all of the labor, Materials, and expertise needed to successfully provide the Work as described in the ITB;

WHEREAS, SRTA has relied upon such representations and selected the Contractor to furnish the Work; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into the Contract.
2. **Definitions.** Certain capitalized terms used herein shall have the meanings assigned to them as set forth in Exhibit A to this Contract. Other capitalized terms used but not defined in the Contract have the respective meanings set forth in the ITB.
3. **Incorporation and Priority of Contract Documents.** The ITB, including the Construction Documents, the Plans, the Special Provisions, the Standard Specifications, Supplemental Specifications, and the Contractor's Bid, are all integral parts of this Contract and are incorporated by herein by reference. The ITB, the Plans, the Special Provisions, the Contractor's Bid, the Standard Specifications, the Supplemental Specifications, and this Contract (including all Change Orders, Amendments, documents and exhibits referenced in this Contract) shall be collectively referred to as the "Contract Documents." In the event of a conflict among the Contract Documents the following order of precedence applies:

1. Amendments to the Contract
2. The Contract
3. The ITB
4. The Plans
5. The SRTA Special Provisions (SSP)
6. The Special Provisions
7. The Supplemental Specifications
8. The Standard Specifications
9. the Contractor's Bid

In the event of any conflict, ambiguity or inconsistency between or among any Contract Documents having the same order of precedence, the more stringent standard will prevail. However, where a lower priority document contains additional or supplemental details, those additional details shall take precedence except where they irreconcilably conflict with a higher priority document.

In the event of a conflict among the Construction Documents, SRTA retains sole discretion to determine which provision applies and the Contractor is obliged to request in writing SRTA's determination of the order of precedence if it becomes aware of any such conflict.

In the case of the Construction Documents, the Work shall not be governed solely by the manuals and guidelines listed in the Contract Documents and it is the Contractor's responsibility to locate and utilize the most current edition at the time of the ITB advertisement.

If the Contractor's Bid includes statements, offers, terms, concepts or designs that can reasonably be interpreted as offers to (i) provide higher quality items than otherwise required by the other Contract Documents or (ii) perform services or meet standards in addition to or better than those otherwise required, or (iii) otherwise contains terms or designs which are more advantageous to SRTA than the requirements of the other Contract Documents, as reasonably determined by SRTA, then Contractor's obligations under the Contract Documents include compliance with all such statements, offers, terms, concepts and designs.

4. **Contractor's General Responsibilities.** In addition to the obligations of Contractor listed elsewhere in the Contract Documents, Contractor's responsibilities include:

- 4.1 Mitigation of Delay. Use commercially reasonable efforts to mitigate delay to the construction of the Project and mitigate damages due to delay in all circumstances, to the extent possible, including by re-sequencing, reallocating, or redeploying Contractor's and its subcontractors' forces to other Work, as appropriate.
- 4.2 Requests from Other Government Entities. Furnish to the appropriate Governmental Entities information required to be furnished by SRTA and related to the Work or the Project pursuant to the Laws.
- 4.3 Project Delivery. Contractor shall construct the Project in accordance with the Contract Documents and the Construction Documents, and complete the Project according to the milestones and completion dates set forth in the ITB.
- 4.4 Progress Reports and Information. When required, the Contractor shall submit to SRTA such schedule of quantities and costs, payrolls, bills, vouchers, correct copies of all subcontracts, statements, reports, correct copies of all agreements, correspondence, and written transactions with the surety on the performance bond that have any relevance to the Work, estimates, records, and other data as SRTA may request that concerns the Work performed or to be performed under this Contract. When requested by SRTA, the Contractor shall give SRTA prompt access to its records relating to the foregoing. To the extent applicable, the above reports shall include (a) written notice of dates by which specified Work will have been completed, (b) written notice of dates by which nonconforming Work will be made good, (c) written notice that nonconforming Work has been made good, (d) written notice as to the date or dates by which Work that has not been performed as required by the Schedule shall have been brought into conformity with the Schedule, (e) date by which any undisputed claim of Contractor Parties shall have been paid, (f) written advice regarding the nature and amount of any disputed claim of Contractor Parties, and (g) information regarding Work performed under Change Orders.
- 4.5 FTA Mandated Clauses. Contractor shall comply with the FTA mandated terms set forth in **Exhibit B** and shall compensate its employees and subcontractors according to the Davis Bacon Wages for the applicable county as set forth in **Exhibit F**.
- 4.6 Cooperation. Contractor shall coordinate and cooperate, and require its Contractor Parties to coordinate and cooperate, with SRTA and the Designated Representatives to facilitate the full, efficient, effective and timely performance of all such inspection, sampling, measuring, testing, reporting, auditing, other oversight functions and all other aspects of the Work, as applicable. Contractor shall cause its representatives, Contractor Parties, as applicable, and other Project staff to be available at all reasonable times for consultation with SRTA. The Parties and their representatives on the Project shall work as a project team to effect the commencement of and completion of construction in accordance with the Schedule, and to achieve Project Acceptance. Each team member shall communicate with all other team members to assure overall coordination, cooperation, and efficiency.
- 4.6.1 *With SRTA and Designated Representatives.* SRTA shall be entitled to full and prompt cooperation of the Contractor in all aspects of the Work. Contractor will respond to SRTA's requests for information or other requests for which Contractor's input is needed within the timeframe reasonably requested by SRTA.
- 4.6.2 *With Other Third Parties.* Contractor is required to cooperate, as applicable, with other subcontractors and suppliers, utility companies, other Government Entities, and all other entities required to perform Work on the Project or otherwise responsible for oversight, supervising, inspecting or performing any part of the Project.
- 4.6.3 *Between Contractors.* SRTA reserves the right to contract for and perform other or additional Work on or near the Project. When separate contracts are let within the limits of the Project, Contractor shall conduct his Work so as not to interfere with or hinder the progress of completion of the Work being performed by other contractors. Contractor shall cooperate with other contractors as directed by SRTA or its Designated Representative. The Contractor shall arrange his Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the other contractors within the limits of the Project. The Contractor shall join his Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.
- 4.6.4 *Performance of Work Directed by SRTA Only.* Notwithstanding any provision to the contrary, Contractor shall only take direction from SRTA or the Designated Representative regarding any and all aspects of the Work. No other party has the authority to amend or change any aspect of the Project or otherwise direct Contractor with regard to any and all aspects of the Work.
- 4.7 Comply with the Specifications. Specific provisions of the Standard Specifications are listed in this Contract for the Contractor to follow; however, the Contractor is still required to comply with all other provisions of the Standard Specifications, Supplemental Specifications and Special Provisions applicable to the Work to the extent they do not contradict provisions of the Contract Documents with a higher priority in the order of precedence.

5. Public Convenience. Contractor shall comply with section 107.07 of the Standard Specifications.

6. **Load Restrictions.** The Contractor shall comply with section 107.14 of the Standard Specifications.
7. **Contractor Personnel.**
- 7.1 **Character of Workers, Methods and Equipment.** The Contractor shall comply with section 108.05 of the Standard Specifications
- 7.2 **Immigration Act.** Contractor and its subcontractors shall comply with the Georgia Immigration & Compliance Act (“Immigration Act”), O.C.G.A. § 13-10-90, et seq. Contractor must certify compliance with the Immigration Act using the form attached as **Offer Document #7 to the ITB**. The required certificates and affidavits must be filed with SRTA and copies maintained by Contractor and each of the Contractor Parties as of the Effective Date. State officials, including officials of the Georgia Department of Labor and SRTA, retain the right to inspect and audit the Project and employment records of Contractor and its subcontractors without notice during normal working hours until the Work under the applicable Project is complete, and as otherwise specified by Law.
8. **Manner of Performance.** The Contractor shall do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the ITB, Construction Documents, and the Proposal, under security as set forth in the attached bond, and to the satisfaction of the duly authorized representatives of SRTA, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.
- 8.1 **Notice to Proceed.** The performance time will begin with the issuance of a Notice to Proceed, which shall be in writing and signed by SRTA or its Designated Representative.
- 8.2 **Plans and Specifications.** All Work furnished shall be in conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract Documents and the Construction Documents. If SRTA finds the Materials furnished, Work performed, or the finished product not within conformity with the Contract Documents and the Construction Documents but that the portion of the Work affected will, in SRTA’s opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to SRTA, SRTA will advise Contractor. In this event, SRTA will execute a Change Order to reflect a corresponding reduction in the Contract price for the affected portion of the Work. If SRTA finds the Work, or the finished product are not in conformity with the Construction Documents and have resulted in an unacceptable finished product, the affected Work shall immediately be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with SRTA 's written orders.
- 8.3 **Plans on Site.** The Contractor shall have available at the Project Site at all times one copy each of all Specifications, Plans, drawings, addenda, modifications, and shop drawings in good order and annotated currently to show all changes made during the construction process. These shall be available to SRTA and the Designated Representative of SRTA for review of record information thereon each month prior to approval of monthly application for payment, and shall be delivered to SRTA upon completion of the Project. Record information shall include but not be limited to record dimensions, finished pavement grades, finished elevation of structures, record inverts, etc.
- 8.4 **Notice of Commencement.** The Contractor shall, in accordance with O.C.G.A. § 44-14-361.1, properly record and post a Notice of Commencement for the construction of the Work, and shall promptly deliver a stamped recorded copy of such Notice of Commencement to SRTA and shall otherwise comply with the requirements of Georgia’s lien laws.
9. **Pre-Construction Phase.**
- 9.1 **Preconstruction Conference.** After the award of the Contract and prior to the issuance of the Notice to Proceed, a pre-construction conference will be held to discuss the following topics and/or additional items as needed:
- 9.1.1 ***Introductions.*** Meet other personnel on the Project and become familiar with their areas of responsibility and extent of authority, and to establish a working understanding between the Parties involved in the Project.
- 9.1.2 ***Responsibilities.*** Establish responsibilities on the Project level and permit any necessary discussion of matters pertaining to the order of Work, the Construction Documents, traffic control, erosion control, material sources, disposal sites, safety plans, placement of traffic control barricades, Contractor staging areas, access points, utility service adjustments or other items that may affect the Project.
- 9.1.3 ***Procedures.*** Establish procedures for handling shop drawings, Contractor submittals, and procedures for processing applications for payment that may not already be addressed in the Contract Documents.
- 9.1.4 ***Technical Requirements.*** Review the Contract Documents, establish progress of Work schedules, and discuss Construction Documents as needed.

The preconstruction conference should be scheduled no later than five (5) Business Days after NTP, to be held at either SRTA’s offices or at the Site, and include, but not be limited to, representatives of the

following organizations: SRTA, SRTA's Designated Representatives, the Contractor, the Superintendent, major sub-contractors, major material suppliers, utility companies as needed, and other affected organizations as required.

9.2 Preconstruction Activities. The following shall be provided to SRTA two (2) Business Days before the preconstruction conference:

9.2.1 *Schedule.* The Contractor shall submit the Schedule for review by the Designated Representative and approval by SRTA. The Schedule shall be based upon the schedule provided in the ITB. The Schedule shall be prepared using a Critical Path Method process, utilizing a full featured software package in a form satisfactory to SRTA, showing dates for preparation and processing of shop drawings and samples, and delivery of Materials or Equipment requiring long lead-time procurement, and the proposed Project Acceptance Date. It should also include a Process Schedule Chart ("PSC") or Gantt chart, showing the dates for commencement and completion of the Work required by the Contract Documents, including a Work Breakdown Structure ("WBS") showing coordination and sequencing of all disciplines, as well as coordination of the various subdivisions of the Work within the Contract Documents. Milestones must be clearly indicated and sequentially organized to identify the Critical Path of the Project. The Schedule shall have the minimum number of activities required to adequately represent to SRTA the complete scope of Work and define the Project's Critical Path and associated activities. The format of the Schedule will have dependencies indicated on a weekly grid identifying milestone dates such as construction start, phase construction, inspection for Substantial Completion and the Project Acceptance Date. Once approved by SRTA, the Parties shall comply with the Schedule. The Contractor must provide the Designated Representative with weekly updates of the Schedule indicating completed activities and any changes in sequencing or activity durations, including approved change orders. However, no changes in milestone dates are to be made without written consent of SRTA which includes approved change orders. If the Contractor falls behind the submitted schedule, the Contractor shall, upon SRTA or its Designated Representative's request, submit a revised schedule for completion of the Work within the Contract time and modify his operations to provide such additional materials, Equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify SRTA or its Designated Representative's at least twenty-four (24) hours in advance of resuming operations. The Contractor shall not commence any Work prior to the date set forth in the Notice to Proceed.

9.2.2 *Construction Management Plan.* Contractor shall prepare and furnish to SRTA a thorough and complete plan for the management of the Project from issuance of the Notice to Proceed through Project Acceptance. Such plan shall include, without limitation, an estimate of the manpower requirements for each trade and the anticipated availability of such manpower, a schedule prepared using the critical path method that will amplify and support the Schedule. The Contractor shall include in his plan the names and resumes of the Superintendent, Project Manager and the person in charge of safety.

9.2.3 *Safety Program.* The Contractor shall provide and maintain adequate safety measures. The Contractor shall prepare and furnish to SRTA a specific safety program for the Work for the Project Site. The Contractor shall establish and require all Contractor Parties to establish reasonable safety programs. The specific safety program must include but is not limited to (1) identification of all vulnerabilities and known hazards anticipated to be used for the Work, (2) categorization of the hazards and vulnerabilities as to their potential severity and probability of occurrence, (3) analysis of the vulnerabilities and hazards for potential impact, and (4) prescribed resolution of the vulnerabilities and hazards by design, engineered features, warning devices, procedures, and training, or other methods. The Contractor shall also submit to the Designated Representative and SRTA its monthly safety reports, that lists detailed safety incidents (what, who, where, when, how) encountered in the previous month, the course of actions taken to resolve them, and the measures taken to prevent them from happening again. A month without a safety incident shall be reported as such. No imposition of responsibility on the Contractor for safety under this Contract shall relieve any Contractor Party of its responsibility for safety of persons or property on or near the Project Site. The Contractor shall include in his plan the names of the person(s) in charge of Safety.

9.2.4 *Quality Control.* Contractor shall prepare and furnish to SRTA a written quality control program more specifically described in **Section 10 (Quality Control Program)** (the "Quality Control Program"), if that section applies to this Contract.

10. **Quality Control Program.** This Section applies to this Contract only if this box is checked (major construction projects on the capital improvement plan): .

The Quality Control Program shall address in detail the steps the Contractor will take to ensure quality and will include, without limitation, those personnel, in addition to the Superintendent, who will provide review, testing and verification of the proper installation of the Work. Each Contractor Party having responsibility for more than \$50,000 of the Contract cost shall be addressed in the program. The written program shall include affidavits from each of the involved Contractor Parties acknowledging their responsibilities under the Contract Documents in

general and the quality control program specifically. This Quality Control Program shall ensure conformance to applicable specifications and plans with respect to Materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction Work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control. The Quality Control Program shall be organized to address, as minimum, the following items:

- Quality control organization;
- Project progress Schedule;
- Submittal schedule;
- Inspection requirements;
- Quality control testing plan;
- Documentation of quality control activities; and
- Requirements for corrective action when quality control and/or acceptance criteria are not met.

10.1 Quality Control Records. The Contractor shall maintain current quality control records of all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken. These records must cover both conforming and deficient features, and must include a statement that all supplies and Materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records shall be furnished to the Designated Representative daily. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the Superintendent. Specific Contractor quality control records required for the Contract shall include, but are not necessarily limited to, the following records:

10.1.1 *Daily Inspection Reports*. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the Designated Representative. The daily inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed. The daily inspection reports shall be signed by the responsible quality control technician and the Superintendent. The Designated Representative shall be provided at least one copy of each daily inspection report on the Work day following the day of record. These technician's daily reports shall provide factual evidence that continues quality control inspections have been performed and shall, as a minimum, include the following:

- Technical specification item number and description;
- Compliance with approved submittal;
- Proper storage of Materials and Equipment;
- Proper operation of all Equipment;
- Adherence to plans and technical specifications;
- Review of quality control tests; and
- Safety inspection.

10.1.2 *Daily Test Reports*. The Contractor shall be responsible for establishing a system which will record all quality control test results. Daily test reports shall document the following information:

- Technical specification item number and description;
- Test designation;
- Location;
- Date of test;
- Control requirements;
- Test results;
- Causes for rejection;
- Recommended remedial actions; and
- Retests.

Test results from each day's Work period shall be submitted to the Designated Representative prior to the start of the next day's Work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The daily test reports shall be signed by the responsible quality control technician and the Superintendent.

10.1.3 *Corrective Action*. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of Work contained in the technical specifications. The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of

control and the type of correction to be taken to regain process control. The requirements for corrective action shall be linked to the control charts.

10.1.4 *Additional Elements.* The Contractor shall add any additional elements to the Quality Control Program necessary to adequately control all production and/or construction process required by the Contract Documents.

10.1.5 *Designated Representative Oversight.* All items of Material, Fixtures and Equipment shall be subject to inspection by a Designated Representative at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of Materials, Fixtures, Equipment and Work in place shall be subject to surveillance by the Designated Representative at the site for the same purpose. Surveillance by the Designated Representative does not relieve the Contractor of performing quality control inspections of either on-site or off-site Contractor's or subcontractor's Work.

10.1.6 *Noncompliance.* The Designated Representative will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Designated Representative or his/her authorized representative to the Contractor or his/her authorized representative at the site of Work, shall be considered sufficient notice. In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the Contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Designated Representative, the Designated Representative may:

10.1.6.1 Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

10.1.6.2 Order the Contractor to stop operations until appropriate corrective actions is taken.

11. **Project Meetings.** In addition to the preconstruction conference meeting detailed in **Section 9.1**, Contractor shall participate in the meetings set forth in this Section.

11.1 **Project Progress Meetings.** Contractor shall participate in all Project progress meetings, as needed or as otherwise requested by SRTA to review, discuss and resolve matters relating to coordination, services, quality control, performance, payment and other matters arising under the Contract Documents. The Parties shall schedule all meetings at on-site at SRTA's offices unless the Parties mutually agree otherwise. Additional meetings shall be held as often as SRTA determines.

11.2 **Other Internal Project Meetings.** Contractor shall also participate in any other meetings as requested by SRTA and/or the Designated Representative. The Parties shall cause their respective representatives to be available at all reasonable times (generally, during regular business hours) for consultation with one another.

12. **Surveys, Permits, and Regulations.** Contractor shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. The Contractor must pay any municipal or county occupational licenses, taxes, or fees, if any. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work. If the Contractor observes that the drawings or specifications are at variance with any such laws, ordinances, rules or regulations, he shall promptly notify SRTA in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations without such notice to SRTA, he shall bear all costs arising therefrom. Nothing in this paragraph shall be construed to impose design responsibility on the Contractor except as noted in the Contract Documents.

13. **Construction Documents.** Contractor represents that it has reviewed, carefully examined, studied, and analyzed the Construction Documents. The Construction Documents shall include the items necessary for proper execution and full and final completion of the Work. The Contract Documents and Construction Documents are complementary, and what is required by one is as binding as if required by all. Performance by the Contractor is required to the extent consistent with and reasonably inferable from the Contract Documents as being necessary to produce the design intent as expressed in the Contract Documents. It is the Parties' intention that the Contract Documents and Construction Documents include all labor and Materials, Equipment, and transportation necessary for the proper execution of the Work. It is not intended, however, that Materials or Work not covered by or properly inferable from any heading, branch, class, or trade of the specifications shall be supplied unless noted on the drawings.

13.1 **Construction Document Conflicts.** The following general principles shall govern the settlement of disputes that may arise over conflicts in the Construction Documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-

scale drawings, the larger scale shall govern; (c) as between the Contract and the Specifications, the requirements of the Contract shall govern; (d) as between Plans and Specifications, the requirements of the Plans shall govern. Conflicts noted shall be reported in writing to the Designated Representative. The principles set forth herein shall not alter the provisions of **Section 3 (Incorporation and Priority of Contract Documents)**.

Calculated dimensions will govern over scaled dimensions.

The Contractor shall take no advantage of any apparent error or omission in the Construction Documents. In the event the Contractor discovers such an error or omission, Contractor shall immediately notify the Designated Representative. The Designated Representative will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Construction Documents.

13.2 **Ownership of Documentation.** The drawings, Specifications and other documents prepared pursuant to the Contract Documents, are the property of SRTA, whether or not the Project for which they are made commences or completes construction. Neither the Contractor nor any Contractor Parties shall own or claim a copyright in such drawings, Specifications, and other similar or related documents; SRTA shall retain all common law, statutory, and other intellectual property rights with respect thereto.

14. **Safety Precautions.** The Contractor shall be solely responsible for security against theft of and damage to all tools, Equipment and Fixtures of every kind and nature used in connection with the Work, regardless of by whom owned. The Contractor shall also be solely and completely responsible for the safety of all Persons and property in any way related to the Work and comply with the rules and regulations of OSHA and any other Governmental Entity responsible for safety of labor, the Work performed in, on or about the Project, and/or Work performed at any other Work site related to the Project. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance, or operations. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by Contractor's operations.

14.1 **Emergencies.** In an emergency affecting the safety of persons or property or the Work or of adjoining property, the Contractor shall take all precautions to prevent imminent damage, injury, or loss.

14.2 **Remedy Damages.** The Contractor shall promptly remedy damages and loss to any real or personal property caused by the Contractor or Contractor Parties at no additional cost to SRTA.

14.3 **Written Programs.** Contractor shall have written environmental, quality control, crisis/emergency management, health and safety programs in place with a designated and qualified coordinator as the point of contact during the Project. Such plans shall be on the Site and the superintendent, Contractor and Contractor Parties shall be familiar with and utilize such programs.

14.4 **Sanitary Conditions.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

14.5 **Incident and Damage Reporting Requirements.**

14.5.1 Notify the Designated Representative immediately by phone of any incident or accident that involves the Contractor while fulfilling this Contract.

14.5.2 Submit a written report to the Designated Representative within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers and the extent of injury and damages.

14.5.3 Employees shall carry business cards that have the name, address, and phone number of the Contractor upon request of individuals involved in an incident or accident.

14.5.4 If vegetation removal operations cause damage to roadside obstacles, damage to other existing vegetation that is meant to remain in place, or damage to private property (including ground disturbance), repair or replace the damaged item with a like item at the Contractor's expense. Contractor is responsible for any damage and subsequent repair and replacement that occurs off the Site, including damage to underground utilities.

14.5.5 The Contractor will be financially responsible for any repair or replacement cost (including material and labor costs) for any damaged drainage or appurtenant structures caused by the Contractor while performing the Work. Any expenses incurred by SRTA, directly or indirectly that are related to damages caused by the Contractor will be charged to the Contractor and deducted from monies due or to become due to the Contractor.

15. **Site Conditions.**

15.1 **Site Investigation.** Contractor has carefully and thoroughly visited and reviewed the Site conditions on and adjacent to where the Project is located. Contractor is satisfied as to all conditions that may affect cost, progress, performance or furnishing of the Work. Contractor agrees that the conditions at the

Project are sufficient and no changes need to be made for Contractor to perform completely and fully the Work as set forth in the Contract Documents. Contractor has taken into account local conditions and observed conditions that affect the Project, the Work, or the cost thereof; investigated the labor situation related to the Project; reviewed the required time of completion, and other relevant matters; and has taken these into consideration in submitting its bid. The apparent silence of any specification as to any detail, or the apparent omission of detailed description concerning any point, shall be interpreted to mean that only the best commercial practice is to prevail and only material and workmanship of the first quality may be used.

15.2 Differing Site Conditions. Contractor shall not proceed with performing Work or otherwise shall halt affected Work in progress upon discovering (a) subsurface or latent physical conditions at the Project site which differ materially from those indicated in the Construction Documents, or (b) unknown physical conditions at the Project site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract Documents or Construction Documents to the extent that such Work may impact, interfere with or otherwise hinder Contractor's performance or quality of the Work. Immediately upon discovering any of the conditions described in this Section but no later than two (2) Business Days after such discovery, Contractor shall immediately and in writing notify Designated Representative. SRTA shall investigate the site conditions promptly after receiving Contractor's notice. If the conditions do materially differ and as a direct result such materially changed conditions cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work, an equitable adjustment shall be made pursuant to this Section and the Contract shall be modified in writing accordingly. No request by the Contractor for an adjustment to the Contract price or for an extension of time under this clause shall be allowed, unless the Contractor had given the written notice required in this Section.

16. Inspection. All Materials and each part or detail of the Work shall be subject to inspection by SRTA to assess compliance with the Contract Documents and Construction Documents. SRTA or its Designated Representatives shall not review any Work in respect to safety. Designated Representatives will determine in the first instance all questions of any nature whatsoever arising out of, under, in connection with, or in any way related to or on account of, the Contract Documents or the construction methods. Decisions made by SRTA or its Designated Representative shall be binding, subject only to **Section 29 (Dispute Resolution)** of this Contract. SRTA or its Designated Representative shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation. If SRTA or its Designated Representative requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for under a Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense. Any Work done or Materials used without supervision or inspection by a Designated Representative may be ordered removed and replaced at the Contractor's expense unless SRTA's representative failed to inspect after having been given notice in writing at least 24 hours prior to the start of that Work. Should the Work include relocation, adjustment, or any other modification to existing facilities, not the property of the SRTA, authorized representatives of the owners of such facilities shall have the right to inspect such Work. Such inspection shall in no sense make any facility owner a party to the Contract, and shall in no way interfere with the rights of the parties to this Contract.

16.1 Inspection Does Not Relieve Contractor. SRTA shall, at all times, have the right to conduct the monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions set forth in the Contract Documents. Notwithstanding SRTA's rights in the preceding sentence, the Contractor is responsibility for furnishing all services, labor, supplies, and Materials for the entire Work in accordance with the Contract Documents. No provisions of this Section nor any inspection of the Work by SRTA or SRTA Designated Representatives shall in any way diminish, relieve, or alter said responsibility and undertaking of the Contractor. Neither shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any Work or Materials injured or done not in accordance with said Contract Documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of SRTA as set forth in the Contract Documents. Any and all Work that does not conform to the requirements of the Contract Documents and Construction Documents will be considered unacceptable.

16.2 Failure to Pass any Testing. If Contractor fails in whole or in part any test required by the Contract Documents, then SRTA shall withhold approval and any associated payments due until the completion of any and all corrective action and the successful completion of any and all retests, and in the event of any re-testing, Contractor shall pay for (a) the costs of SRTA employees to participate in and to attend each re-testing, (b) the consulting fees and the costs of SRTA consultants to participate in and to attend, and (c) all of Contractor's costs and fees. Contractor shall make payment to SRTA for these expenses within thirty (30) Days of Contractor's receipt of an invoice from SRTA listing such expenses.

16.3 Limitations on Contractor's Right to Rely. No review, comment, objection, rejection, approval, disapproval, acceptance, certification (including certificates of acceptance and Project Acceptance), concurrence, monitoring, testing, inspection, spot checking, auditing or other oversight by or on behalf of SRTA or SRTA Designated Representatives, and no lack thereof by SRTA, or their representatives or agents, shall constitute acceptance of Materials or Work or waiver of any legal or equitable right under the

Contract, at Law, or in equity. SRTA shall be entitled to remedies for unapproved deviations and nonconforming Work and to identify additional Work which must be done to bring the Work and Project into compliance with the requirements of the Contract Documents, regardless of whether previous review, comment, objection, rejection, approval, disapproval, acceptance, certification, concurrence, monitoring, testing, inspection, spot checking, auditing or other oversight were conducted or given by SRTA, or its Designated Representatives. Regardless of any such activity or failure to conduct any such activity by SRTA or Designated Representatives, Contractor at all times shall have an independent duty and obligation to fulfill the requirements of the Contract Documents. Any approval by SRTA shall not be deemed to relieve or otherwise waive any of the Contractor's obligations or requirements under the Contract Documents, unless the same is the subject matter of an Amendment, and in no case shall such approval or Amendment be deemed a waiver of any applicable rule, regulation or Law. Contractor agrees and acknowledges that any such activity or failure to conduct any such activity by SRTA or the Designated Representative:

- 16.3.1 is solely for the benefit and protection of SRTA;
- 16.3.2 does not relieve Contractor of its responsibility for the selection and the competent performance of all Contractor Parties;
- 16.3.3 does not create or impose upon SRTA any duty or obligation toward Contractor to cause it to fulfill the requirements of the Contract Documents;
- 16.3.4 shall not be deemed or construed as any kind of warranty, express or implied, by SRTA;
- 16.3.5 may not be relied upon by Contractor or used as evidence in determining whether Contractor has fulfilled the requirements of the Contract Documents; and
- 16.3.6 may not be asserted by Contractor against SRTA as a defense, legal or equitable, to, or as a waiver of or relief from, Contractor's obligation to fulfill the requirements of the Contract Documents.

16.4 Substantial Completion. The Work will not be completed until all Work provided for and contemplated by the Contract is found completed and accepted by SRTA in accordance with the Contract Documents so that SRTA and the public can safely occupy and utilize the Project for its intended use ("Substantial Completion"). The Work shall be complete except for Punch List items. Contractor shall provide written notice to SRTA when Contractor believes it has achieved Substantial Completion and request an inspection by SRTA. Within three (3) Business Days of SRTA's receipt of Contractor's written notice, SRTA will advise Contractor in a written notice of decision that it will perform the inspection or why SRTA does not believe the Project is ready for inspection. If the Project is not ready for inspection, Contractor will perform the Work needed before Contractor makes another written request for inspection to SRTA. If the Project is ready for inspection, SRTA will perform the inspection within five (5) Business Days of SRTA's notice of decision and notify the Contractor whether Contractor achieved Substantial Completion. SRTA's conclusion that Contractor achieved Substantial Completion, however, shall not preclude or stop SRTA from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall SRTA be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his obligations under the Contract. If all Work provided for and contemplated by the Contract is found completed to SRTA's satisfaction and all documents required in connection with the Project have been submitted by the Contractor to SRTA, SRTA will notify the Contractor that it has achieved Substantial Completion and provide the Contractor with a written Punch List that includes the necessary instructions for correction of Work. The Punch List will also include any remaining Work to be completed and any final reports and other documentation required to be submitted by the Contractor. The Contractor shall immediately comply with and execute such instructions.

16.4.1 *As-Built Documents.* Prior to Substantial Completion, the Contractor shall provide one complete set of Marked-Up Documents to SRTA. The Marked-Up Documents shall consist of the Construction Documents annotated and changed to reflect the as-built condition of the Project, including all Change Orders, field instructions, answers to ITB's, clarifications, sketches, delegated contractor design drawings and locations of utilities and other hidden elements.

16.4.2 *Copies to SRTA.* Upon SRTA's request, the Contractor shall furnish SRTA with copies of all Project related correspondence, letters of transmittal, etc.

16.5 Project Acceptance. Contractor shall provide written notice to SRTA when Contractor believes it has achieved Substantial Completion of the Work, including Punch List items, and request a final inspection by SRTA. Within three (3) Business Days of SRTA's receipt of Contractor's written notice, SRTA will advise Contractor in a written notice of decision that it will perform the inspection or why SRTA does not believe the Project is ready for a final inspection. If the Project is not ready for final inspection, Contractor will perform the Work needed before Contractor makes another written request for final inspection to SRTA. If the Project is ready for final inspection, SRTA will perform the final inspection within three (3) Business Days of SRTA's notice of decision. SRTA shall notify the Contractor in writing of Project Acceptance as of the date of the final inspection. If, however, the review discloses any Work, in whole or in part, as being unsatisfactory, SRTA will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection, provided the Work has

been satisfactorily completed. In such event, SRTA will notify the Contractor in writing of Project Acceptance as of the date of successful final inspection.

17. **Construction.**

17.1 **Materials.** The Contractor shall comply with sections 106 and 400 of the Standard Specifications.

17.2 **Maintenance.** The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate Equipment and forces so that the Work is maintained in satisfactory condition at all times. In the case of a contract for the placing of a course upon a course or Subgrade previously constructed, the Contractor shall maintain the previous course or Subgrade during all construction operations. All cost of maintenance Work during construction and before the project is accepted shall be included in the unit prices bid on the various Contract items, and the Contractor will not be paid an additional amount for such Work. Should the Contractor at any time fail to maintain the Work as set forth in this Section, the Designated Representative shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the condition that exists. Should the Contractor fail to respond to the Designated Representative's notification, the Designated Representative may suspend any Work necessary for SRTA to correct such unsatisfactory maintenance condition, depending on the condition that exists. Any maintenance cost incurred by SRTA, shall be deducted from monies due or to become due the Contractor.

17.3 **Clean Up.** The Contractor shall comply with section 104.07 of the Standard Specifications.

17.4 **Clean Up.** At all times, the Contractor shall keep the premises free from accumulations of waste material or rubbish caused by employees, Contractor Parties, or Work. Upon completion of the Work and before Project Acceptance and final payment will be made, the Contractor shall remove from the Site all machinery, Equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the Site in a neat and presentable condition. Material may not be cleared from the Site and deposited on adjacent property.

17.5 **Acceleration for failure to meet Schedule Requirements.** In the event the Contractor shall be delinquent in respect to achieving the dates established in the Schedule, Contractor shall, within seven (7) Days after receipt of written demand of SRTA, cause its employees and Contractor Parties to perform Work at an accelerated pace with hours and Days in addition to the normal working hours and working days, as necessary to promptly bring the Work into compliance with the Schedule. Fulfillment of this requirement as to overtime Work shall not relieve the Contractor from liability for breach of the covenant as to time. For account of recovery of lost time required of the Contractor for its breach of covenant as to time, the Contractor shall not be entitled to claim against SRTA any payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages.

18. **Defective Work.** All or part of any Work which does not conform to the requirements of the Contract Documents or the Construction Documents will be considered defective. Defective Work, whether the result of poor workmanship, use of defective Materials, damage through carelessness, or any other cause found to exist prior to the Project Acceptance, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of the Construction Documents or otherwise as directed by the Designated Representative. Work done contrary to the instructions of the Designated Representative, Work done beyond the lines shown on the Construction Documents, except as herein specified, or any work done without written permission, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Designated Representative made under the provisions of this subsection, the Designated Representative will have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed and to deduct the costs incurred by SRTA from any monies due or to become due the Contractor.

18.1 **Duty to Promptly Correct Work.** The Contractor shall promptly correct Work rejected by the SRTA or SRTA Designated Representatives or known by the Contractor to be defective, damaged, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not designed, fabricated, installed, or completed. The Contractor shall bear costs of correcting such rejected Work, including without limitation additional testing and inspections.

18.2 **Full and Complete Charge.** Notwithstanding the provisions of this Contract, and until Substantial Completion, the Contractor shall have full and complete charge and care of the Work or any portion thereof (including SRTA-furnished supplies, material, Equipment, or other items to be utilized or incorporated in the Work). After Substantial Completion is achieved, the Contractor shall remain in complete charge and care of the items remaining to be completed on the initial Punch list until all are accepted by SRTA on or before Project Acceptance.

- 18.3 Correcting the Work. The Contractor shall remove from the Project within the space of time designated in any notice provided by SRTA or SRTA Designated Representatives all Work determined by SRTA as falling to conform to the Contract Documents, whether incorporated in the Work or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to SRTA and shall bear the expense of making good all other Work destroyed by such removal or replacement. The Contractor shall supply any omitted Work and perform all unexecuted Work within the space of time fixed by the Designated Representative in any notices concerning nonconforming Work.
- 18.4 SRTA Remedies for Defective Work. If the Contractor does not make good a deficiency within two (2) Business Days of receipt of a notice of nonconforming Work, or where otherwise required by the situation, within a reasonable space of time fixed in a notice of nonconforming Work, SRTA may do any of the following:
- 18.4.1 If the Contractor should neglect to prosecute the Work properly or fail to correct non-compliant nonconforming Work or fail to perform any provision of the Contract Documents, SRTA, after three (3) Days' written notice to the Contractor, may without prejudice to any other remedy available at law or in equity (including remedies against the Contractor's surety), make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 18.4.2 The remedies stated in this Section are in addition to the remedies otherwise available to SRTA, do not exclude such other remedies, and are without prejudice to any other remedies. Time limits stated in notices of nonconforming Work are of the essence of the Contract. Unless otherwise agreed to by SRTA in writing, the making good of nonconforming Work shall physically commence at the Site in not more than two (2) Days after receipt of the notice of nonconforming Work, except that in case of emergency correction shall physically commence at the Site at once, and except that the Contractor shall in any event physically commence the correction at the Site early enough to complete within the space of time allowed in the notice of nonconforming Work. SRTA shall give prompt consideration to reasonable requests for delay in commencement of the making good of notices of nonconforming Work. The making good of nonconforming Work shall be completed within the space of time allowed in the notice of nonconforming Work unless the Contractor shall have requested from the Designated Representative an increase in the amount of time allowed and the Designated Representative shall have given notice to the Contractor in writing, with copy to SRTA, stating the additional amount of time, if any, allowed.
- 18.5 Notice of Correction from Contractor. The Contractor shall give prompt written notice to SRTA, upon completion of the correction of the nonconforming Work. In the absence of such notice, it shall be and is presumed under this Contract that there has been no correction, supplying remedy, or performance of unexecuted Work.
- 18.6 No Delay. Work requiring correction shall be corrected immediately and shall be carried out in such a way not to delay the completion of the Project. If it is not feasible to correct said Work immediately, the corrective Work shall be done on a schedule acceptable to SRTA.
- 18.7 Effect of Notice of Nonconforming Work. Notwithstanding anything contained in the Contract Documents to the contrary, in order to minimize delays in the completion of the Project, the Contractor shall continue working while responding to a notice of nonconforming Work and shall continue working while protesting any decision by the Designated Representative.
- 18.8 Deductions for Uncorrected Work. If the Designated Representative deem it inexpedient to correct Work damaged or done not in accordance with the Contract Documents, a deduction from the amount otherwise due Contractor shall be made. There is no duty on the part of SRTA, however, to accept any Work damaged or done not in accordance with the methods and Materials designated in the Contract Documents, nor does the Contractor have the right to demand that there shall be acceptance of Work injured or done not in accordance with the methods and Materials designated in the Contract Documents.
19. Payment Terms. Rates on the pricing sheets included as **Exhibit C** include taxes, benefits, ancillary costs, overhead, profit and any other monetary component.
- 19.1 General. For satisfactory performance of the Work, SRTA hereby agrees to compensate the Contractor in accordance with the prices set forth in Exhibit C (Pricing Schedules).
- 19.2 Retention. Work to be performed shall be subject to a retainage of ten percent (10%) of the invoiced and paid amount associated with any aspect of the Work. The retainage shall be paid upon Final Invoice (defined below in **Section 19.15 (Final Payment)**), less any amounts due SRTA pursuant to other sections of the Contract Documents. The Contractor shall not withhold retainage from a Contractor Party who is also a Disadvantage Business Enterprise.

- 19.3 Trust Funds. All payments made by SRTA to Contractor for the Work under the Contract Documents shall be held in trust by the Contractor for the purpose of paying its employees and Contractor Parties who provided any part of the Work.
- 19.4 Stored. If Contractor's invoice includes Materials delivered and suitably stored at the Site but not incorporated in the Work, Contractor shall, if required by SRTA or the Designated Representative, be conditional upon submission by the Contractor of Bills of Sale or such other procedure as will establish SRTA's title to such Material or otherwise adequately protect SRTA's interest. The Contractor is responsible for the existence, protection, and, if necessary, replacement of materials until execution of the Final Certificate of the Engineer. SRTA shall not pay for any Materials stored off-site.
- 19.5 Measurement. All Work completed under the Contract will be measured in accordance with sections 109.01 and 109.02 of the Standard Specifications.
- 19.6 Overpayment. In the event an overpayment is made to Contractor under this Contract, Contractor shall immediately refund to SRTA the full amount of any such erroneous payment or overpayment following Contractor's written notice of such erroneous payment or overpayment, as issued by SRTA. Except in the case of a good faith dispute, if Contractor fails to refund the erroneous payment or overpayment within a 30-Day period, SRTA shall be entitled to interest at one percent (1%) per month on the amount not repaid from the date of overpayment.
- 19.7 Reduction of Payment for Non-conforming Services. If any defined action, duty or service or part required by the Contract is not performed by the Contractor in accordance with the requirements of the Contract, the value of such action, duty or service or part thereof will be determined by SRTA and deducted from any invoice claiming such items for payment. If the action, duty or service or part thereof has been completed and is not in conformance with the Contract Documents, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the non-conforming Work) will be withheld by SRTA from any invoice until such time as the Work is corrected in accordance with the Contract Documents.
- 19.8 Withholding Payments. SRTA reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for Work not completed or not completed in accordance with the Contract Documents. Any and all such payment previously withheld shall be released and paid to Contractor promptly when the Work is subsequently performed in accordance with the Contract Documents.
- 19.9 Payment not Acceptance. Payment or use of any Work or portions thereof by SRTA shall not constitute an acceptance of any Work not performed in accordance with the Contract Documents nor shall payment waive any preceding or then-existing breach or default by the Contractor of any term, covenant or condition of the Contract Documents. Additionally, payment shall not extend or affect (a) the service of any notice, any dispute resolution procedures; (b) any time within which the Contractor is required to perform any obligation; or (c) any other notice or demand.
- 19.10 Net 30 Days. SRTA agrees to pay Contractor in accordance with its normal processes and procedures for all undisputed amounts within thirty (30) Days of receipt of a valid invoice, provided SRTA or SRTA Designated Representatives, as applicable, received, approved and/or issued an acceptance for the particular component of Work or phase of Work and/or Contractor successfully completed the Project Acceptance testing set forth in the ITB.
- 19.11 Invoicing. The Contractor shall deliver to SRTA an invoice on a monthly basis. Each invoice shall only include a request for payment for an item of Work that was completed, tested and accepted, as those requirements are set forth in the Contract Documents for such item, the previous month. The Contractor will submit an itemized billing, identifying the date and a description of the Fixtures delivered, the address to where the Fixtures was delivered, the documentation furnished or the labor and services rendered the previous month, the status of any on-going Work (i.e., the percent to completion of task or milestone), a detailed account or description of the Work performed during the time period to further or complete a component of Work, and notification if a component of the Work or milestone has been completed. Along with each invoice, the Contractor will provide any necessary backup documentation, certifications and test results, as required in the Contract Documents.
- 19.12 No Disruption of Work. Except as specifically set forth in **Section 20.3 (Delay and Extensions of Time)**, under no circumstances whatsoever, shall Work to be provided by the Contractor be withheld, disrupted or delayed due to non-payment by SRTA pursuant to any provision of **Section 19 (Payment Terms)** or for any other reason. Contractor's failure to comply with this Section shall be considered a Default as set forth in **Section 30.1.2**.
- 19.13 Right of Set Off. SRTA may retain or set off any amount owed to it by Contractor.
- 19.14 Full Compensation. All Work performed by the Contractor in meeting the requirements of the Contract Documents shall be paid as set forth above, which shall constitute full compensation for the Work, including but not limited to (a) the cost of all insurance and bond premiums, taxes, home office, job site and other overhead, and profit relating to Contractor's performance of its obligations under this

Contract; (b) the cost of performance of each and every portion of the Work (including all costs of all Work provided by subcontractors and suppliers); (c) the cost of obtaining all Governmental Approvals and all costs of compliance with and maintenance of such Governmental Approvals; (d) all risk of inflation, currency risk, interest and other costs of funds associated with the progress payment schedule for the Work as provided herein; and (e) payment of any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any Fixtures, Materials, supplies, documentation, labor or services included therein.

- 19.15 Final Payment. Final payment and retainage shall not be due to Contractor until Project Acceptance and each and every component of the Work is delivered to and accepted by SRTA and there are no outstanding claims against Contractor. Contractor shall submit a final invoice to SRTA within thirty (30) Days of the Project Acceptance ("Proposed Final Invoice"). All prior invoices and payments shall be subject to correction in the Proposed Final Invoice. SRTA will review Contractor's Proposed Final Invoice and respond with a written request for additional information or documentation, changes or corrections within sixty (60) Days of SRTA's receipt, accompanied by any claims, if applicable. Based on SRTA's response, Contractor shall submit a final invoice ("Final Invoice") incorporating any changes or corrections made by SRTA, together with any additional requested information or documentation. If SRTA agrees with all requests for compensation in the Final Invoice, SRTA will pay the entire sum found due within thirty (30) Days of its receipt. If SRTA disputes any amounts submitted for compensation, SRTA shall notify Contractor within a thirty (30) Day period, identifying those items in the Final Invoice that SRTA disputes, along with a written explanation of the basis of the dispute. If SRTA fails or refuses to act on a Final Invoice within the required time period, the amount submitted for compensation shall be deemed to have been accepted by SRTA on the last Day of the period within which SRTA was required to respond. The provisions of **Section 19.10 (Net 30 Days)** shall not apply to the provisions of this Section and the Final Invoice.
- 19.16 Firm Price. The prices for this Project, as set forth in **Exhibit C (Pricing Schedules)**, shall be firm until the Project Acceptance.
- 19.17 Lien Waivers. The Contractor will notify SRTA of any liens or levies against the Site of which it becomes aware. The Contractor shall cooperate with SRTA and shall secure the release of any liens or levies of which it becomes aware, either by providing a bond as may be allowed by Law or as otherwise agreed to by SRTA. Nevertheless neither the final payment nor any part of the retainage shall become due until the Contractor delivers to SRTA a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts supplied include all of the labor and Materials for which a lien could be filed. The Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to SRTA, to indemnify SRTA against any lien or claim. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to SRTA all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.
- 19.18 Omitted Work. SRTA may omit from the Work any Contract item. Such omission of Contract items shall not invalidate the Contract any other Contract provision or requirement. Should a Contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid pursuant to the terms of this Section for all Work performed toward completion of such item prior to the date of the order to omit such item and the Contract sum shall reflect the decrease, if any.
- 19.19 End of Fiscal Year. No later than the second Friday of July of each year, Contractor must submit to SRTA outstanding invoices or progress reports for Work successfully completed or supplied during the period of July 1st – June 30th of that year. Progress reports shall include a description of the Work that has been successfully completed or supplied and an estimated cost for the Work. Failure to adhere to this requirement may result in non-payment for the Work. SRTA reserves its right to dispute part or all of an invoice and to withhold payment for any Work that was not successfully completed or supplied.

20 Contract Changes.

- 20.1 Allowable Changes. Contract changes will only be allowed to address (1) variances in the original quantities tabulated pursuant to Offer Document #5 of the ITB, provided (i) the variances are not due to Contractor's act or omission to act (by way of example and not by limitation, if the quantity increases because Contractor's solution as set forth in the Contractor's Bid or thereafter does not meet the requirements of the Contract Documents, then any increase in quantity shall not be subject to a Change Order) and (ii) the actual variance of any line item must exceed the good faith estimate shown in Offer Document #5 of the ITB by more than 25%, up or down, (2) variances in the scope of Work where there is a different functionality beyond that contained in the Contract Documents and for which there is no appropriate pay item or category (the Parties understanding that such additional Work may be subject to a new competitive procurement if deemed by SRTA to be in its best interest), (3) a decrease in the scope of Work, regardless of whether there is an appropriate pay item or category, (4) the decision by SRTA to cancel or otherwise reduce the scope of the Project, and (5) an extension of time to the extent a delay is caused by events listed in **Section 20.3 (Delay and Extensions of Time)**. No change in or modification, termination or discharge of the Work or any component thereof, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by Designated Representative and Contractor. Notwithstanding any provision to the

contrary, Contractor shall perform at no additional cost to SRTA, all such additions, deletions and other revisions, the need for which arises from the actions or inactions of the Contractor or Contractor Parties.

20.2 Change Order. A Change Order shall consist of only such additions, deletions or other revisions to the Work as set forth in **Section 20.1**. An increase or a decrease in the amount due to Contractor, if any, pursuant to the Contract Documents for the Work included in a Change Order shall be as set forth in the Change Order. A Change Order may result in acceleration or deceleration of the Schedule for performance of both the Change Order and any other Work directly affected by the Change Order, as agreed upon in writing by the Contractor and SRTA, and included in the applicable Change Order. The execution by the Contractor of a Change Order shall be and operate as a release to SRTA and its Designated Representatives of all claims by the Contractor and Contractor Parties of all liability owing to the Contractor for all things done or furnished in connection with the Work described in the Change Order. The execution of any Change Order by SRTA shall not be an acceptance of any Work not in accordance with the Contract Documents, nor shall it relieve the Contractor of responsibility for faulty Materials or workmanship or operate to release the Contractor or his surety from any obligation arising under the Contract or the Performance Bond or Payment Bond.

20.2.1 *Change Order Proposal.* SRTA may initiate the Change Order procedure by a notice to the Contractor setting forth the proposed Change Order. Within ten (10) Business Days thereafter, the Contractor shall provide a detailed proposal which includes proposed prices and a proposed schedule for performance ("Change Order Proposal"). The Change Order Proposal may be accepted by SRTA or modified by negotiations between the Contractor and SRTA, whereupon a written Change Order, governed by the terms and conditions of this Contract, shall be executed by both Parties.

20.2.2 *Disputed Work.* If the Parties fail to reach agreement with respect to the Change Order Proposal, SRTA may nevertheless direct the Contractor to proceed with the Work included in the Change Order Proposal (which for purposes of **Section 20 (Contract Changes)** shall be hereinafter defined as "Disputed Work"). In the event of such Disputed Work, the Contractor shall be obligated to proceed immediately upon notice from SRTA to perform the Disputed Work and shall be compensated by SRTA in accordance with time, Materials and Equipment rates in **Exhibit C (Pricing Schedules)** of this Contract. If there are no applicable rates in **Exhibit C (Pricing Schedules)**, then SRTA shall pay Contractor for the actual cost to obtain such Equipment and/or labor at the rate charged Contractor plus a 9% markup. The Contractor shall furnish weekly status reports regarding Disputed Work, including such documentation as SRTA may require in order to support all costs of the Disputed Work. The Contractor agrees to maintain and furnish SRTA with time and Materials records that will substantiate the Contractor's costs for Disputed Work.

20.3 Delay and Extensions of Time. Subject to any limitations, claims submission requirements and other conditions set forth in the Contract Documents, and provided that no relief will be available to the extent that (i) the events are within Contractor's or Contractor Parties' control, or are due to any wrongful act, wrongful omission, negligent act or negligent omission, recklessness, willful misconduct, breach of Contract or Law or violation of a Governmental Approval of Contractor or any of the Contractor Parties; or (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 Contractor or Contractor Parties, SRTA will only grant an extension of time if the Contractor is delayed in the progress of the Work and the delay is the direct result of (1) a negligent act of SRTA or SRTA Designated Representatives, or (2) an event listed in **Section 42.4 (Time of the Essence/Force Majeure)**. If and when such event occurs, then the time of completion set forth in the Contractor's Schedule shall, unless otherwise agreed to in writing by the Parties, be extended equal to the time lost as a result of the delay. The Contractor expressly agrees that the Contractor's sole and exclusive remedy for delay shall be an extension of Contract time and that the Contractor shall not be entitled to any damages and shall make no demand for any damages. No such extension shall be made for delay occurring more than ten (10) Days before claim thereof is made in writing to SRTA. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the Contractor, within ten Days from the cessation of the delay, shall have given notice in writing to SRTA, with copy to SRTA, as to the amount of additional time claimed.

20.4 Minor Field Adjustments. If Contractor believes that a Minor Field Adjustment needs to be made, Contractor must provide a written request to, and receive prior written approval from, the Designated Representative before deviating from what the Contract Documents otherwise require.

21 Fixtures.

21.1 Fixtures. Contractor shall obtain in SRTA's name and SRTA shall own all of the Fixtures as required by the Contract Documents.

21.2 Bill of Sale. Any invoices furnished by Contractor to SRTA for Fixtures shall have an original and signed Bill of Sale in SRTA's name on a form substantially similar to that on Exhibit E (Bill of Sale) or other document reasonably acceptable to SRTA that fully evidences SRTA's ownership as required in the Contract Documents.

21.3 FOB Destination. Transportation of all Fixtures, supplies and any other item that must be transported so that Contractor may furnish the Work, shall be FOB Destination. Freight, handling, hazardous material charges, taxes, and distribution and installation charges shall be included in the total price of each item as set forth in **Exhibit C (Pricing Schedules)**. Any additional charges will not be honored for payment unless authorized in writing by SRTA. If a party other than Contractor ships Materials against this Contract, the shipper shall be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment. A complete packing list shall accompany each shipment.

21.4 Value Engineering Proposals.

21.4.1 *Applicability.* This Section applies to those cost reduction proposals and or any Work enhancement proposals initiated and developed by the Contractor or initiated by SRTA and developed by the Contractor for changing the Plans, Specifications, or other requirements of the Contract. These provisions do not apply unless the proposal submitted by the Contractor is specifically identified as being presented as a Value Engineering Proposal (VEP) and the Contract amount is in excess of \$50,000.

The cost-reduction proposals and or Work enhancement proposals contemplated are those discretionary changes which would require a Supplemental Agreement modifying the Contract and would produce a modified product or a savings to SRTA by providing less costly items or methods than those specified in the Contract without impairing essential functions and characteristics including, but not limited to: service life, reliability, economy of operations, ease of maintenance, and safety, both during and after construction. Proposals must provide a product comparable to the original design at a lower cost or improved quality, or both. No proposals will be accepted that lower the quality of the project. These provisions are applicable to the prime Contract and include all subcontracts.

21.4.2 *Documentation.* Value Engineering Proposals (VEP) will be processed in the same manner as prescribed for any other alterations of the Contract requiring a Supplemental Agreement.

As a minimum, the following information shall be submitted by the Contractor with each Value Engineering Proposal:

1. A description of the difference between the existing Contract requirement and the proposed change and the comparative advantages and disadvantages of each.
2. An itemization of the requirements of the Contract which must be changed and a recommendation of how to make such change (e.g., a suggested revision).
3. A detailed estimate of the cost of performing the work under the Contract and under the proposed change.
4. A prediction of any effects the proposed changes would have on other costs to SRTA, including cost of related items and costs of maintenance and operation.
5. A statement of the time showing the last date by which an agreement for adoption of the proposed changes must be executed in order to obtain the maximum cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. The dates of any previous or concurrent submissions of the Proposal, the Contract number(s) under which submitted, and the outcome or the result of the proposal in previous projects and any previous actions by SRTA, if known.
7. A life-cycle cost analysis.

If a VEP is similar to a change in the Plans or Specifications for the Project that is under consideration by SRTA at the time said VEP is submitted, or if such VEP is based upon or similar to Standard Specifications, Special Provisions, or Standard Plans adopted by GDOT and or SRTA after the advertisement of the Contract, the SRTA's Designated Representative will not accept such proposal and SRTA reserves the right to make such changes without compensation to the Contractor under the provisions of this Section.

Proposed changes in the basic design of a pavement type (e.g., rigid to flexible or vice versa) or pavement thickness will not be considered as an acceptable VEP. Proposed changes to base/subbase courses may be considered as an acceptable VEP. If design alternates are shown in the plans, SRTA will not consider a VEP substituting a design alternate on which the Contractor could have bid for one on which the Contractor has bid. SRTA reserves the right to reject any VEP submitted requiring additional Right-of-Way.

21.4.3 *Submission.* Value Engineering Proposals submitted by the Contractor will be processed as expeditiously as possible; however, SRTA will not be liable for any delay in acting upon proposals submitted. The Contractor may withdraw, wholly or in part, any VEP not accepted by SRTA within thirty (30) calendar days of the receipt date notification by the SRTA's Designated Representative.

21.4.4 *Acceptance.* The decision of the SRTA's Director of Engineering as to the acceptance or rejection of a VEP shall be final and shall not be subject to any claims for adjustments and disputes.

The SRTA's Director of Engineering may accept, in whole or in part, before work has been completed, any VEP submitted pursuant to this Subsection and not withdrawn by the Contractor by giving the Contractor written notice thereof reciting acceptance under this Subsection.

21.4.5 *Notification.* The Contractor will be notified in writing of the SRTA's decision or rejection of each VEP submitted under these provisions. If a proposal is accepted, the necessary Contract modifications will be affected by execution of a Supplemental Agreement. Unless and until a VEP is affected by such Supplemental Agreement, the Contractor shall remain obligated to perform The Work in accordance with the terms of the existing Contract.

Supplemental Agreements made as a result of this Subsection will state that they are made pursuant to it.

21.4.6 *Sharing.* In the event a VEP submitted by the Contractor under this Subsection is accepted, the Supplemental Agreement effecting the necessary modifications will establish the net savings agreed upon and will provide for an adjustment in Contract Prices that will divide the net savings between the Contractor and SRTA in accordance with the following provisions:

Division of net savings in Contract Price Adjustment:

- 50 percent of the net savings to the Contractor.
- 50 percent of the net savings to SRTA.

21.4.7 *Amendment.* SRTA reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the VEP. The Contractor's 50 percent of the net savings shall constitute the full compensation for effecting all changes pursuant to the agreement.

Development costs incurred by the Contractor and review costs incurred by SRTA shall not be considered in computing the net savings of the VEP.

Restrictions and Disclosures: Upon acceptance and implementation of any VEP, any restrictions imposed by the Contractor on its use or disclosure of the information submitted shall be void. SRTA shall thereafter have the right to use, duplicate, and disclose, in whole or in any part, all data necessary in the utilization of the proposal.

Any cost increase of the total bid price due to a SRTA's approved VEP will be treated as Amendment of the Contract.

22 **SRTA Suspension of Work.** The Contractor shall comply with section 108.06 of the Standard Specifications.

23 **Warranties.**

23.1 **Express Warranties.** In addition to any express or implied warranties provided by Law and in the ITB, Contractor hereby expressly represents and warrants the following:

23.1.1 *Accuracy of Responses.* All of Contractor's responses included in the Contractor's Bid are true and correct in each and every instance as of the time each document, respectively, was submitted to SRTA for review.

23.1.2 *Licenses.* The Contractor has and will maintain and keep in full force and effect during the Term of the Contract all required authority, licenses, certifications and permits, professional ability, skills and capacity necessary to perform the Work.

23.1.3 *Organization.* The Contractor and validly existing under the Laws of the State of _____, and has the requisite power and all required licenses to carry on its present and proposed activities in the State, and has full power, right and authority to execute and deliver this Contract and to perform each and all of the obligations of Contractor provided for herein. Contractor is duly qualified to do business, and is in good standing, in the State of Georgia.

23.1.3.1 Contractor covenants and agrees that it will maintain its existence and will remain in good standing in the State of Georgia throughout the during the Term of the Contract and will maintain its existence for as long thereafter as any obligations remain outstanding under this Contract. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

23.1.4 *Authorization by Contractor.* The execution, delivery and performance of the Contract has been duly authorized by all necessary corporate, partnership or limited liability company action (as the case may be) of Contractor; each person executing this Contract on behalf of Contractor has been duly authorized to execute and deliver it on behalf of Contractor; and this Contract has been duly executed and delivered by Contractor.

- 23.1.5 *Authorization of Signer.* The person signing this Contract on behalf of the Contractor has been duly authorized by Contractor to execute and deliver same.
- 23.1.6 *Valid Contract.* This Contract constitutes the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar Laws affecting the enforceability of the rights of creditors generally and general principles of equity.
- 23.1.7 *No Default.* Neither the execution and delivery by Contractor of this Contract, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments of Contractor, any approvals or Laws applicable to Contractor or any other material agreement to which Contractor is a party.
- 23.1.8 *No Proceeding.* There is no action, suit, proceeding, investigation or litigation pending and served on Contractor which challenges Contractor's authority to execute, deliver or perform, or the validity or enforceability of, this Contract or which challenges the authority of the Contractor official executing this Contract; and Contractor has disclosed to SRTA any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Contractor is aware.
- 23.1.9 *No Breach of Law.* Contractor is not in breach of any applicable Law that would have a material adverse effect on the operations of any Project or Contractor's ability to perform its obligations under this Contract.
- 23.1.10 *Real Party in Interest.* Contractor is the legal and valid holder of the interest attributed to Contractor under the Contract.
- 23.1.11 *Work/Labor.* Contractor represents and warrants that during the Term of the Contract all documentation, services and labor shall (1) conform to the performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, and functions required by the ITB, (2) the labor and services to be performed hereunder will be performed on time, and in a workmanlike manner, consistent with the highest level of care and skill exercised by other providers of similar labor and services under similar circumstances at the time the labor and services are provided.
- 23.1.12 *Cooperation.* Contractor represents and warrants that Contractor shall fully cooperate with SRTA, SRTA Designated Representatives, and any other governing authority, in furnishing all the Work required by the Contract.
- 23.1.13 *Post-completion Warranty.* The Contractor shall provide only Materials and install Fixtures with warranties that are transferable to SRTA. Upon Project completion, the Contractor shall transfer all warranties or guarantees normally furnished by the manufacturer to SRTA. All manufacturer warranties shall commence on the date of Project Acceptance and state that they are subject to transfer to SRTA.
- 23.1.14 *Compliance with Laws, Rules and Regulations.* Contractor represents and warrants that (1) the Work will not be in violation of any applicable Law, rule or regulation, and Contractor will obtain all permits and licenses required to comply with such Laws and regulations, (2) Contractor is registered with the Secretary of State and authorized to perform the Work in the State of Georgia, and (3) Contractor will comply in all respects with all other Laws, rules, regulations, ordinances of any governing authority that impact or relate in any way to the Project. Any changes to applicable Laws, rules, or regulations that are enacted after the Effective Date may be the subject of a Change Order only if a change to applicable Laws, rules, or regulations results in an actual and direct increase in cost to Contractor. In such an event, the increased cost shall reflect the unit prices set forth in **Exhibit C (Pricing Schedules)** of this Contract, and if the labor or material is not included in **Exhibit C (Pricing Schedules)** of this Contract, then the Change Order shall reflect an increase in price of Contractor's actual cost plus 9% markup.
- 23.1.15 *Timely Payments to Subcontractors.* Contractor warrants that it shall make timely payments for Work performed to any Contractor Party and Contractor shall indemnify, defend and hold harmless SRTA and the State for any breach of this warranty.
- 23.2 Third Party Warranties. Contractor shall assign to SRTA the manufacturers' or other third-party warranties not referenced above in this Section for any and all items of Work furnished to SRTA.
- 23.3 No-waiver. The Contractor, without prejudice to the terms of the Contract, shall be liable to SRTA for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards SRTA's rights under any warranty or guaranty. Neither any provision of this Contract nor any decision of SRTA shall relieve the Contractor of responsibility for faulty Materials, faulty workmanship, or omission of any Work. Any deviation in the Contract Documents that is evidenced by a Change Order signed by SRTA will constitute an acceptance by SRTA of such deviation from the applicable Contract requirement. Notwithstanding the preceding

sentence, such deviation will still need to pass acceptance or other testing as may otherwise be required in the Contract Documents.

- 23.4 Contractor duty to Remedy. Contractor shall, within the time periods designated in the Contract Documents, correct, remedy, replace, re-execute, supply omitted or defective Work and pay for any damage to other Work resulting therefrom, without expense to SRTA, including but not limited to shipping costs. If the ITB does not specify a warranty, then Contractor shall replace any defective item of Work, including Deliverables, furnished in breach of the Contract Documents, no later than five (5) Business Days after the date of SRTA's written notification thereof.
- 23.5 SRTA Cure. If the Contractor does not remove, make good the deficiency, correct, or remedy Defective Work, or supply any omitted Work within the time periods set forth under the Contract Documents, and if no time is set in the ITB then unless otherwise agreed to in writing by the Parties, within ten (10) Days, then SRTA may, after five (5) Days written notice to the Contractor, remove the Work, correct the Work, remedy the Work or supply omitted Work at the expense of the Contractor. If SRTA has not yet made payment to Contractor, then SRTA may deduct the cost thereof from any payment then or thereafter due and owing the Contractor. If final payment has been made to Contractor, then Contractor shall reimburse the cost to SRTA within thirty (30) Days of written demand therefore by SRTA. In case of emergency involving health, safety of property or safety of life, SRTA may proceed at once and without notice to Contractor and Contractor shall remain responsible for the cost thereof.
- 23.6 Defective Work Contractor Responsibility. Correction of defective Work or supplying of omitted Work whether or not covered by warranty of a manufacturer, Contractor Party, remains the primary, direct responsibility of the Contractor. Upon discovery of defective Work, Contractor shall be responsible to replace the defective Work at no additional cost to SRTA.
- 23.7 Other Remedies. The remedies stated in **Section 23 (Warranties)** are in addition to the remedies otherwise available to SRTA, do not exclude such other remedies, and are without prejudice to any other remedies at law or in equity.
- 24 **Risk of Loss.** Contractor shall have sole responsibility for risk of loss to Contractor and Contractor Party-owned facilities, Fixtures and other Work. Contractor shall have sole responsibility for risk of loss to the hardware, Fixtures, material and supplies set forth in **Section 21 (Fixtures)** of this Contract. Contractor shall assume the risk of loss for all Fixtures and Materials, until SRTA's Project Acceptance of the applicable Work, unless damage is the sole result of SRTA's gross negligence or willful misconduct.
- 25 **Environmental Considerations.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Contractor shall take the necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful Materials and to prevent pollution of the atmosphere from particulate and gaseous matter. In the event of conflict between federal, State or local laws, codes, ordinances, rules and regulations concerning pollution control, the most restrictive applicable ones shall apply.
- 25.1 Erosion Control Work. The Contractor shall comply with section 107.13.B of the Standard Specifications. In addition, when Contractor submits his progress report in accordance with Part 2, Section II of the ITB, Contractor shall also submit for acceptance of the Designated Representative, schedules for accomplishing temporary and permanent erosion control, as are applicable for clearing, grading, structures at watercourses, construction, and paving. All bituminous and Portland cement concrete proportioning plants shall meet State requirements.
- 25.2 Environmental, Pollution, Hazardous Materials and Archeological Specifications. The Contractor shall comply with sections 107.13, 107.22, 107.23 and all other environmental specifications of the Standard Specifications applicable to the Work unless more restrictive ones are specified by the Plans or Laws.
- 26 **Liquidated Damages.**
- 26.1 Time of the Essence. Time is an essential element of the Contract. SRTA will assess Liquidated Damages for Contractor's failure to meet Project milestones according to **Table 26.2** below.
- 26.2 Difficulty of Ascertaining Certain Damages. The amount of Liquidated Damages as set forth in **Table 26.2** below, is fixed and agreed to by and between the Contractor and SRTA because both Parties agree and acknowledge the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which SRTA will sustain by failure of the Contractor to failure to meet Project milestones, such as loss of revenue, service charges, interest charges, harm and inconvenience to the public, delays caused to other activities of SRTA by failure to perform this Contract, increase of inspection and administrative costs, harm to SRTA's reputation and other damages, some of which are indefinite and not susceptible of easy proof, said amounts were actively negotiated between the Parties, and are in each instance agreed by both Parties to be a reasonable estimate of the amount of damages which SRTA will sustain in each instance and said amount shall be deducted from any monies due or that may become due to the Contractor. Both Parties hereto acknowledge that any Liquidated Damages assessed by SRTA and paid by Contractor to SRTA shall limit and constitute Contractor's sole liability and SRTA's sole remedy with

respect to the milestones and the service levels for which Liquidated Damages are assessed as enumerated in **Table 26.2**.

Liquidated Damages as specified in **Table 26.2** that are assessed by SRTA will be deducted from any money due the Contractor, not as a penalty, but as a reasonable estimate of SRTA's damages; provided however, that due consideration shall be taken of any adjustment of the time for performance granted under the provisions of **Section 20.3 (Delay and Extensions of Time)**.

26.2.1 Unenforceability of Liquidated Damages. If any Liquidated Damages are found for any reason to be void, invalid or otherwise inoperative so as to disentitle SRTA from claiming all or part of the Liquidated Damages, then SRTA is entitled to claim against the Contractor damages at law or in equity for the Contractor's failure to complete or otherwise perform the Work as set forth in **Section 18 (Defective Work)** of the Contract.

Table 26.2

General Description of Milestone	Milestone Deadline	Liquidated Damages Amount
Substantial Completion Date	Substantial Completion Date as set forth in the Project Schedule approved by SRTA.	\$1,000.00 per day

26.3 No Waiver. Permitting the Contractor to continue and finish the Work or any part of the Work after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of SRTA under this Section or any of section of the Contract.

26.4 Deducted as Accrued. Liquidated Damages, may at SRTA's sole option, be deducted from periodic payments as they accrue, and such deduction shall be in addition to the retainage provided for in the Contract. The remaining balance of any Liquidated Damages shall be deducted from any payment due to the Contractor or its surety. If the unpaid balance of the Contract Sum is less than the total amount to be deducted for Liquidated Damages as herein above provided, the Contractor shall promptly pay to SRTA, upon SRTA's demand, the amount by which such sum exceeds the unpaid balance of the Contract Sum.

26.5 Contractor and Surety Jointly and Severally Liable. Notwithstanding any other provision to the contrary, the Contractor's and the Contractor's surety shall be jointly and severally liable for the Liquidated Damages assessed by SRTA pursuant to **Section 26 (Liquidated Damages)**. In the event the Contractor and/or the Contractor's surety litigates the validity of these liquidated damages provisions, the Contractor and the Contractor's surety, jointly and severally, shall also be liable for including, without limitation, legal fees, expert fees, professional fees, costs, other expenses and/or damages incurred by SRTA. In the event the Contractor and/or the Contractor's surety litigates the assessment of any Liquidated Damages by SRTA, the Contractor and the Contractor's surety, jointly and severally, shall also be liable for including, without limitation, legal fees, expert fees, professional fees, costs, other expenses and/or damages incurred by SRTA if the imposition of any Liquidated Damages are upheld.

27 Indemnification.

27.1 Contractor Liability for Contractor Parties, etc. The Contractor shall be responsible to SRTA for all injury or damage of any kind to person or to real or personal property resulting from any negligent act or omission to act, or breach, failure or other default by the Contractor, or its Contractor Parties.

27.2 Indemnification. Contractor hereby agrees to indemnify, defend and hold harmless SRTA, the State of Georgia and its departments, agencies, authorities and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees (a) due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Contract or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or (b) due to any breach of this Contract by the Contractor or Contractor Parties, (c) due to the application or violation of any pertinent Federal, State or local Law, rule or regulation or (d) due to the acts or omissions to act by Contractor or Contractor Parties. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the Contract and the dissolution or, to the extent allowed by Law, the bankruptcy of the Contractor. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Contractor agrees to reimburse the Funds for such monies paid out by the Funds.

- 27.3 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold SRTA harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted Materials, methods, or systems used by the Contractor.
- 27.4 Obligations not Mutually Exclusive. The Contractor's obligations under this Section are in addition to Contractor's obligations under **Section 32 (Insurance)**.
- 28 Limitation of Liability. SRTA shall not, under any circumstances, be liable for any incidental, consequential, special, punitive, exemplary or indirect damages, lost business profits or lost data arising out of this Contract, even if SRTA is informed of the possibility of such damages. SRTA's liability to Contractor, if any, shall be limited to direct damages and in such case, only to the extent of the amount SRTA has paid to or owes Contractor under this Contract for the twelve months immediately preceding Contractor's claim.
- 29 Dispute Resolution. In the event of any dispute whatsoever arising out of or relating to the Contract Documents, Construction Documents, the Work or the Project, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed to the Designated Representative or the Superintendent, as applicable. Within five (5) Days after the receipt of the notice by the recipient, the Designated Representative and the Superintendent shall meet in SRTA's offices to attempt to resolve the dispute. If the Designated Representative and the Superintendent cannot resolve the dispute then, within fourteen (14) Days after the date of written notice by either the Designated Representative or the Superintendent to the Executive Director of SRTA and the _____ of the Contractor, the Executive Director of SRTA and the _____ shall meet in SRTA's offices to attempt to resolve the dispute. If the Executive Director of SRTA and the _____ cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies as allowed under this Contract.
- 30 Default; Damages/Remedies.
- 30.1 Default. Subject to relief from its performance obligations pursuant to **Section 20.3 (Delay and Extensions of Time)** of this Contract, Contractor shall be in Default under this Contract upon the occurrence of any one or more of the following events or conditions:
- 30.1.1 the Contractor (a) fails to begin the applicable Work within fourteen (14) Days following issuance of NTP, (b) fails to satisfy all conditions to commencement of the applicable Work or (c) fails to commence such Work with diligence and continuity, by each deadline set forth in **Part 2, Section II** of the ITB;
- 30.1.2 the Contractor has withheld, disrupted or delayed Work due to non-payment by SRTA, except as provided in **Section 30.3 (SRTA Default)** of the Contract;
- 30.1.3 the Contractor has failed to deliver the Work on a timely basis;
- 30.1.4 the Contractor has assigned its rights and obligations under this Contract in violation of this Contract;
- 30.1.5 the Contractor has failed to provide "adequate assurances" within five (5) Days of SRTA's notice, when, in the opinion of SRTA, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform any of its obligations under this Contract;
- 30.1.6 the Contractor has failed to remedy defective Work in accordance with **Sections 18 (Defective Work)** or **23 (Warranties)** of this Contract;
- 30.1.7 the Contractor has failed to maintain bonds and insurance policies and coverages or fails to provide proof of bonds and insurance or copies of bonds and insurance policies, or fails to comply with any requirement of this Contract pertaining to the amount, terms or coverage of the same as required by **Sections 32 (Insurance)** and **33 (Bonds)** of this Contract;
- 30.1.8 the Contractor becomes insolvent or the Contractor has taken advantage of any insolvency statute or debtor/creditor Law or the Contractor's property or affairs have voluntarily been put in the hands of a receiver; or any case, proceeding or other action against the Contractor was commenced in bankruptcy, or seeking reorganization, liquidation or any relief under any bankruptcy, insolvency, reorganization, liquidation, dissolution or other similar act or Law of any jurisdiction;
- 30.1.9 the Contractor has failed to fully comply with the schedule or specific elements of, or actions required under any approved remedial plan furnished to SRTA pursuant to this Contract or otherwise;
- 30.1.10 the suspension or revocation of any license, permit, or registration necessary for the performance of the Contractor's obligations under this Contract;
- 30.1.11 the Contractor has suspended or failed to proceed with any properly authorized part of the Work;

- 30.1.12 the default in the performance or observance of any of the Contractor's other obligations under the Contract Documents;
- 30.1.13 any representation or covenant in the Contract Documents made by Contractor, or any certificate, schedule, report, instrument or other document delivered by or on behalf of Contractor to SRTA pursuant to the Contract Documents is materially false, materially misleading or materially inaccurate when made or omits material information when made; or
- 30.1.14 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) Contractor, (b) any member of Contractor with a material financial obligation owing to Contractor for equity or shareholder loan contributions, (c) any affiliate of Contractor for whom transfer of ownership would constitute a Change of Control, or (d) any Key Contractor whose Work is not completed.
- 30.2 SRTA Damages/Remedies. Upon the occurrence of a Default, SRTA may, in addition to and without prejudice to all other contractual remedies and/or remedies allowed at Law or in equity, proceed to take any or all of the following actions:
- 30.2.1 withhold any money then due and/or thereafter due to Contractor;
- 30.2.2 perform or cause to be performed for the account of Contractor any contractual covenant in the performance of which the Contractor is in default or make any payment for which the Contractor is in default. The Contractor shall pay to SRTA upon demand any amount paid or incurred by SRTA in the performance of such covenant. Any amounts which have been paid or incurred by reason of failure of the Contractor to comply with any covenant or provision of this Contract shall bear interest at the Default Rate, which shall be defined as the Prime Rate plus five percent (5%), but in no case higher than the highest rate permitted by Law, from the date of payment by SRTA until paid by the Contractor. Upon request, SRTA will provide reasonable documentation substantiating any claim for payment under this Subsection;
- 30.2.3 SRTA or SRTA Designated Representatives shall have the right to immediately take possession of any or all of the Materials, tools, technical specifications, drawings, Fixtures, supplies and property of every kind, provided, purchased, maintained, leased, owned, or rented by the Contractor, including but not limited to the Source Code, and the Fixtures and hardware either paid for by SRTA, used by Contractor to perform Work or otherwise stored by SRTA or at the Project site; make available any or all of the foregoing items to a third party provider and/or procure other Materials, plant, tools, Fixtures, and supplies and charge the Contractor therefor and the Contractor shall be liable to SRTA for the expense of said labor, Materials, plant, tools, Fixtures, supplies and property;
- 30.2.4 obtain the Work, or a portion thereof, from a third party under substantially similar terms of this Contract, and recover from Contractor all additional costs and expenses paid or incurred by SRTA as a result of the Default, plus all additional costs paid or incurred by SRTA to obtain the replacement Work;
- 30.2.5 terminate the Contract, in whole or in part; and
- 30.2.6 reduce the scope of Work.
- 30.3 SRTA Default. Subject to SRTA's exercise of its withholding rights and other remedies and rights under the Contract, if SRTA fails to pay Contractor undisputed invoices when due under the Contract and fails to make such payments within ninety (90) Days of receipt of written notice from Contractor of the failure to make such payments ("SRTA Default"), Contractor may, by giving written notice to SRTA, terminate this Contract as of a date specified in the notice of termination for SRTA Default. Contractor shall not have the right to terminate the Contract for SRTA's breach of the Contract except as specifically provided in this Section. In the event of termination of this Contract by Contractor for SRTA Default as provided in this Section, SRTA shall be liable only for payments required by the terms of this Contract for Work which has been performed satisfactorily according to the Contract Documents, any restocking fees actually and reasonably incurred by Contractor for any Work ordered but not used on the Project, and reasonable and actual wind down costs. SRTA prior to the effective date of termination, subject to SRTA's exercise of its rights and remedies under the Contract.

31 **Termination.**

- 31.1 Termination for Cause. Upon Default, SRTA may, in its sole discretion, terminate this Contract in whole or in part. Termination shall take effect on the date set forth in SRTA's notice to Contractor. Upon such termination SRTA shall not be required to pay Contractor any amounts for Work performed prior to the date of termination for which payment may be due and owing but not yet paid ("Remaining Payment"). In the event SRTA's expenses incurred or anticipated to be incurred as a result of Contractor's breach are

less than the Remaining Payment, SRTA shall remit such differential to the Contractor. In the event SRTA's expenses incurred or anticipated to be incurred as a result of Contractor's breach exceed the Remaining Payment, then Contractor shall within thirty (30) Days of written notice from SRTA, make payment of the differential to SRTA. In addition to the rights and remedies in this Section, SRTA shall have all other rights and remedies against Contractor which are available at Law or in equity.

- 31.2 Termination for Convenience. SRTA may terminate this Contract, in whole or in part, for convenience upon 30 Days written notice, which shall commence upon the date included in the notice. All Work, including Deliverables, shall at SRTA's option become the property of SRTA upon receipt of payment by Contractor for the amount owed for such item of Work. In the event of a termination for convenience, SRTA shall only pay the Contractor for Work performed through the termination date, any restocking fees actually and reasonably incurred by Contractor for any Work ordered but not used on the Project, and reasonable and actual wind down costs. SRTA will consider reimbursing the Contractor for actual cost of Mobilization (when not otherwise included in the Contract) including moving equipment to the Project site where the volume of the Work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices. However, the SRTA Designated Representative's decision as to whether to reimburse for Mobilization, and in what amount, shall be final. SRTA shall not be responsible for any other costs, fees and expenses of any nature whatsoever, including but not limited to administrative fees, legal fees, salary, or any other cost or expense, whether direct or indirect, whether foreseen or unforeseen. The Contractor acknowledges that the remedy set forth in this Section is the Contractor's sole and exclusive remedy against SRTA for termination for convenience and Contractor hereby waives all other rights and remedies it may have against SRTA for termination for convenience.
- 31.3 Pre-existing Liability. No termination of this Contract shall excuse either Party from any liability arising out of any default as provided in this Contract that occurred prior to termination.
- 31.4 Compliance with Contract. Both Parties shall comply with all of the terms and conditions of the Contract Documents, including but not limited to the provisions of **Section 35 (Cooperation, Transition of Deliverables, End of Contract Responsibilities)** of this Contract, in the event SRTA exercises any of its rights under this Section.
- 31.5 Termination Procedures and Duties. Upon expiration of the Term or earlier termination of this Contract for any reason, the provisions of this Section shall apply. Contractor shall timely comply with such provisions independently of, and without regard to, the timing for determining, adjusting, settling and paying any amounts due Contractor or SRTA on account of such termination.
- 31.5.1 Within three (3) Business Days after receipt of a notice of termination or upcoming expiration, as applicable, Contractor shall meet and confer with SRTA for the purpose of developing an interim transition plan for the orderly transition of Work, demobilization and transfer of the Project control to SRTA. The Parties shall use diligent efforts to complete preparation of the interim transition plan within a reasonable timeframe, taking into consideration SRTA's business needs. 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 SRTA in its good faith discretion and shall include and be consistent with the other provisions and procedures set forth in this Section, all of which procedures Contractor shall immediately follow, regardless of any delay in preparation or acceptance of the transition plan.
- 31.5.2 On the termination date, or as soon thereafter as is possible, Contractor shall relinquish and surrender full control and possession of the Project to SRTA, and shall cause all persons and entities claiming under or through Contractor to do likewise, in at least the condition required by the termination turnover requirements set forth in the transition plan. On the later of the termination date or the date Contractor relinquishes full control and possession, SRTA shall assume responsibility, at its expense, for the Project, subject to any rights to damages that SRTA has against Contractor where the termination is due to a Default.
- 31.5.3 Within thirty (30) Days after notice of termination is delivered, Contractor shall provide SRTA with true and complete list of all Materials, goods, machinery, Fixtures, parts, supplies and other property in inventory or storage (whether held by Contractor or any person or entity on behalf of or for the account of Contractor) for use in or respecting the Work or the Project, or on order or previously completed but not yet delivered from supplier(s) for use in or respecting the Work or the Project. In addition, on or about the termination date, Contractor shall transfer title and deliver to SRTA or SRTA's designee, through bills of sale or other documents of title, as directed by SRTA, all such Materials, goods, machinery, Fixtures, parts, supplies and other property, provided SRTA assumes in writing all of Contractor's obligations under any contracts relating to the foregoing that arise after the termination date.
- 31.5.4 Contractor shall take all action that may be necessary, or that SRTA may direct, for the protection and preservation of the Project, the Work and such Materials, goods, machinery, Fixtures, parts, supplies and other property.

- 31.5.5 On or about the termination date, Contractor shall execute and deliver to SRTA the following, together with an executed bill of sale or other written instrument, in form and substance acceptable to SRTA, acting reasonably, assigning and transferring to SRTA all of Contractor's right, title and interest in and to the following:
- 31.5.5.1 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;
 - 31.5.5.2 all books, records, reports, test reports, studies and other documents of a similar nature relating to the Work, the Project;
- 31.5.6 Contractor shall otherwise assist SRTA in such manner as SRTA 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 SRTA, and shall, if appropriate and if requested by SRTA, take all steps as may be necessary to enforce the provisions of Contractor's agreements with the Contractor Parties pertaining to the surrender of the Project.

32 **Insurance.**

- 32.1 **Insurance Certificates.** The Contractor shall procure the insurance coverages identified below at the Contractor's expense and shall furnish SRTA an insurance certificate listing SRTA as the certificate holder and an endorsement listing SRTA as an additional insured for the acts or omissions of Contractor or the Contractor Parties in relation to the commercial general liability and business automobile liability insurance. Such additional insured requirement may be met on a blanket additional insured basis. Evidence of insurance coverages shall be provided on the standard ACORD form acceptable to SRTA and the Georgia Office of the Insurance Commissioner. Should any of the policies described herein be cancelled before the expiration date thereof or revised in a material way, Contractor shall notify SRTA within seven (7) Days of Contractor's notice of such cancellation or change. The insurance certificate must provide the (a) name and address of authorized agent; (b) name and address of insured; (c) name of insurance company(ies); (d) description of policies; (e) policy number(s); (f) policy period(s); (g) limits of liability; (h) name and address of SRTA as certificate holder; (i) project Name and Number; (j) signature of authorized agent; and (k) telephone number of authorized agent.
- 32.2 **Insurer Qualifications, Insurance Requirements.** Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:
- 32.2.1 Contractor shall provide at least thirty (30) Days prior written notice of cancellation or nonrenewal to SRTA. Such notice shall be valid only as to the Project as shall have been designated by Project Number and Name in said notice. Contractor shall provide written notice of any material changes to the policy to SRTA within three (3) Business Days of Contractor's receipt of notice of any changes or proposed changes from the insurance company;
 - 32.2.2 the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds");
 - 32.2.3 each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The Contractor and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnities, in which case there will be mutual cooperation between the Attorney General and such counsel. See O.C.G.A. § 45-15-12;
 - 32.2.4 all deductibles shall be paid for by the Contractor; and
 - 32.2.5 self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$50,000.00.
- 32.3 **Required Insurance Coverages.** The Contractor also agrees to purchase insurance and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. § 50 21 37. The minimum required coverages and liability limits are as follows:
- 32.3.1 ***Workers' Compensation Insurance.*** The Contractor agrees to provide at a minimum Workers' Compensation coverage in accordance with the statutory limits as established by the General

Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims. The Contractor shall require all Subcontractors performing Work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all subcontractors performing Work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

32.3.2 *Employers' Liability Insurance.* The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

32.3.2.1 Bodily Injury by Accident \$2,000,000 each accident; and

32.3.2.2 Bodily Injury by Disease \$2,000,000 each employee.

The Contractor shall require all Subcontractors performing Work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all subcontractors performing Work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.

32.3.3 *Commercial General Liability Insurance.* The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must provide at a minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$ 2,000,000.00 per Occurrence
2. Products and Completed Operations	\$ 2,000,000.00 per Occurrence
3. Personal Injury	\$ 2,000,000.00 per Occurrence
4. Contractual	\$ 2,000,000.00 per Occurrence
5. General Aggregate	\$ 4,000,000.00

Additional Requirements for Commercial General Liability Insurance are shown below at **Section 32.3.6.**

32.3.4 *Commercial Business Automobile Liability Insurance.* The Contractor shall provide Commercial Business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

32.3.5 *Commercial Umbrella Liability Insurance.* The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

\$2,000,000 per Occurrence/\$10,000,000 Aggregate

32.3.6 *Additional Requirements.* The insurance provided in **Sections 32.3.3, 4, and 5** shall also meet the following additional requirements:

32.3.6.1 the policy shall name as additional insureds the officers, members, and employees of SRTA; and

32.3.6.2 the policy must be on an "occurrence" basis.

32.3.7 *Disposition of Insurance Documents.* One original certificate of insurance with all endorsements attached must be deposited with SRTA for each insurance policy required.

32.4 **Termination of Obligation to Insure.** Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the expiration or other termination of the Contract.

- 32.5 Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.
- 32.6 Ongoing Coverage. Contractor is responsible for tracking insurance coverages for itself and its subcontractors, for ensuring that coverages remain in force throughout the duration of the Contract, and for demonstrating to SRTA ongoing compliance with this **Section 32 (Insurance)**.
- 32.7 General. The Contractor's obligations under this **Section 32** are in addition to Contractor's obligations under **Section 27 (Indemnification) of this Contract**.
- 33 **Bonds.** The Contractor shall furnish the bonds required in this **Section 33**.
- 33.1 Payment and Performance Bond. The Contractor shall furnish both a performance bond and a payment bond in the exact form set forth in **Exhibit D (Bond Forms)**.
- 33.2 Required Qualifications for Surety. The surety and insurance companies must be acceptable to SRTA. Only those sureties listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570) are acceptable to SRTA. All bonds at the time of issuance must be issued by a company authorized by the Insurance Commissioner to transact the business of suretyship in the State of Georgia, and shall have a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger.
- 33.3 Penal Amount of Bonds, State Law. The provisions of O.C.G.A. §§ 13-10-2, 13-10-40 and 13-10-60, shall be deemed to govern the requirements of the performance and payment bonds required under this Contract. Therefore pursuant to O.C.G.A. §§ 13-10-2, 13-10-20, 13-10-40 and 13-10-60, the bonds must be in a penal amount equal to at least 100% of the Contract Sum plus any Change Orders, less maintenance fees for the hardware, software and network services. Accordingly, the Contractor warrants and agrees that, for any Change Order increasing the Contract Sum by five percent (5%) or more, it shall obtain a written amendment to each bond increasing the penal amount to 100% of the Contract Sum, effective as of the date of the Change Order. The premium increase, if any, may be properly included in the cost of the Change Order.
- 34 **Records Retention and Audit Rights.** In addition to audit obligations as set forth in the ITB, Contractor shall and shall cause each Contractor Party to maintain accurate books, records, documents and other evidence concerning Contractor's performance of Work under this Contract (hereinafter referred to as the "Records"). Contractor agrees to make available, at all reasonable times during which this Contract is in effect the Records for inspection or audit by any authorized representative of SRTA or the Georgia State Auditor. Within no more than five (5) Days after the termination of this Contract for any reason, copies of all Records shall be given by the Contractor to SRTA. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his or her duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims or exceptions have been disposed. Notwithstanding anything to the contrary stated in this provision, nothing in this Section shall obligate the Contractor to provide Contractor's internal cost data for review or for audit. SRTA shall also at all times during the Term of this Contract have the right to conduct the monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions set forth in the Contract Documents, including monitoring and auditing Contractor and its books and records to determine compliance with requirements of the Contract Documents and the approved Project Management Plan, including audit review of Design Documents, Plans, Construction Documents and other Submittals.
- 35 **Cooperation, Transition, End of Contract Responsibilities.**
- 35.1 Cooperation. In the event that SRTA enters into any agreement at any time with any other vendor(s) as allowed pursuant to **Section 42.20 (No Exclusivity)** of this Contract or for additional Work related to the Work, Contractor agrees to cooperate fully with such other vendors in order to facilitate the performance of Work by such other vendor(s) and/or provision of the Work by the Contractor and to refrain from any activity which would interfere with performance of Work by such other vendor(s) and/or provision of the Work by the Contractor.
- 35.2 Transition. Upon expiration or earlier termination of this Contract, Contractor shall accomplish a complete transition of the Work from Contractor to SRTA, or to any replacement provider designated by SRTA, and not cause through any act or omission of the Contractor or the Contractor Parties any interruption of, or adverse impact on the Work any component thereof or any other Work provided by third parties. Contractor shall cooperate fully with SRTA or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All Work related to such transition shall be performed at no additional cost.
- 35.3 End of Contract. The Contractor shall perform the end of Contract responsibilities as specified in the Contract Documents or as otherwise directed by SRTA.
- 35.4 Failure to Comply. The Parties acknowledge and understand that Contractor's failure to comply with the terms and conditions as stated in this **Section 35** may adversely affect SRTA and result in monetary loss to SRTA. SRTA shall assess, audit, and certify to the Contractor monetary losses resulting from the

Contractor's failure to comply with the provisions of this **Section 35**. SRTA's reasonable determination as to the amount of the monetary loss suffered shall be conclusive and, unless an action is brought by Contractor in a court of law pursuant to **Section 42.6 (Governing Law and Venue)** of this Contract within forty-five (45) Days of SRTA's determination of monetary loss and SRTA's determination is deemed unreasonable by such court, Contractor shall compensate SRTA for any undisputed loss within thirty (30) Days of such a determination by SRTA or by the court of competent jurisdiction, as applicable.

36 **Utilities.** Pending the extension and connection of permanent water, permanent gas, permanent sewer taps, and permanent electric power, the Contractor shall obtain temporary water, temporary gas, temporary electric power, and provide sewage disposal at his own expense. In the absence of provisions to the contrary, the Contractor shall pay for all utilities services until Project Acceptance has been achieved. The Contractor shall comply with sections 105.06 and 107.21 of the Standard Specifications.

37 **Disruption to Residential/Commercial Property.** The Contractor shall comply with section 107.13 and 107.25 of the Standard Specifications.

38 **Subcontracting and Assignment.** With regard to subcontracting and assignment, the Contractor shall comply with section 108.01 of the Standard Specifications.

38.1 **Subcontracting.** SRTA shall have the right to require the Contractor to remove a subcontractor and/or supplier of Contractor from performing under this Contract, if in SRTA's reasonable opinion, such subcontractor and/or supplier:

38.1.1 is not performing its portion of the Work satisfactorily;

38.1.2 is failing to cooperate as required in the Contract Documents;

38.1.3 is posing a security risk to the Project or to SRTA's business; or

38.1.4 is otherwise breaching a term of the Contract Documents that is applicable to that portion of the Work being performed by the subcontractor and/or supplier.

In the event of such removal, Contractor will replace the Contractor Party with a suitable replacement within a reasonable time specified by SRTA.

38.2 **Failure to Comply.** Any assignments or subcontracts made in violation of this **Section 38** shall be null and void.

39 **Relationship of the Parties.** Each Party, in the performance of this Contract, shall be acting in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other Party. The employees, agents, partners or contractors of one Party shall not be deemed or construed to be the employees, agents, partners or contractors of the other Party for any purposes. Neither Party shall assume any liability of any type on behalf of the other Party or any of such other Party's employees, agents, partners or contractors. The Parties expressly understand and agree that Contractor is an independent Contractor of SRTA in all manner and respect and that neither Party to this Contract is authorized to bind the other Party to any liability or obligation or to represent in any way that it has such authority. Contractor shall be solely responsible for all payments to its subcontractors, agents, consultants, suppliers, employees, partners or any other parties with which it does business including, but not limited to, paying all benefits, taxes and insurance, including workmen's compensation insurance, for its employees.

39.1 **Joint Venture/Partnership.** If Contractor is a joint venture or partnership then each member of the joint venture or partnership shall be jointly and severally liable to SRTA and to the State for any and all obligations, responsibilities, liabilities, damages, Liquidated Damages, warranties or otherwise arising under the Contract Documents.

40 **Conflicts of Interest.** The Contractor represents and warrants that it, its principals, its employees, and all others in close association with it, have no conflict of interest or of time, directly or indirectly, that would prevent timely performance of the Work or the performance of Work in a manner that is free of appearance or fact of impropriety. The Contractor promises not to allow such conflict to arise and promises to disclose such a conflict in the event that, nevertheless, one develops.

41 **Exhibits.** The following Exhibits are attached hereto and incorporated into the Contract Documents:

Exhibit A- Definitions

Exhibit B- FTA Clauses

Exhibit C- Pricing Schedule

Exhibit D- Bond Forms

Exhibit E- Bill of Sale

Exhibit F- Davis Bacon Wages – _____

42 **Miscellaneous Provisions.**

42.1 Compliance with Laws. The Contractor shall perform its obligations hereunder, and shall ensure that all of its subcontractors perform their obligations, in accordance with all applicable federal, State, and local government Laws, rules, regulations, orders and approvals, including but not limited to procedures and requirements relating to labor standards, compliance with Americans with Disabilities Act, anti-solicitation Laws, O.C.G.A. § 50-5-82, O.C.G.A. § 13-10-91, and auditing and reporting provisions, now or hereafter in effect, and any rules required by any federal grant funding payment by SRTA. Any changes to applicable Laws, rules, or regulations that are enacted after contract award may be the subject of a Change Order only if a change to applicable Laws, rules, or regulations results in an actual and direct increase in cost to Contractor to comply with such changes. In such an event, the increased cost shall reflect the unit prices set forth in the Contractor's Price Proposal included in the Contractor's Bid, and if the labor or material is not included in the Contractor's Price Proposal, then the Change Order shall only reflect an increase in price of Contractor's actual cost.

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

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

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

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

42.2.1.1 Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

42.2.1.2 Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVtODDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

42.2.1.3 Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

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

42.2.2.1 Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

42.2.2.2 Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVtODDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

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

42.3 Parties Bound. This Contract will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

42.4 Time of the Essence/Force Majeure. Time is of the Essence for this Contract. However, neither Party shall be liable to the other Party for any delay or failure of performance due to the occurrence of a Force Majeure Event. Contractor's exclusive remedies for Force Majeure are set forth in **Section 20.3 (Delay and Extensions of Time)** of this Contract.

42.5 Trading with State Employees. The Contractor warrants that the provisions of O.C.G.A. §§ 45-10-20 et seq. have not and will not be violated during the Term or any Renewal Term of this Contract.

42.6 Governing Law and Venue.

42.6.1 *Governing Law.* This Contract is a Georgia agreement made under the Laws of the State of Georgia. It will be enforced according to Georgia Law without regard to its conflict of Laws rules or any other rules directing referral to foreign Law or forums.

42.6.2 *Venue.* Any action arising out of or related to this Contract in any way shall be brought exclusively in the Superior Court of Fulton County, Georgia, and each Party hereby consents to the jurisdiction and venue of such Court and the appropriate appellate courts therefrom in any such action and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum.

42.7 Notices. All notices, notifications, requests, approvals, or other communications (excluding Invoices) required by or otherwise related to the Contract Documents shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices may also be sent by email or facsimile transmission provided that the recipient acknowledges receipt of the notice, notification, request, approval, or other communication, as applicable. Invoices shall be sent by U.S. Mail, postage prepaid, to the attention of Accounts Payable at SRTA's address set forth below. 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. Any technical communications pertaining to the Work shall be conducted between Superintendent and Designated Representative.

For SRTA:

Att: Executive Director
245 Peachtree Center Avenue, Suite 2200
Atlanta, Georgia 30303
Phone: (404) 893-6111
Email: ctomlinson@srta.ga.gov

For the Contractor:

Att: _____

With a copy to:

General Counsel _____

42.8 Taxes. The Contractor will pay, prior to delinquency, all taxes lawfully imposed upon it that may arise with respect to this Contract.

42.9 Publicity. Contractor shall not issue a press release or otherwise publicize the Work or this Contract without the prior written permission of SRTA's Chief Communications Officer.

42.10 Drug-Free Workplace. Contractor hereby certifies that (a) a drug free workplace will be provided for the Contractor's employees during the performance of this Contract, and (b) it will secure from any subcontractor hired to Work in a drug free workplace 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." Contractor may be suspended, terminated, or debarred if it is determined that (a) the Contractor has made false certification hereinabove, or (b) the Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

42.11 Remedies Cumulative. With the exception of Liquidated Damages, the rights and remedies of SRTA under this Contract are cumulative of one another and with those otherwise provided by Law or in equity.

- 42.12 Integration of the Contract Documents. SRTA and Contractor agree and expressly intend that, subject to **Section 42.14 (Severability)** of this Contract, this Contract, and the other Contract Documents constitute a single, non-severable, integrated agreement whose terms are interdependent and non-divisible.
- 42.13 Waiver. No waiver of any term, covenant or condition of the Contract Documents shall be valid unless in writing and signed by the obligee Party. The exercise by a Party of any right or remedy provided under the Contract Documents shall not waive or preclude any other or further exercise thereof or the exercise of any other right or remedy as such right or remedy is specifically allowed under this Contract. No waiver by any Party of any right or remedy under the Contract Documents shall be deemed to be a waiver of any other or subsequent right or remedy under the Contract 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. Except as provided otherwise in the Contract Documents, no act, delay or omission done 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 the Contract Documents. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract 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.
- 42.14 Severability. The invalidity or unenforceability of any clause, provision, section or part of the Contract Documents shall not affect the validity or enforceability of the balance of the Contract Documents, which shall be construed and enforced as if the Contract Documents did not contain such invalid or unenforceable clause, provision, section or part.
- 42.15 No Third-Party Beneficiaries. Nothing contained in the Contract Documents 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 the Contract Documents.
- 42.16 Headings. The captions in this Contract are solely for convenience and will not affect the interpretation of any terms of this Contract.
- 42.17 Counterparts. The Parties may execute this Contract in counterparts.
- 42.18 Construction of Contract. In the event this Contract must be interpreted by a court of competent jurisdiction as set forth in **Section 42.6 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Contract that will not be construed against one Party over the other because such Party drafted the Contract.
- 42.19 Survival. In addition to those provisions, which by their terms would naturally survive termination of the Contract, **Sections 4 (Contractor's General Responsibilities), 13 (Construction Documents), 14 (Safety Precautions), 15 (Site Conditions), 16 (Inspection), 18 (Defective Work), 19 (Payment Terms), 23 (Warranties), 24 (Risk of Loss), 25 (Environmental Considerations), 26 (Liquidated Damages), 27 (Indemnification), 28 (Limitation of Liability), 29 (Dispute Resolution), 30 (Default; Damages/Remedies), 31 (Termination), 32 (Insurance), 33 (Bonds), 34 (Records Retention and Audit Rights), 35 (Cooperation, Transition, End of Contract Responsibilities), 38 (Subcontracting and Assignment) and 42 (Miscellaneous Provisions)** of this Contract shall survive the termination for whatever reason of this Contract.
- 42.20 No Exclusivity. This is a non-exclusive Contract. This Contract in no way precludes SRTA from obtaining like goods or services from other suppliers at any time. Such determination by SRTA shall be made at the sole discretion of SRTA and shall be conclusive. Such determination shall only be made when it is deemed to be in the best interest of SRTA or the State to do so.
- 42.21 Entire Contract; Amendment. This Contract contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. SRTA shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document prepared by the Contractor which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. No Amendment to this Contract shall be valid unless made in writing and signed by both Parties.
- 42.22 Registered Lobbyists. Contractor represents and warrants that the Contractor and its lobbyists, if any, are in compliance with the Lobbyist Registration Requirements in accordance with the Georgia Vendor Manual, which is incorporated herein by reference.
- 42.23 Replacement of Terms in the Specifications. Whenever the terms "Department" and "Engineer" are used within the Standard Specifications and Supplemental Specifications, the terms "SRTA" and "SRTA's Designated Representative" respectively, will replace those terms for purposes of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed, sealed and delivered as of the Effective Date.

State Road and Tollway Authority

_____ (SEAL)

By: _____
Christopher S. Tomlinson
Executive Director

By: _____
Name
Title

Attest: _____
Name
Title

By: _____
Name
Title

EXHIBIT A
Definitions

Amendment shall mean a document that is properly signed by both Parties that changes the terms and conditions of this Contract.

Business Day means Monday through Friday excluding State-recognized holidays.

Change Order means a written approval by SRTA, counter-signed by Contractor, which shall set forth any adjustments to the Contract Sum and/or the Contract time as further described in **Section 20.2 (Change Order)** of the Contract.

Construction Documents mean those documents set forth in the ITB as **Attachments 1** (Construction Plan), **2** (GDOT Standard Specifications and GDOT Supplemental Specifications) and all drawings, plans, material and hardware descriptions, construction quality control reports, construction quality assurance reports and samples necessary or desirable for construction of the Project, in accordance with the ITB.

Contract means this Construction Contract between SRTA and Contractor.

Contract Documents shall have the meaning assigned to it in **Section 3 (Priority of Contract Documents)** of the Contract.

Contract Sum means the total amount due to the Contractor under the terms of the Contract.

Contractor shall have the meaning assigned to it in the Recitals.

Contractor Party(ies) means the Contractor's agents, employees, independent contractors, assigns, contractors, subcontractors, suppliers, or any other entity or Person with whom Contractor entered into an agreement to perform services or supply Materials and/or Fixtures or any other item of Work required of Contractor under the Contract Documents.

Contractor's Bid means the bid submitted by the Contractor in response to the ITB.

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 Schedule milestone deadlines. This is the longest duration path through the Work plan, in terms of time, of logically connected activities on the Schedule ending with the relative Schedule milestone deadlines in respect thereof.

Day(s) shall mean calendar days unless otherwise specified in the Contract as a Business Day.

Default shall consist of those events and conditions listed in **Section 30.1 (Default)** of the Contract.

Designated Representative(s) shall mean the individual(s), consultant, partnership, firm, or corporation authorized by SRTA to represent SRTA's interests in the Project.

Disputed Work shall have the meaning assigned to it in **Section 20.2.2 (Disputed Work)** of the Contract.

Equipment means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the Work.

Fixtures means any hardware, supplies, items, and/or physical property that is permanently attached to real property.

FTA. The Federal Transit Administration of the U.S. Department of Transportation. When used to designate a person, FTA shall mean the Administrator or his duly authorized representative.

Force Majeure Event means the occurrence of any of the following events that materially and adversely affects performance of Contractor'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 Contractor (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 the Contractor's ability to obtain materials, Fixtures or labor for the Project.

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(ies) 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 SRTA.

GDOT means the Georgia Department of Transportation.

Wherever the word **“including” “includes” or “include”** is used in this Contract, it shall be deemed to be followed by the words **“without limitation.”**

Intention of Terms. Whenever, in these Specifications or on the Plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Designated Representative is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Designated Representative, subject in each case to the final determination of SRTA.

Invitation to Bid (ITB) means the SRTA Solicitation No. 19-132 and any addenda thereto and any documents referenced therein.

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 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 but excluding Governmental Approvals.

Liquidated Damages means the damages assessed by SRTA and payable by Contractor to SRTA for failure to meet the Project milestones as set forth under **Section 26 (Liquidated Damages)** of the Contract.

Lump Sum means when used as an item of payment will mean complete payment for the Work described in the Contract.

Material(s). Any substance specified for use in the construction of the Contract Work.

Minor Field Adjustment shall mean deviations from the Material(s) quantities provided in ITB that do not result in an increase in cost to SRTA as well as deviations SRTA approved deviations from the construction schedule that do not result in an extension of the Final Completion date.

Mobilization means preparatory Work and operations to mobilize for beginning Work on the project. Mobilization shall include, but not be limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, utilities, safety equipment, including barriers, and first aid supplies, sanitary and other facilities, as required by these specifications and State and local laws and regulations. The costs of bonds and any required insurance and any other pre-construction expense necessary for the start of the Work, excluding the cost of construction materials, may also be included in Mobilization.

Notice to Proceed means a written notice to the Contractor to begin the actual Contract Work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the Contract time begins.

O.C.G.A. means the Official Code of Georgia Annotated.

Park & Ride means the Xpress _____ Park & Ride lot located at _____ in _____ County.

Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization, Governmental Entity, or SRTA.

Plans. The official drawings or exact reproductions which show the location, character, dimensions and details of the Park & Ride and the Work to be done and which are to be considered as a part of the Contract, supplementary to the Specifications.

Progress Schedule Chart (PSC) means the GDOT maintained form that depicts the project critical path schedule as the basis for establishing the controlling items of work and as a check of the progress of the Work. A template can be accessed here: <http://www.dot.ga.gov/PartnerSmart/Business/Forms/PROGRESS%20%20SCHEDULE%20%20CHART3.doc>

Project. The scope of Work for accomplishing specific construction, development, and maintenance Work, as specified in the Contract Documents and Construction Documents.

Project Acceptance means successful completion of all tests described in Part 2, Section V of the ITB, closure of all punch-list items, completion and submission of all required documents and meeting of other conditions as specified in the Contract Documents as acknowledged in writing by SRTA.

Project Acceptance Date means the date by which Project Acceptance is achieved which is set forth in the Schedule.

Project Management Plan (PMP) means the document that describes the system of management, staff, and measurable controls that will be utilized to meet the specifications of this ITB and will enable SRTA to monitor the progress and quality of the Work performed on the Project(s). The PMP will include all aspects of change management, communications

management, configuration management, human resources management, requirements management and will incorporate the quality management plan, risk management plan, and cost, Schedule and scope baselines.

Punch List means an itemized list of Construction Work that remains to be completed following Substantial Completion but as a condition to Project 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.

Quality Control Program shall have the meaning ascribed to that term in **Section 9.2.4** of this Contract.

Schedule means the Contractor's Schedule approved in writing by SRTA, as may be adjusted pursuant to a Change Order, including on account of any permissible extensions of time pursuant to **Section 20.3 (Delay and Extensions of Time) of this Contract**.

Site means the physical boundaries on which the Project is located.

Special Provisions means additions or revisions by GDOT to the Standard Specifications or Supplemental Specifications, as applicable to the Project.

SRTA Default shall have the meaning ascribed to that term in **Section 30.3** of this Contract.

Standard Specifications means a publication titled: "Department of Transportation, State Of Georgia Standard Specifications, Construction Of Transportation Systems" which can be found at <http://www.dot.ga.gov/PartnerSmart/Business/Source/specs/DOT2013.pdf>

Substantial Completion shall have the meaning ascribed to it in **Section 16.4 of the Contract**.

Supplemental Specifications means the GDOT approved additions to or revisions of the Standard Specifications, which can be found at http://www.dot.ga.gov/PartnerSmart/Business/Source/special_provisions/2016%20Supplemental%20Specifications/2016SupplementalSpecBook.pdf.

State means the State of Georgia.

Subcontractor means any individual, partnership or corporation supplying the Contractor with labor, materials, and supplies, used directly or indirectly by the said Contractor or subcontractor in the prosecution of the Work.

Superintendent means the individual designated by the Contractor and approved in writing by SRTA in the position to take full responsibility for the prosecution of the Work, who is present on the Work during progress, authorized to receive and fulfill instructions from the Designated Representative, and will act as a single point of contact on all matters on behalf of Contractor as described in the approved Project Management Plan.

Supplemental Agreement means a written agreement entered into by and between SRTA and the Contractor covering modifications or alterations to the original Contract, and establishing any necessary new Contract Items, any other basis of payment, and any time adjustments for the Work affected by the changes. This Agreement becomes a part of the Contract when properly executed and approved.

Work shall mean without limitation all plant, labor, materials, equipment, systems, taxes, services and other facilities, installation, testing, operations and maintenance and other things necessary or proper for or incidental to the carrying out and completion of the terms of the Contract Documents.

Work Breakdown Structure (WBS) means a chart that depicts all the Project deliverables that Contractor must complete, which is organized into multiple levels and displayed graphically.

EXHIBIT B
MANDATORY FTA CLAUSES

1. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.

- 1.1 SRTA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to SRTA, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.
- 1.2 Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

- 2.1 Contractor acknowledges that the provisions of the Project Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Project Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of the underlying Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Project Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- 2.2 Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under SRTA of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- 2.3 Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS.

- 3.1 Contractor agrees to provide to SRTA, Georgia Office of Treasury and Fiscal Services, U.S. Secretary of Transportation, and the Comptroller General of the United States or their duly authorized representatives, access to all contract records, including those required by 49 U.S.C. § 5325(g), for the purpose of examining, auditing, and copying them. Contractor further agrees to require and assures that its subcontractors shall provide sufficient access to procurement records as needed for compliance with State and Federal laws and regulations or to assure proper project management as determined by FTA.
- 3.2 During the course of the Services and for three (3) years thereafter from the date of final payment, Contractor agrees to maintain intact and readily accessible all data, books, documents, reports, records, sub-agreements, leases, third party contracts, and supporting materials related to the Services as the State and Federal governments may require.

4. FEDERAL CHANGES. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Contract between Purchaser (SRTA) and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

5. CIVIL RIGHTS.

- 5.1 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 5.2 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Agreement:
- 5.2.1 *Race, Color, Creed, National Origin, Sex* - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Agreement. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5.2.2 *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5.2.3 *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

5.3 Subcontracts. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. DISADVANTAGED BUSINESS ENTERPRISES (DBE).

6.1 This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. SRTA's overall goal for DBE participation in federally funded contracts awarded during FFY'18-FFY'20 (October 1, 2018 and September 30, 2020) is 8%. SRTA has not established a separate DBE goal for this Project.

6.2 Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SRTA deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

6.3 During the term of this contract, the CONTRACTOR will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under the contract, and that the CONTRACTOR meets its DBE commitment as set forth in its bid.

6.3.1 If Contractor requests substitution of a DBE subcontractor or supplier listed in its Offer Document 13-Subcontractors and DBEs Information and Certifications form, the Contract shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of SRTA.

6.3.2 Contractor shall not terminate for convenience any DBE subcontractor or supplier listed in its Offer Document 13-Subcontractors and DBEs (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written of SRTA.

6.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, Contractor shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.

6.4 Contractor will be required to report its DBE participation obtained through race-neutral means throughout the Term of Agreement.

6.5 Contractor is required to pay its DBE subcontractor(s) performing work related to this Agreement for satisfactory performance of that work no later than fifteen (15) calendar days after Contractor's receipt of payment for that work from SRTA. In addition, Contractor may not hold retainage from its DBE subcontractors.

6.6 Contractor must promptly notify SRTA whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of SRTA.

7. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform

any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

8. PROMPT PAYMENT OF SUBCONTRACTORS.

- 8.1 Contractor shall pay its subcontractors for satisfactory performance of their contracts no later than fifteen (15) calendar days from receipt of each payment received by Contractor from SRTA.
- 8.2 Failure to comply with the terms and conditions of this Article shall constitute a breach of contract and further payments for any work performed may be withheld until such time as corrective action is taken. Contractor shall be responsible for any corrective action required by SRTA at the time of final inspection. If Contractor fails to take corrective action, SRTA reserves the right to terminate the contract.
- 8.3 Any delay or postponement of payment among Contractor and its subcontractors may take place only for good cause, with prior written approval from SRTA.
- 8.4 All subcontract agreements between Contractor and subcontractors shall be in writing and shall contain all of the federal requirements and pertinent provisions of the prime contract.
- 8.5 Contractor is required to return any and all retainage payments to its subcontractors within thirty (30) calendar days after the subcontractor's work related to this Agreement is satisfactorily completed. SRTA discourages Contractor from withholding retainage from its subcontractors.

9. SUSPENSION AND DEBARMENT.

- 9.1 This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, SRTA is required to assure that Contractor, its subcontractors, and other participants at any tier of the Project are not excluded or disqualified as defined in 2 CFR Part 180 Subpart I.
- 9.2 Contractor is required to comply with 2 CFR Part 180 and 2 CFR Part 1200 and must include the requirement to comply with Subpart C of 2 CFR 180 as supplemented by 2 CFR Part 1200 in any lower tier covered transaction.

10. ENERGY CONSERVATION. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. LOBBYING.

- 11.1 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" with their bid. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

12. CLEAN AIR REQUIREMENTS. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to SRTA and understands and agrees that SRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. CLEAN WATER REQUIREMENTS. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to SRTA and understands and agrees that SRTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. FLY AMERICA. Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their vendors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. COVENANT AGAINST CONTINGENT FEES. Contractor shall comply with all relevant requirements of all Federal, State,

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

16. NATIONAL ITS CONFORMANCE CLAUSE. To the extent applicable, Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing."

17. PREVAILING WAGE AND ANTI-KICKBACK. For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the 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 this clause 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 this clause.

The FTA 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 this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this agreement.

19. VETERAN'S PREFERENCE. Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C Section 2108) who have the requisite skills and abilities to perform the construction work required under this contract. This provision shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with disability, or former employee.

EXHIBIT C
PRICING SCHEDULES

METHOD OF COMPENSATION

Contractor shall invoice for lump sum items in the month following the month in which such item was delivered, installed and received Project Acceptance, as determined by SRTA. Invoicing for Fixtures or other items of Work that are priced on a unit price basis, will be made to the Contractor for the units of Work completed, delivered, installed, tested (if applicable) and received Project Acceptance, as determined by SRTA, multiplied by the Contract unit price for such items.

PRICING BEGINS ON NEXT PAGE.

EXHIBIT D
BOND FORMS

PERFORMANCE BOND

Project No. and Name:
Contractor:
Surety:
Name of State Entity: State Road and Tollway Authority
Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That ----- (Legal Name and Address of the Contractor) as principal (hereinafter referred to as ("Principal")), and ----- (Legal Title and Address of Surety) as surety (hereinafter referred to as "Surety"), are held and firmly bound unto the GEORGIA STATE ROAD AND TOLLWAY AUTHORITY as Obligee (hereinafter referred to as "SRTA"), in the amount of DOLLARS (\$), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with SRTA bearing date of for: (Insert Name of Project), which said contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless against and from all cost, expenses, damages, injury or loss to which said SRTA may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors or employees, in the execution or performance of said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of SRTA's right to perform Work with separate contractors or to correct Work pursuant to the terms of the Contract, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings. In addition, the Surety to this bond, for value received, hereby agrees to the provisions of Section 6 of the ITB referring to Penal Amounts of Bonds, State Law for increases in the penal amount of this bond and waives notice from SRTA of any such changes.
2. If pursuant to the Contract Documents the Principal shall be declared in default by SRTA under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to SRTA, within twenty five (25) days after receipt of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to SRTA immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of condemned Work, (c) the furnishing of each omitted item of Work, and (d) the performance of the contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.
3. It is expressly agreed by the Principal and the Surety that SRTA, if it desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the Work.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than SRTA named herein or the legal successors of SRTA.
5. For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

Name: Telephone:
Address:
City: State: Zip Code:

6. Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 13-10-2, 13-10-20, 13-10-40 and 13-10-60 and shall be subject to increase in the penal amount of the bond pursuant to such statutes and the provisions of the Contract.

SIGNED AND SEALED THIS DAY OF , 20_____.

ATTEST (Seal)

(Name of Principal)

Secretary (Note 1) By _____
President

(Seal)

(Name of Surety) (Note 2)

By: _____
(Title)
Resident Georgia Agent *

Note 1. Please apply seal of Corporation over Secretary’s Signature.

Note 2. Please apply seal of Surety and arrange for countersignature by a “Resident Georgia Agent” of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

PAYMENT BOND

Project No. and Name:

Contractor:

Surety:

Name of State Entity: State Road and Tollway Authority

Bond Number:

KNOW ALL MEN BY THESE PRESENTS:

That (Legal Title and Address of the Construction Professional) as Principal (hereinafter referred to as the "Principal") and (Legal Name and Address of the Surety) as Surety (hereinafter referred to as "Surety", are held and firmly bound unto the GEORGIA STATE ROAD AND TOLLWAY AUTHORITY. as Obligee (hereinafter referred to as "SRTA") for the use and benefit of claimants defined, hereinafter in the amount of: ___DOLLARS (\$ __) to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with SRTA dated ___ for ___(Insert Name of Project), which contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the Work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work to be performed thereunder, or the exercise of SRTA’s right to perform Work with separate contractors or to correct Work pursuant to the terms of the Contract, shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work. In addition, the Surety to this bond, for value received, hereby agrees to the provisions of Section 6 of the ITB referring to Penal Amounts of Bonds, State Law for increases in the penal amount of this bond and waives notice from SRTA of any such changes.
- (2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the Work provided for in said contract.
- (3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the Work referred to in said bond before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery was

furnished or supplied by him for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due him, provided, however, that any person having direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal furnishing said payment bond shall have (a) given written notice to said Principal within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or equipment for which such claim is made stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; and (b) if the Principal has filed a Notice of Commencement with the Clerk of the Superior Court in the county in which the Project is located pursuant to O.C.G.A. § 13-10-62, given to said contractor a written Notice to Contractor within 30 days from the filing of the Notice of Commencement or 30 days following the first delivery of labor, materials, machinery or equipment, whichever is later, setting forth:

- A) The name, address, and telephone number of the person providing labor, material, machinery, or equipment; the name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;
- B) The name and the location of the Work; and
- C) A description of the labor, material, machinery, or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery, or equipment to be provided or the amount claimed to be due, if any.

It is provided further that nothing contained herein shall limit the right of action to said 90 day period. Notice may be served by the depositing of a notice, registered mail, postage paid, duly addressed to the Principal at any place it maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without SRTA being made a party thereof. The official who has custody of said bond is authorized and directed to furnish, to any person making application thereof who submits an affidavit that it has supplied labor or materials for such Work and payment therefore has not been made, or that it is being sued on any such bond, a copy of such bond and the contract for which it was given, certified, by the official who has custody of said bond and contract shall be admitted in evidence without further proof. Applicants shall pay for such certified statements and such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fixed fee exceed the fees that the clerks of the superior courts are permitted to charge for similar copies.

(4) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 13-10-2, 13-10-60, 13-10-40 and 13-10-60 and shall be subject to increase in the penal amount of the bond pursuant to such statutes and the applicable provisions of the Contract.

(5) For the purposes of this bond, the name and address of the Authorized State of Georgia Licensed Agent to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

Name: _____ Telephone: _____
Address: _____
City: _____ State: _____ Zip Code: _____

SIGNED AND SEALED THIS DAY OF , 20 ____ .

ATTEST (Seal)

(Name of Principal)

_____ By _____
Secretary (Note 1) President

(Seal)

(Name of Surety) (Note 2)

By: _____
(Title)
Resident Georgia Agent *

Note 1. Please apply seal of Corporation over Secretary's Signature.

Note 2. Please apply seal of Surety and arrange for countersignature by a "Resident Georgia Agent" of Surety in order to comply with surety regulations of Georgia.

(*) Attach Power of Attorney

EXHIBIT E
BILL OF SALE

BILL OF SALE

This Bill of Sale is made on this _____ day of 201__ by _____ (“Seller”).
Seller, in exchange for consideration of \$_____, the receipt of which funds is acknowledged, hereby does grant, sell, transfer and deliver to the State Road and Tollway Authority, a body corporate and politic and an instrumentality and public corporation of the State of Georgia (“SRTA”), the following goods:

SRTA shall have full rights and title to the goods described above.

Seller is the lawful owner of the goods and the goods are free from all encumbrances. Seller has good right to sell the goods and will warrant, indemnify and defend the right against the lawful claims and demands of all persons.

This Bill of Sale is signed, sealed and delivered by Seller.

Name of Seller _____ (SEAL)

By: _____

Its:

EXHIBIT F
DAVIS BACON WAGES – [Cobb County]

"General Decision Number: GA20190234 01/04/2019

Superseded General Decision Number: GA20180246

State: Georgia

Construction Type: Highway

County: Cobb County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2019

SUGA2014-068 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.56	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.24	1.56
FENCE ERECTOR.....	\$ 16.54	0.00
FORM WORKER.....	\$ 16.45	2.51
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.37	1.95
INSTALLER - GUARDRAIL.....	\$ 14.58	0.00
INSTALLER - SIGN.....	\$ 12.61	0.00
IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving		
Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 11.90	0.00
LABORER: Pipelayer.....	\$ 12.80	0.00
LABORER: Asphalt (Includes		
Distributor, Raker, Screed,		
Shoveler, and Spreader).....		
	\$ 13.42	0.74
LABORER: Common or General,		

OPERATOR: Shuttle Buggy.....	\$ 14.13	1.58
Painter: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.54	0.92
TRAFFIC CONTROL:		
Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 13.81	0.00
TRAFFIC SIGNALIZATION:		
Laborer.....	\$ 13.58	1.10
TRAFFIC SIGNALIZATION:		
Electrician.....	\$ 22.40	4.63
TRUCK DRIVER: Dump Truck.....	\$ 17.23	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.19	1.46
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Includes Erosion Control.....\$ 11.06	0.00
OPERATOR:	
Backhoe/Excavator/Trackhoe.....\$ 15.82	1.62
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....\$ 14.83	1.38
OPERATOR: Bulldozer.....\$ 14.53	0.81
OPERATOR: Compactor.....\$ 14.64	0.00
OPERATOR: Concrete Saw.....\$ 18.68	0.00
OPERATOR: Crane.....\$ 21.38	3.32
OPERATOR: Distributor.....\$ 16.34	1.78
OPERATOR: Grader/Blade.....\$ 18.42	5.04
OPERATOR: Hydroseeder.....\$ 15.20	0.00
OPERATOR: Loader.....\$ 13.87	0.93
OPERATOR: Mechanic.....\$ 18.72	0.00
OPERATOR: Milling Machine	
Groundsman.....\$ 13.43	1.24
OPERATOR: Milling Machine.....\$ 14.34	0.82
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.25	2.59
OPERATOR: Piledriver.....\$ 16.70	0.00
OPERATOR: Roller.....\$ 13.49	0.77
OPERATOR: Scraper.....\$ 12.64	0.00
OPERATOR: Screed.....\$ 14.17	0.85

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

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

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.

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.

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END OF GENERAL DECISION

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