



***COBB COUNTY
BOARD OF COMMISSIONERS***

***DEPARTMENT OF TRANSPORTATION
1890 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA***

***CONTRACT DOCUMENTS
FOR
THE CONSTRUCTION
OF***

***WADE GREEN ROAD AT I-75 INTERCHANGE
IMPROVEMENTS
P.I. NO. 0011657***

***COBB COUNTY PROJECT NO. E4050
MIS CONTRACT NO. 000701***

***Cobb County Department of Transportation
Engineering Division***

CONTRACT DOCUMENTS

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UPON AWARD REFERENCE DOCUMENTS BELOW WILL BE INCLUDED IN THE CONTRACT DOCUMENTS TO BE EXECUTED AND ARE LOCATED AT

http://www.cobbcounty.org/index.php?option=com_content&view=article&id=904&Itemid=607

- Section 4 Cobb County Water System Specifications**
- Section 5 Cobb County Traffic Signal Specifications**
- Section 6 1273 FHWA/Federal Aid/DBE Requirements**
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SECTION TWO

CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT is made by and between **COBB COUNTY, GEORGIA**, hereinafter called “**OWNER**,” and _____, a contractor doing business as an individual, a partnership, or a corporation of the City of _____, County of _____, and State of _____, hereinafter called “**Contractor**.”

WITNESSETH:

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

Article 1. Contract Documents:

This Contract along with the following documents, attached hereto unless otherwise noted and incorporated herein by reference, constitute the Contract Documents:

- (i) 100% Performance Bond
- (ii) 110% Labor and Material Payment Bond
- (iii) Title VI Assurances
- (iv) Evidence of Compliance with Georgia Security and Immigration Compliance Act
Contractor Affidavit and Agreement [Exhibit A]
Subcontractor Affidavit and Agreement [Exhibit A-1]
Immigration Compliance Certification [Exhibit A-2]
- (v) Subcontractors Notification List
- (vi) Noncollusion Affidavit of Subcontractor
- (vii) Environmental Protection Division (EPD) Air Quality Rules Modifications
- (viii) Metropolitan Atlanta Non-Attainment Region (Smog Alert Days Policy for Cobb County Contractors)
- (ix) Instructions for List of DBE Participants
- (x) List of DBE Goals and Participants
- (xi) Instructions to Contractor (DBE Participation Report)
- (xii) Federal-Aid Certification
- (xiii) Prompt Payment
- (xiv) Buy America and Convict Produced Materials
- (xv) Noncollusion Certification
- (xvi) Final Affidavit
- (xvii) General and Special Conditions, which include but are not limited to the following:
 - a. Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, Current Edition (available from the Georgia Department of Transportation and incorporated herein by reference as if fully set forth)
 - b. General Conditions
 - c. Cobb County Water System Specifications and Sewer Specifications
 - d. Cobb County Traffic Signal Specifications
 - e. Davis Bacon Wage Rates, Cobb County, GA
 - f. Notice to All Bidders
 - g. 1273 FHWA/Federal Aid/DBE Requirements
 - h. Required Contract Provisions Federal-Aid Construction Contracts
 - i. Standard Federal Equal Employment Opportunity Construction Contract Specifications

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- j.* DBE Program Criteria for Acceptability
 - k.* Buy America for Utility Agreements and Buy America Certificate of Compliance
 - l.* Georgia Security and Immigration Compliance Act Affidavit
 - m.* Appendix
- (xviii) Request for Proposal/Bid for the Project (incorporated herein by reference even if not fully set forth)
- (xix) Proposal/Bid Documents from **Contractor** (incorporated herein by reference even if not fully set forth)
- (xx) Notice of Award (incorporated herein by reference even if not fully set forth)
- (xxi) Construction Schedule and Schedule of Submittals (to be approved and incorporated herein as provided in the Contract Documents);
- (xxii) Cobb County Code of Ethics (codified in the official Code of Cobb County);
- (xxiii) The following, which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Article 2. Notice to Bidders:

This project is funded by Federal, State and/or local funds. Accordingly, the successful bidder will be required to comply with all applicable Federal and State rules and regulations, as well as those of Cobb County. Project must conform to all Americans with Disabilities Act (ADA) regulations.

All bidders submitting bids in excess of \$2,000,000.00 shall be prequalified with the Georgia Department of Transportation (GDOT). All bidders submitting bids \$2,000,000.00 or less shall be registered subcontractors or prequalified with GDOT. Subcontractors shall be prequalified or registered with GDOT. If construction work involves welded structures, such as bridges, the manufacturer of the structure shall be on the GDOT QPL List 60.

A Disadvantaged Business Enterprise (DBE) participation goal of 10% has been established for this Project. Bidders shall comply with 49 C.F.R. Part 26 in their efforts to attain this goal. Bidders shall be required to document sufficient DBE participation to meet this goal, or alternatively document good faith efforts to do so. **Davis-Bacon wage rates for Cobb County, GA also apply.**

DBE firms must be certified with the Georgia Department of Transportation's Equal Employment Opportunity (EEO) office.

Article 3. Project Description:

Project Name/Project No.: Wade Green Road at I-75 Interchange Improvements DDI
Cobb County Project No. E4050
P.I. No. 0011657

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The Project consists of design/build services of the diverging diamond interchange at Wade Green Road and I-75. The Work to be completed under this Contract (the “Work”) includes, but shall not be limited to, the work described in Section 999 of the Appendix and generally in this Contract and the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. **Contractor** shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the **County**, as determined by the **County** in its sole discretion, shall govern.

Article 4. Term:

- A. **Term.** **Contractor** warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. **The Contractor agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, and to complete the Work within five hundred forty-five (545) consecutive calendar days from the issuance of the Notice to Proceed.** Every effort will be made by **Contractor** to shorten this period. The parties agree that this Contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the **County**. Title to any supplies, materials, equipment, or other personal property shall remain in **Contractor** until fully paid for by the **County**.
- B. **Liquidated Damages.** The **County** and **Contractor** recognize that time is of the essence of this Contract and that **County** will suffer financial loss if the Work is not completed in accordance with the deadlines specified above and within the Contract Documents. The **County** and **Contractor** also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the **County** if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the **County** and **Contractor** agree that, as liquidated damages for delay (but not as a penalty), the **Contractor** shall pay to the **County** Liquidated Damages, as described in GDOT General Provision 108.08, as modified by the associated Special Provision, and the Contract Documents generally.

Article 5. Compensation and Payment:

- A. **Maximum Contract Price.** **Contractor** shall complete design and construction of the Project, and the total amount paid as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed the sum of _____ dollars (\$ _____), except by change order. The compensation for Work performed shall be based upon the lump sum prices provided in this Contract, and **Contractor** represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Contract. Further, **Contractor** agrees and acknowledges that this amount is intended to compensate for all extra work completed in connection with the Project, under the terms stated in the Contract Documents, and includes payment for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the Contract Documents.

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B. Payment for Work Completed and Costs Incurred. Contractor will submit invoices on a monthly basis, and such invoices will reflect actual Work completed and costs incurred. Payment will be based on the value of Work completed, as may be provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site and, at the County's discretion, such materials and equipment suitably stored, insured, and protected off site at a location approved by the County's Engineer when allowed by the Contract Documents, less retainage. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366. County agrees to pay the Contractor for completed Work on a monthly basis based on approved invoices. The County agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 109 of the Specifications, as modified in the General Conditions and Special Provisions.

Article 6. Water System Work:

Cobb County Water System work is involved on this Project. Only contractors or sub-contractors who have been prequalified with Cobb County Water System are allowed to perform water and sewer relocation work associated with this Project. Bidders or their water/sewer subcontractor are required to have a State of Georgia Utility Contractor License.

Article 7. Bid Requirements:

The Contractor must meet the current bid requirements of the Georgia Department of Transportation.

Article 8. Nondiscrimination:

The Cobb County, Georgia, Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, disability, or age in consideration for an award.

Article 9. Immigration Compliance:

The Contractor must also execute and submit "Contractor Affidavit and Agreement" (attached hereto) as well as the "Subcontractor Affidavit and Agreement" (attached hereto) and "Immigration and Compliance Certification" (attached hereto) located in the Contract Documents and executed by all of their subcontractors prior to beginning work on the Project.

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Failure to comply with any of the requirements and procedures of the **County** (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by records by **County** officials upon request; and/or failure to continue to meet any of the statutory or **County** obligations during the life of the Contract) shall constitute a material breach of the Contract and shall entitle the **County** to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements, provided that,

Upon notice of a material breach of these provisions, the **Contractor** (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the **County** shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

Article 10. DBE Participation:

Disadvantaged Business Enterprise (DBE) Participation and Small Business Participation (SBP) in all **County** DOT contracts is encouraged. Contractors must submit a DBE participation report to the **County** prior to beginning work on a project and a final DBE report must be submitted at the end of a project. Monthly DBE reports must be submitted with each monthly invoice. If DBE participation changes during the course of a project, an updated participation report must be submitted to the **County** at the time of such change. No Small Business reports are currently required; however, this is subject to change at the **County's** discretion.

Article 11. Utility Work:

For all bids on contracts involving utility work as defined in O.C.G.A. 43-14-1 et.seq., the **Contractor and/or its subcontractor(s)** that will perform utility work must have a valid State of Georgia Utility Contractor License and comply with all applicable provisions of Chapter 14 of Title 43 of O.C.G.A.

Article 12. Conflict of Interest:

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Cobb County Code of Ethics or any other similar law or regulation. **Contractor** certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Contract, that no employee of the **County**, nor any member thereof, nor any public agency or official affected by this Contract, has any pecuniary interest in the business of **Contractor** or his subcontractor(s) and that no person associated with **Contractor** or his subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the Contract.

Should **Contractor** become aware of any circumstances that may cause a conflict of interest during the Term of this Contract, **Contractor** shall immediately notify the **County**. If the **County** determines that a conflict of interest exists, the **County** may require that **Contractor** take action to remedy the conflict of interest or terminate the Contract without liability. The **County** shall have the right to recover any fees paid for services rendered by **Contractor** when such services were performed while a conflict of interest existed, if **Contractor** had knowledge of the conflict of interest and did not notify the **County** within five (5) business days of becoming aware of the existence of the conflict of interest.

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Contractor warrants that he and his subcontractor(s) have not employed or retained any company or person, other than a bona fide employee working solely for **Contractor** or his subcontractor(s), to solicit or secure this Contract and that he and his subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Contractor** or his subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Contract. For any breach or violation of this provision, the **County** shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor shall include the first two paragraphs of this Article 12 in all subcontractor agreements for Work to be performed under this Contract.

Article 13. Expertise of Contractor:

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

Article 14. Proper Execution by Contractor:

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the **Contractor's** profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63. Any additional work or costs incurred as a result of error and/or omission by **Contractor** as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality will be provided at **Contractor's** expense and at no additional cost to the **County**. This provision shall survive termination of this Contract.

It is the **Contractor's** responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the **Contractor** observes that portions of the Contract Documents are at variance therewith, the **Contractor** shall promptly notify the **County** in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

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

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the **Contractor** in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

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Article 15. Familiarity with the Work:

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the **Contractor** shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the **County**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Any errors, inconsistencies, omissions, or ambiguities discovered by the **Contractor** shall be reported promptly to the Engineer and **County** in writing.

If part of the **Contractor's** Work depends for proper execution or results upon construction or operations by a separate contractor, the **Contractor** shall, prior to proceeding with that portion of the Work, promptly report to the Engineer and **County** apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the **Contractor** so to report shall constitute an acknowledgment that the **County's** or separate contractor's completed or partially completed construction is fit and proper to receive the **Contractor's** Work, except as to defects not then reasonably discoverable, and **Contractor** shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

Article 16. Supervision, Inspection and Construction Procedures:

The **Contractor** shall supervise and direct the Work, using the **Contractor's** best skill and attention. The **Contractor** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the **Contractor** shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the **Contractor** determines that such means, methods, techniques, sequences or procedures may not be safe, the **Contractor** shall give timely written notice to the **County** and shall not proceed with that portion of the Work without further written instructions from the **County** or Engineer as approved in writing by the **County**.

The **Contractor** shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract. The **Contractor** shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the **Contractor** or **Contractor's** subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The **Contractor** shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

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Article 17. Budgetary Limitations:

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of **Contractor's** profession and industry. Specifically, **Contractor** agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of **Contractor's** profession and industry, **Contractor** will give written notice immediately to the **County**.

Article 18. County's Reliance on the Work:

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

Article 19. Independent Contractor:

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the **County**. Nothing contained in this Contract shall be construed to make the **Contractor** or any of its employees, servants or subcontractors an employee, servant or agent of the **County** for any purpose. The **Contractor** agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of subcontractors, agents or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The **Contractor** agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Contract. There shall be no contractual relationship between any subcontractor or supplier and the **County** by virtue of this Contract with the **Contractor**. Any provisions of this Contract that may appear to give the **County** the right to direct **Contractor** as to the details of the services to be performed by **Contractor** or to exercise a measure of control over such services will be deemed to mean that **Contractor** shall follow the directions of the **County** with regard to the results of such services only. It is further understood that this Contract is not exclusive, and the **County** may hire additional entities to perform Work related to this Contract.

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

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Article 20. Bonds:

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

Article 21. Assignment of Contract:

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

Article 22. Records, Reports and Audits:

(a) *Records:*

(i) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the **County** under this Contract ("Records") shall be established and maintained by the **Contractor** in accordance with requirements prescribed by the **County** with respect to all matters covered by this Contract. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to **Contractor** by **County** under this Contract. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

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

(b) *Reports and Information:* Upon request, the **Contractor** shall furnish to the **County** any and all Records related to matters covered by this Contract in the form requested by the **County**. All Records stored on a computer database must be of a format compatible with the **County's** computer systems and software.

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- (c) *Audits and Inspections:* At any time during normal business hours and as often as the **County** may deem necessary, **Contractor** shall make available to the **County** or **County's** representative(s) for examination all Records with respect to all matters covered by this Contract. The **Contractor** will permit the **County** or **County's** representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Contract. **Contractor** shall provide proper facilities for **County** or **County's** representative(s) to access and inspect the Records, or, at the request of the **County**, shall make such Records available for inspection at the **County's** office. Further, **Contractor** shall permit the **County** or **County's** representative(s) to observe and inspect any or all of **Contractor's** facilities and activities during normal hours of business for the purpose of evaluating **Contractor's** compliance with the terms of this Contract. In such instances, the **County** or **County's** representative(s) shall not interfere with or disrupt such activities.

Article 23. Authority to Contract:

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

Article 24. Complete Agreement:

This Contract, including all of the Contract Documents, constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Contract. No other agreement, statement, or promise relating to the subject matter of this Contract not contained in this Contract or the Contract Documents shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

Article 25. Governing Law:

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Contract shall be brought in the Superior Court of Cobb County, Georgia, or the Northern District of Georgia, as applicable, and **Contractor** submits to the jurisdiction and venue of such court.

Article 26. Counterparts:

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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Article 27. Invalidation of Provisions; Severability:

Should any article(s) or section(s) of this Contract, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Contract should be severed, and the remainder of this Contract shall remain in full force and effect to the extent possible, as if this Contract had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Contract without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

Article 28. Notices:

All notices, requests, demands, writings, or correspondence, as required by this Contract, shall be in writing and shall be deemed received, and shall be effective, when said notice is (1) personally delivered, or (2) on the third calendar day after the postmark date when posted, by certified or registered mail, postage prepaid, return receipt requested, to the recipient party at his last given address, or (3) sent by electronic mail, or (4) upon actual delivery when sent via national overnight commercial carrier to the recipient party at its last given address.

Article 29. Waiver of Agreement:

No failure by the **County** to enforce any right or power granted under this Contract, or to insist upon strict compliance by **Contractor** with this Contract, and no custom or practice of the **County** at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the **County's** right to demand exact and strict compliance by **Contractor** with the terms and conditions of this Contract. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

Article 30. Headings:

All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Contract, or in any way affect this Contract.

Article 31. No Third Party Rights:

This Contract shall be exclusively for the benefit of the parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

Article 32. Successors and Assigns:

Subject to the provision of this Contract regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

CONTRACT
Page 12 of 13

Article 33. Contract Construction and Interpretation:

Contractor represents that it has reviewed and become familiar with this Contract and has notified the **County** of any discrepancies, conflicts or errors in the Contract Documents. The parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Contract is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Contract. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

Article 34. Material Condition:

Each term of this Contract is material, and **Contractor’s** breach of any term of this Contract shall be considered a material breach of the entire Contract and shall be grounds for termination or exercise of any other remedies available to the **County** at law or in equity.

CONTRACT
Page 13 of 13

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in five (5) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____, 201__.

COBB COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

[AFFIC COUNTY SEAL]

ATTEST:

County Clerk

Printed Name

Witness

Printed Name

ATTEST:

Secretary

Printed Name

Contractor

Printed Contractor Name

By: _____
Signature

Printed Name

Witness

Printed Name

Title: _____

[AFFIX CORPORATE SEAL]

Approved as to Form by:

(Seal)

Cobb County Department of Transportation

Give proper title of each person executing affidavit. Attach seal as required.

DESIGN/BUILD SERVICES
Wade Green Road at I-75 Interchange Improvements DDI
GDOT PI: 0011657
Cobb County Project No. E4050

100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principals, hereinafter called Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in the State of Georgia, as Surety, are held and firmly bound unto the **COBB COUNTY**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____, 20 _____, with the Owner for **Wade Green Road at I-75 Interchange Improvements DDI, Cobb County Project No. E4050, GDOT P.I. No. 0011657**, in accordance with drawings and specifications included therein, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions; or,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms, and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be default or a succession of defaults) under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract prices; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The Contractor is required to provide the Owner a one-year guarantee covering workmanship and materials of the Project. This Performance Bond shall remain in force for one year from the date of Acceptance of the Project by the Owner regarding the above referenced obligations.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due or within two (2) years of expiration of the condition of this Bond to keep all bridges affected by the above referenced Project in good repair. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

100% PERFORMANCE BOND
Page 2 of 2

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest: _____ (SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest: _____ (SEAL)
Surety

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Copy of Power of Attorney)
DO NOT DATE PERFORMANCE BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Contract)

DESIGN/BUILD SERVICES
Wade Green Road at I-75 Interchange Improvements DDI
GDOT PI: 0011657
Cobb County Project No. E4050

110% LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter called a Contractor, and _____, a corporation duly organized under the laws of the State of _____, listed in the latest issue of U.S. Treasury Circular 570, and registered in State of Georgia, as Surety, are held and firmly bound unto the **COBB COUNTY**, hereinafter called Owner, in the sum of _____ Dollars (in words), (\$ _____) (in figures), for the payment of which sum, well and truly to be made, the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into a written contract dated the _____ day of _____, 20 _____, with the Owner for **Wade Green Road at I-75 Interchange Improvements DDI, Cobb County Project No. E4050, GDOT P.I. No. 0011657**, in accordance with drawings and specifications included therein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expense of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant,
 - 1. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above-named, within ninety (90) days after such claimant did or performed the last of the work of labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner or Surety, at any place where any office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

110% LABOR AND MATERIAL PAYMENT BOND

Page 2 of 3

2. After one (1) year from the completion of Contract and the acceptance by Owner of the work thereunder, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment of payments made in good faith hereunder, inclusive of the payment by surety of mechanics' liens which may be filed on record against said improvement, whether or not claim for the amount of such presented under and against this bond.

PROVIDED FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

DESIGN/BUILD SERVICES
Wade Green Road at I-75 Interchange Improvements DDI
GDOT PI: 0011657
Cobb County Project No. E4050

110% LABOR AND MATERIAL PAYMENT BOND
Page 3 of 3

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

Attest: _____(SEAL)
Principal (Bidder)

Signature

Typed Name

Title

Attest: _____(SEAL)
Surety

Signature Attorney-in-Fact

Typed Name

(Attach Certified and Dated Power of Attorney)
DO NOT DATE PAYMENT BOND. BOND DOCUMENT WILL BE DATED BY BOC.
(Bond must not be dated prior to date of Contract)

Effective December 6, 2011
First Use December 30, 2011

Title VI Assurances
for
Consultants, Contractors,
Subcontractors, Suppliers and Manufacturers
Page 1 of 2

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agree as follows:

1. *Compliance with Regulations*

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

2. *Nondiscrimination*

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

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

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

4. *Information and Reports*

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Cobb County, Georgia, Department of Transportation (Cobb DOT) or the Georgia Department of Transportation (GDOT) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Cobb DOT, or GDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

Title VI Assurances
for
Consultants, Contractors,
Subcontractors, Suppliers and Manufacturers
Page 2 of 2

5. *Sanctions for Noncompliance*

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Cobb DOT and GDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

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

GENERAL ASSURANCES

I. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of Cobb County. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

II. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

- A. That affidavits in the required form be executed from a CONTRACTOR (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
- B. That the CONTRACTOR (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the COUNTY prior to the commencement of any work under this Agreement or subcontract;
- C. That the CONTRACTOR (or any subcontractor, regardless of tier) notify the COUNTY within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
- D. That the CONTRACTOR be responsible for obtaining and providing to the COUNTY the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” required under these COUNTY’S “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
- E. That COUNTY reserves the right to dismiss, or require the dismissal of, any CONTRACTOR or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- F. That CONTRACTOR and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb COUNTY for immigration compliance and further provide notice that the COUNTY reserves the right to dismiss, or require the dismissal of, any CONTRACTOR or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

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- G. That failure to comply with any of the requirements and procedures of the COUNTY (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by COUNTY or State officials upon request; and/or failure to continue to meet any of the statutory or COUNTY obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the COUNTY to dismiss CONTRACTOR or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;

- H. That upon notice of a material breach of these provisions, the CONTRACTOR (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the COUNTY shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

**EVIDENCE OF COMPLIANCE
WITH
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Contract for the physical performance of services.

The Contractor represents that it employs:

- _____ 500 or more employees;
- _____ 100 or more employees; or
- _____ fewer than 100 employees

(Contractor must initial appropriate category).

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Contract, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such contractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s),
- (4) To submit to the County, such contractor and subcontractor affidavit(s) of "Immigration Compliance Certification," EXHIBIT A-2,

The failure of Contractor to comply with any of the requirements and procedures of the County (i.e. failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations) and to supply the affidavit of compliance at the time of execution of this Contract and/or the failure of the Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Contract and during the term of the Contract shall constitute a material breach of the Contract and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor of sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements and that upon notice of a material breach of these provisions, the Contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure and in compliance with the terms of this Contract and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

SEE AFFIDAVIT ON THE FOLLOWING PAGE

DESIGN/BUILD SERVICES
Wade Green Road at I-75 Interchange Improvements DDI
GDOT PI: 0011657
Cobb County Project No. E4050

CONTRACTOR AFFIDAVIT AND AGREEMENT
(EXHIBIT A)

(Effective 10-28-2010)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five (5) business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1); prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Office of Agent
[Contractor Name]

Contractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON THIS
THE ___ DAY OF _____, 201__

Notary Public

Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, BID WILL BE DETERMINED NON-RESPONSIVE AND WILL BE DISQUALIFIED.

DESIGN/BUILD SERVICES
Wade Green Road at I-75 Interchange Improvements DDI
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Cobb County Project No. E4050

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT
(EXHIBIT A-1)

(Effective 10-28-10)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five (5) business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit; and
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon request from Cobb County, Georgia;
- (6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: _____
Authorized Officer or Agent
[Subcontractor Name]

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME ON
THIS THE ____ DAY OF _____, 201__

Notary Public

Commission Expires: _____

COBB COUNTY
SUBCONTRACTORS NOTIFICATION LIST

Required information on subcontractors doing work in Cobb County.

Please list any subcontractors whom may perform work on this project, include their Business License number, the Activity or Commercially Useful Function (CUF*) they may perform, and if they are a DBE/MBE/WBE Firm.

GENERAL CONTRACTOR: _____

LICENSE NUMBER: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF *: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

SUBCONTRACTOR: _____ LICENSE NUMBER: _____

ACTIVITY/CUF*: _____

DBE/MBE/WBE Yes No RN RC GDOT UCP No: _____

Note: All subcontractors must be reported on this form for License Inspection purposes.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)ss.

County of _____

_____, being first duly sworn, deposes, and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the **Contractor** for certain work in connection with the _____ Contract pertaining to the Project in Cobb County, Georgia;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Cobb County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____ (Seal)

(Printed Name)

Subscribed and Sworn to before me this _____ day of _____, 201_____.

Title

(Printed Name)

My Commission Expires _____

Date: _____

NOTICE TO CONTRACTORS

ENVIRONMENTAL PROTECTION DIVISION (EPD)
AIR QUALITY RULES MODIFICATIONS

In September 1995, the Environmental Protection Division (EPD) modified the Rules for Air Quality Control (Chapter 391-3-1) as they pertain to Open Burning. These rules now state that **beginning in calendar year 1996 during the months of May, June, July, August and September in those counties of Cherokee, Clayton, Cobb, Coweta, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding, and Rockdale, there will be a general prohibition against Open Burning from clearing and grubbing or construction or right-of-way maintenance.**

Effective January 1, 2001, the following counties were added to the list of counties where outdoor burning is banned during the months of May, June, July, August, and September. The counties are Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Clarke, Dawson, Floyd, Gordon, Hall, Haralson, Heard, Jackson, Jasper, Jones, Lamar, Lumpkin, Madison, Meriwether, Monroe, Morgan, Newton, Oconee, Pickens, Pike, Polk, Putnam, Spalding, Troup, Upson and Walton.

Open Burning in other than predominantly residential areas for the purpose of land clearing or construction or right-of-way maintenance will be permitted in the months of October, November, December, January, February, March and April in the above counties provided the following conditions are met:

- 1. Prevailing winds at the time of the burning are away from the major portion of the area's population;**
- 2. The location of the burning is at least 1,000 feet from any dwelling located in a predominantly residential area;**
- 3. The amount of dirt on or in the material being burned is minimized;**
- 4. Heavy oils, asphaltic materials, items containing natural or synthetic rubber, or any materials other than plant growth are not being burned; and**
- 5. No more than one pile 60 feet by 60 feet, or equivalent, is being burned within a 9 acre area at one time.**

In addition to the above provisions, the **EPD Rules require permits from the fire department and the Georgia Forestry Office, when required, and the use of air curtain destructors when Open Burning is permitted in these areas.**

For other provisions in counties with total population exceeding 65,000, see Environment Protection Division (EPD) Rules for Air Quality Control Chapter 391-3-1(15), Open Burning, effective December 28, 2000.

For more information about the Open Burning Ban, please contact the EPDs Air Protection Branch shown below:

Georgia Department of Natural Resources
Environmental Protection Division
Air Protection Branch
4244 International Parkway, Suite 120
Atlanta, Georgia 30354
(404) 363-7000

For more information about the **Open Burning Ban in Cobb County**, please contact the EPD:

Mountain District Office
16 Center Road, P. O. Box 3250
Cartersville, Georgia 30120
(770) 387-4900

SPECIAL NOTICE

METROPOLITAN ATLANTA NON-ATTAINMENT REGION
Smog Alert Days Policy for Cobb County Contractors

March 15, 1999

The Metropolitan Atlanta Region, of which Cobb County is a part, has been declared an Ozone Non-Attainment Region by the Federal Environmental Protection Agency. As a result of this non-attainment status, Cobb County has instituted voluntary policies in support of Regional Air Quality goals and in cooperation with the "Partnership for a Smog Free Georgia". One component of the County's Smog Alert Days Policy is to **encourage contractors** who are constructing projects within the County **to restrict operations that contribute to the formation of ozone, ground level smog, between the hours of 6:00 a.m. and 6:00 p.m. on "Smog Alert Days"**.

"Smog Alert Days" will be declared by the Georgia Department of Natural Resources by 6:00 p.m. on the day immediately preceding the "Smog Alert Day". A "Smog Alert Day" is a day when ozone levels are predicted to exceed the acceptable level for attainment as defined by the Clean Air Act provisions.

On days that have been declared as Smog Alert Days, Cobb County DOT Contractors are encouraged to refrain from operating paving and heavy construction equipment between the hours of 6:00 a.m. and 6:00 p.m. On "Smog Alert Days", Cobb County DOT Contractors are also encouraged to avoid refueling motorized vehicles and equipment between the hours of 6:00 a.m. and 6:00 p.m. to limit single occupancy trips and to avoid the operation of gasoline powered small engines between the hours of 6:00 a.m. and 6:00 p.m.

The voluntary reductions of exhaust and particulate matter that would be produced by these operations will help the Metropolitan Atlanta Region meet its required reduction in ozone levels. **Failure to meet these requirements will result in further restrictions on the State and County's ability to acquire the necessary permits to pursue projects necessary to address the area's mobility needs and to sustain the local highway contracting industry.**

DESIGN/BUILD SERVICES
Wade Green Road at I-75 Interchange Improvements DDI
GDOT PI: 0011657
Cobb County Project No. E4050

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

If a DBE Goal is indicated, you must propose to achieve a goal that is equal or greater than the percentage required. If no goal is indicated, you may propose your own goal.

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

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

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

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

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

INSTRUCTIONS TO CONTRACTOR
DBE PARTICIPATION REPORT

In order to receive credit toward the DBE Goal, the prime contractor must complete the report in its entirety and submit this form MONTHLY to the Project Manager in charge of the contract. Failure to submit this form will result in no credit toward the contract DBE requirements.

- 1 PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
- 2 COUNTY – See Contract.
- 3 CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
- 4 CONTRACTOR NAME –
- 5 REPORT SUBMISSION DATE – This is the date the report is completed.
- 6 REPORT NUMBER – Reports must be consecutively numbered.
- 7 REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
- 8 DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
- 9 DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
- 10 CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
- 11 PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
- 12 DBE \$ AMOUNT – The is the total dollar amount representing the percentage of the original contract.
- 13 PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
- 14 DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
- 15 SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contact should be shown as the subcontract amount.
- 16 OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
- 17 SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.

DESIGN/BUILD SERVICES
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GDOT PI: 0011657
Cobb County Project No. E4050

- 18 SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.
- 19 RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions.
- 20 RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.
- 21 ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
- 22 PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
- 23 PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.
- 24 PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
- 25 CURRENT COLUMN TOTALS – Total each column.
- 26 PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
- 27 CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
- 28 DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
- 29 A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
- 30 Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
- 31 Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

GENERAL INFORMATION

The prime contractor may change DBE firms only with the approval of the District Engineer, provided the changes confirm to contract regulations.

The prime contractor is responsible for sending a copy of the subcontractor agreement between the prime and its subcontractors to the Project Manager. After submitting this document to the Project Manager, the prime contractor checks the block on the DBE Participation Report. Only one copy of the subcontractor agreement is requested for each DBE subcontractor.

If the prime contractor has not submitted a copy of the subcontractor agreement between the prime and its DBE subcontractor(s), the project manager will contact the prime contractor and request this document.

The prime contractor is not requested to send copies of the subcontractor agreement signed with the DBE firms to multiple offices within GDOT. Sending this information to the Project Manager will satisfy the federal requirements.

The prime contractor is responsible to accurately complete the report prior to submitting to the department. Once submitted to the department, the department project manager is responsible for reviewing it for accuracy.

If the report is inaccurate, the department project manager shall send the report back to the prime contractor for corrections. Payment will be withheld by the Department until a correct report is received.

The prime contractor is required to submit the monthly DBE from the month of Notice To Proceed until the Final DBE Report is submitted. Payment will be withheld by the Department until the report is received.

Upon completion of the work, a final “DBE Participation Report” will be required and submitted to the Area Engineer prior to final payment. All information shown on the form must be completed, including the payments of each approved DBE.

Joint ventures between non-DBE and certified DBE: Only that portion of the work for which the DBE is responsible may be used to satisfy the requirements.

Should you have questions about the Monthly DBE Participation Report – ARRA Reporting, contact the local District Contracts Administration Office or District EEO Officer.

FOR DEPARTMENTAL USE ONLY:

Federal Law requires that the work of DBE contractors be monitored in the field as part of the effort to ensure that DBEs are actually performing the work (49CFR26.37 (b)).

District EEO Officers must receive copies of the Monthly DBE Participation Reporting.

DESIGN/BUILD SERVICES
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GDOT PI: 0011657
Cobb County Project No. E4050

Print Form

Revised 09/30/11

Note: Please select the appropriate participation report for the drop down menu below

REPORT SUBMISSION DATE: _____

PROJECT NO. (S) _____
 COUNTY: _____
 CONTRACT ID#: _____
 CONTRACTOR: _____

REPORT #:

DATE WORK BEGAN: _____ DBE REQUIRED %: _____
 CONTRACT \$ AMOUNT: _____ % DOLLAR COMPLETE: _____
 DBE \$ AMOUNT: _____ % PROJECT COMPLETE: _____

JANUARY 31 <input type="checkbox"/>	JULY 31 <input type="checkbox"/>
FEBRUARY 28 <input type="checkbox"/>	AUGUST 31 <input type="checkbox"/>
MARCH 31 <input type="checkbox"/>	SEPTEMBER 30 <input type="checkbox"/>
APRIL 30 <input type="checkbox"/>	OCTOBER 31 <input type="checkbox"/>
MAY 31 <input type="checkbox"/>	NOVEMBER 30 <input type="checkbox"/>
JUNE 30 <input type="checkbox"/>	DECEMBER 31 <input type="checkbox"/>

S=SUPPLIER		O=OWNER/OPERATOR		SC=SUBCONTRACTOR		SAR=SUBCONTRACTOR AGREEMENT RECEIVED		RN=RACE NEUTRAL		RC=RACE CONSCIOUS	
APPROVED DBE						VENDOR ID		DESCRIPTION OF WORK			
S	O	SC	SAR	RN	RC	ORIG. SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS	PAYMENTS THIS REPORT	PAYMENTS TO DATE		
01.											
<input type="checkbox"/>											
02.											
<input type="checkbox"/>											
03.											
<input type="checkbox"/>											
04.											
<input type="checkbox"/>											
05.											
<input type="checkbox"/>											
CURRENT COLUMN TOTALS											

% PAID TO DATE _____ %

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.

PRINT NAME: _____
 SIGNATURE: _____
(MANDATORY) CONTRACTOR

FOR DEPARTMENTAL USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____	TITLE _____
SIGNATURE: _____ <small>(MANDATORY)</small>	

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____	TITLE _____
SIGNATURE: _____ <small>(MANDATORY)</small>	

Submit Form Via Email

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

FEDERAL AID CERTIFICATION
(English Project)

August 23, 2001

First Use Date 2001 Specifications: November 1, 2002

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY

I further certify that I have ___/have not ___ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have ___ / have not ___ filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Mr. Sam Maiden
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, Current Edition, and the Supplemental Specifications and

Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

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I further propose to execute the Contract described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

DRUG FREE WORKPLACE

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

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

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

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

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

First Use 2001 Specifications: November 01, 2002
Revised: November 19, 2006

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

BUY AMERICA

Revised: March 25, 1992
Revised: January 7, 1994
Revised: June 9, 1995
First Use 2001 Specifications: November 1, 2002

All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater.

NOTE: Coatings include: epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of the material.

CONVICT PRODUCED MATERIALS

March 25, 1992
Revised: September 6, 1993
First Use 2001 Specifications: November 1, 2002

Materials produced by convict labor after July 1, 1991, may not be used for Federal-Aid highway construction projects unless it meets the following criteria:

1. The materials must be produced by convicts who are on parole, supervised release or probation from a prison; or,
2. If produced in a qualified prison facility, the amount of such materials produced in any 12-month period shall not exceed the amount produced in such facility for such construction during the 12-month period ending July 1, 1987. A qualified prison is defined as one producing convict made materials prior to July 1, 1987.

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1 ___ 2 ___ 3 ___ 4 ___ 5 ___. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the ___ day of _____, 20___.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this _____ day of _____, 20___.

(Notary Public)

My Commission expires the _____ day of _____, 20___.

(Federal ID No./IRS No.)

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____ (Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

FINAL AFFIDAVIT

TO COBB COUNTY, GEORGIA

I, _____, hereby certify that all supplies of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of his subcontractors in connection with the construction of _____ at Cobb County have been paid and satisfied in full as of _____, 201____, and that there are no outstanding obligations or claims of any kind for the payment of which Cobb County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Printed Name

Title

Personally appeared before me this _____ day of _____, 201____, _____, who under oath deposes and says that he is _____ of the firm of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

Printed Name

My Commission Expires
