CITY OF SANDY SPRINGS

SPECIAL PROVISIONS

All special provisions listed on this page apply to this project, **T6026-2 Dunwoody Road Gap Fill Sidewalk**. See the following pages for the special provisions:

Section 108—Prosecution and Progress

Section 150—Traffic Control

Section 210— Grading Complete

Section 890—Seed and Sod

Section UC—Utility Conflicts

DEPARTMENT OF PUBLIC WORKS
CITY OF SANDY SPRINGS
SPECIAL PROVISION

Project: T6026-2 Dunwoody Road Gap Fill Sidewalk
FULTON COUNTY

Section 108 – Prosecution and Progress

Retain GDOT Section 108 as written and revise per the following:

108.01 Subletting of Contract
Delete the second paragraph from Subsection 108.01 and substitute the following:
In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his/her own organization, work amounting to not less than fifty-one percent (51%) of the total Contract cost, including materials, equipment, and labor.

Delete the fourth paragraph from Subsection 108.01 and substitute the following:
Purchase of materials by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 51% requirement.

Delete the fifth paragraph from Subsection 108.01 and substitute the following:
No Subcontracts, or transfer of Contract, shall in any case release the Prime Contractor of his/her liability under the Contract and Bonds. No Subcontractor shall commence work in advance of the written approval of the Subcontract by the Department. Except for certain items exempted by the State Transportation Board, each Subcontractor shall be prequalified or registered with the Department. Each Subcontract for a Registered Subcontractor shall not exceed $1,000,000.00 and Subcontracts for Prequalified Contractors shall not exceed their current capacity. Prequalified or Registered Subcontractors shall be qualified or registered with the Department in accordance with Chapter 672-5 of the Rules and Regulations Governing the Prequalification of Prospective Bidders adopted by the State Transportation Board.

Delete Subsection 108.06 and substitute the following:

108.06 Temporary Suspension of Work

The Engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to

the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

108.08 Failure or Delay in Completing Work on Time

Paragraph 1 of 108.08 shall be amended as follows:

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor at the rate of $500 per calendar day.

To minimize the disruption of normal traffic flow, separate completion times are specified for those portions of the work that require closing of lanes as specified in Subsection 150.09.

Failure to reopen the lanes as specified in Subsection 150.09 will result in the assessment of liquidated damages at the rate of $1,000.00 per Calendar Day.

When provided notice from the City, failure to maintain or establish traffic control devices and layout as specified in Subsection 150.09 will result in the assessment of liquidated damages at the rate of $500.00 per Calendar Day.

Failure to provide temporary vehicular accessibility to driveway within the same day, (24-hour period) shall result in the assessment of liquidated damages at the rate of $2,000.00 per day.

These rates are cumulative and in addition to the Liquidated Damages which may be assessed in accordance with the contract for failure to complete the overall project on time.

In the event any portion of a Subcontract is further sublet, all of the provisions governing subletting, including registration and written approval by the Engineer, shall apply.

This Sub-Section shall not apply to Contracts between the City and counties, other municipalities, or State agencies.

Section 108.08 A shall be amended as follows:

The amount of such charges is hereby agreed upon as fixed liquidated damages due the Department after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Department and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the Department, the State, and the general public as a result of the failure on the part of the Contractor to complete The Work on time.

1. Deduction From Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.

2. Deduction From Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor and/or his Surety.

3. No Liquidated Damages Charged for Delay by the Department: In case of default of the Contract and the subsequent completion of The Work by the Department as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of The Work by the Department due to any unreasonable action, negligence, omission, or delay of the Department. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

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Section 150 – Traffic Control

Retain GDOT Section 150 as written and revise per the following:

150.2 Special Conditions

A. WORK HOURS:

Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e. Memorial Day, July 4 th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The city shall not be responsible for any new claims, damages, or costs stemming from any delay of the Project.

This project requires the following restricted work hours:
Lane closures is only permitted from 9:00 am to 4:00 pm and work is permitted only during weekdays (Monday through Friday) between the hours of 8:00 am to 5:00 pm.

Failure by the contractor to reopen the lane by the times specified will result in damages assessed in accordance with Section 108.08 of this contract.

Construction Days are restricted due to the Project being near a school, a church, or a synagogue on:

- 1st day of school
- Jewish Holidays
- Election Day – check for polling centers, usually in churches, schools, and community centers.

B. TRAFFIC CONTROL PLAN:

A traffic control plan shall be submitted two (2) weeks prior to any work for review and approval by the Owner representative.

C. HOLIDAY WORK:

In addition, at the discretion of the Engineer and/or City personnel, no lane closures, detours, or pacing of traffic will be allowed between the hours of 5:00 AM and 10:00 PM from the day preceding any National Holiday through the first workday after the Holiday.

No work shall be allowed during the following dates due to holidays:

2026 Thanksgiving Day	November 22, 2026 – November 26, 2026 (weekend)
2026 Christmas Day	December 22, 2026 – December 25, 2026 (weekend)
2027 New Year's Day	December 30, 2026 – January 1, 2027 (weekend)
2027 Martin Luther King, Jr. Day	January 13, 2027 – January 15, 2027 (weekend)
2027 President's Day	February 17, 2027 – February 19, 2027 (weekend)
2027 Memorial Day	May 24, 2027 – May 27, 2027 (weekend)
2027 Juneteenth	June 19, 2027
2027 Independence Day	July 3, 2027 – July 7, 2027 (weekend)
2027 Labor Day	August 30, 2027 – September 2, 2027 (weekend)
2027 Columbus Day	October 12, 2027 – October 14, 2027 (weekend)
2027 Veteran's Day	November 11, 2027
2027 Thanksgiving Day	November 27, 2027 – December 1, 2027 (weekend)
2027 Christmas Day	December 23, 2027 – December 29, 2027 (weekend)

D. MAINTENANCE OF TRAFFIC:

The Contractor is required to maintain a minimum of a single lane of traffic throughout the construction project. Temporary closures within a single workday and/or flagging will be allowed only with prior approval of City of Sandy Springs. A minimum 48-hour notice is required for a request for closure. A minimum of a single lane of traffic adequate for emergency services is required to be maintained always when the Contractor is not actively working on site. All traffic control shall conform to GDOT Standard Specification 150 and the MUTCD. Lane closures shall not be allowed during the weekends of the Georgia Tax Free Weekends.

E. MAINTAINING TRAFFIC SIGNALS:

The Contractor shall maintain interconnect to the traffic signals at all times. Failure to maintain interconnect to the traffic signals will result in assessment of non-refundable deductions.

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Section 210 – Grading Complete

In addition to the standard provisions in GDOT Grading Complete Standard 210-0100, Grading Complete shall include the following provisions and their cost:

1. Saw cutting of concrete and asphalt pavement to construct the project.
2. Including but not limited to the removal of asphalt and concrete pavement, the removal of concrete walkways and driveways, the removal of granite, concrete and stone curbing, miscellaneous stone, site materials, including vegetation (trees, stump's, shrubs and ground cover) and other debris removal required to construct the project.
3. The supply and grading of clean, suitable fill and plant top soil material to construct the sidewalk, greenbelt and side slope areas. Clean topsoil to be supplied in greenbelt and side slopes areas at 2" depth. No rock or construction debris can be used to construct fill slopes.
4. The relocation and repair of any irrigation facilities and yard lights damaged during project construction activities.
5. The Contractor shall file & maintain utility locates.
6. The Contractor shall be solely responsible for utility coordination on the project and will provide a contact to the City at the pre-construction conference.
7. The Contractor shall provide independent testing services for the project which will include sub-grade compaction and concrete testing as directed by the Engineer. Documentation will be provided at time of payment request.
8. Trees within the sidewalk area will be pruned to a height of 10 feet minimum or as directed by the Engineer and or the City Arborist. Any trees removal performed during the project will include stump removal or grinding as part of the work. Prior to removal of all landscape vegetation (trees, shrubs and groundcover, the material must be flagged and or marked by the Contractor for removal and then approved by the Engineer.
9. The Contractor must provide a video of the project area before the project begins and after the project is complete. Each video will be provided to the City once it is complete in an acceptable format.
10. The contractor will coordinate with Sandy Springs Traffic/Transportation Unit before removal any traffic signage and striping.
11. The temporary relocation of mailboxes, during construction as stated in above (Special Provisions Section 107.13.F).
12. Adjust sanitary sewer cleanouts to grade.
13. The contractor shall include pine straw per the erosion control plan as final stabilization and shall not be compensated separately. All costs for pine straw shall be accounted for in grading complete.

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Section 890 – Seed and Sod

Retain Section 890 as written and add the following:

890.2.02 SPECIAL CONDITIONS

D. MATERIALS WARRANTY:

4. Sod installation shall include a 2 year warranty.

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Section UC – Utility Conflicts

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

Conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. Refer to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with attention to Subsection 107.21.

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

Information concerning utility facilities known to exist within the project limits, including the list of owners, is shown on the plans.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities.

The Contractor is required to give the utility at least 60 days written notice directing the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.

Under agreements with the City, all local service telephone companies, all Electric Membership Cooperatives and certain other utilities, are liable for delays to construction that is due to the utility's failure to clear conflicts within reasonable time.

In accordance with Subsection 105.06 of the Specifications, the City of Sandy Springs and the Georgia Department of Transportation will not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them.