

**COBB COUNTY
DEPARTMENT OF TRANSPORTATION
ENGINEERING DIVISION**

**Johnson Ferry Rd at Shallowford Rd
Intersection Improvements
Project No. B2437, P.I. No. 0020001
June 22, 2026**

ADDENDUM NO. 5

**REQUEST FOR PROPOSALS/BIDS WILL BE RECEIVED UNTIL
June 25, 2026 – 12:00 Noon Local Time**

The following addendum hereby amends and/or modifies the RFP Documents and Contract Specifications as issued for this project. All Proposers are subject to the provisions of this Addendum. **Proposers shall acknowledge receipt of this addendum.**

Electronic RFP will be received via **Bid Express** at www.bidexpress.com on behalf of the Cobb County Board of Commissioners, **until 12:00 noon, June 25, 2026. NO BIDS WILL BE ACCEPTED AFTER THE 12:00 NOON DEADLINE.** No submitted bid may be withdrawn after the scheduled bid opening for a period of ninety (90) days.

All bids shall be accompanied by an Electronic Bid Bond via Bid Express a Paper Bid Bond, or a Certified Check delivered in a sealed envelope, indicating the project name and project number, to Cobb County Procurement Department, 1828 West Oak Parkway, Marietta, Georgia 30062, BEFORE THE 12:00 NOON DEADLINE.

NOTE: Addenda and plan holder lists will be posted online at the following websites:

Cobb County Procurement Services

<https://www.cobbcounty.gov/procurement-services/bidding-opportunities>

Cobb County DOT

<https://www.cobbcounty.gov/transportation/current-bids-rfps>

Bid Express

www.bidexpress.com

Receipt of addenda must be acknowledged online at www.bidexpress.com. It is the proposers ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal and to utilize the latest bid schedule.

Technical Proposals may be rejected if the requirements are not provided in accordance with the Request for Proposal (RFP). The County reserves the right to determine, at its sole discretion, if the Proposal responses meet the RFP requirements. Cost Proposals may be rejected if any of the Unit Prices are obviously unbalanced. The County will decide whether any unit prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest on the County.

In an effort to meet Title VI requirements, contractors are encouraged to fill out the form in the bid package. This is strictly voluntary. Please place form in a separate envelope and deliver to Cobb County Procurement Department.

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I. QUESTIONS/ANSWERS

- Q. Please provide the current utility agreement status with CCMWA and CCWS, identify any facilities requiring relocation or adjustment, and confirm whether advance utility relocation has been or will be funded by the Owner in accordance with §2.6.
- A. The agreement with CCMWA has been executed. CCWS facility relocations will be part of the project and are identified in the 44-series drawings of the Costing Plans. A revised Form F, adding CCWS Construction items to the SOV, will be available on BidExpress following this addendum.**
- Q. What level of Subsurface Utility Engineering per ASCE 38-22 has been performed during preliminary engineering, and will existing QL-B/QL-A records be made available to Proposers in BidExpress®? If only QL-D or QL-C level information exists, please confirm whether QL-A verification for specific conflict points is included in the Design-Builder's scope.
- A. Subsurface Utility Engineering was not performed as part of preliminary engineering. QL-B/QL-A is in the designer-builder's scope, if the designer-builder deems it necessary. The design-builder assumes all risk for schedule delays or extra costs during construction resulting from unidentified utility conflicts.**
- Q. Please confirm which party (Owner or Design-Builder) is responsible for acquiring temporary construction easements, and whether any of these easements are already secured.
- A. The Owner is responsible for acquiring temporary construction easements. Anticipate that easements will be secured by September 30, 2026.**
- Q. Please identify (a) the current construction status of that adjacent project, (b) the scope boundary between Owner-funded improvements and work performed by the developer, and (c) any sequencing or joint-use requirements that will affect the Design-Builder's construction phasing.
- A. The adjacent development project is currently under construction. No additional scope is anticipated in relation to the adjacent development at this time.**
- Q. Please identify whether any private property owner agreements or Cobb County access management determinations have been issued, and whether the Design-Builder has any obligation for stakeholder coordination beyond standard public outreach.
- A. No private property owner agreements or access management determinations have been issued. No additional stakeholder coordination beyond standard public outreach is required.**
- Q. Please make available the traffic model, synchro files, and projection methodology used in the Bridging Documents so that Proposers can confirm design year volumes and signal timing assumptions.
- A. Signal timing modifications shall be performed by the County, not the Design-Builder.**

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I. QUESTIONS/ANSWERS (continued)

- Q. Please provide (a) the current ROW acquisition plan with parcel numbers, (b) the status of each parcel (offered, under negotiation, certified clear, anticipated condemnation), and (c) the target date by which all necessary ROW will be available to the Design-Builder for construction. How will Owner delay in ROW availability be addressed under the DBA?
- A. Parcel #1 TDE is signed/closed. Parcels #2-5 are still under negotiation. Target date for completion of ROW acquisition is September 30, 2026.**
- Q. Please make available the Safety Analyst / CMF analysis, crash modification factors assumed, and the Highway Safety Improvement Program (HSIP) classification if applicable.
- A. These files will be made available to the selected Design-Builder.**
- Q. Please confirm these allowances are excluded from the bases used in Notes 1, 2, 3, 4, and 5 for SOV constraint calculations.
- A. Allowances are excluded from such notes. Please note that a revised Form F with guidance modifications will be available in BidExpress following this addendum.**
- Q. Kimley-Horn and UES previously completed the required environmental studies and have already received the necessary approvals. Since our proposed work remains within the original project limits & scope, with no anticipated deviations, we would appreciate clarification regarding the environmental documentation requirements. Specifically, do the previously completed environmental studies simply need to be reviewed and reevaluated, or must they be re-certified and reapproved through the State? We are seeking clarification on this matter because any required State-level recertification or reapproval process could potentially take several months to complete. Alternatively, if new environmental approvals are required, would those activities need to be completed within the 180-calendar-day period following the issuance of the NTP?
- A. The previously accepted environmental document will need to be re-evaluated by the Design-Build team if there are any significant changes which deviate from the original document. These changes can include changes in ROW, easement, or construction limits within Environmentally Sensitive Areas (ESAs), extensions of project limits, changes to the Environmental Survey Boundary (ESB), changes to drainage structures in ESAs, changes to the edge of pavement, addition of traffic signals, auxiliary lanes, or passing lanes. Re-evaluation would include review and approval by the GDOT Office of Environmental Services (OES). Any significant changes would require additional documentation and coordination with GDOT, as well as possible coordination and permitting with other state and/or federal agencies.**

Additionally, if no changes are made, a no-change reevaluation may be required prior to construction.

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- Q. Are there on-the-job training requirements for this project?
- A. **On-The-Job Training will only be required if the Proposal Price exceeds \$4M. Additional information for On-The-Job Training Program requirements will be available on BidExpress following this addendum (Special Provision 158).**
- Q. Are proposers required to form new entities in order to submit a proposal since a submission is required for either B.2.1.17 or B.2.1.18?
- A. **No, Proposers are not required to create a Joint Venture or Partnership Consortium for the purpose of submitting a proposal. The upload locations for B.2.1.17/B.2.1.18, as well as B.2.2/B.2.3, have been altered to optional. However, all Proposers who do intend to form a Joint Venture or Partnership Consortium for this project shall be required to submit documentation in accordance with the requirements of the ITP.**



Gabriel Colon Vega
Construction Manager

GCV/WCK/jan

cc: *Electronic copies:*

Cobb County Procurement
Andrew Raessler, CCDOT
Michael Francis CCDOT, Engineering
Brook Martin, CCDOT, Operations
Russ Ford, CCDOT, Traffic Engineering
Karyn Matthews, CCDOT Engineering
Project File

Wade Kelly, CCDOT Construction
Dyan Merced, CCDOT Engineering
Denise Hatabian, CCDOT, Construction
Abigail LaHaie, CCDOT, Construction
David Muller, CCDOT Utility Coordinator
Ginny Mauldin, CCDOT Utility Coordinator

*Attachments: Form F-Design-Build Price Proposal
Special Provision Section 158-Training Program*

FORM F

Design-Build Price Proposal

Proposer Name: _____

The Proposer shall complete the required fields of Section A below. See Exhibit D for additional explanation and requirements.

The Proposer shall indicate its proposed Contract Sum on this Form F.

A. Proposal Schedule of Values (or Proposal SOV)

All items shall be provided as “lump sum” amounts. If there are any differences between the sum of the individual line amounts and totals, the individual line amounts will prevail.

Proposers are advised to note that the form of this Form F *is three pages long* and total and subtotal *calculations must conform and must take into account the constraints identified in the notes at the end of the form itself*

SOV Line Item Description	Scheduled Value
A. GENERAL	
1. Insurance & Bonds	\$
2. Project Office Facilities, Equipment, and Supplies	\$
3. General Conditions and Administration	
a. Project Management and Coordination	\$
b. Home Office Overhead & Support	\$
c. Project Management Plan (see Note 6)	\$
d. Project Schedule and SOV	\$
e. Project Reporting	\$
f. Public Information and Communications	\$
4. Design-Builder-Led Environmental Permit Approval Services	\$
5. Environmental Mitigation Costs	\$
6. Design-Builder Quality Management	\$
7. Mobilization (see Note 1)	\$
Subtotal A. GENERAL (see Note 2)	\$
B. DESIGN SERVICES	
1. Engineering Design Services & Support	
a. Design Documents (excluding Record Design Documents)	\$
b. Design-Builder Support to Provided Environmental Approval Reevaluation	\$
c. ROW Acquisition Services	\$0
d. Utility Design	\$
Sub-Subtotal B.1. Engineering Design Services & Support (see Note 3)	\$
2. Design Support During Construction & Record Design Documents (see Note 4)	\$
Subtotal B. DESIGN SERVICES	\$
C. DOT CONSTRUCTION	
1. Construction Cost and Support (see Note 7)	
a. Earthwork	\$
b. Paving	\$
c. Subgrade	\$
d. Barrier & Roadside Treatment	\$0
e. Noise Barrier	\$0
f. Structural Walls	\$0
g. Bridges	\$0
h. Removal & Demo	\$
i. Pavement Markings	\$
j. Overhead Sign Structures	\$
k. Lighting	\$
l. Traffic Signals	\$
m. ITS Infrastructure	\$
n. Drainage	\$
o. Erosion Control	\$
p. Landscaping	\$
q. Signage	\$
r. Maintenance During Construction	\$
s. Traffic Control	\$

t. Utility Adjustment Work (construction only)	\$
u. Railroad Coordination	\$0
Subtotal C. DOT CONSTRUCTION	\$
D. CCWS CONSTRUCTION	
1. Construction Cost and Support (see Note 7)	
a. Asphalt Paving Trench Patch	\$
b. Adjust Existing Valve Box to Grade – In Pavement	\$
c. Adjust Existing Manhole to Grade	\$
d. 6-inch Ductile Iron SJ 350 Water Main	\$
e. 8-inch Ductile Iron SJ 350 Water Main	\$
f. 8-inch Ductile Iron SJ 350 WM Extra Depth (0'-4')	\$
g. 6-inch Wedge Action Retainer Glands	\$
h. 8-inch Misc. MJ Fittings	\$
i. 8-inch Wedge Action Retainer Glands	\$
j. Vertical Fire Hydrant Extension	\$
k. Horizontal Fire Hydrant Extension	\$
l. Connect to Existing 8-inch Water Main – Cut-in	\$
m. Relocate Existing 1-inch Water Meter	\$
n. Identify Existing Service Line material(s) – Both Sides of Meter	\$
o. Abandon Existing 8-Inch Water Main – In Place	\$
Subtotal D. CCWS CONSTRUCTION	\$
CONTRACT SUBTOTAL (Subtotal A. GENERAL + Subtotal B. DESIGN SERVICES + Subtotal C. DOT CONSTRUCTION + Subtotal D. CCWS CONSTRUCTION)	\$
E. CLOSEOUT PROCEDURES: Punch List, Final Close-out, and Demobilization (see Note 5)	\$
F. FIXED-COST ALLOWANCES (See Note 8)	
Owner's Construction Allowance	\$100,000.00
Owner's Field Engineer Office Allowance	\$100,000.00
CCWS Utility Allowance	\$ 30,000.00
Subtotal F. FIXED-COST ALLOWANCES	\$230,000.00
Contract Sum (CONTRACT SUBTOTAL + E.CLOSEOUT PROCEDURES + Subtotal F. FIXED-COST ALLOWANCES)	\$
NOTES	
1. "A.7. Mobilization" value shall include miscellaneous startup activities and expenditures not otherwise captured in the other SOV Line Items. Value shall not exceed 2.5% of the sum of the "Subtotal C. DOT CONSTRUCTION" plus "Subtotal D. CCWS CONSTRUCTION" plus "Sub-Subtotal B.1 Engineering Design Services & Support" values.	
2. "Subtotal A. GENERAL" value shall not exceed 25% of "CONTRACT SUBTOTAL" value.(Excludes Allowances)	
3. "Sub-Subtotal B.1. Engineering Design Services & Support" value shall not exceed 10% of "CONTRACT SUBTOTAL" value. (Excludes Allowances)	
4. "B.2. Design Support During Construction & Record Design Documents" value shall not be less than 2.0% of "CONTRACT SUBTOTAL" value.	
5. "E. CLOSEOUT PROCEDURES: Punch List, Final Close-out, and Demobilization" shall not be less than 1.0% and no more than 3.0% of the sum of the "Subtotal C. DOT CONSTRUCTION" plus "Subtotal D. CCWS CONSTRUCTION" plus "B.2. Design Support During Construction & Record Design Documents" values.	
6. "A.3.c. Project Management Plan" value shall include the price for <u>all</u> Submittals required by TP <u>Section 2.3</u> (Project Management Plan) including all required component Submittals, versions, and updates, such as the Basis of D&C (which includes the Schematic Plan of Project).	

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| 7. Scheduled Values notated with \$0 by are not anticipated to have any scope on the Project. Proposer shall verify and update accordingly with any identified Scheduled Values. |
| 8. Fixed-Cost Allowances amounts are set by Owner, and not subject to Design-Builder modification. |

BY SIGNATURE BELOW AND SUBMITTAL OF THIS FORM F WITH THE PROPOSAL SCHEDULE, THE PROPOSER HEREBY CERTIFIES IT HAS REVIEWED ITS PROPOSAL SCHEDULE AND ALL SUBCONTRACTOR AND VENDOR INFORMATION FOR THE PROJECT AND THAT ALL WORK, INCLUDING EARLY PORTIONS OF THE WORK, CAN BE COMPLETED WITHIN THE MILESTONE DEADLINES, INCLUDING ANY INTERIM COMPLETION DEADLINES, THE SUBSTANTIAL COMPLETION DEADLINE AND THE FINAL ACCEPTANCE DEADLINE, AND FOR THE CONTRACT SUM INDICATED ON THIS PROPOSAL FORM F.

Date:

Signature:

Design-Build Team:

**DEPARTMENT OF TRANSPORTATION
COBB COUNTY**

SPECIAL PROVISION

**Project No. B2437
P.I. No. 0020001**

Johnson Ferry Road at Shallowford Road Intersection Improvements

Section 158 – Training Program

158.1 General Description

In the event that Design-Builder's Proposal exceed \$4,000,000.00, the Design-Builder's Equal Employment Opportunity Program shall include on-the-job training ("OJT") aimed at fully qualifying trainees in the trade or job classification involved.

The Design-Builder shall provide training according to the approved training program and the contract provisions. Design-Builder shall seek to provide at least 1 trainee for every \$4,000,000 in estimated construction costs.

The Design-Builder should furnish training in the different phases of the approved program. The Office of Equal Opportunity is responsible for administering and monitoring the Federal-Aid Training Program. For more information, please see Subsection 107.05 of the GDOT Standard Specifications.

The Design-Builder shall submit its proposed On-the-Job Training Program and trainee utilization plan directly to the Cobb DOT Construction Engineer within 30 days of the NTP3 date. The Construction Engineer, or his designee, will perform a preliminary compliance review. Upon internal clearance, the Construction Engineer will formally transmit the program to the GDOT Area Project Manager and/or GDOT Office of Equal Opportunity for final state/federal concurrence. The Design-Builder shall not communicate directly with GDOT regarding this program unless otherwise directed by Cobb DOT.

158.1.01 Definitions

General Provisions 101 through 150.

For the purposes of this Agreement, all references to 'Department,' 'Engineer,' 'GDOT,' or 'State EEO Officer' contained within GDOT Standard Specification Section 158 and the Georgia On-The-Job Training Program Manual shall mean Cobb DOT or its Construction Engineer. Where ultimate federal approval or regulatory concurrence is required by law, Cobb DOT shall act as the sole liaison between the Design-Builder and the Georgia Department of Transportation (GDOT)/State Office of Equal Opportunity.

158.1.02 Related References

A. Standard Specifications

[Section 107 – Legal Regulations and Responsibility to the Public](#)

[Section 158 – Training Program](#)

B. Referenced Documents

Approved training programs are contained in the Georgia On-The-Job Training Program Manual.

Inspection and reporting requirements for Federal-Aid Highway Construction Contract Training are outlined in Transmittal 1 of the FHWA Federal-Aid Policy Guide.

158.1.03 Submittals

A. Proposed Program

Design-Builder shall develop an OJT Plan in accordance with the Georgia On-The-Job Training Program Manual while also maintaining compliance with applicable laws.

The Design-Builder has 30 days from the NTP3 date to submit an acceptable training program to the Cobb DOT Construction Engineer. Failure to submit an acceptable training program, as determined by the Construction Engineer will result in the withholding of all progress payments, until one is submitted.

The Cobb DOT Construction Engineer will approve the Training Program and will forward the plan to the GDOT Office of Equal Opportunity for further processing.

B. Proposed Participants and Periodic Reports

The following reports are required for Federal Training Programs:

1. Enrollment and Termination Trainee Reports (Form FHWA-1409)

The Design-Builder shall complete form FHWA 1409 through Item 10, for submission to Cobb DOT. Selected Trainees should initial this form in the appropriate place. Cobb DOT will send a letter of approval or denial to the Design-Builder, following the necessary review and approvals by GDOT Office of Equal Opportunity

Cobb DOT's transmittal of the approval signals the beginning of training and a copy of said approval should be filed in the Design-Builder's records.

2. Monthly Report (Form FHWA-1409)

The Design-Builder shall provide copies of this completed report for each active trainee, with updated records as applicable, to the Construction Engineer when submitting an Application for Payment.

3. Termination/Transfer/Graduation Report (Form FHWA-1409)

Upon a trainee's termination, transfer, or graduation, the Design-Builder shall complete the form. The form should include the hours of training for the current half-year and contain the total hours of training the trainee completed. Submit to Cobb DOT for further processing and/or approval(s).

The Construction Engineer will use this report as the Semi-Annual Report to support payment for the specified trainee. The records supporting payment for training hours shall be audited as any other Pay Item in the Contract.

158.2 Materials

158.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

158.3 Construction Requirements

158.3.01 Personnel

Design-Builder shall prepare an OJT Plan in accordance with the requirements of this Special Provision describing Design-Builder's approach to train minorities, females, and Disadvantaged Persons in highway construction classifications, by fostering equal training opportunities for minorities, females, and Disadvantaged Persons on highway construction projects.

A Disadvantaged Person is a person from a family whose total annual household income is below the limits listed at 125% of the current published "Federal Poverty Level" (or "FPL") in Municipal Planning Organization counties (found, as of the Effective Date, at <http://www.gampo.org/members.html>) and 100% of the FPL in all other counties, as defined by the Georgia Department of Community Health (found, as of the Effective Date, at <https://dch.georgia.gov/federal-poverty-guidelines-0>).

A. Types of Trainees in Attendance

- 1. Construction Crafts.** Provide training in the construction crafts. Training may also be provided for lower-level management positions if training is oriented toward construction applications such as office engineers, estimators, time-keepers, etc.

2. Laborers. Training may be provided in the laborer classification if the training is meaningful and if significance is proven and approved by the Division Office.

3. Clerks and Secretaries. Do not provide training for clerk-typists or secretarial-type positions.

4. Minorities and Women. Conduct systematic and direct recruitment through public and private sources likely to yield minority and women trainees. Recruit minorities and women within a reasonable area of recruitment.

Demonstrate the steps taken to recruit minorities and women for training to comply with this Specification. This training commitment is not intended to nor will it be used to discriminate against any applicant for training, whether or not the applicant is a member of a minority group.

An employee who completes a training course or is employed as a journeyman cannot receive training in that area of expertise. Satisfy this requirement by including questions in the employee application or by using other means to disclose the trainee's status. Keep records of the findings of each case. Some off-site training is permissible provided the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

B. Recruitment and Training

- 1) Design-Builder shall provide the following types of training for trainees:
 - a) construction crafts, including lower-level management positions if training is oriented toward construction applications such as office engineers, estimators, time-keepers, etc.; and
 - b) laborers to the extent the training is meaningful and if significance is proven and accepted by Cobb DOT.
- 2) Design-Builder shall also conduct systematic and direct recruitment through public and private sources likely to yield minority and women trainees in a reasonable area of recruitment.
- 3) Design-Builder shall only consider applicants meeting the following criteria:
 - a) the applicant must be a minimum of 18 years of age;
 - b) the applicant cannot be a current college student on a seasonal break from classes and use the on-the-job training as a summer employment opportunity; and
 - c) no applicant will be accepted as a trainee in any classification for which the applicant has successfully completed a course leading to journey worker status or in which the applicant has been gainfully employed.
- 4) Design-Builder shall ensure that a trainee begins training on the Project as soon as feasible after the work that uses the trained skill has begun. Design-Builder should ensure the trainee remains on the Project as long as training opportunities exist in the work classification or until the trainee has completed the training program.
- 5) Design-Builder must submit all required Federal forms for proposed trainees along with acknowledgment letters signed by the trainee entering the OJT program. Design-Builder shall sign forms, as required, and obtain Cobb DOT's acceptance and signature.
- 6) Design-Builder acknowledges and agrees that only training job classifications approved by GDOT with FHWA concurrence, the U.S. Department of Labor, its agencies, the Bureau of Apprenticeship and Training, or by a state apprenticeship agency or council recognized by the U.S. Department of Labor may be used to fulfill training requirements
- 7) Design-Builder may not assign any portion of the training requirements established herein to a subcontractor without the prior acceptance of Cobb DOT and the written approval of the relevant subcontractor.

158.3.02 Equipment

General Provisions 101 through 150.

158.3.03 Preparation

A. Trainee Notification

1. Design-Builder, prior to the start of training, shall provide written notice to each individual to be trained under Design-Builder's training program of that individual's designation as a trainee, the training program and classification under which training will be provided, the length of the training program, and the hourly wage rate to be paid to the trainee.

2. Each month, while enrolled in the training program, Design-Builder shall inform the trainees of the number of hours they have accumulated in the training program.
3. Upon graduation, each trainee should be issued a permanent certification designating the bearer as a graduate journey person of the appropriate training program.

158.3.04 Fabrication

General Provisions 101 through 150.

158.3.05 Construction

Design-Builder shall implement the approved OJT Plan in accordance with the Georgia On-The-Job Training Program Manual, while also maintaining compliance with applicable laws. The Georgia On-The-Job Training Program Manual shall serve as the primary governing reference material for how work is expected to be performed under this requirement.

158.3.06 Quality Acceptance

The selected training program approved by the Georgia Department of Transportation and the Federal Highway Administration establishes the minimum length and type of training for each classification. The Department and the Federal Highway Administration will approve a program if it is calculated to meet Equal Employment Opportunity obligations and qualify the average trainee for journeyman status in a classification by the end of the training period.

Acceptable apprenticeship programs include:

- Programs registered with U.S. Department of Labor
- Programs registered with the Bureau of Apprenticeship and Training
- Programs registered with a State apprenticeship agency recognized by the Bureau
- Training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training if administered in a manner consistent with the Equal Employment obligations of Federal-Aid highway construction contracts

158.3.07 Design-Builder Warranty and Maintenance

The Design-Builder shall maintain proper records of each trainee's training and wages. The Prime Design-Builder is responsible for maintaining records (such as FHWA-1409) even if training slots have been delegated to an approved Subcontractor.

158.4 Measurement

Except as otherwise noted in Subsection 158.4.01, Limits, the Design-Builder will receive credit for every employee trained in an approved training program on this Contract

The Design-Builder will be not receive any credit under any one of these conditions:

- Failure to provide an acceptable training program to the Department within 30 days after the NTP3 date;
- The Design-Builder fails to provide the required training;
- The trainee fails to be hired as a journeyman at the fault of the Design-Builder;
- The Design-Builder fails to show good faith to meet the requirements of this Training Specification.

A. Training Credit

- a. Credit for off-site training may be made only if trainees are concurrently employed on the Project and Design-Builder does one or more of the following:
 - i. contributes to the cost of the training; and/or
 - ii. provides instruction to the trainee or pays the trainee's wages during the off-site training.
- b. Design-Builder shall notify Cobb DOT when a trainee is terminated in accordance with the Georgia On-The-Job Training Program Manual
- c. Design-Builder should not earn any credit toward the OJT Goal for any trainee that is terminated or leaves the Project prior to completing the training program.

158.4.01 Limits

The Design-Builder is credited for each trainee that is employed on the Contract Work and that is currently enrolled or becomes enrolled in an approved program.

1. The Design-Builder may receive credit for off-site training only if trainees are concurrently employed on a Federal-aid project and the Design-Builder does one or more of the following:
 - Contributes to the cost of the training
 - Provides instruction to the trainee or pays the trainee's wages during the off-site training
2. The Design-Builder provides acceptable training to the number of trainees specified on the Contract.
3. A trainee begins training on the project as soon as feasible after the work that uses the trained skill has begun.
4. The trainee remains on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. Trainees do not need to be employed for the entire length of the Contract.
5. Design-Builder shall pay trainees in accordance with the following:
 - a) trainees are paid not less than 60% of the appropriate minimum journeyman's rate specified for the first half of the training period, 75% for the third quarter of the training period, and 90% for the last quarter of the training period; or
 - b) if trainees in an approved existing program are enrolled as trainees in the same classification on this Project, the appropriate rates approved by the Departments of Labor or Transportation for the existing program shall apply to the trainees; and
 - c) if applicable, attach a copy of SF 1444 Additional Wage classification and supporting documentation.
6. Design-Builder shall be compliant with all United States labor laws.

If apprentices or trainees in an approved existing program are enrolled as trainees in the same classification on this Project, the appropriate rates approved by the Departments of Labor or Transportation for the existing program shall apply to the trainees.

158.6 Failure to Comply

Any notice of non-compliance, intent to assess Nonrefundable Deductions (NRDs), or withholding of progress payments for failure to meet the OJT requirements shall be issued directly by Cobb DOT. While GDOT may recommend or trigger these enforcement actions during routine audits, all formal contractual notices and cure periods will originate from and be processed through Cobb DOT.

158.6.01 Notice of Non-Compliance, Cure Periods, and Contractual Remedies

- A. **Notice of Non-Compliance:** In the event of non-compliance with the project OJT requirements, Cobb DOT shall issue a formal written notice identifying the specific deficiencies and the applicable timeframe to cure them. This notification serves as the official warning for the assessment of Non-Refundable Deductions, which shall commence automatically upon the expiration of the specified cure period if the deficiency remains uncured. A copy of all notices will be provided to the GDOT Project Manager.
 1. **Initial OJT Plan Submission (30-Day Miss):** A formal Notice of Non-Compliance issued at Day 30 triggers the immediate withholding of progress payments and establishes a 15-day Cure Period prior to commencement of Nonrefundable Deductions. This single notice satisfies all Owner notification requirements necessary to trigger the automatic escalation to Nonrefundable Deductions on Day 46 if no initial program is received.
 - a. **OJT Plan Re-submissions (Rejections):** The formal letter of rejection serves as the sole contract notice required to start the 30-day Cure Period. Nonrefundable Deductions shall automatically commence upon the expiration of the Cure Period without the requirement of a separate Notice of Non-Compliance.
 2. **Administrative Deficiencies:** No formal Notice of Non-Compliance shall be issued upon a failure to submit required records (e.g., trainee registration forms or certified payrolls) within the required timeframe. Failure to provide required records may result in withholding of progress payments.
 3. **Operational Deficiencies:** A formal Notice of Non-Compliance shall be issued if the contractor falls more than twenty percent (20%) behind its scheduled monthly cumulative milestones, fails to

maintain mandatory trainee-to-journeyman ratios, or violates field training rules, initiating a ten (10) day Operational Cure Period. Nonrefundable Deductions shall commence following expiration of the cure period.

- a. There may be situations beyond the contractor's control whereby a trainee may not accrue the required hours indicated in the training program. In those cases, a contractor must request a Good Faith Effort determination. The contractor must provide a detailed explanation. The explanation must be reasonable and supported by facts. The key to good faith is communicating with Cobb DOT immediately when a problem is recognized by the Contractor.

158.6.02 Failure to Cure and Assessment of Nonrefundable Deductions

- Failure to submit a proposed training program within 30 days of NTP3 will result in the withholding of all progress payments until an initial program submission has been received by Cobb DOT. If an initial program is not submitted within 45 days of NTP3, or if a rejected program is not re-submitted within 30 days of a notice of rejection, the deficiency shall automatically convert to a Non-Compliance Event. Nonrefundable Deductions shall accrue at the rates established in the table below; provided, however, that no deductions shall accrue and no timelines shall run while a submitted program is under review.
- Upon physical completion of the contract, the project will undergo a final closeout audit to verify total accrued training hours, and any remaining shortage in the mandatory OJT requirement - excluding any hours formally mitigated by an approved Good Faith Effort determination - will trigger an immediate lump-sum deduction as specified in the table below. No Notice of Non-Compliance will be associated with this deduction.
- If the Design-Builder's failure to comply with the OJT requirement results in GDOT withholding federal-aid funds or assessing financial sanctions against Cobb County, Cobb DOT shall withhold an equivalent cash amount from the Contractor's progress payments or permanently deduct the sum from the contract value as an NRD. If sufficient earnings are not available on the subsequent progress statement, the Design-Builder agrees to allow Cobb County to recover the monies from any other Contract he may have with the County, or to otherwise reimburse the Cobb County.

Nonrefundable Deductions for On-The-Job Training Program Deficiencies		
Non-Compliance Event	Rate of Accrual	Deduction
If the contractor fails to submit an acceptable OJT Training Program within 45 days of the NTP3 date, Owner shall assess a nonrefundable deduction, to be levied immediately against the contract value until an acceptable program is approved by the Owner. This deduction is permanent and non-refundable.	per calendar day	\$1,000.00
If an Operational Cure Period expires without an approved Recovery Plan or without the contractor meeting the metrics of said plan, Cobb DOT shall assess a nonrefundable deduction, to be levied immediately against the contract value until the OJT violation is fully remedied. This deduction is permanent and non-refundable.	per calendar day	\$750.00
If, upon physical completion of the project, the Contractor has failed to achieve the mandatory OJT hourly requirement established in the Contract, and cannot provide "Good Faith Effort" documentation acceptable to both the Owner, the Georgia Department of Transportation (GDOT) and/or Federal Highway Administration (FHWA), a nonrefundable deduction shall be permanently assessed against the final invoice.	Lump Sum, per unfulfilled hour	\$100.00

FORM 1409

INSTRUCTIONS: This report is to be completed by the contractor semiannually for each individual employed on this contract (including any subcontractors under it who has received training during the reporting period under the training special provision (attachment 2 FHPM 6-4-1.2)). The report is to be submitted by the 20th of the month following the reporting period. (July 20, and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Cobb County Department of Transportation (Cobb DOT).

1. NAME OF DESIGN-BUILDER		1a. ADDRESS	
2. NAME OF TRAINEE		2a. SEX <input type="checkbox"/> M <input type="checkbox"/> F	2b. ADDRESS (cont).
3. AGE OF TRAINEE	4. SOCIAL SECURITY NUMBER xxx-xx-_____		5. EMPLOYEE STATUS (CHECK ONE) <input type="checkbox"/> NEW HIRE <input type="checkbox"/> UP-GRADE

6. ETHNIC GROUP DESIGNATION (CHECK ONE)
 AFRICAN AMERICAN ASIAN SPANISH AMERICAN AMERICAN INDIAN OTHER

7. SUMMARY OF PREVIOUS TRAINING: (ENTER AMOUNT AND TYPE OF TRAINING RECEIVED BY TRAINEE ON OTHER CONTRACTS UNDER APPROVED TRAINING PROGRAMS).

_____ HOURS COMPLETED TOWARD _____ HOURS REQUIRED IN TRAINING PROGRAM FOR: _____	PERSONS IN HOUSEHOLD: _____ TOTAL HOUSEHOLD INCOME: _____
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8. JOB CLASSIFICATION OF TRAINEE	9. DATE TRAINING STARTED ON THIS CONTRACT:	TYPE OF ON THE JOB TRAINING: (CHECK ONE) <input type="checkbox"/> APPRENTICESHIP <input type="checkbox"/> OTHER
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REPORTING PERIODS

INSTRUCTIONS: One vertical column is to be completed for each succeeding reporting period and the form submitted. Enter June 30, Dec. 31 as applicable in columns a through h below.

HOURS OF TRAINING DATA		A	B	C	D	E	F	G	H
		20____	20____	20____	20____	20____	20____	20____	20____
11.	PROVIDED DURING REPORT PERIOD								
12.	PROVIDED TO DATE								
13.	REMAINING TO COMPLETE THE APPROVED PROGRAM								

14. TERMINATION
(IF TRAINING WAS TERMINATED PRIOR TO COMPLETION OF APPROVED PROGRAM EXPLAIN REASON FOR TERMINATION)
EFFECTIVE DATE: _____

(CHECK APPROPRIATE)

<input type="checkbox"/> 1. FULL COURSE	<input type="checkbox"/> 5. VOLUNTARILY DROPPED
<input type="checkbox"/> 2. EARLY COMPLETION	<input type="checkbox"/> 6. TRANSFERRED TO OTHER TRAINING PROGRAM
<input type="checkbox"/> 3. ACCEPTED FULL-TIME JOB	<input type="checkbox"/> 7. TRANSFERRED TO OTHER PROJECT
<input type="checkbox"/> 4. INVOLUNTARILY DROPPED	

15. REPORT PREPARED BY (SIGNATURE AND TITLE OF DESIGN-BUILDER'S REPRESENTATIVE)	15a. DATE
(SIGNATURE) _____ (TITLE)	
16. REPORT REVIEWED BY (SIGNATURE AND TITLE OF COBB DOT OFFICIAL)	16a. DATE
(SIGNATURE) _____ (TITLE)	