

Request for Bid No. 17-013
LMIG 16
PEACH COUNTY
GEORGIA
Peach County Road Traffic Striping and Marking

PURPOSE:

The PEACH COUNTY BOARD OF COMMISSIONERS is soliciting sealed bids from qualified companies to provide road striping and marking construction services. Bids will be received in the Peach County Board of Commissioners Office, 410 Old Macon Road Fort Valley, Georgia 30130, until March 28, 2017 2:30 p.m. local time. Bids will be opened in public without discussion March 28, 2017 @ 3:15 p.m. at the Peach County Board of Commissioners meeting room, 213 Persons Street, Fort Valley, GA 31030. Bid price amounts will not be made public until the winning bid has been accepted by the Board of Commissioners.

INTENT:

The Peach County Board of Commissioners intends to award a contract to one who has extensive experience in this field. The bids will be evaluated on:

- Unit Costs
- Company Organization and History
- Schedule
- Similar Work
- Past Work History With Peach County
- References
- Peach County Business Location

ADDITIONAL INFORMATION / ADDENDA

The County reserves the right to amend this Request for Bid (RFB). Any changes to the RFB will be communicated via Peach County web site. It is the bidders' responsibility to check for any addendum issued for this RFB prior to submitting the bid.

In the event additional information is required, all inquiries must be submitted in writing to Clarice Davis, Purchasing Manager, 213 Persons Street, Fort Valley, GA 31030, by fax at (478)825-2678, or via email Clarice.Davis@peachcounty.net.

Any questions must be received three (3) business days prior to the RFB closing to allow ample time to post any addendum or changes if necessary.

The County will recognize only communications which are in writing and signed. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of an addendum is the only official method whereby interpretation, clarification, or additional information can be given.

Bid SUBMITTAL

Bids shall clearly indicate the legal name, address, e-mail address, and business telephone number of the Contractor (company, firm, partnership, or individual). All expenses for making

this bid to Peach County are to be borne by the Contractor. Peach County reserves the right to retain all bids submitted and to use any ideas in a bid, regardless of whether that bid is selected.

One (1) original bid and Two (2) copies of the bid response shall be submitted in one sealed package, clearly marked on the outside "RFB # 17-013, "Peach County Road Traffic Striping and Marking", and addressed to:

Peach County Board of Commissioners
Attn: Clarice Davis
410 Old Macon Road
Fort Valley, Georgia 31030

All terms in this bid shall remain valid for a period of not less than Sixty (60) days from the date of the RFB opening.

Failure to submit any required data item or inaccurate responses may be cause for rejection.

BID INFORMATION REQUIRED: Failure to include any information may be ample cause for rejection of the bid as non-responsive.

1. Please provide the name, title, address, telephone No., e-mail address, and fax number of the individual(s) responsible for responding to this bid.
2. Summarize or outline any work performed for Peach County and throughout middle Georgia.
3. Provide a schedule that represents the length of time to complete delivery of materials, equipment, and/or the length of time to construct, install or service the materials or equipment.

SCOPE OF SERVICES

This project includes the construction of new centerline and edge traffic striping, thermoplastic stop bars, and the installation of raised pavement markers on existing paved roads throughout Peach County, GA in accordance with all specifications in the bid request.

PRE-BID MEETING

A Pre-Bid meeting will be conducted at the Peach County Board of Commissioners meeting room 213 Persons Street Fort Valley, GA 31030 at 10:00 AM on March 23, 2017 to discuss the project. Attendance is not required for contractors to submit a bid, but is recommended.

INSURANCE REQUIREMENTS

The Contractor shall be responsible for their work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work. The Contractor shall, during the continuance of all work under the Contract, provide the following:

- A. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$500,000.00 each accident, each disease to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or subcontractor, including any and all liability or

damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

B. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

C. The Contractor agrees to maintain Business Auto Liability insurance in an amount of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 Policy Limit to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation of automobiles or vehicles.

Contractor shall notify the Owner, in writing, thirty (30) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the Owner.

Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Further, the Contractor shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the Owner from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on the job responsibilities as to the control of persons directly employed by it and of the subcontractor and any persons employed by the subcontractor.

The Contractor and all subcontractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.

SPECIFICATIONS:

1.0 GENERAL:

- 1.1 All bids must make provision to meet or exceed the requirements contained herein for:
- installation of centerline and edge striping on existing paved roads
 - installation of raised pavement markers on existing paved roads

2.0 WORK

2.1 The Scope of Work will include, but not be limited to, all labor, field layouts, plants, materials and equipment required by or inferred from drawings and specifications to complete construction of new centerline and edge traffic striping, thermoplastic stop bars, and the installation of raised pavement markers and accessories on existing paved roads throughout Peach County, GA.

2.2 All work, methods, equipment, materials, submittals and testing will conform to attached drawings and specifications and any requirements of utility owners, local or state building officials, and local or state fire officials.

2.3 All work, methods, equipment, materials, submittals and testing will conform to the requirements of Georgia Department of Transportation Specifications:

- Section 652 Painting Traffic Stripe (Exhibit 3)
- Section 654 Raised Pavement Markers (Exhibit 4)
- Section 656 Removal of Pavement Markings (Exhibit 5)
- Section 657 Preformed Plastic Pavement Markings (Exhibit 6)
- Section 659 Hot Applied Preformed Plastic Pavement Markings (Exhibit 7)
- Section 870 Paint (Exhibit 8)
- Section 919 Raised Pavement Markers (Exhibit 9)

Any applicable GDOT specification(s) covering work associated with this project shall be adhered to whether printed in this RFB or not. GDOT specifications may be found at <http://www.dot.ga.gov/PS/Business/Source/Specifications>.

2.4 All stop bars shall conform to GDOT specification Section 657 Preformed Plastic Pavement Markings type PA, or GDOT specification Section 659-Hot Applied Preformed Plastic Pavement Markings.

2.5 All traffic striping and pavement markings shall meet all requirements the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) 2009 addition. No changes to the location of passing zones shall be done without the written approval of the Engineer.

2.6 Traffic Control: Contractor shall perform all traffic control in accordance with the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) 2009 addition.

2.6.1 Mobile Operations: When pavement markings (centerlines, lane lines, and edge lines) are applied in a continuous operation by moving vehicles and equipment, the following minimum equipment and warning devices shall be required. These devices and equipment are in addition to the minimum requirements of the MUTCD.

1. All Vehicles: All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two flashing or rotating

beacons visible in all directions. All protection vehicles shall have an arrow panel mounted on the rear. All vehicles requiring an arrow panel shall have, as a minimum, a Type B panel. All vehicle mounted signs shall be mounted with the bottom of the sign a minimum height of forty-eight inches (48") above the pavement. All sign legends shall be covered or removed from view when work is not in progress.

2. Lead Vehicle: The lead vehicle may be a separate vehicle or the work vehicle applying the pavement markings may be used as the lead vehicle. The lead vehicle shall have an arrow panel mounted so that the panel is easily visible to oncoming (approaching) traffic. The arrow panel should typically operate in the caution mode.

3. Work Vehicle: The work vehicle(s) applying markings shall have an arrow panel mounted on the rear. The arrow panel should typically operate in the caution mode. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings.

4. Protection Vehicles A protection vehicle may follow the cone work vehicle when the cones are being placed and may follow when the cones are being removed

2.6.2 Flaggers:

1. Flaggers shall be provided as required for traffic control as specified in the Plans or Special Provisions, as required by the Engineer, or as required by MUTCD.

2. All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from one of the following organizations: National Safety Council, Southern Safety Services, Construction Safety Consultants, Ivey Consultants, American Traffic Safety Services Association (ATSSA). Certifications from other agencies will be accepted only if their training program has been approved by any one of the organizations listed above. Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

3. Flaggers shall wear high-visibility. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI class 2 or class 3 standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one thousand (1000) feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person. They shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, as a minimum, be 24" inches square and red or red/orange in color. All apparel shall have reflectorized stripes which meet the requirements of the

MUTCD and ANSI Class 2 or 3. For night work Apparel shall have reflectorized stripes meeting ANSI class 3. Flaggers shall be equipped with 2-way radios and maintain contact with other flaggers and the work crew leader at all times. Flaggers shall not use a mobile phone or smart phone for any reason other than emergencies while conducting flagging operations.

4. Signs for flagger traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

2.6.3 WORKERS IN THE RIGHT-OF-WAY: All workers in Peach County rights-of-ways shall wear high-visibility clothing in compliance with Subsection 2.6.2 (3) of this RFB. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI class 2 or class 3 standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one thousand (1000) feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

2.7 Materials: All traffic striping applied under this Section shall be a minimum four inches in width or as shown in plans and shall conform to the requirements of GDOT Section 652, except as modified herein. Raised pavement markers (RPMs) shall be Type 1 or Type 11 (No mixing of RPM types on any continuous road) and meet the requirements of GDOT Section 654, except as modified herein. Both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgement of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately. All Stop bars shall be twenty-four inches wide thermoplastic in accordance with GDOT Section 657 or 659.

2.8 Installation:

2.8.1 Pavement Markings: Full pattern pavement markings in accordance with GDOT Section 652 and in conformance with MUTCD standards are required on all roadways listed in Exhibit 1. All pavement markings, shall be applied to a clean surface. The Contractor shall furnish the layout and pre-line the roadway surface for the placement of pavement markings.

2.8.2 Removal: Markings no longer applicable shall be removed. THE ELIMINATION OF CONFLICTING PAVEMENT MARKINGS BY OVERPAINTING WITH UNAPPROVED PAINT OR ANY TYPE OF LIQUID ASPHALT IS NOT ACCEPTABLE. Markings shall be removed by methods that will cause minimal damage to the pavement surface while also ensuring that traveling public will not be confused or misdirected by any residual markings. Any damage to the pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. The contractor may propose alternate traffic markings and removal methods. Submitted Bids shall include the type of material, and method of removal. Prior to any approval, the contractor shall field demonstrate to the satisfaction of the Engineer that the proposed traffic markings can be removed without any blemishing of the final surface. If the Bid is determined to be

acceptable, a supplemental agreement will be executed prior to the installation of the proposed alternate traffic markings. The supplemental agreement shall denote the type of traffic marking materials, method of removal and any cost and/or time savings to the Department. The County will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

2.8.3 Raised Pavement Markers: Raised pavement markers (RPMs) are required as listed in exhibit 1. RPMs shall be used and maintained on pavement surfaces as follows:

- a. Lane Lines and Solid Lines 40 foot centers
- b. Double Solid Lines: 40 foot centers (one each beside each line)

2.8.4 Thermoplastic Stop Bars: 24-inch wide thermoplastic stop bars shall be installed at all stop sign controlled intersections on the roads listed in exhibit 1. The stop bars shall be installed on clean surfaces in accordance with the MUTCD.

3.0 QUALITY ASSURANCE:

3.1 Contractor's Qualifications: Contractor is experienced, as determined by Peach County, as one who specializes in work similar to that required for this project within middle Georgia

3.2 Pay Factor Reduction for Asphaltic Concrete Surfaces: When the correction of an error in the layout of the pavement markings requires the surface to be grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable. The proposed method of removal shall have the prior approval of the Engineer. Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance.

4.0 SPECIAL PROVISIONS:

4.1 The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work.

4.2 Contractors must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

4.3 Contractors must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

4.4 The contractor's attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over

project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.

4.5 The successful contractor shall protect all work areas necessary to prevent accidents and insure safe working conditions for employees, work related personnel, and the general public.

4.6 The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., public or private, and shall repair or replace any damage at their own expense.

4.7 Bid Bond: Bidders are required to submit a Bond, Cashier's or Certified Check in the amount of 5% of their total bid price and the BOND MUST BE ATTACHED TO THEIR BID.

4.8 Performance Bond: The Successful Bidder will be required to submit a Performance Bond in the amount of 100% of the Contract Price, and the bond will be held for the life of the contract. The Performance Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of the project.

4.7 Right to Waive and Reject

A. The Board of Commissioners (Board), in its absolute discretion, may reject any bid of a contractor that has failed, in the opinion of the Board, to complete or perform a Peach County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Peach County Purchasing Manager to emphasize this condition to potential contractors.

B. There is no obligation on the part of the County to award the project to the lowest bid price, and the County reserves the right to award the project to a contractor submitting a bid response with a resulting negotiated agreement which is most advantageous and in the best interest of Peach County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Peach County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

C. The Board reserves the right to waive any informalities or reject any and all bids and or bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

D. The Board specifically reserves the right to reject any conditional bid or bid and will normally reject those that made it impossible to determine the true cost of the bid or bid.

4.8 Peach County may make such investigations deemed necessary to determine the ability of the contractor to perform the work and ensure there is no conflict of interest as it relates to the project. The contractor shall furnish to the County any additional information and financial data for the purpose as the County may request. The data may include a detailed and up-to-date list of plant equipment and materials which contractor proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.

4.9 Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed with the amounts extended and totaled. No changes shall be made in the form or in the items mentioned therein. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published RFB.

4.10 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor.

4.11 The Contractor shall coordinate and cooperate fully with other contractors working on-site. The contractor will make all effort to avoid interfering with other contractor work schedules, and work areas.

4.12 All references to "Engineer" in GDOT specifications refers to the Peach County Public Works Director for this project.

AGREEMENT:

Upon acceptance of the winning bid by the Peach County Board of Commissioners, a Contract shall be negotiated and a Purchase Order will be issued with the Notice to Proceed (NTP). The contractor shall be paid upon submission of invoices. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order number. Invoices shall be submitted to:

Peach County Public Works Department
Attention: Paul Schwindler, P.E.
Public Works Director/County Engineer
410 Old Macon Road
Fort Valley, Georgia 31030

No delivery of materials or service shall become due or be accepted until a contract has been signed and the Notice to Proceed (NTP) and purchase order (P.O.) has been issued by Peach County.

INSTRUCTIONS FOR SUBMITTING BIDS

All bids responding to this RFB must submit a completed detailed bid.

Submission of Bids – Sealed bids must be received by the Peach County Public Works Department **BEFORE** March 28, 2017 2:30 p.m. local time. Bids may be mailed or hand delivered to the Peach County Board of Commissioners Office, Attn. Clarice Davis, 213 Persons Street, Fort Valley, Georgia 31030.

Questions and Inquiries – Written questions and inquiries will be accepted from any and all contractors or firms planning on submitting a bid. Inquires pertaining to the RFB must give firm or contractor name, RFB number, title, and acceptance date. Material questions will be answered by addendum that will be posted to the County website and e-mailed to all firms who receive the RFB and provide their contact information to: Ms. Clarice Davis., Clarice - davis@peachcounty.net, provided that all questions are received at least three (3) days in advance of the bid acceptance date.

Addendum and Supplement to Request - If it becomes necessary to revise any part of this RFB, or if additional data are necessary to enable an exact interpretation of provisions of this RFB, an addendum will be issued. It is the responsibility of the party submitting the bid to ensure that they have received all addendums prior to submitting a bid. 'All Addendums will be posted to the County website and e-mailed to all firms who receive the RFB and provide their contact information to: Ms. Clarice Davis., Clarice-davis@peachcounty.net. **All addendums must be initialed and attached to the bid.** Failure to include addendums may be ample cause for rejection of the bid as non-responsive.

Required Copies - Each firm shall submit one (1) original and two (2) copies of their bid to the County's Board of Commissioners Office as indicated in this RFB. The original shall be marked "Original" in red in. The copies must be marked "Copy" in blue ink.

Late Bids - Late bids will be returned to party submitting the bid unopened if the RFB number, acceptance date, and Contractor's return address is shown on the container.

Rights of County - The County reserves the right to accept or reject all or any part of any bid.

Miscellaneous Requirements - The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a bid. All bids shall provide a straightforward, concise delineation of the Contractor's capabilities to satisfy the requirements of this RFB. Emphasis should be on completeness and clarity of content.

Submit the following completed documents with the Bid packages. **Bids not containing the following completed documents may be considered "non-responsive" and may be rejected for consideration:**

- Bid Form (completed and signed) including all Unit Price Schedules
- Bid Bond, Cashier's or Certified check in the amount of 5% of their total Bid Price
- Certification by Contractor, Non-Segregated Facilities (Signed and Dated)
- Certification by Contractor, Drug-Free Workplace Act (Signed and Dated)
- Non-Collusion Affidavit or Prime Contractor (Signed, notarized, and dated)
- Conflict of Interest Certification (Signed and Dated)
- Vendor Information Sheet (Completed, Signed and Dated)
- Form W9 (Taxpayer Identification Number)
- SAVE Affidavit (all contractors, or vendors) (Signed, notarized, and dated)
- Sub-Contractor E-Verify Affidavit (all contractors, subcontractors or vendors that are not sole proprietors with zero employees) (Signed, notarized, and dated)

- Insurance Certificate(s) verifying required insurance:
 - Certificate of Liability Insurance
 - Certificate of Workers Compensation Insurance
 - Certificate of Automobile Liability Insurance
- Sole Proprietor Contractor Affidavit (only contractors or vendors with no employees) (Signed, notarized, and dated)
- Photo Identification (only if vendor or contractor is a Sole Proprietor)(see attached list of acceptable documents)
- Organization and History – Provide those items required in the Organization and History section of this RFB package
- Addendum initialed by Contractor if applicable
- Delivery and Installation Schedule
- Outline Past work history with Peach County

BID SELECTION PROCESS

Following the opening of bids, the following procedure will be used to determine the successful bidder: The County will first eliminate from consideration all bids that are not “responsive” as such term is defined in the General Conditions, and will further eliminate any bid to which the County does not assign an aggregate score of at least 85 under weighted evaluation factors set forth below. The County will deem all remaining bids to be responsive and responsible.

All Contractors responding to this RFB will be evaluated according to the following factors:

- Company Organization and History
- Schedule
- Similar Work
- Past Work History With Peach County
- References
- Peach County Business Location

Bid Evaluation Factors

Factor	Evaluation Weight (Points)
Company Organization and History	12
Schedule	35
Similar Work	15
Past work history with Peach County	15
References	20
Peach County Business Location	3

The successful Contractor whose bid is selected by the Board of Commissioners shall be required to enter in to a contract with Peach County. A draft copy of the contract is attached to the RFB (Exhibit 10). The Board may choose to award the contract to another contractor for failure to submit the completed (signed and dated) contract within three (3) business days of receipt of said contract.

BID FORM

Bid of _____ (hereinafter called "Contractor"), a company organized and existing under the laws of the State of Georgia, *an individual, a corporation, a partnership doing business as:

Contractor or Firm Name
TO: Peach County (Hereinafter called "County")

Gentlemen:

The Contractor, in compliance with your Notice to Contractors and all Bid Documents, elects to submit a Bid on the entirety of the following Work:

To meet or exceed the requirements contained herein for installation of centerline and edge striping on existing paved roads, and installation of raised pavement markers on existing paved roads, and all provisions of this RFB.

Having examined the sites of the proposed Work, and being familiar with the conditions surrounding the construction of the proposed projects, including the availability of materials and supplies to construct the project in accordance with the RFP, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with Peach County to provide the necessary machinery, tools, apparatus, all labor, and other means of construction necessary to complete the Work, the undersigned Contractor proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

Contractor further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within fourteen (14) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the entirety of the Work as expeditiously as possible. All work must be completed no later than ninety (90) calendar days from receipt of Notice to proceed, or as may be specified by Special Provisions.

Schedule of Unit Item Prices

Line No	ROAD	CENTERLINE STRIPING COST	EDGE STRIPING COST	RAISED PAVEMENT MARKERS COST	STOP BAR(S) COST	EXTENDED COST
1	GILES ROAD					
2	JUNIPER CREEK ROAD					
3	BOY SCOUNT ROAD					
4	JOHN E. SULLIVAN ROAD					
5	HOUSERS MILL ROAD					
6	KAY ROAD					
7	JOE BARNES ROAD					
8	ROSS ROAD					
9	EAST WESLEY CHAPEL ROAD					
10	BIBLE CAMP ROAD					
11	JONES ROAD					
12	WOLFOLK ROAD					
13	PEGGY DRIVE					
14	BEVERLY ROAD					
15	WILVILE ROAD					
16	HOLLAND ROADALLENDALE ROAD					
17	BUCKEYE ROAD					
Bid Total						

NOTE: Traffic Control shall be included within the bid amount of each road.

**Schedule of Unit Item Prices
Additional Work**

Line No	Item	Unit	Unit Price	Extended Price (Quantity x Unit Price)
1	Traffic Control	MI		
2	4" Single Solid Traffic Stripe	MI		
3	4" Skip Traffic Stripe	MI		
4	5" Single Solid Traffic Stripe	MI		
5	5" Skip Traffic Stripe	MI		
6	Type 11 Raised Pavement Markers	EA		
7	24 inch wide Thermoplastic Stop Bars	SF		

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer (Print)

Date

CERTIFICATION BY CONTRACTOR

Regarding: NON-SEGREGATED FACILITIES

The **Contractor** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Contractor** agrees that, except where he has obtained identical certifications from proposed subcontractor for specific time periods, he will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Contractor** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

CERTIFICATION BY CONTRACTOR

Regarding: Drug-Free Workplace Act

The Contractor certifies that provisions of Sections 50-24-1 through 50-24-6 of the Official Code of Georgia annotated, relating to the “Drug-Free Workplace Act” have been, and will be, complied with in full. Including compliance by sub-contractors performing work under this agreement.

Contractor (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____), County of _____)

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

1. He/She is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Contractor** that has submitted the attached **Bid**;
2. He/She is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Contractor** 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 **Contractor**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from Proposing in connection with such Contract, or has in any collusion or communication or conference with any other **Contractor**, firm or person to fix the price or prices in the attached **Bid** or of any other **Contractor**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Contractor**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Peach County or any person interested in the proposed Contract; and,
5. The price or prices bid in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Contractor** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____ (Print)

Title _____ (Print)

Subscribed and sworn to before me

This _____ day of _____ 20__

(SEAL)

Title

CONFLICT OF INTEREST CERTIFICATION

By signing and submitting this Bid I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Peach County or Peach County Consultants nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Peach County.

Also, by signing and submitting this Contract, I hereby certify that I will notify Peach County through its Director of Public Works 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 Peach County employees.

Contractor

(Signature)

Name of Signer

Title of Signer

Date

VENDOR INFORMATION

COMPANY NAME: _____

CONTACT PERSON: _____ TITLE: _____

BUSINESS ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

TYPE OF BUSINESS: (CIRCLE ONE) CORPORATION PARTNERSHIP SOLE PROPRIETOR

Have you done business with Peach County in the past? (circle one) YES NO

Do you participate in the E-Verify Program? (circle one) YES NO

Do you have a Federal Tax ID number? (circle one) YES NO

The information contained in this document is true to the best of my knowledge and I understand that giving false, misleading or deceptive information is considered unlawful and may be punishable by penalties of prosecution based on Georgia law.

Signature

Date

Revised August 2014

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) _____		
Business name/disregarded entity name, if different from above _____		
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____		Requester's name and address (optional) _____
List account number(s) here (optional) _____		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] - [] [] [] [] [] []
Employer identification number
[] [] [] [] - [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

CONTRACTOR E-VERIFY AFFIDAVIT

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 engaged in the physical performance of services on behalf of **PEACH COUNTY BOARD OF COMMISSIONERS** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in OCGA § 13-10-91. Furthermore, the undersigned contractor will continue to use E-Verify throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by OCGA § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Contractor

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Revised August 2014

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (OCGA 13-10-91)

SUBCONTRACTOR E-VERIFY AFFIDAVIT

SUBCONTRACTOR'S NAME: _____

CONTRACTOR'S NAME: _____

By executing this affidavit, the undersigned Subcontractor verifies its compliance with OCGA § 13-10-91, stating affirmatively that the Subcontractor which is engaged in the physical performance of services under a contract with the Contractor identified above on behalf of PEACH COUNTY BOARD OF COMMISSIONERS has registered with and is participating in the E-Verify program in accordance with the applicability provisions and deadlines established in OCGA 13-10-91.

Federal Work Authorization User Identification Number
(4-6 digit number can be found on MOU)

Date of Authorization

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

Revised August 2014

SOLE PROPRIETOR EXEMPTION AFFIDAVIT

The undersigned sole proprietor of _____ verifies that they are exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has no employees other than themselves and is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions.

In making this representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Type of secure and verifiable document provided
(Attach copy i.e., driver's license, passport etc.)

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

NOTARY PUBLIC
My Commission Expires:

Revised August 2014

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has NO employees that you are the sole proprietor of _____ and are not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, 201__ in _____ (city), _____ (state).

Printed Name of Exempt Private Employer

Signature of Exempt Private Employer or
Authorized Officer or Agent

Printed Name and Title of Person Executing Affidavit

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

NOTARY PUBLIC
My Commission Expires: _____

* This affidavit is for submissions made on or after to July 1, 2013.

Revised August 2014

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2

Issued August 1, 2012 by the Office of the Attorney General Georgia

The Illegal Immigration Reform and Enforcement Act of 2011 ("IIRA") provides that "[n]ot later than August 1, 2011, the Attorney General shall provide and make public on the Department of Law's website a list of acceptable secure and verifiable documents. The list shall be reviewed and updated annually by the Attorney General." O.C.G.A. § 50-36-2(f). The Attorney General may modify this list on a more frequent basis, if necessary.

Any secure and verifiable document presented must not be expired. If expiration occurs during contract/benefit period, a current document must be presented to maintain compliance.

The following list of secure and verifiable documents, published under the authority of O.C.G.A. § 50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

- A United States passport or passport card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States military identification card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A driver's license issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Islands, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Islands, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A tribal identification card of a federally recognized Native American tribe, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer. A listing of federally recognized Native American tribes may be found at <http://www.bia.gov/WhoWeAre/BIA/OIS/TribalGovernmentServices/TribalDirectory/index.htm> [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A United States Permanent Resident Card or Alien Registration Receipt Card [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- An Employment Authorization Document that contains a photograph of the bearer [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A passport issued by a foreign government [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Free and Secure Trade (FAST) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A NEXUS card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A Secure Electronic Network for Travelers Rapid Inspection (sENTRI) card [O.C.G.A. § 50-36-2(b)(3); 22 CFR § 41.2]
- A driver's license issued by a Canadian government authority [O.C.G.A. § 50-36-2(b)(3); 8 CFR § 274a.2]
- A Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-560 or Form N-561) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- A Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) (Form N-550 or Form N-570) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Report of Birth issued by the United States Department of State (Form DS-1350) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Certification of Birth Abroad issued by the United States Department of State (Form FS-545) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- Consular Report of Birth Abroad issued by the United States Department of State (Form FS-240) [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]
- An original or certified copy of a birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal [O.C.G.A. § 50-36-2(b)(3); 6 CFR § 37.11]

In addition to the documents listed herein, if, in administering a public benefit or program, an agency is required by federal law to accept a document or other form of identification for proof of or documentation of identity, that document or other form of identification will be deemed a secure and verifiable document solely for that particular program or administration of that particular public benefit. [O.C.G.A. § 50-36-2(c)]

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GENERAL CONDITIONS

1.0 **DEFINITIONS:** Wherever used in the bidding requirements or contract documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, respond to questions, or change the bidding requirements in the proposed contract documents

Agreement – The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

Agreement Execution - means the date on which the Owner executes and enters into an Agreement with the Contractor to perform the Work.

Application for Payment – The form acceptable to the Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents

Bid – The offer or proposal of a bidder submitted to the prescribed form setting forth the prices for the Work to be performed

Bidding Documents – The Bidding Requirements and the proposed Contract Documents including all Addenda

Change Order – A document recommended by the engineer which is signed by the Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the contract price or Contract Times, issued on or after the Effective Date of the Agreement.

Contract – The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements whether written or oral. The Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS represent the entirety of the Contract.

Contract Price – The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the agreement

Contractor - means the party or parties contracting directly with the COUNTY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference in Section 2.0, CONTRACT DOCUMENTS.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

County - means Peach County, Georgia, a political subdivision of the State of Georgia.

GENERAL CONDITIONS

Day – A calendar day of 24 hours measured from midnight to the next midnight

Defective Work – Work that is faulty, deficient, does not conform to Contract Documents, does not meet the requirements of any applicable inspection, reference standard, test or approval referred to in the Contract Documents, has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion)

Director - Director of Peach County Public Works Department

Drawings - means collectively, all the drawings, sealed by a Georgia Professional Engineer, Architect, Landscape Architect, Surveyor or other approved design professionals, approved for construction by the COUNTY, listed in this Agreement, and also such supplementary drawings as the COUNTY'S consultant(s) may issue from time to time in order to clarify or explain such drawings or to show details which are not shown thereon.

Effective Date of Agreement – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver

Engineer - Director of Peach County Public Works Department or duly appointed representative

Field Order – A written order issued by the Engineer which requires minor changes in the work but which does not involve a change in the Contract Price or Contract Times.

MUTCD – Manual on Uniform Traffic Control Devices for Streets and Highways

Notice of Award – The written notice by the Owner to the successful bidder stating that upon timely compliance by the successful bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Notice to Proceed – A written notice given by the Owner to the contractor fixing the date on which the contract times will commence to run and on which the contractor shall start to perform the work under the contract documents.

Owner – The County

Responsible Bidder – Means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. This will be determined by the County as a bid proposal that has an aggregate score of 85 or greater as outlined in the evaluation criteria in the instructions to bidders.

Responsive Bidder – Means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids.

Schedule of Values – A schedule, prepared and maintained by the Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for Reviewing Contractor's Application for Payment

GENERAL CONDITIONS

Specifications - means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Contractor or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Substantial Completion – The time at which the Work (or specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or specified part thereof) can be utilized for the purpose(s) for which it is intended.

Supplemental Agreement - means a written order to the Contractor signed by Owner and accepted by the Contractor, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Unit Price Work – Work to be paid for on the basis of unit prices

Work – The entire construction or the various separately identifiable part thereof required to be provided under the Contract Documents. Work includes and is the result of any and all obligations, duties and responsibilities, including furnishing equipment, materials, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by the Contractor under this Agreement.

2.0 CONTRACT DOCUMENTS

2.1 List of Documents

The Agreement, any required bonds, the General Conditions, the Detailed Scope of Work, the Exhibits, The Proposal, The Bid Form, and all Supplemental Agreements shall constitute the Agreement Documents.

2.2 Conflict and Precedence

2.2.1 The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Supplemental Agreements
2. Agreement
3. General Conditions
4. Detailed Scope of Work
5. Proposal/Bid/Quote
6. Specifications
7. Drawings

3.0 COVENANTS AGAINST CONTINGENT FEES

GENERAL CONDITIONS

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or local laws. The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4.0 INSURANCE

The CONTRACTOR shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will insure and indemnify both COUNTY and CONTRACTOR against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent acts or activity of the CONTRACTOR during the term of this Agreement. The certificate holder shall be shown as Peach County Board of Commissioners, 235 Person Street, Fort Valley, Georgia 31030. The liability under such insurance policy(s) shall be not less than: \$2,000,000.

A. **WORKERS COMPENSATION** - Coverage to apply for all employees for Statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$ 500,000 each accident/ \$ 500,000 disease policy limit/ \$ 500,000 disease - each employee.

B. **COMPREHENSIVE GENERAL LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, XCU Coverage, Blanket Contractual Liability, and Personal Injury Coverage.

C. **BUSINESS AUTO LIABILITY** - Shall have minimum limits of \$ 1,000,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include, Owned Vehicles, Hired and Non-Owned Vehicles.

SPECIAL REQUIREMENTS:

E. The Peach County Board of Commissioners is to be included as an **ADDITIONAL INSURED** on both the Comprehensive General Liability and Business Auto Liability Policies and Umbrella if necessary.

F. **HOLD HARMLESS CLAUSE**

See Article 6.0, INDEMNIFICATION

G. Current valid, insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the COUNTY 30 days prior to any expiration date. There shall also be a 30 day

GENERAL CONDITIONS

notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage.

H. It shall be the responsibility of the CONTRACTOR to ensure that all subcontracts comply with the same insurance requirements that the COUNTY requires the CONTRACTOR to maintain.

I. Certificates of insurance, policies, bonds, and any other contract requirements meeting the required Risk Management and Insurance provisions shall be forwarded to the COUNTY'S Public Works Office with the executed Contract. A renewal certificate should be forwarded to the Public Works Office 30 days prior to the expiration date of the policy. There should also be a 30 day notification to the COUNTY in the event of cancellation or modification of any stipulated insurance coverage. It will be the responsibility of the Public Works Department to monitor contract requirements.

J. All Insurance Policies of the CONTRACTOR will be required to be written on an Occurrence Basis. If a particular CONTRACTOR has insurance which is written on a Claims-Made Basis, these policies should be referred for approval by the County Administrator or action by the Board of Commissioners. When requesting evidence of insurance (certificates/policies) from CONTRACTOR, it should be clearly stated on the Certificate of Insurance or Insurance Policy whether the policy is written on an Occurrence Basis or Claims-Made Basis. A Claims-Made Policy may be acceptable but does require special review and tailoring for certain items. The Finance Section will assist with this process. When a Claims-Made Policy is acceptable, actual copies of the policies will be required to be forwarded to the COUNTY'S Finance Section.

K. Any certificates of insurance naming an insurance company that does not have at least a "B" rating by A. M. Best & Company shall be referred to the Finance Section for approval by the County Administrator or action by the Board of Commissioners.

L. All insurance documentation and approvals must be in place before the commencement of any work.

THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATES MEETING THE ABOVE REQUIREMENTS SHALL HAVE BEEN DELIVERED TO AND APPROVED BY THE COUNTY.

5.0 PROHIBITED INTERESTS

A. Conflict of Interest: The CONTRACTOR agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Agreement, no person having any such interest shall be employed directly or indirectly by the CONTRACTOR.

B. Interests of Public Officials: No member, officer, or employee of the COUNTY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

GENERAL CONDITIONS

6.0 INDEMNIFICATION

The CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, directors, agents and employees from and against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Contractor's negligent performance of construction services or sub-standard materials under this Agreement and that of its sub-contractors or anyone to whom the CONTRACTOR is legally liable.

7.0 INDEPENDENT CONTRACTOR

The CONTRACTOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee, or representative of the COUNTY nor shall imply any rights under any tax exemption the COUNTY might enjoy.

8.0 SUBCONTRACTING

The CONTRACTOR shall not subcontract in excess of 25% of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the COUNTY'S prior written approval of the subcontractor(s). The COUNTY will not approve any subcontractor for work covered by this Agreement that has not been recommended for approval by the DIRECTOR.

All subcontracts in the amount of \$5,000 or more shall include the provisions set forth in this Agreement.

9.0 ASSIGNABILITY

The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

10.0 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex, national origin, religion, age, disability, marital or veteran status or any other legally protected status.

GENERAL CONDITIONS

C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

D. The CONTRACTOR shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. If the CONTRACTOR is found to be in violation of applicable federal, state and /or local laws and/or regulations, and if the Peach County has reasonable cause to believe that the CONTRACTOR has knowingly employed individuals who are not eligible to work in the United States, the County shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the CONTRACTOR from doing business with the County.

11.0 ANTI-KICKBACK CLAUSE

Salaries of employees, equipment operators, superintendents, technicians, or professionals performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

12.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of employees, equipment operators, superintendents, technicians, or professionals of subcontractors performing work under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

13.0 PERSONNEL AND EQUIPMENT

The CONTRACTOR represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through a representative specifically designated by the CONTRACTOR. All of the services required hereunder will be performed by the CONTRACTOR under the representative's supervision, or by the sub-contractor stipulated in the proposal and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law, if applicable, to perform such services.

The CONTRACTOR shall employ only qualified registered surveyors in responsible charge of any survey work.

The CONTRACTOR shall employ only qualified professional engineer in responsible charge of any engineering work.

GENERAL CONDITIONS

The CONTRACTOR shall employ a standard of care, skill and diligence in the performance of the services in this contract as is ordinarily possessed and exercised by members of the same profession, currently practicing, under similar circumstances, sufficient to construct structures that meet accepted industry standards in terms of quality and accuracy for their intended purpose.

The CONTRACTOR acknowledges all applicable rules and regulations of the Occupational Safety and Health Administration (OSHA) and the State of Georgia with regard to worker health and safety.

14.0 CHANGES AND EXTRA WORK

The COUNTY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR, shall be incorporated in written Supplemental Agreements to this Agreement.

Changes that involve an increase in the budgeted contract amount shall require the approval of the County Administrator or the Board of Commissioners. Changes to the scope of work that do not involve increasing the project budget may be approved by the DIRECTOR or authorized designee of the COUNTY.

15.0 AUDITS AND INSPECTORS

The CONTRACTOR shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for seven years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

16.0 CONTRACTOR COORDINATION

The CONTRACTOR shall cooperate fully with the DIRECTOR, the Public Works Operations Manager or their duly authorized representative (s), Georgia Department of Transportation, Federal government officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional related work, the CONTRACTOR shall fully cooperate with such other Contractor/Consultant and COUNTY employees or appointed committee(s), and shall carefully fit its own work to such additional work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by COUNTY employees.

17.0 VERBAL AGREEMENT OR CONVERSATION

GENERAL CONDITIONS

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3.0 above.

18.0 NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices to the COUNTY shall be addressed to the DIRECTOR as follows:

Paul Schwindler, P.E., Director
Peach County Public Works
410 Old Macon Road
Fort Valley, Georgia 31030

Notices to CONTRACTOR shall be addressed as follows:

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

19.0 LIAISON

The DIRECTOR or his duly appointed representative shall act as the Liaison between the CONTRACTOR and the COUNTY and all utilities, authorities or governments whose properties will be affected. The CONTRACTOR shall arrange for conferences and exchanges of data and information and for necessary approvals.

All correspondences, data, information, invoices and reports shall be directed to the Liaison to provide for proper distribution to the parties concerned.

The Liaison will expedite any necessary decisions affecting the performance of the CONTRACTOR'S Agreement, but the CONTRACTOR shall not make use of the Liaison's services on trivial or minor matters normally to be decided by the CONTRACTOR.

20.0 DELIVERY OF DOCUMENTS

Except as otherwise provided herein, the CONTRACTOR shall submit all progress documents, reports, sketches, planning notes, and other papers and supporting data required under this Agreement to the COUNTY in triplicate. The CONTRACTOR shall deliver the required progress reports in a timely manner so that the work can be reviewed.

GENERAL CONDITIONS

21.0 PROGRESS REPORTS

The CONTRACTOR shall report to the COUNTY on suitable forms approved by the COUNTY the status of work on the last day of each month during the life of the Agreement. The report shall include, but is not limited to:

1. Construction activities completed during this period
2. Problems and/or unforeseen conditions
3. Required inspections conducted during the period
4. Complete schedule; items impacting the schedule; projected completion date
6. Quality assurance activities

22.0 CONFERENCES AND FIELD INSPECTIONS

The CONTRACTOR shall familiarize himself with existing infrastructure facilities and visit key locations throughout the PROJECT area, acquainting themselves with all local conditions involved in the prosecution of this Agreement. The CONTRACTOR may request that a representative of the COUNTY accompany him on specific site visits if field conditions are such that they warrant special attention. As work progresses either party may request a conference or additional field inspection to discuss elements of the work. In this event, the parties shall agree on a time and place for the conference or inspection and each party shall attend. All conferences and meetings shall be held at a location that will not be a direct cost to the PROJECT. In the event the parties cannot agree on a time and place for the conference, the COUNTY will have final decision. The CONTRACTOR shall attend as many meetings or conferences as necessary to finalize the work.

23.0 RIGHT TO ENTRY

The CONTRACTOR will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing surveys or other field investigations in accordance with the practices of the COUNTY. The CONTRACTOR shall discuss with and receive approval from the COUNTY prior to sending said notices of intent to enter private property. Upon request by the CONTRACTOR, the COUNTY will provide the necessary documents identifying the CONTRACTOR as being in the employ of the COUNTY for the purposes described in the Agreement. If the property owners or occupant denies the CONTRACTOR permission to enter, such incident will be reported to the COUNTY and the COUNTY will initiate such action as is dictated by current policy and procedure.

24.0 UTILITIES

Utilities such as sewer, water, data, and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

The CONTRACTOR shall identify all major elements of privately, publicly or cooperatively owned utilities that may be impacted by proposed elements of the PROJECT. The CONTRACTOR shall stop work, and immediately notify the COUNTY of any unforeseen utility conflicts encountered or discovered.

GENERAL CONDITIONS

The CONTRACTOR shall make no commitments to the utility companies that are binding upon the COUNTY. The COUNTY will conduct any necessary negotiations with the utilities and authorities. However, the CONTRACTOR may be required to participate in such negotiations at the request of the COUNTY during the prosecution of the PROJECT if such work is undertaken by the County.

25.0 TESTS AND INSPECTIONS

CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for COUNTY'S and DIRECTOR'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections test or approvals shall be performed by organizations acceptable to DIRECTOR and COUNTY.

26.0 REVIEW OF WORK

The COUNTY and DIRECTOR their consultants and other representatives and personnel of the COUNTY, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable. The Project activities and data collected under this Agreement and amendments hereto. All reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the CONTRACTOR, shall be available to authorized representatives of the COUNTY for inspection and review at all reasonable times in the main offices of the COUNTY.

Refusal by the CONTRACTOR to submit progress reports and/or required submittals shall be cause to withhold payment to the CONTRACTOR until the CONTRACTOR complies with the COUNTY'S request in this regard.

27.0 NOTICE OF DEFECTS

Prompt notice of all defective Work of which the COUNTY or DIRECTOR has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted

28.0 CORRECTION OR REMOVAL OF DEFECTIVE WORK

Promptly after receipt of written notice, CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the DIRECTOR, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

GENERAL CONDITIONS

29.0 COUNTY MAY CORRECT DEFECTIVE WORK

If CONTRACTOR fails within a reasonable time after written notice from DIRECTOR to correct defective Work, or to remove and replace rejected Work as required by DIRECTOR in accordance with Paragraph 28.0, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, COUNTY may, after seven days written notice to CONTRACTOR, correct, or remedy any such deficiency.

CONTRACTOR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights and remedies under this paragraph 29.0.

30.0 COUNTY MAY STOP WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

31.0 SUPERVISION AND CONTROL

The CONTRACTOR shall perform the services required to accomplish the Work plan as stated herein under such control and supervision by the COUNTY as the COUNTY may deem appropriate. The CONTRACTOR shall employ sufficient qualified personnel to perform the work within the time stipulated in the agreement.

32.0 ENVIRONMENTAL IMPACT

The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

32.A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

32.B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the COUNTY and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

GENERAL CONDITIONS

32.C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

32.D. Erosion Sedimentation & Pollution Control: All points runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. All Erosion Sedimentation & Pollution Control permitting shall be the responsibility of the CONTRACTOR. It shall be the CONTRACTOR'S responsibility to submit the Notice of Intent (NOI) for discharging storm water from the construction project if applicable, and the contractor shall be responsible for compliance with the requirements set forth in the Erosion Sedimentation & Pollution Control Plan and federal, state and local regulations.

32.E. Fuel & Lubrication Spills: All spills shall be removed from the site immediately by the CONTRACTOR.

32.F. Fuel Storage & transfer: All spills shall be allowed only in areas approved by the COUNTY or DIRECTOR.

33.0 MAINTENANCE DURING CONSTRUCTION

The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective Work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required in accordance with the latest MUCD standards and/or the county.

Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all costs of signs and markings as required and other maintenance WORK during construction and before the WORK is accepted and of constructing and maintaining such approaches, crossings, intersections, and others features as may be necessary without direct compensation.

34.0 BARRICADES, DANGER, WARNING & DETOUR SIGNS

The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the Work and safety of the public.

Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

GENERAL CONDITIONS

The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the most recent version of Manual on the Federal Highway Administration's Uniform Traffic Control Devices (MUCD) standards and/or County requirements in which the project is located. Temporary Signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted.

Ownership of the temporary warning devices shall remain with the CONTRACTOR.

35.0 TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination, and specifying the effective date thereof, at least five (5) normal business days before the effective date of such termination. Failure to maintain the scheduled level of effort or providing the deliverable product for each identified project milestone as proposed and prescribed, or deviation from the project schedule without prior approval of the COUNTY, shall constitute cause for termination. In such event, all finished or unfinished work by the CONTRACTOR under this Agreement shall become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed, as determined by the COUNTY.

If this termination of agreement for cause is invoked against the CONTRACTOR, then the CONTRACTOR shall be liable and responsible for payment to the COUNTY for any costs above the Agreement Price as defined in the Contract that are incurred by the County in order to satisfactorily complete the PROJECT to the satisfaction of the COUNTY. Payment to the COUNTY will be due within 30 calendar days upon written notification from the COUNTY.

36.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

The COUNTY may terminate this Agreement for its convenience at any time by a notice in writing to the CONTRACTOR. If the Agreement is terminated by the COUNTY as provided in this Article, the CONTRACTOR will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by the CONTRACTOR which shall itemize each

GENERAL CONDITIONS

task element and briefly state what work has been completed and what work remains to be done.

All such expenses shall be properly documented and submitted to the DIRECTOR or his designee for processing. The Peach County Board of Commissioners shall be the final authority in the event of any disputes over authorized costs between the DIRECTOR and the CONTRACTOR.

37.0 CONTRACTOR'S PAYMENT AND RETAINAGE OF PAYMENT

Partial pay estimates may include stored materials. CONTRACTOR must submit invoices and all materials must be located at the site of the work. Retainage will not be held on stored materials.

The retainage shall be an amount equal to 10% of the CONTRACTOR'S partial pay estimate until 50% completion. Further payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the DIRECTOR certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained, but in no event shall the total retainage be more than 20% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials, or other reasons which in the judgement of the COUNTY are valid reasons for non-completion, the COUNTY may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

38.0 SANITARY CONVENIENCES

The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the WORK and their use shall be strictly enforced. Such convenience shall be made available when the first employee(s) arrive on the site and shall be removed after the departure of the last employee from the job site.

End of Section

EXHIBITS

Exhibit 1: Project List

Exhibit 2: Project Maps

Exhibit 3: GDOT Section 652 Painting Traffic Stripe

Exhibit 4: GDOT Section 654 Raised Pavement Markers

Exhibit 5: GDOT Section 656 Removal of Pavement Markings

Exhibit 6: GDOT Section Preformed Plastic Pavement Markings

Exhibit 7: GDOT Section 659 Hot Applied Preformed Plastic Pavement Markings

Exhibit 8: GDOT Section 870 Paint

Exhibit 9: GDOT Section 919 Raised Pavement Markers

Exhibit 10: Draft Contract

**Request for Bid No. 17-013
PEACH COUNTY
GEORGIA
Peach County Road Striping and Marking**

Project List

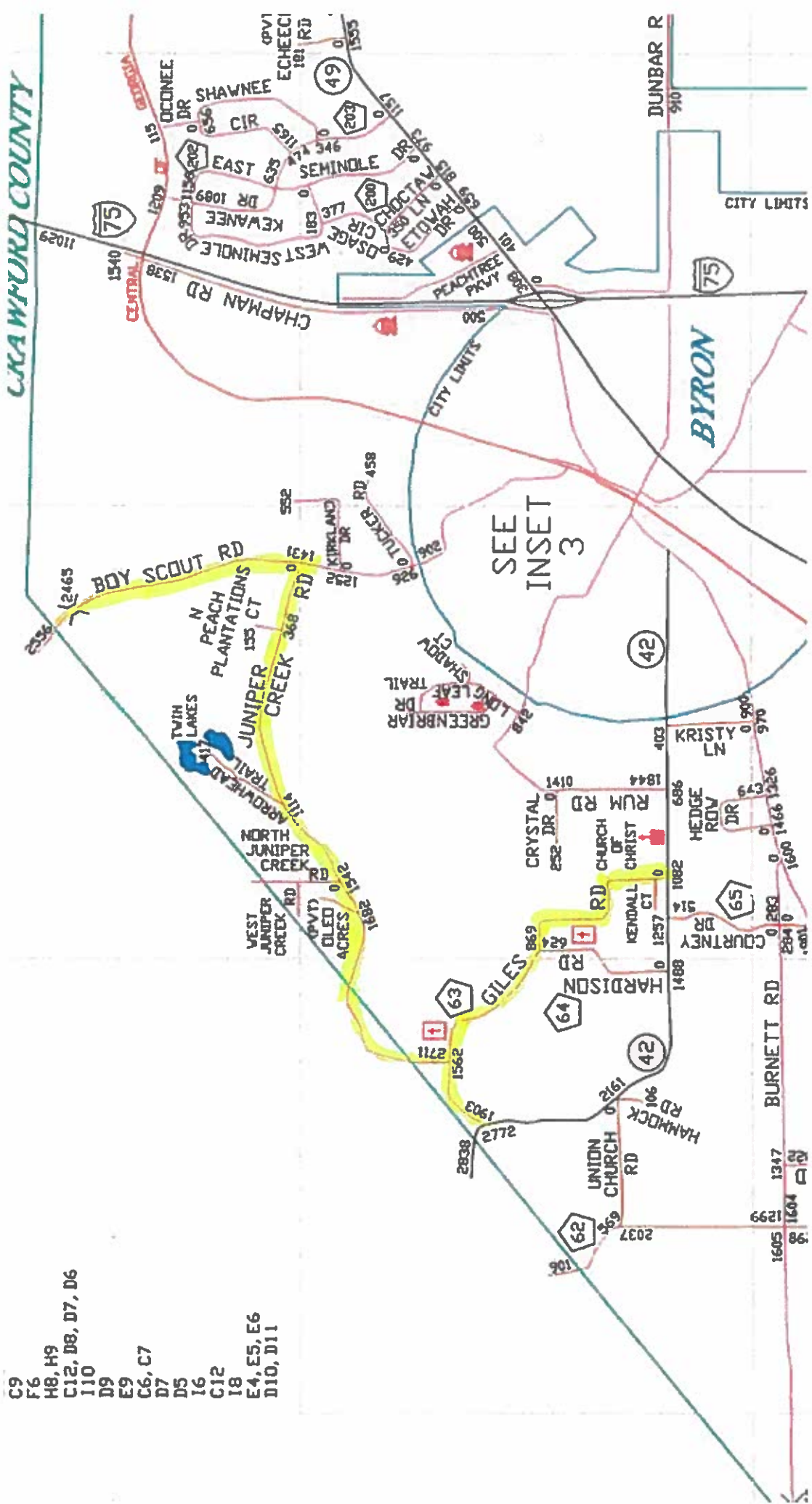
Road Name	Beginning	Ending	Estimated Length (miles)	Description of Work
Giles Road Map 1	SR 42	SR 42	1.75	Install new centerlines, fog lines, raised pavement markers (RPMs),
Juniper Creek Road Map 1	Giles Road	Boy Scout Road	2.74	Install new centerlines, fog lines, RPMs
Boy Scout Road Map 1	Byron City Limit	Crawford/Peach Boundary Line	1.66	Install new centerlines, fog lines, RPMs
John E. Sullivan Road Map 2	SR 247C	Lakeview Road	1.56	Install new centerlines, fog lines, RPMs
Housers Mill Road Map 2	SR 247C	Sledge Road	0.97	Install new centerlines, fog lines, RPMs
Kay Road	Powersville Road	Walker Road	1.58	Install new centerlines, fog lines, RPMs

Map 2				
Joe Barnes Road	Moseley Road	Burnett Road	0.822	Install new centerlines, fog lines, RPMs
Map 3				
Ross Road	Moseley Road	Burnett Road	1.39	Install new centerlines, fog lines, RPMs
Map 3				
East Wesley Chapel Road	Moseley Road	Duke Road	0.93	Install new centerlines, fog lines, RPMs,
Map 3				
Bible Camp Road	Moseley Road	SR 49	2.30	Install new centerlines, fog lines, RPMs
Map 3				
Jones Road	SR 49	Kay Road	1.31	Install new centerlines, fog lines, RPMs,
Map 2				
Wolfolk Road	SR 49C	Crawford/Peach County Boundary	2.18	Install new centerlines, fog lines, RPMs
Map 4				
Peggy Drive	SR 49C	SR 96	1.51	Install new centerlines, fog lines, RPMs
Map 4				
Beverly Road	Peggy Drive	Crawford/Peach County Boundary	1.96	Install new centerlines, fog lines, RPMs
Map 4				
Wilville Road	Rolling Hills Road	River Road	1.65	Install new centerlines, fog lines, RPMs
Map 5				

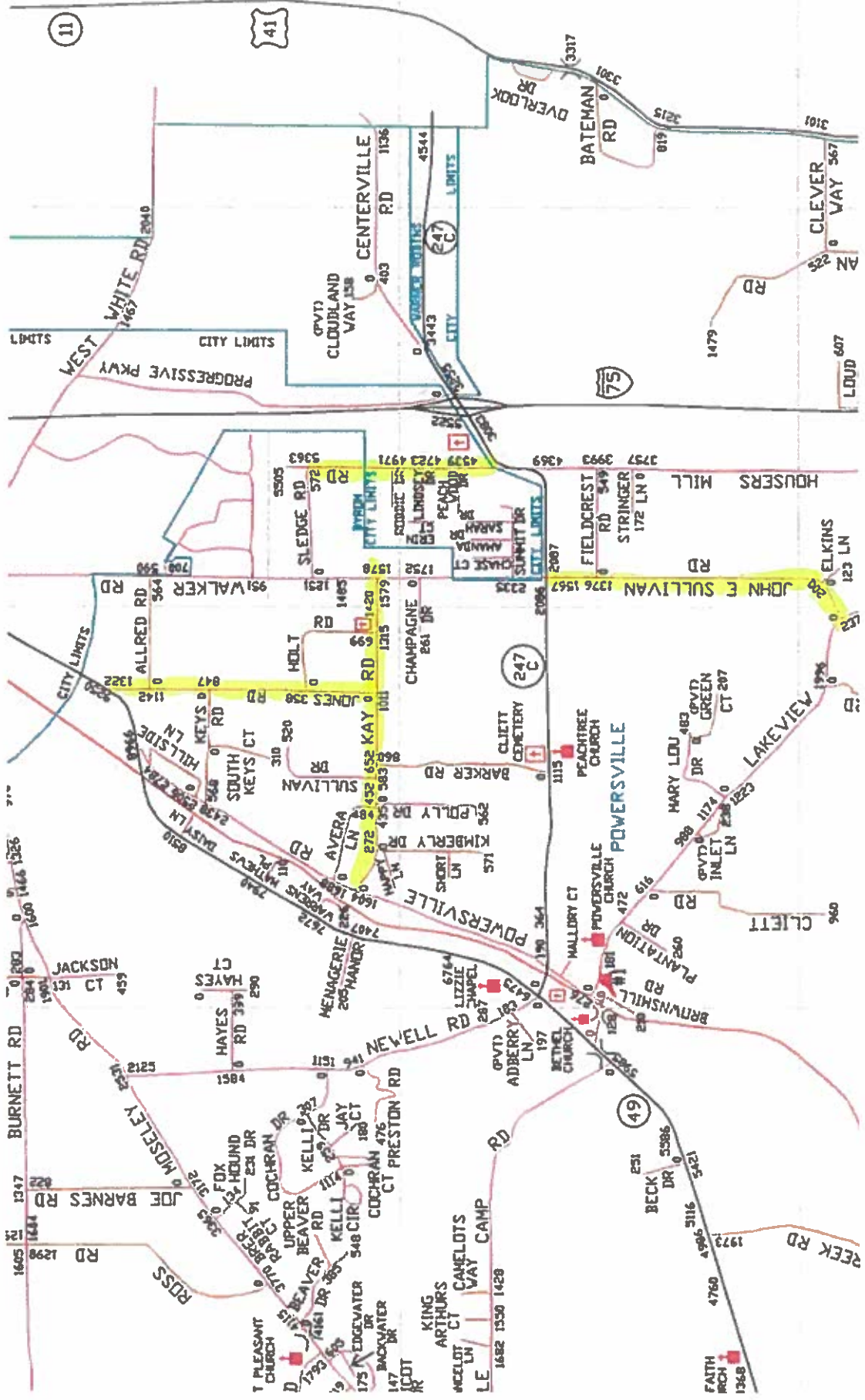
Holland Road Map 6	US 341 / SR 7	Buckeye Road	3.0	Install new centerlines, fog lines, RPMs
Allendale Road Map 7	SR 96	Buckeye Road	2.27	Install new centerlines, fog lines, RPMs
Buckeye Road Map 7	SR 96	Perry City Limits	7.48	Install new centerlines, fog lines, RPMs

MAP 1

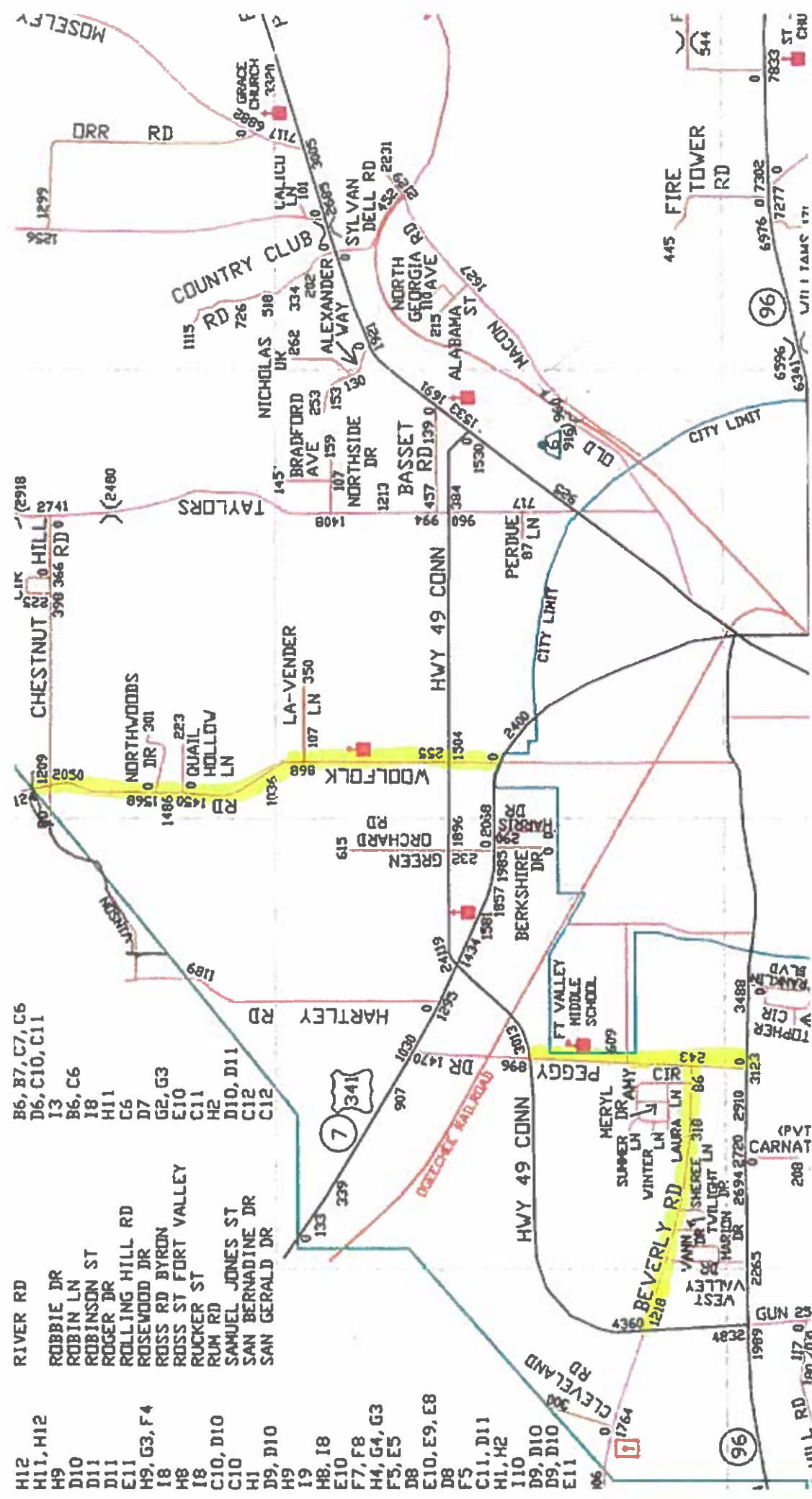
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- F6
- H8, H9
- C12, D8, D7, D6
- I10
- D9
- E9
- C6, C7
- D7
- D5
- I6
- C12
- I8
- E4, E5, E6
- D10, D11



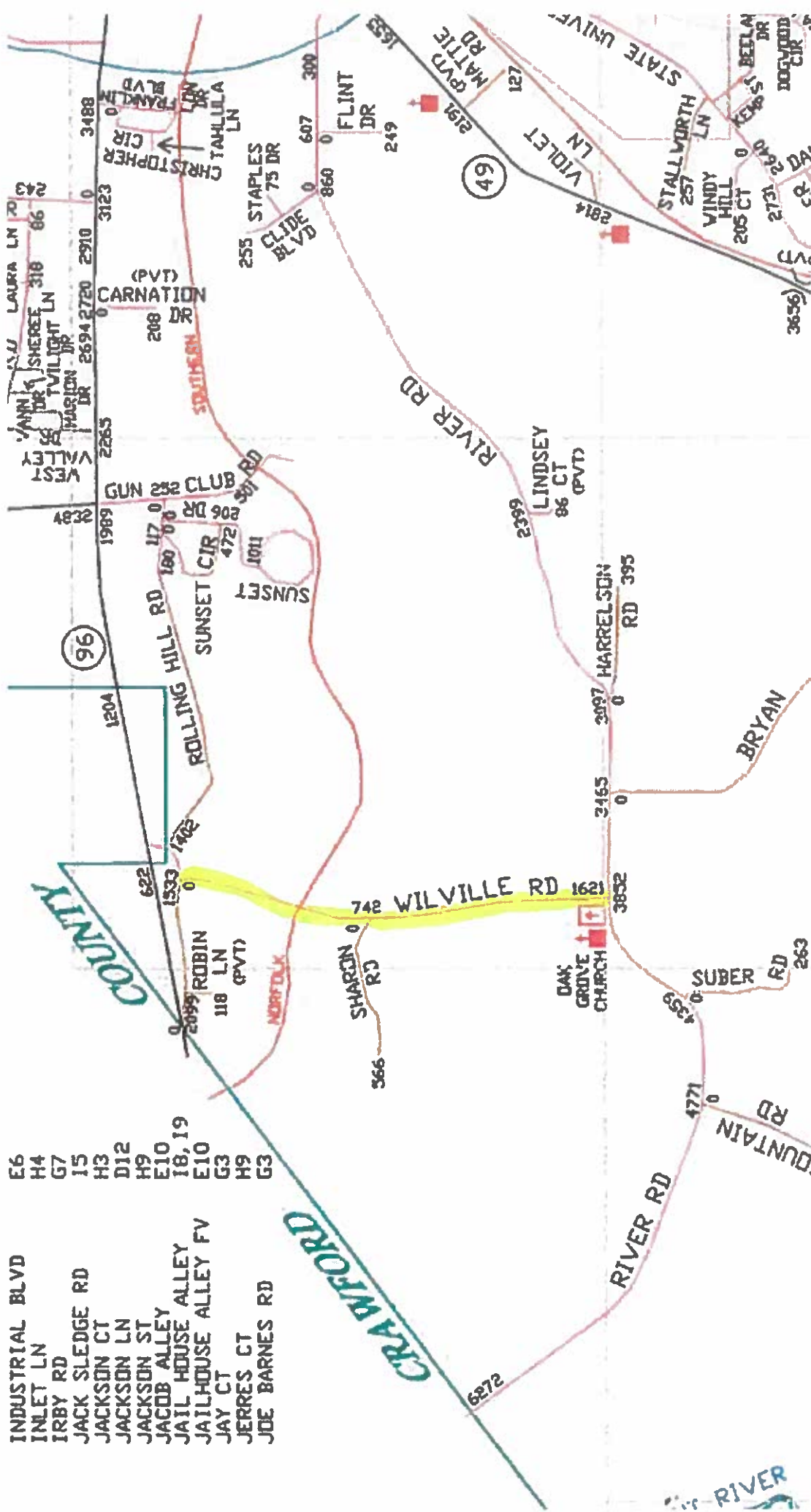
MAP 2



MAP 4

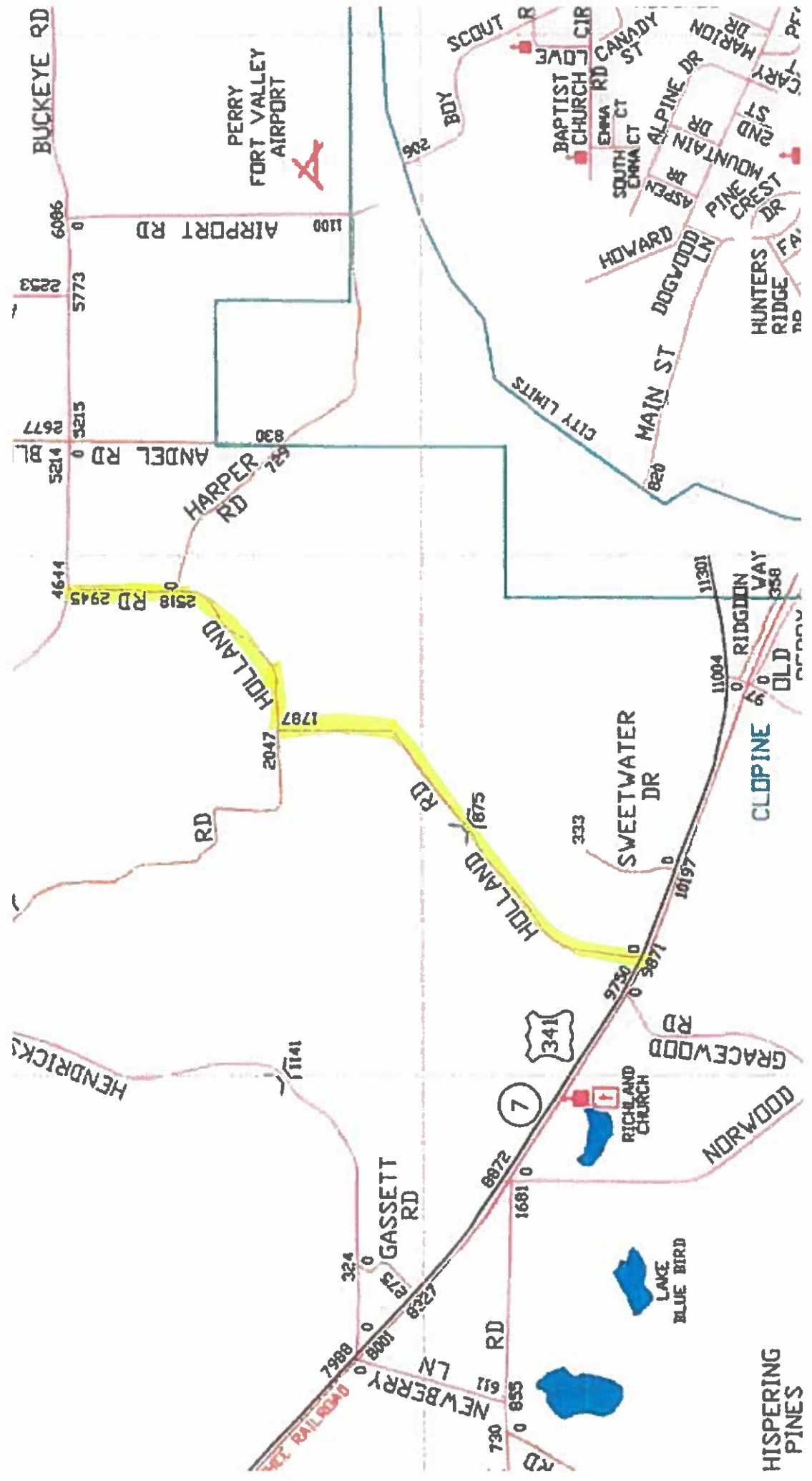


MAP 5

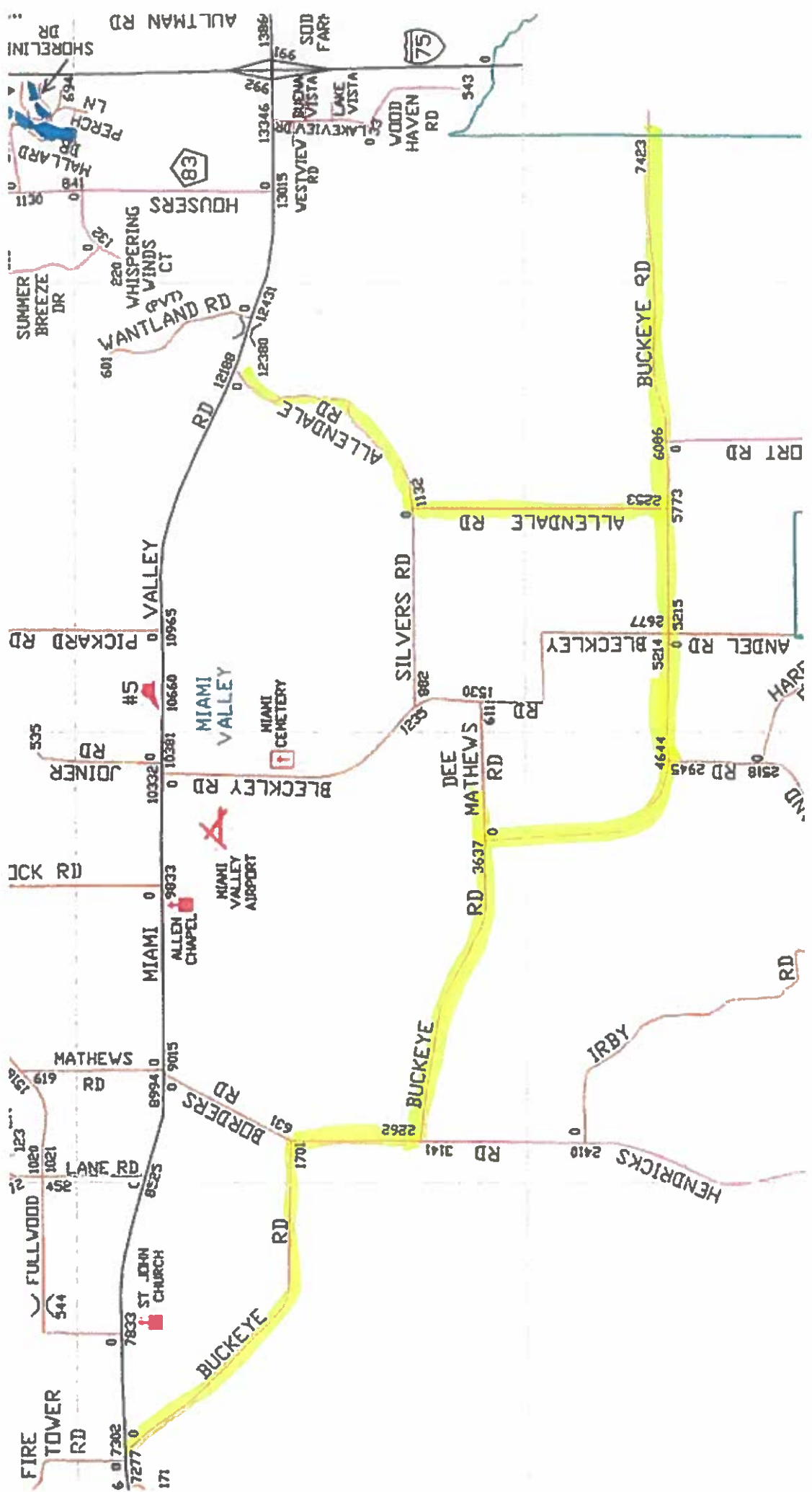


- E6 INDUSTRIAL BLVD
- H4 INLET LN
- G7 IRBY RD
- I5 JACK SLEDGE RD
- H3 JACKSON CT
- D12 JACKSON LN
- H9 JACKSON ST
- E10 JACOB ALLEY
- I8, I9 JAIL HOUSE ALLEY FV
- E10 JAIL HOUSE ALLEY FV
- G3 JAY CT
- H9 JERRES CT
- G3 JOE BARNES RD

MAP 6



MAP 7



Section 652—Painting Traffic Stripe

652.1 General Description

This work includes furnishing and applying reflectorized traffic line paint according to the Plans and these Specifications.

This Item also includes applying words and symbols according to Plan details, Specifications, and the current Manual on Uniform Traffic Control Devices.

652.1.01 Definitions

Painted Stripes: Solid or broken (skip) lines. The location and color are designated on the Plans.

Skip Traffic Stripes: Painted segments between unpainted gaps as specified on the Plans. The location and color are designated on the Plans.

652.1.02 Related References

A. Standard Specifications

[Section 656—Removal of Pavement Markings](#)

[Section 870—Paint](#)

B. Referenced Documents

[QPL 46](#)

AASHTO M 247

652.1.03 Submittals

General Provisions 101 through 150.

652.2 Materials

Ensure that materials for painting traffic stripe, words, and symbols meet the following requirements:

Material	Section
Traffic Line Paint 5A and 5B	870.2.02.A.2 and 870.2.02.A.3
Glass Beads for Use in Luminous Traffic Lines	AASHTO M 247 Type 1*

*In addition, meet the following requirements for glass beads:

- Maximum quantity of angular particles is less than 1% by weight
- Maximum quantity of particles with milkiness, scoring, or scratching is less than 2% by weight
- Glass beads do not impart any noticeable hue to the paint film
- Glass beads conforming to the following alternate gradation may be used provided that all other requirements of AASHTO M 247 and this Specification are met.

Alternate Gradation	
Sieve Size	Percent Passing
No. 16 (1.190 mm)	99 - 100
No. 20 (0.850 mm)	75 - 95
No. 30 (0.600 mm)	55 - 85
No. 50 (0.300 mm)	10 - 35
No. 100 (0.150 mm)	0 - 5

652.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

Section 652—Painting Traffic Stripe

652.3 Construction Requirements

652.3.01 Personnel

General Provisions 101 through 150.

652.3.02 Equipment

A. Traveling Traffic Stripe Painter

Use a traffic stripe painter that can travel at a predetermined speed both uphill and downhill, applying paint uniformly. Ensure that the painter feeds paint under pressure through nozzles spraying directly onto the pavement.

Use a paint machine equipped with the following:

1. Three adjacent spray nozzles capable of simultaneously applying separate stripes, either solid or skip, in any pattern.
2. Nozzles equipped with the following:
 - Cutoff valves for automatically applying broken or skip lines
 - A mechanical bead dispenser that operates simultaneously with the spray nozzle to uniformly distribute beads at the specified rate
 - Line-guides consisting of metallic shrouds or air blasts
3. Tanks with mechanical agitators
4. Small, portable applicators or other special equipment as needed

B. Hand Painting Equipment

Use brushes, templates, and guides when hand painting.

C. Cleaning Equipment

Use brushes, brooms, scrapers, grinders, high-pressure water jets, or air blasters to remove dirt, dust, grease, oil, and other foreign matter from painting surfaces without damaging the underlying pavement.

652.3.03 Preparation

Locate approved paint manufacturers on [QPL 46](#).

Before starting each day's work, thoroughly clean paint machine tanks, connections, and spray nozzles, using the appropriate solvent.

Thoroughly mix traffic stripe paint in the shipping container before putting it into machine tanks.

Before painting, thoroughly clean pavement surfaces of dust, dirt, grease, oil, and all other foreign matter.

652.3.04 Fabrication

General Provisions 101 through 150.

652.3.05 Construction

A. Alignment

Ensure that the traffic stripe is the specified length, width, and placement. On sections where no previously applied markings are present, ensure accurate stripe location by establishing control points at spaced intervals. The Engineer will approve control points.

B. Application

Apply traffic stripe paint by machine. If areas or markings are not adaptable to machine application, use hand equipment.

1. Application Rate

All work will be subject to application rate checks for both paint and beads.

Apply 5 in (125 mm) wide traffic stripe at the following minimum rates:

- a. Solid Traffic Stripe Paint: At least 25 gal/mile (58.8 L/km)
- b. Skip Traffic Stripe Paint: At least 6.3 gal/mile (14.8 L/km)

NOTE: Change minimum rate proportionately for varying stripe widths.

Section 652—Painting Traffic Stripe

2. Thickness
Maintain a 15 mils (0.38 mm) minimum wet film thickness for all painted areas.
3. Do not apply paint to areas of pavement when:
 - The surface is moist or covered with foreign matter.
 - Air temperature in the shade is below 40 °F (5 °C)
 - Wind causes dust to land on prepared areas or blows paint and beads around during application.
4. Apply a layer of glass beads immediately after laying the paint. Apply beads at a minimum rate of 6 lbs to each gallon (700 grams to each liter) of paint.

C. Protective Measures

Protect newly applied paint as follows:

1. Traffic
Control and protect traffic with warning and directional signs during painting. Set up warning signs before beginning each operation and place signs well ahead of the painting equipment. When necessary, use a pilot car to protect both the traffic and the painting operation.
2. Fresh Paint
Protect the freshly painted stripe using cones or drums. Repair stripe damage or pavement smudges caused by traffic according to [Subsection 652.3.06](#).

D. Appearance and Tolerance of Variance

Continually deviating from stated dimensions is cause for stopping the work and removing the nonconforming stripe. (See [Section 656](#).) Adhere to the following measurements:

1. Width
Do not lay stripe less than the specified width. Do not lay stripe more than 1/2 in (13 mm) over the specified width.
2. Length
Ensure that the 10 ft (3 m) painted skip stripe and the 30 ft (10 m) gap between painted segments vary no more than ± 1 ft (300 mm) each.
3. Alignment
 - a. Ensure that the stripe does not deviate from the intended alignment by more than 1 in (25 mm) on tangents or curves of 1 degree or less.
 - b. Ensure that the stripe does not deviate by more than 2 in (50 mm) on curves exceeding 1 degree.

652.3.06 Quality Acceptance

Ensure that stripes and segments of stripes are clean-cut and uniform. Markings that do not appear uniform or satisfactory, either during the day or night, or do not meet Specifications, will be corrected at the Contractor's expense. Work will be subject to application rate checks for both paint and beads.

The following will be accepted:

- Sections of painted stripe, words, and symbols that have dried so that paint will not be picked up or marred by vehicle tires
- Sections placed according to the Plans and Specifications

The Contractor will be relieved of responsibility for maintenance on accepted sections.

A. Correction of Alignment

When correcting a deviation that exceeds the permissible tolerance in alignment, do the following:

1. Remove the affected portion of stripe, plus an additional 25 ft (8 m) in each direction.
2. Paint a new stripe according to these Specifications.

Remove the stripe according to [Section 656](#).

Section 652—Painting Traffic Stripe

B. Removal of Excess Paint

Remove misted, dripped, or spattered paint to the Engineer's satisfaction. Do not damage the underlying pavement during removal.

Refer to the applicable portions of [Section 656](#).

652.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

652.4 Measurement

When traffic stripe is paid for by the square yard (meter), the number of square yards (meters) painted is measured and the space between stripes is included in the overall measurement.

Linear measurements are made on the painted surface by an electronic measuring device attached to a vehicle. On curves, chord measurements, not exceeding 100 linear feet (30 linear meters), are used.

Traffic stripe and markings, complete in place, are measured and accepted for payment as follows:

A. Solid Traffic Stripe

Solid traffic stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured.

B. Skip Traffic Stripe

Skip traffic stripe is measured by the gross linear foot (meter) or gross linear mile (kilometer). Unpainted spaces between the stripes are included in the overall measurements if the Plan ratio of 1 to 3 remains uninterrupted. Measurement begins and ends on a stripe.

C. Pavement Markings

Markings are words and symbols completed according to Plan dimensions. Markings are measured by the unit.

652.4.01 Limits

General Provisions 101 through 150.

652.5 Payment

Payment will be full compensation for the work under this Section, including the following:

- Cleaning and preparing surfaces
- Furnishing materials, including paints, beads, and thinners
- Applying, curing, and protecting paints
- Protecting traffic, including providing and placing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Payment will be made under:

Item No. 652	Solid traffic stripe, _____ in (mm), (<u>color</u>)	Per linear mile (kilometer)
Item No. 652	Skip traffic stripe, _____ in (mm), (<u>color</u>)	Per gross linear mile (kilometer)
Item No. 652	Solid traffic stripe, _____ in (mm), (<u>color</u>)	Per linear mile (kilometer)
Item No. 652	Skip traffic stripe, _____ in (mm), (<u>color</u>)	Per gross linear foot (meter)
Item No. 652	Pavement markings, words, and symbols, (<u>color</u>)	Per each
Item No. 652	Traffic stripe, _____ in (mm), (<u>color</u>)	Per square yard (meter)

652.5.01 Adjustments

General Provisions 101 through 150.

Section 654—Raised Pavement Markers

654.1 General Description

This work includes furnishing and placing raised pavement markers according to the Plans or as directed by the Engineer. Use markers that conform to Plan shapes, dimensions, and tolerances.

654.1.01 Definitions

General Provisions 101 through 150.

654.1.02 Related References

A. Standard Specifications

[Section 919—Raised Pavement Marker Materials](#)

B. Referenced Documents

654.1.03 Submittals

General Provisions 101 through 150.

654.2 Materials

Ensure that materials meet the requirements of the following Specifications:

Material	Section
Bituminous Adhesive	
Epoxy Resin Adhesives	
Pavement Markers	

654.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

654.3 Construction Requirements

654.3.01 Personnel

General Provisions 101 through 150.

654.3.02 Equipment

Before beginning construction, clean marker replacement equipment and ensure that it is mechanically sound.

A. Containers and Stirring Devices

Clean containers and stirring devices (paddles, propellers for drills, etc.) before hand-mixing epoxy.

B. Automatic Mixing Device

1. Cleaning

Clean the mixing head to the automatic epoxy mixing equipment after stopping work for any extended period of time. The length of down-time allowed depends on the pot life of the adhesive system being used.

2. Mixing Ratio

Use an automatic mixing device that delivers separate components to the mixing head in a one-to-one ratio by volume.

3. Sample Valves

Equip the lines feeding the mixing head with suitable valves to allow samples to be taken for checking the ratio of each component.

Section 654—Raised Pavement Markers

C. Bituminous Adhesive Equipment

Clean and maintain equipment for melting, stirring, and dispensing bituminous adhesive according to the bituminous adhesive manufacturer's requirements.

654.3.03 Preparation

General Provisions 101 through 150.

654.3.04 Fabrication

General Provisions 101 through 150.

654.3.05 Construction

A. Adhesive Types

Cement markers to pavement surfaces with a Type I-R Epoxy or Type I-S Epoxy (see _____), or with a bituminous adhesive (see _____). Space markers according to the Plans.

1. **Type I-R Epoxy.** Use Type I-R Epoxy when the pavement temperature is above 50 °F (10 °C), or when traffic conditions require a rapid setting system.
2. **Type I-S Epoxy.** Use Type I-S Epoxy when the pavement temperature is above 60 °F (15 °C) and traffic conditions permit a slower setting system.
3. **Bituminous Adhesive.** Use bituminous adhesive when the pavement temperature is above 40 °F (4 °C) or when traffic conditions require a rapid setting material.

B. Handling and Applying Adhesives

Obtain an epoxy adhesive furnished as two separate components. Combine and use the components as follows:

1. Immediately before use, thoroughly stir the individual components with separate paddles. Reject material permanently increasing in viscosity or showing settling of pigments, filler, or thixotropic additives that cannot be readily redispersed.
2. After stirring or agitating the two separate components, mix them in a one-to-one ratio and blend thoroughly until obtaining a uniform color without streaks.
3. At time of mixing, ensure that the temperature of both components is 60 ° to 80 °F (15 ° to 27 °C). If necessary, heat components using indirect heat to avoid locally overheating and decomposing the material. Do not heat adhesive above 120 °F (49 °C).
4. Place markers between the start of mixing the epoxy system and the termination of the pot life. The Engineer will designate the allowable pot life based on environmental factors. Never use a partially set mixed system that does not readily extrude around the perimeter of the marker when pressed to the roadway.
5. When using an approved fast-setting epoxy system, mix the separate components with a two-component type automatic mixing and extrusion apparatus, and place markers immediately.
6. Use bituminous adhesive furnished in approximately 30 lb (14 kg) cubes.
 - a. Heat the cubes in an oil-jacketed melting pot.
 - b. Maintain the bituminous adhesive at the manufacturer-recommended temperature during placement of the markers.
 - c. Discard bituminous adhesive heated above 450 °F (232 °C).

C. Placement of Markers

1. Surface Cleaning

Clean pavement of dirt, curing compound, grease, oil, paint, moisture, loose or unsound layers, or other material that would impair the bond between the adhesive and the roadway.

- a. Use either sand-blasting or grinding equipment to clean. Remove the dust before placing the marker.
- b. Provide cleaning equipment air lines with suitable traps to prevent oil or moisture from being redeposited on the road surface.

2. Placement Limits

Place markers as follows:

- a. Do not place markers over joints in rigid pavement.

Section 656—Removal of Pavement Markings

656.1 General Description

This work includes removing existing traffic stripes or markings according to Plans or as designated by the Engineer.

656.1.01 Definitions

General Provisions 101 through 150.

656.1.02 Related References

A. Standard Specifications

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

B. Referenced Documents

General Provisions 101 through 150.

656.1.03 Submittals

General Provisions 101 through 150.

656.2 Materials

General Provisions 101 through 150.

656.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

656.3 Construction Requirements

656.3.01 Personnel

General Provisions 101 through 150.

656.3.02 Equipment

General Provisions 101 through 150.

656.3.03 Preparation

General Provisions 101 through 150.

656.3.04 Fabrication

General Provisions 101 through 150.

656.3.05 Construction

Remove pavement markings before changing the traffic pattern. This Specification does not relieve the Contractor of the responsibilities in _____ or _____

Utilize blasting, such as sand blasting or water blasting, grinding, or other approved methods to completely remove pavement markings without materially damaging the pavement surface or texture. Repair (at the Contractor's expense) damage to the pavement or other surface from removing the markings. Use repair methods acceptable to the Engineer.

A. Blast Cleaning

Do not allow sand and other debris to accumulate and interfere with drainage or create a traffic hazard.

1. When blast cleaning within 10 ft (3 m) of a lane occupied by public traffic, immediately remove residue and dust when the sand hits the pavement surface.
2. Use a vacuum attachment operating simultaneously with blast cleaning, or use other methods approved by the Engineer.
3. Ensure that sand for blast cleaning conforms to _____

Section 656—Removal of Pavement Markings

656.3.06 Quality Acceptance

General Provisions 101 through 150.

656.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

656.4 Measurement

Removal of existing pavement markings is measured by the linear foot (meter), linear mile (kilometer), gross linear foot (meter), gross linear mile (kilometer), or square yard (meter) of the designated width and the type of stripe.

Where removal of traffic markings will be paid for by the square yard (meter), the actual number of square yards (meters) removed will be paid for. The space between the stripes or letters will be included in the overall measurement.

Removal of words in existing traffic markings is measured per each word removed.

656.4.01 Limits

General Provisions 101 through 150.

656.5 Payment

When shown as a Pay Item on the Plans, payment for removing pavement markings will be at the Contract Unit Price for the Unit. Payment is full compensation for furnishing materials, labor, equipment, and traffic control necessary to perform the work.

Payment will be made under:

Item No. 656	Removing existing solid traffic stripe ___ in (mm) wide (type)	Per linear foot (meter)
Item No. 656	Removing existing skip traffic stripe ___ in (mm) wide (type)	Per gross linear foot (meter)
Item No. 656	Removing existing solid traffic stripe ___ in (mm) wide (type)	Per linear mile (kilometer)
Item No. 656	Removing existing skip traffic stripe ___ in (mm) wide (type)	Per gross linear foot (meter)
Item No. 656	Removing existing traffic markings (type)	Per square yard (meter)
Item No. 656	Removing existing traffic markings—words	Per each

656.5.01 Adjustments

General Provisions 101 through 150.

Section 657—Preformed Plastic Pavement Markings

657.1 General Description

This work includes placing plastic pavement markings or legends according to the Plans and Specifications or as otherwise directed.

657.1.01 Definitions

General Provisions 101 through 150.

657.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

Manual on Uniform Traffic Control Devices for Streets and Highways

[QPL 74](#)

657.1.03 Submittals

Transfer to the Department manufacturer warranties or guarantees for heat-applied preformed plastic marking materials. Ensure that warranties or guarantees state that they are subject to transfer.

657.2 Materials

Select one of the following types of preformed marking material according to the Plans and Proposal:

- Type TR—Temporary Removable Plastic Marking
- Type TN—Temporary Non-removable Plastic Marking
- Type PA —Permanent Plastic Marking
- Type PB—Permanent Patterned Plastic Marking

For a list of sources, see [QPL 74](#).

A. General Requirements for Preformed Pavement Markings

1. Shapes and Sizes

Use markings that conform to the shapes and sizes outlined in the Manual on Uniform Traffic Control Devices for Streets and Highways.

2. Pigmentation

Use white or yellow pigmented plastic according to each marking type.

3. Adhesion

Use markings that can be affixed to bituminous or Portland cement concrete pavements by pressure-sensitive precoated adhesive or a liquid contact cement.

Ensure that marking adhesive adheres to the roadway under normal climactic and traffic conditions.

4. Conformability

Use markings that will mold to pavement contours, breaks, faults, and the like, by normal action of traffic at normal pavement temperatures.

5. Resealability

Use markings containing resealing characteristics that allow the material to fuse to itself or to similar previously applied material under normal use.

6. Glass or Ceramic Beads

Use markings with a layer of glass or ceramic beads bonded to the surface according to the marking type. Type PB contains ceramic beads and glass beads. Types TR, TN, and PA contain only glass beads.

Use glass beads with less than 2% by weight showing any milkiness, scoring or scratching. Use clear, transparent beads that are free from air inclusions and conform to the following:

Section 657—Preformed Plastic Pavement Markings

	Glass Beads	Ceramic Beads
Refractive Index, (tested by oil immersion)	1.50 minimum	1.70 minimum
Uniform Distribution of Spheres	0.75 minimum	0.75 minimum

7. Reflective Intensity

Determine reflective intensity using photometric testing procedures of Federal Specification L-S-300 A, Paragraph 4.4.7.

Ensure that marking types TR, TN, and PA use white or yellow film with the initial reflective intensity indicated in the table below, when measured at the angles shown. See [Subsection 657.2.C.2.k](#) for reflective intensity of Type PB.

	White		Yellow	
	0.2°	0.5°	0.2°	0.5°
Divergence Angle				
Incidence Angle	86°		86°	
Reflective Intensity --candle power per foot-candle per square foot (Candelas per Lux per square meter)	1.00	0.75	0.75	0.50

8. Composition

Use markings made of high-quality polymeric materials and pigments. Ensure types TR, PA, and PB contain the following composition of materials:

Material	Min% By Weight
Resins and Plasticizers	20
Pigments	30
Graded Glass Beads	33

B. Requirements for Temporary Markings (Types TR and TN)

1. Temporary Removable Markings (Type TR)

Use temporary, removable markings that meet the following requirements:

a. Removability

Ensure the marking material can be removed from asphaltic and Portland cement as follows:

- Lifted intact or in large pieces.
- Lifted either manually or with a roll-up device.
- Lifted at temperatures above 40 °F (5 °C) without using heat, solvents, sand blasting, or grinding.

Ensure the pavement shows no objectionable staining or damage after removing the marking.

b. Elongation and Tensile Strength

Provide temporary markings with the following elongation and tensile strength when tested according to ASTM D 638:

Elongation	0.75 minimum
Tensile Strength	40 lbs/in ² (275 kPa) minimum

Test as follows:

- 1) Cut a 1 in by 6 in (25 mm by 150 mm) specimen.
- 2) Test at a temperature between 70 °F and 80 °F (21 °C and 27 °C).
- 3) Test at a jaw speed of 12 in/min (300 m/min).

c. Adhesion

Ensure that at least 10 lbs (20 N) of force is required to lift stuck-on marking material from the pavement.

d. Glass Bead Retention

Confirm the glass bead retention quality of marking material in both of the following ways:

Section 657—Preformed Plastic Pavement Markings

1) Laboratory Test

- Take a 2 in by 6 in (50 mm by 150 mm) sample.
- Bend the sample over a ½ in (13 mm) diameter mandrel, leaving the 2 in (50 mm) side perpendicular to the mandrel axis.
- Ensure that the area on the mandrel shows no more than 10 percent of the beads entrapped by the binder less than 40 percent.

2) Field test

Ensure the beads cannot be easily removed by scratching the material firmly with the thumbnail.

e. Skid Resistance

Ensure that the material surface provides a 35 BPN minimum skid resistance value when tested according to ASTM E 303.

f. Thickness

Ensure that the removable marking material is at least 20 mils (0.50 mm) thick not including the backing adhesive.

2. Temporary Non-Removable markings (Type TN)

This type of pavement marking may use a conformable metallic foil backing with a precoated pressure-sensitive adhesive.

a. Abrasion Resistance

Use marking material that does not wear through to the backing surface in less than 125 cycles.

Test according to Federal Test Standard 141, Method 6192, using an H-22 wheel and a 250 gram load.

b. Skid Resistance

Ensure the retroreflective pliant polymer surface provides a skid resistance value of at least 35 BPN. Test according to ASTM E 303.

c. Elongation and Tensile Strength

No test for elongation and tensile strength is required for type TN marking.

d. Glass Bead Retention

Refer to [Subsection 657.2.B.1.d, “Glass Bead Retention”](#) for types TR and TN.

e. Thickness

Ensure the nonremovable marking material is at least 20 mils (0.50 mm) not including the adhesive backing.

C. Requirements for Permanent Markings (Types PA and PB)

1. Permanent Plastic Marking (Type PA)

Provide permanent plastic markings with these features:

a. Adhesive and Backing

Use markings supplied with the following:

- A precoated adhesive
- An easily removable backing to protect the adhesive
- An adhesive backing that allows repositioning of the marking on the surface before permanently sticking with greater pressure

In addition, supply rolls of lane lines with a precoated adhesive but without the protective backing material.

b. Pigments

1) White

Use white marking material with at least 20 percent of the total pigment consisting of titanium dioxide that meets Federal Specification TT-P442 for a dense opaque marking.

2) Yellow

Use yellow marking material with sufficient yellow pigment for a durable finished color.

In addition, match the yellow to the Highway Yellow Color Tolerance Chart and Chip 33538 of Federal Standard 595.

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3) Appearance

Ensure that each marking meets the following appearance standards:

- Markings are extruded to a uniform thickness.
- Edges are smoothly cut and true.
- Glass spheres are retained on all sides by the plastic base material.
- The wearing surface is free of indentations, displaced spheres, or other irregularities that retain dirt, dust, or other foreign materials.

c. Thickness

Ensure the permanent material is at least 60 mils (1.52 mm) thick, without the pre-coated adhesive.

d. Glass Bead Retention

Confirm that the surface glass beads are strongly bonded and are not easily removed by traffic. Test them as follows:

- 1) Use a Taber Abraser with an H-18 wheel and 125 gram load.
- 2) Inspect the sample at 200 cycles under the microscope to observe the extent and type of bead failure.
- 3) Ensure that no more than 15 percent of the beads have popped-out.
- 4) Verify that the predominant mode of failure is “wear-down” of the beads.

e. Reseal Test

Test the plastic to confirm that it reseals to itself. Test as follows:

- 1) Cut two samples, 1 in by 3 in (25 mm by 75 mm) each, keeping the adhesive backing material in place.
- 2) Overlap these pieces face-to-face on a flat steel plate. The overlap area should be 1 in² (625 mm²).
- 3) Center a 1000 gram weight over the overlap area.
- 4) Place the sample in an oven for 2 hours at 190 °F ± 10 °F (88 °C ± 5 °C).
- 5) Cool the sample to room temperature.
- 6) Ensure the sample pieces cannot be separated except by tearing. Reject material that separates without tearing.

f. Tensile Strength and Elongation

Ensure that the permanent markings have the following elongation and tensile strength when tested according to ASTM D 638:

Elongation	75% minimum
Tensile Strength	150 psi (1035 kPa) minimum

Test as follows:

NOTE: Run this test 3 times and base the result on an average of the 3 tests.

- 1) Cut 3 specimens, 1 in by 6 in (25 mm by 150 mm) each.
- 2) Place 1 in² (625 mm²) of carborundum extra-coarse emery cloth or its equivalent at each end of the test specimens to prevent the adhesive from sticking to test equipment.
- 3) Test at a temperature between 70 ° and 80 °F (21° and 27 °C).
- 4) Test at a jaw speed of 10 to 12 in/min (250 mm to 300 mm/min).

g. Skid Resistance

Test the plastic surface to verify that it provides a skid resistance value of at least 45 BPN. Test according to ASTM E 303.

h. Abrasion Resistance

Ensure that plastic loses no more than 0.25 grams of weight in 500 revolutions when abraded according to Federal Test Method Standard No. 141 (Method 6192).

Test the material with calibrated H-18 wheels with a 1000 gram load on each wheel.

i. Adhesive Shear Strength

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Ensure that the load required to break the adhesive bond is strong enough to resist a load at least 10 lbs (4.54 kg).

Test as follows:

NOTE: Run this test 3 times and base the result on an average of the 3 tests

- 1) Cut 3 specimens, 1 in by 6 in (25 mm by 150 mm) each.
 - 2) Apply a 1 in by 3 in (25 mm by 75 mm) piece of carborundum extra coarse emery cloth or its equivalent to the adhesive face of each test strip. Overlap the area by 1 in² (625 mm²).
 - 3) Apply 60 psi (415 kPa) of pressure over the overlapped area for 120 seconds.
Apply the load by gripping the ends of each laminated piece in a tensile test machine, such as a Dillon or Scott tester.
 - 4) Run the test at 77 °F (25 °C).
 - 5) Run the test at 0.25 in/min (64 mm/min).
2. Permanent Patterned Plastic Marking (Type PB)
- Use patterned plastic markings with these features:
- a. Patterned Surface
Ensure that the patterned surface has the following characteristics:
 - A reflective layer of ceramic beads bonded to a durable polyurethane topcoat.
 - The raised area comprises between 35 and 65 percent of the total marking face.
 - The surface presents a near vertical face to traffic from any direction.
 - The Office of Materials and Research approves the pattern configuration.
 - The channels between raised areas are free of exposed beads or particles.
 - b. Adhesive and Backing
Refer to [Subsection 657.2.C.1.a, “Adhesive and Backing”](#) for Type PA.
 - c. Pigments
Refer to [Subsection 657.2.C.1.b, “Pigments”](#) for Type PA.
 - d. Ceramic Beads
Ensure that the top layer of ceramic beads is bonded to a durable polyurethane surface.
 - e. Ceramic Bead Retention
Refer to [Subsection 657.2.C.1.d, “Glass Bead Retention”](#) for Type PA.
 - f. Thickness
Ensure the materials are at least 60 mils (1.52 mm) thick, not including the pre-coated adhesive backing.
 - g. Reseal Test
Refer to [Subsection 657.2.C.1.e, “Reseal Test”](#) for Type PA.
 - h. Tensile Strength and Elongation
Refer to [Subsection 657.2.C.1.f, “Tensile Strength and Elongation”](#) for Type PA.
 - i. Skid Resistance
Refer to [Subsection 657.2.C.1.g, “Skid Resistance”](#) for Type PA.
 - j. Abrasion Resistance
Refer to [Subsection 657.2.C.1.h, “Abrasion Resistance”](#) for Type PA.
 - k. Reflective Intensity
Determine reflective intensity using photometric testing procedures of Federal Specification L-S-300 A, Paragraph 4.4.7. Reflective values are as follows:

	White			Yellow		
Observation Angle	0.2°	1.0°	1.05°	0.2°	1.0°	1.05°

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Entrance Angle	86°	86.5°	88.8°	86°	86.5°	88.8°
Reflective Intensity--candle power per foot-candle per 5 ft ² (Candelas per Lux per square meter)	1.10	0.70	0.50	0.80	0.50	0.30

657.2.01 Delivery, Storage, and Handling

A. Marking Storage

Use markings manufactured and packaged for storage at normal shelf temperatures for 1 year.

B. Contact Cement Storage

Use contact cements with a shelf life of 6 months.

657.3 Construction Requirements

General Provisions 101 through 150.

657.3.01 Personnel

Send a factory-trained representative from the material manufacturer to the jobsite at the start of each project.

657.3.02 Equipment

General Provisions 101 through 150.

657.3.03 Preparation

General Provisions 101 through 150.

657.3.04 Fabrication

General Provisions 101 through 150.

657.3.05 Construction

Remove existing pavement markings according to [Subsection 653.3.05.B, "Removing Existing Stripe."](#)

A. Pre-Conditions for Applying Markings

1. Meet the following conditions before applying markings onto new asphaltic pavements:
 - The ambient temperature is 60 °F (15 °C) and rising .
 - New asphaltic pavement temperature is at least 120 °F (49 °C).
 - The plastic can be applied to new asphaltic pavement immediately before the new surface is rolled for the final time.
 - Conventional steel rollers and water used with them do not impede the plastic's application.
2. Meet the following conditions before applying markings onto all pavements:
 - The ambient temperature is 60 °F (15 °C) and rising.
 - The pavement temperature is at least 70 °F (21 °C) and rising.
 - The previous night temperature did not fall below 40 °F (4 °C).
 - No significant rainfall occurred 24 hours prior to the plastic's application.

B. Remove Existing Stripe

Remove at least 90% of existing traffic stripe under either of the following conditions:

- On Portland cement concrete pavement where the new stripe is to be placed at the same location as the existing marking
- On all pavements where the new stripe is to be placed at a location different from the existing marking

C. Applying Markings

Apply markings as follows:

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1. Thoroughly clean the pavement. Clean with compressed air, hand brooms, rotary brooms, scrapers, or other approved methods which leave the pavement thoroughly clean and undamaged. Remove all vegetation and road film from the area to be striped. Mechanically wire brush or abrasive blast clean all new Portland cement concrete pavement surfaces to remove all laitance and curing compound from the area to be striped.
2. Apply an adhesive activator according to the manufacturer's recommendations, when required.
3. Position markings according to the Plans.
4. Press positioned markings firmly onto the pavement.
5. Offset longitudinal lines at least 2 in (50 mm) from construction joints of Portland cement concrete pavements.

D. Tolerances and Appearance

1. Cut off all stripe ends squarely and cleanly.
2. The length of the 10 ft (3 m) segment for skip stripe and the 30 ft (9 m) gap between segments may vary plus or minus 1 in (25 mm). Do not allow the alignment of skip stripe to deviate from the intended alignment by more than 0.5 in (13 mm). Do not allow the alignment of edge stripe to deviate from the intended alignment by more than 0.5 in (13 mm) on tangents and on curves with a radius up to and including one degree. Do not allow the alignment of edge stripe to deviate from the intended alignment by more than 1 in (25 mm) on curves exceeding one degree.
3. Stop work when deviation exceeds the above dimensions, and remove the nonconforming stripe.

657.3.06 Quality Acceptance

Segments of preformed plastic traffic stripe that have been placed according to the Plans and Specifications may be accepted 30 days after the required work is complete in that segment. If Preformed Plastic Traffic Stripe fails to meet Plan details or Specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to [Section 656](#) and replace it according to this Specification. No additional payment will be made for removal and replacement of unsatisfactory striping.

657.3.07 Contractor Warranty and Maintenance

A. Warranties

Transfer all warranties or guarantees normally furnished by the manufacturer to the Department. Include a provision that warranties are subject to transfer. Warrant Type PB Plastic Markings to adhere to the pavement and to provide a minimum coefficient of retroreflection of 0.10 candles per ft-candle per square foot (0.10 candela per lux per square meter) when measured at 1.0 ° observation angle and 86.5 ° entrance angle for a period of at least 6 years for longitudinal markings and at least 2 years for intersection markings and symbols under normal traffic conditions.

B. Maintenance

Use the following according to manufacturer's instructions to ensure effective marking performance:

- Solvents or adhesives
- Appropriate equipment
- Recommendations for application

657.4 Measurement

Preformed plastic pavement markings complete in place and accepted are measured as follows:

A. Solid Traffic Stripe

Solid stripe is measured by the linear foot (meter) or linear mile (kilometer) as specified. Breaks or omissions in solid lines and stripes at street or road intersections are not measured for payment.

B. Skip Traffic Stripe

Skip stripe is measured by the gross linear foot (meter) or gross linear mile (kilometer) as specified. The unpainted spaces between the stripes are included in the overall measurement, if the Plan ratio is not interrupted. Measurement begins and ends on a stripe.

Section 657—Preformed Plastic Pavement Markings

C. Payment by Square Yard (Meter)

When preformed pavement markings are paid for by the square yard (meter), the number of square yards (meters) covered is measured. The space between the markings is included in the overall measurement. The color, width, and type are according to the Plans.

D. Preformed Plastic Word or Symbol

Each preformed plastic word or symbol, complete according to Plan dimensions, is measured by the unit. The code for each word or symbol is stated in the Plans.

E. Removing Existing Pavement Markings

Measurement and payment for removing pavement markings will be according to [Section 656](#) when shown in the Proposal as a payment Item. Otherwise, removal will not be paid for separately, but will be included in the payment for other Work under this Section.

657.4.01 Limits

General Provisions 101 through 150.

657.5 Payment

Payment in each case is full compensation for applying markings, including adhesives, cleaning, application, and traffic control necessary to complete the Item.

Payment will be made under:

Item No. 657.	Preformed plastic solid pavement markings _____ in (mm), (<u>color</u>), (<u>type</u>)	Per linear foot (meter)
Item No. 657.	Preformed plastic solid pavement markings _____ in (mm), (<u>color</u>), (<u>type</u>)	Per linear mile (kilometer)
Item No. 657.	Preformed plastic skip pavement markings _____ in (mm), (<u>color</u>), (<u>type</u>)	Per gross linear foot (meter)
Item No. 657.	Preformed plastic skip pavement markings _____ in (mm), (<u>color</u>), (<u>type</u>)	Per gross linear mile (kilometer)
Item No. 657.	Preformed plastic pavement markings	Per square yard (meter)
Item No. 657.	Preformed plastic pavement markings, words or symbols (<u>color</u>), (<u>type</u>)	Per each

657.5.01 Adjustments

General Provisions 101 through 150.

Section 659—Hot Applied Preformed Plastic Pavement Markings

659.1 General Description

This work includes furnishing and placing hot applied preformed plastic pavement markings according to these Specifications and at locations shown in the Plans or as otherwise directed. Use applied markings that are very durable, impervious to oil and grease, and provide immediate and continuing retroreflectivity. Use hot applied preformed plastic pavement markings that are compatible with existing alkyd and hydrocarbon thermoplastic material.

659.1.01 Definitions

General Provisions 101 through 150.

659.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

Manual on Uniform Traffic Control Devices for Streets and Highways

AASHTO M 249

659.1.03 Submittals

Transfer to the Department all manufacturer warranties or guarantees for heat-applied preformed plastic marking materials. Ensure that warranties or guarantees can be transferred.

659.2 Materials

A. Marking Characteristics

Ensure that markings have the following characteristics:

Composition

The pavement marking material shall consist of a homogeneous mixture of high quality hydrocarbon resin, alkyd resin, or modified ester rosin solution in conjunction with aggregates, pigments, binders, and glass beads. Use thermoplastic material that conforms to AASHTO M 249, except for relevant differences due to the material being supplied in a preformed state.

The markings shall contain at least 30% glass beads that conform to AASHTO M 247, Type 1. Use glass beads that are clear and transparent with at least 80% true spheres. The glass beads shall have a minimum index of refraction of 1.50.

Pigmentation

White

The white markings shall contain at least 8% by weight of titanium dioxide pigment meeting ASTM D 476, Type II, Rutile. The color shall be Federal Highway White, Color 17886, as per Federal Standard 595. The white markings shall have a minimum daylight reflectance (Y value) at 45°/0° of 80%.

Yellow

The yellow markings shall contain sufficient yellow pigment to ensure a color of Federal Highway Yellow, Color 13538, as per Federal Standard 595. The yellow markings shall have a minimum daylight reflectance (Y value) at 45°/0° of 45%.

Shapes and Sizes

Prefabricated legends and symbols must conform to the applicable shapes and sizes outlined in the “Manual on Uniform Traffic Control Devices for Streets and Highways.” As an option, turn arrows and combination arrows may come without pre-applied surface glass beads to allow reversibility.

Thickness

Ensure that the material is at least 0.125 in (3.175 mm) thick.

Retroreflectivity

The preformed markings shall have the following initial minimum reflectivity values:

Section 659—Hot Applied Preformed Plastic Pavement Markings

White @ 86.5° incidence angle and 1.5° divergence angle	350 candle power/ft candle ft ² (350 mc/lx/m ²)
Yellow @ 86.5° incidence angle and 1.5° divergence angle	200 candlepower/ft candle ft ² (200 mc/lx/m ²)

Skid Resistance

The surface of the preformed markings shall provide a minimum skid resistance of 45 BPM when tested according to ASTM E 303.

B. Heating Characteristics

The preformed markings shall be capable of being affixed to bituminous or Portland cement concrete pavements by the use of the normal heat of a torch recommended by the manufacturer and according to the manufacturer's installation guidelines. The preformed markings shall have resealing characteristics so that it will fuse with itself and with previously applied marking material of the same composition under normal conditions of use.

659.2.01 Delivery, Storage, and Handling

The markings shall be manufactured and packaged in a way that permits storage at normal shelf temperatures for up to one year after purchase.

659.3 Construction Requirements

659.3.01 Personnel

General Provisions 101 through 150.

659.3.02 Equipment

General Provisions 101 through 150.

659.3.03 Preparation

General Provisions 101 through 150.

659.3.04 Fabrication

General Provisions 101 through 150.

659.3.05 Construction

A. Pre-Conditions for Applying Markings with Heat

Apply markings under the following conditions:

1. Apply markings when the ambient temperature is 35 °F (2 °C) or above.

Apply markings when the pavement is clean, dry, and free of debris.

Apply drop-on glass beads to the entire surface of preformed markings that do not have factory pre-applied surface beads.

Apply the drop-on glass beads to the preformed marking material while still in a liquid state. Use beads that meet the same requirements specified in [Subsection 659.2.A](#).

659.3.06 Quality Acceptance

Materials shall be evaluated by the National Transportation Product Evaluation Program (NTPEP), the Georgia Department of Transportation or other State DOT test facilities before being approved for use. Data generated from the field tests will be used to select those materials that have performed satisfactorily during the evaluation period.

Hot applied preformed plastic pavement markings that have met the laboratory test and field test requirements will be placed on the Georgia Department of Transportation Qualified Products List. The manufacturer shall certify that the Hot Applied Preformed Plastic Pavement Markings supplied to construction and maintenance projects is formulated of the same material as when tested by NTPEP and will conform to the requirements of this Specification. Products that have met all the requirements in this Section but fail to perform adequately in actual use will be removed from the Qualified Products List.

659.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

659.4 Measurement

Heat-applied preformed plastic pavement markings, complete in-place and accepted, are measured as follows:

Section 659—Hot Applied Preformed Plastic Pavement Markings

A. Solid Traffic Stripe

Solid traffic stripe of the color, width, and type shown on the Plans or in the Proposal will be measured by the linear foot (meter) or linear mile (kilometer) as specified. Breaks or omissions in solid lines or stripes at street or road intersections will not be measured for payment.

B. Skip Traffic Stripe

Skip traffic stripe of the color, width, and type shown on the Plans or in the Proposal will be measured by the gross linear foot (meter) or gross linear mile (kilometer) as specified. The unpainted spaces between the stripes will be included in the overall measurement if the Plan ratio remains uninterrupted. Measurement will begin and end on a stripe.

C. Payment by Square Yard (Meter)

When hot applied preformed plastic pavement markings are paid for by the square yard (meter), the actual number of square yards (meters) covered will be measured in the overall measurement, including the space between the markings. The color, width, and type shall be indicated on the Plans.

D. Heat Applied Preformed Plastic

Each heat-applied preformed plastic word or symbol, complete according to Plan dimensions, is measured by the unit. The code for each word or symbol is stated in the Plan.

659.4.01 Limits

General Provisions 101 through 150.

659.5 Payment

Payment in each case will be full compensation for all aspects of heat-applied markings, including adhesives, cleaning, application, and traffic control necessary to complete the Item.

Payment will be made under:

Item No. 659	Hot applied preformed plastic solid pavement markings_____ in (mm), (color), (type)	Per linear foot (meter)
Item No. 659	Hot applied preformed plastic solid pavement markings_____ in (mm), (color), (type)	Per linear mile (kilometer)
Item No. 659	Hot applied preformed plastic skip pavement markings_____ in (mm), (color), (type)	Per gross linear foot (meter)
Item No. 659	Hot applied preformed plastic skip pavement markings_____ in (mm), (color), (type)	Per gross linear mile (kilometer)
Item No. 659	Hot applied preformed plastic pavement markings	Per square yard (meter)
Item No. 659	Hot applied preformed plastic pavement markings words or symbols (color), (type)	Per each

659.5.01 Adjustments

General Provisions 101 through 150.

EXHIBIT 8

Note 1: For the greatest effectiveness, the Organo Montmorillonite should be pretreated with 20 – 30% (95%) methyl alcohol by weight.

Note 2: The non-volatile vehicle shall be composed of 1:1 proportions by weight of raw linseed oil and alkyd resin, respectively.

Table 5—No 2B, Aluminum

Requirement	Maximum	Minimum
Paint Composition		
Aluminum Paste, AASHTO M 69, lbs (kg)	—	2 (0.24)
Aluminum Vehicle, AASHTO M 69, gal (L)	1 (1)	—
Drying Time, hours		
Set to touch	8	2
Dry through	24	—
Note: Refer to _____ for additional requirements.		

Table 6—No. 2W, Waterborne Intermediate Coat

Requirement	Maximum	Minimum
Pigment Composition, percent by weight		
Pigment	—	38
Vehicle	62	—
Coarse Particles, total residue retained on 60 µm sieve, based on paint, percent by weight	0.5	—
Fineness of Grind, North Standard	—	4
Viscosity, Krebs Units	100	90
Drying Time, hours		
Set to touch	3	—
Dry through	24	—
Weight, lbs/gal (kg/L)	—	11.0 (1.32)
Pigment Composition, percent by weight		
Zinc Phosphate	—	10
Calcium Carbonate	—	30
Magnesium Silicate ASTM D 605	12	—

Requirement	Maximum	Minimum
Titanium Dioxide ASTM D 476 Type IV	—	40
Vehicle Composition, percent by weight		
Non-Volatile Binder Solid, HG-54 or HG-56 ¹	—	30
Methyl Carbitol	—	5
Texanol	—	2
Dibutyl Phthalate	—	2
Other Additives	5	—
Notes: ¹ or approved equivalent		

Table 7—No. 3A, Brown, Brush, Roller, or Airless Spray Type

Requirement	Maximum	Minimum.
Paint composition, percent by weight		
Pigment	47.0	45.0
Vehicle	55.0	53.0
Pigment composition, percent by weight		
Basic Lead Silico Chromate, ASTM D 1648	38.0	36.0
Red Iron Oxide—85%, ASTM D 3721	28.0	27.0
Titanium Dioxide, Rutile, Chalk Resistant, ASTM D 476, Type IV	16.5	15.5
Barium Sulfate, ASTM D 602	—	14.5
Organo Montmorillonite	—	0.6
Tinting Colors (Phthalocyanine blue, Lampblack, and Yellow Iron Oxide)	Remainder	
Vehicle composition, percent by weight		
Alkyd Resin, TT-R-266, Type I, Class A	—	57.0
Raw Linseed Oil, ASTM D 234	—	20.0
Mineral spirits, driers, antiskinning agents and methanol/water 95/5—prewet Organo Montmorillonite with 95/5 methanol/ water before adding to grind	23.0	—
Percent non-volatile vehicle	—	59.0
Color: Match Federal Standard Colors No. 595-30111		
Properties of finished paint		
Weight, lbs/gal (kg/L)	—	11.5 (1.38)
Viscosity, Krebs units	75	68
Fineness of grind, North Standard	—	4.0

Table 8—No. 3B, Green, Brushing, Roller, or Airless Spray Type

Requirement	Maximum	Minimum
Paint Composition, percent by weight		
Pigment	—	40
Vehicle	60	—
Coarse Particles, total residue retained on No. 325 sieve, based on paint, percent by weight	0.5	—
Fineness of Grind, North Standard	—	4
Viscosity, Krebs Units	85	75
Moisture Content, percent by weight	0.5	—
Drying Time, hours	8	—
Weight, lbs/gal (kg/L)	—	10.1(1.21)
Color: Shall match the Department's Standard Color Chip		
Pigment Composition, percent by weight		
Zinc Hydroxy Phosphite, ASTM D 4462	—	25
Titanium Dioxide, ASTM D 476, Type IV	—	2
Magnesium Silicate, ASTM D 605	45	40
Organo Montmorillonite ¹	1.5	1.2
Chromium Oxide, ASTM D 263	18	15
Pure Tinting Colors (No chrome green allowed)	Remainder	
Yellow Iron Oxide, ASTM D 768		
Red Iron Oxide, ASTM D 3721		
Lamp Black, ASTM D 209		
Phthalocyanine Green, ² ASTM D 3021		
Vehicle Composition, percent by weight		
Non-Volatile	—	55
Alkyd Resin Solution, Federal Specification TT-R-266, Type I, Class "A"		
Thinners and Driers	45	—
Thinners, Federal Specifications, TT-T-291		
Driers, ASTM D 600 Class "C"		
<p>NOTE: ¹ Prewet Organo Montmorillonite with 20-30% (95%) methyl alcohol by weight.</p> <p>² Chlorinated Copper Phthalocyanine, full strength, oil dispersable.</p>		

Table 9—No. 3W, Waterborne Green

Requirement	Maximum	Minimum
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Requirement	Maximum	Minimum
Paint Composition, percent by weight		
Pigment	—	15
Vehicle	85	—
Coarse Particles, total residue retained on 60 µm sieve, based on paint, percent by weight	0.5	—
Fineness of Grind, North Standard	—	4
Viscosity, Krebs Units	100	90
Drying time, hours		
Set to touch	3	—
Dry through	24	—
Weight, lbs/gal (kg/L)	—	9.35 (1.12)
Color: Shall match the Department's standard color chip		
Pigment Composition, percent by weight		
Zinc Phosphate	—	10
Titanium Dioxide, ASTM D 476, Type IV	—	5
Magnesium Silicate ASTM D 605	25	—
Calcium Carbonate	35	—
Pure Tinting Colors (No chrome green allowed)	Remainder	
Yellow Iron Oxide ASTM D 768		
Red Iron Oxide ASTM D 3721		
Lamp Black ASTM D 209		
Phthalocyanine Green ASTM D 3021		
Vehicle Composition, percent by weight		
Non-Volatile Binder Solids, HG-54 or HG-56 ¹	—	30
Methyl Carbitol	—	5
Texanol	—	4
Other Additives	5	—
NOTE: ¹ or approved equivalent		

B. Fabrication

1. No. 2B, Aluminum

Prepare the aluminum paint by thoroughly mixing aluminum paste with mixing vehicle.

- a. Ensure the paints are well ground, do not settle or cake badly in the container, and are readily broken up to a smooth, uniform paint of good brushing consistency.
- a. Use 2 lbs (0.24 kg) of paste to 1.0 gal (1.0 L) of vehicle. Mix this at the factory.

- b. Ensure a thorough mix with a minimum of stirring. Ensure that the paint shows satisfactory leveling qualities and solidly covers in one coat without running, streaking, or sagging.
- c. If applying two coats of aluminum paint, tint the first coat with iron blue paste to help distinguish the two coats.

C. Acceptance

See

D. Materials Warranty

General Provisions 101 through 150.

870.2.02 Traffic Line Paints

A. Requirements

Use traffic line paints that meet the applicable requirements of _____ and the following:

1. No. 4C, Black Traffic Line Paint

- a. Paint Composition: (See _____).
- b. Finished Paint:

- 1) Flexibility: Ensure paint flexibility by following this procedure:
 - a) Use a doctor blade or other suitable means to apply the paint to a 30-gauge (0.39 mm) clean tin plate panel. Apply to a wet film thickness of approximately 2 mils (0.05 mm).
 - b) Dry the panel in a horizontal position for 18 hours, and then bake it for 5 hours at 220 °F to 225 °F (105 °C to 110 °C).
 - c) Cool the panel to approximately 77 °F (25 °C) and bend double over a ½ inch rod (13 mm rod). Ensure that the film does not show cracking or flaking upon bending or straightening.
- 2) Color: Ensure that the paint dries to a pure, flat black and furnishes the maximum amount of opacity and visibility under both daylight and artificial light.
 Ensure that the paint does not discolor when exposed to weather or traffic and does not appreciably discolor with stains during service life on either concrete or bituminous surfaces.
- 3) Weight per gallon (liter): Use paint weighing at least 14.0 lb/gal (67 kg/L) at 77 °F (25 °C).
- 4) Consistency: The paint viscosity when measured at 77 °F shall be 85 to 100 Krebs Units.
- 5) Moisture content: The paint shall contain no more than 0.5% water.
- 6) Drying: The paint shall dry to no pickup within 45 minutes when tested according to ASTM D 711.
- 7) Spraying: The paint shall be factory-mixed ready for application through spray machines without using thinners.
- 8) Storage: The paint shall not cake, liver, thicken, curdle, gel, or show other objectionable properties after storage for 6 months.
- 9) Coarse particles and skins: The paint shall not contain more than 1.0 percent of coarse particles and skins.
- 10) Fineness of Grind: The paint shall have a grind of 3 to 5 Hegman scale.
- 11) Packaging: The finished paint shall be passed through a No. 40 mesh screen while filling the containers.

Table 10—No 4C, Black Traffic Line Paint

Requirement	Maximum	Minimum
Paint composition, percent by weight Pigment	43.0	41.0

Vehicle	59.0	57.0
Non-volatile vehicle, percent by weight of vehicle	—	42.0
Pigment composition, percent by weight		
Lamp Black, ASTM D 209	—	3.0
Calcium Carbonate, ASTM D 1199, Type GC (Note 1), Grade 1	34.0	32.0
Diatomaceous Silica, ASTM D 604, Type B	23.0	21.0
Magnesium Silicate, ASTM D 605	44.0	42.0
Organo Montmorillonite (Note 2)	0.8	0.3
Vehicle Composition, percent by weight		
Alkyd resin solution	—	70.0
Petroleum thinner, driers, and other additives	30.0	—
Alkyd Resin Solution Characteristics		
Type	Pure Drying Alkyd	
Type of oil	Soya, Linseed, or a mixture of the two	
Non-volatile, percent by weight	61	59
Volatile type	VM & P Naphtha	
Viscosity, Gardner-Holdt	Z ⁵	Z ³
Viscosity, at 45% solids	G	D
Color, Gardner—1953	10	3
Acid number, solids basis	8	—
Alkyd Resin Solution Characteristics,		
lbs/gal (kg/L) solution	7.75 (0.93)	7.66 (0.92)
Modifying oil iodine number (Note 3)	—	115
Phthalic Anhydride, percent by weight of non-volatile	—	33
Oil Acids, percent	55	48
Compatibility	500% in VM & P Naphtha	
Resin and/or Derivatives	None	
Phenolic Resin Modifiers	None	

Notes for Table 10:

1. You may use the following chemical composition requirements for calcium carbonate in lieu of those for Type GC. However, all physical properties prescribed for Type GC, Grade 1, are required.

Requirement	Maximum	Minimum
Moisture and other volatile matter, percent by weight	0.2	—
Total Calcium and Magnesium Carbonates, percent by weight	—	95
Magnesium Carbonate	3	

2. Prewet Organo Montmorillonite with 20-30% (95%) methyl alcohol by weight.
3. Use modifying oil acids, isolated by Federal Test Method No. 141, Method 7031 that have an Iodine Number as specified in Table 870.9, Alkyd Resin Solution Characteristics

2. No. 5A, Waterborne White Traffic Line Paint

a. Paint Composition: (See 1.)

b. Finished Paint

- 1) Flexibility: Apply the paint to a 30 gauge (0.39 mm), clean tin plate panel, to a wet film thickness of approximately 2 mils (0.05 mm). Use a doctor blade or other suitable means.
 - a) Dry the panel horizontally for 18 hours.
 - b) Bake the panel for 5 hours at 220 ° to 230 °F (105 ° to 110 °C).
 - c) Cool the panel to about 77 °F (25 °C) and bend it double over a 1/2 in (13 mm) rod. Ensure that the film does not crack or flake when bent or straightened.
- 2) Bleeding: Ensure that the paint does not bleed over a bituminous surface type used in Georgia.
- 3) Color: Ensure that the paint dries to a pure, intense white and furnishes the maximum amount of opacity and visibility under both daylight and artificial light.
Ensure that the paint does not discolor when exposed to weather or traffic and does not appreciably discolor with stains during service life on either concrete or bituminous surfaces.
- 4) Consistency: Use paint with a viscosity of 80 - 100 Krebs units at 77 °F (25 °C).
- 5) Drying: Ensure that the paint dries to no-pick-up within six minutes when tested according to ASTM D 711.
Ensure that the paint dries through within 20 minutes when applied at 15 mils (0.38 mm) wet thickness at 77 °F (25 °C).
- 6) Spraying: Mix the paint at the factory so it can be applied by spray machines without adding thinners.
- 7) Storage: Ensure that the paint does not cake, liver, thicken, curdle, gel, or show any other objectionable properties after storage for six months.
- 8) Coarse Particles and Skins: Ensure that the paint contains less than 1 percent of coarse particles and skins.
- 9) Fineness of Grind: Ensure that the paint has a grind of 2 to 5 Hegman scale.
- 10) Weight per liter gallon: Use paint weighing at least 14.00 lb/gal. at 77 °F (1.68 kg/L at 25 °C).
- 11) Packaging: Pass the finished paint through a No. 40 (425 µm) screen while filling the containers.
- 12) Freeze-Thaw and Heat Stability: Ensure that the paint shows no coagulation, discoloration, or change in consistency greater than 10 Krebs units, when tested according to TT-P-1952B.
- 13) pH: Ensure that the pH is greater than 9.5.

Table 11—No. 5A Waterborne White Traffic Line Paint

Requirement	Maximum	Minimum
Paint Composition, percent by weight		
Pigment	63.0	60.0
Vehicle	40.0	37.0
Non-Volatile Vehicle, percent by weight of vehicle	50.0	42.0
Pigment Composition, percent by weight		
Titanium Dioxide, ASTM D 476		

Requirement	Maximum	Minimum
Type II, Rutile	—	13.0
Calcium Carbonate, ASTM A 1199		
Type GC Grade 1	87.0	—
Vehicle Composition, percent by weight		
Acrylic Emulsion E-2706 or DT211NA (50% NV) ¹	90.0	85.0
Methanol	3.0	1.0
Texanol Coalsecent	5.0	4.0
Other Additives	5.0	0.0
Propylene Glycol	—	3.0
NOTE: ¹ Or approved equivalent		

3. No. 5B, Waterborne Yellow Traffic Line Paint

a. Paint Composition: (See).

b. Finished Paint:

- 1) Flexibility: Apply the paint with a doctor blade to a 30 gauge (0.39 mm), clean tin plate panel, to a wet film thickness of approximately 2 mils (0.05 mm).
 - a) Dry the panel horizontally for 18 hours.
 - b) Bake the panel for 5 hours at 220 ° to 230 °F (105 ° to 110 °C).
 - c) Cool the panel to about 77 °F (25 °C) and bend it double over a 1/2 in (13 mm) rod. Ensure that the film does not crack or flake when bent or straightened.
- 2) Bleeding: Ensure that the paint does not bleed on any bituminous surface type used in Georgia.
- 3) Color: Ensure that the paint dries to a bright yellow that matches color chip #33538 of Federal Color Standard #595B, within the limits of the Highway Yellow Color Tolerance Chart.
Ensure that the paint does not discolor when exposed to weather or traffic and does not appreciably discolor from stains during service life on either concrete or bituminous surfaces.
- 4) Consistency: Ensure a viscosity of 80 - 100 Krebs units at 77 °F (25 °C).
- 5) Drying: Ensure that the paint dries to no-pick-up within 6 minutes when tested according to ASTM D 711. Ensure that the paint dries through within 20 minutes when applied at 15 mils (0.38 mm) wet thickness at 77 °F (25 °C).
- 6) Spraying: Mix the paint at the factory so it can be applied by spray machines without adding thinners.
- 7) Storage: Ensure that the paint does not cake, liver, thicken, curdle, gel, or show any other objectionable properties after storage for 6 months.
- 8) Coarse Particles and Skins: Ensure that the paint contains less than 1 percent of coarse particles and skins.
- 9) Fineness of Grind: Ensure that the paint has a grind of 3 to 5 Hegman scale.
- 10) Weight per Gallon (liter): Use paint weighing at least 13 lb/gal (1.56 kg/L) at 77 °F (25 °C).
- 11) Packaging: Pass the finished paint through a No. 40 (425 µm) screen while filling the containers.
- 12) Freeze-Thaw and Heat Stability: Ensure that the paint shows no coagulation, discoloration, or change in consistency greater than 10 Krebs units, when tested according to TT-P-1952B.
- 13) pH: Ensure that the pH is greater than 9.5.

Table 12—No. 5B, Waterborne Yellow Traffic Line Paint

Requirement	Maximum	Minimum
Paint Composition, percent by weight		
Pigment	63.0	60.0
Vehicle	40.0	37.0
Non-Volatile Vehicle, percent by weight of vehicle	50.0	42.0
Pigment Composition, percent by weight		
Titanium Dioxide, ASTM D 476 Type II, Rutile	—	4.0
Lead-free organic yellow No. 65	—	5.0
Calcium Carbonate, ASTM D 1199 Type GC Grade 1	91.0	—
Vehicle Composition, percent by weight		
Acrylic Emulsion E-2706 or DT211NA (50% NV) ¹	90.0	85.0
Methanol	3.0	1.0
Texanol Coalsecent	5.0	4.0
Other Additives	5.0	—
Propylene Glycol	—	3.0
NOTE: ¹ or approved equivalent		

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

See

D. Materials Warranty

General Provisions 101 through 150.

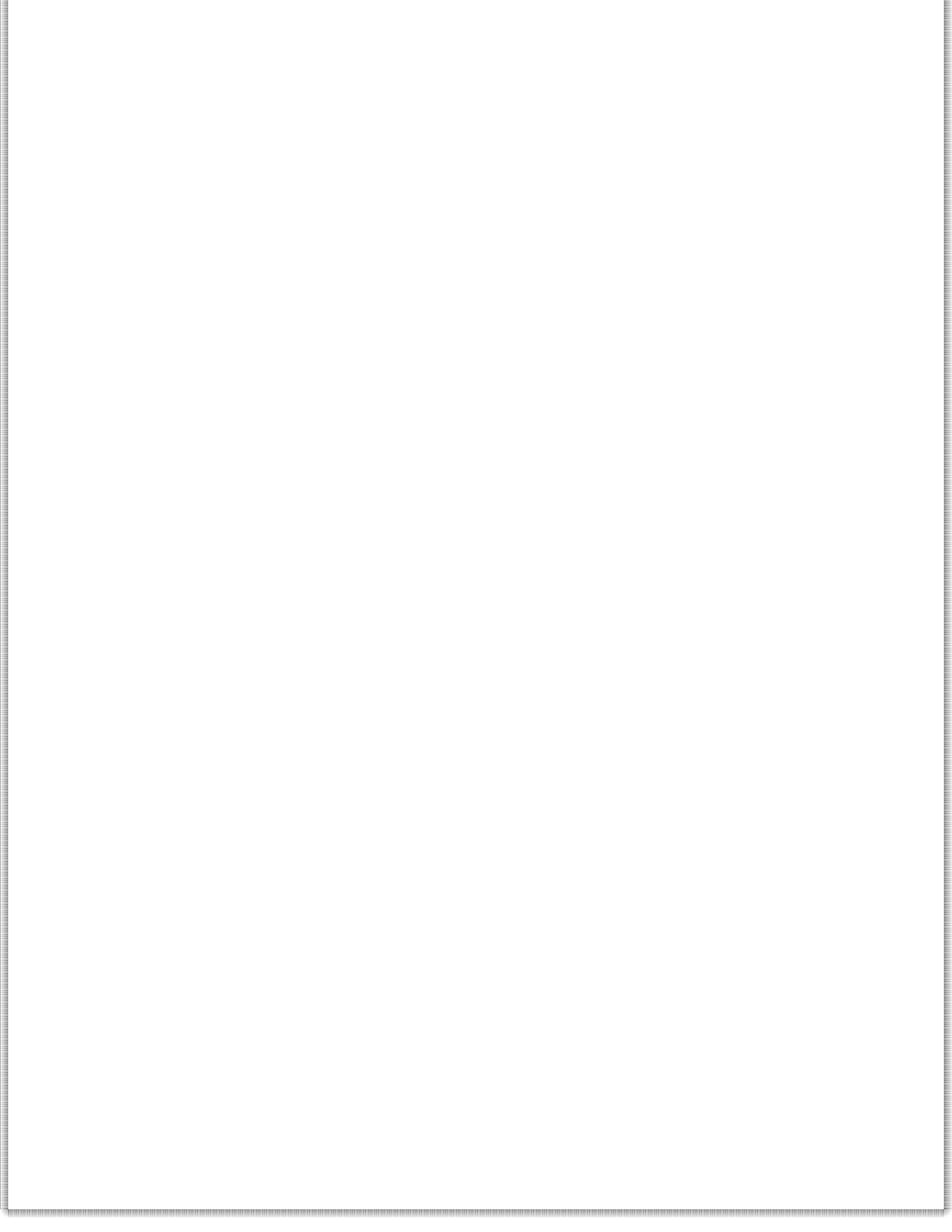
870.2.03 Sign Enamel

A. Requirements

1. Ensure that sign enamels, either baking or air-drying, except black, meet the requirements of Federal Specifications TT-E-489 and
2. Use the identified class shown in _____ for the respective types. Also, ensure that each color matches Federal Standard 595A as designated.

Table 13—Sign Enamel Federal Specification Requirements

	Fed. Stand. No. 595 A	Fed. Spec. TT-E-489e	
Color	Number	Class	Type
Yellow	13538	B A	Baking Air drying



Section 919—Raised Pavement Markers

919.1 General Description

This section includes the requirements for raised pavement marker materials for use in reflective, ceramic, and channel markers.

919.1.01 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

ASTM C 424

ASTM C 373

ASTM D 2240

ASTM D 4280

Federal Method TT-T-141, Method 4252

919.2 Materials

A. Requirements

Do not use any marker materials until the laboratory approves it.

1. Use raised pavement marker sources as listed in
2. Use raised pavement markers of the type shown in the Plans or specified in the proposal. This Specification references markers as follows:

Type	Description
1	One-way, one-color, 4 x 2 in (100 mm x 50 mm), reflective
2	Two-way, one-color, 4 x 2 in (100 mm x 50 mm), reflective
3	Two-way, two color, 4 x 2 in (100 mm x 50 mm), reflective
4	Round white, yellow or black ceramic, non reflective
5	Oval white, yellow or black ceramic, non-reflective
6	Oval white or yellow ceramic, reflective
7	White or yellow ceramic jiggle bar, non-reflective
8	White or yellow ceramic jiggle bar, reflective
9	White or yellow channel, non-reflective
10	White or yellow channel, reflective
11	Two-way, one-color, 4 x 4 in (100 mm x 100 mm), reflective
12	One-way, one color, 4 x 4 in (100 mm x 100 mm), reflective
13	Two-way, two color, 4 x 4 in (100 mm x 100 mm), reflective

Section 919—Raised Pavement Markers

14	Two-way, one color, flexible reflective
15	One-way, one color, flexible reflective

3. Definitions

- a. **Angle of Incidence:** Formed by a ray from the light source to the marker, and the normal to the leading edge of the marker face.
- b. **Angle of Divergence:** Formed by a ray from the light source to the marker and the return ray from the marker to the measuring receptor.
- c. **Specific Intensity:** The mean candela of the reflected light at a given incidence and divergence angle for each lux at the reflector on a plane perpendicular to the incident light.

4. Sampling

The Department will select at random the required number of markers for initial tests for each shipment or lot, as follows:

Reflective Markers	Ceramic Markers	Channel Markers
50	25	5

5. Certification

Submit a certification to the Engineer from the manufacturer showing the physical properties of the markers and their conformance to this Specification.

6. Packaging

Pack shipments in containers that are acceptable to common carriers.

- a. Pack the containers to ensure delivery in perfect condition.
- b. Clearly mark each package of pavement markers with the size, color, type, and lot number.
- c. You are liable to replace any damaged shipments.

7. Acceptance

The Department will give conditional approval to raised pavement markers evaluated by the National Transportation Product Evaluation Program (NTPEP), the Georgia Department of Transportation, or other Department-approved test facilities and place them on

All white raised pavement markers must meet the requirements of this Specification and the following field performance requirements.

- a. **Conditional Placement:** The Department may add markers on a conditional basis to These markers must maintain an average Coefficient of Retroreflected Luminous Intensity of 1.5 candles per footcandle (cd/fc)* after a one-year field evaluation period through at least one of the test facilities specified above.
- b. **Final Acceptance or Rejection:** The Department will accept or reject markers based on the marker maintaining an average Coefficient of Retroreflected Luminous Intensity of 0.5 candles per footcandle (cd/fc)* after a two-year field evaluation period through at least one of the test facilities specified above.



PEACH COUNTY

ROAD CONSTRUCTION PROGRAM

CONTRACT AGREEMENT

Road Striping and Marking

LMIG-16 Supplemental Safety Project

CONTRACT # C – 2017 - 013

Peach County, Georgia

CONSTRUCTION CONTRACT

THIS AGREEMENT made by and between PEACH COUNTY, GEORGIA, a political subdivision of the State of Georgia hereinafter called "**County**", and [**Contractor**], a contractor doing business as a corporation, authorized to do business in Georgia hereinafter called "**Contractor**".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **County**, the **Contractor** hereby agrees to commence and complete the construction described as follows:

General Scope of Work:

all labor, field layouts, plants, materials and equipment required by or inferred from drawings and specifications to complete construction of new centerline and edge traffic striping, thermoplastic stop bars, and the installation of raised pavement markers and accessories on existing paved roads throughout Peach County, GA.

The **Contractor** shall protect all utilities impacted by construction, and coordinate all utility construction with the respective utility owners. Prior to being released for construction, the **Contractor** shall submit a plan to the **County** for review and approval that ensures protection of existing utilities.

All utilities required to be relocated will be relocated by the utility owner or representatives of the owner.

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experienced CONTRACTOR to perform certain services relative to the CONSTRUCTION of: Construction of new centerline and edge traffic striping, thermoplastic stop bars, and the installation of raised pavement markers on existing paved roads throughout Peach County, GA

And; WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

PEACH COUNTY ROAD TRAFIC STRIPING AND MARKING hereinafter called the "Project", shall be constructed by the **CONTRACTOR** for the sum of amount **[\$ Contract Cost]** and all extra work in connection therewith, and at **Contractor's** own cost and expense necessary to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Scope of Work, the General Conditions, and the approved plans and specifications, which include all explanatory matter thereof, as prepared by the County, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the **Construction Contract**.

The **Contractor** shall promptly commence the Work with adequate force and equipment Fourteen (14) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within Ninety (90) days of the time of award, by no later than **[date]** or as may be specified by Special Provision.

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.

The **Contractor** and their subcontractors, material suppliers, vendors, and other participates must complete the Lower Tier Contractor Certification Regarding Debarment, Suspension, and Other Responsibility Matters form contained herein.

IN WITNESS WHEREOF, the parties to those presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Executed this _____ day of _____, 2017.

PEACH COUNTY, GEORGIA

ATTEST: By: (Seal)

Martin H. Moseley Jr.
Chairman, Board of Commissioners

CONTRACTOR

ATTEST: By: (Seal)

Authorized Signer Name and Title (print)

Authorized Signer signature

100% PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter called **Surety**, are held and firmly bound unto PEACH COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount **[Bid Amount words] [(Bid Amount Numerals)]** for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Contractor** has by written agreement dated, _____ 2017, entered into a contract with **County** for: Construction of **PEACH COUNTY ROAD TRAFFIC STRIPING AND MARKING** in accordance with the conditions and prices stated in the Construction Contract Agreement all of which are made a part hereof and collectively constitute 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 will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **County**.

Whenever **Contractor** shall be, and declared by the **County** to be, in default under the Contract, the **County** having performed the **County's** obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **County** elects, upon determination by the **County** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **County**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; 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 **County** to **Contractor** under the Contract and any amendments hereto, less the amount properly paid by **County** to **Contractor**.

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **County** of the work thereunder.

Signed and sealed this _____ day of _____, 2016.

in the presence of:

Contractor

By: (SEAL)

Witness

Surety

By: (SEAL)

Witness

DRAFT

**PRIME CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

I hereby certify that I am the _____ and duly authorized representative of the firm of _____, whose address is _____, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;

(b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

(c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____

(Seal)

INSTRUCTIONS

Instructions for Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

This certification applies to all subcontractors, material suppliers, vendors and other lower tier participants and shall be completed by them and included in the **Contract**.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Debarment Certificate above.
2. The certification, Debarment, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or Agency may pursue available remedies, including suspension and/or debarment.

DRAFT

FINAL AFFIDAVIT
(Required for Final Payment)

TO: PEACH COUNTY, GEORGIA

I, _____ (Contractor authorized person), hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ (Contractor) or any of his subcontractors in connection with the written agreement dated, _____ 2016, entered into a Contract with County for Construction of _____ [project] in PEACH COUNTY have been paid and satisfied in full as of, this _____ day of, _____ 2016 and that there are no outstanding obligations or claims of any kind for the payment of which Peach County on the above named projects might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

_____ (Contractor authorized person) Personally appeared before me this this _____ day of, _____ 2016, who under oath deposes and says that he is of the firm of _____ (Contractor) 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

My Commission Expires