

PROJECT MANUAL

**City of Milton Streetscape Project
SR72; Broadwell Road: Mayfield Road & Mid
Broadwell Road @ 4 LOCS.
P.I. No. 0011675**

Prepared For:

**City of Milton
Fulton County, Georgia
2006 Heritage Walk
Milton, Ga 30004**

Prepared by:

ATKINS

**1600 RiverEdge Parkway
Suite 600
Atlanta, Georgia 30328**

08/24/2017

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Required Contract Provisions for Bid Manuals for TE Funded Construction Contracts (2-13-2017)

1. Bidder Qualifications Notice
 2. Bid Rigging Notice
 3. FHWA -1273 Required Contract Provisions Federal –Aid Construction Contracts, Revised May 1, 2012.
 4. Special Provision, Required Contract Provisions Federal-Aid Construction Contracts, First Use October 18, 2013
 5. Special Provision, Required Contract Provisions, Federal-Aid Highway Program, Cargo Preference Act Requirements, Effective 2-15-2016.
 6. Appendix A, Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Contracts.
 7. Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity.
 8. Standard Federal Equal Employment Opportunity Construction Contract Specifications.
 9. Georgia Department of Transportation, Disadvantage Business Enterprise Program, Criteria for Acceptability, November 3, 2014.
 10. Instructions for List of DBE Participants and DBE Goals Form.
 11. Instructions for reporting DBE participation, Revised 06-01-2010 and DBE Participation Form,
 12. Special Provisions, Prompt Payment, November 1, 2013
 13. Required Contract Provisions, Buy America, Revised November 1, 2013 and Convict Produced Materials, November 1, 2013.
 14. Federal Aid Certifications, June 8, 2016
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- Note: Davis Bacon wage rates apply to all projects. The applicable wage rate determination posted on the Davis Bacon web site of the US Department of Labor.
<http://www.wdol.gov/dba.aspx#0> applies to this project. If a modification is posted less than 10 days before the opening of bids, it shall be effective unless the Sponsor finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file(29CFR 1.6©(3)).

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Invitation to Bid

The City of Milton will receive bids for the Milton Streetscape Project until 2:00 p.m. on September 20, 2017, in the City Milton's Finance Department, at Milton City Hall, 2006 Heritage Walk, Milton, Ga. 30004, at which time and place all bids will be publicly opened and read aloud.

Bids are to be submitted on a proper form furnished by the City and shall be addressed to the City Milton Finance Department, City Hall, Milton, Georgia, sealed, dated and enclosed in an envelope appropriately marked on the outside "Proposal for Milton Streetscape Project," PIN: 0011675 marked with the name of the bidder and date and hour of opening, and mailed or delivered to reach the designated office on or before the above stipulated date and time. No bids will be accepted after the 2:00 PM deadline. Those received late will be returned unopened. No extension of the bidding period will be made.

Bidding documents may be reviewed at the City Milton's Finance Department Office at the City Hall between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday (except holidays). The bidding documents will be posted on the following websites: <http://www.cityofmiltonga.us> or http://ssl.doas.state.ga.us/PRsapp/PR_index.jsp

The scope of the work includes sidewalks, milling and repaving of streets, crosswalks, new curbs, drainage structures, handicap ramps, roadway striping, planting and conduit for street lights. Contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of 120 days after time has been called on the date of opening. Bids must be accompanied by a bid bond in an amount not less than 5% of the base bid. A 100% performance bond and a 110% payment bond will be required by of the successful bidder in the combined amount equal to 210% of the contract price. All work will begin within 10 days after the Notice to Proceed has been given to the successful bidder, and will be completed with 240 calendar days of issuance to Proceed.

Georgia Department of Transportation Standard Specifications 2013 Edition and Supplemental Specifications Book, 2016 Edition and Special provisions shall apply to this project.

Attention is called to the fact that this project is funded through the U.S. Department of Transportation. All bidders must be pre-qualified with the Georgia Department of Transportation if bid amount exceeds \$2,000,000.00. Bidders submitting bids \$2,000,000 or less shall be prequalified or registered subcontractors with GDOT. The contractor must ensure that all employees and applicants for employment are not discriminated against because of their gender, race, color, genetic information, religion, national origin, political affiliation, age, handicapped status, sexual orientation, sexual preference, or gender identity and expression. The provisions of the Disadvantaged Business Enterprise Program shall apply. The DBE goal for this Project is 16%.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. If the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements.

Bids may be held by the City for a period not to exceed one hundred and twenty days (120) days from the date of the opening of the bids for the purpose of reviewing the bids and investigating the qualifications of the bidders, including investigating the financial stability of the bidders and their demonstrated ability to perform satisfactorily, prior to awarding the contracts.

"The City of Milton, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A,

Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

**SECTION B
PROPOSAL FORM**

CITY OF MILTON

For: **City of Milton Streetscape Project SR72: Broadwell Road: Mayfield Road & Mid Broadwell Road @ 4 LOCS. P.I. No. 0011675.**

Gentlemen:

B-01. We have carefully examined the Invitation for Bids, the latest State of Georgia Department of Transportation Standard Specifications Construction of Transportation Systems, current edition, the Project Manual, and the drawings for the project **City of Milton Streetscape Project**. We have examined the site and conditions affecting the work. We have received Addendum (a) No(s). _____ and have included their provisions in this Proposal.

1. INCLUDES ALL BASE BID TE ELIGIBLE STREETSCAPE IMPROVEMENTS;

We propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the construction in the entirety of the **Base Bid (TE ELIGIBLE STREETSCAPE IMPROVEMENTS)** in accordance with the Project Manual and Drawings, for the lump sum of

Dollars (\$_____).

2. INCLUDES ALL BASE BID TE ELIGIBLE AND NON TE ELIGIBLE STREETSCAPE IMPROVEMENTS:

We propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the construction in the entirety of the **TE ELIGIBLE and NON TE ELIGIBLE STREETSCAPE IMPROVEMENTS** in accordance with the Project Manual and Drawings, for the lump sum of

Dollars (\$_____).

3. INCLUDES ALL BASE BID (TE AND NON TE) ELIGIBLE STREETSCAPE IMPROVEMENTS, PLUS ADDITIVE ALTERNATE #1- LANDSCAPING IMPROVEMENTS.

We propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the construction in the entirety of the **Base Bid (TE ELIGIBLE AND NON TE ELIGIBLE STREETSCAPE IMPROVEMENTS), PLUS ADDITIVE ALTERNATE #1 BID LANDSCAPE ITEMS** in accordance with the Project Manual and Drawings, for the lump sum of

Dollars \$_____).

4. INCLUDES ALL BASE BID (TE AND NON TE) ELIGIBLE STREETSCAPE IMPROVEMENTS, PLUS ADDITIVE ALTERNATE #1 LANDSCAPE AND ADDITIVE ALTERNATE #2 MILLING AND OVERLAY ROADWAY ITEMS.

We propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the construction in the entirety of the **Base Bid (TE ELIGIBLE AND NON TE ELIGIBLE) STREETSCAPE IMPROVEMENTS), PLUS ADDITIVE ALTERNATE #1 LANDSCAPE AND ADDITIVE ALTERNATE #2 MILLING AND OVERLAY ROADWAY ITEMS** in accordance with the Project Manual and Drawings, for the lump sum of _____

Dollars \$_____).

5. INCLUDES ALL BASE BID (TE AND NON TE) ELIGIBLE STREETSCAPE IMPROVEMENTS, PLUS ADDITIVE ALTERNATE #1 LANDSCAPE; ADDITIVE ALTERNATE #2 MILLING AND OVERLAY ROADWAY ITEMS, AND ADDITIVE ALTERNATE #3 CONDUIT AND ELECTRICAL JUNCTION BOXES. We propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the construction in the entirety of the **Base Bid (TE ELIGIBLE AND NON TE ELIGIBLE) STREETSCAPE IMPROVEMENTS), PLUS ADDITIVE ALTERNATE #1 LANDSCAPE; ADDITIVE ALTERNATE #2 MILLING AND OVERLAY ROADWAY ITEMS AND ADDITIVE ALTERNATE #3 CONDUIT AND ELECTRICAL JUNCTION BOXES.** in accordance with the Project Manual and Drawings, for the lump sum of
Dollars \$_____).

6. INCLUDES ALL BASE BID (TE AND NON TE) ELIGIBLE STREETSCAPE IMPROVEMENTS, PLUS ADDITIVE ALTERNATE #1 LANDSCAPE; ADDITIVE ALTERNATE #2 MILLING AND OVERLAY ROADWAY ITEMS; ADDITIVE ALTERNATE #3 CONDUIT AND ELECTRICAL JUNCTION BOXES. AND ADDITIVE ALTERNATE #4 PARCEL 6 & 8 CONSTRUCTION ITEMS. We propose to furnish all services, labor, material, tools, equipment, transportation, supervision and other items necessary to complete the construction in the entirety of the **Base Bid (TE ELIGIBLE AND NON TE ELIGIBLE) STREETSCAPE IMPROVEMENTS), PLUS ADDITIVE ALTERNATE #1 LANDSCAPE; ADDITIVE ALTERNATE #2 MILLING AND OVERLAY ROADWAY ITEMS; ADDITIVE ALTERNATE #3 CONDUIT AND ELECTRICAL JUNCTION BOXES AND ADDITIVE ALTERNATE #4 PARCEL 6 & 8 CONSTRUCTION ITEMS.** in accordance with the Project Manual and Drawings, for the lump sum of
Dollars \$_____).

B-02. The undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of one hundred and twenty (120) days following such time.

B-03. In case he be notified in writing by mail, e-mail, fax, or delivery of the acceptance of this proposal within one hundred and twenty (120) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a contract for the work for the above-stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond at 100% and a Payment Bond at 110% in accordance with the forms shown in Article E-30 of the General Conditions of the contract, both in a combined amount equal to 210% of the contract sum per GDOT specification 103.05.

B-04. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten days of the date of the notice to proceed by the undersigned and to complete fully all work in 240 consecutive calendar days from the including said date.

B-05. Enclosed herewith is a bid bond (Certified checks not acceptable) in the amount of _____ Dollars (\$_____) (being not less than 5% of the Base Bid). The undersigned agrees that the above-stated amount is the proper measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute the contract and to furnish the Performance and Payment Bond in case this proposal is accepted, and further agrees to the following:

B-06. If this proposal is accepted within one hundred and twenty (120) days after the date set for the opening of bids and the undersigned fails to execute the contract with ten (10) days after notice of such acceptance or if he fails to furnish both Performance and Payment Bond, the obligation of the bid bond will

remain in full force and effect, and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, obligation of the bond will be null and void.

B-07. The bidder submits the following statement of bidder's qualifications for consideration of the Owner.

STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany bids submitted for City of Milton Streetscape Project.

Name of Bidder _____

Telephone Number _____

Business Address _____

When Organized _____

Where Incorporated _____

How many years have you been engaged in the contracting business under the present firm name?

Financial Statement _____

Credit Available for this Contract \$ _____

Contracts now in hand, Gross Amount \$ _____

Plan of Organization (Proprietorship, Partnership Corp.) _____

List your last three projects of similar size and scope with a contract value in excess of \$1,000,000.00. Please provide the following information for each project: Client name, address, telephone and facsimile numbers, contact person, project title, project location, contract value and date completed.

Project # 1 _____

Milton Streetscape Project
PIN: 0011675
City of Milton, GA

Section B
Proposal Form

B-4

Project # 2 _____

Project # 3 _____

Have you ever refused to sign a contract at your original bid? _____

Have you ever been declared in default on a contract? _____

Remarks: _____

(The above statements must be subscribed and sworn to before a Notary Public.)

Date _____

Firm Name _____

By _____

I
Title _____

(Notary Public)

Respectfully submitted,

Name _____

Address _____

By _____

Title _____

The full names and addresses of persons and firms interested in the foregoing bids as principals are as follows:

The legal name of the bidder is:

UNIT PRICES:

The following unit prices are the bases of the Contractors Lump-Sum Bid, and are to be used for work that will be **added to or deleted** from the contract by change order, change directive, or other written agreement in the event that the scope of the project is changed. A reduction in the scope of the project will result in a deduction of the lump sum price and an increase in the scope of the project will result in an increase of the lump sum price based on the following unit prices provided. Unit prices are complete for labor, equipment, material, the hauling in of needed material and the hauling off and disposal of excess and unsuitable material, installation, applicable taxes, overhead and profit, and all other incidental costs.

Owner reserves the right to accept or reject these unit prices or require the work to be performed on a time and material basis, with complete daily breakdowns and logs submitted. The Misc. Construction amount indicated shall be added to the Base Bid-TE Eligible Streetscape Improvements proposal. The intent of the **MISC. CONSTRUCTION ALLOWANCE** is to be utilized for unforeseen conditions and will be used to cover additional items that maybe required during the construction of the project. When utilizing the MISC. CONSTRUCTION ALLOWNANCE- the Contractor shall be paid for the additional items based on the Unit Prices provided. The MISC. CONSTRUCTION ALLOWANCE may or may not be used entirely during the construction of the project. The City shall retain the remaining MISC. CONSTRUCTION ALLOWANCE amount should it not be utilized.

BASE BID- TE ELIGIBLE STREETSCAPE IMPROVEMENTS

<u>Item #</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
<u>Erosion Control Items</u>			
163-0232	Temporary grassing	AC	\$ _____
163-0240	Mulch	TN	\$ _____
163-0550	Construct and Remove Inlet Sediment Trap	EA	\$ _____
165-0030	Maintenance of Temporary Silt Fence TP-C	LF	\$ _____
165-0105	Maintenance of inlet Sediment Trap	EA	\$ _____
171-0030	Temporary Silt Fence Type C	LF	\$ _____

Roadway Asphalt Paving Items

310-5100	Graded aggregate base course, (CRS 10", INC MATL)	SY	\$ _____
402-3121	4" Recycled Asphalt Conc. 25 mm superpave (GP1 or 2, INCL BITUM MATL & H)	TN	\$ _____
402-3190	Recycled Asph. Conc. 19 mm superpave , (GP 1 or 2 INCL,BITUM MATL & H LIME)	TN	\$ _____
413-1000	Bitum. Tack Coat	GL	\$ _____
500-9999	Class B Concrete Base or Pavement Widening	SY	\$ _____
310-5120	Graded Aggregate Base (CRS, 12" INCL, MAT).	SY	\$ _____
444-1000	Saw Joints in Exist. Pavement -PCC	LF	\$ _____

Concrete Items

441-0104	Concrete Sidewalk, 4 inch thick	SY	\$ _____
441-0106	Concrete Sidewalk, 6 inch thick	SY	\$ _____
441-4030	Concrete Valley Gutter, 8 inch	SY	\$ _____
441-6012	Con. Curb and Gutter 6" x 24" TP2	LF	\$ _____
500-3200	Class B Concrete (GDOT Gravity Wall -9031L)	CY	\$ _____
444-1000	Sawed joint in existing pavements –	LF	\$ _____

Driveway Paving Items

402-3100	Recycled Asphalt Conc. 9.5 mm superpave (TP1 GP 1 OR BLEND 1 INCL BITUM MATL & H LIME)	TN	\$ _____
413-1000	Bitum. Tack Coat	GL	\$ _____
310-5060	Graded aggregate base course, (CRS 6", INC MATL)	SY	\$ _____
310-5120	Graded aggregate base course, (CRS 12", INC MATL)	SY	\$ _____
441-0016	Driveway Concrete, 6 inch thick	SY	\$ _____

Storm Drainage Items

550-1180	Storm Pipe, 18 inch, H 1-10	LF	\$ _____
668-2100	Drop Inlet, GP 1	EA	\$ _____
668-4300	Storm Sewer Manhole Tp1	EA	\$ _____
611-3010	Reconstruct Drop Inlet, Group 1	EA	\$ _____
611-3030	Reconstruct Storm Sewer Manhole TP 1	EA	\$ _____

Signage Items

611-5360	Reset Sign	EA.	\$ _____
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Misc. Construction Items

611-5150	Remove and Reset Mailbox	EA.	\$ _____
700-9300	SOD Bermuda Tiffway 419	SY	\$ _____
708-1000	Plant Topsoil (avg.) 6"-8" Fill behind curb and landscape Areas	CY	\$ _____
702-7501	Tree Protection Barrier TP1 (Tree Protection Fence)	LF	\$ _____
643-8200	Barrier Fence (orange)4' FT Tree Protection	LF	\$ _____
702-9025	Landscape Mulch- Dark Brown Dyed Dlb. Shredded	SY	\$ _____

Pavement Marking Items

653-1501	Thermoplastic solid traffic stripe, 5 inch White	LF	\$ _____
653-1502	Thermoplastic solid traffic stripe, 5 inch Yellow	LF	\$ _____
653-1704	Thermoplastic solid traffic stripe, 24 inch white	LF	\$ _____
653-1804	Thermoplastic solid traffic stripe, 8 inch, white	LF	\$ _____
653-0120	Thermoplastic PVMT Marking Arrow, TP 2	EA	\$ _____
652-9001	Traffic Stripe, White (Chevron)	SY	\$ _____
652-9002	Traffic Stripe, Yellow Chevron)	SY	\$ _____

Milton Streetscape Project
PIN: 0011675
City of Milton, GA

Section B
Proposal Form

B-7

939-8000	Geotechnical and Material Testing	EA	\$ _____
939-8001	Geotechnical Report-Roadway Pavement Coring's	EA	\$ _____

999-9000 Misc. Construction ALLOW. **\$75,000.00**

The Contractor is to add to the TE Eligible, Lump Sum, Base Bid proposal, the \$75,000 Misc. Construction Allowance for future unforeseen conditions during construction.

BASE BID NON TE ELIGIBLE STREETScape IMPROVEMENTS

Misc. Utility Items

611-8120	Adjust Water Meter Box to grade	EA	\$ _____
611-8501	Adjust Electric Meter Top to grade	EA	\$ _____
611-8140	Adjust Water Valve Box to grade	EA	\$ _____
670-9710	Relocate Existing Fire Hydrant	EA	\$ _____

ADDITIVE BID ALTERNATE NO. 1 LANDSCAPE ITEMS

700-0030	Agricultural lime	TN	\$ _____
700-8000	Fertilizer mixed grade	TN	\$ _____
700-8100	Fertilizer nitrogen content	LB	\$ _____
700-6910	Permanent Grassing	AC	\$ _____
702-0468	Ilex Vomitoria "Nana"- 3 gal.	EA	\$ _____
702-0542	Lagerstromia Indica 'Sioux' – 10'-12' HT.	EA	\$ _____
702-0559	Liriope Muscari 4" Pots	EA	\$ _____
702-1015	Rudbeckia f. 'Goldstrum'- 1 gal.	EA	\$ _____
766-1000	Tree Irrigation Bag/Device	EA	\$ _____

ADDITIVE BID ALTERNATE NO. 2 MILLING AND OVERLAY

402-3130	Recycled Asph. Conc.12.5 mm superpave, (GP2 only, INCL, BITUM MATL, & H LIME)	TN	\$ _____
413-1000	Bitum. Tack Coat	GL	\$ _____
432-0206	Mill Asphalt Concrete Pavement, 1-1/2" depth	SY	\$ _____
432-0212	Mill Asphalt Concrete Pavement, 3" depth	SY	\$ _____
402-1812	Recycled Asphalt Conc. Leveling, Incl. Bitum. Matl. & H	TN	\$ _____

ADDITIVE BID ALTERNATE NO. 3 CONDUIT AND JUNCTION BOXES

682-6120	Conduit, Rigid, 2 Inch	LF	\$ _____
682-6233	Conduit, Non METAL TP 3, 2 Inch	LF	\$ _____
682-6236	Conduit, Non METAL TP 2, Power Service, 2 Inch	LF	\$ _____
682-9020	Electrical Junction/Pull Box (Splice Box)	EA	\$ _____

ADDITIVE BID ALTERNATE NO. 4 PARCEL 6 & 8

441-0104	Concrete Sidewalk, 4-inch-thick (Including Detectable Warning Surface Per GDOT Detail A4)	SY	\$ _____
441-4030	Concrete Valley Gutter, 8 inch	SY	\$ _____
402-3100	Recycled Asph. Conc.9.5 mm superpave, TP1, GP2 or Blend1 INCL BITUM MATL & H LIME	TN	\$ _____
708-1000	Plant Topsoil (avg.) 6"-8" Fill behind curb/landscape Areas	CY	\$ _____
700-9300	SOD Bermuda Tiffway 419	SY	\$ _____
643-8200	Tree Protection Barrier TP1 (Tree Protection Fence)	LF	\$ _____
702-9025	Landscape Mulch- Dark Brown Dyed Dlb. Shredded Hardwood	SY	\$ _____

End of Section

SECTION C

INSTRUCTIONS TO BIDDERS

1. Bids must be delivered to the City of Milton, City Hall, at the City Manager's Office, no later than 2:00 P.M. on the date indicated on the Invitation for Bids.
2. All bids will be placed in a sealed envelope using a mailing label. All information regarding opening date, description of the bid, and the bid number must be completed on the mailing label. All bids shall be addressed to the City of Milton.
3. All bids will be held firm for one hundred and twenty (120) days from the opening date.
4. All bids must be accompanied by a bid surety in the amount of not less than five percent (5%) of the bid amount. Bid surety may be in the form of a bond issued by a bonding company licensed to do business in the State of Georgia. Bond shall be made payable to the City of Milton. Bid sureties will be held by the City until award is made. Unsuccessful bidder(s)' surety will be returned. Successful bidder's surety will be held to insure compliance with bid.
5. The successful bidder will provide a Performance Bond in the amount of not less than one hundred percent (100%) of the amount bid in the City of Milton favor and a labor and Payment Bond in the amount of not less than one hundred and ten percent (110%) of the amount bid, both made payable to the City of Milton. The Performance Bond will be security for the security for the faithful performance of the Contract, and the Payment bond will be security for the payment of all persons performing labor under the terms of this Contract and furnishing materials in connection with this Contract.
6. The Georgia DOT Standard Specifications for Construction of Transportation Systems, 2013 1ST Edition, Supplemental Specification Book, 2016 Edition and Special Provisions will apply to this project.
7. Preparation of Bids: Each bid must be submitted on the prescribed form with all blank spaces for bid prices filled in, in ink or typewritten, in both words and figures. The bid proposal must be accompanied by a completed and executed Federal Aid Certification which includes Equal Employment Opportunity, Examination of Plans and Specifications, Conflict of Interest, Drug Free Workplace, and Non-Collusion Certification. Each bid must include a completed Georgia Security and Immigration Compliance Act Affidavit. **Each bid must also include a completed DBE Goals Form.** The DBE goal for this project is 16%. By signing and submitting a proposal, the prospective primary participant is providing the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion as set out in Section K Required Contract Provision Federal-aid Construction Contracts, paragraph XI. By signing and submitting a proposal, the prospective primary participant is providing the Certification Regarding Use of Contract Funds for Lobbying as set out in Section K Required Contract Provision Federal-aid Construction Contracts, paragraph XII.
8. The Contractor shall complete the Federal-Aid Certification, DBE Goals Form and the Georgia Security and Immigration Compliance Act Affidavit and submit them with their proposal.
9. If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall meet the prescribed requirements.
10. Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontractor under this contract:

- a. Must be acceptable to and pre-approved by the Owner; and,
 - b. Must submit all requisite certifications by the proposed subcontractor. Approval of the proposed subcontractor cannot be given by the owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards. All Subcontractors must be registered with the Georgia Department of Transportation (GDOT).
11. The successful bidder will be required to provide a current and valid Business License before the Contract can be awarded.
12. Price must be entered indicating a total lump sum price bid.
13. Bidders electing not to bid the project are requested to enter a "No Bid."
14. If the contract is awarded, it will be awarded to the lowest reliable bidder whose Proposal shall have met all the prescribed requirements. The low bid will be based on the Base Bid plus any alternates that may be selected by the Owner.
15. The City of Milton reserves the right to waive any informalities and refuse all bids or award the bid in the best interest of the City to the lowest responsive and responsible bidder.
16. The contractor that does not have the capability of selling materials to the City on a tax-exempt basis (sale for resale) will build the sales tax into the cost of materials.
17. Technical specifications used within this bid invitation are to be considered generic. Any reference to brand names should be considered as "Or Approved Equal."
18. All construction shall be in accordance with the terms as stated in the Invitation for Bids, the Instructions to Bidders for Construction Projects, the Special Provisions, the Contractor's Bid Form, the Drawings and Conditions attached hereto and made a part hereof.
19. Bidding documents may be reviewed at the City Milton's Finance Department Office at the City Hall between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday (except holidays). The bidding documents will be posted on the following websites: <http://www.cityofmiltonga.us> or http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp
20. Successful bidders will warrant all workmanship for one (1) year and all material for a period of one (1) year or the term of the manufacturer's warranty whichever is greater, from the date of acceptance by the City of Milton, unless Georgia Standard Specifications or Special Provision herein require a longer warranty period. All items covered under Special Provisions 700 and 702 require a warranty and guarantee period longer than one year.
21. All work will begin within ten (10) calendar days after Notice to Proceed has been given to the successful bidder and will be completed within 240 calendar days of issuance of Notice to Proceed.
22. As compensation for the loss to the City of Milton, if the work is not completed and accepted by the City of Milton on or before the completion date, contractor will pay the City of Milton as liquidated damages the amount stated within Section 108.08 of the Standard Specifications for each day of delay beyond the contract period.

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23. The successful bidder will be required to attend a pre-construction conference with the Sponsor and the GDOT Area Engineer. The DBE firms to be used on this project as identified on the DBE Goals Form are to be invited to the preconstruction conference to assure such firms are known to all parties and steps are taken to assure their use on the project.
 24. The Contractor agrees to provide a full time experienced superintendent on site for the full duration of the construction project.
 25. At the Pre-Construction Meeting, the Contractor shall have prepared a Traffic Control Plan that is in accordance with GDOT Section 150. The Contractor agrees to work with the City of Milton to maintain vehicular access to the project at all times.
 26. The Contractor agrees to not disturb more than 300 linear feet of sidewalk at any one time. Contractor agrees to maintain pedestrian sidewalk access on one side of the street at all times. In addition to the Traffic Control Plan, the Contractor agrees to provide Pedestrian Access Plan for all sidewalk closures.
 27. The Contractor at his own expense shall coordinate and secure a lay-down/ storage yard for the duration of the project. Construction parking and storage of materials in the rights of way will be prohibited.

**SECTION D
CONSTRUCTION CONTRACT**

THIS AGREEMENT, made this ____ day of _____, 20____ by and between the City of Milton, Georgia hereinafter called "Owner", and _____ a corporation, a partnership or an individual doing business as _____ of _____ County and State of _____, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as Milton Streetscape Project, PIN: 0011675 for the sum of

Dollars (\$_____), hereinafter called the Project, and all extra work in connection therewith, under the terms as stated in the General Conditions, Contract Documents (as defined in the General Conditions) Supplemental General Conditions and Technical Specifications of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Construction Schedule, General Conditions, Contract Documents (as defined in the General Conditions), Supplemental General Conditions and Technical Specifications of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ATKINS, herein entitled the Landscape Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project on or before 210 calendar days from the date of the NTP. The Contractor further agrees to pay, as liquidated damages, the applicable amount shown in Section 108.08 of the Standard Specifications for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 32, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

ATTEST:

(Secretary)

(Witness)

(Owner)

By: _____

(Title)

(Seal)

(Secretary)

(Witness)

(Contractor)

By: _____

(Title)

(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, secretary should attest.

Approved as to Form:

City Attorney

GENERAL CONDITIONS

1. Contract and Contract Documents

The Plans, Specifications and Addenda shall form part of this Contract and the Provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines, and marginal notes contained herein and in said Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions in which they refer.

2. Definitions - The terms as used in this contract are respectively defined as follows:

- (a) "Contract Documents" shall include the Contract between the City of Milton and Contractor, Information for Bidders, Advertisement for Bid, Bid Form, Construction Schedule, Certificate of Qualification, Performance Bond, Payment Bond, General Conditions, Supplemental or other Conditions, Special Provisions, Drawings, Specifications, all addenda issued prior to execution of the contract, and all modifications issued after execution of the contract such as change orders and written interpretations.
- (b) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (c) "Landscape Architect/Engineer": (1) an authorized representative of Atkins (formerly Post, Buckley, Schuh and Jernigan), 1600 RiverEdge Parkway, Suite 600, Atlanta, GA 30328 or (2) an authorized representative of the Georgia Department of Transportation or (3) an authorized representative designated in writing by the Owner.
- (d) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (e) "Work on (at) the project": Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. Spirit and Intent

It is the spirit and intent of the Specifications and accompanying Drawings to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purposes for which they are designed. Mention in the Specifications or indications on the Drawings of articles or materials, operations or methods requires that the Contractor provide each item listed, of quality or subject to qualification notes; perform according to conditions stated each operation prescribed; and provide therefore all necessary labor, materials, tools, equipment and incidentals to complete the work as shown on the plans. The Drawings and Specifications are intended to be mutually explanatory and complete; all work called for by one, even if not by the other, shall be fully executed. Detailed drawings shall take precedence over small scale drawings. In case of discrepancy, either in the figures, in the Drawings or in the Specifications, the matter shall be promptly submitted to the Landscape Architect/Engineer who will promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense.

4. Errors and Omissions

The Contractor shall not be allowed to take advantage of errors or omissions in the Specifications or Drawings as full instruction will be given if such errors are discovered. Upon his discovery of any statement or detail which is discrepant or otherwise appears in error, the Contractor shall immediately call it to the attention of the Landscape Architect/Engineer.

5. Measurements

Before ordering any material or doing any work, the Contractor shall verify all measurements at the site and shall be responsible for correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on the drawings. Any difference which may be found shall be submitted to the Landscape Architect/Engineer for consideration prior to work.

6. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Landscape Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Landscape Architect/Engineer, in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of material, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

7. Shop Drawings

The Contractor shall submit promptly to the Landscape Architect/Engineer two copies of each shop drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Landscape Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Landscape Architect/Engineer with two corrected copies. If requested by the Landscape Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Landscape Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Landscape Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

8. Materials, Services, and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

9. Materials and Workmanship

Workmanship and materials shall be as prescribed by these Specifications and Drawings. Whenever not explicitly described, all workmanship used or employed in carrying out the work shall be the best of the respective grades and qualities. Where equipment, materials or articles are referred to in the Specifications as "equal to" any particular standard, the Landscape Architect/Engineer shall decide the question of equality. When required by the Specifications or when called for by the Architect Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed, Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

10. Rejection

All materials which do not meet these Specifications or the requirements of the contract drawings shall be rejected by the Landscape Architect/Engineer and shall be removed from the site and replaced by proper materials by the Contractor at his own expense.

11. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances,

12. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall meet the requirements outlined in the GDOT Sampling, Testing and Inspection Guide. All construction is to be subject to adequate inspection and testing in accordance with accepted standards and as specified in the Supplemental General Conditions and Technical Specifications.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

13. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufactures' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the materials, article, or equipment so proposed, is, in the opinion of the Landscape Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Landscape Architect/Engineer's written approval.

14. Patents

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance

manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

15. Surveys, Permits, and Regulations

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approval necessary for the execution of his contract.

The Contractor shall comply with all laws, ordinance, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

16. Contractor's Obligations

The Contractor shall and will in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Landscape Architect/ Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the specification of the Landscape Architect/Engineer and the Owner.

The Contractor shall, without additional expense to the Owner, obtain all licenses and permits required for the execution of the work. The Contractor shall give supervision to the work and have a responsible foreman continuously on the job to act for him. The Contractor shall provide and maintain all temporary roadways and utilities which may be authorized and all barriers, colored lights, danger signals, and other devices necessary to provide for traffic control and safety. The Contractor shall, at all times, be responsible for the safety and conduct of his employees. He

shall, for the protection of the Owner, maintain liability insurance for the duration of the work in limits described in these contract documents and insurance covering property as well as any other insurance required by law. The Landscape Architect/Engineer may in writing require the Contractor to remove from the work such employees as he deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the work is deemed by the Landscape Architect/Engineer to be contrary to the Owner's interests.

17. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Landscape Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Landscape Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

18. Protection of Work and Property - Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Landscape Architect/Engineer, in a diligent manner. He shall notify the Landscape Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Landscape Architect/Engineer for approval.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 23 of the General Conditions.

19. Protection of Existing Structures

The Contractor shall be liable for all damage to existing structures that occur as a result of his negligence to provide proper and adequate protective measures, including but not limited to buildings, walls, fences, paving, conduits, furniture, pipe, wiring, drains, underground utilities and equipment. The Contractor shall be liable for all damage to trees, shrubs, turf, and other vegetation; see Tree Penalty Clause in Specifications. The Contractor shall not encroach on neighboring properties or damage fences or vegetation within the designated buffer zone.

20. Inspection

The authorized representatives and agents of the Owner, Landscape Architect/Engineer, Georgia Department of Transportation and Georgia Department of Natural Resources shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

21. Reports, Records, and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

The Contractor shall maintain all books, documents, papers, 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 contract and for three years from the date of final payment under this contract, for inspection by the Owner, and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this section shall be included in any contracts it may make with any subcontractor, assignee or transferee.

22. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Landscape Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

23. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of the following:
 - 1. Labor, including foremen;
 - 2. Materials entering permanently into the work;
 - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4. Power and consumable supplies for the operation of power equipment;
 - 5. Insurance;
 - 6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

24. Extras

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Landscape Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

25. Minor Modifications

The Contractor shall make such minor modifications in the execution of work to be done under these Specifications which in the judgment of the Landscape Architect/Engineer shall be necessary or expedient to carry out the intent of the contract before or during the progress of the contract. No increase over the contract price shall be paid to the Contractor on account of such minor modifications. Work which materially increases the cost to the Contractor shall not be ordered under the provisions of this paragraph.

26. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract: and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract to pay to the Owner the amount to be determined in accordance with GDOT Standard Specification 108.08 not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from the time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the contractor is without fault and the contractors reasons for the time extension are acceptable to the owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government:
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires,

floods, epidemics, quarantines restrictions, strikes, freight embargoes, and severe weather; and

- (c) To any delays of Subcontractors or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article:

Provided further, that the Contractor shall, within three (3) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

27. Correction of Work

All work, all materials, whether incorporated in the work or not, manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Landscape Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Landscape Architect/Engineer, it is undesirable to replace any defective or damaged materials or reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Landscape Architect/Engineer shall be equitable.

28. Subsurface Conditions Found Different

Should the contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Landscape Architect/Engineer of such conditions before they are disturbed. The Landscape Architect/Engineer will thereupon promptly investigate the conditions, and if they materially differ from those shown on the Plans or indicated in the Specification, he will at once make such changes in the Plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 23 of the General Conditions.

29. Claims for Extra Cost

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Landscape Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 23 (c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, and give the Owner access to accounts relating thereto.

30. Rights of the Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety

and the Contractor and the Surety shall have the right to take over and perform the contract: Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

Notwithstanding any other provision of this contract, Owner may terminate this contract in full if GDOT cancels its funding agreement with Owner for any reason. In that event, Owner will give Contractor 30 days' notice of cancellation and will compensate Contractor for the percentage of work completed as of the date the contract terminates.

31. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

32. Payments to Contractor

- (a) The Contractor shall be eligible to initiate an application for payment on AIA FORM G702 & 703 at the end of each month's work. The Contractor shall submit to the Owner's representative, if he requires receipts or other vouchers, showing his payment for materials and labor, including payment to subcontractors. The application shall be forwarded directly to the Owner's representative. On completion of the work, the Contractor can submit to the Owners representative an application for payment in full in the amount of the contract. Along with such application, the Contractor shall furnish an affidavit and such other information as the Owner's representative may require as protection of the Owner against liens. Final payment will be made after certification by the Landscape Architect/Engineer that the work has been satisfactorily completed and is accepted in accordance with the contract, plans and specifications.
- (b) Not later than the last day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month: Provided, further, that the Owner at any time after (50%) of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining progress payments in full: Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, less authorized deductions.
- (c) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

- (d) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (e) Owner's Rights: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owners request furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

33. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment Bond or constitute a waiver of claims arising from unsettled liens, faulty or defective work appearing after completion, failure of the work to comply with the requirements of the contract documents or terms or any special warranties required by the contract documents.

34. Payments by Contractor

The contractor shall pay (a) for all transportation and utilities services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 15th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein. As indicated in the special provision Prompt Payment, the contractor is to pay its subcontractors within 10 days of receipt of its payment from the Sponsor.

35. Special Hazards

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring and electrical.

36. City of Milton Insurance Requirements

The Contractor shall, at the time of execution of this Contract, file with the Owner the certificate(s) of insurance as contained in the Agreement, which shall cover all of the Contractor's insurance as required herein including evidence of payment of premiums thereon, and the policy or policies of insurance covering said Owner, the Architect and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the Owner, shall reference the insured project as "Milton Streetscape Project PIN: 0011675" and shall bear an endorsement precluding the

cancellation or reduction in coverage without giving the Owner at least fifteen (15) days prior notice thereof in writing. All policies shall be written by insurers licensed to do business in the State of Georgia and acceptable to the Owner, with a current A.M. Best rating of no less than A-:VII.. Coverages shall be maintained without interruption from the date of commencement of the project until the date of final payment and termination of any coverage required to be maintained after final payment. Completed operations coverage shall be maintained until the date of the architect's final certificate of payment. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

On all required coverages, the Contractor shall secure from all subcontractors' certificates of insurance as evidence that each subcontractor carries insurance to provide coverage under this Contract up to the same minimum limits required of the Contractor in this Agreement. All subcontractors' certificates of insurance shall reference the insured project as "Milton Streetscape Project PIN: 0011675". The Contractor shall submit copies of its subcontractors' insurance certificates to the Owner and Architect as evidence of such insurance coverage. The Contractor acknowledges and agrees that each subcontractor performing work for this Contract will meet these minimum insurance requirements and that any costs or uninsured events arising from or involving a subcontractor working on behalf of the Contractor for this Contract is the sole responsibility of the Contractor. The Contractor agrees to indemnify said Owner for any costs, expenses or damages that may arise from any subcontractor having insufficient insurance coverage.

The insurance provided by the Contractor will be primary insurance and any other insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Owner or the Architect and their officers, agents and employees will be specifically excess and not contributory to the insurance furnished by Contractor and by its subcontractors.

(a) Comprehensive or Commercial General Liability Insurance – The Contractor shall take out, pay for, and maintain until completion and acceptance of the work required by this Contract, commercial general liability insurance as shall protect the Contractor and the said Owner from all claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract.

The Contractor is not required to have its subcontractors named as co-insureds in the Contractor's policy of public liability and property damage; but the policy shall protect the Contractor and the Owner from contingent liability which may arise from operations of subcontractors.

Each of said policies of insurance shall provide coverage in the following minimum amounts: Commercial general liability insurance with a minimum combined bodily injury and property damage limit of One Million Dollars (\$1,000,000) per occurrence, a personal and advertising injury limit of One Million Dollars (\$1,000,000), a products-completed operations aggregate limit of Five Million Dollars (\$5,000,000) and a general aggregate limit of Five Million Dollars (\$5,000,000) per location.

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal and Advertising Injury Limit
\$5,000,000 Products/Completed Operations Aggregate
\$5,000,000 General Aggregate

(b) The policy or policies of automobile insurance shall provide coverage in the following minimum amounts: Automobile liability insurance covering owned, hired and non-owned vehicles, with coverage in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.

(c) Umbrella Policy- The Contractor shall have an umbrella policy over General Liability, Automobile Liability, Workers' Compensation/Employers' Liability and any such policies that the umbrella can be placed over that involves insurance that is applicable to the work under this contract or at least applicable to the minimum required insurance under this contract. The policy shall be placed in the amount of One Million Dollars (\$1,000,000) or an amount equal to that to be paid for the work being performed under this agreement, whichever is greater.

(d) Workers' Compensation Insurance - Before beginning the work, the Contractor shall furnish to the Owner satisfactory proof that it has taken out, for the period covered by the work under this Contract, Statutory Workers' Compensation and Employers' Liability Insurance. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Employers' Liability coverage shall be in the minimum amount of \$1,000,000 (one million dollars) per occurrence or disease.

(e) Property Insurance – Until the project is completed and accepted by the Owner, the Contractor shall purchase and maintain property insurance written on a builder's risk "all risk" or equivalent policy form on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear.

Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements.

(f) Boiler and Machinery Insurance – Until the project is completed and accepted by the Owner, the Contractor shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and through final acceptance.

(g) Loss of Use Insurance – The Contractor shall purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

(h) Pollution Liability Insurance – From the date of commencement of the project until five years after the date of final payment or termination of the agreement, whichever occurs first, the Contractor shall maintain a contractor's pollution liability ("CPL") policy with (1) a per-claim limit of not less than \$1,000,000 and (2) an annual-aggregate limit of not less than \$1,000,000, covering the acts, errors and/or omissions of the Contractor for damages (including from mold).

(i) Deductibles - For all required coverages, each deductible may not exceed \$10,000 per occurrence unless otherwise agreed upon by the Owner.

(j) Notification of Insurance Companies - The Contractor shall advise all insurance companies to familiarize themselves with all of the conditions and provisions of this Contract, and insurance companies shall waive the right of special notification or any change or of decreased or increased work, or of cancellation of the Contract or of any other act or acts by the Owner or its authorized employees and agents, under the terms of this Contract and failure to so notify the aforesaid insurance companies of changes shall in no way relieve the insurance companies of their obligation under this Contract.

(k) Indemnification - The Contractor shall indemnify and save harmless the Owner, the Architect and all of their officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontractors, in prosecuting the work under this Contract.

(l) Additional Insured - For all required coverages, (except Workers' Compensation and Employers' Liability coverage), the Contractor shall name the Owner as an additional insured and shall provide Owner with proof thereof with the certificate of insurance and copy of endorsement that meets the additional insured requirement or specifically lists owner as additional insured for said contract in the policy for said work by Contractor on behalf of this Contract.

(m) Subrogation Waiver - The Contractor waives all rights of subrogation against the Owner with respect to claims arising out of operations performed pursuant to or incidental to this Contract, whether by Contractor or its subcontractors. Written evidence that each respective insurer acknowledges and agrees to such waivers of subrogation rights shall be submitted to Owner prior to commencement of the project (at minimum, a certificate of insurance, followed by a copy of an endorsement or policy language evidencing the insurer's acknowledgement of and agreement to such waiver). In the event such requirement is not met and/or any subrogation proceeding is commenced by or on behalf of the Contractor or its insurers, the Contractor shall fully indemnify and save harmless the Owner for all costs, expenses and damages resulting therefrom, and shall take action necessary to stop any subrogation proceedings by the Contractor's insurers.

(n) Separate Coverage - Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(o) Defense Costs/Cross Liability - Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(p) Claims-Made Policies - Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the contract, whichever is later, and have an effective date which is on or prior to the effective date of this contract.

37. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred and ten percent (110%) of the contract price as a security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. Bonds must be furnished on the forms provided in Section H of the Invitation to Bid. All bonds must be with surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, or on the United States Department of Treasury's list of approved bond sureties. Owner's prior approval of the surety must be obtained. All bonds shall be furnished to Owner no later than ten days after execution of this contract.

38. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner,

39. Assignments

It is understood by the Contractor that the work of the Contractor is considered personal by the Owner. The Contractor agrees not to assign, sublet or transfer any or all of its interest in this contract without prior written approval of the Owner. The Owner reserves the right to review all subcontracts prepared in connection with the contract, and the Contractor agrees that it shall submit to the Owner any proposed subcontract documents together with subcontract cost estimates for review and written concurrence of the Owner in advance of their execution. All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this section.

The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this contract.

40. Mutual Responsibility of Contractors

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

41. Separate Contract

The Owner or Landscape Architect/Engineer may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other such contractors, including the Owner or his employees and carefully fit his own work to such additional work as directed by the Landscape Architect/Engineer or Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or employee of the Owner. The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Landscape Architect/Engineer immediately of lack of progress or defective workmanship on the part of the other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

42. Subcontracting

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- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. All subcontractors are to be GDOT prequalified contractors or registered subcontractors in accordance with GDOT specification 108.01.
 - (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontract, which statement shall contain such information as the Owner may require.
 - (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, Supplemental General Conditions and other contract documents in so far as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
 - (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

43. Landscape Architect/Engineer's Authority

The Landscape Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Landscape Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Landscape Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Landscape Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Landscape Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute, under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Landscape Architect/Engineer.

All the work under the contract shall be completed to the satisfaction of the Landscape Architect/Engineer or his authorized representative who shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are paid for hereunder, and shall decide all questions and the fulfillment of the conditions of this contract on the part of the Contractor. His determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any payment hereunder.

44. Stated Allowance

The Contractor shall include in his proposal the cash allowance stated in the Section B, Bid Proposal Form under Item number 999-9000 Misc. Construction. As indicated in the Special Provisions, Section 999-9000, Miscellaneous Construction, the "Miscellaneous Construction Allowance," shall be utilized for unforeseen conditions and the Total Contract Amount shall be adjusted accordingly based on the additions and deduction provided during the course of the project construction. The adjustment in Contract shall be made on the basis of the Unit Price provided in Section B, Bid Proposal Form. All overhead, profit, insurance or any other incidental expenses shall be included in said Unit Price that are provided in Section B, Bid Proposal Form.

45. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up daily all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment, to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Landscape Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

The Contractor shall keep the work and surrounding areas free from accumulation of waste materials, all rubbish and objectionable matter during the course of the work. All mortar, cement and toxic material shall be removed from the surface of the earth and not allowed to become mixed with the earth. Upon completion of the Work, the Contractor shall remove all debris, waste materials and superfluous materials from and about the project area as well as all equipment, tools and machinery, to the satisfaction of the Owner.

46. Quantities of Estimate

Quantity estimates where shown have been made carefully but the Landscape Architect/Engineer assumes no liability for omissions and errors. Estimates are only an aid to clarification of units and a check for the Contractor to compare with his own estimates. Differences shall be brought to the attention of the Landscape Architect/Engineer. Quantities necessary to complete the work on the Drawings shall be provided. No extra compensation will be allowed for extra quantities necessary to complete the Work as shown on the plans.

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner

to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

47. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract.

48. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

49. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent to such conflict or inconsistency.

50. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

51. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

52. Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested

personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

53. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- (a) Secures written consent of the Contractor except in the event, in the opinion of the Landscape Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

54. Photographs of the Project

Prior to streetscape project construction commencing, the Contractor shall document and furnish to the City, a video (or photographs) of the existing buildings that are adjacent to the right of way. The purpose of the photographs (and video) is document the condition of the existing building deficiencies that may be present within the project limits prior to construction activity beginning. This may include but is not limited to; building or foundation cracks, broken faced (wood, brick or stone) material, broken or cracked windows, damaged stairs, signage, gutters, down spouts, air conditioning units, post or columns, drainage or other building systems.

55. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

56. Temporary Suspension of Work

The Landscape Architect/Engineer shall have the authority to suspend the work, wholly or in part, for such period as he may deem to be in the best interest of the Owner, due to conditions which are considered unfavorable to the suitable carrying out of work, or for failure on the part of the Contractor to carry out instructions or to perform any provision of the contract. The Contractor shall immediately respect the written order to suspend the work wholly or in part. The Contractor shall not suspend work without such written authority, and shall immediately resume work when conditions are favorable or when methods have been corrected, as approved by the Landscape Architect/Engineer in writing.

57. Employment of Certain Persons Prohibited

Contractor shall refer to Form FHWA 1273, paragraph I.4 Selection of Labor to assure conformance with Applicable Federal law and regulations regarding employment and certain persons that are prohibited.

58. Complaints, Proceedings, or Testimony by Employees

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

59. Specific Coverage of Certain Types of Work by Employees

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which the Federal Labor Standards Provisions are applicable.

60. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Owner's prior written approval of the subcontractor. The Owner will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations to receive an award of such subcontract.

61. Provisions to be Included in Certain Subcontracts

Form FHWA-1273 and the related special provision are to be physically attached to the contract between the Sponsor and the Contractor. The form FHWA-1273 and the related special provision shall be attached to all subcontracts between the Contractor and any subcontractors. The Contractor shall include in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

62. Breach of Federal Labor Standards Provisions

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Owner reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor Standards Provisions. A breach of the Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

63. Arbitration

Arbitration shall be allowed only if mutually agreeable to both parties, and the decisions of the arbitrators shall not be binding.

64. Compliance with Applicable Law

The Contractor shall comply and shall require its subcontractors to comply with the regulations for compliance with Title V1 of the Civil Rights Act of 1964, as amended, and 23 CFR 710.405(b) as stated in the Notice of Compliance with Title VI of the Civil Rights Act of 1964 of this contract.

The Contractor shall comply and shall require its subcontractors to comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the Drug-Free Workplace Act as stated in the Certification Regarding Drug-Free Workplace of this contract.

The Contractor acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this contract.

The Contractor shall subcontract or show good faith efforts to do so and provide a minimum 16 percent (16%) of the total amount of project funds to Disadvantaged Business Enterprises (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR et. seq. The Contractor shall ensure that DBE firms are certified with the Georgia Department of Transportation's Equal Employment Opportunity Office. The Contractor shall submit to the Owner, for its review and concurrence, a copy of the proposed subcontract or subcontractors including the name of the DBE subcontractor and subcontractors.

The Contractor shall comply and require its subcontractors to comply with all applicable requirements of the Americans with Disabilities Act of 1990.

65. Examination of Site

Before submitting bids for the work, each bidder shall be held to have examined the premises and satisfied himself as to the existing conditions under which he shall be pledged to operate or that in any manner shall affect the work. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

66. Environmental Protection

- A. Trees to Save - Trees not marked to be removed shall be carefully protected by the Contractor from foliage, trunk and root damage. Roots shall be protected to the outer perimeter of tree foliage (or drip-line) and 2 feet beyond.

67. Storage

The Contractor shall provide suitable protection for material and equipment on the site and shall maintain all storage space in a safe, clean and orderly condition. The Owner assumes no liability for loss or damage to materials or equipment due to improper storage, lack of protection from the elements or from any other causes. Inflammable materials shall be enclosed in safe containers. All construction equipment shall be stored at the staging area at the end of each work day.

68. Field Display of Plans and Specifications

The Contractor shall maintain on site a well organized, up to date set of Drawings and Specifications to include, but not limited to, all revisions, addenda, change orders, copies of observation reports, memoranda, shop drawings, etc., that affect the Work.

69. Sequence of Work

Work is to be processed in an orderly manner. The organization of the Specifications or Drawings does not necessarily indicate the order or sequence in which work is to be performed. If prior construction or other contracts on the contract site will interfere with this work, the Landscape Architect/Engineer will declare the time and date when this contract can be started on the site. The Contractor shall keep an adequate force on the job until work is completed, except for interrupting weather conditions and extensions approved by the Landscape Architect/Engineer. The Contractor shall give due and adequate notice of all work he proposes to start to those in control of properties which may be affected by his operations.

The Contractor shall submit a progress schedule at the pre-construction conference outlining the order of his construction process. Priorities within this schedule shall be coordinated with the Owner. The Contractor shall not be granted extensions or delay charges when it is deemed clearly that the Contractor could have continued work on other components of the project or locations on the site.

70. Temporary Equipment

The Contractor shall furnish, maintain and remove at completion all equipment such as temporary roads, ramps, chutes and like facilities, as required for proper execution of the work of all trades. The Contractor and each subcontractor shall provide for his own use all forms required for the execution of work. Such forming shall conform to requirements of authorities having jurisdiction over such work and shall be maintained in safe condition at all times and shall be removed when no longer required.

71. Lifting Devices and Hoisting Facilities

The Contractor shall provide, operate and maintain construction cranes for hoisting materials, as well as other type hoists, as may be required for execution of the work of all trades. Such apparatus, equipment and construction shall meet the requirements of labor laws and other applicable laws.

72. Temporary Support Facilities

- a. **Sanitary Facilities:** The Contractor shall provide self-contained toilet units of a type acceptable to governing authorities, adequate for use by personnel at project site and shall on a daily basis dispose of waste materials at a designated waste disposal site.
- b. **Water and Electric Power:** The Contractor shall be responsible for obtaining or providing temporary water and electric power as necessary for construction operations. The Contractor shall provide service with ground water-fault circuit interrupter feature activated from each circuit at a 20-amp or less rating. The Contractor shall provide potable water adequate for personnel at project site as well as paper cups and waste receptacles.
- c. **Security:** The Contractor shall provide temporary security and protection. The types of provisions required include barricades, warning signs/lights, environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.

73. Layout of Work

All lines, grades, levels and bench marks shall be established and maintained by the Contractor. Before commencing any work, the Contractor shall verify all grades, lines, levels and dimensions as indicated on the Drawings. He shall report any errors or inconsistencies to the Landscape Architect/Engineer before commencing work.

The Contractor shall stake the entire project, both as to location of all construction items as well as finish grades. This stake-out may be accurate or rough, depending on the Contractor's preference. This stakeout shall be made early in the construction process and preserved for reference during construction.

The purpose of the staking, with inspection and adjustment by the Landscape Architect/Engineer, is to adapt the design to the site rather than allow the design to be forced upon the site. Staking is subject to various degrees of adaptation which can only be determined by the Landscape Architect/Engineer. This variation is an aesthetic decision, the amount of adjustment most often determined by the existing trees, terrain, soil conditions, utilities, sub-surface water and by other intangibles which are impractical to survey in absolute accuracy.

The Contractor shall notify the Landscape Architect/Engineer at least three (3) working days before inspection of the stakeout. During the inspection, the Landscape Architect/Engineer will adjust the stake-out as necessary to fit the trees, topography and all other objects and conditions on the site. At this time the Landscape Architect/Engineer will clearly mark all trees and other vegetation to be removed. This staking-inspection process must take place prior to any tree removal, grading, construction and any other work on the site. During the inspection, the Contractor shall be at the site along with the person who will superintend the clearing and grading work under this contract.

The staking inspection process shall be repeated for any work not staked and approved or adjusted during the first site visit. No work shall ever be done without the stakeout first being adjusted and approved by the Landscape Architect/Engineer. All alignment, dimension and elevation of any grading, excavation, construction and planting is subject to adjustment to accommodate existing conditions and to save trees and other vegetation.

Any work progress delays caused by inadequate, incomplete or improper staking shall not merit an extension of the contract or delay charges by the Contractor.

The Landscape Architect/Engineer shall have two (2) days to respond to any request to come to the site and adjust a stake-out. The Landscape Architect/Engineer shall have a minimum of two (2) days to resolve any problems created by unknown conditions discovered during the stakeout or construction.

The Contractor shall be responsible for adequately scheduling his process in order to allow constant work to continue. When unknown conditions inhibit the flow of work in a specific location, during the inspection, the Contractor shall continue unhindered portions elsewhere on the project and notify the Landscape Architect/Engineer immediately.

74. Geotechnical Assistance

The Contractor shall retain at his own expense the services of a qualified geo-technical engineer to advise on all construction techniques involved in the Work, including the design, checking and approval of temporary bracing, shoring, underpinning and other items pertinent to the Work, and on construction methods for solution of problems which may be encountered. The geo-technical engineer shall be primarily concerned with construction methods necessary to prevent settlement or failure of buildings, walkways, foundations, pavement, and/or damage to such surrounding

structures as sidewalks, roads, utilities, and embankments on the Owners property. Geo-technical engineer shall also consult on the septic field percolation rate and soil conditions.

75. Utilities

The Contractor, at his expense, shall immediately repair existing utility lines shown on the drawings, such as cables, ducts, conduits and piping and damaged by Contractor's operations (unless they are to be abandoned) and protect and maintain in use until relocation of same has been completed or shall be cut and capped where directed or shall be prepared for service connections when so required.

The Contractor shall exercise extra precaution to avoid damage to underground utilities. The Contractor shall notify the utility locating service to flag and mark with paint all underground utilities before any work commences. The Contractor shall determine the exact location of all existing utilities, structures and underground utilities, which may not be indicated on the drawings, and he shall conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures, utilities and underground utilities and be responsible for their replacement if damaged by him.

76. Inclusion of Accessories

Unless specifically mentioned otherwise, all anchors, bolts, screws, fittings, fillers, hardware accessories, trim and other parts required for, or in connection with, an item of material to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the item whether or not shown on the drawings or specified.

77. Installation and Protection of Materials

All items shall be installed in a workmanlike manner in accordance with the best recognized practice of the trade. Manufactured items shall be installed in strict accordance with the manufacturer's printed directions, specifications and recommendations. All working parts shall be properly adjusted after installation and left in perfect working order. Unless otherwise indicated, items exposed to weather and subject to flooding shall be installed so as to shed water. Items in all cases shall be installed plum and true and in proper relation to surrounding materials. The Contractor shall be responsible for preparing samples as required in the Specifications and to obtain approvals prior to construction of the item.

All materials shall be shipped, stored and handled in a manner that will afford protection and insure their being in first class condition at the time they are incorporated in the Work. After installation, all materials shall be properly protected against damage to insure their being in first class condition when the project as a whole is completed and accepted by the Owner.

78. Reference to Standard Specifications

When standard specifications such as the American Society for Testing and Materials, Federal Specifications, Department of Commerce (commercial Standards), American Institute of Steel Construction, American Association of State Highway and Transportation officials (AASHTO) guidelines, or other well known public or trade associates are cited as a standard to govern materials or workmanship, such specifications or portions thereof as referred to shall be equally as binding and have the full force and effect as though it were copied in the Specifications. Such standards as are mentioned are generally recognized by and available to the trades concerned.

79. Reference to Manufacturer's Publications

Unless otherwise specifically stated, all manufacturer's catalogs, specifications, instructions or other information or literature that are referred to in the Specifications shall be considered as the latest edition or revision of such publications that is in effect on the date of the Invitation or Advertisement for Bids.

80. Document Signatures

Within five (5) days of notification of award or prior to execution of the contract, whichever is earliest, the Contractor shall file with the Landscape Architect/Engineer a list of all persons in his firm who are authorized to sign documents such as contracts, certificates and affidavits on behalf of the firm and to fully bind the firm to all conditions and provisions of such documents.

81. Materials Furnished by Others

Whenever Contractor or any subcontractor shall receive items from another contractor or from the Owner for storage, erection or installation, the Contractor or subcontractor shall give receipts for items delivered, and any necessary replacement of items received. No adjustment will be made to contract price for increased insurance premiums, except for materials or equipment furnished by the Owner and not listed as such in other contract documents.

82. Substitute Materials and Equipment

Approval by the Landscape Architect/Engineer of substitute materials and equipment shall not relieve the Contractor from his responsibility to supply and install any additional materials, equipment or labor required to make the substitution properly function within the intent of the contract documents as issued for bid whether or not recognized by the Landscape Architect/Engineer or Contractor. The Contractor shall supply and install such required substitutions at no additional cost to the Owner.

83. Working Hours

Construction on Monday through Friday shall begin no earlier than 7:30 a.m. and may continue until 7:30 p.m. Construction on Saturday may begin no earlier than 9:00 a.m. and may continue until 6:00 p.m. No construction work is allowed on Sundays.

84. Record of Construction Changes and As-Built Drawings

On completion of work, the Contractor shall mark the appropriate contract drawings in digital format showing the final locations of all underground installations, vaults, power lines, water lines, sewage lines, drainage lines, septic lines, etc. They also shall record the proper location of all installations above ground where they have been changed on the site from designated locations on the plans. The Engineer can provide digital data of the construction drawings in Microstation or Autocad format to the Contractor at a minimal cost so that the Contractor may record field changes and adjustments. The Contractor shall provide to Owner upon completion of the project DVD's with the above mentioned as-built information based on Georgia West Zone and that is Geo-referenced so that it aligns with the Owners GIS system.

85. Warranty Guarantee

The Contractor shall guarantee that work under this contract shall be free from defects of material and workmanship and shall be constructed and warranted in accordance with GDOT specifications. Thefts and damage to the proposed improvements are the responsibility of the Contractor until final date of acceptance.

86. Maintenance

Except as otherwise provided in the Specifications, the Contractor shall be responsible for all maintenance until completion and final acceptance of the total project. Various items of maintenance are indicated in applicable sections of the Specifications to which the Contractor is referred. Contractor is expected to maintain all erosion control fences, berms, dams, grassing and other mechanisms until the project is completed. Maintenance shall be in accordance with local and state guidelines and regulations.

87. Pre-Construction Conference

The Contractor shall schedule a pre-construction conference with the Owner and Landscape Architect/Engineer and GDOT Area Engineer at least three (3) days before beginning work under the contract. The contractor shall submit a proposed work schedule at the pre-construction conference. The DBE firms to be used on this project as identified on the DBE Goals Form are to be invited to the preconstruction conference to assure such firms are known to all parties and steps are taken to assure their use on the project.

88. Testing of Materials:

All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. The Owner shall submit Form OM-LAP-1v5, Federal-Aid Local Let Projects Materials Quality Assurance, Revised October 17, 2012, to the GDOT Office of Materials prior to start of construction. The Sponsor is responsible for the quality assurance testing usually through use of a consulting firm qualified in Area Classes 604a and 604b. GDOT will perform the Independent Assurance testing based on the specific certified testers identified on the Form OM-LAP-1v5. The Contractor is responsible for asphalt mixture acceptance testing at the plant and verification testing for compaction results from the roadway. See GDOT Local Administered Projects Manual, Chapter 11 and Appendix G, for specific requirements.

89. Control of Materials:

Source of Supply and Quality Requirements: The materials used on the work shall conform to the requirements of the contract, plans and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or processed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish complete statements to the Landscape Architect/Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

Materials and materials suppliers must be listed in the Georgia Department of Transportation's Qualified Products list and/or the Secretary of Interior Standards for historic projects.

Samples, Tests and Cited Specifications: All materials used in the work shall be inspected, tested, and approved by the Landscape Architect/Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Landscape Architect/Engineer shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Landscape Architect/Engineer, shall be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with cited standard methods of AASHTO or ASTM which are current on the date of advertisement for bids will be made by and at the expense of the Contractor. Samples will be taken by a qualified representative of the Owner. All materials being used are subject to

inspection, test or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at his request.

Certification of Compliance: The Landscape Architect/Engineer may permit the use, prior to sampling and testing of certain materials, or assemblies when accompanied by manufacturer's certificates of compliance stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the Landscape Architect/Engineer.

When a material or assembly is specified by "brand name or- equal" and the contractor elects to furnish the specified "brand name", the contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to: (a) Conformance to the specified performance, testing, quality of dimensional requirements; and (b) Suitability of the material or assembly for the use intended in the contract work.

Should the Contractor propose to furnish an "or equal" material or assembly, he shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly, However, the Landscape Architect/Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The Landscape Architect/Engineer reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

Plant Inspection: The Landscape Architect/Engineer or his authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for his acceptance of the material or assembly.

Should the Engineer conduct plant inspections, the following conditions shall exist:

- (a) The Landscape Architect/Engineer shall have the cooperation and assistance of the Contractor and the producer with whom he has contracted for materials;
- (b) The Landscape Architect/Engineer shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished; and
- (c) If required by the Landscape Architect/Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the site. The Landscape Architect/Engineer shall have the right to reject material which, when retested, does not meet the requirements of the contract, plans, or specifications.

Field Office and Laboratory: When specified and provided for as a contract item, the Contractor shall furnish a building for the exclusive use of the Landscape Architect/Engineer as a field office and field testing laboratory. The building shall be furnished and maintained by the Contractor as specified herein and shall become property of the Contractor when the contract work is completed.

Storage of Materials: Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in their work. Stored materials shall be located so as to facilitate their prompt inspection. The contractor shall coordinate the storage of all materials with the Landscape Architect/Engineer.

Unacceptable Materials: Any material or assembly that does not conform to the requirements of the contract, plans or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the Landscape Architect/Engineer.

No rejected material or assembly, the defects of which have been corrected by the Contractor, shall be returned to the site of the work until such time as the Landscape Architect/Engineer has approved its use in the work.

Owner-Furnished Materials: The Contractor shall furnish all materials required to complete the work, except those specified herein (if any) to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified herein.

All costs of handling, transportation from the specified location to the site of work, storage and installing Owner-furnished materials shall be included in the unit price bid for the Contractor item when such Owner-furnished material is used.

After the Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss or other deficiencies which may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

90. Conflicts within the Contract Documents

If conflicts exist between the GADOT Standard Specifications and the General Conditions, or Supplemental General Conditions and Contract Specifications, the GDOT Standard Specification 2013 Edition and applicable supplemental specifications and special provisions shall supersede, except where provisions of the General Conditions are necessary for compliance with federal, state or local law.

91. Termination Required by O.C.G.A. § 36-60-13

Except to the extent prohibited by state or federal law, in addition to any other termination in this contract, if this contract continues beyond the calendar year in which it is executed, the parties agree that this contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Owner on December 31 each calendar year of the contract term, and further, that this contract shall automatically renew on January 1 of each subsequent calendar year of the contract term absent the Owner's provision of written notice of

non-renewal to Contractor at least five (5) calendar days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the Owner.

92. Non-Discrimination

During the performance of this contract, the Contractor agrees as follows:

a. Compliance with Regulations:

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

b. Nondiscrimination:

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

c. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

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

d. Information and Reports:

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

e. Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this contract, Owner shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) Withholding of payments to the Contractor under the contract until Contractor complies; and/or (b) Cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions:

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

93. City of Milton Ethics Provisions:

Contractor and Owner acknowledge that it is prohibited for any person to offer, give, or agree to give any City of Milton employee or official, or for any City of Milton employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. The Contractor and Owner further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Contractor or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

94. Indemnification of Owner and GDOT:

In addition to, and not in lieu of, any other indemnification requirements set forth herein, Contractor shall be responsible for any and all damages to property or persons and shall indemnify and save harmless the Owner and the Georgia Department of Transportation, and their officers, agents and employees, from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the Contractor in the performance of work under this Agreement. It is understood by the Owner and Contractor that claims, damages, losses and expenses may include monetary claims made by subcontractors for the project, and its related facilities, that are a result of the Contractor's negligence or improper representation in the plans. The Contractor shall require that the provisions of this section are included in all subcontracts to protect the Owner and the Georgia Department of Transportation, and their officers, agents and employees. These indemnities shall not be limited by reason of any insurance coverage held by the Contractor or its subcontractors.

95. Archaeological Remains:

In the event of the discovery of significant archaeological remains, construction shall be stopped and the Contractor shall notify the Owner and the Georgia Department of Natural Resources of the discovery. In this context, to be "significant", such remains would have to be able to provide important and non-redundant information that could not be obtained from other sources. The Contractor shall notify the Owner and the Georgia Department of Natural Resources of the discovery of intact cultural features such as, but not limited to, foundations and wells. The construction shall remain stopped until the Georgia Department of Natural Resources has completed its evaluation of the remains.

END OF SECTION

Milton Streetscape Project
PIN: 0011675
City of Milton, GA

Section F
Guarantee

F-1

Date: _____

COUNTY OF _____

STATE OF _____

_____, as General Contractor (), Sub-Contractor () on _____

_____ does hereby guarantee
that all work executed under the plans and specifications will be free from defects of materials and
workmanship for a period of 12 months from the date of final acceptance of the job and that all defects
occurring within that period shall be replaced at no cost to the Owner.

Nothing in the above shall be deemed to imply that this guarantee shall apply to work, which has been abused
or neglected by the Owner.

Contractor hereby acknowledges that the date of final acceptance for this project is established as _____

_____.

By: _____

Title: _____

Notary Public

This _____ day of _____, _____.

***Contractor's Certification
Concerning Labor Standards and Prevailing Wage Requirements***

To: (Appropriate Recipient):

Date

C/o

Project Number (if any)

Project Name

1. ***The undersigned, having executed a contract with _____
for the construction of the above-identified project, acknowledges that:***
 - (a) ***The Labor Standards provisions are included In the aforesaid contract***
 - (b) ***Correction of any infractions of the aforesaid conditions, including infractions by any
of his subcontracts and any lower tier subcontractors, is his responsibility;***
2. ***He certifies that:***
 - (a) ***Neither he nor any firm, partnership or association in which he has substantial interest
is designated as an ineligible contractor by the Comptroller General of the United
States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5
(29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40
U.S.C. 276a-2(a)).***
 - (b) ***No part of the aforementioned contract has been or will be subcontracted to any
subcontractor if such subcontractor or any firm, corporation, partnership or
association in which such subcontractor has a substantial interest in designated as an
ineligible contractor pursuant to any of the aforementioned regulatory or statutory
provisions.***
3. ***He agrees to obtain and forward to the aforementioned recipient within ten days after the
execution of any subcontract, including those executed by his subcontractors and any
lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards
and Prevailing Wage Requirements executed by the subcontractors.***
4. ***He certifies that:***
 - (a) ***The legal name and the business address of the undersigned are:***

(b) The undersigned is:

- _____ (1) A Single Proprietorship
_____ (2) A Partnership
_____ (3) A Corporation Organized In the State of _____
_____ (4) Other Organization (Describe)

(c) The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

(Contractor)

Date

By

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: Whoever makes, passes, utters or publishes any statement, knowing the same to be false....shall be fined not more than \$5, 000 or imprisoned not more than two years, or both.

***Subcontractor's Certification
Concerning Labor Standards and Prevailing Wage Requirements***

To: (Appropriate Recipient):

Date

C/o

Project Number (if any)

Project Name

***1. The undersigned, having executed a contract with _____
for the construction of the above-identified project, acknowledges that:***

(a) The Labor Standards provisions are included In the aforesaid contract

***(b) Correction of any infractions of the aforesaid conditions, including infractions by any
of his lower tier subcontractors, is his responsibility;***

2. He certifies that:

***(a) Neither he nor any firm, partnership or association in which he has substantial interest
is designated as an ineligible subcontractor by the Comptroller General of the United
States pursuant to Section 5.6 (b) of the regulations of the Secretary of Labor, Part 5
(29 CFR, Part 5) or pursuant to Section 5(a) of the Davis-Bacon Act, as amended (40
U.S.C. 276a-2(a)).***

***(b) No part of the aforementioned contract has been or will be subcontracted to any lower
tier subcontractor if such subcontractor or any firm, corporation, partnership or
association in which such subcontractor has a substantial interest in designated as an
ineligible subcontractor pursuant to any of the aforementioned regulatory or statutory
provisions.***

***3. He agrees to obtain and forward to the aforementioned recipient within ten days after the
execution of any subcontract, including those executed by his lower tier subcontractors, a
Subcontractor's Certification Concerning Labor Standards and Prevailing Wage
Requirements executed by the subcontractors.***

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

- _____ (1) A Single Proprietorship
_____ (2) A Partnership
_____ (3) A Corporation Organized In the State of _____
_____ (4) Other Organization (Describe)

(c) The name, title and address of the owner, partner or officers of the undersigned are:

Name	Title	Address

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

Name	Address	Nature of Interest

(e) The names, addresses and trade classifications or all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

Name	Address	Trade Classification

(Subcontractor)

Date

By _____

General Decision Number: GA170259 01/06/2017 GA259

Superseded General Decision Number: GA20160259

State: Georgia

Construction Type: Highway

County: Fulton County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

SUGA2014-081 10/03/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.74	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33	0.00
FENCE ERECTOR.....	\$ 16.54	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.25	2.69
INSTALLER - GUARDRAIL.....	\$ 14.95	0.00
INSTALLER - SIGN.....	\$ 13.03	0.00
IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER: Mason Tender -		

Cement/Concrete.....\$ 12.32	0.00
LABORER: Pipelayer.....\$ 12.34	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....\$ 13.87	0.00
LABORER: Common or General, Includes Erosion Control.....\$ 11.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 17.52	2.70
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....\$ 14.83	1.38
OPERATOR: Bulldozer.....\$ 15.68	1.25
OPERATOR: Compactor.....\$ 14.64	0.00
OPERATOR: Concrete Saw.....\$ 18.94	0.00
OPERATOR: Crane.....\$ 21.08	0.00
OPERATOR: Distributor.....\$ 16.69	1.01
OPERATOR: Grader/Blade.....\$ 18.48	0.00
OPERATOR: Hydroseeder.....\$ 15.20	0.00
OPERATOR: Loader.....\$ 13.64	0.94
OPERATOR: Mechanic.....\$ 19.01	0.00
OPERATOR: Milling Machine Groundsman.....\$ 13.43	1.24
OPERATOR: Milling Machine.....\$ 17.02	2.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 17.03	0.00
OPERATOR: Piledriver.....\$ 16.70	0.00
OPERATOR: Roller.....\$ 13.32	0.84
OPERATOR: Scraper.....\$ 12.64	0.00
OPERATOR: Screed.....\$ 15.18	1.66
OPERATOR: Shuttle Buggy.....\$ 14.06	1.98
PAINTER: Spray.....\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....\$ 11.95	0.00
TRAFFIC CONTROL:	

Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.66	0.00
TRAFFIC SIGNALIZATION:		
Laborer.....	\$ 14.00	1.08
TRAFFIC SIGNALIZATION:		
Electrician.....	\$ 24.72	5.26
TRUCK DRIVER: Dump Truck.....	\$ 16.41	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.23	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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**Required Contract Provisions for Bid Manuals for TE Funded Construction
Contracts (2-13-2017)**

1. Bidder Qualifications Notice
2. Bid Rigging Notice
3. FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts, Revised May 1, 2012
4. Special Provision, Required Contract Provisions Federal-Aid Construction Contracts, First Use October 18, 2013
5. Special Provision, Required Contract Provisions, Federal-Aid Highway Program, Cargo Preference Act Requirements, Effective 2-15-2016
6. Appendix A, Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts
7. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
8. Standard Federal Equal Employment Opportunity Construction Contract Specifications
9. Georgia Department of Transportation, Disadvantaged Business Enterprise Program, Criteria for Acceptability, November 3, 2014
10. Instructions for List of DBE Participants and DBE Goals Form
11. Instructions for reporting DBE participation Revised 06-01-2010 and DBE Participation Form
12. Special Provision, Prompt Payment, First Use November 01, 2013
13. Required Contract Provisions, Buy America, First Use November 1, 2013, and Convict Produced Materials, First Use November 1, 2013
14. Federal Aid Certification, Revised: June 8, 2016
 - a. Equal Employment Opportunity
 - b. Examination of Plans and Specifications
 - c. Conflict of Interest
 - d. Drug Free workplace
 - e. Boycott of Israel
 - f. Non-Collusion Certification
15. Georgia Security and Immigration Compliance Act Affidavit, Revised 11/01/2015

Note: Davis Bacon wage rates apply to all projects. The applicable wage rate determination posted on the Davis Bacon web site of the U.S. Department of Labor <http://www.wdol.gov/dba.aspx#0> applies to this project. If a modification is posted less than 10 days before the opening of bids, it shall be effective unless the Sponsor finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file (29 CFR 1.6(c)(3)).

NOTICE TO ALL BIDDERS

ALL BIDDERS SUBMITTING BIDS IN EXCESS OF \$2,000,000
SHALL BE PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF
TRANSPORTATION (GDOT).

ALL BIDDERS SUBMITTING BIDS \$2,000,000
OR LESS SHALL BE REGISTERED SUBCONTRACTORS OR PRE-QUALIFIED
WITH THE GDOT.

SUBCONTRACTORS SHALL BE PRE-QUALIFIED OR
REGISTERED WITH THE GDOT.

IF CONSTRUCTION WORK INVOLVES WELDED STRUCTURES,
SUCH AS BRIDGES, THE MANUFACTURER OF THE
STRUCTURE SHALL BE ON THE GDOT QPL LIST 60.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Time. Anyone with the knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of the DOT’s continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)). the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1. b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a 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 terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause 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.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person 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.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a 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 with which this transaction originated may pursue available remedies, including suspension and/or debarment.

.....

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

.....

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
 - a. To the extent that qualified persons regularly residing in the area are not available.
 - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
 - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SPECIAL PROVISION

Required Contract Provisions Federal-Aid Construction Contracts

1. *Subsection 1.4 Selection of Labor: Delete the last sentence in the paragraph.*
2. *Subsections IV Davis Bacon and Related Act Provisions: Delete the first paragraph in its entirety and substitute the following:*

“This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts. The requirements apply to all projects located within the right-of-way of a roadway.”

**GEORGIA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS, FEDERAL-AID HIGHWAY PROGRAM**

EFFECTIVE FEBRUARY 15, 2016

The Cargo Preference Act (CPA) establishes certain requirements for the use of privately owned United States-flag commercial vessels in transporting equipment, materials, and commodities by ocean vessel. Contractors are required to comply with the CPA requirements and 46 CFR 381 and are required to insert the substance of these provisions into any subcontracts issued pursuant to this contract.

Cargo Preference Act Requirements

All Federal-aid projects shall comply with 46 CFR 381.7 (a)–(b) as follows:

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the Gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

The CPA requirements would be appropriate for oceanic shipments of materials or equipment that is intended for use on a specific Federal-aid project, such as a precast concrete structural members, fabricated structural steel, tunnel boring machines, or large-capacity cranes.

The CPA requirements are not applicable for goods or materials that come into inventories independent of an FHWA funded-contract. For example, the requirements would not apply to shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and contractors use these materials to replenish existing inventories. In general, most of the materials used for highway construction originate from existing inventories and are not acquired solely for a specific Federal-aid project.

A test for whether CPA requirements apply or do not apply to shipped goods or materials would be if the goods or materials are what one would consider to be common inventory supplies for highway construction contractor, then CPA would **not apply**. If the materials or goods are considered to be supplies one would consider to be not common supplies of a highway construction contractor then CPA would **apply**.

12-15-2008

APPENDIX A
NOTICE TO CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
FOR
FEDERAL-AID CONTRACTS

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, national origin, disability, sex, or age in the selection and retention of subcontracts including procurements of materials and leases of equipment. This will be done in accordance with Title VI of the Civil Rights Act of 1964 and other Non-Discrimination Authorities i.e., Section 504 of the 1973 Rehabilitation Act, the 1973 Federal-Aid Highway Act, the 1975 Age Discrimination Act, and the Americans with Disabilities Act of 1990. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin, disability, sex or age.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas, are as follows:

GOALS FOR FEMALE PARTICIPATION

APPENDIX A
(43 FR 19473)

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally-assisted construction contract or subcontract. Area covered: Goals for Women apply nationwide.

Goals and timetables

Timetable		Goals (percent)
4-1-78	to 3-31-79	3.1
4-1-79	to 3-31-80	5.0
4-1-80	Until Further Notice	6.9

**GOALS FOR
MINORITY PARTICIPATION**

Appendix B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

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Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the areas covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained in this appendix B-80.

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State	Goal (percent)
Georgia:	
035 Augusta, GA:	
SMSA Counties:	
0600 Augusta, GA-SC	27.2
GA Columbia; GA Richmond, SC Aiken;	
Non-SMSA Counties	32.-8
GA Burke; GA Emanuel; GA Glascock; GA Jefferson;	
GA Jenkins; GA Lincoln; GA McDuffie, GA Talferro;	
GA Warren; GA Wilkes; SC Allendale; SC Bamberg;	
SC Barnwell; SC Edgefield; SC McCormick;	
036 Atlanta, GA:	
SMSA Counties:	
0520 Atlanta, GA	21.2
GA Butts; GA Cherokee; GA Clayton; GA	
Cobb; GA DeKalb; GA Douglas; GA Fayette, GA	
Forsyth; GA Fulton; GA Gwinnett; GA Henry; GA	
Newton; GA Paulding; GA Rockdale; GA Walton	
Non-SMSA Counties	19.5
GA Banks; GA Barrow; GA Bartow; GA Carroll; GA Clarke;	
GA Coweta; GA Dawson; GA Elbert; GA Fannin;	
GA Floyd; GA Franklin; GA Gilmer; GA Gordon;	
GA Greene; GA Habersham; GA Hall; GA	
Haralson; GA Hart; GA Heard; GA Jackson; GA	
Jasper; GA Lamar; GA Lampkin; GA Madison;	
GA Morgan; GA Oconee, GA Oglethorpe; GA	
Pickins, GA Pike; GA Polk; GA Rabun; GA	
Spalding; GA Stephens; GA Towns; GA; Union; GA Upson	
White	
037 Columbus, GA:	
SMSA Counties:	
1800 Columbus, GA - AL	29.6
Al Russell; GA Chattahoochee; GA Columbus	

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Non-SMSA Counties	31.6
Al Chambers; AJ Lee; GA Harris; GA Marion; GA Meriwether; GA Quitman; GA Schley; GA Stewart; GA Sumter; GA Talbot; GA Troup; GA Webster	
038 Macon, GA:	
SMSA Counties:	
4680 Macon, GA	27.5
GA Bibb; GA Houston; GA Jones; GA Twiggs	
Non-SMSA Counties	31.7
GA Baldwin; GA Bleckley; Crawford; GA Crisp; GA Dodge; GA Dooley; GA Hancock; GA Johnson; GA Laurens; GA Macon; GA Monroe; GA Peach; GA Pulaski; GA Putman; GA Taylor; GA Telfair; GA Treutlan; GA Washington; GA Wheeler; GA Wilcox; GA Wilkinson	
039 Savannah, GA:	
SMSA Counties:	
7520 Savannah, GA	30.6
GA Bryan; GA Chatham; GA Effingham	
Non-SMSA Counties	29.8
GA Appling; GA Atkinson; GA Bacon, GA Bulloch; GA Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery; GA Screven; GA Tattnall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper	
040 Albany, GA:	
SMSA Counties:	
0120 Albany, GA	32.1
GA Dougherty; GA Lee	
Non-SMSA Counties	31.1
GA Baker; GA Ben Hill; GA Berrien; GA Brooks; GA Calhoun; GA Clay; GA Clinch; GA Colquitt; GA Cook; GA Decatur; GA Early; GA Echols; GA Grady; GA Irwin; GA Lanier; GA Lowndes; GA Miller; GA Mitchell; GA Randolph; GA Seminole; GA Terrell; GA Thomas; GA Tift; GA Turner; GA Worth	
Florida:	
041 Jacksonville FL:	
Non-SMSA Counties	22.2
GA Brantley; GA Camden; GA Charlton; GA Glynn; GA Pierce; GA Ware	

**DEPARTMENT OF TRANSPORTATION
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**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 FR 14895)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minority and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing the notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

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- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organization, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete

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benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Revised: December 7, 2009
Revised: October 21, 2013
Revised: November 3, 2014

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
CRITERIA FOR ACCEPTABILITY

The purpose of this special provision is to establish criteria for acceptability of DBE firms for work performed on this contract. The intent is to ensure all participation counted toward fulfillment of the DBE goals is (1) real and substantial, (2) actually performed by viable, independent DBE owned firms, and (3) in accordance with the spirit of the applicable laws and regulations.

The policy of the Georgia Department of Transportation is to ensure compliance with Title VI of the Civil Rights Act of 1964, 49 Code of Federal Regulations, Part 26 and related statutes and regulations in all program activities.

To this end the Georgia Department of Transportation shall not discriminate on the basis of race, color, sex or national origin in the award, administration and performance of any Georgia Department of Transportation assisted contract or in the administration of its Disadvantaged Business Enterprise Program. The Georgia Department of Transportation shall take all necessary and reasonable steps to ensure nondiscrimination.

DBE payments and commitments for Federal-aid projects shall be separate and distinct and cannot be transferred or combined in any matter.

The DBE Goal specified in the contract will be a percentage representing the DBE Race Conscious Participation. The Contractor will strive to achieve an additional percentage in his/her contracts for all projects during the course of the current State Fiscal Year, in order to meet the overall Georgia Department of Transportation DBE goal.

DBE DIRECTORY: The Department has available a directory or source list to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular

solicitations. The Department will make the directory available to bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

GOAL FOR PARTICIPATION: If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS Form included in the proposal. The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department will consider for award a proposal with less participation than the established goal if:

(A) The bidder can demonstrate no greater participation could be obtained. This should be well documented by demonstrating the Contractor's actions through good faith efforts. The following is a list of types of actions which the Department will consider as part of the Contractor's good faith efforts to obtain DBE participation. This is not intended to be a mandatory checklist nor intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The Contractor must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Contractor must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist DBE participants in responding to a solicitation.
- (4) (a) Negotiating in good faith with interested DBEs.
Contractor(s) are responsible to make a portion of the work available

to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

- (b) Contractor(s) using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (5) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. nonunion employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- (6) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the contractor.
- (7) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and

Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE's.

- (B) The participation proposed by the low bidder is not substantially less than the participation proposed by the other bidders on the same contract.

If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

To be eligible for award of this contract, all bidders will be required to submit the following information to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility.

- i. The names and addresses of DBE firms committed to participate in the Contract;
- ii. A description of the work each DBE will perform; The Contractor shall provide information with their bid showing that each DBE listed by the Contractor is certified in the NAICS code(s) for the kind of work the DBE will be performing.
- iii. The dollar amount of participation for each DBE firm participating; Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- iv. Written confirmation from the DBE committed to participating in the contract, as provided in the prime contractor's commitment.
- v. If the contract goal is not met, evidence of good faith efforts must be provided.

Failure by a bidder to furnish the above information may subject the bid to disqualification. Also failure by the bidder to submit satisfactory evidence of good faith efforts may subject the bid to disqualification.

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid may not constitute final approval by the Department of the listed DBE. The

Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until final approval of the listed DBEs is granted by the Department.

If the Contractor desires to substitute a DBE in lieu of those listed in the proposal, a letter of concurrence shall be required from the listed DBE prior to approval of the substitution, unless this requirement is waived by the Department.

Agreements between bidder and a DBE in which promises not to provide Subcontracting quotations to other bidders are prohibited.

DEFINITION: For the purposes of this provision, the following definitions will apply:

Disadvantaged Business Enterprise or DBE means a for-profit small business concern –

- (1) Ensuring at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own the business.

Good Faith Efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Joint Venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Socially and Economically Disadvantaged Individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputably presumed to be socially and economically disadvantaged.

- (i) "Black Americans," which includes persons having origins, in any of the Black racial groups of Africa;
- (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

(3) GDOT will presume that such persons are socially and economically disadvantaged only to the extent permitted by applicable federal law.

Race-conscious measure is one focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure is one being, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

DISCRIMINATION PROHIBITED: No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, sex or national origin.

The following assurance becomes a part of this contract and must be included in and made a part of each subcontract the prime contractor enters into with their subcontractors (49 CFR 26.13):

"The contractor, and/or subcontractor shall not discriminate on the basis of

race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT – assisted contracts. Failure by the contractor to carry out these requirements is (breach) of this contract which may result in the termination of this contract or such other remedy as the Department deems appropriate”.

Failure to Achieve Requirements: Periodic reviews shall be made by the Department to determine the extent of compliance with the requirements set forth in this provision. If the Contractor is found to be in noncompliance, further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of this contract. During the life of the contract, the contractor will be expected to demonstrate good faith efforts at goal attainment as provided by 49 CFR 26.

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department’s written consent to substitute and, unless the Department’s consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Participation will be counted toward fulfillment of the DBE goal as follows:

- (A) When a DBE participates in a contract, the Contractor counts only the value of the work actually performed by the DBE toward DBE goals.
 - (1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE’s own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 - (2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

- (3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- (B) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.
- (C) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.
 - (1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
 - (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
 - (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
 - (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
 - (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
 - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
 - (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
 - (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment

required under the contract and of the general character described by the specifications.

- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (E)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (E)(2).
- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE

achievements until the amount being counted toward the goal has been paid to the DBE.

- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.
- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. If the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run.

REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:
 - 1. The name of each DBE participating in the contract.
 - 2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
 - 3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
 - 4. The dollar value of each DBE subcontract or supply agreement.
 - 5. The actual payment to date of each DBE participating in the contract.
 - 6. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.
 - 7. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they

begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.

C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

SUBSTITUTION OF DBEs: The Contractor shall make reasonable efforts to replace a DBE Subcontractor unable to perform work for any reason with another DBE. The Department shall approve all substitutions of Subcontractors in order to ensure the substitute firms are eligible DBEs.

When a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the prime contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

CERTIFICATION OF DBEs: To ensure the DBE Program benefits only firms owned and controlled by Disadvantaged Individuals, the Department shall certify the eligibility of DBEs and joint ventures involving DBEs named by bidders.

Questions concerning DBE Certification Criteria should be directed to the EEO Office at (404) 631-1972.

Milton Streetscape Project
PIN: 0011675
City of Milton, GA

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

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

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

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

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

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

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

Milton Streetscape Project
PIN: 0011675
City of Milton, GA

DBE GOALS FORM

VENDOR ID:

BIDDER'S COMPANY NAME:

PROJECT NO. & COUNTY: **P.I. No. 0011675 Fulton (County)**

LET NO:

LET DATE:

TOTAL BID:

THE REQUIRED DBE GOAL ON THIS CONTRACT IS: 16%

I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

LIST OF DBE PARTICIPANTS

VENDOR NUMBER	DBE NAME/ ADDRESS (CITY, STATE)	TYPE OF WORK	*WORK CODE	Race Neutral	Race Conscious	AMOUNT
TOTAL						

***For Departmental use only. Do not fill in Work codes.**

PLEASE NOTE: Only 60 % of the participation of a DBE Supplier who does not manufacture or install the product will be counted toward the goal. See below for further instructions.

INSTRUCTIONS TO CONTRACTOR **DBE PARTICIPATION REPORT**

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

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
2. COUNTY – See Contract.
3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
4. CONTRACTOR NAME –
5. REPORT SUBMISSION DATE – This is the date the report is completed.
6. REPORT NUMBER – Reports must be consecutively numbered.
7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
10. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
12. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.
16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.
19. RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions.
20. RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.

21. ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
22. PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
23. PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.
24. PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
25. CURRENT COLUMN TOTALS – Total each column.
26. PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
27. CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
29. A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
30. Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
31. Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

FOR DEPARTMENTAL USE ONLY:

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

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

MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: _____

PROJECT NO.: _____
 COUNTY: _____
 CONTRACT ID NO.: _____
 CONTRACTOR: _____

REPORT NO.: _____

NOTICE TO PROCEED: _____
 DATE WORK BEGAN: _____
 CONTRACT \$ AMOUNT: _____
 DBE \$ AMOUNT: _____ \$ 0.00

DBE REQUIRED %: _____
 % DOLLAR COMPLETE: _____
 % PROJECT COMPLETE: _____

31-Jan	<input type="radio"/>	31-Jul	<input type="radio"/>
28-Feb	<input type="radio"/>	31-Aug	<input type="radio"/>
31-Mar	<input type="radio"/>	30-Sep	<input type="radio"/>
30-Apr	<input type="radio"/>	31-Oct	<input type="radio"/>
31-May	<input type="radio"/>	30-Nov	<input type="radio"/>
30-Jun	<input type="radio"/>	31-Dec	<input type="radio"/>

S = SUPPLIER

SC = SUBCONTRACTOR

		APPROVED DBE		VENDOR ID		DESCRIPTION OF WORK	
	S	SC	ORIGINAL SUBCONTRACT AMOUNT	PREVIOUS PAYMENTS		PAYMENTS THIS REPORT	TOTAL PAYMENTS TO DATE
1							
RN	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>					\$ 0.00
2							
RN	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>					\$ 0.00
3							
RN	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>					\$ 0.00
4							
RN	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>					\$ 0.00
5							
RN	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>					\$ 0.00
6							
RN	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RC	<input type="radio"/>	<input type="radio"/>					\$ 0.00
RN COLUMN TOTALS:			\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00
RC COLUMN TOTALS:			\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00

TOTAL % PAID TO DATE: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME.
 ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOALS IS (1) REAL AND SUBSTANTIAL, (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS.

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____

FOR DEPARTMENT USE ONLY

THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:

PRINT NAME: _____
 NAME / TITLE

SIGNATURE: _____
 (Mandatory)

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

First Use 2013 Specifications: November 01, 2013

SPECIAL PROVISION

PROMPT PAYMENT:

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

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

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

All subcontract agreements shall contain this requirement.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

BUY AMERICA

Revised: March 25, 1992

Revised: January 7, 1994

Revised: June 9, 1995

First Use 2013 Specifications: November 1, 2013

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

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

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

CONVICT PRODUCED MATERIALS

March 25, 1992

Revised: September 6, 1993

First Use 2013 Specifications: November 1, 2013

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

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

FEDERAL AID CERTIFICATION
(English Project)

First Use Date 2013 Specifications: November 22, 2013
Revised: June 8, 2016

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Mr. Sam Maiden
Regional Director
U.S. Department of Labor for OFCCP
61 Forsyth Street, S.W.
Atlanta GA 30303-8931

EXAMINATION OF PLANS AND SPECIFICATIONS

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

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition, Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

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

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

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

CONFLICT OF INTEREST

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

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

DRUG FREE WORKPLACE

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

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

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

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

BOYCOTT OF ISRAEL

By signing and submitting this Contract and Pursuant to O.C.G.A. Sec. 50-5-85, CONTRACTOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

NON-COLLUSION CERTIFICATION

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

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

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

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

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

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

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

(Notary Public)

My Commission expires the day of , 20 .

(Federal ID No./IRS No.)

(Print Company Name)

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

Joint Bidder:

(Print Company Name)

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

Joint Bidder:

(Print Company Name)

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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Solicitation/Contract No./ Call No. or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program 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 O.C.G.A. § 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
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

PAYMENT BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____

[INSERT NAME OF CONTRACTOR] (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of _____ Dollars (\$_____.__), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as _____ [INSERT NAME OF PROJECT] (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

By: _____ (signature)

_____ (printed)
Title: _____ (SEAL)
Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)
Title: _____ (SEAL)
Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

PERFORMANCE BOND

CITY OF MILTON, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____

[INSERT NAME OF CONTRACTOR] (as CONTRACTOR, hereinafter referred to as the "Principal"), and _____ (as SURETY COMPANY, hereinafter referred to as the "CONTRACTOR'S SURETY"), are held and firmly bound unto City of Milton, Georgia (as OWNER, hereinafter referred to as the "City"), for the use and benefit of the City, in the sum of _____ Dollars (\$_____.__), lawful money of the United States of America, for the payment of which the Principal and the Contractor's Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the City for the construction of a project known as _____ [INSERT NAME OF PROJECT] (hereinafter referred to as "the PROJECT"), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the "CONTRACT").

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor's Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not

limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:

a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the City to the Contractor's Surety; and

b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR ("Principal"):

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

BID BOND

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **CONTRACTOR**, and

_____, as **SURETY**, are

hereby held and firmly bound unto CITY OF MILTON, GEORGIA, as **CITY**, in the penal sum of Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **CITY** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the City of Milton Streetscape Project.

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND, page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **CITY** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(SEAL)
CONTRACTOR

By: _____

_____(SEAL)
SURETY

By: _____
Georgia Representative

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Exhibit B

SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, Contractor understands and agrees that compliance with the requirements of OCGA 13-10-91 and Georgia Department of Labor Rule 300-10-1 et. seq. are conditions of Agreement. Contractor further agrees that such compliance shall be attested through execution of Contractor Affidavit and Agreement required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. Contractor's fully executed affidavit is attached and is incorporated into this Agreement by reference herein.

By initialing in the appropriate line below, Contractor certifies that the following employee number category as identified in OCGA 13-10-91 is applicable to Contractor:

- 1. 500 or more employees;
- 2. 100 or more employees;
- 3. Fewer than 100 employees.

Contractor understands and agrees that, in the event Contractor employs or contracts with Subcontractor in connection with this Agreement, Contractor shall:

1. Secure from each Subcontractor an indication of the employee-number category as identified in OCGA 13-10-91; and
2. Secure from each Subcontractor an attestation of Subcontractor's compliance with OCGA 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each Subcontractor to execute the attached Subcontractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. Contractor further understands and agrees that Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between Contractor and each Subcontractor. Contractor agrees to maintain records of each Subcontractor attestation required hereunder for inspection by Owner.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent if Contractor

Printed Name of Authorized Officer or Agent

Subscribed and Sworn Before Me on this
day of

, 20

Notary Public
My Commission Expires:

Exhibit C

Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

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 the City of Milton 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 applicability provisions and deadlines in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program 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 O.C.G.A. § 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 No.:
Authorization:
Contractor:
Project: Milton Streetscape Project
Name of Public Employer: City of Milton, Georgia

Date of
Name of
Name of

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

Executed on _____, _____, 20____ in _____ (city), (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires:

Exhibit D

Subcontractor Affidavit Under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under contract with _____ (name of contractor) on behalf of the City of Milton 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 applicability provisions and deadlines in O.C.G.A.

§ 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub- subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.:
Authorization:
Subcontractor:
Project: Milton Streetscape Project
Name of Public Employer: City of Milton, Georgia

Date of
Name of
Name of

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

Executed on _____, 20____ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires:

FINAL WAIVER OF LIEN

STATE OF GEORGIA, COUNTY OF DEKALB

FROM: _____
(Contractor)

TO: City of Milton
(Owner)

RE: Milton Streetscape Project SR72; Broadwell Road: Mayfield Road &
Mid Broadwell Road @ 4 LOCS. P.I. No. 0011675

KNOW BY ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full.

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the contract, or any suits or claims for other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract. _____
owes _____, the amount of _____.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____
day of _____, _____.

SIGNATURE _____

TITLE _____

CONTRACTOR _____

Personally appeared before the undersigned _____,
who after being duly sworn, depose(s) and say(s) that the facts stated in the above affidavit are
true.

_____ Notary Public

_____ County, Georgia

This _____ day of _____, _____.

TECHNICAL SPECIFICATIONS

Unless otherwise directed, all work performed under this Contract shall be in accordance with the State of Georgia Department of Transportation *Standard Specifications for the Construction of Transportation Systems*, dated April 18, 2013 Edition, and Supplemental Specifications Book, 2016 Edition.

any current Supplemental Shelf, and/or Reference Specifications modifying them, except as noted in the attached Special Provisions.

How to Obtain the Specifications:

1.) State of Georgia, Department of Transportation *STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS* dated April 18, 2013 and Supplemental Specifications Book, 2016 Edition.

All of the specific sections from these standard specifications referred to in these Contract Documents are available for review and downloading at:

<http://www.dot.ga.gov/PS/Business/Source>

2.) To order hard copies (books) of the publications listed above, please contact:

Georgia Department of Transportation
600 West Peachtree St., NW
Atlanta, Georgia 30308
Phone: (404) 631-1215

**SPECIAL PROVISION 104
SUMMARY OF WORK**

Supplemental to Standard Specification Section 104 – Scope of Work.

104.1 Work Covered by Contract Documents

104.1.01 The **Scope of Work** includes, but is not limited to, the following:

- A. Furnish, install and MAINTAIN, and remove upon acceptance of the Work all necessary erosion control, including but not limited to, silt fences, turbidity barriers, enviro-fencing or "Snow Fence" and any other miscellaneous items as indicted within the Contract Documents or required per any and all applicable standards.
- B. Provide all clearing, grubbing, stripping (including the "foot print" of any stockpiles prior to placing material), earthwork, excavation, grading, backfill and compaction associated with the roadway embankments, residential lots, and other site preparation; curb, stabilized subgrade, roadway base, and asphalt; storm drainage lines and structures; sleeve banks; potable water, reuse water, and sanitary force main utility system pipe lines, valves and other structures/appurtenances; gravity sanitary sewer lines and structures; lift stations and associated appurtenances; modular block walls; construction access/haul roads and any other miscellaneous items required for the performance of this Work or as noted within the Contract Documents.
- C. Provide all earthwork and related requirements associated with the site construction and other miscellaneous improvements required to perform this Work or as indicated within the Contract Documents. The earthwork and related requirements shall included all clearing, grubbing, stripping, import fill (if necessary), on-site excavation cut/fill (as needed), temporary stockpile(s) within the construction limits, grading and compaction. **For purposes of bidding this Work, the contractor is advised that no existing stockpiles will be provided as a fill source for this Work.** The contractor is further advised that it shall be responsible to satisfy all fill requirements by using material excavated from within the project limits or by using material imported from off the site, as required.
- D. The Contractor shall remove all unsuitable material **(including strippings, muck, or other materials identified within the Contract Documents)** within the Project limits (including any strippings generated from the creation of any material stockpile locations). **All unsuitable materials must be properly disposed of offsite.**
- E. **The Contractor shall not be permitted to permanently stockpile any excess strippings or unsuitable materials at the project site.** Temporary strippings stockpile(s) within the project limits shall be allowed to facilitate earthwork operations. Any temporary stockpile(s) shall be maintained at all times during construction in such a manner as to prevent nuisance conditions and to prevent negative impact to surface drainage. Provide erosion control measures around any temporary stockpile(s) to prevent impact to adjacent lands and water bodies. Any temporary stockpiles must be removed, seeded, and mulched prior to Substantial Completion of the Project.
- F. Provide all sodding and seeding/mulching as shown within the Contract Documents.
- G. Provide, maintain, and remove/restore to existing condition when complete all temporary roads within the Project site. In addition, this Contractor shall provide and maintain all 'maintenance of traffic' items which may become necessary due to the installation or maintenance of temporary roads required to perform its work.
- H. The Contractor will clean-up daily **ALL** roadways of mud or dirt tracked out as a result of his work.

-
- I. All slopes, banks, and cuts shall be protected and maintained to provide a safe working area in conformance with the GDOT and OSHA or other applicable standards. Provide, maintain, remove and dispose of any temporary sheeting and/or shoring required upon completion of its work. All temporary sheeting and/or shoring shall be designed and sealed by a Georgia Registered Professional Engineer.
 - J. Provide all necessary temporary supports required to protect any and all existing utility systems prior to commencing and during the work. All damage to existing facilities during construction will be repaired at the Contractor's expense. Temporary supports shall be reviewed by representatives of the respective utility company prior to installation by the Contractor.
 - K. Provide all labor, material, and equipment necessary to perform all temporary signage, including traffic control devices, as indicated within the Contract Documents, required for the performance of the Work, or requested by the Owner's Representative.
 - L. Provide all labor, material, and equipment necessary to install sidewalks and handicap ramps as indicated within the Contract Documents.
 - M. Provide all necessary reinforcing steel, wire mesh and accessories as shown, specified or required for the performance of this Work.
 - N. Provide all labor, material, and equipment necessary to install the permanent pavement markings as indicated within the Contract Documents, required for the performance of the Work. Additionally, the Contractor shall be required to provide temporary pavement markings (paint) immediately after completion of final asphalt, prior to completion of "cure time" required before placing permanent markings. For safety purposes, the Contractor may also be required to place temporary pavement markings on intermediate lifts of asphalt, at no cost to the Owner, should there be a lag in installation of final lift of asphalt for any reason.
 - O. Provide and maintain **ALL** 'maintenance of traffic' items as either indicated within the Contract Documents or required for the performance of Work.
 - P. Provide all labor, material, and equipment necessary to perform all concrete work, including, but not limited to, cast-in-place concrete and precast structures.
 - Q. Include all miscellaneous concrete work of **ANY** nature required, including but not limited to, foundations, curbing, barrier walls, thrust blocks, manholes and drainage structures, and any other miscellaneous items as noted within the Contract Documents or required for the performance of this Work.
 - R. Furnish and install all erosion control devices, complete, as indicated within the Contract Documents.
 - S. Provide all demolition, removal and disposal off of the project site, of existing asphalt and/or concrete paving, storm drainage piping and structures, utility piping and any other miscellaneous items as noted within the Contract Documents or required for the performance of the Work. All debris resulting from the demolition activities shall be deposited off of the project property at the Contractor's cost. Contractor must coordinate the work of this Construction Package with work being performed by other contractors and project teams along with any other work being performed.
 - T. It is incumbent upon the Contractor to coordinate and cooperate with all other Contractors in order that all work is installed in a timely and expeditious manner.

- U. Provide all labor, material, and equipment necessary to provide or perform any temporary storm drainage either as indicated in the Contract Documents or required for the performance of the Work.
- V. Provide all labor, material, and equipment necessary to clear, grub and dispose off of property as indicated within the Contract Documents or required for the performance of this Work as directed by the Owner's Representative.
- W. A portion of the Contractor's work will be along roadways which are presently open to the public and must, therefore, exercise care in performing work along said roadways so that access for the public is **not** interrupted.
- X. The Contractor shall be responsible for dust control as it pertains to its work or its work which adversely affects adjacent existing facilities, operations and occupants.
- Y. Provide all labor, material and equipment necessary to comply with and as specified for erosion and sedimentation control.

104.1.02 The **Work** includes, but is not limited to, all labor, materials, equipment, tools, machinery, construction facilities and temporary controls, transportation and other facilities and services necessary to produce the construction required by the Contract Documents as follows:

- A. Drawings as listed in the Drawings' Index.
- B. Specification Divisions and Sections as listed in the Table of Contents for the Project Manual.
- C. Pay legally required sales, consumer and use taxes.
- D. Secure and pay for, as necessary for proper execution and completion of Work:
 - 1. All (land disturbance, burning, excavation, etc.) permits.
 - 2. Government fees.
 - 3. Licenses and applications.
 - 4. Electrical permits.
- E. Give required notices.
- F. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public or quasi-public authorities which bear on performance of the Work.
- G. Enforce strict discipline and good order among employees. Do not employ for Work:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned tasks.
- H. Coordinate activities with other contractors.
- I. Maintain site access for other contractors using the site.
- J. Temporary services for construction purposes, required to perform this Contractor's work, including portable toilet facilities for the duration of this Contract, shall be by this Contractor.
- K. All necessary flagmen, barricades, warning flashers, etc., for safe and proper traffic control. When public roadways are used, the Contractor will coordinate his operations with the GDOT and City of

Milton. The Contractor is advised that he is responsible for all construction personnel and traffic routing logistics required in the performance of his Work. Cost of these services and materials is included in this Contract.

- L. This Contractor shall provide (where applicable to his Work) the following:
 - 1. All surveying, engineering and layout required for his work.
 - 2. All "rough" and "finish" grade stakes required to perform his Work. Re-staking required due to this or any other contractor damaging or removing original stakes shall be performed by this Contractor and is not the responsibility of the Owner.
- M. All necessary temporary water detention/retention basins, turbidity control, silt screens, etc., for construction site water run-off control. The Contractor is advised that should any of the adjoining ponds, lakes, wetlands, or streams become contaminated due to his actions or inaction, if Owner directs the Contractor to do so, Contractor shall flocculate, clean, or restore by any other means, these ponds, lakes, wetlands, or streams and all such costs will be paid by this Contractor regardless of the party performing this Work. Any fines and/or penalties assessed for contamination of these water bodies due to the Contractor's actions or inactions shall be paid for by the Contractor.
- N. **THE CONTRACTOR SHALL OBTAIN A LAND DISTURBANCE PERMIT PRIOR TO ANY EXCAVATION WORK.** A copy of this permit shall be issued to the Owner's Representative for its records.
- O. Provide all necessary temporary supports required to protect any and all existing utilities prior to commencing the Work. All damage to existing utilities during construction will be repaired at the Contractor's expense. Temporary shoring and/or supports of utilities, if required, are to be reviewed by the Utility Company prior to installation.
- P. It is incumbent upon each Contractor to coordinate and cooperate with all other Contractors in order that all work is installed in a timely and expeditious manner.
- Q. The Contractor is advised that work associated with this Construction Package may have to be performed during "off" working hours and shall include these costs within his Construction Proposal accordingly. No additional compensation will be provided for work required to be performed during "off" working hours.
- R. The Contractor will be working along roadways which are presently open to the public and must, therefore, exercise care in performing work along said roadways so that access for the public is not interrupted.
- S. Perform all Work in accordance with the specified hours of Work indicated within the Contract Documents.
- T. The Contractor and his subcontractors will be responsible for, and required to, accomplish their own clean-up on a **daily basis** or more frequently as conditions dictate or as directed by the Owner's Representative. This Contractor will clean-up daily all roadways of mud or dirt tracked out as a result of his Work.
- U. Provide all safety precautions and equipment to ensure conformance to all safety regulations.
- V. The Contractor shall be responsible for replacing all landscape planting material or irrigation systems as a result of the Work specified within this construction package.

- W. During the work of this Contract, the Contractor shall ensure that any existing irrigation systems remain in service.

104.2 Standards for Construction Work

104.2.01 General:

The following standards were promulgated in consideration of protection of the City of Milton, and the breach of any standard stated herein will be considered by the Owner to be a serious material breach of the Contract.

104.2.02 Employee Parking and Material Staging:

- A. The Contractor shall provide a designated employee parking and staging area off the rights of way. All construction employees are to park in a designated construction staging area to be determined by the Contractor and approved by City of Milton prior to the commencement of construction. **"Construction vehicles only may park"** in the project staging area. Employee parking will be only in areas designated for construction employees. Employers are required to provide transportation between the designated parking area and the project site.
- B. Material Storage and Staging shall be kept in areas out of the direct view of residents and guest views. The Contractor shall obtain the approval of the City of Milton prior to storing any material or creating any material storage area(s). The Contractor shall not allow the use of alternate employee parking and material staging areas without written approval provided by the Owner's Representative.
- C. The Contractor is required to submit for approval by the City of Milton, all proposed lane closures. Contractor shall notify the City of Milton at least 48 hours in advance of any planned lane closures.

104.2.03 Construction Operations at the Project Site:

- A. The Contractor shall cause no dirt or debris to be deposited on any public or private roadways and must clean up same in an expeditious manner if such dirt or debris occurs due to this Contractor's operation. If the Contractor fails to perform, clean up will be performed by others and all costs for same will be deducted from this Contractor's account.
- B. **CONTRACTOR SHALL CLEAN ALL TIRES OF VEHICLES PRIOR TO LEAVING JOB SITE AND ENTERING PUBLIC ROADWAYS.**
- C. Material deliveries shall generally be made during normal Working hours. Where special deliveries must be made at other times, Contractor shall request approval of same. If such request is approved, Contractor shall arrange for the proper labor force to receive and unload materials promptly.
- D. On site storage of fuel will **NOT** be permitted without prior written approval of the City of Milton and approval from all appropriate local, state, and federal agencies having jurisdiction.
- E. Any and all damage to property resulting directly or indirectly from the Contractor's operations, or those of its subcontractor's shall be repaired or replaced by the Contractor at no additional cost to the Owner and to the satisfaction of the Owner's Representative.

104.2.04 Construction Activities Affecting Operation:

- A. All visitors to the project site must have a legitimate purpose connected with the construction activity

and have specific approval of the Owner. Contractor shall be responsible for any visitors to the site associated with his work or his personnel.

- B. Construction employees are restricted to the limits of the project construction area and are not permitted in areas outside of the project limits. Violation of this restriction shall be grounds for termination and employers will be held accountable for actions of their employees.
- C. **Hard hats, shirts, and all other articles of clothing in accordance with OSHA and other governing standards are required at all times.** Clothing with objectionable language or symbolism will not be permitted.

104.2.05 Daily Clean-up:

- A. Daily clean-up of the construction areas will be strictly enforced. The site will not be encumbered by excess materials or accumulation of debris.
- B. If, in the judgment of the Owner, the construction area is deemed to be unclean and/or encumbered by the accumulation of excess materials; and, in the event the Contractor fails to respond to the Owner's request to correct the situation, the Owner reserves the right to take any action it deems necessary to correct the situation and shall back charge the Contractor for the full cost of the corrective action.

104.3 Permits

- 104.3.01** All permits related to the construction work (except for those specifically listed below) shall be obtained by the Contractor prior to the construction, with a copy provided to the Owner.
- 104.3.02** The Contractor shall be provided with copies of applicable Owner provided permits and shall comply with all terms and conditions of all permits issued to the Owner and shall be held accountable for all violations, fines and/or penalties incurred by the Owner as a result of the Contractor performing work in violation of those permits.

104.4 Subcontracts/Material Procurement

The Contractor must award all sub-contracts and orders for materials within thirty (30) calendar days from award of Contract, and must submit a procurement report indicating all subcontractors/vendors indexed against the Project Manual in a format satisfactory to the Owner. Delays to the completion of the work due to late award of subcontracts or material orders by the Contractor shall not be grounds for any time extension, out-of-sequence work, or additional work claims by the Contractor.

Pre-Construction Conference - The DBE firms to be used on this project as identified on the DBE Goals Form are to be invited to the preconstruction conference to assure such firms are known to all parties and steps are taken to assure their use on the project.

104.5 Submittals

All shop drawings and samples required by the Contract Documents must be submitted within sixty (60) calendar days after award of Contract, unless the critical nature of the job schedule is such that certain materials are required early in the Work, in which case the Contractor is obligated to identify same and submit within a time frame to properly support the field efforts.

104.6 Field Engineering

The Contractor shall provide all surveying, engineering, and layout required for the work.

104.7 Work Breakdown

104.7.01 The Owner may accomplish certain Work with its own forces and to award separate contracts for other scopes of Work.

104.7.02 The Contractor will be required to coordinate and cooperate with all Contractors' and Owners' forces in their performance of their Work.

104.8 Safety Requirement

104.8.01 The Contractor shall submit a certificate to show proof of inspection of all hoisting machinery, including serial number, date of certification, and expiration date, prior to its use on the Owner's project. Inspection and a certificate shall be displayed on the subject equipment signed by a competent person or by a government or private agency recognized by the Department of Labor. The Contractor shall maintain records and dates of the results of inspections for each hoisting machine and piece of equipment.

104.8.02 Prior to contract award, the Contractor shall submit the Experience Modification rate as applied to Worker's Compensation insurance premiums for the past three (3) years, and a copy of your last year's OSHA No. 200 Log of recordable injury and illness incidence rates.

104.9 General Clarifications

104.9.01 The existing grade elevations and utility locations as depicted on the Contract Drawings are not to be construed as absolute; should the Contractor notice any discrepancies between the drawings and the existing conditions, such discrepancies shall be pointed out to the Owner's Representative, by the Contractor, before the starting the construction activity.

104.9.02 The existing conditions as depicted on the Contract Drawings should not be construed as an absolute representation of existing conditions. The Contractor should visit the site to familiarize itself with actual existing conditions prior to preparing its bid.

104.9.03 Flagmen and appropriate signage will be required at any and all on-site/off-site off-road accesses unless otherwise approved by the Owner. Maintenance of the off-road accesses will be the responsibility of the Contractor as well as repair to hard road surfaces and subsurfaces damaged as a result of the Work.

104.9.04 Maintenance and dust abatement of all areas of Work provided by the Contractor shall be done in a manner acceptable to the Owner.

104.9.05 The Contractor will be responsible for safely barricading open excavations that may present hazards. Special attention is noted that during the performance of this scope of work, the private residences and adjacent school shall be occupied, as such, the Owner shall require the Contractor to pay special attention to this issue.

104.9.06 All connections of new Work or utilities to existing that is to be accomplished by the Contractor must be scheduled at least 24 hours in advance, accomplished in a manner and at a time acceptable to the Owner.

104.9.07 Debris, as a result of construction and/or miscellaneous demolition Work required by the Contract Documents, is to be hauled off and disposed of in a manner acceptable to the Owner.

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- 104.9.08** Logistical routing and methods of interfacing with existing road systems will be subject to approval by the Owner.
- 104.9.09** All maintenance to construction equipment on-site that may be considered by the Owner to contaminate the existing earth will not be permitted.
- 104.9.10** All existing conditions off the immediate Project site which are disturbed due to Contractor's activities must be repaired to pre-construction conditions.
- 104.9.11** The Contractor's attention is directed to the fact that this project site has existing electrical transmission poles and overhead lines, and underground electrical and communications distribution lines located within and adjacent to the limits of construction. The Contractor shall be required to coordinate his operations with these existing facilities and to provide any and all means necessary to protect these facilities during construction.
- 104.9.12** Prior to construction, the Contractor shall contact and notify the applicable utility companies and coordinate the schedule of construction activities in the vicinity of the existing electrical transmission lines, electrical distribution lines, and communications distribution lines.
- 104.9.13** Prior to construction, the Contractor shall submit a plan to the Owner and utility company showing the proposed methods of protection for all existing utilities. No construction may commence until the plan has been accepted by the applicable utility company.
- 104.9.14** All temporary sheeting and/or shoring required to perform this Work is a requirement of this Contract and shall be included in the Bid as appropriate. Temporary sheeting and shoring shall be signed and sealed by an Engineer registered in the State of Georgia.
- 104.9.15** Throughout the duration of this Contract, other Contractors and other entities may be working within the construction limits of the Project. The Contractor shall coordinate his construction activities with all other contractors working within the Project Limits.
- 104.9.16** The Contractor must notify utilities companies prior to commencement of field operations to verify the horizontal and vertical locations of utilities and related systems. Utilities that may be present include, but are not limited to, the following:
- **Electric:**
 - **Gas:**
 - **Telephone:**
 - **Cable:**
 - **Water:**
 - **Sewer**
 - **Storm:**
- 104.9.17** It is the Contractor's responsibility to notify utilities and arrange for locator service prior to construction operations. Damage to any utilities and interruption of service shall be the responsibility of the Contractor should it fail to properly notify utilities of its work or cause damage to facilities owned and/or operated by others.
- 104.9.18** The Contractor shall be responsible to consolidate and secure all equipment and materials at the job site. The Owner's current intent is to NOT provide security for material and equipment stored on site for contractors working at the Project site.
- 104.9.19** The Contractor is responsible to schedule, coordinate, and comply with all Owner, County, State, and utility provider requirements for connections to and inspections of the Work.

104.10 Owner-Furnished Products

Certain products throughout the Work may be furnished by the Owner and installed by the Contractor. Refer to Specifications or other Contract Documents issued by the Owner or its Representative for locations and extent of Work involved.

104.10.01 Owner's duties:

- A. Schedule delivery date with supplier in accord with project construction schedule
- B. Obtain installation drawings and instructions.

104.10.02 Contractor's duties:

- A. Designate required delivery date for each product in construction schedule.
- B. Promptly inspect delivered products, report damaged or defective items.
- C. Repair or replace items damaged as a result of Contractor's operations.
- D. Properly install, connect, and provide any and all finishing work for completion of each product or item of equipment being relocated in strict accord with manufacturer's installation instructions and technical bulletins.

104.11 Contractor use of Premises

104.11.01 Confine operations at site to areas permitted by:

- A. Law.
- B. Ordinances.
- C. Permits.
- D. Contract Documents.

104.11.02 Do not unreasonably encumber job site with materials or equipment.

104.11.03 Do not load any part of any structure with weight that will damage or endanger the structure.

104.11.04 Assume full responsibility for protection and safekeeping of products stored on premises.

104.11.05 Move all stored products which interfere with operations of Owner or other contractor. The Contractor may also be required to move materials out of public view, at no cost to the Owner, upon direction from the Owner.

104.11.06 Maintain 'good housekeeping' at all times within the Project limits.

104.11.07 Use of site: Comply with Owner's requirements for:

- A. Access and egress procedures.
- B. Requirements for identification of workers.

- C. Prohibition against firearms.
- D. Procedures for transportation of workers.
- E. Requirements for security inspections of:
 - 1. Storage facilities.
 - 2. Vehicles.
 - 3. Tool boxes and lunch pails.
- F. Safety and fire prevention requirements.
- G. Pollution control regulations.
- H. Weather emergency procedures.
- I. And such other rules and procedures as the Owner may establish from time to time for its entire property, job site, and the project.
- J. The Maintenance/Equipment Yard:
 - 1. Submit for Owner's review location(s) desired for storage and staging yard: yard location shall be within the site area unless otherwise approved by the Owner.

104.12 Owner's Right to Access for Observation or Other Work

104.12.01 Owner reserves the right of access to any part of the Work, at any time, for the purpose of observation, or to install other work, either with its own forces or with other contractors.

- A. Such access is not to be construed to mean partial occupancy by Owner, and claim for additional compensation by the Contractor because of such access or work will not be considered.

104.12.02 Cooperate with both the Owner and its representatives during their access for observation of work, and coordinate work with the Owner's requirements.

104.12.03 The Owner's Representative is present on the site to observe the construction operations. Any work done that does not comply with the construction documents and without the proper approvals of the Owner's Representative may be subject to removal/replacement as required by the Owner or its representative at no additional cost to the Owner.

104.13 Premium Time Work

Premium time work within the scope of the project shall be deemed to be included in the Contract Price and the responsibility of the Contractor, with no claims for premium time recognized as legitimate Contract Price change.

104.14 Work Done Outside Normal Hours

104.14.01 Contractor shall notify the Owner's Representative in writing forty-eight (48) in advance of any of the Contractor's personnel or subcontractor's personnel working or having cause to be on the premises beyond normal working hours.

104.14.02 During any work performed outside the normal hours as defined within the GENERAL CONDITIONS FOR THE CONTRACT FOR CONSTRUCTION by Contractor or the Contractor's subcontractor, the Contractor shall have on-site, full time, the **PROJECT MANAGER** in order to supervise the work of their own forces or subcontractors.

Should the noted representative **NOT** be on-site during this work, the Owner's Representative

reserves the right to order the work stopped. All costs associated with this representative(s) shall be a part of the base Scope of Work.

104.14.03 All night work shall be requested in writing a minimum for 48 hours in advance.

- A.** A minimum of 10-foot candles of temporary lighting is to be provided in all areas where work is performed.
- B.** No Work is to proceed without prior approval of the Owner.

104.14.04 All weekend work shall be requested in writing a minimum of 48 hours in advance. No work is to proceed without prior approval of the Owner.

END OF SECTION

Section 107—Legal Regulations and Responsibility to the Public

107.01 Laws to Be Observed

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, codes, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on The Work, or which in any way affect the conduct of The Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders and decrees; and shall protect and indemnify the Department and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, code, regulation, order, or decree, whether by himself, his employees, subcontractors, or agents.

107.02 Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of The Work.

107.03 Patented Devices

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the Department from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Department for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of The Work.

107.04 Restoration of Surfaces Opened By Permit

The right to construct or reconstruct any utility service in the highway or street and to grant permits for the same at any time, is expressly reserved by the Department for the proper authorities of the municipality or county in which The Work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or highway, or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the street or highway must secure a permit from the Department. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the street or highway. When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as Extra Work, or as provided in the Specifications, and will be subject to the same conditions as original work performed.

107.05 Federal-Aid Provisions

When the United States Government pays all or any part of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor, and The Work shall be subject to the inspection of the appropriate Federal agency. Such inspection shall in no sense make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

107.06 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

107.07 Public Convenience and Safety

The Contractor shall at all times so conduct The Work as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the highway and the protection of persons and property shall be provided for by the Contractor as specified under [Subsection 104.05](#), [Subsection 107.09](#), [Section 150](#), the Project Plans, and Special Provisions.

Section 107—Legal Regulations and Responsibility to the Public

Traffic whose origin and destination is within the limits of the Project shall be provided ingress and egress at all times unless otherwise specified in the Plans or Special Provisions. The ingress and egress includes entrance and exit via driveways at the various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment on the project at all times, particularly during inclement weather, to ensure that ingress and egress are provided when and where needed.

Two-way traffic shall be maintained at all times unless otherwise specified or approved. The Contractor shall not stop traffic without permission granted by the Engineer.

All equipment used on The Work shall come equipped with factory-installed mufflers, or manufacturer's recommended equivalent, in good condition. These mufflers shall be maintained in good condition throughout the construction period.

107.08 Railroad-Highway Provisions

All work to be performed by the Contractor on a railroad company's right-of-way or property shall be done in a manner satisfactory to the chief engineer of the railroad company, or his authorized representative, and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the railroad company. The Contractor shall use all reasonable care and precaution in order to avoid accidents, damage, or unnecessary delay or interference with the railroad company's trains or other property, or property of tenants of railroad company.

The Contractor shall notify the railroad company and obtain its approval before commencing work on the railroad company's right-of-way or property.

The Contractor shall determine what measures are required by the railroad company to protect its operations and right-of-way or property during construction. Such protection may include the use of a flagger or flaggers provided by the railroad company. The Contractor shall be responsible for ensuring that the required protection is provided and shall pay the railroad company directly for any and all such services which may be required to accomplish the construction unless otherwise specified.

Any temporary grade crossings or other means needed during construction by the Contractor for transporting materials of any nature and/or equipment across the railroad tracks will be the responsibility of the Contractor to handle directly with the railroad company and bear all costs incidental to such crossings including flagging services provided by the railroad company.

Special Provisions for the protection of the interests of the railroad company may be included in the proposal to stipulate insurance and other requirements.

107.09 Barricades and Danger, Warning, and Detour Signs

The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with these Specifications, Project Plans, Special Provisions, and the MUTCD, and take all necessary precautions for the protection of the work and safety of the public.

Unless otherwise specified, all traffic control devices furnished by the Contractor shall remain the property of the Contractor.

107.10 Forest Protection

In carrying out work within or adjacent to State or National Forests, or any other forests, parks, or other public or private lands, the Contractor shall obtain necessary permits and comply with all of the regulations of the appropriate authorities having jurisdiction over such forest, park, or lands. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the appropriate authority.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require his employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent

and suppress and to assist in preventing and suppressing forest fires; to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them; and to extinguish or aid in extinguishing nearby fires.

107.11 Bridges Over Navigable Waters

A. Navigation to Be Protected

Since navigable waterways are under the jurisdiction of the United States Coast Guard, all work done in such waters shall comply with their requirements. Free navigation shall not be impeded, and navigable depths shall be maintained.

B. Obstructions to be Removed

When the construction has progressed enough to permit removal, all falsework, piling and other obstructions shall be removed to the satisfaction of the Commander of the Coast Guard District having jurisdiction. In all cases such clearing must be done thoroughly before The Work will be accepted by the Department.

107.12 Use of Explosives

When the use of explosives is necessary for the prosecution of The Work, the Contractor shall exercise the utmost care not to endanger life or property, and shall obey all State, Federal and other Governmental regulations applying to transportation, storage, use, and control of such explosives. The Contractor shall be completely responsible for any and all damage resulting from the transportation, storage, use, and control of explosives in the prosecution of The Work by the Contractor, the Contractor's agents, or employees; and shall hold the Department harmless from all claims of damages resulting in any manner therefrom.

The Contractor shall notify each public utility owner having structures or other installations, above or below ground, near the site of The Work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the utility owners to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for all damages resulting from his blasting operations.

All explosives shall be stored securely in compliance with all laws and ordinances, and all such storage places shall be clearly marked DANGEROUS EXPLOSIVES. Explosives and detonators shall be stored in separate storage facilities in separate areas. Where no laws or ordinances apply, locked storage shall be provided satisfactory to the Engineer, never closer than 1,000 ft (300 m) from any travel-road, building, or camping area.

In all cases where the transport, storage, or use of explosives is undertaken, such activities shall be controlled and directed by fully qualified representatives of the Contractor.

Whenever electric detonators are used, all radio transmitters shall be turned off within a radius of 500 ft (150 m). No blasting supplies shall be transported in vehicles with two-way radio unless the transmitter is turned off, or extra shielding precautions are taken. Appropriate signs shall be placed so as to give ample warning to anyone driving a vehicle equipped with two-way radio. Electrical detonators will not be used within 500 ft (150 m) of a railroad.

107.13 Protection and Restoration of Property and Landscape

A. General Provisions

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the Contract. The Contractor shall use suitable precaution to prevent damage to all underground structures, whether shown on the Plans or not, and shall protect carefully from disturbance or damage, all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and he shall not remove or cut them without proper authority.

Section 107—Legal Regulations and Responsibility to the Public

The Contractor shall be responsible for all sheet piling, shoring, underpinning, etc., as may be required for the protection of abutting property, nearby buildings, streets, and the like.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of The Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing The Work, or at any time due to defective work or materials, and said responsibility will not be released until the Project shall have been completed and accepted.

When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the operations shall be temporarily discontinued. The Engineer will contact archeological authorities and the Office of Environment and Location to determine the disposition thereof. When directed by the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper authorities. Such excavation will be considered and paid for as Extra Work.

When the Contractor's normal operations are delayed by such stoppage or extra work, an appropriate time extension will be granted.

The Contractor shall plan, coordinate, and prosecute the work so that disruption to personal property and business is held to a practical minimum.

No resident or business shall be denied vehicular access to their property for any length of time other than as determined by the Engineer is absolutely necessary. Where two or more existing driveways are present for a business, only one existing driveway shall be closed at any time. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing, and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris are removed in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained.

The work described above shall be in addition to that required by [Subsection 104.07, "Final Cleaning Up"](#) and [Subsection 105.16, "Final Inspection and Acceptance"](#).

B. Erosion and Siltation Control

The Contractor shall take all necessary measures throughout the life of the Project to control erosion and silting of rivers, streams, and impoundments (lakes, reservoirs, etc.). Construction of drainage facilities as well as performance of other Contract work which will contribute to the control of erosion and siltation shall be carried out in conjunction with clearing and grubbing, and earthwork operations as stipulated in [Section 161](#).

C. Pollution

The Contractor shall exercise every reasonable precaution throughout the life of the Contract to prevent pollution of rivers, streams or impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage and other harmful waste shall not be discharged into or alongside rivers, streams, and impoundments, or into natural or manmade channels leading thereto. The Contractor shall also comply with the applicable regulations of other State and Federal departments and to all governmental statutes relating to the prevention and abatement of pollution.

D. Insect Control Regulations

The Plant Pest Control Division of the U.S. Department of Agriculture and the Georgia State Department of Agriculture restrict the movement of certain items from areas infested with Japanese Beetles or Imported Fire Ants so as to prevent the spread of these pests to non-infested areas. Where insect infested areas are shown on the Plans, Contractors will control their operations in such a manner as to comply fully with the requirements of [Section 155](#).

E. Reclamation of Material Pits and Waste Disposal Areas

Whenever or wherever the Contractor obtains material from a source or wastes material on an area other than within the Right-of-Way, regardless of the fashion, manner or circumstances for which the source or area is obtained, it shall be reclaimed in accordance with the requirements of [Section 160](#).

F. Mailboxes

The property owner shall have the responsibility for removing and relocating the mailbox to an area outside construction limits.

The Engineer will mark a point for the relocation of the box. The stake should be set so that the location of the box will be convenient to both the mail carrier and the patron, yet not interfering with the proposed work. It may be necessary for the Engineer to confer with the Post Office serving the area.

The Contractor shall notify each affected owner, in writing, that their mailbox is in conflict with the proposed construction, that they have ten days to relocate the box and that, after the expiration of the 10 days notice, if the owner has not relocated the box, it shall be removed by the Contractor and laid upon the owner's property, clear of the Right-of-Way.

Any cost to the Contractor for removing the mailboxes as stated above shall be included in the price bid for other items.

G. Failure to Comply

Failure of the Contractor to comply with any of the above provisions or to install erosion prevention items included in the Contract at the time specified, will be evidence of omission and neglect, and the Contractor will be liable for damages as outlined in [Subsection 107.13.H](#) below. Furthermore, the Engineer shall withhold payment on all Contract Items until such time as the Contractor complies in full with all of the aforesaid provisions.

H. Payment for Damages

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.

I. Compensation

All costs pertaining to any requirement contained herein shall be included in the overall Bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

107.14 Load Restrictions

It is hereby agreed between the Department and the Contractor that in the performance of The Work under the Contract, the following load restrictions and stipulations shall be in full force and effect during the life of the Contract:

A. Parties Affected

The load restrictions and stipulations contained herein shall be applicable to the equipment of the Contractor; each agent or subcontractor employed by the Contractor; and each person or persons, firm, partnership, corporation or any combination thereof, hauling materials, supplies or equipment to or on the Project, by or for the Contractor.

B. Within Project Limits

No hauling equipment which is loaded beyond those limits provided by State Law shall be permitted on any portion of the new or existing pavement structure except that such loads will be permitted on nonstabilized bases and subbases prior to placing roadway paving subject to the provisions of [Subsection 107.17](#).

Axle loads and gross weight limits will be evaluated in accordance with current Georgia Law.

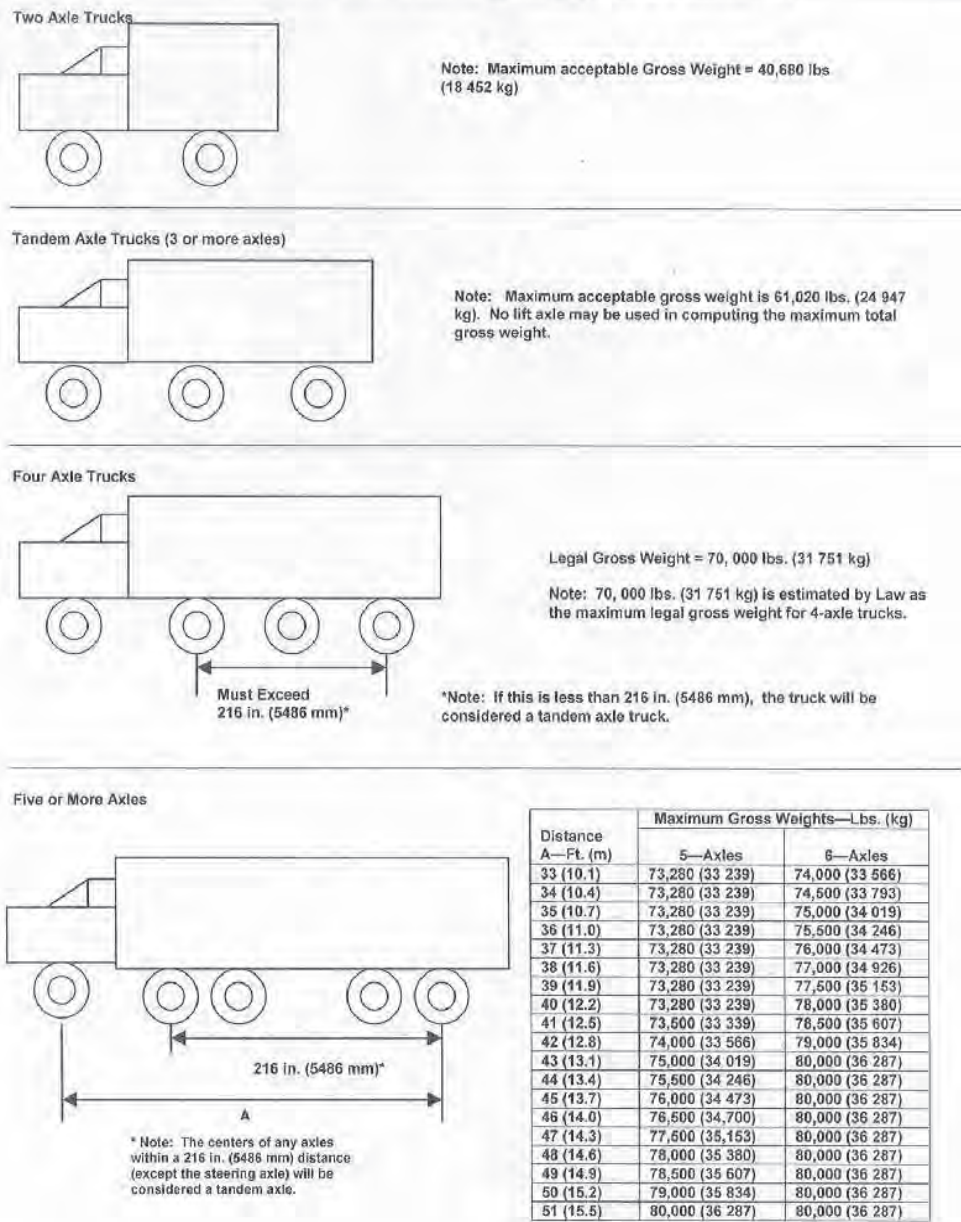
All damage caused by any equipment to any permanent installation or portion of The Work shall be promptly repaired by the Contractor at his expense. When it becomes necessary to cross existing pavement with excessive loads, the Contractor shall provide and remove, at his own expense, proper cushioning by means of earth blanket or otherwise as directed.

C. Outside Project Limits

All equipment users included in [Subsection 107.14.A](#), above, operating equipment on roads outside the Project limits shall be governed by the following regulations:

1. No vehicle shall carry any load in excess of that specified by Georgia Law.
2. On County System roads the maximum total gross weight shall not exceed 56,000 lbs (25,400 kg) unless a vehicle is making a pickup or delivery on such roads.
3. For a specific individual trip the above weight limitations may be exceeded provided a special permit is obtained from the Department for each such movement. A special permit will not relieve the Contractor of liability for damage that may result from such a movement.
4. Authorized personnel of the Office of Permits and Enforcement of the Department shall be permitted to weigh each truck hauling material to the Project whenever the Department so desires. The owner of each truck shall instruct his operators to cooperate with and assist the truck weighers in every way possible.
5. A Certified Public Weigher operating under the provisions of Standard Operating Procedure 15 shall not dispatch any vehicle loaded with material to be incorporated into the Project when the gross vehicle weight exceeds the limit established by law.
6. Ready Mix Concrete trucks shall comply with load restrictions as specified in Laboratory Standard Operating Procedure 10, "Quality Assurance for Ready-Mixed Concrete Plants in Georgia."
7. The guidelines illustrated in Figure 1 for gross weights on vehicles will be utilized to limit the maximum weights accepted on this project by the Engineer for materials hauled on public roads, unless the Contractor can satisfactorily demonstrate that a particular vehicle falls within the lawful axle limits. This will not apply where the law is more restrictive on the maximum weight limits, in which case the lesser gross weights will be the limit accepted. The bidder should be aware that this Provision does not grant permission for hauling with weights in excess of that allowed by the law on any of our road systems, excluding the Interstate Highway System. For hauling on the Interstate Highway System the Federal weight laws will apply, including the Federal Bridge Formula.

Figure 1
Guidelines for Gross Weights on Vehicles
Based on 20,340 Pounds (9226 kilograms) Legal Weight On Any Axle



D. Responsibilities

It will be the responsibility of the Contractor to advise his personnel, and all equipment users included in [Subsection 107.14.A](#), as to the load restrictions and stipulations contained herein.

E. Excess Loads and Violations

Any load that exceeds the legal limits specified herein may be accepted at the Engineer's discretion for use in The Work; however, weight exceeding the legal limits will be deducted from the total weight and the Contractor will not receive payment for the deducted portion of materials. (For items not measured for payment by weight, the excess weight will

be correlated to the appropriate pay quantity and this amount will be deducted from the payment.) The loads of haulers who refuse to have their vehicles weighed will be rejected.

If multiple violations assignable to a given Certified Public Weigher are occurring, that Certified Public Weigher may be suspended from weighing materials dispatched to Department of Transportation projects.

107.15 Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Department, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding The Work; or through use of unacceptable materials in constructing The Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the ☐ Workmen's Compensation Act, ☐ or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the Department for such purpose may be withheld for the use of the State; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Department; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

107.16 Opening Sections of Project to Traffic

Whenever any bridge or section of roadway is in acceptable condition for travel, the Engineer may direct that it be opened to traffic, whether or not the opening was originally provided for, and such opening shall not be held to be in any way an acceptance of the bridge or roadway, or any part thereof, or as a waiver of any of the provisions of the Contract. Necessary repairs or renewals made on any section of the roadway or bridge thus opened to traffic under instructions from the Engineer, due to defective material or work, or to any cause other than ordinary wear and tear, pending completion and acceptance of the roadway, bridge, or other work, shall be done by the Contractor, without additional compensation. Also, the Contractor shall not receive additional compensation for completing the Work except as specified in [Subsection 104.03](#).

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of work, the Engineer may so notify him in writing and establish therein a reasonable period of time in which the Work should be completed. If the Contractor is dilatory, or fails to make a reasonable effort toward completion in this period of time, the Engineer may then order all or a portion of the Project opened to traffic. On such sections which are so ordered to be opened, the Contractor shall conduct the remainder of his construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the Work by reason of opening such section to traffic.

On any section opened to traffic under any of the above conditions, whether stated in the Special Provisions or opened by necessity of Contractor's operations, or unforeseen necessity, any damage to the highway not attributable to traffic which might occur on such section (except slides) shall be repaired by the Contractor at his expense. The removal of slides shall be done by the Contractor on a basis agreed to prior to the removal of such slides.

107.17 Contractor's Responsibility for the Work

From the first day the Contractor begins work, or from the date Contract Time commences, whichever occurs first, until written final acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except that the Department may, in its discretion, reimburse the Contractor for the repair of damage to The Work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor,

Section 107—Legal Regulations and Responsibility to the Public

including but not restricted to acts of God, of the public enemy or of governmental authorities. The Contractor's responsibility for damages and injuries is defined in [Subsection 104.05.A](#).

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

107.18 Acquisition of Right-of-Way

Rights of Way for the project will be obtained by the Department, in coordination with local governments and others. However, the Contractor's access to the portions of the right-of-way may be restricted. Where such restrictions are known in advance to the Department they will be listed in the bid proposal. Delays to the progress of the Work may be encountered because of restricted access to portions of the right-of-way. When such delays occur, whether caused by restrictions listed in the bid proposal or restrictions that develop after the Contract is signed, the parties agree in executing the Contract that such delays do not constitute breach of the Contract. Delays in availability of right-of-way beyond those listed in the bid proposal, or that develop after the Contract has been signed, that impact the controlling Item or Items of the Work will not be charged against the Contract Time. Additional compensation for such delays shall not be paid, except as provided in [Subsection 105.13](#), "Claims for Adjustments and Disputes," or [Subsection 109.09](#), "Termination Clause." In the event the Department is unable to acquire right-of-way needed for the project, resulting in delay to or termination of the project, such situation will also be controlled by this Section, and will not constitute a breach of the Contract by the Department.

107.19 Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Board, Commissioner, Chief Engineer, their agents and employees, by the Contract, there shall be no liability, either personally or as officials or representatives of the Department, it being understood that in all such matters they act solely as agents and representatives of the Department.

107.20 No Waiver of Legal Rights

Upon completion of The Work, the Department will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or estop the Department from correcting any measurement, estimate, or certificate made before or after completion of The Work, nor shall the Department be precluded or estopped from recovering from the Contractor or his Surety, or both, such over-payment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the Contract. A waiver on the part of the Department of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Department's rights under any warranty or guaranty.

107.21 Contractor's Responsibility for Utility Property and Services

A. Overhead or Underground Utility Facilities

At points where the Contractor's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

B. Utility Facility Owners

The names of known utility owners and the location of known utility facilities will be shown on the Plans or in the Special Provisions, and the Contractor shall give 24-hour notice to such utility owners before commencing work adjacent to said utility facilities which may result in damage thereto. Contractor shall further notify utility owners of any changes in his work schedules affecting required action by the utility owners to protect or adjust their facilities. Notice to the utility companies by the Department of the Award of Contract, under [Subsection 105.06](#), shall not be deemed to satisfy the notice required by this paragraph.

C. Cooperation with Facility Owners

The Contractor shall cooperate with the owners of any underground or overhead utility facilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

D. Interruption of Services

In the event of interruption to water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

E. Facilities Supported on Bridges

If the utility facilities are to be supported on bridges, the following provisions shall apply:

1. The Plans will show the location of the facility and the auxiliary items necessary to support the facility.
2. The Contractor who constructs the bridge shall install anchor bolts, thimbles, inserts, or other auxiliary items that are attached to the bridge as a part of the support for the utility facility. The Utility owner, at his or her expense, shall furnish these auxiliary items, unless the Contract indicates that these items are to be furnished by the Contractor as a part of the bridge.
3. The Agency constructing the utility facility shall install hanger rods, pipe rolls, and other attachments necessary for the support of the utility facility as indicated on the Plans. The Utility owner, at his expense, shall furnish these attachments unless otherwise specified. This work shall also include:
 - a. Caulking the openings around the utility where it passes through endwalls to prevent the passage of undesirable materials.
 - b. Painting the exposed portions of utility supports unless such supports are corrosion resistant. Painting shall be done in accordance with the applicable portions of [Section 535](#), unless otherwise specified.
4. The sequence of bridge construction work may be set forth in the Plans and/or the Special Provisions and will show at what stage of the Work a utility owner will be allowed to make the utility installation. Further, all or any portion of The Work under [Subsection 107.21.E.3](#) may be included in the bridge Contract by the Plans and/or the Special Provisions.
5. Any damage to the bridge structure caused by the utility installation shall be repaired to the satisfaction of the Engineer at the expense of the agency installing the utility facility.

F. Clearances

The Plans provide for at least minimum clearance of utilities as required by the National Electrical Safety Code, U.S. Department of Commerce, National Bureau of Standards. Any additional clearance the Contractor may desire or require in performing The Work shall be arranged by the Contractor with the utility owner. The Department will pay no extra compensation for such additional clearances.

G. Delays

Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will not be charged against the Contract Time unless such delays are due to the negligence of the Contractor.

H. Compensation

There will be no direct compensation for complying with the above. Any additional cost to the Contractor for the above services, interruptions, or special procedures, shall be included in the over-all Bid submitted.

107.22 Hazardous and/or Toxic Waste

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous and/or toxic waste, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately. The presence of barrels, discolored earth, metal, wood, or visible fumes, abnormal odors, excessively hot earth, smoke, or anything else which appears abnormal may be indicators of hazardous and/or toxic wastes and shall be treated with extraordinary caution as they are evidence of abnormal conditions.

The Contractor's operations shall not resume until so directed by the Engineer.

Disposition of the hazardous and/or toxic waste will be made in accordance with the requirements and regulations of the Department of Human Resources and the Department of Natural Resources. Where the Contractor performs work necessary to dispose of hazardous and/or toxic waste, payment will be made at the unit prices for pay items included in the contract which are applicable to such work or, where the contract does not include such pay items, payment will be as provided in [Subsection 109.05](#), "Extra Work."

107.23 Environmental Considerations

A. Roadway Construction

Erosion control measures shall be installed, to the greatest practical extent, prior to clearing and grubbing. Particular care shall be exercised along stream banks, wetlands and other environmentally sensitive areas to insure that these areas are not adversely affected.

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures approved by the Engineer.

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans.

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

B. Bridge Construction Over Waterways

Construction waste or debris, from bridge construction or demolition, shall be prevented from being allowed to fall or be placed into wetlands, streams, rivers or lakes.

Excavation, dewatering, and cleaning of cofferdams shall be performed in such a manner as to prevent siltation. Pumping from cofferdams to a settling basin or a containment unit will be required if deemed necessary by the Engineer.

Operations required within rivers or streams, i.e. jetting or spudding, shall be performed within silt containment areas, cofferdams, silt fence, sediment barriers or other devices to minimize migration of silt off the project.

C. Borrow and Excess Material Pits

Specific written environmental clearance from the Engineer will be required for any sites not included in the Plans as excess material or borrow areas. No work other than testing shall be started at any potential excess material or borrow site not shown on the plans prior to receiving said environmental clearance from the Engineer.

The Engineer will require a written notice from the Contractor requesting environmental clearance studies and written permission from the property owner at least six weeks prior to intended use of the site. The Department will not begin studies on such sites before a Notice to Proceed is issued.

The Engineer will inform the Contractor in writing as to the granting or denial of environmental clearance. If denied, the Contractor may, at no expense to the Department, seek to obtain permits or pursue other remedies that might otherwise render the site(s) acceptable.

Sites included in the Plans have environmental clearance and shall be used only for the purpose(s) specified in the Plans or other contract documents. Should the Contractor wish to expand or utilize said sites for any purpose other than that provided for in the Plans or other contract documents, specific written environmental clearance as noted above shall be obtained.

D. Control of Pollutants

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored, and used in a manner to prevent leakage or spillage into the environment. The Contractor shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned-out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

E. Temporary Work in Wetlands

Temporary work in wetlands in order to facilitate construction will be subject to the following requirements:

1. Temporary work in wetlands shall be accomplished by using temporary structures, timber, concrete, soil with geotextile fabric, or other suitable matting.
2. Soil matting shall be protected from erosion in accordance with the Specifications.
3. Whenever temporary work is required in Saltwater Marsh Wetlands, all temporary structures and/or matting shall be removed in their entirety prior to Final Acceptance of the Project. Matted and compressed soils shall be backfilled to their original ground elevation with material meeting the requirements of [Section 212 – Granular Embankment](#).
4. Whenever temporary work is required in Freshwater Wetlands, all temporary structures and/or matting (exclusive of soil matting to be retained in the final roadway section) shall be removed in their entirety prior to Final Acceptance of the Project.

Once the temporary materials have been removed, the area shall be covered by Excelsior or Straw blankets in accordance with [Section 713](#) of the Specifications. The grassing and ground preparation referenced in [Subsection 713.3.03, "Preparation"](#), will not be applicable to this Work.

5. The Contractor shall notify the Engineer so that a field inspection may be conducted to certify that the temporary materials were properly removed and that the area was properly restored. The Contractor shall be responsible for any corrective action required to complete this Work.
6. There will be no separate measurement or payment for this Work. The cost associated with this Work shall be included in the overall Bid submitted.

107.24 Closing of Roadways Without On-Site Detours

When existing roadways are to be closed to through traffic and on-site detours are not provided, the Contractor shall submit a written notice to the Engineer for approval 14 days prior to the closure of the existing roadways.

After receiving approval from the Engineer for the closure, the Contractor shall install signs at each closure site, in accordance with the MUTCD, to inform the traveling public of the proposed closure, including the date of closure. The sign shall be placed 5 days prior to the closure, at the direction of the Engineer.

Prior to the closure, the Area Engineer will inform local government officials and agencies, local news media, and the DOT Public Information Office of the proposed closure of the roadways.

107.25 Disruption to Residential and Commercial Property

The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained.

The work described herein shall be in addition to that required by [Subsection 104.07 “Final Cleaning Up”](#) and [Subsection 105.16 “Final Inspection and Acceptance.”](#)

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

Section 107 – Legal Regulations and Responsibility to the Public

Retain Section 107.23 A and add the following:

107.23 Environmental Considerations

A. Construction

For plan sets that include an Environmental Resources Impacts Table in the General Notes section, the Contractor shall abide by all restrictions noted in the Environmental Resources Impact Table.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Section 108—Prosecution and Progress
(Federal Aid Projects)**

Delete Subsection 108.06 and substitute the following:

The Engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

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

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

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

SPECIAL PROVISION 130 CUTTING AND PATCHING

130.1 General

130.1.01 Description

- A.** Execute cutting (including excavating of earth) and fitting or patching of work required to:
1. Make several parts fit properly.
 2. Uncover work to provide for installation of ill-timed work.
 3. Remove and replace work not conforming to requirements of Contract Documents.
 4. Remove and replace defective work.
 5. Remove samples of installed work as specified for testing.
 6. Install specified work in existing construction.
- B.** In addition to Contract requirements, upon written instruction of Owner or Owner's Representative:
1. Uncover work to provide for Owner's and Owner's Representative observation of covered work.
 2. Remove samples of installed materials for testing.
 3. Remove work to provide for alteration of existing work.
- C.** Do not cut or alter work of another contractor without consent of Owner or Owner's Representative.

130.1.02 Submittals

- A.** Prior to doing any cutting which would affect structural safety of structure, submit written notice to the Owner's Representative, requesting consent to proceed with cutting.
- B.** Should conditions of Work or schedule require change of materials or methods, submit written recommendations to the Owner's Representative, including:
1. Conditions indicating change.
 2. Recommendations for alternative materials or methods.
 3. Submittals as required to obtain approval for substitutions.
- C.** Submit written notice to Owner's Representative designating time work will be uncovered to allow observation.

130.1.03 Payment for Costs

- A.** Costs caused by ill-timed or defective Work, or Work not conforming to Contract Documents, including the compensation for the additional engineering services made necessary thereby: Party responsible for ill-timed rejected, or non-conforming Work.

- B. Work done on instructions of the Owner or its Representative other than defective or non-conforming Work: The Owner.

130.2 Products

130.2.01 Materials

- A. Materials for replacement of work removed: Comply with Specifications for type of work to be performed.

130.3 Execution

130.3.01 Inspection

- A. Inspect existing conditions of work, including elements subject to movement or damage during cutting and patching, excavating and backfilling.
- B. After uncovering Work, inspect conditions affecting installation of new products.

130.3.02 Preparation

- A. Prior to cutting, shore, brace and otherwise support involved portions as required to maintain structural integrity.
- B. Provide protection for other portions.
- C. Provide protection from elements.

130.3.03 Performance

- A. Fit and adjust products to provide finished installation to comply with specified tolerances and finishes.
- B. Perform excavating and backfilling as specified in Sections requiring same.
- C. Execute cutting and removal only to the extent necessary.
- D. Restore Work which has been cut or removed: Install new products to provide completed Work in accord with requirements of Contract Documents.
- E. Refinish entire surfaces as necessary to provide an even finish.
 - 1. Continuous surfaces: To nearest intersections.
 - 2. Assembly: Entire refinishing.

END OF SECTION

**SPECIAL PROVISION 131
SUBMITTALS**

131.1 General

131.1.01 Description of Requirements

- A.** Preparing and submitting Shop Drawings, Product Data, Samples and other work-related submittals. Coordinate with administrative submittals. Coordinate with administrative submittals to prevent delay. Delays caused by submittals not per contract Documents do not justify extension of time.
- B.** Additional submittals shall include, but are not limited to the items listed below:

 - 1. Videotape of existing site conditions, including adjacent building facades (prepared and submitted prior to construction).
 - 2. Traffic management plan.
- C.** Shop Drawings are technical drawings specially prepared for this Project, and shall be submitted to the Landscape Architect/Engineer for approval. The Contractor shall submit all products to complete the project, including but not limited to the following:

 - 1. Fabrication and installation drawings.
 - 2. Setting diagrams.
 - 3. Shopwork manufacturing instructions.
 - 4. Templates.
 - 5. Patterns.
 - 6. Coordination Drawings for use onsite.
 - 7. Performance curves.
 - 8. Data Sheets.
 - 9. Schedules.
 - 10. Design mix formulas.
 - 11. Calculations.
 - 12. Measurements.
 - 13. Reports.
 - 14. Instructions.
- D.** Where Manufacturer's Product Data required, submit preprinted information about products and materials, which is current and comprehensive, marked to show applicability to the Project. Include the following:

 - 1. Specifications and installation instructions.
 - 2. Standard color charts.
 - 3. Catalog cuts.
 - 4. Roughing-in diagrams and templates.
 - 5. Standard wiring diagrams.
 - 6. Printed performance curves.
 - 7. Operational range diagrams.
 - 8. Mill reports.
 - 9. Operation and maintenance manuals.
- E.** Samples are actual examples of materials, products and units or work, complete or partial as directed by Landscape Architect/Engineer.
- F.** Work related submittals include the following:

 - 1. Both specially prepared and standard printed warranties.
 - 2. Maintenance agreements.

3. Workmanship bonds.
4. Survey data.
5. Test and Certification Reports.
6. Record Drawings.
7. Field measurement data.
8. Operation and maintenance manuals.
9. Keys and other security protection devices.
10. Maintenance tools and spare parts.
11. Overrun stock.
12. Industry standards and closeout submittals.
13. Items not processed as Shop Drawings, Product Data or Samples.

131.1.02 Submittal Procedures

- A. Refer to the General Conditions for basic procedures.
- B. Coordinate preparation and processing of submittals with performance of the Work, including testing, purchasing, fabrication, delivery and similar sequential activities.
- C. Make submittals in advance of need. Allow time for Landscape Architect/Engineer's review and required resubmittals. Coordinate related submittals to avoid delaying the Work.
 1. Allow two weeks for initial processing. Allow more time where required for coordination of related submittals.
 2. Allow two weeks for processing.
 3. No extension of time will be authorized because of failure to make timely submittals.
- D. Show work-related submittals in administrative submittals as applicable. Include time requirements for coordination with related work. Prepare a separate list organized by Specification section numbers, showing principal work-related submittals and initial submittal dates. Submit within 45 days of commencement of the Work.
- E. Mark each submittals with a permanent identification label and include:
 1. Project name and date.
 2. Name/address of Landscape Architect/Engineer, Contractor, subcontractor and manufacturer.
 3. Applicable Specification title and number.
 4. Drawing number and detail reference, if any.
 5. Similar definitive information as necessary.
 6. Space for Contractor's stamp and Landscape Architect/Engineer's stamp.
- F. Packing submittal with transmittals. Submittals received from other than the General Contractor will be returned to sender without action. Note on transmittal relevant information, requests for data, and deviations from requirements, including minor variations and limitations.

131.1.03 Contractor's Construction Schedule

- A. Prepare the following construction schedules and submit within fourteen (14) days of the notice to Proceed:
 1. Critical Path Method (CPM) construction schedule showing each construction activity in the project.
 2. Simplified bar chart, time line schedule for the overall project.
 3. Near-term bar chart, time line schedule for each thirty-day increment. Coordinate time period with pay requests.

- B. Update all of the above schedules and submit with each pay request, but not less than monthly. Display updates schedules in job-site office in preparation for meeting coinciding with review of pay request.
 - 1. Show data for the entire construction period.
 - 2. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portion of the Work.
- C. Revise the job-site schedule after each meeting or activity, where revisions have been made, to document progress during the month.

131.1.04 Submittal Schedule

- A. Prepare a complete schedule of submittals, coordinated with the list of subcontracts, schedule of values, and construction schedule.
- B. Revise the schedule after changes occur or have been recognized or made. Issue the updates schedule concurrently with report of each meeting.

131.1.05 Daily Construction Reports

- A. Prepare a daily construction report, recording information concerning events at the site. Submit summary with attached reports each week or more often if necessary to document activity on a timely basis.

131.1.06 Shop Drawings

- A. Provide newly prepared, legible information drawn accurately to scale on reproducible sheets.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings.
- C. Submit one digital copy (CD or DVD format) and two prints:
 - 1. Minimum size: 8 1/2" x 11"; maximum: 30" x 42".
 - 2. Identify each Drawing with name of Firm and Project.
 - 3. Number sheets consecutively.
 - 4. Provide space for record of review process and Landscape Architect/Engineer's stamp.
 - 5. Roll prints; do not fold.
- D. Information required:
 - 1. Working and erection dimensions.
 - 2. Arrangements and sectional views.
 - 3. Materials, gauges, thickness, finishes and characteristics.
 - 4. Anchors and fastening details, and connection to other work.
 - 5. Specific products and materials required.
 - 6. Compliance with standards.
 - 7. Deviations from Contract Documents.
 - 8. Other information required by individual sections.
- E. Do not permit Shop Drawings without Landscape Architect/Engineer's "Approved as Noted" or final "Approved" stamp to be used in the Work.

- F. Initial submittal: Provide one correctable translucent reproducible print and three prints; the reproducible print will be returned.
- G. Final submittal: Provide three prints plus two additional prints where required for maintenance manuals. Two prints will be retained and the remained returned. One of the returned prints will be marked up and maintained by the Contractor as a record document.

131.1.07 Samples

- A. Prepare per application section.
 - 1. Provide units identical to final units.
 - 2. Provide at least three "range" Samples where variation is expected.
 - 3. Provide full color/texture sets for Landscape Architect/Engineer's selection.
 - 4. Include generic description, manufacturer, restriction and compliance with Contract Documents.
 - 5. Show limitations on availability and delivery time.
 - 6. Fully fabricated, cured and finished as specified.
 - 7. Mount, display, or package to facilitate review.
 - 8. Prepare to match Landscape Architect/Engineer's Sample where required.
 - 9. Final submittals: Submit three sets of samples; one will be returned.
- B. Submit to Landscape Architect/Engineer for review and confirmation or selection of color, pattern, texture and kind. Contractor is responsible for quality control and coordination with related elements of the Work.
- C. Provide the following documentation with each Sample submittal:
 - 1. Generic description of Sample.
 - 2. Source, product name, or name of manufacturer.
 - 3. Compliance with governing authorities and recognized standards.
 - 4. Availability.
 - 5. Sizes.
 - 6. Delivery time.
 - 7. Any other limiting characteristics.

131.1.08 Action Submittals: Contractor's Review

- A. Review submittals and stamp with approval before submitting to Landscape Architect/Engineer. Check and verify the following:
 - 1. Field measurements.
 - 2. Field construction.
 - 3. Materials, catalog numbers and similar data.
 - 4. Coordination of submittals with requirements.
- B. Define responsibility for providing and coordinating "work by others."
- C. Categorize submittals by type of work. Mark each with Project, date, Contractor, subcontractor, submittal name and similar information.
- D. Include in transmittal with each submittal:
 - 1. Project name.
 - 2. Contractor's name.
 - 3. Number of Samples or Drawings.

- 4. Titles and other pertinent data.
 - 5. Explanation of any noncompliance.
- E. Submittals received without Contractor's "Approved" or "Approved as Noted" stamp will be returned without action.

131.1.09 Action on Submittals: Landscape Architect/Engineer's Review

- A. Landscape Architect/Engineer will review each submittal, stamp "Approved", "Approved as Noted", or "Revise and Submit", and where possible, return within two weeks of receipt. If submittal must be held for coordination, Landscape Architect/Engineer will promptly advise Contractor.
- B. Landscape Architect/Engineer will stamp submittals as follows:
- 1. "Approved:" Final unrestricted release. Work may proceed.
 - 2. "Approved as Noted:" Final but restricted release. Work may proceed when submittal complies with notations and correction, per contract documents.
 - 3. "Revise and Resubmit," "Not Approved" or unmarked: Returned for resubmittal per notation; resubmit without delay.

131.1.10 Resubmission

- A. Make corrections indicated and resubmit as specified until approved by Landscape Architect/Engineer.
- B. In resubmission transmittal, direct attention to revisions that are in addition to Landscape Architect/Engineer's corrections.

131.1.11 Distribution

- A. Obtain and distribute copies of submittals to subcontractors and suppliers before and after final approval.
- B. Make prints of reviewed Shop Drawings from transparencies carrying Landscape Architect/Engineer's stamp.
- C. Maintain file of approved submittals for duration of Project, to be delivered to Owner as part of Project Closeout Documents.

END OF SECTION

**SPECIAL PROVISION 132
TEMPORARY CONSTRUCTION FACILITIES**

132.1 General

132.1.01 Description of Requirements

- A.** Provide all construction facilities and temporary controls required for the Work of the project and maintain supervision of same.
- B.** Verify with the Owner's Representative and provide as required, the following items without additional cost to the Owner:
 - a. Temporary job trailer,
 - b. Temporary lighting required that would be in addition to that existing.
 - c. Power extension cords for tools and equipment.
 - d. Temporary field offices and storage sheds.
 - e. Temporary barriers and fences.
 - f. Temporary controls for noise, dust, water and erosion.
 - g. Temporary construction aids.
 - h. Temporary tree and plant protection.
 - i. Security, protection and safety signage.
 - j. Temporary sanitary facilities.
 - k. Temporary telephone service.
 - l. All additional construction facilities and temporary controls required by, and in accord with, legal requirements.
- C.** Provide all work and facilities in full accord with all authorities having jurisdiction.
 - 1. The location of any temporary facilities and the extent of the facilities and services to be provided shall be subject to the requirements of the Contractor and the approval of, and to such conditions as, the Owner may prescribe.
- D.** With regard to required construction facilities and temporary controls, provide for the following:
 - 1. Responsibility for initiating all safety measures including, but not limited to, all barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety devices of every kind required by Code, local utility company, or Owner.
 - 2. Disconnecting and removal of all construction controls that are not part of permanent construction when and as directed by Owner, or at completion of Work.
 - 3. Filing of all permits for construction with local authorities.
 - 4. Payment of all fees as well as all inspection and supervision costs as may be levied by the utilities.

5. Payment of all usage, service and energy charges for temporary utilities for construction purposes.
6. Maintenance of all of this Contractor's temporary work and facilities.
7. Required grubbing, excavation and backfill for this Contractor's construction facilities.
8. All barriers, fences and gates, concrete encasement, signs, and all other personnel warning and safety measures and devices of every kind required by Code, local utility company, or Owner.
9. Disconnecting and removing of all of this Contractor's temporary work not part of permanent construction when and as directed by the Owner's Representative.

132.1.02 Temporary Sanitary Facilities for Construction Personnel

- A. Since no services will be available for temporary toilets, provide, maintain and remove when directed, portable chemical toilets for this Contractor's construction and office personnel.
- B. Provide quantity and location of temporary toilets as required by authorities having jurisdiction, including, but not limited to OSHA, and subject to approval of the Owner's Representative.
- C. Maintain temporary toilets in a sanitary condition at all times, subject to approval of the Owner's Representative.

132.1.03 General Items

- A. In general, make materials deliveries during normal working hours. Where special deliveries must be made at other times, request Owner approval. After approval, arrange for proper labor force to receive and unload. If this procedure is not complied with, delivery will not be permitted.
- B. Staging areas for delivery of materials and equipment will be at locations designated by Owner.
- C. Contractor understands that other contractors will be working on the site for the duration of this Contract. Sequence operations to accommodate and coincide with the operations of the other contractors, and as approved by the Owner. Areas will be made available in accord with Owner's requirements.
- D. Utility mains and utility services to buildings or other facilities of the Owner or another contractor shall not be cut off or otherwise interrupted without permission from the Owner or the Owner's Representative.
 1. After authorization, prior to interrupting any utility service, the Contractor shall ascertain that he has the proper materials, together with adequate workmen and equipment, to complete the work in a minimum amount of time.
 2. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use.
 3. Cost of delays and inconvenience to the Owner, when normal services are not resumed as scheduled, shall be chargeable to the Contractor.

132.1.04 Contractor Access and Egress

- A. Truck hauling of materials for the Work will be in accordance with the Contract Documents, the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

132.1.05 Temporary Construction Facilities and Service

- A.** Contractor shall be responsible for providing any temporary onsite construction facilities that he may deem appropriate. All temporary facilities shall be maintained in an orderly, clean, and presentable fashion. These facilities may NOT be located within the right-of-way of any public road.
- B.** All temporary construction compounds and/or material holding areas shall be removed and the area restored to pre-construction conditions prior to substantial completion. All Grass areas shall be sodded with similar type plant material (i.e. Bermuda)

END OF SECTION

**SPECIAL PROVISION 133
CLEANING**

133.1 General

133.1.01 Description

- A. Maintain job site, surrounding areas, and public properties free from improperly stored materials, accumulations of waste, debris, and rubbish caused by operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, surplus materials, and clean all sight-exposed surfaces. Leave job site clean and ready for occupancy.

133.2 Products

133.2.01 Materials

- A. Use only cleaning materials recommended by manufacturer of materials of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

133.3 Execution

133.3.01 Cleaning - General

- A. Cleaning and disposal:
 - 1. Conduct cleaning and disposal operations in accord with legal requirements.
 - 2. Do not burn or bury rubbish and waste materials on job site. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- B. Burning:
 - 1. Burning of the trees, shrubs, bushes, etc., cleared on the project site will not be allowed within the project site.
- C. Hazards control:
 - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.

133.3.02 Clean-up During Construction

- A. Execute cleaning to ensure job site, premises, adjacent and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust.
- C. At reasonable intervals during progress of Work, clean job site and public properties, and dispose of waste materials, debris and rubbish.

- D. Provide dump containers on job site for collection of waste materials, debris and rubbish.
 - 1. Permit Owner's other contractors to place waste materials, debris and rubbish in containers provided by this Contractor.
- E. Remove waste materials, debris and rubbish from job site, premises, adjacent and public properties and legally dispose of at public or private dumping areas.
- F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from height.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

133.3.03 Final Cleaning

- A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of all improvements including pressure washing of pavement surfaces.
- B. Remove grease, dust, dirt, stains, labels, furniture, fingerprints, and other foreign materials, from sight-exposed interior and exterior finished surfaces.
 - 1. Clean and polish all factory finished surfaces such as plastic laminate, plated metals, stainless steel, and factory baked-on enamel surfaces.
- C. Repair, patch and touch-up marred surfaces to specified finish, and to match adjacent surfaces as appropriate.
- D. Pressure Wash, Broom clean paved surfaces and rake clean other disturbed surfaces of grounds.
- E. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.

133.3.04 General Requirements

- A. If the Contractor fails to comply with the requirements of this Article, in the opinion of the Owner or the Owner's Representative, the Owner's Representative shall perform the necessary clean-up and deduct the cost of work from the monies due or to become due to said Contractor.

END OF SECTION

**SPECIAL PROVISION 134
PROJECT RECORD DOCUMENTS**

134.1 General

134.1.01 Maintenance of Documents

A. Maintain at job site, one copy of each of the following as record documents:

1. Contract drawings.
2. Project Manual including Addenda/Bulletins.
3. Approved shop drawings and samples.
4. Modifications: Change Orders, Directives, and other written amendments to the Contract.
5. Field and Material Test records.

B. Adhere to following guidelines for maintenance of record documents:

1. Store record documents in temporary field office, apart from documents used for construction purposes.
2. Provide files and racks for storage of record documents.
3. Maintain record documents in clean, dry and legible condition.
4. Do not use record documents for construction purposes.
5. Make record documents available at all times for inspection by Owner's Representative and other authorized users.

C. General Requirements

1. Progress Record Drawings:
 - a. During construction, Contractor shall keep a marked up-to-date set of record Document drawings on the site as an accurate record of all deviations between work as shown and as installed. These drawings shall be available to the Engineer and Owner's Representative for inspection at any time.
 - b. The Contractor will be provided, by the Owner's Representative, one (1) set of Contract Drawings for the sole purpose of Progress Record Drawings. The Contractor shall be required to submit these drawings to the Owner's Representative at each weekly Contractor's Progress meeting for review. The purpose of this submittal is to insure that "As-Built" records are being kept up to date by the Contractor.
 - c. **If these drawings are not kept up to date or the submission is not made by the requested day and time, monies shall be retained from the Contractor's monthly Application for Payment.**
2. Final Record Drawings:
 - a. Upon completion of Work, Contractor shall furnish the Owner's Representative with a complete set of marked-up Record Document reproducibles with "**PROJECT RECORD DOCUMENT**" clearly printed on each sheet. The Owner's

Representative will furnish Contractor with reproducibles for mark-up by Contractor.

- b. Contractor shall accurately and neatly transfer all deviation from progress record documents to final record documents. Record document drawings shall be provided where specified and as required to reflect as-built conditions.
 - c. Contractor record documents shall be signed and sealed by a Professional Engineer or Land Surveyor licensed in the State of Georgia.
3. Progress Record Specifications:
- a. During construction, Contractor shall keep on site a marked-up, up-to-date, set of record specifications annotated to clearly indicate all substitutions that are incorporated into the work. Where selection of more than one product is specified, annotation shall be available for inspection at any time by the Engineer, Owner, or Owner's Representative.
4. Final Record Specifications:
- a. Upon completion of work, Contractor shall furnish the Owner's Representative with a complete set of marked-up record specifications with "PROJECT RECORD DOCUMENTS" clearly printed on the cover.
 - b. The Owner's Representative, at no extra cost, will furnish Contractor with a set of specifications for mark-up by Contractor. Contractor shall accurately and neatly transfer all annotations from progress record specifications to the final record specifications.

134.1.02 Recording

- A. Label each record document "PROJECT RECORD DOCUMENTS" in 1 to 2 inch high printed letters.
- B. Within the title block on each drawing update the Record Documents as the latest revision. Label each record document "Field Conditions" and date each record drawing.
- C. Keep record documents current.
- D. Do not permanently conceal any work until required information has been recorded.
- E. On the Record Contract Drawings legibly mark to record actual construction including but not limited to the following items:
 - 1. Depths of various elements of foundation in relation to survey datum.
 - 2. Horizontal (Northing/Easting Coordinate) and vertical (NGVD Elevation) location of underground utilities and appurtenances, including mains, fittings, valves, services, sleeves, etc.
 - 3. Top, grate and/or rim elevations of all storm drainage and sanitary sewer structures (including lift station wet wells). Invert elevations of all storm and sanitary sewer pipes (including inflow/outflow pipes from lift station wet wells).
 - 4. Weir crest elevations, orifice invert elevations, and skimmer top/bottom elevations for all stormwater pond control structures.
 - 5. As-built pond contours at the Normal Water Level Elevation and at the Weir Crest (or Grate)

Elevation for all stormwater ponds.

6. Cross-slopes and longitudinal slopes of sidewalks and handicap ramps.
 7. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 8. Field changes of dimension and detail.
 9. Changes made by Change Order, Directive and other modification.
 10. Details not original contract drawings.
 11. Coordinates and elevations for all sleeves, utility pipe, control valves and any other miscellaneous items installed under this Contract. At a minimum, the ends of each line should have the coordinate and elevation indicated.
- F.** On the Record Specifications and Addenda legibly mark-up each Section to record including but not limited to the following items:
1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Change Order, Directive and other modifications.
 3. Other matters not originally specified.
- G.** Shop drawings and samples: Maintain as record documents. Legibly annotate shop drawings and samples to record changes made after approval.

134.1.02 Audit

- A.** Project record documents will be reviewed weekly, as outlined within Paragraph 1.01 C. of this section, by the Owner's Representative, who will use the current completeness of the record documents in evaluating the monthly progress payment request.

134.1.03 Submittal

- A.** At completion of project, deliver record documents to the Owner's Representative. Record documents are to be submitted in digital (pdf) format as well as hard copy.
- B.** Accompany submittal with transmittal letter, in duplicate, containing:
1. Date
 2. Project Title and number
 3. Contractor's name and address
 4. Title and number of each record document.
 5. Certification that each document as submitted is complete and accurate
 6. Signature of Contractor, or its authorized representative.

END OF SECTION

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 150—Traffic Control

150.1 General Description

This section, as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Temporary Traffic Control (TTC) Plan in accordance with Work Zone Safety and Mobility Policy. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, pedestrian signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of vehicular and pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones.

The contractor shall be responsible for the maintenance of traffic signals and Advanced Traffic Management system (ATMs) devices from the time that the system is modified until final acceptance. The maintenance of traffic signals and ATMs devices that are not a part of the work and that are not in conflict with any portion of the work shall not be the responsibility of the contractor. However, the contractor is still responsible for damages to all devices that he or his subcontractors cause, in accordance with Section 107 and other specifications.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control. The 2009 Edition of the MUTCD shall be in effect for the duration of the project.

All traffic control devices used during the construction of the project shall meet the standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Georgia Construction Standards and Details, Project Plans, Design Manuals, and Special Provisions.

The needs and control of all road users (motorists, bicyclists and pedestrians within the highway right-of-way and easements, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

Utilities included in the contract are bounded by Special Provision 150 and shall follow its requirements. For utilities not included in the contract but working within the project limits, they shall, at a minimum follow the MUTCD. Moreover, in accordance with Utility Accommodation Policy and Standards Manual dated 2016, the Engineer reserves the right to require additional certified flaggers, signs, warning lights, channelization devices, and other safety devices as may be necessary to properly protect, warn, and safeguard the traveling public. In addition, the Department reserves the right to place time restrictions or moratoriums on all utility work covered under a permit when, in the opinion of the Department, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive, or would unnecessarily inconvenience the traveling public. In case of emergencies, Utilities shall be provided access in accordance with Utility Accommodation Policy and Standard Manual.

150.1.01 Definitions

For Special Provision 150, the definitions for “shall”, “ should”, and “may” will be in accordance with MUTCD (1A.13).

Shall (Standard) - a statement of required, mandatory, or specifically prohibitive practice regarding a traffic control device.

Should (Guidance) - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or engineering study indicates the deviation to be appropriate.

May (Option) — a statement of practice that is a permissive condition and carries no requirement or recommendation.

150.1.02 Content

150.1 General Description

150.1.01 Definitions

150.1.02 Content

150.1.03 Related References

A. Standard Specification

B. Reference Documents

150.1.04 Submittals/Preconstruction

A. Worksite Traffic Control Supervisor

B. Sequence of Operations

C. Pedestrian Considerations

1. Pedestrian Signage

2. Temporary Pedestrian Facilities

150.2 Materials and Traffic Control Devices

150.2.01 Traffic Control Devices

A. NCHRP 350 and MASH

B. Approval

C. Quality Guidelines for All Temporary Traffic Devices

150.2.02 Reflectorization Requirements

A. Signs

1. For All Projects Let Prior to and Including April/May 2018

1. For All Projects Let Prior to and Including April/May 2018

B. Channelization Devices

1. For All Projects Let Prior to and Including April/May 2018
2. For All Projects Let Prior to and Including April/May 2018

150.2.03 Arrow Panels

150.2.04 Channelization Devices

A. General

B. Drums

1. Design
2. Application
3. Longitudinal Channelization
4. Removal

C. Vertical Panels

1. Design
2. Application

D. Cones

1. Design
2. Applications

E. Barricades

1. Design
2. Application

F. Warning Lights

1. Design
2. Application

150.2.05 Flashing Beacon

150.2.06 Guardrail

150.2.07 Interim Signs

A. Posts

B. Sign Blanks and Panels

150.2.08 Pavement Markings

- A. All Traffic Striping for Forty-Five (45) Days or Less (≤ 45 Days)
- B. All Temporary Striping Beyond Forty-Five (45) days (> 45 Days)
- C. All Temporary Traffic Striping on Final Surface

150.2.09 Portable Changeable Message Signs

150.2.10 Portable Impact Attenuators

150.2.11 Portable Temporary Traffic Control Signals

150.2.12 Raised Pavement Markers

150.2.13 Rumble Strips

150.2.14 Temporary Barriers

A. Design

B. Application

150.2.15 Temporary Guardrail Anchorage- Type 12

150.2.16 Temporary Traffic Signal

150.3 Construction Requirements

150.3.01 General

A. Implementation Requirements

B. Maintenance of Traffic Control Devices

C. Traffic Interruption Restrictions

D. Work Zone Restrictions

1. Interstate

2. Non-Interstate Divided Highways

3. Non-Divided Highways

E. Work Zone Geometric Restrictions

F. Clear Zone

G. Milled Surface Restrictions

H. Construction Vehicle

I. Environmental Impacts

J. Existing Street Lights

K. Nighttime Work Lighting

L. Removal/Reinstallation of Miscellaneous Items

150.3.02 Personnel – Worker Safety Apparel

150.3.03 Signage – General

A. Signing Requirements of the Temporary Traffic Control (TTC) Plan

B. Conflicting or Non-Applicable Signs

C. Removal of Existing Signs and Supports

D. Interim Guide, Warning and Regulatory Signs

E. Existing Special Guide Signs

1. Special Guide Signs

2. Interim Special Guide Signs

3. Interim Overhead Guide Sign Structures

4. Permanent Special Guide Signs

F. Stop Sign Regulated Intersections

G. Low Shoulder Signage

1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects
2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project

H. Bump Signage

I. Sign Visibility

150.3.04 Advance Warning Signs

A. Project Signs - All Type of Highways

1. State Routes
2. Interstate, Limited Access and Multilane Divided Highways
3. Ramp Work on Limited Access Highways

B. Highway Work Zone

1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone
2. Reducing the Speed Limit in a Highway Work Zone
3. Variable Speed Limit Zones

C. Installation/Removal of Work Area Signage

150.3.05 Shoulder/Lane Closure

A. Approval/Restrictions

1. Closure Length
2. Duration

B. Shoulder Closure

C. Lane Closure

1. Advance Warning Signs
2. Transition Area – Taper
3. Activity Area
4. Termination Area

D. Removal of Lane Closures

E. Exit and Entrance Ramps

150.3.06 Traffic Pacing Method

A. Pacing Of Traffic

B. Methods of Signing For Traffic Pacing

150.3.07 Flagging Operation

A. Flaggers

B. Flagger Certification

C. Flagger Appearance and Equipment

D. Flagger Warning Signs

E. Pilot Vehicle Requirements

F. Automated Flagger Assistance Devices

G. Portable Temporary Traffic Control Signals

150.3.08 Traffic Signals

- A. Responsibility/Cost
- B. Law Enforcement Officer Requirement

150.3.09 Mobile Operations

150.3.10 Pavement Markings

A. General

- 1. Resurfacing Projects
- 2. Widening and Reconstruction Projects
- 3. New Location Construction Projects

B. Installation and Removal of Pavement Markings

- 1. Installation
- 2. Removal
- 3. Intermediate Surface
- 4. Final Surface
- 5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces
- 6. Preparation and Planning for Traffic Shifts

C. Raised Pavement Markers

- 1. Supplementing Lane Lines
- 2. Supplementing Ramp Gore Lines
- 3. Other Lines

D. Exceptions for Interim Markings

- 1. Two-Lane, Two-Way Roadway
- 2. Multi-Lane Highway – with No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ($\leq 4'$)
- 3. Limited Access Roadways and Roadways with Paved Shoulder Greater than Four Feet ($>4'$)
- 4. Ramps for Multi-lane Divided Highways
- 5. Miscellaneous Pavement Markings

150.3.11 Differences in Elevation between Travel Lanes and Shoulders

A. Differences in Elevations

- 1. Difference of Two Inches ($\leq 2''$) or Less Between Adjacent Travel Lanes
- 2. Difference of Two Inches ($\leq 2''$) or Less Between Adjacent Travel Lane and Paved Shoulder Should
- 3. Difference of Greater Than Two Inches ($>2''$) is Permitted for Continuous Operations
- 4. Difference of Greater Than Two Inches ($>2''$) Between Travel Lanes and/or Shoulders for Non-Continuous Operations

B. Healed Section

C. Emergency Situations

D. Plating

E. Asphaltic Concrete Resurfacing Projects

1. Shoulder Construction Included as a Part of the Contract
2. Shoulder Construction Not Included as a Part of the Contract

150.3.12 Work Zone Law Enforcement

150.4 Measurement

150.4.01 Traffic Control Items

- A. Traffic Control
- B. Changeable Message Sign, Portable
- C. Flashing Beacon Assembly
- D. Pavement Markings
- E. Portable Impact Attenuators
- F. Signs
 1. Interim Ground Mounted or Interim Overhead Special Guide Signs
 2. Remove And Reset Existing Special Guide Signs, Ground Mount or Overhead
 3. Modify Special Guide Signs, Ground Mount or Overhead
- G. Temporary Audible Information Device
- H. Temporary Barrier
- I. Temporary Curb Cut Wheelchair Ramps
- J. Temporary Guardrail Anchorage, Type 12
- K. Temporary Walkways with Detectable Edging
- L. Traffic Signal Installation - Temporary
- M. Work Zone Law Enforcement

150.5 Payment

150.5.01 Enforcement and Adjustments

150.1.03 Related References

A. Standard Specifications

Section 104-Scope of Work

Section 105-Legal Regulations and Responsibility to the Public

Section 107-Legal Regulations and Responsibility to the Public

Section 108-Prosecution and Progress

Section 209-Subgrade Construction

Section 400-Hot Mix Asphaltic Concrete Construction

Section 441-Miscellaneous Concrete

Section 429-Rumble Strips

Section 620-Temporary Barrier

Section 632-Portable Changeable Message Signs

Section 641-Guardrail

Section 647-Traffic Signal Installation

Section 648-Traffic Impact Attenuator

Section 652-Painting Traffic Stripe

Section 653 – Thermoplastic Traffic Stripe

Section 654-Raised Pavement Markers

Section 656-Removal of Pavement Markings

Section 657 – Preformed Plastic Pavement Markings

Section 658 – Standard and Wet Weather Polyurea Traffic Stripe

Section 659 Hot Applied Preformed Plastic Pavement Markings

Section 911-Sign Posts

Section 912-Sign Blanks and Panels

Section 913 - ReflectORIZING Materials

B. Referenced Documents

ASTM D4956-13 (Retro-reflectivity)

American Traffic Safety Services Association (ATSSA)

Construction Detail A-3 Curb Cut (Wheelchair) Ramps Concrete Sidewalk Details

Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements

Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail)

GDOT Signing and Marking Design Guidelines

Georgia Standard 4000W “Lengths of Advancement, Clear Zone Distances, Fill Height Embankment”

Georgia Standard 4960 “Temporary Barrier (End Treatment Options)”

Georgia Standard 9102 “Traffic Control Detail for Lane Closure on Two-Lane Highway”

Georgia Standard 9106 “Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway”

Georgia Standard 9107 “Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway”

Georgia Standard 9121 “Tapers, Signs, and Markings for Passing Lanes”

Manual for Assessing Safety Hardware (MASH)

Manual on Uniform Traffic Control Devices (MUTCD)

National Cooperative Highway Research Program (NCHRP) 350

National Safety Council

Quality Product List #29 (QPL-29) Reflective Sheeting

Quality Product List #34 (QPL-34) Work Zone Traffic Control Devices (Drums, Type III Barricades, Vertical Panels, and Portable Sign Systems)

Quality Product List #35 (QPL-35) Drive Type Galvanized Steel Sign Posts

Quality Product List #46 (QPL-46) Traffic Pavement Markings

Quality Product List #64 (QPL-64) Attenuator Units (Compression Crash Cushion) and Guardrail End Treatments

Quality Product List #76 (QPL-76) Raised Pavement Markers and Channel Markers

Quality Product List #79 (QPL -79) Portable Arrow Boards

Quality Product List #82 (QPL -82) “Portable Changeable Message Signs”

Utility Accommodation Policy and Standards Manual

Work Zone Safety and Mobility Policy

150.1.04 Submittals/Preconstruction

A. Worksite Traffic Control Supervisor

The Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS). The WTCS shall be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the MUTCD. The WTCS shall be currently certified by the American Traffic Safety Services Association (ATSSA) Work Site Traffic Supervisor Certification program or the National Safety Council Certification program. On-line classes will not be accepted.

The WTCS shall be available on a twenty-four (24) hour basis to perform his duties. If the work requires traffic control activities to be performed during the daylight and nighttime hours, it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be accepted by the Engineer prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor's traffic control responsibilities shall have priority over all other assigned duties.

As the representative of the Contractor, the WTCS shall have full authority to act on behalf of the Contractor in administering the TTC Plan. The WTCS shall have appropriate training in safe traffic control practices in accordance with Part 6 of the MUTCD. In addition to the WTCS, all other individuals making decisions regarding traffic control shall meet the training requirements of the Part 6 of the MUTCD.

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part 6 of the MUTCD and the Contract on the job site. Copies of the current MUTCD may be obtained from the FHWA web page at <http://mutcd.fhwa.dot.gov>.

The WTCS shall supervise the initial installation of traffic control devices. The Engineer, prior to the beginning of construction, will review the initial installation. Modifications to traffic control devices as required by sequence of operations or staged construction shall be reviewed by the WTCS.

Any work performed on the interstate or limited access highway right-of-way that requires traffic control shall be supervised by a submitted/approved certified Worksite Traffic Control Supervisor. No work requiring traffic control shall be performed unless the certified WTCS is on the worksite. Failure to maintain a Certified Worksite Traffic Control Supervisor on the work will be considered as non-performance under Subsection 150.5.01.

The WTCS or alternate WTCS shall be available on a full-time basis to maintain traffic control devices with access to all personnel, materials, and equipment necessary to respond effectively to an emergency situation within forty-five (45) minutes of notification of the emergency.

The WTCS shall perform inspections, at a minimum once a month, to ensure that traffic control is maintained. For all interstate and limited access highways, the WTCS shall perform, as a minimum, weekly traffic control inspections. The inspections will start with the installation of the advance warning signs and will stop when a maintenance acceptance is issued or when the punch list is completed.

An inspection shall include both daytime and nighttime reviews. The inspection shall be reported to the Engineer on a Traffic Control Inspection Report, (TC-1). Unless modified by the special conditions or by the Engineer, routine deficiencies shall be corrected within a twenty-four (24) hour period. Failure to comply with these provisions shall be grounds for dismissal from the duties of WTCS and/or removal of the WTCS from the project. Failure of the WTCS to execute his duties shall be considered as non-performance under Subsection 150.5.01.

TRAFFIC CONTROL INSPECTION REPORT (TC-1)

Project No.: _____ County: _____

Contractor: _____ Date: _____ Daytime: _____

Nighttime: _____

PURPOSE: To provide adequate warning, delineation, and channelization to assist in guiding road users in advance of and through the work zone by utilizing proper pavement markings, signs, and other MUTCD compliant devices.

RESPONSIBILITY: The Worksite Traffic Control Supervisor (WTCS) has the duty of ensuring that all traffic control devices are installed and maintained according to the requirements of the Traffic Control Plan.

DEFICIENCIES: Items noted below required corrective measures be performed with the next _____ hours/days.

LOCATION	DESCRIPTION	ACTION REQUIRED
(use additional sheets if needed)		

Signature: _____ WTCS or DOT performing inspection

DOT inspection presented to WTCS Date: _____ Time: _____

TO BE COMPLETED BY THE WTCS

The attached deficiencies were corrected by Date: _____ Time: _____

Signature _____ Return TC-1 to DOT inspector.

The WTCS certifies that all traffic control devices in use on the project are MASH/NCHRP 350 crashworthy compliant.

Traffic Control Checklist

Satisfactory Unsatisfactory Non-applicable

Signs

S

U

N

- Are the signs correctly installed?
- Signs are in place according to TTC plans. Signs are plumb and level. Signs are at the proper height.
- Are the signs visible and readable to the public both daytime and nighttime?
- Is retroreflectivity good?
- Are signs not in use including PCMS properly stored?

TTC Devices

S

U

N

- Are they MASH/NHCRP 350 approved? Do they meet MUTCD and Special Provision 150 requirements?
- Are they installed according to manufacture recommendation?
- Are they in acceptable/marginal condition? Are they stable? Is the retroreflectivity good?

Clear Zone

S

U

N

- Are all material and equipment stored beyond the clear zone?
- If stored in clear zone, are they protected by positive barrier?
- Are drop-off marked and healed according to Special Provision 150?

Positive Barriers

S

U

N

- Are the barriers in acceptable/marginal condition and FHWA approved?
- Are the barrier reflectors proper and in good condition?
- Do the barriers extend to the proper advancement length? Are the tapers according to GA Standards?

Attenuators and Guardrails

S

U

N

- Are the proper attenuators assemblies in use?
- Gating Is the recovery area free of debris and provide the necessary recovery area?
- Is the assembly in accordance with manufacture recommendation?
- Are the guardrails properly anchor and/or attached to the barrier?
- Are shoes and transition sections in accordance with Standards?

Pavement Markings

S

U

N

- Are the pavement making visible and legible?
- Can they be seen during the daytime and nighttime?
- Are there no conflicting pavement markings?
- Are the pavement markings including RPM installed and maintained according to section 150?

The Engineer will periodically review the work for compliance with the requirements of the TTC plan.

On projects where traffic control duties will not require full time WCTS supervision, the Engineer may allow the Contractor's Project superintendent, foreman, subcontractor, or other designated personnel to serve as the WTCS as long as satisfactory results are obtained. Nevertheless, the individual shall meet the requirements and perform the duties of a WTCS.

B. Sequence of Operations

Any Sequence of Operations provided in this Contract in conjunction with any staging details which may be shown in the plans, is a suggested sequence for performing the Work. It is intended as a general staging plan for the orderly execution of the work while minimizing the impact on pedestrian facilities, mainline, cross-streets and side streets. The Contractor shall develop detailed staging and temporary traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widenings, paces, or other activities that disrupt traffic or pedestrian flow. The Engineer may require detailed staging and TTC plans for lane closures or disruption to pedestrian facilities. These plans shall be submitted for approval at least two (2) weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval thirty (30) calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer; they are no longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of Subsection 150.3.01.D.

As an option to the Sequence of Operations in the Contract, the Contractor may submit an alternative Sequence of Operations for review and approval. Alternate Sequence of Operations for pedestrian facilities shall be in compliance with the MUTCD and ADA. Pedestrian needs identified in the preconstruction phase shall be included in the proposed alternate plan.

The Department will not pay, or in any way, reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Contract or from an approved Contractor alternate.

The Contractor shall secure the Engineer's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the approved TTC plan, proposed by the Contractor, shall be submitted to the Department for approval.

Some additional traffic control details will be required prior to any major shifts or changes in traffic. The traffic control details shall include, but not be limited to, the following:

1. A detailed drawing showing traffic locations and lanes for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be included in the details.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.

5. Horizontal and vertical alignment and superelevation rates for detours, including cross-section and profile grades along each edge of existing pavement.
6. Drainage details for temporary and permanent alignments.
7. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.)
8. Starting time, duration and date of planned change.
9. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed work. This will be the minimum resource allocation required in order to start the work.

A minimum of three (3) copies of the above details shall be submitted to the Engineer for approval at least fourteen (14) days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

C. Pedestrian Considerations

All existing pedestrian facilities, including access to transit stops, shall be maintained. Where pedestrian routes are closed, alternate routes shall be provided. Closures of existing, interim and final pedestrian facilities shall have the prior written approval of the Engineer. When existing pedestrian facilities are disrupted, closed or relocated in a TTC zone, the temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility. Pedestrian facilities are considered improvements and provisions made to accommodate or encourage walking. Whenever a sidewalk is to be closed, the Engineer shall notify the maintaining agency two (2) weeks prior to the closure. Prior to closure, detectable barriers (that are detectable by a person with a visual disability traveling with the aid of a long cane), as described by the MUTCD, shall be placed across the full width of the closed sidewalk. Barriers and channelizing devices used along a temporary pedestrian route shall be in compliance with the MUTCD.

Temporary Traffic Control devices used to delineate a Temporary Traffic Control Zone Pedestrian Walkway shall be in compliance with Subsection 150.3.01.A. Appropriate signs as described in the MUTCD shall be maintained to allow safe passage of pedestrian traffic or to advise pedestrians of walkway closures (Refer to MUTCD Figures TA-28 and TA-29 for guidance). Advance closure signing should be placed at intersections rather than midblock locations so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing. Temporary Traffic Control devices and construction material shall not intrude into the usable width of the pedestrian walkway. Signs and other devices shall be placed such that they do not narrow or restrict any pedestrian passage to less than forty-eight inches ($\geq 48''$).

1. Pedestrian Signage

A pedestrian walkway shall not be severed or relocated for non-construction activities, such as parking for construction vehicles and equipment. Movement by construction vehicles and equipment across designated pedestrian walkways should be minimized. When necessary, construction activities shall be controlled by flaggers. Pedestrian walkways shall be kept free of mud, loose gravel or other debris.

When temporary covered walkways are used, they shall be lighted during nighttime hours. When temporary traffic barrier is used to separate pedestrian and vehicular traffic, the temporary barrier shall meet NCHRP-350 Test Level Three. The barrier ends shall be protected in accordance with Georgia

Standard 4960. Curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are required. Tape, rope or plastic chain strung between temporary traffic control devices are not considered as detectable and shall not be used as a control for pedestrian movements.

The WTCS shall inspect the activity area daily to ensure that effective pedestrian TTC is being maintained. The inspection of TTC for pedestrian traffic shall be included as part of the TC-1 report.

2. Temporary Pedestrian Facilities

Temporary pedestrian facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The geometry, alignment and construction of the facility should meet the applicable requirements of the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”.

a. Temporary Walkways with Detectable Edging

A smooth, continuous hard surface (firm, stable and slip resistant) shall be provided throughout the entire length of the temporary pedestrian facility. Compacted soils, sand, crushed stone or asphaltic pavement millings shall not be used as a surface course for walkways.

Temporary walkways shall include detectable edging as defined in the MUTCD. When temporary traffic barrier is included as a pay item in the contract and where locations identified on the plans for positive protection will also allow them to serve as pedestrian detectable edging, payment will be made for the temporary traffic barrier in accordance with Section 620. No payment will be made for temporary walkways with Detectable Edging where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized as temporary walkways. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavements shall be included in Traffic Control-Lump Sum.

Regardless of the materials used, temporary walkways shall be constructed with sufficient thickness and durability to withstand the intended use for the duration of the construction project. If concrete or asphalt is used as the surface course for the walkway, it shall be a minimum of one and one-half inches ($\geq 1\frac{1}{2}$ ") thick. Temporary walkways constructed across unimproved streets and drives shall be a minimum thickness of four inches (≥ 4 ") for concrete and three inches (≥ 3 ") for asphalt. Joints formed in concrete sidewalks shall be in accordance with Section 441. Concrete surfaces shall have a broom finish.

If plywood is used as a walkway, it must be a minimum of three quarters of an inch ($\geq 3/4$ ") thick, pressure treated and supported with pressure treated longitudinal joists spaced a maximum of sixteen inches (≤ 16 ") on center. The plywood shall be secured to the joist with galvanized nails or galvanized deck screws. Nails and screws shall be countersunk to prevent snagging or tripping the pedestrians. A slip resistant friction course shall be applied to any plywood surface that is used as a walkway. Any slip resistant material used shall have the prior written approval of the engineer.

The contractor may propose alternate types of Temporary Walkways provided that the contractor can document that the proposed walkway meets the requirements of the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. Alternate types of Temporary Walkways shall have the prior written approval of the engineer.

Temporary walkways shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The contractor shall construct and maintain the walkway to ensure that joints in the walkway have a vertical difference in elevation of no more than one quarter ($\leq 1/4$ ") of an inch and that the horizontal joints have gaps no greater than one half ($\leq 1/2$ ") of an inch. The grade of the temporary walkway should parallel the grade of the existing walkway or roadway and the cross slope should be no greater than two percent ($\leq 2\%$).

A width of sixty inches (60”), if practical, should be provided throughout the entire length of any temporary walkway. The temporary walkway shall be a minimum width of forty eight inches (48”). When it is not possible to maintain a minimum width of sixty inches (60”) throughout the entire length of temporary walkway, a sixty inch (60”) by sixty inch (60”) passing space should be provided at least every two hundred feet (200 ft.), to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to Section 209. Furnish and install any needed temporary pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials and restore the area to the original conditions or as shown in the plans.

b. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps shall be constructed in accordance with Section 441 and Construction Detail A-3 Curb Cut (Wheelchair) Ramps Concrete Sidewalk Details. Ramps shall also include a detectable warning surface in accordance with Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements. Other types of material for the construction of the temporary curb cut wheelchair ramps, including the detectable warning surface, may be used provided the contractor can provide documentation that the material to be used meets the requirements of the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. When a wheelchair ramp is no longer required, remove the temporary materials and restore the area to existing conditions or as shown in the plans. For the items required to restore the area to original conditions or as shown in the plans, measures for payment shall be covered by contract pay items. If pay items are not included in the contract, then payment for these items shall be included in Traffic Control-Lump Sum.

c. Temporary Audible Information Device

Temporary audible information devices, when shown in the plans, shall be installed in compliance with the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. The devices shall be installed in accordance with the manufacturer’s recommendations. Prior to installation, the contractor shall provide the engineer with a set of manufacturer’s drawings detailing the proper installation procedures for each device. When no longer required, the devices shall remain the property of the contractor.

150.2 Materials and Traffic Control Devices

150.2.01 Traffic Control Devices

A. NCHRP 350 and MASH

All devices shall be certified in accordance with the Manual for Assessing Safety Hardware (MASH) Test Level 3 and/or the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 as applicable unless modified by this Special Provision. In addition, temporary work zone devices, including portable barriers, manufactured after December 31, 2019, must have been successfully tested under 2016 edition of MASH requirements. Such devices manufactured on or before this date, and successfully tested under either NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

B. Approval

All traffic control devices with applicable Qualified Products List (QPL) categories shall come from the appropriate QPL list. Products not on the QPL may be used with an approval letter from the Georgia Department of Transportation Office of Materials and Testing. If there are no applicable QPL, the Contractor shall provide proof of MASH/NCHRP 350 certification. The proof may be a letter or written statement from the manufacturer that the product is MASH/NCHRP 350 approved. Decal certifications are not proof of certification and are not required.

C. Quality Guidelines for All Temporary Traffic Devices

All traffic control devices found to be unacceptable in accordance with the current ATSSA, "Quality Guidelines for Temporary Traffic Devices and Features" regardless of total numbers shall be replaced within twenty-four (24) hours unless stated otherwise in the specifications, in the contract, or as directed by the Engineer.

150.2.02 Retroreflectivity Requirements

A. Signs

Reflective sheeting should meet the requirements of Section 913 and QPL-29

1. For all projects let prior to and including April/May 2018, signs can be:
 - a. All rigid fluorescent orange construction warning signs (black on fluorescent orange) shall meet the minimum retroreflectivity and color requirements of ASTM Type VII, VIII, IX or X regardless of the mounting height.
 - b. Warning signs (W3-1) for stop conditions that have rumble strips located in the travel lane shall be reflectorized with ASTM Type IX fluorescent yellow sheeting.
 - c. All other signs shall meet the requirements of ASTM Type III or IV except for "Pass With Care" and "Do Not Pass" signs which may be ASTM Type I unless otherwise specified
2. For all projects let May/June 2018 and afterward, all construction warning signs (black on fluorescent orange) shall meet the minimum reflectivity and color requirements of ASTM D4956 Type XI regardless of the mounting height. All other signs reflectorization shall be in accordance with the plans, contract, and "GDOT Signing and Marking Design Guidelines".

B. Channelization Devices

Reflective sheeting should meet the requirements of Section 913 and QPL-29

1. For all projects let prior to and including April/May 2018, channelization devices shall meet the minimum requirements of ASTM Type III or IV high intensity sheeting.
2. For all projects let May/June 2018 and afterward, all channelization devices (white/ fluorescent orange and white/red) shall meet the minimum retroreflectivity requirements of ASTM D4956 Type VI.

150.2.03 Arrow Panels

Arrow panel should meet the requirements for MUTCD (6F.61) and QPL-79.

Portable sequential arrow, sequential chevron, or flashing arrow panels shall be a minimum size of forty-eight inches (48”) high by ninety-six inches (96”) wide with not less than fifteen (15) lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one (1) mile. The minimum legibility distance is the distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type C panel as shown in the MUTCD (6F.61). The sequential or flashing arrow panels shall not be used for lane closure on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

The arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven feet (7’) above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

For emergency situations, arrow display panels that meet the MUTCD requirements for Type A or Type B panels may be used until Type C panels can be located and placed at the site. The use of Type A and Type B panels shall be held to the minimum length of time possible before having the Type C panel(s) in operation. The Engineer shall determine when conditions and circumstances are considered to be emergencies. The Contractor shall notify the Engineer, in writing, when any non-specification arrow display panel(s) is being used in the work.

150.2.04 Channelization Devices

A. General

Channelization shall clearly delineate the travel way through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travel way. Channelization shall be accordance with the plans, specifications, MUTCD, QPL-34, and the following requirements.

B. Drums

1. Design

Drums shall meet the minimum requirement of the MUTCD (6F.67). For all projects let May/June 2018 and afterward, drums shall have six inch (6”) wide stripes – white/fluorescent orange.

2. Application

Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.

3. Longitudinal Channelization

Drums shall be spaced as listed below for various roadside work conditions except as modified by Subsection 150.3.11. Spacing shall be used for situations meeting any of the conditions listed as follows:

a. FORTY FOOT (40') SPACING MAXIMUM

- For difference in elevation exceeding two inches ($> 2''$).
- For healed sections no steeper than 4:1 as shown in Subsection 150.3.11, Detail 150-H..

b. EIGHTY FOOT (80') SPACING MAXIMUM

- For difference in elevation of two inches ($\leq 2''$) or less.
- Flush areas where equipment or workers are within ten feet ($\leq 10'$) of the travel lane.

c. 200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten feet ($> 10'$) from travel lane. Lateral offset clearance to be four feet (4') from the travel lane.

- For paved areas, eight feet ($> 8'$) or greater in width that are paved flush with a standard width travel lane.
- For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

4. Removal of Drums

Drums may be removed after shoulders are completed to typical section and grassed. Guardrail and other safety devices shall be installed and appropriate signs advising of conditions such as soft or low shoulder shall be posted before the drums are removed.

C. Vertical Panels

1. Design

All vertical panels shall meet the minimum requirements of the MUTCD (6F.66). All vertical panels shall have a minimum of 270 square inches of retroreflective area facing the traffic and be a minimum thirty-six inches ($\geq 36''$) high. For all projects let May/June 2018 and afterward, the vertical panel shall be in addition a minimum eight inches ($\geq 8''$) wide with a stripe width of six inches (6'') – white/fluorescent orange.

2. Application

Vertical panels with retroreflectivity less than type VI can only be used when traffic drums reduce the travel lane to less than ten feet ($\leq 10'$); vertical panels shall be used to restore the travel lane to ten feet ($\geq 10'$) or greater. No other application of vertical panels with retroreflectivity less than type VI will be permitted.

Vertical panels with a minimum type VI retroreflectivity and six inch (6'') stripe may be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures and intermediate-term stationary lane closures. They can be used for lane closures lasting three (3) days and with Engineer approval up to seven (7) days. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers.

D. Cones

1. Design:

All cones shall be a minimum of twenty-eight inches ($\geq 28''$) in height regardless of application and shall meet the requirements of the MUTCD (6F.64).

Retroreflectivity may be deleted from all cones.

2. Application

On interstate cones shall be prohibited. On all other routes cones may only be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers. The use of cones for nighttime work will not be permitted. Cones shall not be stored or allowed to be visible on the worksite during nighttime.

Cones may be used for daytime flagging operations including tapers at flagging stations.

E. Barricades

1. Design

Type 3 barricades shall meet the minimum requirements of the MUTCD (6F.68). The Contractor has the option of choosing Type 3 barricades from the QPL-34 or the Contractor may utilize generic barricades that are approved by the Federal Highway Administration (FHWA). When barricades have been specifically crash tested with signs attached, the contractor has the responsibility to attach the signs as per the manufacturer's recommendations to ensure crashworthiness. If the barricades were not tested with the signs, crashworthy compliance may require that rigid signs be mounted separate from the Type 3 barricade.

The use of Type 1 and Type 2 barricades will not be permitted.

2. Application

Type 3 barricades shall be placed as required by the plans, the Standards, and as directed by the Engineer.

When a barricade is placed so that it is subject to side impact from a vehicle, a drum shall be placed at the side of the barricade to add target value to the barricade.

F. Warning Lights

1. Design

All warning lights shall meet the requirements of the MUTCD (6F.83).

2. Application:

- a. Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.
- b. Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.

150.2.05 Flashing Beacon

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of Section 647.

150.2.06 Guardrail

Guardrail shall comply with Section 641 Guardrail and the guardrail standards.

When the removal and installation of guardrail is required, as a part of the work, the following time restrictions shall apply unless modified by the special conditions:

From the time that the existing guardrail or temporary positive barrier protection is removed, the Contractor has fourteen (14) days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty feet (20'). The guardrail blunt end is to be treated as a fix object and shall be projected. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 2000 linear feet of existing rail or the total length of one run of existing rail, whichever is less. Based on existing field conditions, the Engineer may review the work and require that the guardrail be installed earlier than the maximum time allowed.

The contractor shall install new guardrail, such that traffic exposure to fixed objects is minimized. Within the same workday, temporary attenuators, as defined in Subsection 150.2.10, should be installed on the approach to fixed objects that can't be protected with guardrail. Truck mounted attenuators may be used to shield exposed fixed objects for periods not to exceed fourteen (14) days. No separate payment will be made for truck mounted attenuators, attenuators, or other methods unless provided for in the contract.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the directional flow of traffic. Should the staging of the work require that the lap of the guardrail be changed, this work shall be completed before the roadway is opened to traffic. The work to change the lap of any guardrail shall be included in Traffic Control-Lump Sum.

The laps on anchors shall be in accordance with the manufacture's recommendations and installation instructions. As a result, a trailing anchor may be lapped opposing the flow of traffic.

Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under Subsection 150.5.01.

150.2.07 Interim Signs

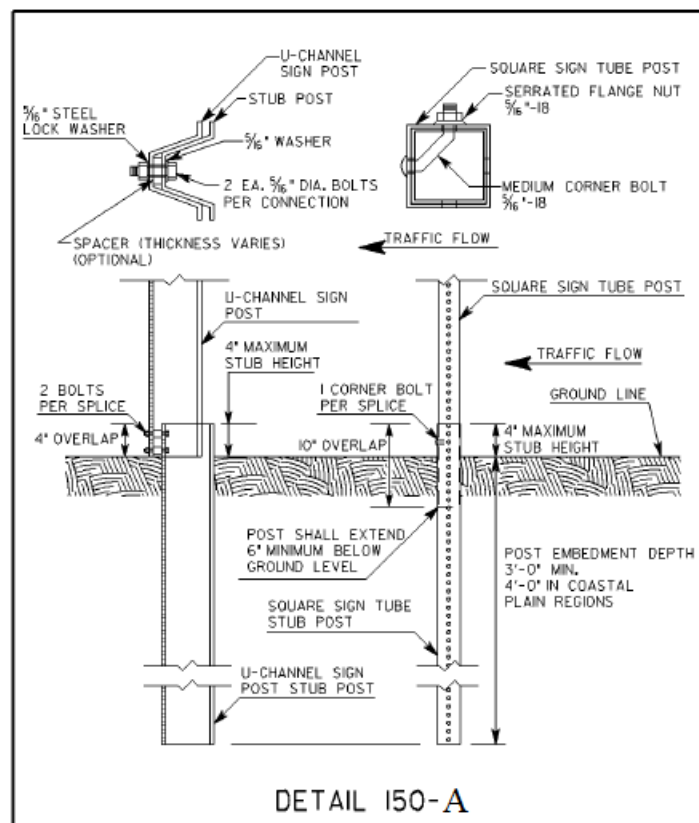
A. Posts

Permanent mounting height to the bottom of sign shall be seven (7) feet – eight (8) feet measured vertically from the bottom of the sign to the elevation of the near edge of the pavement or from the walkway. Posts for all interim signs should be square tubular post meeting the requirements of Section 911, QPL-35, and Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail). Ground mounted sign(s) greater than 48" wide shall be mounted on two posts. For barrier mounted sign, single post mount is allowed.

The post(s) shall not extend beyond the top of the sign(s). The sign(s) shall be substantially plumbed and leveled.

Galvanized U-Channel post can be used in lieu of square tubular posts until December 31, 2019. The U-Channel post shall meet the requirements of Section 911. Ground mounted sign(s) greater than nine (9) square feet shall be mounted on two posts. All posts replaced or installed on or after January 01, 2020 shall be square tubular posts.

Unprotected interim posts shall be spliced as shown in Detail 150-A, unless full length unspliced posts are used. Unprotected post splices will not be permitted any higher than four inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle. Installation of posts may require establishment of openings in existing pavements, islands, shoulders etc.



B. Sign Blanks and Panels

All TTC sign blanks and panels should conform to Section 912 of the Specifications. Alternative sign blank materials (composites, polycarbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Testing for use as interim construction signs before these materials are allowed to be incorporated into the work, unless these rigid sign blanks are currently approved as a crashworthy sign blank material under QPL 34.

Unless specified elsewhere in the contract, specifications, plans, and/or directed by the Engineer, sign sizes are according to the following:

1. All construction signs sizes should follow the dimensions provide in MUTCD Table 6F-1 “Temporary traffic Control Zone Sign and Plaque Sizes” under the column for “Freeway or Expressway”.
2. For all other signs used just for staging, the sign sizes should follow the dimensions provide in MUTCD Table 2B-1 “Regulatory Sign and Plaque Sizes” for the largest size.
3. Permanent signs used for staging shall be according to plans.

Plywood blanks or panels will not be permitted.

The use of flexible signs will not be permitted.

For utility work not included in the contract, the utility contractor may use flexible signs within the project limits.

150.2.08 Pavement Markings

All temporary traffic striping shall conform to the requirements of Section 652, Section 653, Section 657, Section 658, Section 659, and QPL-46.

A. All Traffic Striping for 45 Days or Less (≤ 45 Days)

All traffic striping that will be in place for 45 days or less shall be 4 inches or greater in width.

B. All Temporary Striping Beyond 45 days (> 45 Days)

All traffic striping applied on intermediate surfaces shall be a minimum 5 inches in width or as shown on plans. On final surfaces when temporary striping will be overlaid or eradicated, the temporary striping shall be a minimum 5 inches in width.

C. All Temporary Traffic Striping on Final Surface

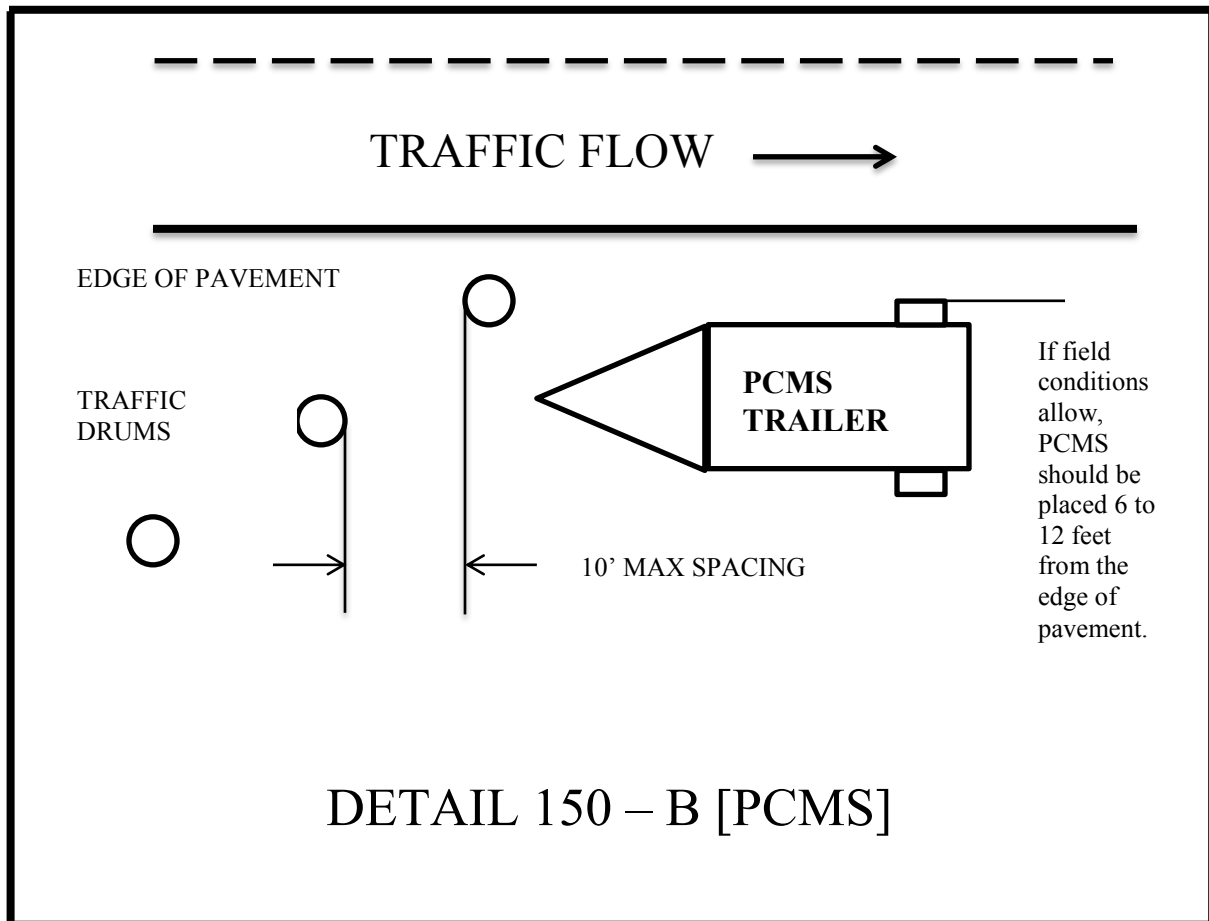
All temporary traffic striping applied to final surfaces which will not be overlay or grinded may be 4 inches in width or as shown on the plans.

150.2.09 Portable Changeable Message Signs

Unless specified as a paid item in the contract, the use of a portable changeable message sign will not be required. When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of Section 632, MUTCD (6F.60) and be on QPL-82. The maximum amount of messages allowed to be flashed on one PCMS is two phases (flashes). The language and the timing of the messages shall comply with the MUTCD and Section 632. When used as an advanced device, the PCMS should typically be placed ahead of the construction activities. If the PCMS is used as a substitute for another device, then the requirements for the other device apply.

Any PCMS in use, which is not protected by positive barrier protection, shall be delineated by a minimum of three drums that meet the requirement of Subsection 150.2.04.B. The drum spacing shall not exceed a maximum of ten

(10') feet as shown in Detail 150-B. When the PCMS is within twenty (20') feet of the opposing traffic flow, the trailing end of the PCMS shall be delineated with a minimum of three drums spaced in the same manner as the approach side of the PCMS.



When not in use, the PCMS shall be removed from the roadway, unless protected by positive barrier protection. If the PCMS is protected by positive barrier protection, the sign panel shall be turned away from traffic when not in use.

150.2.10 Portable Impact Attenuators

This work consists of the furnishing (including spare parts), installation, maintenance, relocation, reuse as required, and removal of Portable Impact Attenuator Units/Arrays.

Portable Impact Attenuator Unit/Arrays installation shall conform to the requirements of Section 648, Manufacturer's recommendations and Georgia Standard 4960 "Temporary Barrier (End Treatment Options)" and shall be installed at locations designated by the Engineer, and/or as shown on the plans. When gating

attenuators are used, the contractor shall maintain the appropriate recovery area in accordance with the manufacturers' recommendations.

Generic sand/water loaded modules are prohibited. Manufacturers' sand/water loaded modules with specific arrays that have been NCHRP 350/MASH approved can be used in appropriate locations.

The test level of protection provided shall equal or exceed the speed limit. Test level 3 shall be used for forty-five (45) mph or above.

150.2.11 Portable Temporary Traffic Control Signals

The use of Portable Temporary Traffic Control Signals shall meet the following minimum requirements:

Only two-lane, two-way roadways will be allowed to utilize Portable Temporary Traffic Control Signals.

All portable traffic control signals shall meet the physical display and operational requirements of conventional traffic signals described in the MUTCD.

Each signal face shall have at least three lenses. The lenses shall be red, yellow, or green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter.

A minimum of two signal faces shall face each direction of traffic. A minimum of one signal head shall be suspended over the roadway travel lane in a manner that will allow the bottom of the signal head housing to be not less than seventeen (17') feet above and not more than nineteen (19') feet above the pavement grade at the center of the travel lane. The second signal head may be located over the travel lane with the same height requirements or the second signal head may be located on the shoulder. When the signal head is located on the shoulder, the bottom of the signal head housing shall be at least eight (8') feet but not more than (15') feet above the pavement grade at the center of highway.

Advance warning signage and appropriate pavement markings shall be installed as part of the temporary signal operation.

The signals shall be operated in a manner consistent with traffic requirements. The signals may be operated in timed-mode or in a vehicle-actuated mode. The signals shall be interconnected in a manner to ensure that conflicting movements cannot occur. To ensure that the appropriate operating pattern, including timing is displayed to the traveling public, regular inspections, including the use of accurate timing devices shall be made by the Worksite Traffic Control Supervisor. If, at any time, any part of the system fails to operate within these requirements then the use of the signal shall be suspended and the appropriate flagging operation shall begin immediately.

The Worksite Traffic Control Supervisor (WTCS) shall continuously monitor the portable traffic control signal to insure compliance with the requirements for maintenance under the MUTCD. The signal shall be maintained in a manner consistent with the intention of the MUTCD, with emphasis on cleaning of the optical system. Timing changes shall be made only by the WTCS. The WTCS shall keep a written record of all timing changes.

The portable temporary signal shall have two power sources and shall be capable of running for seven calendar days continuously.

The Contractor shall have an alternate temporary traffic control plan in the event of failure of the signal.

150.2.12 Raised Pavement Markers

Raised pavement markers (RPMs) shall meet the requirements of Section 654 and QPL-76.

150.2.13 Rumble Strips

Rumble strips incorporated into the work shall meet the requirements of Section 429 and the MUTCD. Existing rumble strips that are positioned in the traveled way to warn traffic of a stop condition shall be reinstalled prior to opening to traffic. Based on the following requirements:

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have rumble strips reinstalled on the traveled way in the area of a stop condition. Non-refundable deductions in accordance with Subsection 150.5.01 will be assessed for any intermediate surface in place for greater than 45 days without rumble strips.

Rumble strips shall be installed on the final surface within fourteen (14) calendar days of the placement of the final surface in the area of the stop condition. Failure to install within fourteen (14) calendar days will result in assessment of non-refundable deductions in accordance with Subsection 150.5.01.

Prior to the removal of any rumble strips located in the travel lane, stop ahead (W3-1) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of 48 inches by 48 inches. These warning signs shall remain in place until the rumble strips have been reinstalled on the traveled way. Any existing warning signs for the stop ahead condition shall be removed or covered while the 48" X 48" (W3-1) signs are in place. When the rumble strips have been reinstalled, these warning signs should be promptly removed and any existing signage placed back in service.

150.2.14 Temporary Barriers

A. Design:

Temporary barriers shall meet the requirements of Sections 620. The lengths of advancement should be in accordance with Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, and Fill Height Embankment". The approach end of the taper should have 10:1 or flatter ground slope. Temporary barriers shall not be used as a channelization device. Their use is in accordance with MUTCD (6F.85).

B. Application:

Temporary barriers shall be placed as required by the plans, standards, and as directed by the Engineer. When Temporary barrier is located twenty feet ($\leq 20'$) or less from a travel lane, yellow reflectors shall be fixed to the top of the barrier at intervals not greater than forty feet ($\leq 40'$) in the longitudinal section and twenty feet ($20'$) in the taper section and shall be mounted approximately two inches ($2''$) above the barrier. If both lanes of a two-lane two-way roadway are within twenty feet ($\leq 20'$) or less of the barrier then the reflectors shall be installed for both directions of traffic.

The reflectors shall be hundred (100) square inches (ASTM Type VII or VIII/ Type XI) reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gaps in the barrier sections.

Approach end of Temporary barrier shall be protected according to Georgia Standard 4960 “Temporary Barrier (End Treatment Options)” or by a portable impact attenuator.

On interstates or other controlled access highways where lane shifts or crossovers cause opposing traffic to be separated by less than forty feet (<40’), portable barrier should be used as a separator.

150.2.15 Temporary Guardrail Anchorage- Type 12

This work consists of the furnishing, installation, maintenance and removal of Temporary Guardrail Anchorage- Type 12 used for Portable Barrier or temporary guardrail end treatment. Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of Section 641 of the Specifications and current Georgia Standards and may be new or used. Materials salvaged from the Project, which meet the requirements of Standards, may be utilized if available. The use of any salvaged materials will require prior approval of the Engineer.

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and Section 641 of the Specifications. Installation shall also include sufficient additional guardrail and appurtenances to effect the transition and connection to Temporary Concrete Barrier as required by the details in Georgia Standard 4960 “Temporary Barrier (End Treatment Options)”.

150.2.16 Temporary Traffic Signals

Temporary traffic signals shall meet the requirements of Section 647 and the MUTCD.

150.3 Construction Requirements

150.3.01 General

A. Implementation Requirements

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When any shift or change is made to the location of traffic or to the flow patterns of traffic, including pedestrian traffic, the permanent safety features shall be installed and fully operational before making the change. If staging or site conditions prevent the installation of permanent features then the equivalent interim devices shall be utilized. This work shall also include any necessary removal and reinstallation of guardrail panels to achieve the required panel lap to accommodate the appropriate shift and traffic flow including the final traffic flow configuration. The cost of performing this work shall be included in Traffic Control-Lump Sum.

Any section of the work that is on a new location shall have all permanent safety features installed and fully operational before the work is opened to traffic. Safety features shall include, but are not limited to the following items:

- 1) Guardrails including anchors and delineation with properly lapped panels
- 2) Impact attenuators
- 3) Traffic signals
- 4) Warning devices
- 5) Pavement markings including words, symbols, stop bars, and crosswalks
- 6) Roadway signs including regulatory, warning, and guide

Outdoor lighting shall be considered as a safety feature for welcome centers, rest areas, and weigh station projects. For typical roadway type projects, new street lighting is not considered a safety feature, unless specifically noted in the plans or in the special conditions.

B. Maintenance of Traffic Control Devices

Traffic control devices shall be in acceptable condition when first erected on the project and shall be maintained in accordance with Section 104, throughout the construction period. All unacceptable traffic control devices shall be replaced within twenty-four (24) hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic. All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

C. Traffic Interruption Restrictions

The Department reserves the right to restrict construction operations when, in the opinion of the Engineer, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Engineer deems that conditions are unfavorable for continuing the Work.

Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management - No advanced notice required

Threatening/Inclement weather – twenty-four (24) hours

Holiday, sporting events, unfavorable conditions - Three (3) calendar days

If the work is suspended, the Contractor may submit a request for additional contract time as allowed under Section 108. The Department will review the request and may grant additional contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, rental of equipment or delays to the Contractor's schedule will not be considered for payment. Additional contract time will be the only consideration granted to the Contractor.

D. Work Zone Restrictions

1. Interstate

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance.

2. Non-Interstate Divided Highways

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile distance in rural areas or at least 500 feet of distance in urban areas.

3. Non-Divided Highways

- a. The Contractor should not simultaneously perform work on opposite sides of the roadway when the work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.
- b. On two-lane projects where full width sections of the existing subgrade, base or surfacing are to be removed, and new base, subgrade, or surfacing are to be constructed, the Contractor should maintain one-lane traffic through the construction area by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement should be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday or before opening all the roadway to traffic.

E. Work Zone Geometric Restrictions

There should be no reduction in the total number of available traffic lanes including turning lanes that existed prior to construction, except as specifically allowed by the Contract and as approved by the Engineer.

Travel lane Clearances: All portions of the work should maintain the following minimum requirements:

Horizontal: The combined dimensions of the paved shoulder and the roadway surface remaining outside the Work Zone should be no less than sixteen feet ($\geq 16'$) in width at any location.

Vertical: The overhead clearance should not be reduced to less than fifteen feet ($\geq 15'$) at any location.

The restrictions above apply to all shifts, lane closures, on-site detours and off-site detours whether shown in the contract or proposed by the Contractor. It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work. Two-lane, two-way roadways may have temporary horizontal restrictions of less than sixteen feet ($\geq 16'$) during flagging operations. The minimum horizontal clearance should be restored before the flagging operation is removed.

F. Clear Zone

At the end of the workday, all equipment, materials, and TTC devices not in use should be moved out of the clear zone or behind positive protection. The clear zone is defined by Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment". For urban roadway with curb, the minimum set back is six (6') feet from the curb face. If stored behind positive protection, proper lengths of advancement should be maintained. If stored behind guardrail the items shall be a minimum five feet ($\geq 5'$) from the face of the guardrail and not in the recovery zone of the anchor.

The Worksite Traffic Control Supervisor (WTCS) shall monitor the work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the travel lane.

G. Milled Surface Restrictions

Unless modified by the special conditions, a milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds thirty (> 30) calendar days.

H. Construction Vehicles

The Contractor's vehicles shall travel in the direction of normal roadway traffic and shall not reverse direction except at intersections, interchanges, or approved temporary crossings. The Contractor may submit a plan requesting that construction traffic be allowed to travel in the opposite direction of normal traffic when it would be desirable to modify traffic patterns to accommodate specific construction activities.

Prior approval of the Engineer shall be obtained before any construction traffic is allowed to travel in a reverse direction. If the Contractor's submittal is approved, the construction traffic shall be separated from normal traffic by appropriate traffic control devices.

The parking of Contractor's and/or workers' personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the Worksite Traffic Control Supervisor to ensure that any vehicle present at the worksite is necessary for the completion of the work.

I. Environmental Impacts

The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties.

J. Existing Street Lights

Existing street lighting shall remain lighted as long as practical and until removal is approved by the Engineer.

K. Nighttime Work Lighting

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

L. Removal/Reinstallation of Miscellaneous Items

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by specific pay item, they shall be removed, stored and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.

150.3.02 Personnel – Worker Safety Apparel

In accordance with MUTCD (6D.03) all workers, within the right-of-way who are exposed either to traffic or to work vehicles and construction equipment within the TTC zone, shall wear high-visibility safety apparel that meets the Performance Class 2 or better.

150.3.03 Signage - General

A. Signing Requirements of the Temporary Traffic Control (TTC) Plan

When existing regulatory, warning or guide signs are required for proper traffic and pedestrian control, the Contractor shall maintain these signs in accordance with the temporary traffic control (TTC) plan. The Contractor shall review the status of all existing signs, interim signs added to the work, and permanent sign installations that are part of the work to eliminate any conflicting or non-applicable signage in the TTC Plan. The Contractor's review of all signs in the TTC Plan shall establish compliance with the requirements of the MUTCD and Section 150. Any conflicts shall be reported to the Engineer immediately and the WTCS shall take the necessary measures to eliminate the conflict.

The Contractor shall make every effort to eliminate the use of interim signs as soon as the Work allows for the installation of permanent signs.

All existing illuminated signs shall remain lighted and be maintained by the Contractor.

Existing street name signs shall be maintained at street intersections.

B. Conflicting or Non-Applicable Signs

Any sign(s) or portions of a sign(s) that are not applicable to the TTC plan shall be covered so as not to be visible to traffic or shall be removed from the roadway when not in use. The WTCS shall review all traffic shifts and changes in the traffic patterns to ensure that all conflicting signs have been removed. The review shall confirm that the highest priority signs have been installed and that signs of lesser significance are not interfering with the visibility of the high priority signs. High priority signs include signs for road closures, shifts, detours, lane closures and curves. Any signs, such as speed zones and speed limits, passing zones, littering fines and litter pick up, that reference activities that are not applicable due to the presence of the Work shall be removed, stored and reinstalled when the Work is completed.

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under Subsection 150.5.01.

C. Removal of Existing Signs and Supports

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be stored and protected if this material will be required later in the work as part of the TTC plan. If the signs are not to be utilized in the work then the signs will become the property of the Contractor unless otherwise specified in the contract documents.

D. Interim Guide, Warning and Regulatory Signs

Interim guide, warning, or regulatory signs required to direct traffic and pedestrians shall be furnished, installed, reused, and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, Special Conditions, or as directed by the Engineer. These signs shall remain the property of the Contractor. When the signs are used for long-term stationary operations as defined MUTCD (6G.02), the bottom of all interim signs shall be mounted seven feet (7') to eight feet (8') above the level of the pavement edge or sidewalk. The signs offset should be six feet (6') to twelve feet (12') from the pavement edge or two feet ($\geq 2'$) minimum for sidewalks according to MUTCD (6F-1). Special Conditions under Subsection 150.6 may modify this requirement.

Portable signs may be used when the duration of the work is less than three (3) days or as allowed by the special conditions in Subsection 150.6. Portable signs shall be used for all punch list work. Portable interim signs shall be mounted a minimum of one foot ($\leq 1'$) above the level of the pavement edge for directional traffic of two (2) lanes or less and at seven feet (7') for directional traffic of three (3) or more lanes according to MUTCD (6F-2). Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements.

All sign blanks shall be rigid whether the sign is mounted as a portable sign, on a Type III barricade or as a permanent mount height sign. Utilities and their subcontractors working in the project limits, and not included in the project contract, may use non-rigid signs.

E. Existing Special Guide Signs

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of Subsection 150.3.E.2. Differing legend designs shall not be mixed in the same sign.

1. Special Guide Signs

Special guide signs are those expressway or freeway guide signs that are designed with message content (legend) that applies to a particular roadway location. When an existing special guide sign is in conflict with work to be performed, the Contractor shall remove the conflicting sign and reset it in a new, non-conflicting location which has been approved by the Engineer.

2. Interim Special Guide Signs

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Part 2E "Guide Signs – Freeway and Expressway" of the MUTCD. All interstate shields on these signs shall be 48 inches and 60 inches for two-numeral and three-numeral routes, respectively.

The road name of the exit or route shield shall be placed on the exit gore sign.

3. Interim Overhead Guide Sign Structures

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required, the sign shall be lighted as soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desire connection to the power source.

4. Permanent Special Guide Signs

The installation of new permanent special guide signs and the permanent modification or resetting of existing special guide signs, when included in the contract, shall be accomplished as soon as practical to minimize the use of interim special guide signs. If lighting is required by the Plans, all new permanent overhead special guide signs shall be lighted as soon as erected.

F. Stop Sign Regulated Intersections

For intersections that utilize stop sign(s) to control the flow of traffic and to restrict the movement of vehicles, the stop sign(s) shall be maintained for the duration of the work or until such time that the stop condition is eliminated or until an interim or permanent traffic signal can be installed to provide proper traffic control. The traffic signal shall be installed and properly functioning before the removal of the existing stop sign(s) is permitted. If the existing intersection is enhanced traffic control features, such as stop lines, double indicated stop signs, oversized signs, advanced warning stop ahead signs, rumble strips on the approaches or flashing beacons located overhead or on the shoulders then these features shall be maintained for the duration of the project or until the permanent traffic control plan has been implemented.

Whenever the staging of the work requires that the traveled way be relocated or realigned the Contractor shall reinstall all enhanced traffic control features noted above on the newly constructed sections of the work. The cost of relocating the stop lines, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Traffic Control - Lump Sum unless individual pay items are included in the contract for rumble strips and/or flashing beacons. When pay items are included in the contract for rumble strips or flashing beacons then these items will be paid per each.

When staging requires the relocation or realignment of an existing stop condition, it may be necessary to consider the addition of enhanced traffic control features even though none existed at the original location. Horizontal and vertical alignment changes at a new location may have decreased or restricted sight distance or the stop condition may occur sooner than in the previous alignment. If these conditions occur, then the Engineer and/or the WTCS should consider additional measures to enhance the motorist's awareness of the changes even though the staging plans may not address enhanced features. Stop signs should be a minimum of 36 inches for interim situations. The use of 48 inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two weeks unless unusual or site specific conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s) may be appropriate during the same period that the flags are in use to increase attention.

The use of rumble strips and/or portable changeable message signs may be considered. The use of new rumble strips, where none previously existed, shall have the prior approval of District Traffic Operations before being included as part of the temporary traffic control plan. The message(s) displayed on any PCMS shall have the prior approval of the Engineer and the message(s) shall be included as part of the TTC plan for the interim staging.

The placement of any additional interim ground mounted signs and posts or stop lines shall be considered as incidental to the price bid for Traffic Control - Lump Sum. The installation of rumble strips, flashing beacons or the use of Portable Changeable Message Signs (PCMS) shall be considered as Extra Work unless pay items are included in the contract.

G. Low Shoulder Signage

1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects

"Low Shoulder" (W8-9) signs shall be erected when a difference in elevation less than four ($< 4'$) feet from the traveled way, exceeds one inch ($> 1"$) but does not exceed three inches ($\leq 3"$) between the travel lane and any type of shoulder.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Low" signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be fluorescent orange with black borders.

2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project

“Shoulder Drop-Off” (W8-17) signs shall be used when a difference in elevation, less than four feet ($< 4'$) from the traveled way, exceeds three inches ($> 3''$) and is not protected by positive barrier protection. These warning signs shall be placed in advance of the drop-off.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The “Shoulder Drop-Off” signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained, and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be black borders on fluorescent orange background.

H. Bump Signage

A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation of three quarters ($\geq 3/4''$) of an inch or greater in depth with no horizontal taper to ramp the traffic from one elevation to the other. This condition typically occurs at approach slabs during pavement milling operations and at transverse joints in asphaltic pavement lifts. Other conditions include utility and storm drainage repairs that require concrete placement for patching and/or steel plating.

The W8-1 sign shall be placed sufficiently in advance to warn the motorist of the condition.

I. Sign Visibility

All existing, interim and new permanent signs shall be installed so as to be completely visible and legible for an advance distance in compliance with the MUTCD. Any clearing required for maintaining the line of sight to existing, interim or permanent signs shall be done as part of the requirements of the TTC plan. The clearing shall include any advance warning signs, both interim and permanent, that are installed as a part of the work including advance warning signs that are installed outside the limits of the project. Limbs, brush, construction equipment and materials shall be kept clear of the driver's line of sight to all signs that are part of the TTC plan.

150.3.04 Advance Warning Signs

A. Project Signs - All Type of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part 6 of the MUTCD and shall include a series of at least three advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

At grade intersecting roadways and on-ramps shall be signed with a minimum of one ROAD WORK AHEAD sign.

When work terminates at a “T” intersection, a minimum of one “ROAD WORK AHEAD” sign shall be placed in advance of the intersection and one “END ROAD WORK” sign shall be placed at the termination end of the intersection. Field conditions may require the use of additional warning signage.

1. State Routes

Advanced Warning Signs on State Routes shall be a minimum dimension of forty-eight inches by forty-eight inches (48" x 48"). When a State Route intersects a project which consists of adding travel lanes, reconstructing an existing roadway or new location work, the State Route approaches shall have a

minimum of three (W20-1) advanced warning signs (1500 ft., 1000 ft., 500 ft.). The termination end of an intersecting State Route shall have END ROAD WORK signage.

The W20-1 signs shall be placed at the termini of the project or sufficiently in advance of the termini to allow for lane shifts, lane closures and other activities which may also require advanced warning signs. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

The length of a work zone should be held to the minimum length required to accomplish the work. If a project has multiple individual worksites within the overall limits of the project, each site should be signed individually if the advance warning signs for each site can be installed without overlapping an adjacent worksite. As soon as the work is completed at any individual site, the warning signs shall be removed from that site. Clean-up work and punch list work shall be performed with portable signage.

Project mileage indicated on the G20-1 sign shall be the actual project mileage rounded up to the nearest whole mile. Projects less than two (< 2) miles in length or individual worksites that are part of a multiple worksite project may delete this sign. The G20-1 sign shall be forty-eight inches by twenty-four inches (48" x 24") and the G20-2 sign shall be forty-eight inches by twenty-four inches (48" x 24").

2. Interstate, Limited Access and Multilane Divided Highways

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multi-lane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the half (1/2) mile, one (1) mile and two (2) mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is fifty (\leq 50) mph or less, the one-half (1/2) mile, one (1) mile and two (2) mile signs should be eliminated especially in urban areas.

The W20-1 advance warning signs for ROAD WORK 500 FEET; 1000 FEET; and 1500 FEET shall be temporarily covered when work involving the advanced warning signs for lane shifts and lane closures overlap these signs. The ROAD WORK 1/2 MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES shall be in place when the 500, 1000 and 1500 foot signs are temporarily covered.

When the temporary traffic control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 should be eliminated.

3. Ramp Work on Limited Access Highways

The work zone shall not be signed for the entire length of the mainline of a limited access highway when only short individual worksites, interchange or ramp work is being performed.

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the acceleration/deceleration lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1: 1500 ft. /1000 ft. /500 ft.) shall be installed on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single forty-eight inches by forty-eight inches (48" x 48") "ROAD WORK AHEAD" (W20-1) with an "ON RAMP" plaque (W13-4p) sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the deceleration lane. Differences in elevation shall be in compliance with the requirements of Subsection 150.3.11 prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

B. Highway Work Zone

In accordance with Georgia Code, O.C.G.A. § 40-6-188, all sections or segments of the roadway under construction or reconstruction shall be signed as a Highway Work Zone except non-state highway two-lane two-way resurfacing projects. Two conditions can be applied to a Highway Work Zone. Condition 1 is when no reduction in the existing speed limit is required. Condition 2 is when worksite conditions require a reduction of the speed limit through the designated Work Zone. Properly marking a Highway Work Zone shall include the following minimum requirements:

1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone

- a. Signage shall be posted at the beginning point of the Highway Work Zone warning the traveling public that increased penalties for speeding violations are in effect. The beginning point of Highway Work Zone is at the project limits, start of work zone, or at the start of the first taper. The HWZ-2 sign shall be placed a minimum of 600 feet in advance of the Highway Work Zone and shall not be placed more than 1000 feet in advance of the Work Zone. If no speed reduction is required, it is recommended that the HWZ-2 be placed at 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.

HWZ-2 signs shall be placed at intervals not to exceed one mile for the length of the project. HWZ-2 signs should be placed on the mainline after all major intersections except State Routes. State Routes shall be signed as per the requirements for intersecting roadways below.

- b. The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.
- c. Intersecting state routes shall be signed in advance of each intersection with the Work Zone with a HWZ-2 sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with HWZ-2 signs. As soon as the work operation clears the intersection, the signage may be removed.
- d. Sign HWZ-3 shall be posted at the end of the Highway Work Zone indicating the end of the zone and indicating that increased penalties for speeding violations are no longer in effect.
- e. When a designated Highway Work Zone is no longer necessary, all signs shall be removed immediately.

2. Reducing the Speed Limit in a Highway Work Zone

Highway Work Zone signs shall be posted as required in Condition 1 above in accordance with Detail 150-C.

A “Reduce Speed Limit Ahead” (W3-5) sign shall be posted 600 feet prior to the reduced speed limit.

Then a “Speed Limit” signage (R2-1) for the reduced speed limit shall be erected at the beginning of the work zone. Additional signs shall be placed at whichever is least:

- a. on non-interstate roads after every junction with a numbered (state or U.S.) route.
- b. on interstates entrance ramp 1,500 feet from the end of the entrance taper. Detail 150-D
- c. on non-interstate and interstate a maximum spacing of no greater than one (1) mile apart.

On multi-lane divided highways, the speed limit signs shall be double indicated when the reduced speed is in use.

Additional signs may be necessary to adjust for actual field conditions.

For limited access (interstate) highways and controlled access multi-lane divided highways, the posted speed limit shall be reduced as required below.

When any one or more of the following conditions exist and the existing speed limit is sixty-five (65) mph or seventy (70) mph, the speed limit shall be reduced by ten (10) mph. If the existing speed limit is sixty (60) mph, the speed limit should be reduced by five (5) mph. If the existing speed limit is fifty-five (≤ 55) mph or less, the Contractor can only reduce the speed limit with the prior approval of the Engineer. The reduction in the speed limit shall be no greater than ten (10) mph:

- a) Lane closure(s) of any type and any duration.
- b) The difference in elevation exceeds two inches ($> 2''$) adjacent to a travel lane as shown in Subsection 150.3.11, Detail 150-E, Detail 150-F.
- c) Any areas where equipment or workers are within ten feet (10') of a travel lane.
- d) Temporary portable concrete barriers located less than two feet (2') from the traveled way.
- e) As directed by the Engineer for conditions distinctive to this project.

When the above conditions are not present, the speed limit shall be immediately returned to the existing posted speed limit. A speed reduction shall not be put in place for the entire length of the project unless conditions warranting the speed reduction are present for the entire project length. All existing speed limit signs within the temporary speed reduction zone shall be covered or removed while the temporary reduction in the speed limit is in effect. All signs shall be erected to comply with the minimum requirements of the MUTCD.

At a minimum, the following records shall be kept by the WTCS:

- a) Identify the need for the reduction.
- b) Record the time of the installation and removal of the temporary reduction.
- c) Fully describe the location and limits of the reduced speed zone.
- d) Document any accident that occurs during the time of the reduction.

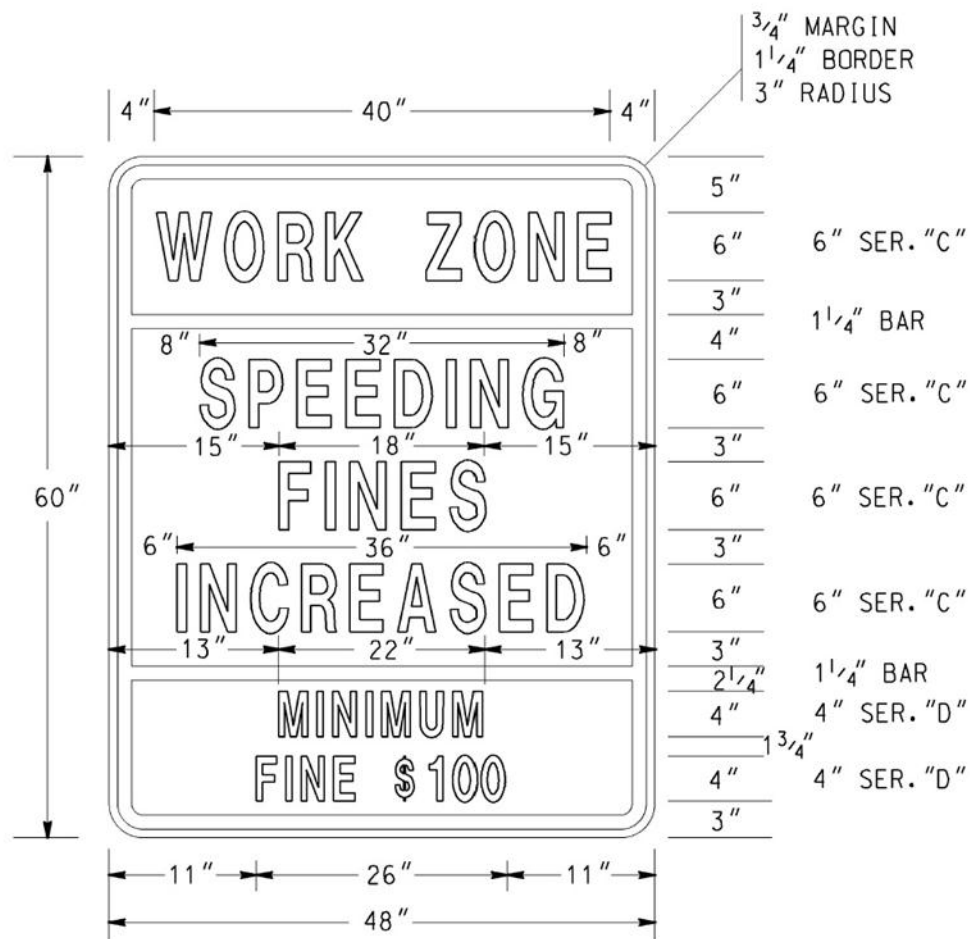
A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

When a pilot vehicle is used on a two-lane two-way roadway, the speed limit should not be reduced. For special conditions specific to the work, on two-lane two-way roadways or multi-lane highways, the contractor may reduce the posted speed limit with the prior approval of the Engineer.

3. Variable Speed Limit Zones

Projects that are within or extends into variable speed limit zones shall be posted according to condition 1 with HWZ-1, HWZ-2, and HWZ-3 signs. No additional "speed limit" signs, (R2-1), shall be posted. Any reduction or increase in speed limits will be controlled by the normal operation of the variable speed limit system.

Upon request, a maximum speed limit of fifty-five (55) mph can be set for the project limits.



HWZ-2

COLORS TOP PANEL

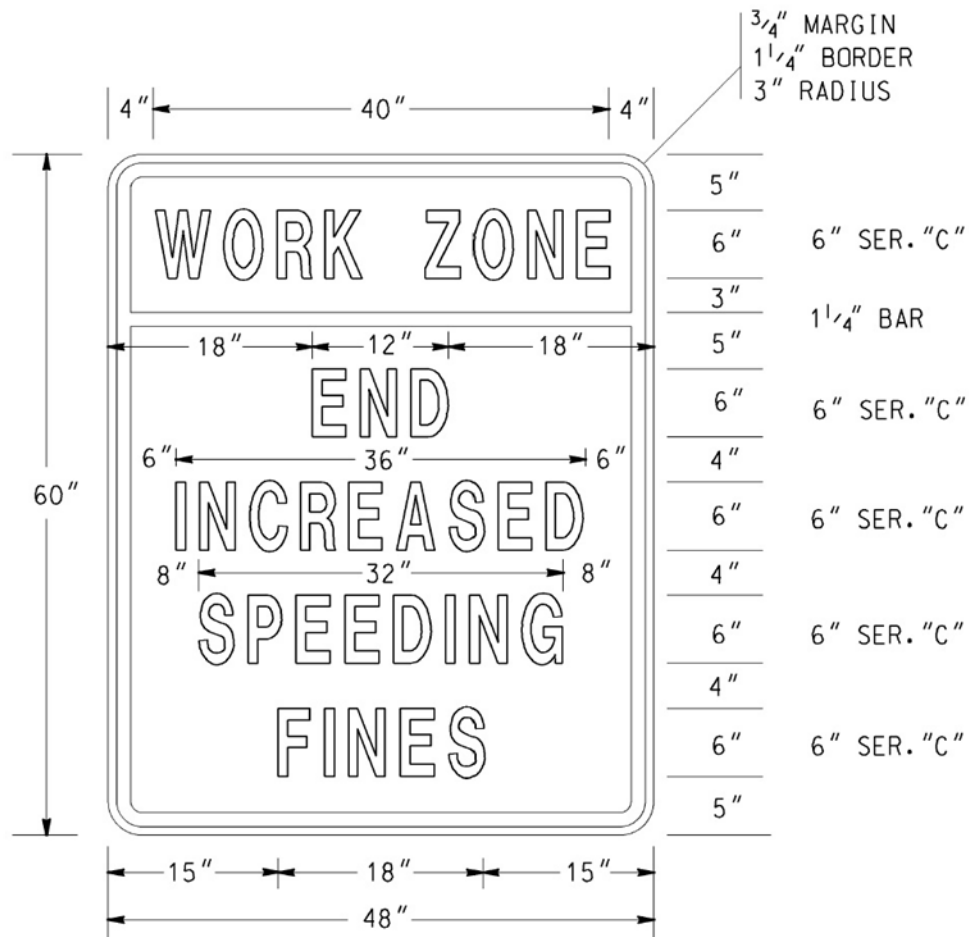
LEGEND & BORDER - BLACK (NON-REFL)
BACKGROUND - FLUORESENT ORANGE

MIDDLE & BOTTOM PANELS

LEGEND & BORDER - BLACK
BACKGROUND - WHITE

NOTES:

1. ALL HWZ-2 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-2 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.



HWZ-3

COLORS

TOP PANEL

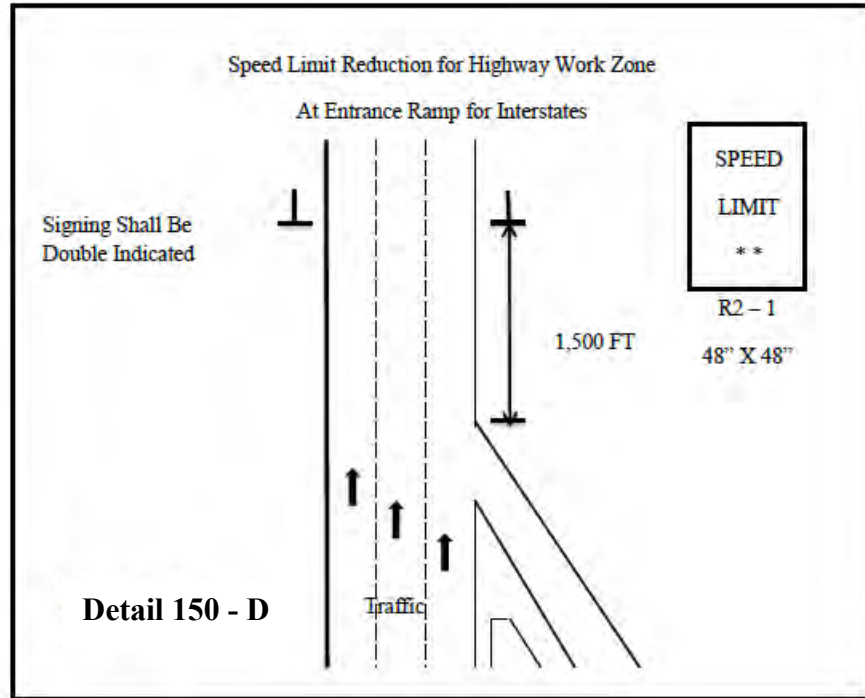
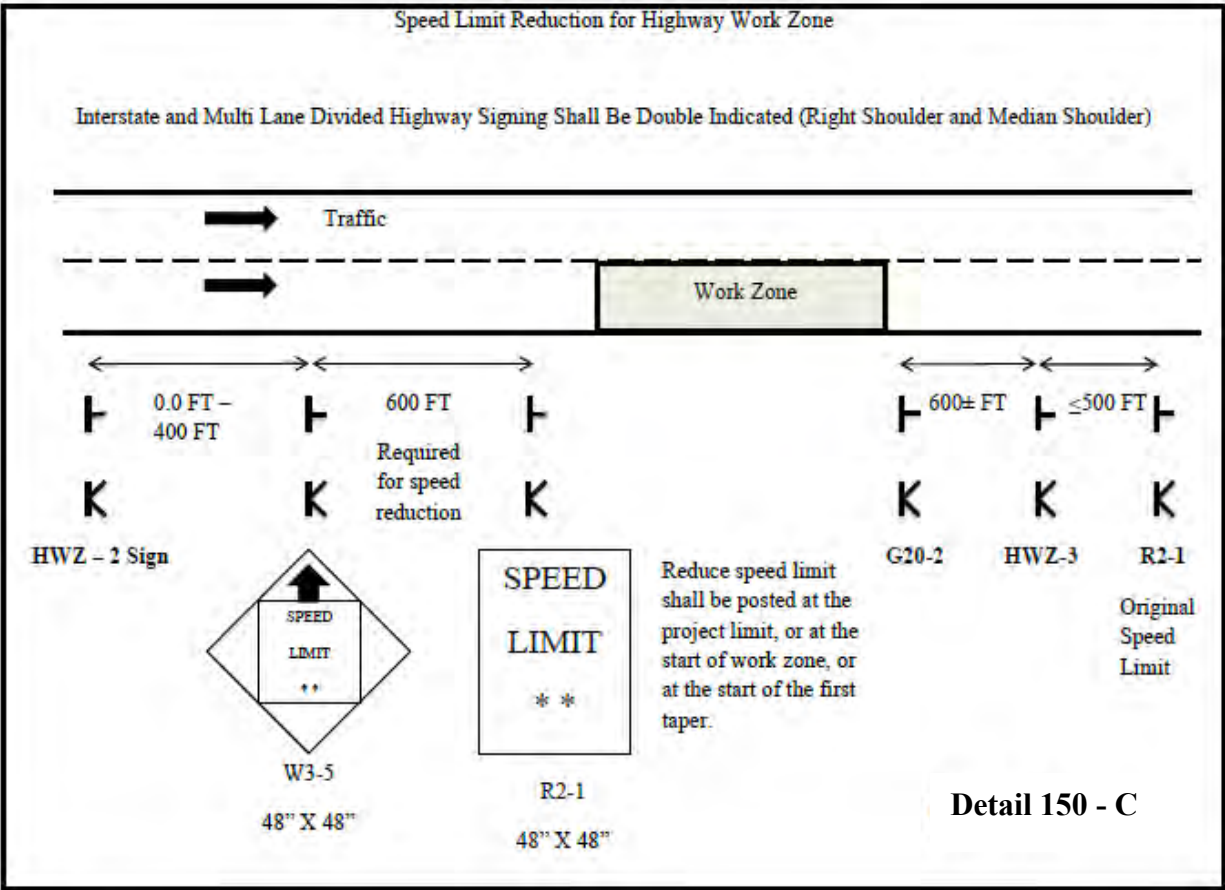
LEGEND & BORDER - BLACK (NON-REFL)
BACKGROUND - FLUORESENT ORANGE

BOTTOM PANEL

LEGEND & BORDER - BLACK (NON-REFL)
BACKGROUND - WHITE

NOTES:

1. ALL HWZ-3 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-3 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.



C. Installation/Removal of Work Area Signage

No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven (≤ 7) calendar days after beginning installation.

All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate, shall be removed or covered.

All construction warning signs shall be removed within seven (≤ 7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (> 10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

PUNCH LIST WORK: Portable signs shall be utilized to accomplish the completion of all punch list items. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the punch list work except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the punch list work is in progress.

Failure to promptly remove the construction warning signs within the seven (7) calendar days after the completion of the Work or failure to remove or cover signs when work is suspended for short periods of time shall be considered as non-performance under Subsection 150.5.01.

150.3.05 Shoulder/Lane Closures

A. Approval/Restrictions

All shoulder closures and lane closures of any type or duration shall have the prior approval of the Engineer.

1. Closure Length

The length of a shoulder closure and a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of the closure based upon field conditions; however, the length of a work zone should be held to the minimum length required to accomplish the Work. Shoulder closure and Lane Closures shall not be spaced closer than one mile. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

2. Duration

The first three (3) calendar days of any lane closure shall be signed and marked as per Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" or Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway". However, lane closures that exist for a duration longer than three (> 3) calendar days may be signed and marked as per the details in Georgia Standard 9121 "Tapers, Signs, and Markings for Passing Lanes", provided the prior approval of the Engineer is obtained. The approved lane drop shall utilize only the signs and markings shown for the termination end of the lane drop in Georgia Standard 9121. All warning signs in the lane

drop sequence shall be used. Drums may be substituted for the Type I Crystal Delineators at the same spacing.

B. Shoulder Closures

In accordance with MUTCD 6G.07, when paved shoulders, having a width of eight feet ($\geq 8'$) or more are closed, at least one (1) advance warning sign shall be used. The sign(s) should read SHOULDER CLOSED (W21-5a). The signs are only posted on the side with the shoulder closure. Where the downstream end of the shoulder closure extends beyond the distance that can be perceived by road users, a supplementary plaque bearing the message NEXT XX FEET (W16-4P) or MILES (W7-3aP) should be placed below the SHOULDER CLOSED (W21-5a) sign. These signs shall be placed 500 feet prior to the shoulder closure. For multi-shoulder closures, the Shoulder Closed sign shall be repeated after two (2) miles at 500 feet prior to the next shoulder closure.

A shoulder closure will require a shoulder taper of $(1/3) L$ (L =merging taper length). Traffic drums shall be used for the taper. Arrow boards are not required.

If positive barriers are used to close the shoulder, the taper and drums shall be in accordance with Standard 4960, Temporary Barrier (End Treatment Options). The approach end of the barrier taper should be 10:1 or flatter slope.

C. Lane Closure

1. Advance Warning Signs

The advance Warning signs shall be in accordance with MUTCD and Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" and Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway".

When the temporary traffic control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 and 9107 should be eliminated.

For Interstate, Limited Access and Multi-lane Divided Highways, an additional Portable Changeable Message Sign (PCMS) shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one (1) mile ahead. No other message shall be displayed on this PCMS. The PCMS shall be placed on the outside shoulder in accordance with Detail 150-B [PCMS]. This is in addition to the other traffic control devices required by Standard 9106.

At the discretion of the Engineer, the Contractor may start placing advance warning signs a half-hour (1/2 hr.) prior to the lane closure.

2. Transition Area – Taper

Drums shall be used on all transition tapers. If traffic drums with retroreflectivity of less than type VI are used for a merge taper that exists into the night, all drums located in the taper shall have, for the length of the taper only, a six inch (6") fluorescent orange (ASTM Type VI, VII, VIII, IX or X) reflectorized top stripe on each drum. The top six inch (6") stripe may be temporarily attached to the drum while in use in a taper. The Engineer may allow the fluorescent orange reflectorized six inch (6") top stripe on each drum in a merging taper to remain in place during daylight hours provided there is a lane closure(s) with a continuous operation that begins during one nighttime period and ends during another nighttime period. All drums that have the six inch (6") top stripe permanently attached shall not be used for any other conditions.

In accordance with MUTCD (6C.08), the minimum length for a merging taper for a lane closure on the travel way shall be as shown in Table 150-1:

TABLE 150-1

Posted Speed Limit, MPH	Lane Width 9 Feet	Lane Width 10 Feet	Lane Width 11 Feet	Lane Width 12 Feet	Maximum Drum Spacing in Tapers, (Feet)
Minimum Taper Length (L) in Feet					
20	60	70	75	80	20
25	95	105	115	125	25
30	135	150	165	180	30
35	185	205	225	245	35
40	240	270	295	320	40
45	405	450	495	540	45
50	450	500	550	600	50
55	495	550	605	660	55
60	540	600	660	720	60
65	585	650	715	780	65
70	630	700	770	840	70
75	675	750	825	900	75

If site conditions require a longer taper, then the taper shall be lengthened to fit particular individual situations.

The length of shifting tapers should be at least one-half (1/2) L.

Multiple Lane Closures:

- a. A maximum of one (1) lane at a time shall be closed with each merge taper.
- b. A minimum tangent length of two (≥ 2) L shall be installed between each individual lane closure taper. The tangent length is part of the transition area. Therefore, only traffic drums can be used in the tangent.

3. Activity Area

The activity area consists of a buffer and the work space. Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" states "Buffer zones of 300' minimum, 500' desirable are required for tangent sections and shall be increased for horizontal or vertical curves due to sight distance considerations"

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway" requires a fifty feet (50') buffer. The buffer shall be increased for horizontal or vertical curves due to sight distance considerations"

The channelization devices are spaced at a maximum of eighty feet (80').

4. Termination Area

Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" requires a 150 feet buffer and a minimum 200 feet downstream taper.

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway" requires 150 feet downstream taper.

D. Removal of Lane Closures

To provide the greatest possible convenience to the public in accordance with Section 107, the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer. All portable signs and portable sign mounting devices shall be removed from the roadway to an area which will not allow the sign to be visible and will not allow the sign or sign mounting device to be impacted by traffic. All devices shall be stored beyond the clear zone or behind positive protection.

E. Exit and Entrance Ramps

On multi-lane highways, where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have drums placed on both sides of the ramp. This requirement will apply to any situation where traffic is shifted to contra flows or inside staging lanes to facilitate reconstruction work in the vicinity of exit and entrance ramps. The temporary ramp taper length should be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. The "EXIT OPEN" sign shown in Figure TA-42 of the MUTCD shall be utilized. For exit ramps, drums spacing shall be decreased to ten feet (10') for 200 feet in advance of the temporary gore, and be decreased to ten feet (10') for the first 100 feet of the temporary gore, and throughout the exit ramp. For on-ramps, drums should be used 200 feet prior to the ramp and end 100 feet past the merge taper. The drum spacing for the on ramp may be decreased but should not obstruct the view of the drivers i.e. for the ramp vehicles.

150.3.06 Traffic Pacing Method

A. Pacing Of Traffic

With prior approval from the Engineer, traffic may be paced allowing the Contractor up to twenty (20) minutes maximum to work in or above all lanes of traffic for the following purposes:

1. Placing bridge members or other bridge work.
2. Placing overhead sign structures.
3. Other work items requiring interruption of traffic.

The Contractor shall provide a uniformed law enforcement officer with patrol vehicle and blue flashing light for each direction of pacing. The law enforcement officer, Engineer, and flaggers at ramps shall be provided with a radio which will provide continuous contact with the Contractor.

When ready to start the work activity, the law enforcement vehicle will act as a pilot vehicle slowing the traffic, thereby providing a gap in traffic allowing the Contractor to perform the Work. Any on-ramps between the pace and the work area shall be blocked during pacing of traffic, with a flagger properly dressed and equipped with a Stop/Slow paddle. Each ramp should be opened after the law enforcement vehicle has passed.

Pilot vehicles shall travel at a safe pace speed. The Contractor shall provide a vehicle to proceed in front of the law enforcement vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared the area.

Traffic should not be permitted to stop during pacing unless approved by the Engineer.

B. Methods of Signing For Traffic Pacing

At a point not less than 1,000 feet in advance of the beginning point of the pace, the Contractor shall place a portable changeable message sign with the message "TRAFFIC SLOWED AHEAD SHORT DELAY".

150.3.07 Flagging Operations

A. Flaggers

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

B. Flagger Certification

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

American Traffic Safety Services Association (ATSSA)

On-line classes are not accepted.

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.

C. Flagger Appearance and Equipment

Flaggers shall wear Performance Class 3 or better high-visibility clothing. Flagger stations shall be illuminated at night according to MUTCD (6F.82). They shall use a Stop/Slow paddle meeting the requirements of the MUTCD (6E.03) for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven feet ($\geq 7'$) minimum. The Stop/Slow paddle shall be retroreflectorized 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 (6E.03). The flag shall, as a minimum, be twenty-four inches ($\geq 24''$) square and red or red/orange in color.

D. Flagger Warning Signs

Signs for flagger traffic control shall be placed in advance of the flagging operation, in accordance with the MUTCD and Georgia Standard 9102 “Traffic Control Detail for Lane Closure on Two-Lane Highway”. In addition, 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.

E. Pilot Vehicle Requirements

Pilot vehicles should be required during placement of bituminous surface treatment or asphaltic concrete on two-lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the MUTCD (6C.13).

F. Automated Flagger Assistance Devices

The Contractor may request, in writing, the use of Automated Flagger Assistance Devices (AFAD). The equipment shall meet the requirements of MUTCD (6E.04). As a part of this request, the Contractor shall also submit an alternate temporary traffic control plan in the event of a failure of the AFAD. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any AFAD will be permitted.

G. Portable Temporary Traffic Control Signals

The Contractor may request, in writing, the substitution of portable temporary traffic control signals for flaggers on two-lane two-way roadways provided the temporary signals meets the requirements of the MUTCD, Section 647, and subsection 150.2.11. As a part of this request, the Contractor shall also submit an alternate temporary traffic control plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

150.3.08 Traffic Signals

A. Responsibility/Cost

If the sequence of operations, staging, or the temporary traffic control plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of Traffic Control – Lump Sum.

B. Law Enforcement Officer Requirement

In accordance with Georgia law § 40-6-20, law enforcement officers shall be used to regulate and maintain traffic control at functioning signalized intersections when lane closures or traffic shifts block or restrict movements causing interference with road user flows and will not allow the activated traffic signal to guide the traffic through the signal site.

150.3.09 Mobile Operations

A mobile operation is defined by a minimum speed of three (3) mph. 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.

All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two (2) 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.

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 operate in the caution mode.

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.

A protection vehicle shall follow the last work vehicle at all times and shall be equipped with a truck mounted attenuator that shall be certified for impacts not less than sixty-two (62) mph in accordance with MASH/NCHRP350 Test Level Three (3).

150.3.10 Pavement Markings

A. General

Full pattern pavement markings in conformance with Section 3A and 3B, except 3B.02, of the MUTCD are required on all courses before the roadway is opened to traffic, unless noted in this section. No passing zones shall be marked to conform to Subsection 150.3.10.D.1.b. During construction and maintenance activities on all highways open to traffic, 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 judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

Markings on the final surface course, which must be removed, shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

1. Resurfacing Projects

Pavement markings shall be provided on all surfaces that are placed over existing markings. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing unless changes or additions are noted in the Contract. The replacement of parking spaces will not be required unless a specific item or note has been included in the Contract. Any work to make additions to the markings that existed prior to resurfacing is to be considered as extra work.

2. Widening And Reconstruction Projects

If the lane configuration is altered from the preconstruction layout then pavement markings will be as required by the plans or the Engineer.

3. New Location Construction Projects

Pavement marking plans will be provided.

B. Installation and Removal of Pavement Markings

1. Installation

All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and preline the roadway surface for the placement of pavement markings applied as part of the temporary traffic control plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the work.

2. Removal

Markings no longer applicable shall be removed in accordance with Section 656.

The elimination of conflicting pavement markings by overpainting with unapproved paint or any type of liquid asphalt is not acceptable.

3. Intermediate Surface

Interim 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 remaining on the intermediate surface. The use of approved black-out tape and black-out paint (manufactured for the sole purpose of covering existing pavement markings) may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

4. Final Surface

No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings and the interim marking will not interfere or adversely affect placement of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final 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. Section 400 shall apply when corrective measures are required. The use of black-out tape or black-out paint will not be permitted under any circumstance to correct layout errors on any final surface.

Traffic shifts that are done on the final surface shall be accomplished using interim traffic marking tape that can be removed without any blemishing of the final surface. Interim traffic marking tape shall be used on any of the following final surfaces; asphaltic concrete, Portland cement concrete, and bridge deck surfaces. The contractor may propose alternate traffic markings and removal methods on the final surface. Submitted proposals shall include the type of material, method of removal and a cost comparison to the traffic marking tape method. 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 proposal 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 Department will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces

When the correction of an error in the layout of the final pavement markings requires the final 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 eradication of pavement markings on intermediate and final concrete surfaces shall be accomplished by a method that does not grind, polish, or blemish the surface of the concrete. The method used for the removal of the interim markings shall not spall chip the joints in the concrete and shall not damage the sealant in the joints. Any joint or sealant repairs shall be included in the bid price for Traffic Control-Lump Sum. 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 under Subsection 150.5.01.

6. Preparation and Planning For Traffic Shifts

When shifting of traffic necessitates removal of centerline, lane lines, or edge lines, all such lines shall be removed prior to, during, or immediately after any change so as to present the least interference with traffic. Interim traffic marking tape shall be used as a temporary substitute for the traffic markings being removed.

Before any change in traffic lane(s) alignment, marking removal equipment shall be present on the project for immediate use. If marking removal equipment failures occur, the equipment shall be repaired or replaced (including leasing equipment if necessary), so that the removal can be accomplished without delay.

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with Section 656.

C. Raised Pavement Markers

Retroreflective raised pavement markers (RPMs) should be placed as listed below for all asphaltic concrete pavements before the roadway is open to traffic, unless noted this section. On the final surface, RPM's shall be placed according to the timeframes specified in Subsection 150.3.10.D for full pattern pavement markings. When Portland Cement Concrete is an intermediate or final surface and is open to traffic, one (1) calendar day is allowed for cleaning and drying before the installation of RPMs is required.

Raised pavement markers are not allowed on the right edge lines under any situation.

Retroreflective raised pavement markers (RPMs) should be placed and/or maintained on intermediate pavements surfaces on all highways that are open to traffic. This includes all resurfacing projects along with widening and reconstruction projects. The RPMs shall be placed as follows:

1. Supplementing Lane Lines:
 - a. Eighty foot (80') center on skip lines with curvature less than three degrees. (Includes tangents)
 - b. Forty foot (40') centers on solid lines and all lines with curvature between three degrees and six degrees.
 - c. Twenty foot (20') centers on curves over six degrees.
 - d. Twenty foot (20') centers on lane transitions or shifts.
2. Supplementing Ramp Gore Lines:
 - a. Twenty foot (20') centers, two each, placed side by side.
3. Other Lines:
 - a. As shown on the plans or directed by the Engineer.

D. Exceptions for Interim Markings

Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

1. Two-Lane, Two-Way Roadways

a. Skip Lines

If used, interim temporary tape or paint skip (broken) stripe may only be used for a maximum of three (3) calendar days. The stripes shall be at least two feet ($> 2'$) long with a maximum gap of thirty-eight feet ($\leq 38'$). On curves greater than six degrees ($> 6^\circ$), a one-foot ($1'$) stripe with a maximum gap of nineteen feet ($\leq 19'$) shall be used. In lane shift areas, solid lines will be required.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two foot ($2'$) interim skip stripe, three (3) markers spaced at equal intervals over a two feet ($2'$) distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

Interim raised pavement markers shall be retro-reflective, shall be the same color as the pavement markers for which they are substituted, and shall be visible during daytime.

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Testing but in no case will the markers be attached by the use of nails. Flexible reflective markers, Type 14 or Type 15, may be used for a maximum of three (3) calendar days as an interim marker. Any flexible reflective markers in use shall be from the QPL-76.

The interim raised pavement markers shall be maintained until the full pattern pavement markings are applied. At the time full pattern markings are applied the interim raised markers shall be removed in a manner that will not interfere with application of the full pattern pavement markings.

b. No Passing Zones Two-Lane, Two-Way Roadways

Passing zones shall be re-established in the locations existing prior to resurfacing. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three (3) calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1) twenty-four inches by thirty inches (24" x 30") at the beginning and at intervals not to exceed one-half ($\leq \frac{1}{2}$) mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-2) twenty-four inches by thirty inches (24" x 30") shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall be secured in such a manner to prevent misalignment and minimize the possibility of being blown over by weather conditions or traffic.

On new location projects and on projects where either horizontal or vertical alignments has been modified, the location of No-Passing Zones will be identified by the Engineer.

c. Edge lines

- Bituminous Surface Treatment Paving

Edge lines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than sixty (<60) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within thirty (≤ 30) calendar days of the time that the final surface was placed.

- All Other Types of Pavement

Edge lines will not be required on intermediate surfaces that are in use for a period of less than thirty (<30) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within fourteen (≤ 14) calendar days of the time that the surface was placed.

2. Multi-Lane Highways – With No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ($\leq 4'$)

a. Undivided Highways (Includes Paved Center Turn Lane)

- Centerlines and No-Passing Barrier-Full Pattern centerlines and no-passing barriers shall be restored before opening to traffic.
- Lane lines- Interim skip (broken) stripe as described in Subsection 150.3.10.D.1.a. may be used for periods not to exceed three (≤ 3) calendar days. Skip lines are not permitted in lane shift areas. Solid lines shall be used.
- Edge lines- Edge lines shall be placed on intermediate and final surfaces within three (3) calendar days of obliteration.

b. Divided Highways (Grass or Raised Median)

- Lane lines- Full pattern skip stripe shall be restored before opening to traffic. Skip lines are not permitted in lane shift areas. Solid lines shall be required.
- Centerline/Edge line- Solid lines shall be placed on intermediate and final surfaces within three calendar days of obliteration.

3. Limited Access Roadways and Roadways with Paved Shoulders Greater Than Four Feet (> 4')

a. Same as Subsection 150.3.10.D.2 except as noted in (b) below.

b. Edge lines-

- Asphaltic Concrete Pavement- Edge lines shall be placed on intermediate and final surfaces prior to opening to traffic.
- Portland Cement Concrete Pavement- Edge lines shall be placed on any surface open to traffic no later than one calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.

4. Ramps for Multi-Lane Divided Highways

A minimum of one solid line edge stripe shall be placed on any intermediate surface of a ramp prior to opening the ramp to traffic. The other edge stripe may be omitted for a maximum period of three (3) calendar days on an intermediate surface. Appropriate channelization devices shall be spaced at a maximum of twenty-five feet (25') intervals until the other stripe has been installed.

The final surface shall have both stripes placed prior to opening the ramp to traffic.

5. Miscellaneous Pavement Markings

a. Final Surface

School zones, railroads, symbols, words and other similar markings shall be placed on final surfaces conforming to Section 652 within fourteen (14) calendar days of completion of the final surface. Final markings shall conform to the type of pay item in the plans. When no pay item exists in the plans the final markings shall conform to Section 652 for painted markings.

b. Intermediate Surface

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have the miscellaneous pavement markings installed to conform to the requirement of Section 652. Under Subsection 150.6, Special Conditions, or as directed by the Engineer these markings may be eliminated.

c. Stop Line

All stop signs and traffic signals shall have temporary twelve inch (12") stop lines placed in accordance with MUTCD (3B.16) on all surfaces prior to opening to traffic. Temporary tape can be used.

150.3.11 Differences In Elevations Between Travel Lanes And Shoulders

All time frames and requirements may be changed with the Engineer's approval.

A. Differences in Elevations

Difference in elevations due to construction between travel lanes and/or shoulders within the clear zone should be limited to the following:

1. Difference of two inches ($\leq 2''$) or less between adjacent travel lanes should remain for a maximum period of fourteen (14) calendar days.
2. Difference of two inches ($\leq 2''$) or less between adjacent travel lane and paved shoulder should remain for a maximum of thirty (30) calendar days. Traffic control devices shall be in accordance with Detail 150-G.
3. Difference of greater than two inches ($> 2''$) is permitted for continuous operations. Traffic control devices shall be in accordance with Detail 150-E.
4. Difference of greater than two inches ($> 2''$) between travel lanes and/or shoulders for non-continuous operations will not be allowed for more than a twenty-four (24) hour period. For the first twenty-four (24) hours, traffic control shall be in accordance with Detail 150-E. After twenty-four (24) hours the section should be healed according to Detail 150-H. This condition can exist for a maximum sixty (60) calendar days.
 - a. A single length of area that does not exceed 1000 feet total length may be left open as a startup area for periods not to exceed forty-eight (48) hours provided the Contractor can demonstrate the ability to complete the Work in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed.
 - b. For cement stabilized base, work adjacent to the travel lane and/or shoulders shall be healed as per Detail 150-H within forty-eight (48) hours after the seven (7) calendar day curing period is complete for each section placed. During the placement and curing period, traffic control shall be in accordance Detail 150-E.

Failure to meet these requirements shall be considered as non-performance of Work under Subsection 150.5.01.

B. Healed Section

Healed section and traffic control devices should be placed in accordance with Detail 150-H. If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the work with minimal waste. Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the specifications for gradation and quality when the material is placed in the final location.

C. Emergency Situations

Inclement weather, traffic accidents, and other events beyond the control of the Contractor may prevent the work from being completed as required above. The Contractor shall notify the Engineer in writing stating the conditions and reasons that have prevented the Contractor from complying with the time limitations. The Contractor shall also outline a plan detailing immediate steps to complete the work. Failure to correct these conditions on the first calendar day that conditions will allow corrective work shall be considered as non-performance of Work under Subsection 150.5.01.

D. Plating

Plating for drainage structures, utility facilities, etc. is prohibited on the interstates. Plating on State Routes and secondary roads will required the prior approval of the project engineer. Steel plates shall not be used on highways with a posted speed greater than forty-five (45) mph. The plate shall completely cover the pavement cut or excavation. The plate shall be adequately secured and shall provide a safe and reasonable transition to the adjoining roadway surface. An asphalt wedge can be used to provide a smooth transition over the plate(s). Temporary traffic control warning signs W8-24 shall be posted in advance warning motorist about plates in roadway in accordance with the MUTCD. Plating should not remain in place for more than four (4) calendar days.

E. Asphaltic Concrete Resurfacing Projects

1. Shoulder Construction Included as a Part of the Contract

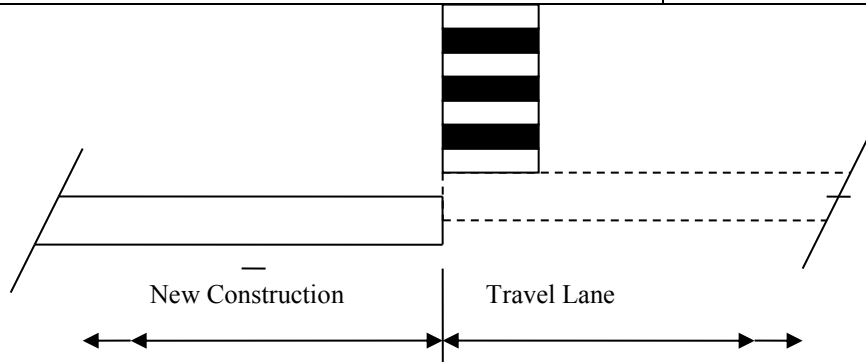
When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches ($> 2''$) between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet ($< 4'$) in width, the Contractor shall place and maintain drums in accordance with the requirements of Subsection 150.2.04.B.3. When the edge of the paved surface is tapered with a safety edge, drums may be spaced at two (2) times the speed limit in MPH. Drums shall remain in place and be maintained until the difference in elevation has been eliminated by the placement of the appropriate shoulder materials.

2 Shoulder Construction Not Included as a Part of the Contract

When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches ($> 2''$) between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet ($< 4'$) in width, the Contractor shall notify the Engineer, in writing, when the resurfacing work including all punch list items has been completed.

Drums spaced at twenty foot (20') intervals. **Note:** If the travel way width is reduced to less than ten feet (< 10') by the use of drums, vertical panels shall be used in lieu of drums.

Location of drums when Elevation Difference exceeds four inches (> 4")

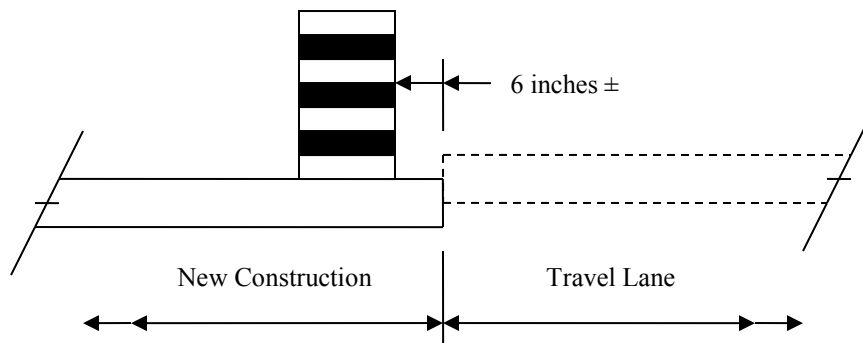


ELEVATION DIFFERENCE GREATER THAN FOUR INCHES (> 4")

DETAIL 150-E

Drums spaced at forty foot (40') intervals.

Location of drums when Elevation Difference is greater than two inches (> 2") to four inches (4")

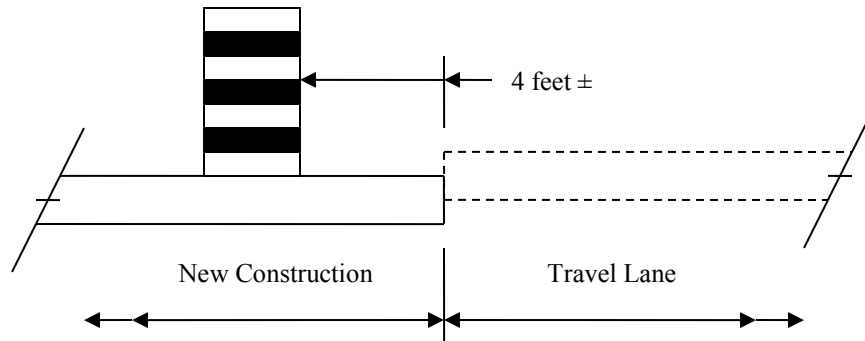


ELEVATION DIFFERENCE GREATER THAN TWO INCHES (> 2") TO
FOUR INCHES (4")

DETAIL 150-F

Drums spaced at eighty foot (80') intervals.

Location of drums when Elevation Difference is two inches ($\leq 2''$) or less.



ELEVATION DIFFERENCE OF TWO INCHES ($\leq 2''$) OR LESS

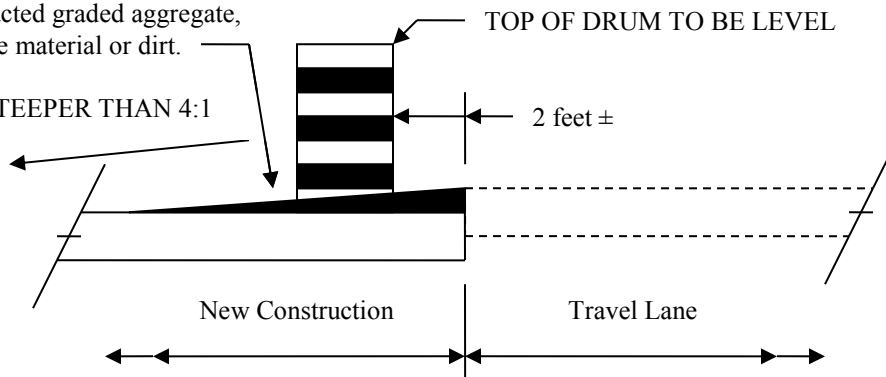
DETAIL 150-G

Location of drums immediately after completion of healed sections spaced at 40 foot (40') intervals

Healed Section

Compacted graded aggregate, subbase material or dirt.

NO STEEPER THAN 4:1



HEALED SECTION

DETAIL 150-H

150.3.12 Work Zone Law Enforcement

Work zone law enforcement consists of utilizing a uniformed law enforcement officer equipped with patrol vehicle and blue flashing lights to enforce traffic laws in construction work zones and the administration of this service. Payment for work zone law enforcement will be made only for the utilization in work zones during lane closures, traffic pacing, or other activities that occur within travel lanes. The Contractor will be responsible for negotiating a rate of reimbursement and making reimbursement to that law enforcement agency.

The Contractor will be responsible for coordinating and scheduling the utilization of the work zone law enforcement. The Engineer may require the use of work zone law enforcement at specific times and locations.

150.4 Measurement

150.4.01 Traffic Control Items

A. Traffic Control

When listed as a pay item in the Proposal, payment will be made at the lump sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of twenty-five percent (25%) of the lump sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus twenty-five percent (25%) will be paid (less previous payments), not to exceed one hundred percent (100%).

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Temporary Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submittal.

B. Changeable Message Sign, Portable

Portable changeable message sign will be measured as specified in Section 632.

C. Flashing Beacon Assembly

Flashing beacon assemblies will be measured as specified in Section 647.

D. Pavement Markings

Pavement markings will be measured as specified in Section 150.

E. Portable Impact Attenuators

Each portable impact attenuator will be measured by the unit/array which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacturer for repairing accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.

F. Signs

When shown as a pay item in the contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submitted.

1. Interim ground mounted or interim overhead special guide signs will be measured for payment by the square foot. This payment shall be full compensation for furnishing the signs, including supports as required, erecting, illuminating overhead signs, maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.
2. Remove and reset existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.
3. Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

G. Temporary Audible Information Device

Temporary audible information devices are measured as the actual number furnished and installed in accordance with the manufacturer's recommendations, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. Each temporary audible information device will be paid for only one time regardless of the number of times it's reused during the duration of The Work. These devices shall remain the property of the Contractor.

H. Temporary Barrier

Temporary barrier shall be measured as specified in Sections 620.

I. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

J. Temporary Guardrail Anchorage, Type 12

Temporary guardrail anchorage- type 12 will be measured by each assembly, complete in place and accepted according to the details shown in the plans, which shall also include the additional guardrail and appurtenances necessary for transition and connection to temporary concrete barrier. Payment shall include all necessary materials, equipment, labor, site preparation, maintenance and removal.

K. Temporary Walkways with Detectable Edging

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance and removal. Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

L. Traffic Signal Installation- Temporary

Temporary traffic signal installation will be measured as specified in Section 647.

M. Work Zone Law Enforcement

When work zone law enforcement is shown as a pay item, work zone law enforcement will be measured for payment by the hour. The Contractor shall provide a daily work record containing the actual number of hours charged by the law enforcement officer. The daily work record shall be compiled on a form provided by the Department, signed by the law enforcement officer, signed by the Contractor's Worksite Traffic Control Supervisor attesting that the law enforcement was utilized during the time recorded, and then submitted to the Engineer.

Work zone law enforcement will be measured for payment by the hour up to the maximum number of hours included in the contract. The Engineer may at his discretion increase the maximum number of hours.

Payment shall be full compensation for reimbursing the law enforcement agency, and for all cost incurred by the Contractor in coordinating, scheduling, and administering the item work zone law enforcement.

If no work zone law enforcement pay item is included in the contract, then all work zone law enforcement cost shall be included in Traffic Control – Lump Sum.

150.5 Payment

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately. Payment will be made under:

Item No. 150	Traffic control -	Lump sum
Item No. 150	Traffic control, solid traffic stripe ___ inch, (color)	Per linear mile
Item No. 150	Traffic control, skip traffic stripe ___ inch, (color)	Per linear mile
Item No. 150	Traffic control, solid traffic stripe, thermoplastic 24 inch, color	Per linear mile
Item No. 150	Traffic control, raised pavement markers –all types	Per each
Item No. 150	Remove and reset, existing special guide signs, overhead, complete-in-place	Per each
Item No. 150	Temporary walkways with detectable edging	Per linear foot
Item No. 150	Temporary curb cut wheelchair ramps	Per each
Item No. 150	Temporary audible information device	Per each
Item No. 150	Single lane closure	Per each
Item No. 150	Multilane closure	Per each
Item No. 150	Work Zone Law Enforcement	Per hour

150.5.01 Enforcement and Adjustments

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 - Traffic Control will result in non-refundable deductions of monies from the Contract as shown in this Subsection for non-performance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project, except erosion control and traffic control, taking corrective action as specified in Section 105, and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$250
\$100,000	\$1,000,000	\$650
\$1,000,000	\$5,000,000	\$1,300
\$5,000,000	\$20,000,000	\$2,000
\$20,000,000	\$40,000,000	\$2,600
\$40,000,000	\$-----	\$4,000

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

1st Use: Nov 22, 2013
Revised: March 9, 2016

SPECIAL PROVISION

Section 161—Control of Soil Erosion and Sedimentation

Add the following:

161.1 General Description

This Work includes using control measures shown on the Plans, ordered by the Engineer, or as required during the life of the Contract to control soil erosion and sedimentation through the use of any of the devices or methods referred to in this Section.

161.1.01 Definitions

Certified Personnel—certified personnel are defined as persons who have successfully completed the Level IA, or higher, certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Design Professional as defined in the current GAR100002 NPDES permit.

161.1.02 Related References

A. Standard Specifications

Section 105—Control of Work

Section 106—Control of Materials

Section 107—Legal Regulations and Responsibility to the Public

Section 109—Measurement and Payment

Section 160—Reclamation of Material Pits and Waste Areas

Section 162—Erosion Control Check Dams

Section 163—Miscellaneous Erosion Control Items

Section 166—Restoration or Alteration of Lakes and Ponds

Section 170—Silt Retention Barrier

Section 171—Temporary Silt Fence

Section 205—Roadway Excavation

Section 434—Sand Asphalt Paved Ditches

Section 441—Miscellaneous Concrete

Section 603—Rip Rap

Section 700—Grassing

Section 710—Permanent Soil Reinforcing Mat

Section 715—Bituminous Treated Roving

Section 716—Erosion Control Mats (Blankets)

Erosion control measures contained in the Specifications include:

Erosion Control Measure	Section
Temporary Check Dams	163.3.05.J

Erosion Control Measure	Section
Bituminous Treated Mulch	<u>700.3.05.G</u>
Concrete Paved Ditches	<u>441</u>
Bituminous Treated Roving	<u>715</u>
Erosion Control Mats (Blankets)	<u>716</u>
Erosion Control Check Dams	<u>162</u>
Grassing	<u>700</u>
Maintenance of Temporary Erosion Control Devices	<u>165</u>
Permanent Soil Reinforcing Mat	<u>710</u>
Reclamation of Material Pits and Waste Areas	<u>160</u>
Rip Rap	<u>603</u>
Restoration or Alteration of Lakes and Ponds	<u>166</u>
Sand-Asphalt Ditch Paving	<u>434</u>
Sediment Basin	<u>163.3.05.C</u>
Silt Control Gate	<u>163.3.05.A</u>
Silt Retention Barrier	<u>170</u>
Sod	<u>700.3.05.H & 700.3.05.I</u>
Mulch	<u>163</u>
Temporary Grassing	<u>163.3.05.F</u>
Temporary Silt Fence	<u>171</u>
Temporary Slope Drains	<u>163.3.05.B</u>
Triangular Sediment Barrier	<u>720</u>
Silt Filter Bag	<u>719</u>
Organic & Synthetic Material Fiber Blanket	<u>713</u>

B. Referenced Documents

Erosion and Sedimentation Pollution Control Plans (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

The Worksite Erosion Control Supervisor (WECS) or certified personnel will inspect the installation and maintenance of the Erosion Control Devices according to Subsection 167.3.05.B and the ESPCP.

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to Subsection 167.3.05.C for report requirements.
2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

B. Erosion and Sedimentation Pollution Control Plan

1. Project Plans

An erosion and sedimentation pollution control plan (ESPCP) for the construction of the project will be provided by the Department. The ESPCP will be prepared for the various stages of construction necessary to complete the project.

If the Contractor elects to alter the stage construction from that shown in the plans, it will be the responsibility of the Contractor to have the plans revised and prepared in accordance with the current GAR100002 NPDES permit by a Design Professional to reflect all changes in Staging. This will also include any revisions to erosion and sedimentation control item quantities. If the changes affect the Comprehensive Monitoring Program (CMP), the Contractor will be responsible for any

revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

2. Haul Roads, Borrow Pits, Excess Material Pits, etc.

The Contractor is responsible for amending the approved erosion and sedimentation control plans if they add a haul road that is outside of the project roadway but within the right of way or construct any borrow pits, or excess material pits inside the Right of Way. Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

If construction of haul roads, or borrow pits, or excess material pits, etc., (inside the Right of Way) encroach within the 25 foot (7.6 m) buffer along the banks of all state waters or within the 50 ft. (15 m) buffer along the banks of any state waters classified as a "trout stream", a state water buffer variance must be obtained by the Contractor prior to beginning any land disturbing activity in the stream buffer.

3. Erosion Control for Borrow and Excess Material Pits Outside the Right-of-Way

Erosion control for borrow pits and excess material pits outside the right of way is the responsibility of the Contractor. If borrow or excess material pits require coverage under the National Pollutant Discharge Elimination System permit (NPDES) or other permits or variances are required, submit a copy of all documentation required by the permitting agency to the Engineer. All costs associated with complying with local, state, and federal laws and regulations are the responsibility of the Contractor.

4. Culverts and Pipes

The ESPCP does not contain approved methods to construct a stream diversion or stream diversion channel. The Contractor shall prepare a diversion plan utilizing a Design Professional as defined in the current NPDES permit. See Subsection 161.3.05 G for additional information.

5. Temporary Asphalt or Concrete Batch Plants

In addition to the requirements of any applicable specifications, if the Department authorizes the temporary installation and use of any asphalt, concrete or similar batch plants within its right of way, the contractor shall submit an NOI to the Georgia Environmental Protection Division for coverage under the following NPDES permits; The Infrastructure permit for the construction of the plant, and the Industrial permit for the operation of, such a plant. The contractor shall submit the NOIs as both the Owner and the Operator.

161.2 Materials

General Provisions 101 through 150.

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personnel

A. Duties of the Worksite Erosion Control Supervisor

Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 or in the Contract and ESPCP documents. The designee shall submit their qualifications on the Department provided resume form for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

The WECS and alternates shall:

Be an employee of the Prime Contractor.

Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.

Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.

Provide phone numbers where the WECS can be located 24 hours a day.

The WECS' duties include the following:

1. Be available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control, and to the extent practicable, flooding control. An approved representative can be substituted for the WECS in regard to 24 hour availability. This representative shall be at least GSWCC Level IA, or higher, but is not required to be certified as a WECS.

2. Inform the Engineer in writing whenever the alternate WECS will assume project responsibilities for more than 3 (three) days.
3. Ensure that erosion control deficiencies are corrected within seventy two (72) hours. Deficiencies that interfere with traffic flow, safety, or downstream turbidity are to be corrected immediately.
4. Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to Subsection 105.15, "Failure to Maintain Roadway or Structures."
5. Maintain and submit for project record, "As-built" Erosion and Sedimentation Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
6. Ensure that both the WECS and the alternate meet the criteria of this Subsection.
7. The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS will be required prior to the expiration date shown on the Certification card in order to remain as Certified Personnel and the WECS for the project.

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

Coordinate the temporary and permanent erosion control provisions in this Specification with the permanent erosion control provisions in the Contract to ensure economical, effective, and continuous erosion control throughout the construction and post-construction periods.

At all times that land disturbing activity is underway, a person meeting the requirements of, "certified person" as defined by the GSWCC (Level IA, or higher) must be on the project.

A. Control Dust Pollution

The contractor shall keep dust pollution to a minimum during any of the activities performed on the project. It may be necessary to apply water or other BMPs to roadways or other areas reduce pollution.

B. Perform Permanent or Temporary Grassing

Perform permanent grassing, temporary grassing, or mulching on cut and fill slopes weekly (unless a shorter period is required by Subsection 107.23) during grading operations. When conditions warrant, the Engineer may require more frequent intervals.

Under no circumstances shall the grading (height of cut) exceed the height operating range of the grassing equipment. It is extremely important to obtain a cover, whether it is mulch, temporary grass or permanent grass. Adequate mulch is a must.

When grading operations or other soil disturbing activities have stopped, perform grassing or erosion control as shown in the Plans, as shown in an approved Plan submitted by the Contractor, or as directed by the Engineer.

C. Seed and Mulch

Refer to Subsection 161.3.05.B, "Perform Permanent or Temporary Grassing".

D. Implement Permanent or Temporary Erosion Control

1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to or concurrently with clearing and grubbing operations.
2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
3. Use temporary erosion control measures to address minor conditions that develop during construction, e.g. between construction stages.
4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

Limit the surface area of erodible earth material exposed by clearing and grubbing.

Limit the surface area of erodible earth material exposed by excavation and borrow and fill operations.

Limit the area of excavation, and embankment operations in progress to correspond with the Contractor's ability to keep the finish grading, mulching, seeding, and other permanent erosion control measures current.

Direct the Contractor to provide immediate permanent or temporary erosion control to prevent contamination of adjacent streams or water courses, lakes, ponds, or other areas of water impoundment.

Such Work may include constructing items listed in the table in Subsection 161.1.02.A, "Related References" or other control devices or methods to control erosion.

E. Erodible Area

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 17 acres (7 ha) except as approved by the State Construction Engineer.

The maximum of 17 acres (7 ha) of exposed erodible earth applies to the entire Project and to all of its combined operations as a whole, not to the exposed erodible earth of each individual operation.

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review; the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation. If the 17 acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

After installing temporary erosion control devices, e.g., grassing, mulching, stabilizing an area, and having it approved by the Engineer, that area will be released from the 17 acres (7 ha) limit.

F. Perform Grading Operations

Perform the following grading operations:

1. Whenever practicable, complete each roadway cut and embankment continuously
2. Maintain the top of the earthwork in roadway sections throughout the construction stages to allow water to run off to the outer edges, including techniques to minimize concentrated flow.
3. Provide temporary slope drain facilities with inlets and velocity dissipaters (straw bales, silt fence, aprons, etc.) to carry the runoff water to the bottom of the slopes. Place drains at intervals to handle the accumulated water.
4. Continue temporary erosion control measures until permanent drainage facilities have been constructed, pavement placed, and the grass on planted slopes stabilized to deter erosion.

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:

Areas where channel changes or access for construction are shown on the Plans to construct temporary or permanent structures.

2. If channel changes or diversions are not shown on the Plans, the Contractor shall develop diversion plans prepared in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. The Engineer will review prepared diversion plans for content only and accepts no responsibility for design errors or omissions. Amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
3. If additional access for construction or removal of work bridges, temporary roads/access or work platforms is necessary, and will require additional encroachment upon river or stream banks and bottoms, the contractor shall prepare a plan in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. Plans should be submitted at least 12 weeks prior to the date the associated work is expected to begin. If necessary, the plan will be provided to the appropriate regulating authority, e.g. United States Army Corps of Engineers by the Department for consideration and approval. No work that impacts areas beyond what has been shown in the approved plans will be allowed to begin until written approval of the submitted plan has been provided by the Department. Approved plan amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
4. Clear rivers, streams, and impoundments of the following as soon as conditions permit:
 - Falsework
 - Piling that is to be removed
 - Debris
 - Other obstructions placed or caused by construction operations
5. Do not ford live streams with construction equipment.
6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

H. State Water Buffers and Environmental Restrictions

1. The WECS shall review the plans and contract documents for environmental restrictions, Environmentally Sensitive Areas (ESA), e.g. buffers, etc prior to performing land disturbing activities.
2. The WECS shall ensure all parties performing land disturbing activities within the project limits are aware of all environmental restrictions.
3. Buffer delineation shall be performed prior to clearing, or any other land disturbing activities. Site conditions may require temporary delineation measures are implemented prior to the installation of orange barrier/safety fencing. The means of temporary delineation shall have the Engineer's prior approval.
4. The WECS shall allow the Engineer to review the buffer delineation prior to performing any land disturbing activities, including but not limited to clearing, grubbing and thinning of vegetation. Any removal and relocation of buffer delineation based upon the Engineer's review will not be measured for separate payment.
5. The WECS shall advise the Engineer of any surface water(s) encountered that are not shown in the plans. The WECS shall prevent land disturbing activities from occurring within surface water buffers until the Engineer provides approval to proceed.

I. General Requirements

Projects that consist of asphalt resurfacing, shoulder reconstruction and/or shoulder widening; schedule and perform the construction of the project to comply with the following:

After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.

The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.

NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 1 acre (0.4 ha).

1. Do not allow the disturbed exposed erodible area to exceed 1 acres (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
2. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
3. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket (Section 713, Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of Subsection 700.3.05.A.1 are waived. Preparation consists of scarifying the existing shoulders 4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.
4. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per Section 713, install Wood Fiber Blanket Type I per Section 713 if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.

Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the overseeding method (Subsection 700.3.05.E.4) when planting permanent grass.

3. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.
4. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.
5. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.
6. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.
7. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.
8. Use temporary erosion control measures to:
 - To correct conditions that develop during construction but were unforeseen during the design stage.
 - To use as needed before installing permanent erosion control features.
 - To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.
9. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

161.3.06 Quality Acceptance

Before Final Acceptance of the Work, clean drainage structures within the project limits, both existing and newly constructed, and ensure that they are functioning properly. Costs to accomplish this work are incidental and shall be included in the overall bid for the Contract.

161.3.07 Contractor Warranty and Maintenance

Maintain the erosion control features installed to:

Contain erosion within the limits of the right-of-way

Control storm water discharges from disturbed areas

Effectively install and maintain the erosion control features. Ensure these features contain the erosion and sediment within the limits of the rights of way and control the discharges of storm-water from disturbed areas to meet all local, state, and federal requirements on water quality.

161.4 Measurement

Control of soil erosion and sedimentation is not measured separately for payment.

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

When no pay item is shown in the Contract, the requirements of this Specification and the Erosion Control Plan shall be in full effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted with the exception of inspections performed by qualified personnel which will be included in Section 167.

When listed as a pay item in the Contract, payment will be made at the unit price bid for each particular item.

No payment will be made for erosion control outside the Right-of-Way or construction easements except as provided for by the Plans.

161.5.01 Enforcement and Adjustments

A. Failure to Provide a WECS

If a designated WECS is not maintained cease activities except traffic control and erosion control work. Monies that are due or that may become due also may be withheld according to the Specifications

B. Failure to Comply with Specifications

If the Contractor repeatedly fails to comply with any of the requirements of this Specification, all activities should cease immediately except traffic control and erosion control related work.

Monies that are currently due or that may become due shall be withheld according to the specifications. In addition, nonrefundable monies shall be deducted from the contract as shown in the Schedule of Deductions table below. These deductions are in addition to any actions taken in the above subsections. Deductions assessed for uncorrected deficiencies shall continue until all corrections are completed to the satisfaction of the Engineer.

Failure of the WECS or alternate to perform the duties specified in the Contract, or whose performance, has resulted in a citation being received from a State or Federal Regulatory Agency, e.g. the Georgia Environmental Protection Division, should result in one or more of the following;

Suspension of the WECS' certification for a period of not less than 30 days

Removal of the Contractor's project superintendent in accordance with Subsections 105.05 and 108.05 for a period not less than 14 days

Department wide revocation of the WECS certification for a period of 12 months

Removal of the Contractor's project superintendent in accordance with Subsections 105.05 and 108.05

D. Receipt of a Consent Order or Notice of Violation, etc

Regulatory enforcement actions will be resolved including the minimum following steps;

The Department will perform an internal review of the alleged violations

The Department will then meet with the Contractor to review and further determine responsibilities for the alleged violations

The Department will then arrange to collectively meet with the regulatory agencies to negotiate resolutions and/or settlements.

The Department does not waive any rights of the Contractor to resolve such matters however, in the event that regulatory agency communication is addressed jointly to the Department and to the contractor, the Department reserves the right to coordinate all communications, e.g., written correspondence, and to schedule jointly attended meetings with Regulatory agencies such that timely and accurate responses are known to the Department.

Such Orders or Notices may result in the assessment of Deductions from the table below for each day the condition remains non-compliant following an agreed remedy.

Monetary penalties for which the contractor is obligated for as a result of regulatory enforcement may be withheld from future monies due the contractor.

Schedule of Deductions for Each Calendar Day of Erosion Control Deficiencies Initial Occurrence* Original Total Contract Amount		
From More Than	To and Including	Daily Charge
0	\$100,000	\$750
\$100,000	\$1,000,000	\$1125
\$1,000,000	\$5,000,000	\$2000
\$5,000,000	\$15,000,000	\$3000
\$15,000,000	-	\$5000

*Continued non-compliance with the requirements of this specification may result in the doubling of the above tabulated Daily Charge.

Upon written request from the Contractor, the Engineer may allow, limited activities to concurrently proceed once significant portions of the corrective work have been completed. This authorization may be similarly rescinded if in the opinion of the Engineer corrective work is not being diligently pursued.

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 163—Miscellaneous Erosion Control Items

Delete Section 163 and substitute the following:

163.1 General Description

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Temporary sediment basins
- Sediment barriers and check dams
- Rock filter dams
- Stone filter berms
- Stone filter rings
- Temporary sediment traps
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying mulch (e.g., straw, hay, erosion control compost), and temporary grass.

163.1.01 Related References

A. Standard Specifications

Section 109—Measurement and Payment

Section 161—Control of Soil Erosion and Sedimentation

Section 171—Temporary Silt Fence

Section 500—Concrete Structures

Section 603—Riprap

Section 700—Grassing

Section 711—Turf Reinforcement Matting

Section 716—Erosion Control Mats (Slopes)

Section 720—Triangular Silt Barrier

Section 800—Coarse Aggregate

Section 801—Fine Aggregate

Section 822—Emulsified Asphalt

Section 860—Lumber and Timber

Section 863—Preservative Treatment of Timber Products

Section 881—Fabrics

Section 890—Seed and Sod

Section 893—Miscellaneous Planting Materials

B. Referenced Documents

AASHTO M252

AASHTO M294

163.1.02 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor's property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use.

Materials shall meet the requirements of the following Specifications:

Material	Section
Mulch	<u>893.2.02</u>
Temporary Silt Fence	<u>171</u>
Concrete Aprons and Footings shall be Class A	<u>500</u>
Riprap	<u>603</u>
Temporary Grass	<u>700</u>
Triangular Silt Barrier	<u>720</u>
Lumber and Timber	<u>860.2.01</u>
Preservative Treatment of Timber Products	<u>863.1</u>
Corrugated Polyethylene Temporary Slope Drain Pipe	AASHTO M252 or M294

163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

163.3 Construction Requirements

163.3.01 Personnel

General Provisions 101 through 150.

163.3.02 Equipment

General Provisions 101 through 150.

163.3.03 Preparation

General Provisions 101 through 150.

163.3.04 Fabrication

General Provisions 101 through 150.

163.3.05 Construction

A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct or install the drainage structure and backfill as required for stability.
3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.
4. Vary the height of the gate as required or as shown on the Plans.

5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible area is stabilized.
7. Remove the Type 1 silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

B. Temporary Slope Drains

If temporary slope drains are required, conduct the roadway grading operation according to Section 161 and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place temporary slope drains at a spacing of 350 ft (105 m) maximum on a 0% to 2% grade and at a spacing of 200 ft (60m) maximum on steeper grades, or more frequently as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

C. Temporary Sediment Basins

Construct temporary sediment basins according to the Plans at the required locations, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
 - Grading
 - Drainage
 - Riprap
 - Spillways
 - Anti-seep collar
 - Temporary mulching and grassing on internal and external slopes
 - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.
3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to Section 700.

D. Sediment Barriers

Construct sediment barriers according to the Plan details.

The following items may be used for sediment barriers

1. Type A Silt Fence.
2. Type C Silt Fence.
3. Rectangular, mechanically produced and standard-sized baled wheat straw.
4. Triangular Silt Barrier.
5. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.
6. Coir: Use coir fiber bales of circular cross section at least 16" (400mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm) openings. Use coir bales with a dry density of at least 7 lb/ft³ (112 kg/m³). Anchor in place with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.
7. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft³ (22 kg/m³). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).

8. **Compost Filter Sock:** Use general use compost (see Subsection 893.2.02.A.5.b) in circular bales at least 18 in diameter. Use compost baled with photo-degradable plastic mesh 3 mils thick with a maximum 0.25 in X 0.25 in (6 mm X 6 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm). The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.
9. **Compost Filter Berm:** Use erosion control compost (see Subsection 893.2.02) to construct a noncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1 m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

- a. Keeping the berm in a functional condition.
- b. Installing additional berm material when necessary.
- c. Removing the berm when no longer required, as determined by the Engineer. At the Engineer's discretion, berm material may be left to decompose naturally, or distributed over the adjacent area.

E. Other Temporary Structures

When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

F. Temporary Grass

Use a quick-growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days), plant temporary grass as follows:
 1. Use seeds that conform to Subsection 890.2.01, "Seed." Perform seeding according to Section 700, except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
 2. Prepare areas that require no further grading according to Subsection 700.3.05.A, "Ground Preparation." Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to Section 700.
 3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to Section 700. (Erosion control compost Mulch will not be allowed with grassing.)
 4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to Subsection 700.3.05.A, "Ground Preparation".
 5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
 6. Apply PAM (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
 7. Apply PAM according to manufacturer specifications.
 8. Use only anionic PAM.

For projects that consist of shoulder reconstruction and/or shoulder widening, refer to Section 161.3.05H for Wood Fiber Blanket requirements.

G. Mulch

When staged construction or other conditions prevent completing a roadway section continuously, apply mulch (straw or hay or erosion control compost) to control erosion. Mulch may be used without temporary grassing for 60 calendar days or less. Areas stabilized with only mulch (straw/hay) shall be planted with temporary grass after 60 calendar days.

Apply mulch as follows:

1. **Mulch (Hay or Straw) - Without Grass Seed**
 - a. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
 - b. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light disking, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.

- c. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope.
 - d. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
2. Erosion control compost - Without Grass Seed
- a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
 - b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller.
 - c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
 - d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
 - e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

H. Miscellaneous Erosion Control Items Not Shown on the Plans

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Sump holes
- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

I. Diversion Channels

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel.

J. Check Dams

Check dams are constructed of the following materials;

- Stone plain riprap according to Section 603 (Place woven plastic filter fabric on ditch section before placing riprap.)
- Sand bags as in Section 603 without Portland cement
- Baled wheat straw
- Compost filter socks
- Fabric (Type C silt fence)

Check dams shall be constructed according to plan details and shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

K. Construction Exits

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

L. Retrofits

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of the detention pond.

M. Inlet Sediment Traps

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer. Construct inlet sediment traps according to the appropriate specification for the material selected for the trap. Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

N. Rock Filter Dams

Construct rock filter dams of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

Rock filter dams shall remain in place until the permanent ditch protection is in place or is being installed and their removal is approved by the Engineer.

O. Stone Filter Berms

Construct stone filter berms of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

Stone filter berms shall remain in place until the permanent slope protection is in place or is being installed and their removal is approved by the Engineer.

P. Stone Filter Rings

Construct stone filter rings of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

A stone filter ring shall remain in place until final stabilization of the area which drains toward it is achieved and its removal is approved by the Engineer.

Q. Temporary Sediment Traps

Construct temporary sediment traps of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification [Section 603](#).

A temporary sediment trap shall remain in place until final stabilization of the area which drains toward it is achieved and its removal is approved by the Engineer.

163.3.06 Quality Acceptance

General Provisions 101 through 150.

163.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

163.4 Measurement

A. Silt Control Gates

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

B. Temporary Slope Drains

Temporary slope drains are measured for payment by the linear foot (meter) of pipe placed. When required, the inlet spillway and outlet apron and/or other dissipation devices are incidental and not measured separately.

C. Temporary Sediment Basins

Temporary sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Temporary grassing for sediment basins is measured separately for payment. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Riprap
- Final cleaning to remove the basin

D. Sediment Barriers

Sediment barriers are measured by the linear foot (meter).

E. Other Temporary Structures

Other temporary structures are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

F. Temporary Grass

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram). Mulch and fertilizer are measured separately for payment.

G. Mulch

Mulch (straw or hay, or erosion control compost) is measured for payment by the ton (megagram).

H. Miscellaneous Erosion Control Items Not Shown on the Plans

These items are not measured for payment. The cost for construction, materials, and removal is included in the price bid for other contract items.

I. Diversion Channels

Diversion channels are not measured for payment. The cost for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other contract items.

J. Check Dams

Stone, sand bags, baled wheat straw, and compost filter sock check dams are measured per each, which includes all work necessary to construct the check dam including woven plastic filter fabric placed beneath stone check dams. Fabric check dams are measured per linear foot.

K. Construction Exits

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

L. Retrofits

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

M. Inlet Sediment Traps

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

N. Rock Filter Dams

Rock filter dams are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

O. Stone Filter Berms

Stone filter berms are measured for payment per linear foot (meter) required. This includes the entire structure at each location and all the work necessary for construction.

P. Stone Filter Rings

Stone filter rings are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

Q. Temporary Sediment Traps

Temporary sediment traps are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

163.4.01 Limits

General Provisions 101 through 150.

163.5 Payment

A. Silt Control Gates

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

B. Temporary Slope Drains

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

C. Temporary Sediment Basins

Temporary sediment basins, measured according to Subsection 163.4.C "Measurement," are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

D. Sediment Barriers

Sediment barriers are paid by the linear foot (meter). Price and payment are full compensation for work and supervision to construct, and remove the sediment barrier, including final clean-up.

E. Other Temporary Structures

Other temporary structures are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

F. Temporary Grass

Temporary grass is paid for by the acre (hectare). Payment is full compensation for all equipment, labor, ground preparation, materials, wood fiber mulch, polyacrylamide, and other incidentals. Lime (when required) is paid for by the ton (megagram). Mulch and fertilizer are paid for separately.

G. Mulch

Mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

The weight for payment of straw or hay mulch will be the product of the number of bales used and the average weight per bale as determined on certified scales provided by the contractor or state certified scales. Provide written documentation to the Engineer stating the average weight of the bales.

The weight of erosion control compost mulch will be determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used. The contractor may propose other methods of providing the weight of the mulch to Engineer for approval.

H. Miscellaneous Erosion Control Items Not Shown on the Plans

These items are not paid for separately. They are included in the price bid for other contract items.

I. Diversion Channel

Diversion channels are not paid for separately. They are included in the price bid for other contract items.

J. Check Dams

Payment is full compensation for all materials, construction, and removal. Stone plain riprap, sand bag, baled wheat straw, or compost filter socks check dams are paid for per each. The required woven filter fabric required under each stone check dams is included in the bid price. Fabric check dams are paid for per linear foot.

K. Construction Exits

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

L. Retrofits

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

M. Inlet Sediment Traps

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal.

N. Rock Filter Dams

Rock filter dams are paid for per each. Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under rock filter dams and is included in the price bid for each.

O. Stone Filter Berms

Stone filter berms are paid for per linear foot (meter). Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under rock filter berms and is included in the price bid for linear foot (meter).

P. Stone Filter Rings

Stone filter rings are paid for per each. Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under stone filter rings and is included in the price bid for each.

Q. Temporary Sediment Traps

Temporary sediment traps are paid for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

The items in this section (except temporary grass and mulch) are made as partial payments as follows:

- When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.
- When the Engineer instructs the Contractor that the item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer's discretion at no change in cost. Payment for temporary grass will be made based on the number of acres (hectares) grassed. Mulch will be based on the number of tons (megagrams) used.

Payment is made under:

Item No. 163	Construct and remove silt control gates	Per each
Item No. 163	Construct and remove temporary pipe slope drains	Per linear foot (meter)
Item No. 163	Construct and remove temporary sediment barriers	Per linear foot (meter)
Item No. 163	Construct and remove sediment basins	Per each
Item No. 163	Construct and remove check dams except fabric dams	Per each
Item No. 163	Construct and remove fabric check dams	Per linear foot (meter)
Item No. 163	Construct and remove construction exits	Per each
Item No. 163	Construct and remove retrofits	Per each
Item No. 163	Construct and remove rock filter dams	Per each
Item No. 163	Construct and remove stone filter berms	Per linear foot (meter)
Item No. 163	Construct and remove stone filter rings	Per each
Item No. 163	Construct and remove inlet sediment traps	Per each
Item No. 163	Construct and remove temporary sediment traps	Per each
Item No. 163	Temporary grass	Per acre (hectare)
Item No. 163	Mulch	Per ton (megagram)

163.5.01 Adjustments

General Provisions 101 through 150.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SUPPLEMENTAL SPECIFICATION**

1st Use : Nov 22, 2013
Revised: August 27, 2015
Revised: January 22, 2016

Section 167—Water Quality Monitoring

Delete 167 and substitute the following:

167.1 General Description

This Specification establishes the Contractor's responsibility to meet the requirements of Part IV of the National Pollutant Discharge Elimination System (NPDES) Infrastructure Permit No. GAR100002. In the case of differing requirements between this specification and the Permit, whichever is the more stringent requirement shall be adhered to.

167.1.01 Definitions

Certified Personnel are defined as persons who have successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Water Quality Monitoring as used within this specification, the term "monitoring" shall be inclusive of the acts of detecting, noting, discerning, observing, etc. for the purpose of gauging compliance with the GAR100002.

Qualifying Rainfall Sampling Event means that which is defined in the current GAR1000002, Part IV.D.6.d(3).

167.1.02 Related References

A. Standard Specifications

Section 161—Control of Soil Erosion and Sedimentation

B. Referenced Documents

NPDES Infrastructure Permit No. GAR100002

GDOT WECS Seminar

EPD Rule Chapter 391-3-7

GSWCC Certification Level IA Course

OCCA 12-7-1

167.1.03 Submittals

General Provisions 101 through 150

167.2 Materials

General Provisions 101 through 150.

167.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

167.3 Construction Requirements

167.3.01 Personnel

Use GSWCC level IA certified and WECS certified personnel to perform all sampling, inspections, and rainfall data collection. Use the Contractor-designated WECS or select a prequalified consultant from the Qualified Consultant List (QCL) to perform water quality sampling, inspections, and rainfall data collection.

The Contractor is responsible for having a copy of the GAR100002 Permit onsite at all times.

167.3.02 Equipment

Provide equipment necessary to complete the Work or as directed by the Engineer.

167.3.03 Preparation

General Provisions 101 through 150.

167.3.04 Fabrication

General Provisions 101 through 150.

167.3.05 Construction

A. General

Perform inspections, rainfall data collection, testing of samples, and reporting the test results on the project according to the requirements in Part IV of the GAR100002 and this Specification.

Take samples manually or use automatic samplers, according to the GAR100002. Note that GAR100002 requires the use of manual sampling or rising stage sampling for qualifying events that occur after the first instance of the automatic sampler not being activated during a qualifying event. Analyze all samples according to the Permit, regardless of the method used to collect the samples.

If samples are analyzed in the field using portable turbidimeters, the sampling results shall state they are being used and a digital readout of NTUs is what is provided.

Submit bench sheets, work sheets, etc., when using portable turbidimeters. There are no exceptions to this requirement.

Perform required inspections and submit all reports required by this Specification within the time frames specified. Failure to perform the inspections within the time specified will result in the cessation of all construction activities with the exception of traffic control and erosion control. Failure to submit the required reports within the times specified will result in non-refundable deductions as specified in Subsection 161.5.01.B.

B. Water Quality Inspections

The Department will provide one copy of the required inspection forms for use and duplication. Inspection forms may change during the contract to reflect regulatory agency needs or the need of the Department. Any costs associated with the change of inspection forms shall be considered incidental and shall be borne by the Contractor. Alternate formats of the provided forms may be created, used and submitted by the Contractor

provided the required content and/or data fields and verbatim certification statements from the Department's current forms are included.

The Engineer shall inspect the installation and condition of each erosion control device required by the erosion control plan within seven days after initial installation. This inspection is performed for each stage of construction when new devices are installed. The WECS shall ensure all installation deficiencies reported by the Engineer are corrected within two business days.

Ensure the inspections of the areas listed below are conducted by certified personnel and at the frequencies listed. Document all inspections on the appropriate form provided by the Department.

1. Daily (when any work is occurring):

Conduct inspections on the following areas:

- a. Petroleum product storage, usage, and handling areas for spills or leaks from vehicles or equipment
- b. All locations where vehicles enter/exit the site for evidence of off-site sediment tracking

Continue these inspections until a Notice of Termination (NOT) is submitted, and use the daily inspection forms.

2. Weekly and after Rainfall Events:

Conduct inspections on these areas every seven calendar days and within twenty-four hours after the end of a rainfall event that is 0.5 in (13 mm) or greater (unless such storm ends after 5:00 PM on any Friday or any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first):

- a. Disturbed areas not permanently stabilized
- b. Material storage areas that are exposed to precipitation
- c. Structural control measures, Best Management Practices (BMPs) to ensure they are operating correctly
- d. Water quality sampling locations and equipment
- e. Discharge locations or points, e.g., outfalls and drainage structures that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters

Continue these inspections until all temporary BMPs are removed and a NOT is submitted. Use the EC-1 Form.

3. Monthly:

Once per month, inspect all areas of the site that have undergone final stabilization or have established a crop of annual vegetation and a seeding of target perennials appropriate for the region. Look for evidence of sediments or pollutants entering the drainage system and or receiving waters. Inspect all permanent erosion control devices remaining in place to verify the maintenance status and that the devices are functioning properly. Inspect discharge locations or points, e.g. outfalls, drainage structures, that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters.

Continue these inspections until the Notice of Termination is submitted and use the monthly inspection form.

C. Water Quality Sampling

When the sampling location is a receiving water, the upstream and downstream samples are taken for comparison of NTU values. When the sampling location is an outfall, a single sample is taken to be analyzed for its absolute NTU value.

D. Reports

1. Inspection Reports:

Summarize the results of inspections noted above in writing on the appropriate Daily, Weekly, Monthly, or EC-1 form provided by the Department and includes the following information:

- Date(s) of inspection
- Name of certified personnel performing inspection
- Construction phase
- Status of devices
- Observations
- Action taken in accordance with Part IV.D.4.a.(5) of the GAR100002 Permit
- Signature of personnel performing the inspection
- Any instance of non-compliance

When the report does not identify any non-compliance instances, the inspection report shall contain a statement that the best management practices are in compliance with the Erosion, Sedimentation, and Pollution Control Plan. (See the EC-1 form.)

The reports shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to the Georgia Department of Natural Resources Environmental Protection Division (GAEPD). Such reports shall be readily available by the end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. The inspection form certification sheet shall be signed by the project WECS and the inspector performing inspections on behalf of the WECS (if not the same person). Submit all inspection reports to the Engineer within twenty-four hours of the inspection. The Engineer will review the submitted reports to determine their accuracy. The Engineer will notify the certified personnel of any additional items that should be added to the inspection report.

Correct any items listed in the inspection report requiring routine maintenance within seventy-two (72) hours of notification or immediately during perimeter BMP failure emergencies. Deficiencies that interfere with traffic flow, safety, or downstream turbidity are to be corrected as soon as practical but in no case later than seven (7) calendar days following the inspection.

Assume responsibility for all costs associated with additional sampling as specified in Part IV.D.6.d.3.(c) of the

GAR100002 if either of these conditions arises:

- BMPs shown in the Plans are not properly installed and maintained, or
- BMPs designed by the Contractor are not properly designed, installed and maintained.

2. Sampling Reports

- a. All sampling shall be performed in accordance with the requirements of the GAR100002 Permit for the locations identified in the ESPCP approved by the Department.
- b. Report Requirements
Include in all reports, the following certification statement, signed by the WECS or consultant providing sampling on the project:

"I certify under penalty of law that this report and all attachments were prepared under my direct supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

When a rainfall event requires a sample to be taken, submit a report of the sampling results to the Engineer within seven working days of the date the sample was obtained. Include the following information in each report:

- 1) Date and time of sampling
 - 2) Name of certified person(s) who performed the sampling and analyses.
 - 3) Date the analyses were performed
 - 4) Time the analyses were initiated
 - 5) Rainfall amount on the sampling date (sampling date only)
 - 6) NTU of each sample & analytical method
 - 7) Location where each sample was taken (station number and left or right offset)
 - 8) Identification of whether a sample is a receiving-water sample or an outfall sample
 - 9) Project number and county
 - 10) References and written procedures, whenever available, for the analytical techniques or methods used: whether the samples were taken by automatic sampler, rising-stage sampler, or manually (grab sample)
 - 11) The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results
 - 12) A clear note if a sample exceeds 1000 NTUs by writing "exceeds 1000 NTUs" prominently upon the report.
- c. Report Requirements with No Qualifying Rainfall Events
- In the event a qualifying rainfall event does not produce a discharge to sample, or sampling is "impossible", as defined in the GAR1000002 Permit, a written justification must be included in the report as required at Part IV.D.4.a.(6) of the GAR1000002 Permit.
- d. Sampling Results
- Provide sampling results to the Project Engineer within 48 hours of the samples being analyzed. This notification may be verbal or written. This notification does not replace the requirement to submit the formal summary to the Engineer within 7 working days of the samples being collected. The Engineer will ensure submission of the sampling report to GAEPD by the 15th of the month following the sampling results as per the GAR1000002 Permit. The WECS will be held accountable for delayed delivery to the Department which results in late submissions to EPD resulting in enforcement actions.

3. Rainfall Data Reports:

Record the measurement of rainfall once each twenty-four hour period, except for non-working Saturdays, non-working Sundays and non-working Federal Holidays until a Notice of Termination is submitted. Project rain gauges and those used to trigger the automatic samplers are to be emptied after every rainfall event. This will prevent a cumulative effect and prevent automatic samplers from taking samples even though the rainfall event is not a qualifying event. The daily rainfall data supplied by the WECS to the Engineer will be the official rainfall data for the project.

167.3.06 Quality Acceptance

General Provisions 101 through 150.

167.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

167.4 Measurement

Water Quality Inspections in accordance with the inspection and reports sub-sections will be measured for payment by the month up to the time the Contract Time expires. Required inspections and reports after Contract Time has expired will not be measured for payment unless a time extension is granted by the Department.

Water Quality Sampling is measured per each. "Each" means each qualifying rainfall sampling event, not each sampled site.

When the sampling location is a receiving water, the upstream and downstream samples constitute one sample for comparison. When the sampling location is an outfall, a single outfall sample constitutes the entire sample.

167.4.01 Limits

General Provisions 101 through 150. Submit the monitoring summary report to the Engineer within 7 working days

167.5 Payment

Payment for Water Quality Inspections and Water Quality Sampling will be made as follows:

Water Quality Inspections will be paid at the Contract Price per month. This is full compensation for performing the requirements of the inspection section of the GAR100002 and this Specification, any and all necessary incidentals, and providing results of inspections to the Engineer, within the time frame required by the GAR100002 and this Specification.

Water Quality Sampling per each qualifying rainfall sampling event is full compensation for meeting the requirements of the sampling sections of the GAR100002 and this Specification, obtaining samples, analyzing samples, any and all necessary incidentals, and providing results of turbidity tests to the Engineer, within the time frame required by the GAR100002 and this Specification. This item is based on the rainfall events requiring sampling as described in Part IV.D. 6 of the GAR100002. The Department will not pay for samples taken and analyzed for rainfall events that are not qualifying events as compared to the daily rainfall data supplied by the WECS.

Payment will be made under:

Item No. 167	Water quality inspections	Per month
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Water Quality Sampling will be paid per each qualifying rainfall sampling event.

Payment will be made under:

Item No. 167	Water quality sampling	Per each
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167.5.01 Adjustments

General Provisions 101 through 150.

Office of Design Policy and Support

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 171—Silt Fence

Delete Section 171 and substitute the following:

171.1 General Description

This work includes furnishing, installing, and removing a water permeable filter fabric fence to remove suspended particles from drainage water.

171.1.01 Definitions

General Provisions 101 through 150.

171.1.02 Related References

A. Standard Specifications

Section 163—Miscellaneous Erosion Control Items

Section 700—Grassing

Section 862—Wood Posts and Bracing

Section 881—Fabrics

Section 894—Fencing

B. Referenced Documents

ASTM D 3786

ASTM D 4355

ASTM D 4632

ASTM D 4751

GDT 87

QPL 36

171.1.03 Submittals

General Provisions 101 through 150.

171.2 Materials

Materials shall meet the requirements of the following Specifications:

Material	Section
Filter Fabrics	<u>881</u>
Fencing	<u>894</u>
Wood Posts and Bracing	<u>862</u>

Conditions during Project construction will affect the quantity of the silt fence to be installed.

The Engineer may increase, decrease, or eliminate the quantity at his or her direction. Variations in quantity are not changes in details of construction or in the character of the work.

For Type A, B, and C fences, use fabric as specified in Subsection 881.2.07, "Silt Fence Filter Fabric,"

171.2.01 Delivery, Storage, and Handling

During shipment and storage, wrap the fabric in a heavy-duty covering protecting the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than 140 °F (60 °C).

When installed, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3 Construction Requirements

171.3.01 Personnel

General Provisions 101 through 150.

171.3.02 Equipment

General Provisions 101 through 150.

171.3.03 Preparation

General Provisions 101 through 150.

171.3.04 Fabrication

General Provisions 101 through 150.

171.3.05 Construction

Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer

A. Install Silt Fence

1. Install silt fence by either of the following methods:
 - a. Excavated Trench Method
Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader. If equipment cannot be operated on the site, excavate the trench by hand.
 - b. Soil Slicing Method
Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing ensuring consistent depth and placement.
2. Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.
3. Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.
4. Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.
 - a. Staples and Nails (Wood Posts): Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
 - b. Pockets: If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure the additional attachment is within the top 6 in (150 mm) of the fabric.
 - c. Install the filter fabric so 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.
 - d. For Type C fence:
 - 1) Woven Wire Supported
 - Steel Post: Use wire to attach the fabric to the top of the woven wire support fence at the midpoint between posts. Also, use wire to attach the fabric to the post.
 - 2) Polypropylene Mesh Supported
 - Wood Post: Use at least six staples per post. Use two staples in a crisscross or parallel pattern to secure the top portion of the fence. Evenly space the remaining staples down the post.
 - Steel Post: Use wire to attach the fabric and polypropylene mesh to the post.

5. Install the fabric in the trench so 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.
6. Backfill and compact the trench to ensure flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.
7. When installing a silt fence across a waterway producing significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to Section 163.

B. Remove the Silt Fence

1. Keep all silt fence in place unless or until the Engineer directs it to be removed. A removed silt fence may be used at other locations if the Engineer approves of its condition.
2. After removing the silt fence, dress the area to natural ground, grass and mulch the area according to Section 700.
3. The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.
4. Remove and replace any deteriorated filter fabric reducing the effectiveness of the silt fence.
5. Repair or replace any undermined silt fence at no additional cost to the Department.

171.3.06 Quality Acceptance

Approved silt fence is listed in QPL 36. Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. The Office of Materials and Research will remove fabric failing to meet the minimum requirements of this specification from the QPL until the products' acceptability has been reestablished to the Department's satisfaction.

At the time of installation, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3.07 Contractor Warranty

The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

171.4 Measurement

The quantity of silt fence to be paid for is the actual number of linear feet (meters) of silt fence, measured in place from end post to end post of each separate installation. The silt fence must be complete and accepted.

171.4.01 Limits

General Provisions 101 through 150.

171.5 Payment

Silt fence Type A, B, or C measured as defined in Subsection 171.4, "Measurement," is paid for at the Contract Unit Price bid per linear foot (meter).

Payment is full compensation for the following:

- Furnishing materials
- Erecting the fence
- Dressing and grassing, when required
- Removing the fence, when required

Payment for this Item is made as follows:

- Seventy-five percent of the Contract Price bid per linear foot (meter) is paid when each fence is complete in place.
- Twenty-five percent is paid at removal or acceptance.

If the silt fence must be repaired or removed, as the result of neglect or damage, perform the work at no additional cost to the Department.

Payment will be made under:

Item No. 171	Silt fence, type__	Per linear foot (meter)
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171.5.01 Adjustments

General Provisions 101 through 150.

Office of Design Policy and Support

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SUPPLEMENTAL SPECIFICATION

Section 201 – Clearing and Grubbing Right of Way

Delete Subsection 201.3.05.E.3 and substitute the following:

3. Solid Waste Material

a. Nonregulated Material

- 1) Common fill is defined as soil, rock, brick, concrete without reinforcement, concrete with reinforcement where the reinforcement has been removed flush with the surface of the concrete and cured asphalt, provided that such material does not contain hazardous waste constituents above background levels and the material results from Department funded construction contracts. Such fill is not subject to the Georgia Comprehensive Solid Waste Management Act of 1990 and the Solid Waste Management Rules when used as fill material on Department funded construction contracts or Department property or when used as fill material on property not owned by the Department when all requirements of this specification are fully met. Common fill meeting this definition may be placed as follows:

a. At a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.

b. At an off-site engineered fill location in accordance with the following requirements;

- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- A Georgia registered professional engineer shall document, certify and submit the following information on behalf of the Contractor to the Department; compaction rates, waste description including average particle size, and the depth of clean earthen fill lying above the engineered fill.

c. On site as compacted fill if prior written approval has been granted by the Engineer and in accordance with the following requirements:

- As compacted fill incorporated into embankment only. No area shall be excavated for the sole purpose of disposing of common fill.
- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- Records of the exact location by station and offsets, amount disposed per location in cubic yards, waste description including average particle size, compaction rates and depth of clean earthen fill lying above the composite materials shall be kept by the Engineer.

d. Materials that may be recycled or reused such as asphaltic concrete, Portland cement concrete, plastic, metal and materials that qualify under EPD regulations for sale or use may be reclaimed by the Contractor.

b. Regulated Material

- 1) Inert waste is defined as organic debris such as stumps, limbs and leaves, cured asphalt and any of the aforementioned common fill items that do not meet the compaction requirements when placed in an excess materials pit. An inert waste landfill permit shall be obtained in accordance with GDNR/EPD Rules to properly record the disposal of inert waste when compaction requirements are not met at an excess materials pit. If disposed of at a landfill, inert waste may only be disposed at a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 2) Construction and demolition waste is defined as construction forms, barrels, scrap metal, and other such by-products of construction not specifically listed above as either common fill or inert waste. Construction and or demolition waste must be disposed of at a permitted municipal, construction and demolition materials, or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 3) Dispose of oils, solvents, fuels, untreated lead paint residue, and other solid hazardous waste through a properly licensed hazardous waste disposal facility.

- 4) Remove municipal solid waste discovered during construction or shown on the Plans according to Section 215.

c. Solid Waste Handling and Disposal Documentation Requirements:

- 1) Waste disposed at a permitted municipal or construction and demolition landfill – all tipping receipts generated by the receiving landfill shall be provided to the Engineer.
- 2) Waste disposed at inert landfill – a copy of the landfill's Permit By Rule notification, and for landfills exceeding one acre, a copy of the landfill's NPDES General Storm water Permit Notice of Intent (NOI) and any local jurisdiction Land Disturbing Activity Permit, if applicable, shall be provided to the Engineer.
- 3) Any necessary documentation regarding a disposal site's permit status must be obtained by the Contractor and verified by the Department before any common fill, inert waste, or other solid waste is allowed to leave the site.
- 4) The documentation listed herein shall be maintained on-site in the project files and at any other location the Department deems necessary until a valid NPDES Notice of Termination is filed.

Recyclable materials must be separated from all waste materials and shall be properly stored in containers when practicable.

Excluding the above allowances, all types of waste shall be handled in full compliance with the following:

- The Georgia Solid Waste Management Rules, as amended (391-3-4)
- Georgia Comprehensive Solid Waste Management Act of 1990, as amended (O.C.G.A. 12-8-20)
- The Georgia Erosion & Sedimentation Act as amended (O.C.G.A. 12-7-1) and any applicable Local and State requirements as well as the General Permits of the Georgia Water Quality Control Act
- Any other applicable Federal, State, or Local rules or laws

**SPECIAL PROVISION 230
LUMP SUM CONSTRUCTION AND SCHEDULE OF VALUES**

230.1 General

230.1.01 DESCRIPTION OF REQUIREMENTS

- A. This contract is bid lump sum in its entirety. Payment is to be based on the Contractor provided and Owner Representative approved Schedule of Values.
- B. Submit to the Owner's Representative two (2) copies of the Schedule of Values for each major and/or minor element of work, main element, or cost center, wherein all schedule of value components will total the Contract Sum.
 - 1. The Owner's Representative will provide format for submittal of Schedule of Values.
- C. Payment requests will not be approved until the Schedule of Values is found acceptable to the Owner and the Owner's Representative.
- D. Upon request by the Owner's Representative, support values in schedule with data that will substantiate their correctness.
- E. Schedule of Values is intended to be used as basis for Contractor's application for payment.
- F. Include with Schedule of Values a listing of quantities of designated materials.
- G. The Contractor's monthly schedule is to be submitted with the application for payment. The Application for Payment will not be processed until the schedule update is received.

230.1.02 FORM OF SUBMITTAL

- A. Except as directed otherwise by the Owner's Representative, use Table of Contents of Standard Specifications as basis for format for listing cost for work.
- B. Identify each line with number and title as listed in Table of Contents of Specifications.
- C. The Schedule of Values shall incorporate the cost center codes and funding sources provided by the Owner. Pay applications must reflect these cost codes and funding source splits.

230.1.03 PREPARING SCHEDULE

- A. Itemize separate line cost for work required by each Section of Specification broken down as required by the Owner's Representative for segments of the Project.
- B. Breakdown costs to indicate:
 - 1. Delivered cost of product, with taxes paid.
 - 2. Total installed cost, with overhead and profit.
 - 3. Make sum of total costs of all items listed in schedule equal to total Contract Lump Sum.

4. Submit separate Schedule of Values for NON TE costs involved with Project

230.1.04 STORED MATERIALS

- A. To assure that certain critical materials will be available for incorporation into the Work when needed, Contractor may request approval for payment of those certain materials suitably stored at job site before they are installed. Proof of Ownership and certificates of insurance will also be required for stored material prior to payment being considered.
- B. Unless otherwise approved by the Owner, no off-site stored materials will be considered for payment prior to installation.

230.1.05 REVIEW AND RESUBMITTAL

- A. After review by Owner's Representative, revise and resubmit schedule (and stored materials) as required.

END OF SECTION

**SPECIAL PROVISION 999
Miscellaneous Construction**

Supplemental to GDOT Standard Specification;

Miscellaneous Construction Allowance, (Pay Item No. 999-9000) is intended for unforeseen or additional construction items that may be required to be added to construct the project.

The Allowance shall be directed by the City Engineer/Project Manager. The Contractor shall not be reimbursed for Miscellaneous Items, unless he has in writing specific authorization to proceed with the work from the City of Milton Project Engineer.

In the event that the scope of the project, and therefore this contract, needs to be adjusted, either by adding or deducting work, The Contractor agrees to furnish all services, labor, material, demolition (removal), overhead, profit, insurance, tools, equipment, transportation, supervision and other items necessary to complete the installation of the additional construction items for Unit Price that has been provided in the Bid Proposal Form.

If the City request additional work to be performed that is not listed as a Unit Price in the Bid Proposal Form, the Contractor agrees to make every effort to negotiate an acceptable price with the City.

Section 999.2 Payment

Final Payment to the Contractor may or may not equal 100% of the Item No. 999-9000 Miscellaneous Construction Allowance included in the Bid Proposal Form. At the completion of the project, the remaining (unused balance) of the Miscellaneous Construction Allowance, will be reduced from the Total Contract Amount. The Contractor does do not retain the unused balance of the Miscellaneous Construction Allowance.

Payment will be made under:

Item No. 999-9000 Miscellaneous Construction.....per Allowance.

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

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

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

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

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Contractor is required to give the utility at least 60 days written notice directing the removal and relocation, and the utility is required to begin removal within a reasonable time thereafter.

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

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

END OF SECTION