

ROCKDALE COUNTY, GEORGIA

INVITATION TO BID #19-25

**SALEM GATE MARKET
Salem Gate Redevelopment Connector Streets**

For



Rockdale County Department of Transportation

CONSTRUCTION DOCUMENTS

September 2019

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ROCKDALE COUNTY, GEORGIA

SALEM GATE MARKET

**Salem Gate Redevelopment Connector Streets
ITB # 19-25**

BIDDING DOCUMENTS

For



Rockdale County Department of Transportation

August 2019

INVITATION TO BID

Old Salem Road Reconstruction

ROCKDALE COUNTY, GEORGIA

The Rockdale County Board of Commissioners is soliciting sealed bids for furnishing all labor, materials and equipment for reconstruction of Old Salem Road in Rockdale County. This project will reconstruct Old Salem Road to accommodate the proposed Salem Gate Development. The improvements to Old Salem Road, including road widening, re-paving, installation of traffic control devices and a new traffic signal, and three new entrances between the Salem Gate Project site and Old Salem Road. This project is located in central Rockdale County. Bids will be accepted until the bid opening date and time on **Thursday, October 31, 2019 at 2:00 p.m.**, local time in the Department of Finance, 958 Milstead Avenue, Conyers, Georgia 30012. There will be a **Mandatory** Pre-Bid meeting on **Wednesday, October 16, 2019 at 10:00 a.m.** at the Rockdale County Department of Transportation, 2570 Old Covington Hwy, Conyers, Georgia 30012. Bidders are required to be pre-qualified by the Georgia Department of Transportation and must possess a Utility Contractors License. Submit questions and/or requests for clarifications regarding this bid no later than **Thursday, October 24, 2019 by 2:00 pm EST**. Written responses will be issued in an addendum. Any questions and/or misunderstandings that may arise from this BID must be submitted in writing and forwarded to the Department of Finance at the above address or by email. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. A 5% Bid Bond will be required. A Payment and Performance Bond in the amount of 100% of the contract amount and a payment bond of 100% of the contract amount will be required from the awarded vendor.

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

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 determined based on the sum of the base bid and any alternatives selected by the County.

The contractor shall use suppliers on the appropriate GDOT Qualified Products list.

All testing is to meet the requirements outlined in GDOT sampling, Testing and Inspection Guide.

The contractor will attend a preconstruction conference with at a minimum the following attendees: Sponsor, contractor, and selected DBE firms.

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.

NOTICE TO CONTRACTORS

Sealed Bids will be received by the Rockdale County Board of Commissioners until the bid opening date and time on **Thursday, October 31, 2019 at 2:00 p.m.** in the Department of Finance, 958 Milstead Avenue, Conyers, Georgia 30012. There will be a Mandatory Pre-Bid meeting on **Wednesday, October 16, 2019 at 10:00 a.m.** at the Rockdale County Department of Transportation, 2570 Old Covington Hwy, Conyers, Georgia 30012. Bidders are required to be pre-qualified by the Georgia Department of Transportation and possess a Utility Contractors License. Submit questions and/or requests for clarifications regarding this bid no later than **Thursday, October 24, 2019 by 2:00 pm EST**. Written responses will be issued in an addendum. Any questions and/or misunderstandings that may arise from this BID must be submitted in writing and forwarded to the Department of Finance at the above address or by email. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. A 5% Bid Bond will be required. A Payment and Performance Bond in the amount of 100% of the contract amount and a payment bond of 100% of the contract amount.

The **Work** to be done consists of the following:

Furnishing all labor, materials and equipment for the reconstruction of Salem Redevelopment Connector Streets from Old Salem Road to Iris Drive. This project is located in central Rockdale County.

The **Bidder** is required to submit the **Bid Proposal** with each part signed accordingly and the following IN THE ORDER PRESENTED BELOW:

1. Completed **Bid** Proposal Form Page
2. **Bid** Bond or Certified Check
3. Certification by Contractor Regarding Non-Segregated Facilities
4. DBE Goals List
5. Non-collusion Affidavit of Prime **Bidder**
6. Non-collision Affidavit of Subcontractor
7. Affidavit Verifying Status for County Public Benefit Application
8. Certifications
9. Lower Tier Contractor Certification Regarding Debarment, Suspension And Other Responsibility Matters
10. Contractor Affidavit under O.C.G.A. §13-10-91(b)(1)
11. Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(3)
12. Subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)
13. Certification/Drug Free Work Place
14. Federal Aid Certification
15. Utility Contractor's License Certification
16. Questionnaire
17. Subcontractors Notification List
18. Completed **Bid** Schedule of Items

Four (4) hard copies and One (1) Flash Drive containing the Bid in Adobe PDF format will be required for review purposes.

All **Work** performed for this project will be in accordance with the Georgia Department of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems, 2013 Edition, and any applicable special provisions and supplemental specifications in the **Bid** or Contract documents.

The **Bidder** shall be responsible for performing with his own organization at least Fifty percent (50%) of the **Work** in this contract. The **Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the County.

The **Bidder** shall possess a current pre-qualification with the Georgia Department of Transportation.

The **Bidder** shall possess a current Utility Contractors License with the Georgia Secretary of State.

The **Bidder** shall list ALL proposed Subcontractors on the Subcontractor Notification List on page BD.34 and shall submit this form with the Bid Proposal. All Subcontractors must be approved by Rockdale County.

The successful **Bidder** shall secure and pay for necessary approvals, permits, assessments, and changes required for the construction and installation of this project as required by local, state, and federal regulations.

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

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

Bidders submitting a bid \$2,000,000 or less must be either a prequalified contractor or a registered subcontractor with GDOT.

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

The Rockdale County Board of Commissioners reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by Rockdale County.

Bidders must complete the DBE Goals List in order to comply with the goal to provide a minimum of 8% Disadvantage Business Enterprise (DBE) participation on this project. A DBE Subcontractor must have a current DBE certification by GDOT in order to be considered as part of the 8% DBE goal. This is a goal and not a requirement, but an explanation stating reasons for not complying with the goal must be submitted.

The Construction Documents consist of the following, including all addenda issued therewith and forms referenced therein:

Bidding Documents
Sample Contract Agreement
General Conditions
Special Provisions
Appendices

As part of the **Construction Documents**, Appendices are provided for the **Bidder's** use, which consist of roadway plans and water line specifications. The plans and specifications are specific to this project and are intended to describe the extent of the Work to be completed.

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the

Procurement Officer at the following address:

Rockdale County Finance Department
Attn: Meagan Porch
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax (770) 278-8910
E-mail: meagan.porch@rockdalecountyga.gov

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

LOCAL VENDOR PREFERENCE POLICY

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bids and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitation to Bids. A copy of the Policy may be downloaded from the County website at www.rockdalecountga.gov, Under Finance/Purchasing.

The Local Vendor Preference Policy will apply to this ITB.

BID PROPOSAL, page 1 of 3

Proposal of _____ (hereinafter called "**Bidder**"), a contractor organized and existing under the laws of the State of Georgia, *an individual, a corporation, a partnership doing business as: _____.

TO: Rockdale County
(Hereinafter called "**County**")

Gentlemen:

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the following work:

Furnishing all labor, materials and equipment for the reconstruction of Old Salem Road to accommodate the Salem Gate development. The improvements to Old Salem Road, including road widening, re-paving, installation of traffic control devices and a new traffic signal, and three new entrances between the Salem Gate Project site and Old Salem Road. This project is located in central Rockdale County.

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

Bidder agrees that the cost of any **Work** performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices **Bid** for the various items scheduled.

Bidder further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the **Work** by **365 DAYS from Notice to Proceed Date**, or as may be specified by Special Provisions.

BID PROPOSAL, page 2 of 3

Bidder assumes the responsibility to download all addenda published on the Rockdale County website prior to submittal of his **Bid**, and accepts that failure to acknowledge receipt of each and every addendum individually is grounds for finding the **Bid** non-responsive. **Bidder** hereby acknowledges receipt of the following addenda:

The undersigned further agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within ten (10) calendar days after the award thereof, the **Bid Bond** or certified check accompanying his **Bid** and the money payable thereon shall be forfeited to the **County** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **Bidder**.

The **Bidder** declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of **Work** be increased, the undersigned proposes to do the additional **Work** at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price **Bid** and will make no claim for anticipated profits for any decrease in the quantities, and that actual completed, final quantities will be determined upon completion of **Work** and acceptance by the **County**, at which time adjustment will be made to the Contract amount by direct increase or decrease.

Attached hereto is a **Bid** bond or certified check on the (Bank) _____ in the amount of _____, (Five percent (5%) of Total Amount **Bid**).

The full name and residence of persons or parties interested in the foregoing **Bid** as contractors are named as follows:

BID PROPOSAL, page 3 of 3

Rockdale County, Georgia

Signed, sealed, and dated this _____ day of _____, 20____.

Bidder: _____

(Company Name)

By: _____

Title: _____

Mailing Address:

BID BOND, page 1 of 2

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 ROCKDALE COUNTY, GEORGIA, as **County**, 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 _____, 20____.

The condition of the above obligation is such that whereas the **Contractor** has submitted to ROCKDALE COUNTY, GEORGIA a certain **Bid** attached hereto and hereby made a part hereof to enter into a contract in writing for the following work:

Furnishing all labor, materials and equipment for the reconstruction of Old Salem Road to accommodate the Salem Gate development. This project is located in central Rockdale County.

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.

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 **County** may accept such **Bids**, and said **Surety** does hereby waive notice of any such extension.

BID BOND, page 2 of 2

IN WITNESS WHEREOF, the **Contractor** and the **Surety** have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Contractor (SEAL)

By: _____

Surety (SEAL)

By: _____
Georgia Representative

CERTIFICATION BY CONTRACTOR
Regarding
NON-SEGREGATED FACILITIES

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

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

Bidder (Print)

(Signature)

Name of Signer (Print)

Title of Signer

Date

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.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

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

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____ (Print)

Title _____ (Print)

Subscribed and Sworn to before me
this _____ day of _____ 20____.

(SEAL)

Title

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____)

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

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____ (Print)

Title _____ (Print)

Subscribed and Sworn to before me
this _____ day of _____ 20____.

(SEAL)

Title

**Affidavit Verifying Status
for County Public Benefit Application**

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Date

Signature of Applicant:

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20__.

Notary Public
My commission Expires:

***Note:** O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

CERTIFICATIONS**Page 1 of 2**

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

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Construction Documents for this project and the Georgia Department of Transportation Standard Specifications, 2013 Edition, and the Supplemental Specifications and Special Provisions included in and made a part of this Proposal, and have also personally examined the sites of the **Work**. On the basis of the said Specifications and Documents, I proposed to furnish all necessary labor, machinery, tools, apparatus and other means of construction, and do all the **Work** and furnish all the materials in the manner specified.

I understand that any quantities mentioned or provided 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 Rockdale County would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within ten (10) 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 Rockdale County 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 Rockdale County Board of Commissioners as required by the laws of the State of Georgia. This bond shall not only service 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.

CERTIFICATIONS
page 2 of 2

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of Rockdale County or Consulting Engineers 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 Rockdale County through its Director of Transportation 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 Rockdale County employees.

Contractor

(Signature)

Name of Signer

Title of Signer

Date

**LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date _____ (Seal)

INSTRUCTIONS

Instructions for Debarment Certification

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

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Debarment Certificate above.
2. The certification, Debarment, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or Agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the department or Agency may pursue available remedies, including suspension and/or debarment.

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 (name of public employer) 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

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

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 a contract with (name of contractor) on behalf of (name of public employer) 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 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 Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Sub-subcontractor Affidavit under O.C.G.A. §13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. §13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractors hereby attest that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative or _____
_____ whose address is _____
_____ and it is also that:

1. 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" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance or the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the SPONSOR 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 the Official Code of Georgia Annotated Section 50-24-3; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: _____

Signature: _____

UTILITY CONTRACTOR'S LICENSE CERTIFICATION

(If a subcontractor will be performing the utility work, the subcontractor must possess a utility contractor's license. Please include both the Prime and Subcontractor information below if work will be performed by both parties.)

Prime Contractor

Utility Contractor's Name: _____

Utility Contractor's License Number: _____

License Classification: _____

Expiration Date of License: _____

Subcontractor

Utility Contractor's Name: _____

Utility Contractor's License Number: _____

License Classification: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

QUESTIONNAIRE

Project Name: Old Salem Road Reconstruction

Date: _____
(PLEASE ATTACH SEPARATE SHEETS AS NECESSARY)

*****ALL QUESTIONS MUST BE ANSWERED THOROUGHLY BY THE BIDDER. DO NOT LEAVE ANY QUESTION BLANK. MARK N/A IF NOT APPLICABLE. FAILURE TO THOROUGHLY ANSWER ALL QUESTIONS MAY RESULT IN DELAY OF CONTRACT OR DISQUALIFICATION OF THE BIDDER. *****

A. GENERAL INFORMATION

1. How many years has your organization been in business as a Contractor performing roadway construction? _____
2. State the true and exact, correct, and complete name under which you do business.

3. How many years has your organization been in business under its present name? _____
4. Under what other or former names has your organization operated? _____

5. State the true and exact, correct, and complete address of facility where service will be provided from. _____

B. EXPERIENCE

1. Briefly describe the nature and contract value of projects typically executed by your organization.

2. On a separate sheet, list a minimum of three projects that you have completed similar in type, size, and nature as the one proposed. Preference should be given to county/state/federal projects. Provide the following information for each project:
 - Name of Project
 - Owner
 - Contact and Phone Number
 - Address
 - Engineer
 - Contact and Phone Number
 - Address
 - Date Started
 - Date Completed
 - Project Superintendent
 - Value of Contract
 - Description of Project

3. Attach qualifications and experience for proposed key personnel who will be assigned to the project if awarded, including: Project Managers, Superintendents, Foreman, Technicians, and Engineers, etc.
4. Describe the typical organization of staff assigned to a project executed by your firm (including the number/level of supervisory staff per number of workers).
5. What equipment do you own that you will use for this Work? Attach a detailed list. Include make, model and year of manufacture of each piece of equipment.
6. What equipment will be leased or rented for use on this Project? Attach a detailed list.
7. Attach a description of your firm's training program in Health and Safety for employees over the past year. Note dates, instructions, location and overall content of program.
8. Provide information on your organization's safety record for the past three years.
9. Provide at least three (3) references familiar with roadway construction projects you have completed in the past five (5) years. Preference should be given to county/state/federal projects. References should not be a current employee or subcontractor that will be utilized by your firm.

Reference #1

- a. Organization Name: _____
- b. Description of Project: _____
- c. Contract Period: _____
- d. Contact Person/Title: _____
- e. Phone Number: _____

Reference #2

- a. Organization Name: _____
- b. Description of Project: _____
- c. Contract Period: _____
- d. Contact Person/Title: _____
- e. Phone Number: _____

Reference #3

- a. Organization Name: _____
- b. Description of Project: _____
- c. Contract Period: _____
- d. Contact Person/Title: _____
- e. Phone Number: _____

C. PERFORMANCE AND COMMITMENTS

1. Has your organization ever failed to complete work awarded to you? If so, where, when, and why?

2. Has your organization filed a construction claim against the Owner on any work awarded to you within the last five years? If so, where, when, and why?

3. Has your organization filed a construction claim against the Engineer on any work awarded to you within the last five years? If so, where, when, and why?

4. Has your organization had to pay liquidated damages on any work awarded to you within the last five years? If so, where, when, and why?

5. Have you ever been involved in litigation regarding work awarded to you as a prime Contractor or Subcontractor?

6. On a separate sheet, list major projects your organization has in progress, giving the name of the project, owner, architect/engineer, contract amount, percent complete, and scheduled completion date.

D. FINANCIAL INFORMATION

1. If a private company, the Offeror shall provide a copy of their (2) two most recent year's internal financial statements, and a letter from their financial institution, on the financial institutions letterhead, stating the Offeror's financial stability.
2. If a public company, the Offeror shall provide a copy of their last (2) two years audited financial statements.

D. OTHER INFORMATION

Provide other information to illustrate your qualifications to do the Work (Include attachments as applicable).

The undersigned all statements and answers contained herein are true, complete, and accurate to the best of your knowledge.

Date Questionnaire Submitted: _____

Name of Organization _____

Authorized Signature _____

Name & Title of Signer (Printed) _____

Business Address _____

Phone Number _____ Fax Number _____

END QUESTIONNAIRE

SUBCONTRACTORS NOTIFICATION LIST

ALL PROPOSED SUBCONTRACTORS MUST BE LISTED BELOW. Attach additional sheets if necessary.

All Subcontractors must be approved by Rockdale County.

Please list any Subcontractors, the address, Business License number, scope of work, and percent of work assigned for each Subcontractor who may be doing work in the County.

General Contractor: _____

License Number: _____

Subcontractor: _____

License Number: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____

Scope of Work: _____ Percent of Work: _____

cc: Rockdale County Department of Transportation
Rockdale County Department of Finance

Old Salem Road Reconstruction

BID SCHEDULE OF ITEMS

Contract Scope: Furnishing all labor, materials and equipment for the reconstruction of Old Salem Road to accommodate the Salem Gate development. This project is located in central Rockdale County.

ROCKDALE COUNTY, GEORGIA

INVITATION TO BID # 19-25

**SALEM GATE MARKET
Salem Gate Redevelopment Connector Streets**

CONTRACT AGREEMENT

For

Rockdale County Department of Transportation (RDOT)

CONTRACT # C-2019 - _____

CONTRACT AGREEMENT

THIS AGREEMENT made by and between ROCKDALE COUNTY, GEORGIA, hereinafter called "**County**", and _____ a contractor doing business as a corporation of the City of _____, County of _____, and State of _____, hereinafter called "**Contractor**".

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

Furnishing all labor, materials and equipment for the reconstruction of Salem Redevelopment Connector Streets from Old Salem Road to Iris Drive. This project is located in central Rockdale County.

hereinafter called the "Project", for the sum of \$**XXX,XXX.XX** (**XXX, XX, and XX Cents**) and all extra work in connection therewith, under the terms as stated in the General Conditions, Special Provisions, Appendices and Detailed Specifications of the Contract, and at **Contractor's** own cost and expense necessary to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services to complete the said project in accordance with the conditions and prices stated in the proposal, the General Conditions, Special Provisions, Appendices, and Detailed Specifications of the Contract, the plans, which include all explanatory matter thereof, as prepared by Rockdale County, the specifications and contract documents as enumerated in Section 105.04 of the General Conditions, hereinafter called the "**Work**", all of which are made a part hereof and collectively constitute the Contract.

The **Contractor** shall promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work by **365 Days from Notice to Proceed** or as may be specified by Special Provision.

The **County** agrees to pay the **Contractor** in current funds for the performance of the Contract subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Section 109 of the Specifications, as modified in the General Conditions and Special Provisions.

CONTRACT
page 2 of 2

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

Executed this ___ day of _____, 201__.

ROCKDALE COUNTY, GEORGIA

ATTEST: _____ By: _____ (Seal)
Ex-Officio Clerk Oz Nesbitt, Sr.
Chairman, Board of Commissioners

CONTRACTOR

ATTEST: _____ By: _____ (Seal)
Secretary or Assistant

(Print)
President or Vice President

Approved as to Form:

County Attorney

100% PERFORMANCE BOND

page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto ROCKDALE COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount of **\$XXX,XXX.XX (XXX, XXX, XXX and XX Cents)** for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Contractor** has by written agreement dated _____, 201__, entered into a contract with the **County** to:

Furnishing all labor, materials and equipment for the reconstruction of Salem Redevelopment Connector Streets from Old Salem Road to Iris Drive. This project is located in central Rockdale County.

in accordance with drawings and specifications prepared by Rockdale County, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **Contractor** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

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

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

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

100% PERFORMANCE BOND
page 2 of 2

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

Signed and sealed this ___ day of _____, 201__.

in the presence of:

Contractor

_____ By: _____ (SEAL)
Witness

Surety

_____ By: _____ (SEAL)
Witness

100% LABOR AND MATERIAL PAYMENT BOND
page 1 of 2

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter called **Contractor**, and _____, a corporation organized and existing under the laws of the State of _____, hereinafter called **Surety**, are held and firmly bound unto ROCKDALE COUNTY, GEORGIA, as obligee, hereinafter called **County**, in the amount of **\$XXX,XXX.XX (XXX, XXX, XXX, XXX, and XX cents)** for the payment whereof **Contractor** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor as by written agreement dated _____, 201__, entered into a Contract with County to:

Furnishing all labor, materials and equipment for the reconstruction of Salem Redevelopment Connector Streets from Old Salem Road to Iris Drive. This project is located in central Rockdale County.

in accordance with drawings and specifications prepared by Rockdale County, which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named Contractor and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - A. Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above-

100% LABOR AND MATERIAL PAYMENT BOND

page 2 of 2

named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, the County, or the Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- B. After one year from the completion of the Contract and the acceptance by County of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - C. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this ____ day of _____, 201__.

Contractor

By: _____ (Seal)

Witness

Surety

By: _____ (Seal)

Witness

Georgia Representative

This bond is issued simultaneously with Performance Bond in favor of the County.

SUBCONTRACTOR NOTIFICATION LIST

Required information on Subcontractors doing work in Rockdale County:

Please list any Subcontractors, the address, Business License number, scope of work and start date, and percent of work assigned for each Subcontractor who may be doing work in the County.

General Contractor/Developer: _____

License Number: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

Subcontractor: _____

License Number: _____ Start Date: _____

Scope of Work: _____ Percent of Work: _____

cc: Rockdale County Department of Transportation
Rockdale County Department of Finance

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)

County of _____)

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

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) of _____, hereinafter referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ Contract pertaining to the Project in Rockdale County, Georgia;
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Rockdale County or any person interested in the proposed Contract; and,
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Name _____ (Print)

Title _____

Subscribed and Sworn to before me

this ____ day of _____, 201__.

_____ (SEAL)

Title

FINAL AFFIDAVIT

TO: ROCKDALE COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by _____ or any of his Subcontractors in connection with the construction of

Furnishing all labor, materials and equipment for the reconstruction of Salem Redevelopment Connector Streets from Old Salem Road to Iris Drive. This project is located in central Rockdale County.

in ROCKDALE COUNTY have been paid and satisfied in full as of _____, 201__, and that there are no outstanding obligations or claims of any kind for the payment of which Rockdale County on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature _____

Title _____

Personally appeared before me this _____ day of _____, 201__.

_____, who under oath deposes and says that he is of the firm of _____ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public _____

My Commission Expires _____

Date _____

CONTRACT SCHEDULE OF ITEMS

Contract Scope: **Furnishing all labor, materials and equipment for the reconstruction of Salem Redevelopment Connector Streets from Old Salem Road to Iris Drive. This project is located in central Rockdale County.**

Vendor: _____

Signature: _____

A COPY OF THE BID SCHEDULE WILL BE DUPLICATED AS PART OF THE CONTRACT.

END OF SECTION

ROCKDALE COUNTY, GEORGIA

INVITATION TO BID #19-25

**SALEM GATE MARKET
Salem Gate Redevelopment Connector Streets**

GENERAL CONDITIONS

For

Rockdale County Department of Transportation (RDOT)

CONTRACT # C-2019-_____

GENERAL CONDITIONS

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Transportation Systems, 2013 Edition, and any Supplemental Specifications modifying them, except as noted below and in the Special Provisions.

Modification of Standard Specifications

SECTION 101 - DEFINITION AND TERMS

Section 101.10 BOARD

Delete as written and substitute the following:

"BOARD OF COMMISSIONERS OF ROCKDALE COUNTY, GEORGIA";

Section 101.13 CHIEF ENGINEER

Delete as written and substitute the following:

"THE ROCKDALE COUNTY DIRECTOR OF TRANSPORTATION"

Section 101.14 COMMISSIONER

Delete as written and substitute the following:

"THE CHAIRMAN OF THE BOARD OF COMMISSIONERS OF ROCKDALE COUNTY"

Section 101.16 CONTRACT

Delete the second paragraph and substitute the following:

"The Contract Documents shall be composed of the Advertisement for Bid; Notice to **Contractors**; Form of Bid Proposal; General Conditions; Special Provisions; Detail Specifications, as identified in Section 105.04; Form of Contract; Form of Bond(s); Addenda; the drawings, including all changes incorporated herein before their execution; and also any Change Orders and Supplemental Agreements that are required to complete the construction of The Work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument. No oral agreement or orders are to be considered as valid or as a part of the Contract."

Section 101.22 DEPARTMENT

Delete as written and substitute the following:

"THE ROCKDALE COUNTY DEPARTMENT OF TRANSPORTATION"

Section 101.24 ENGINEER

Delete as written and substitute the following:

"THE ROCKDALE COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Section 101.62 STATE HIGHWAY ENGINEER

Delete as written and substitute the following:

"THE ROCKDALE COUNTY DIRECTOR OF TRANSPORTATION, ACTING DIRECTLY OR THROUGH HIS DULY AUTHORIZED REPRESENTATIVES."

Section 101.74 SUPPLEMENTAL AGREEMENT

Retain as written and add the following:

"Any Supplemental Agreement that has a dollar value amount that is less than \$25,000.00 shall not require the assent of the Surety."

Section 101.81 TREASURER

Delete as written and substitute the following:

"THE ROCKDALE COUNTY DIRECTOR OF FINANCE"

Add Section 101.84:

Section 101.84 "COUNTY: THE ROCKDALE COUNTY BOARD OF COMMISSIONERS"

SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Delete in its entirety and substitute the following:

"Proposals will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude. Contractors must be presently prequalified to do this type of work with the Georgia Department of Transportation and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board.

Bidders may be required to submit evidence setting forth qualifications which entitle him to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the **County** may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.

The **County** may make such investigations as it deems necessary to determine the ability of the **Bidder** to perform the work, and the **Bidder** shall furnish to the **County** all such information and data for this purpose as the **County** may request. The **County** reserves the right to reject any bid if the evidence submitted by, or investigation of, such **Bidder** fails to satisfy the **County** that such **Bidder** is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted."

Section 102.03 CONTENTS OF PROPOSAL FORMS

Delete in its entirety and add the following:

"Upon request, the **County** will furnish the prospective **Bidder** with a Proposal Form. This form will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a Schedule of Items for which Unit Bid prices are invited. The Proposal Form will state the time in which The Work must be completed, the amount of the Proposal Guaranty, and the date of the opening of Proposals. The form

will also include any Special Provisions or requirements which vary from or are not contained in the Standard Specifications. All papers which are required to be submitted as part of the Proposal are identified in the Proposal Form, and those papers must not be altered except as directed by Addendum. The Plans, Specifications, and other documents designated in the Proposal Form will be considered a part of the Proposal whether attached or not. The prospective **Bidder** will be required to pay the sum stated in the Notice to Contractors for each copy of the Proposal Form and each set of Plans."

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following:

"Each **Bidder** must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful **Bidder** of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible the **CONTRACTOR**, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor. Bidders, before making proposals, shall examine the plans and specifications and make such examinations on the ground as are necessary to thoroughly familiarize themselves with the nature and extent of the proposed construction and all local conditions affecting the same, as the **County** will not be responsible for **Bidder's** errors or misjudgment, nor for any information on local conditions or general laws or regulations.

No interpretation of the meaning of the plans and specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing and addressed to:

Rockdale County Finance Department Purchasing Division

Attn: Meagan Porch, Buyer

958 Milstead Avenue

Conyers, GA 30012

Phone: (770) 278-7557, Fax (770) 278-8910

E-mail: meagan.porch@rockdalecountyga.gov

and to be given consideration must be received at least six (6) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed by registered mail, with return receipt requested, to all prospective **Bidders**, at the respective addresses furnished for such purposes, not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such **Bidder** from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

At the time of the opening of bids, each **Bidder** will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any **Bidder** to examine any form, instruments or documents shall in no way relieve any bidder from any obligation in respect to his bid."

Section 102.06 PREPARATION OF PROPOSAL

Retain as written except delete the sixth and seventh paragraphs, and add the following:

"If a proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the proposal must show the name of the state under which the laws of the corporation are chartered and his or their authority for signing same; the names, titles, and address of their President, Secretary, and Treasurer, and the corporate authority for doing business in Georgia."

Section 102.07 REJECTION OF PROPOSALS

Add the following subparagraphs:

I. The **County** reserves the right to reject any and all bids, to waive formalities and to re-advertise. It is understood that all bids are made subject to this Contract Agreement, that the **County** reserves the right to award the bid to the lowest, responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, his financial responsibility, and work of this type successfully completed.

J. The **County** also reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to Rockdale County, Georgia."

Section 102.08 PROPOSAL GUARANTY

Delete and substitute the following:

"No proposal will be considered unless it is accompanied by a certified check or acceptable Bid Bond in an amount not less than five percent (5%) of the amount bid and made payable to the Board of Commissioners of Rockdale County. Such Bid Bond shall be on the forms provided by the **County**.

Each bid must be accompanied by a Bid Bond prepared on the form of Bid Bond attached hereto, duly executed by the **Bidder** as **Contractor**, and having as surety thereon a surety company approved by the **County** and accepted by the U. S. Department of the Treasury and listed in Department Circular 570. The surety must be licensed to conduct business in the State of Georgia. The Bid Bond must be in the amount of 5% of the bid. No Proposal Guaranty will be considered to cover any Bid except the one to which it is attached.

Attorneys-in-fact who sign Bid Bonds must file a certified and effectively dated copy of their power of attorney."

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and substitute the following:

"All bids must be on forms in conformity with the proposal form included herein and must be for labor and materials called for in the Specifications, shown on the plans and bulletins issued prior to bidding. Bids must be submitted in a sealed envelope of sufficient size with the following clearly typed or printed on the outside:

Rockdale County Department of Finance
Proposal for Construction
Project Name
Date and Hour of Bid Opening
Company Name

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The entire proposal package as designated in the Proposal Form must be submitted with the bid. Failure to do so could result in the omission of pertinent documents and the rejection of the apparent low bid."

Four (4) hard copies and one (1) USB flash drive with a copy of the Bid in Adobe PDF format will be required for review purposes.

Section 102.10 WITHDRAWAL OR REVISION OF PROPOSALS

Add the following:

"Any **Bidder** may modify his bid by telegram, letter or facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the **County** prior to the closing time and provided, further, the **County** is satisfied that a written confirmation of the transmitted modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the transmitted modification."

SECTION 103 - AWARD AND EXECUTION OF CONTRACT

Section 103.01 CONSIDERATION OF PROPOSALS

Delete the third sentence in its entirety and substitute the following:

"In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped."

Section 103.02 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

If a Contract is awarded, it will be awarded to the lowest responsible **Bidder**. The **County** will determine that **Bidder**, and, in so doing, the following elements will be considered: whether the **Bidder** involved (a) maintains permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience (e) past performance on county contracts (i.e.: scheduling, coordination, cooperation, etc.) (f) past, pending, or threatened litigation, arbitration, or mediation with the **County**. The Contract will be awarded on the base bid only. Rockdale County reserves the right to exercise its discretion as to the responsibility of any **Bidder**.

When notified by and of the Department's recommendation for award of this Contract, the **Contractor** shall immediately secure Performance and Payment Bonds as per the Contract, properly execute two (2) original Contract Documents and submit them to the **County**, with proof of insurance in accordance with the Special Provision in the Proposal, within five (5) calendar days of notification.

The Board shall have the right to hold bids after bid opening for a period of ninety (90) days."

Section 103.04 RETURN OF PROPOSAL GUARANTY

Delete in its entirety and add the following:

"All Proposal Guaranties (Bid Bonds) will be returned to all except the three lowest **Bidders** within three days after the opening of the bids, and the remaining Bid Bonds will be returned promptly after the **County** and the accepted **Bidder** have executed the Contract, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the **Bidder** at any time thereafter, so long as he has not been notified of the acceptance of this bid.

The **County** reserves the right to return all Proposal Guaranties by registered or certified mail and its responsibility pertaining to them will end when they are mailed."

Section 103.05 REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS

Delete in its entirety and substitute the following:

"Simultaneously with his delivery of the executed Contract, the **Contractor** shall furnish a surety bond or bonds, in a sum equal to the full amount of the Contract, as security for faithful performance of the Contract and for the payment of all persons performing labor on the project under this Contract, and furnishing material in connection with this Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the **County** and be countersigned by the State of Georgia's representative/agent. The surety

issuing the bonds must be accepted by the U.S. Department of the Treasury and listed in Department Circular 570 and approved by the **County**.

Attorneys-in-fact who sign performance and payment bonds must file a certified and effectively dated copy of their power of attorney."

Section 103.06 EXECUTION AND APPROVAL OF CONTRACT

Add the following:

"Execution of the Contract by **Contractor** shall not be considered complete unless **Contractor** submits proper proof of coverage of Insurance in compliance with the following requirements:

- A. **Contractor's Liability Insurance:** **Contractor** shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance or non-performance of the work and **Contractor's** other obligations under the Contract Documents, whether such performance is by the **Contractor's** own organization, its subcontractors or suppliers, or any individual directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Contractor, at all times that this Contract is in force, agrees to provide, as a minimum, insurance coverages in accordance with the attached insurance requirements. The **County**, its subcontractors, and affiliated companies, their officers, directors, employees and agents shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability, Contractor's Pollution Liability and Umbrella Liability Insurance maintained pursuant to this Contract in connection with liability of the **County** and their officers, directors, employees and agents arising out of Contractor's operations. Copies of the endorsements shall be furnished to the **County** prior to execution of the contract. Such insurance is primary insurance and shall contain a severability of interest clause as respects each insured.

- 1) Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of **Contractor's** employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than **Contractor's** employees;
- 4) Claims for damages insured by personnel injury liability coverage which are sustained a) by any person as a result of an offense directly or indirectly related to the employment of such person by **Contractor**, or b) by any other person for any other reason;
- 5) Claims for damages, other than to work itself because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
- 6) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to **County**. All such insurance shall remain in effect until final payment and at all times thereafter when **Contractor** may be correcting, removing, or replacing defective work. In addition, **Contractor** shall maintain such completed

operations insurance for at least one year after final payment and furnish **County** with evidence of continuation of such insurance at final payment.

- B. **County** shall not be responsible for purchasing and maintaining any property insurance to protect the interests of **Contractor** or subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If **Contractor** wishes property insurance coverage within the limits of such amounts **Contractor** may purchase and maintain it at his own expense.
- C. If **County** has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by **Contractor** in accordance with subparagraphs A through E, **County** will notify **Contractor** thereof within ten (10) days of the date of the delivery of such certificates to **County**. **Contractor** will provide to the **County** such additional information in respect of insurance provided by him as **County** may reasonably request. The right of the **County** to review and comment on Certificates of Insurance is not intended to relieve the **Contractor** of his responsibility to provide insurance coverage as specified nor to relieve the **Contractor** of his liability for any claims which might arise.
- D. The limits of liability for the insurance required by paragraph A of these General Conditions shall provide coverage for not less than the following amounts or greater where required by law.

For Claims under paragraphs A.1 and A.2, Workmen's Compensation

State	Statutory
Applicable Federal (e.g.) Longshoremen's Employer's Liability	Statutory \$1,000,000/person \$1,000,000/occurrence

For Claims under A.2 through A.5,

Commercial General Liability

\$1,000,000	Each Occurrence Limit
\$1,000,000	Personal & Advertising Injury Limit
\$2,000,000 (per project)	General Aggregate Limit
\$2,000,000	Products / Completed Ops Aggregate Limit

Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence
\$1,000,000 Operations	Annual Aggregate Products and Completed

Property Damage Liability Insurance will provide explosion, collapse, and underground coverage where applicable.

Property Coverage or Builders Risk Policy:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence

Personal injury with employment exclusion deleted.

\$1,000,000	Annual Aggregate
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For Claims under A.6, Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000	Each Person
\$1,000,000	Each Accident

Property Damage:

\$1,000,000	Each Occurrence
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The Contractual Liability required by paragraph B shall provide coverage for not less than the following amounts:

Contractual Liability Insurance:

Bodily Injury:

\$1,000,000	Each Occurrence
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Property Damage:

\$1,000,000	Each Occurrence
\$1,000,000	Annual Aggregate

E. Scope of Insurance and Special Hazards

The amounts of insurance in subparagraph "D" above are minimum amounts of insurance to be carried. The **Contractor** shall carry such additional insurance as may be required to provide adequate protection of the **Contractor** and his subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations may be by the insured or by anyone directly or indirectly employed by him and, also, against any of the special hazards which may be encountered in the performance of this Contract.

The **Contractor's** and subcontractors' Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring, underpinning, blasting and explosion to the extent to which such risks are present."

Contractor's Pollution Liability (with 1 year extended reporting period)

\$1,000,000	Each Occurrence
\$2,000,000	Each Aggregate

Excess Umbrella Liability:

\$3,000,000	Excess Umbrella Liability
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Section 103.07 FAILURE TO EXECUTE CONTRACT

Delete in its entirety and substitute the following:

"Failure or refusal to execute and deliver the Contract, Contract Performance and Payment Bond, or furnish satisfactory proof of insurance coverage required within ten (10) days after the date of notice of the Department's recommendation for award shall be just cause for the annulment of the award and for the

forfeiture of the Proposal Guaranty to Rockdale County, not as a penalty, but as liquidation of damages sustained for such failure or refusal. At the discretion of the **County**, the award may then be made to the next lowest responsible Bidder, or the Work may be re-advertised or constructed by County forces.

If the **County** re-advertises the project, the **County** may, at its discretion, not allow the Bidder who refused or failed to execute a contract, or who requested to withdraw any bid, to perform work on that contract or project as a contractor, subcontractor or in any other capacity for any function of construction. The Contract and Contract bonds shall be executed in two (2) original counterparts."

SECTION 105 - CONTROL OF WORK

Section 105.02 PLANS AND WORKING DRAWINGS

Add the following paragraphs:

"If, in the process of the Contract, discrepancies arise, 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 submit promptly to the Engineer six (6) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and the return thereof, the **Contractor** shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with two (2) corrected copies. If requested by the Engineer, the **Contractor** must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the **Contractor** shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications at the time he furnishes such drawings."

Section 105.07 COOPERATION BETWEEN CONTRACTORS

Add the following paragraph:

The contractor shall coordinate with other contractors in the area constructing the Salem Gate Market Development. Drainage structures and other adjoining items shall be coordinated to ensure that all connections and proper drainage flow are maintained.

Section 105.14 MAINTENANCE DURING CONSTRUCTION

Retain in its entirety, but insert the following after the first paragraph:

"At all times, the **Contractor** shall perform work as may be required to protect the entire site, including both existing conditions and performed work, from damage. Furthermore, the **Contractor** shall be responsible for all damages to all persons and property due to the non-maintenance of the project site."

SECTION 106 - CONTROL OF MATERIALS

Section 106.03.A.3 SAMPLES, TESTS, CITED SPECIFICATIONS

Add the following paragraphs:

"The costs of any initial tests shall be borne by the **County**. Retesting due to failure of the initial test shall be billed to the **Contractor** by the County to include a ten percent (10%) administrative fee."

"Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturer's or vendor's names, catalog number, etc., it is intended merely to establish a standard; and any material, article, or equipment of the other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article,

or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the **Contractor** without the Engineer's written approval."

SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 107.02 PERMITS AND LICENSES

Add the following paragraphs:

"The **Contractor** shall provide the **County**, on the proper form, proof of being licensed to do business within Rockdale County; proof of proper business licenses shall also be provided by the prime **Contractor** for any and all subcontractors coming under the jurisdiction of this Contract. (See Subcontractors' Notification List.)

Before any work proceeds along areas adjacent to a State Highway, the **Contractor** shall assure that a permit showing that the project is approved by the Georgia Department of Transportation is posted. **The Contractor shall notify both the Engineer and the local Georgia Department of Transportation's representative 48 hours before moving into a new area to begin construction.**"

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Retain as written and add the following:

"The **Inspector** shall distribute a notice to each residence or business adjacent to the roadway *within the limits* of the project. The **County** will provide this notice to the **Inspector**, and it will be the responsibility of the **Inspector** to deliver the notices. To ensure that that these notices will be timely, they shall be distributed by individual road segment (project site), and they shall be distributed at least 24 hours prior to beginning construction activities on the respective road segment.

The notices will be used to inform the affected parties of the activities that will be occurring and will identify the **Contractor**.

The notice will be in the form of a letter and are not to be placed in or on the mailboxes. The **Inspector** will notify the **Contractor** upon completion of this work so that the **Contractor** can perform the work on the roadway. The **Contractor** may not work on a street without the letters being distributed.

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Retain subparagraph C. and add the following paragraph:

"All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions."

Delete subparagraph F in its entirety and substitute the following:

"The **Contractor** shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron during the entire time of construction. It may be necessary for the **Contractor** to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the **Contractor** shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the **Contractor** will remain the responsibility of the **Contractor**, all damaged posts and/or mailboxes shall be replaced and installed by the **Contractor** at his expense, including mailbox enclosures of masonry construction.

Any cost or costs to the **Contractor** for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price. Masonry mail boxes will not be relocated; however, if removed, a standard mail box will be installed."

Section 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Add the following paragraph:

"**Contractor** shall indemnify and hold harmless the **County** and its agents, employees, successors, and assigns from and against all loss, cost, damage, claim, suit, and judgment, including attorney's fees, arising out of or resulting from the performance or non-performance of the work. **Contractor's** duty to indemnify applies in connection with, but is not limited to, injury to or death of any person or persons, loss of or damage to property caused by or in any way connected with **Contractor's** performance or non-performance of the work, whether such injury, death, loss, or damage results from any cause whatsoever. The **Contractor's** duty to indemnify shall extend to all claims, damage, loss, or expense caused in whole or in part by any act or omission of the **Contractor**, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The duty of the **Contractor** to indemnify, contained herein, shall not extend to any claim, damage, loss, or expense which results solely from the negligence of a party indemnified hereunder."

Section 107.17 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Retain in its entirety and add the following new paragraph:

"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 instruction from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the **Contractor** due to such extra work shall be promptly submitted to the Engineer for approval.

Where the **Contractor** has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Engineer."

Section 107.18 AQUISITION OF RIGHT OF WAY

Delete in its entirety and substitute the following:

"The **County** shall furnish all land and right-of-way necessary for the carrying out of this Contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way as herein contemplated may not be completely secured before construction begins, in which event the **Contractor** shall begin his Work upon such land and rights-of-way as the **County** may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the **County** be prevented or enjoined from proceeding with the Work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said Work, the **Contractor** shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the Contract except by consent of the **County**, but time for completion of the Work will be extended to such time as the **County** determines will compensate for the time lost by such delay, such determination to be set forth in writing."

Section 107.20 NO WAIVER OF LEGAL RIGHTS

Retain in its entirety and add the following:

"The **Contractor** shall guarantee the work accomplished under this Contract for a period of twelve (12) months from the date of final acceptance. The **Contractor** shall remedy, at his own expense, and without additional cost to the **County**, all defects arising from either workmanship or materials, as determined by the Engineer. The guarantee shall not cover any accidental or deliberate damage to the work, or any defects occurring due to normal wear and tear during the twelve (12) months.

All equipment of whatever nature incorporated in the work covered by this Contract shall carry the same guarantee as outlined above for construction. Failure of any equipment or part thereof within the specified time shall be corrected to the satisfaction of the **County**, at the **Contractor's** expense. This guarantee does not apply to manufacturing defects of equipment furnished by the **County**.

The Performance Bond shall remain in full force and effect through the guarantee period."

107.23 ENVIRONMENTAL CONSIDERATIONS

Delete Subsection 107.23.A and replace with the following:

All environmental considerations and clearances shall be the responsibility of the County or municipality to meet, including the requirements of Section 404 of the Clean Water Act (33 USC 1344).

After July 1, 1991, State funded projects must comply with the requirements of Chapter 16 of Title 12 of the Official Code of Georgia Annotated, the Georgia Environmental Policy Act (GEPA), of 1991. In the compliance with GEPA, those projects for which Federal funding sought, and NEPA compliance is accomplished, are exempt from the requirements of GEPA.

GEPA requires that environmental documentation be accomplished for County or City projects if more than 50 percent of the total project cost is funded by a grant of a State Agency or a grant or more that \$250,000.00 is made by the State Agency to the municipality or County. The "responsible official of the government agency shall determine if a proposed governmental action is a proposed governmental action which may significantly adversely affect the quality of the environment."

A. The Following Project Would Not Significantly Adversely Affect The Quality Of The Environment:

Non-land disturbing activities and minor land disturbing activities that would not be anticipated to significantly affect the quality of the environment include the following list. These types of projects funded with state money would not be able to subject to environmental assessment of any kind. Hearing procedures outline in GEPA would not be applicable.

1. Minor roadway and non-historic bridge projects.
 - a. Modernization of an existing highway by resurfacing, restoration, rehabilitation, adding shoulders, widening a single lane or less in each direction and the addition of a median within previously disturbed existing right-of-way.
 - b. Adding auxiliary lanes for localized purposes (weaving, climbing, speed changes, etc.) and correction substandard curves and intersections within previously disturbed existing right-of-way.
 - c. Non-historic bridge replacement projects in existing alignment with no detour bridge.
2. Lighting, signing, pavement marking, signalization, freeway surveillance and control systems, and railroad protective devices.
3. Safety projects such as grooving, glazed screen, safety barriers, energy attenuators, median barriers, etc.

4. Highway landscaping and landscaping modification, rest area projects and truck weigh stations within previously disturbed existing right-of-way.
5. Construction of bus shelters and bays within existing right-of-way.
6. Temporary replacement of a highway facility that is commenced immediately after the occurrence of a natural disaster of catastrophic failure to restore the highway for the health, welfare, and safety of the public.

B. The Following Projects May Not Significantly Adversely Affect The Quality of The Environment:

For projects that will cause land disturbance and for which there is no anticipation that the project may significantly adversely affect the quality of the environment, certain studies will be undertaken. These studies would serve to document whether or not the County or municipality should anticipate that a project might significantly adversely affect the quality of the environment. Documentation of the studies will be accomplished through the use of the "GEPA Investigation Studies" checklist.

The types of projects that would fall under the category would include:

1. Bridge replacement projects on new location or with a detour bridge, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
2. Passing lanes, median additions and widening projects, where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
3. Safety and intersection improvements where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.
4. Rest area projects and truck weigh stations with no purchase of additional right-of-way.
5. New location projects where there are no significant adverse impacts to historic or archaeological resources, no involvement with Federally listed threatened and endangered species and no significant adverse impact to wetlands.

If studies demonstrate that the project will not significantly adversely affect the quality of the environment, project files will be documented. If studies demonstrate that the project may significantly adversely affect the quality of the environment, development of an environmental effects report (EER) will be undertaken along with full GEPA compliance.

C. The Following Projects May Not Significantly Adversely Affect The Quality of The Environment:

This category of projects may include major widening and new location projects. If such projects result in a significant adverse effect, an EER shall be prepared.

D. EER Procedure:

GEPA calls for consideration of the "cumulative effect of the proposed government actions on the environment...if a series of proposed government actions are related to either geographically or as logical parts in a chain of contemplated actions." Therefore, EER's for sections of roadways to be widened or built as new location facilities will include all projects that are connected geographically or as logical parts in a chain of contemplated actions.

1. During preparation of an environmental effect report, the County or Municipality will consult with and solicit comments from agencies that have jurisdiction by law, special expertise, or other interest with respect to environmental impacts.
2. In compliance with GEPA the following shall be contained in the EER, at a minimum:

- a. Cover sheet;
 - b. Executive summary;
 - c. Alternatives, including the no-build;
 - d. Relevant environmental setting; Geology, soils, water supply and wetlands, floral fauna, archaeology/history, economic environment, energy, cultural resources;
 - e. The environmental impact of the proposed action of the relevant setting and mitigation measures proposed to avoid or minimize adverse impact;
 - f. Unavoidable adverse environmental effects;
 - g. Value of short-term uses of the environment and maintenance and enhancement of its long-term value;
 - h. Beneficial aspects, both long term and short term and its economic advantages and disadvantages;
 - i. Comments of agencies which have jurisdiction by law, special expertise, or other interest with respect to any environmental impact or resource;
3. At least 45 days prior to making a decision as to whether to proceed with the undertaking, publish in the "legal organ of each County in which the proposed governmental action or any part thereof is to occur, notice that an environmental effects report has been prepared".
 4. The County or Municipality shall send a copy of the EER and all other comments to the Director, EPD.
 5. The County or Municipality shall make the document available to the public and agencies, upon request.
 6. A public hearing will be held in each affected county if at least 100 residents of the State of Georgia request on within 30 days of publication in the legal organ of an affected County. The responsible official or his designee may hold a public hearing if less than 100 requests are received. (The county or municipality is not relieved of other State legal requirements of public hearings, however.)
 7. Following the public notice period and/or public hearing, a summary of the document, comments received and recommendation as to whether to proceed with the action as originally prepared, to proceed with changes, or not to proceed will be prepared (Notice of Decision).
 8. This decision document, when signed by the responsible official, will be sent to the director, EPD, and an abbreviated notice of the decision will be published in the legal organ of each County in which the proposed governmental action or any part thereof is to occur.
 9. A copy of the decision document, the EER and public hearing comments (if any) will be sent to Rockdale County Department of Transportation, Georgia Department of Transportation, Office of Environment and Location and the Department of Natural Resources, Environmental Protection Division for their files.

**Department of Transportation
Office of Environmental Services
600 W. Peachtree Street, NW
Atlanta, Georgia 30308**

**Department of Natural Resources
Environmental Protection Division
205 Butler Street, SE
Suite 1152
Atlanta, Georgia 30334**

SECTION 108 - PROSECUTION AND PROGRESS

Section 108.01 SUBLETTING OF CONTRACT

Retain as written except as follows:

Delete the second and third paragraph and substitute the following:

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his own organization, work amounting to not less than fifty percent (50%) of the total contract cost, including materials, equipment and labor.

All Subcontractors approved by the Engineer must submit a "Noncollusion Affidavit for Subcontractors, before any work by that Subcontractor may proceed."

Add the following:

"In accordance with the provisions stated above, the following items are designated Specialty Items whenever they appear in the Contract:

- All Grassing Items
- All Fencing Items
- All Highway Lighting Items
- All Highway Sign Items
- All Guardrail Items (Except Bridge Handrail)
- All Utility Items
- All Comfort and Convenience Facilities in Rest Areas
- All Landscaping Items
- All Pressure Grouting, Slab Removal and Replacement
- All Permanent Traffic Markings
- All Signal Systems
- All Railroad Trackwork above Sub-ballast
- Construction Layout

The cost of the above items will be subtracted from the original Contract Amount and the subsequent balance used to determine the percent limitation mentioned above.

If the **Contractor** elects to sublet a Specialty Item, no work on any such Specialty Items shall be begun without prior approval of the necessary Subcontract.

The **Contractor's** cost for Construction Layout shall be fully documented prior to deduction from the original Contract amount."

108.03 PROSECUTION AND PROGRESS

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

108.11 SCHEDULING

Every effort shall be made to meet project schedules submitted and approved by the County. If scheduling changes are necessary, the Contractor shall notify the County 24 hours in advance to allow for rescheduling of field and material testing contractors contracted by the County. The Contractor shall be liable for costs accrued by the field and material testing contractor for work cancellations resulting from insufficient notification.

The County requires five (5) working days to process requests to trim trees, shrubs, or bushes from the right-of-way to accommodate resurfacing operations.

Notify Rockdale County Water Resources two (2) weeks in advance for requests to verify existing utilities which may require lowering of water lines or laterals that may interfere with operations.

The County shall not be liable for delays to schedules as a result of insufficient notice regarding the items above.

SECTION 109 - MEASUREMENT AND PAYMENT

Section 109.07 PARTIAL PAYMENTS

Delete Subsection 109.07.A in its entirety and substitute the following:

"A. General:

The Contractor shall on the first Business Day of each calendar month submit the estimated total value of items complete in place for the previous calendar month to the Engineer for verification for only the roads in which work has been completed. If discrepancies are discovered by the Engineer, he will contact the Contractor to make any necessary corrections as soon as possible. Such estimate is approximate only, and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Unit Prices or on percentage of completion of any Lump Sum Item."

Add Subsection 109.07.I to read as follows:

"I. Retainage

Retainage will not be withheld from payments under this Contract"

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following:

"Upon completion by the **Contractor** of The Work, including the receipt of any final written submission of the **Contractor** and the approval thereof by the Department, the **County** will pay the **Contractor** a sum equal to 100 percent (100%) of the compensation set forth herein, less the total of all previous partial payments, paid or in the process of payment.

The **Contractor** agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the **County** for work done, materials furnished, costs incurred, or otherwise arising out of this Contract Agreement and shall release the **County** from any and all further claims of whatever nature, whether known or unknown for and on account of said Contract Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

No final payment shall be made until the **Contractor AND his Subcontractors** furnish to the **County** a sworn affidavit to the effect that all bills are paid and no suits and/or liens are pending in connection with the work

done or labor and materials furnished under this Contract. Final payment will be made within sixty (60) days after approval by the Engineer.

The **Contractor** will be required to maintain all work done by him in a first-class condition for sixty (60) days after the same has been completed as a whole, and the Engineer has notified the **Contractor** in writing that the work has been finished to his satisfaction. The retained percentage will not be due or payable to the **Contractor** until the 60-day maintenance period has ended."

SECTION 149 - CONSTRUCTION LAYOUT

Section 149.3.05 CONSTRUCTION

Delete Subsection K, paragraph 2, which begins, "For new bridges ..." in its entirety.

SECTION 150 - TRAFFIC CONTROL

Add the following:

150.01 General

This section as supplemented by the Plans, Specifications, and Manual on Uniform Traffic Control Devices (MUTCD) shall be considered the Traffic Control Plan. Activities shall consist of furnishing, installing, maintaining, and removing necessary traffic signs, barricades, lights, signals, cones, pavement markings and other traffic control devices and shall include flagging and other means for guidance and protection of and vehicular pedestrian traffic through the Work Zone. This Work shall include both maintaining existing devices and installing additional devices as necessary in construction work zones.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the MUTCD, the MUTCD shall control. The 2009 with 2012 Revisions 1 and 2 Edition of the MUTCD shall be in effect for the duration of the project.

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part VI of the MUTCD on the job site. Copies of the current MUTCD may be obtained from the FHWA web page at <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>

A. WORKER SAFETY APPAREL

All workers exposed to the risks of moving roadway traffic or construction equipment shall wear high-visibility safety apparel meeting the requirements of International Safety Equipment Association (ISEA) American National Standard for High-Visibility Safety Apparel, or equivalent revisions, and labeled as ANSI-2004 Class 2 or 3 risk exposure.

B. Worksite Traffic Control Supervisor

ALL HIGHWAYS (ADDITIONAL REQUIREMENTS BELOW FOR INTERSTATES): The Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS) who shall be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the MUTCD. A written resume documenting the experience and credentials of the WTCS shall be submitted and accepted by the Engineer prior to beginning any work that involves traffic control.

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 Traffic Control Plan. The WTCS shall have appropriate training in safe traffic control practices in accordance with Part VI of the MUTCD. In addition to the WTCS all other individuals making decisions regarding traffic control shall meet the training requirements of the Part VI of the MUTCD.

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.

The 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 regularly perform inspections to ensure that traffic control is maintained. 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 150.08.

The Engineer will periodically review the work for compliance with the requirements of the traffic control plan. On projects where traffic control duties will not require full time supervision, the Engineer may allow the Contractor's Project Superintendent to serve as the WTCS as long as satisfactory results are obtained.

CERTIFIED WORKSITE TRAFFIC CONTROL SUPERVISOR

ADDITIONAL REQUIREMENTS FOR INTERSTATE AND LIMITED ACCESS HIGHWAYS: In addition to the requirements above, the WTCS shall have a minimum of one year's experience directly related to work site traffic control in a supervisory or responsible capacity. The WTCS shall be currently certified by the American Traffic Safety Services Association (ATSSA) Work Site Traffic Supervisor Certification program, the National Safety Council Certification program or an equal approved by the Department.

Any work performed on the interstate or limited access highway right-of-way that requires traffic control shall be supervised by the 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 150.08.

The WTCS shall perform, as a minimum, weekly traffic control inspections on all interstate and limited access highways. The inspection shall be reported to the Engineer on a TC-1 report. The Engineer will furnish a blank copy of the TC-1 report to the Contractor prior to the beginning of any work on the interstate or limited access right-of-way.

C. Traffic Control Devices

All traffic control devices used during the construction of a project shall meet the Standards utilized in the MUTCD, and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. All devices shall be tested at NCHRP Test Level III. Reference is made to Subsections 104.05, 107.07, and 107.09.

D. Reflectorization Requirements

All rigid fluorescent orange construction warning signs (black on fluorescent orange) shall meet the reflectorization and color requirements of ASTM Type VII, VIII, IX or X regardless of the mounting height.

Portable signs which have flexible sign blanks shall meet the reflectorization and color requirements of ASTM Type VI.

Warning signs (W3-1a) for stop conditions that have rumble strips located in the travel way shall be reflectorized with ASTM Type IX fluorescent yellow sheeting.

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.

CHANNELIZATION DEVICES: Channelization devices shall meet the requirements of ASTM Type III or IV high intensity sheeting.

E. 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, 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.

Any section of the work that is on 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:

- Guardrail including anchors and delineation
- Impact attenuators
- Traffic signals
- Warning devices
- Pavement markings including words, symbols, stop bars, and crosswalks
- 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.

F. 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 Subsection 104.05 throughout the construction period. All unacceptable traffic control devices shall be replaced within 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 calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten 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.

G. 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	24 hours
Holidays, 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.

H. 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 the mainline, cross-streets and side streets. The Contractor shall develop detailed staging and 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 flow. The Engineer may require detailed staging and traffic control plans for lane closures. These plans shall be submitted for approval at least two 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 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 not longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of Subsection 150.02.B.4.

As an option to the Sequence of Operations in the Contract, the Contractor may submit an alternative Sequence of Operations for review and approval. A twenty calendar day lead time for the Department's review shall be given to this submission so that a decision on its acceptability can be made and presented at the Preconstruction Conference. Insufficient lead time or no submission by the Contractor shall be construed as acceptance of the Sequence of Operations outlined in the Contract and the willingness of the Contractor to execute this as-bid 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 traffic control 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 laneage for each step of the change.
 - a. 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.

- b. 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 copies of the above details shall be submitted to the Engineer for approval at least 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.

I. Compliance dates for provisions of the MUTCD

Federal law requires that traffic control devices (temporary or permanent) installed on new highway or bikeway construction or reconstruction shall be compliant with the latest version of the MUTCD before the road is opened to the public for unrestricted travel. The latest version of the MUTCD is the 2009 Edition with 2012 Revisions 1 and 2, which the Georgia Department of Transportation has adopted. However, the FHWA, in the introduction to the MUTCD has established alternate compliance dates for some of the new provisions of the 2009 MUTCD. Below is a list of those compliance dates.

The Department may decide to require contractors to implement some or all of these provisions at an earlier date than the compliance dates noted below. However notice will be given in advance of the letting date if these provisions are to be implemented prior to the compliance dates. The contractor may also decide to implement the new provisions in the 2009 MUTCD earlier than required by the compliance dates below.

The target dates established by the FHWA shall be as follows:

Section 6D.03 Worker Safety Considerations – high-visibility apparel requirements – December 31, 2011

Section 6E.02 High-Visibility Safety Apparel – high-visibility apparel requirements for flaggers – December 31, 2011.

150.02 Temporary Traffic Control Zones

A. Devices and Materials

In addition to the other provisions contained herein, work zone traffic control shall be accomplished using the following means and materials:

1. Portable Advance Warning Signs

Portable advance warning signs shall be utilized as per the requirements of the traffic control plans. All signs shall meet the requirements of the MUTCD and shall be NCHRP 350 crashworthy compliant.

2. Arrow Panels

Portable sequential or flashing arrow panels as shown in the Plans or Specifications for use on Interstate or multi-lane highway lane closure only, shall be a minimum size of 48" high by 96" wide with not less than 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 mile. The minimum legibility distance is that distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night.

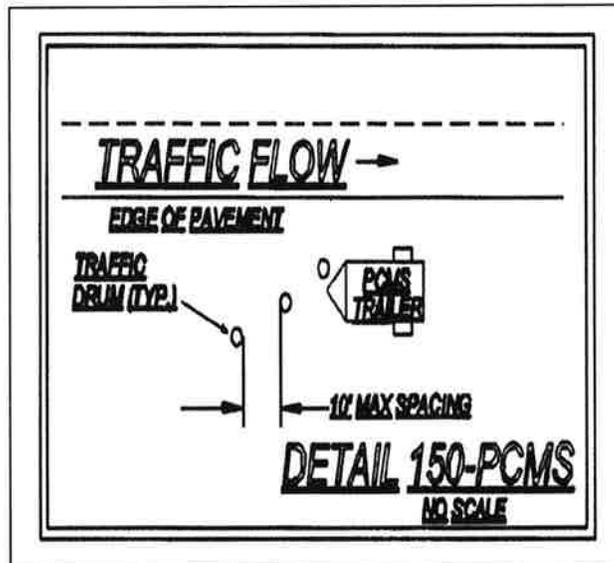
Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type C panel as shown in the MUTCD. The sequential or flashing arrow panels shall not be used for lane closure on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

The sequential or flashing 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 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.

3. Portable Changeable Message Signs

Portable changeable message signs meeting the requirements of Section 632 and the MUTCD. Any PCMS in use that is not protected by positive barrier protection shall be delineated by a minimum of three drums that meet the requirement of Subsection 150.05.A.1. The drum spacing shall not exceed a maximum of ten (10') feet as shown in Detail 150-PCMS. 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.

4. Channelization Devices

Channelization devices shall meet the standards of the MUTCD and Subsection 150.05.

5. Temporary Barrier

Temporary barrier shall meet the requirements of Sections 620.

6. Temporary Traffic Signals

Temporary traffic signals shall meet the requirements of Section 647 and the MUTCD.

7. Pavement Marking

Pavement marking incorporated into the work shall comply with Subsections 150.04.A and 150.04.B.

8. 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 can not occur. To assure 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 traffic control plan in the event of failure of the signal.

9. 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 based on the following requirements:

INTERMEDIATE SURFACES: 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 150.08 will be assessed for any intermediate surface in place for greater than 45 days without rumble strips.

FINAL SURFACES: 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 150.08.

Prior to the removal of any rumble strips located in the travel way, stop ahead (W3-1a) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of 48 inches by 48 inches. The reflectorization of the warning signs shall be as required by Subsection 150.01.C. 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" (W3-1a) 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.

10. Guardrail

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:

MULTI-LANE HIGHWAYS: From the time that the existing guardrail or temporary positive barrier protection is removed the Contractor has fourteen (14) calendar 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 (20') feet. 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 greater.

ALL OTHER HIGHWAYS: From the time that the existing guardrail is removed or from the time that temporary positive barrier protection is removed the Contractor has thirty (30) calendar 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 (20') feet. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 1000 linear feet of existing rail or the total length of one run of existing rail, whichever is greater.

Based on existing field conditions, the Engineer may review the work and require that the guardrail be installed earlier than the maximum time allowed above by giving written notification to the Contractor via the TC-1 traffic control report. Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under Subsection 150.08.

11. 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 bars, 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 bars, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Lump-Sum-Traffic Control 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. As a guide for enhanced traffic control features that may be considered, the Engineer or the WTCS may refer to the Department's guidelines for "Opening of New Roadways to Traffic" (Document #6635-2). 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 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 traffic control plan for the interim staging.

The placement of any additional interim ground-mounted signs and posts or stop bars shall be considered as incidental to the price bid for Lump Sum-Traffic Control. 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.

B. Work zone restrictions

1. Interstate

The Contractor shall 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, unless such areas are separated by at least one-half mile of distance.

2. Non-Interstate Divided Highways

The Contractor shall 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, unless such 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

The Contractor shall not simultaneously perform work on opposite sides of the roadway when the work is within 12 feet of the travel-way, unless such areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.

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 shall 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 shall 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.

4. All Highways:

- a. There shall be no reduction in the total number of available traffic lanes that existed prior to construction except as specifically allowed by the Contract and as approved by the Engineer.
- b. Travel way Clearances: All portions of the work shall maintain the following minimum requirements:

Horizontal: The combined dimensions of the paved shoulder and the roadway surface remaining outside the Work Zone shall be no less than sixteen (16) feet in width at any location.

Vertical: The overhead clearance shall not be reduced to less than fifteen (15) feet 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 (16) feet provided a flagger operation for one-way traffic is utilized to restrict access to the work area by over-width loads. The minimum horizontal clearance shall be restored before the flagging operation is removed.

- c. Highway Work Zone: 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 (Detail 150-HWZ-2) 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 HWZ-2 sign shall be placed a minimum of six hundred (600') feet in advance of the Highway Work Zone and shall not be placed more than one thousand (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 ROADWAYS: 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) Signage (Detail 150-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.

For limited access (interstate) highways and controlled access multi-lane divided highways the posted speed limit shall be reduced as required below.

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 to ensure that the maximum spacing of the reduced speed limit signs shall be no greater than one (1) mile apart. Existing speed limit signs shall be covered or removed. On multi-lane divided highways the speed limit signs shall be double indicated when the reduced speed is in use.

When any one or more of the following conditions exist and the existing speed limit is 65 mph or 70 mph, the speed limit shall be reduced by 10 mph. If the existing speed limit is 60 mph, the speed limit should be reduced by 5 mph. If the existing speed limit is 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 10 mph:

- a) Lane closure(s) of any type and any duration.
- b) The difference in elevation exceeds two inches adjacent to a travel lane as shown in Subsection 150.06, Detail 150-B, 150-C.
- c) Any areas where equipment or workers are within ten feet of a travel lane.
- d) Temporary portable concrete barriers located less than two (2') feet 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. As 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.

Reduced speed zones shall, as a minimum, be signed as per Detail 150-HWZ-1. Interim signs shall meet the requirements of Subsection 150.03.D. Additional signs may be necessary to adjust for actual field conditions. 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.

5. 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. Severely potholed milled surfaces that pose a damage threat to vehicular traffic must be repaired immediately by contractor to the satisfaction of the Engineer. Milled Surface signage shall be placed on roads where milling is not resurfaced within a 7 day period. All variable depth milling shall take place prior to deep patching where both line items occur within the same area.

6. Installation/Removal of work area signage:

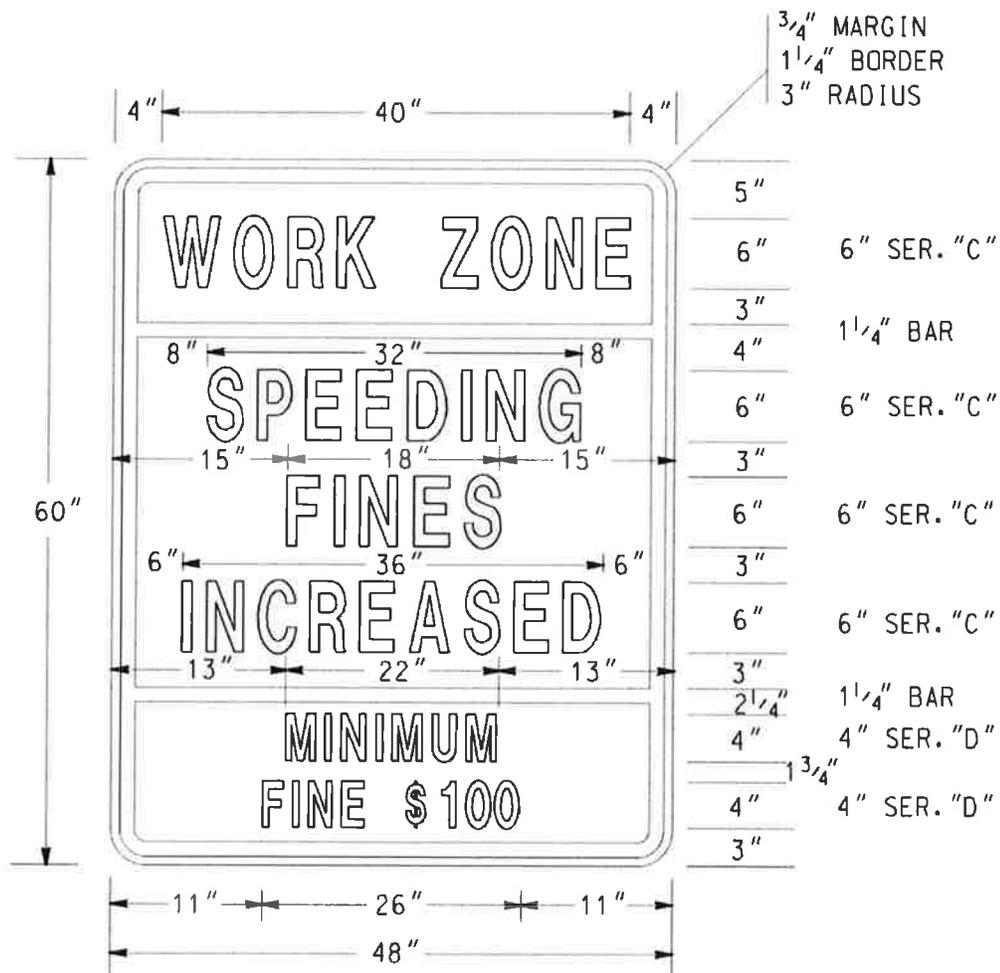
No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount 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.

PUNCHLIST 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 150.08.



HWZ-2

COLORS
TOP PANEL

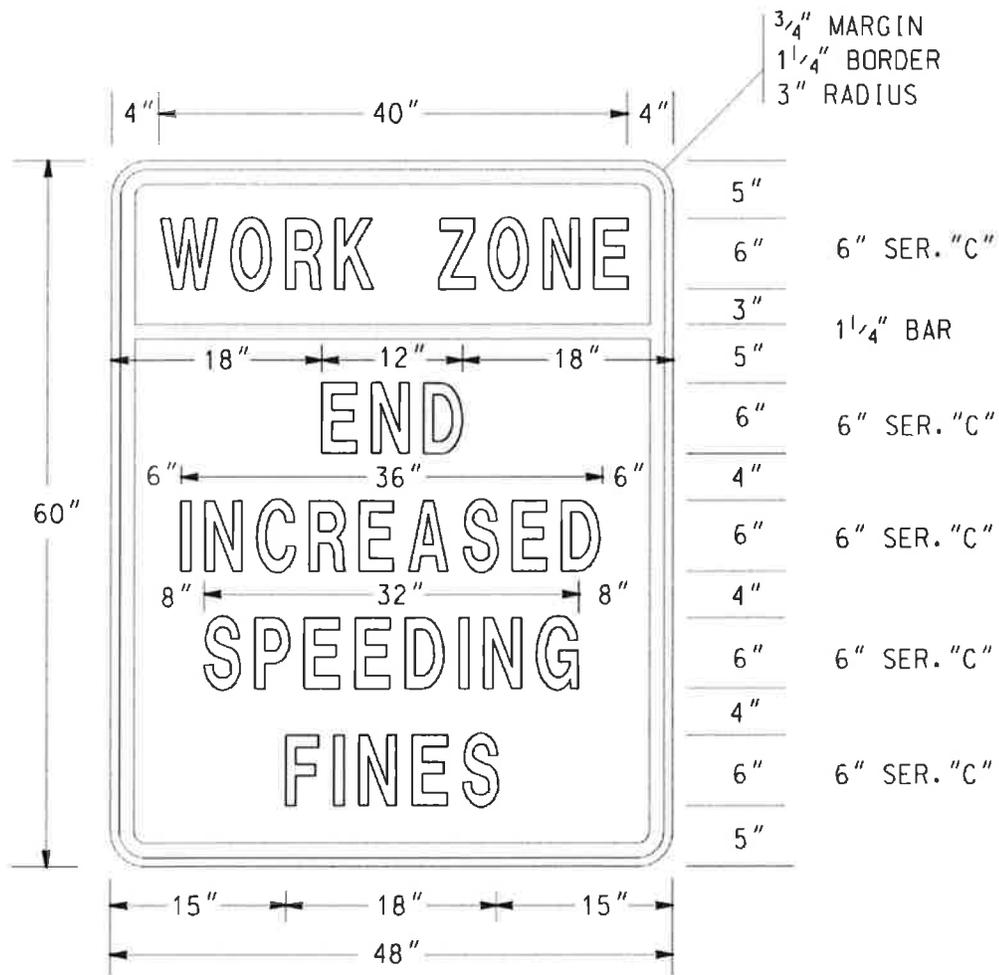
LEGEND & BORDER - BLACK (NON-REFL)
 BACKGROUND - FLUORESENT ORANGE
 (ASTM TYPE VII, VIII, IX or X)

MIDDLE & BOTTOM PANELS

LEGEND & BORDER - BLACK (NON-REFL)
 BACKGROUND - WHITE (ASTM TYPE III OR IV REFL SHEETING)

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
 (ASTM TYPE VII, VIII, IX or X)

BOTTOM PANEL

LEGEND & BORDER - BLACK (NON-REFL)
 BACKGROUND - WHITE (ASTM TYPE III OR IV REFL SHEETING)

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. Lane closures

1. Approval/Restrictions

All lane closures of any type or duration shall have the prior approval of the Engineer.

- a. The length of 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 a lane closure based upon field conditions however the length of a work zone should be held to the minimum length required to accomplish the Work. 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.
- b. Lane closures that require same direction traffic to be split around the Work Area will not be approved for roadways with posted speeds of 35 mph or greater, excluding turn lanes.

2. Removal Of Lane Closures

To provide the greatest possible convenience to the public in accordance with Subsection 107.07, 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.

3. Exit And Entrance Ramps

On multilane highways where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have channelization devices placed on both sides of the ramp. The temporary ramp taper length shall 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. Channelization device spacing shall be 10 feet for 200 feet in advance of the temporary gore, and 10 feet for the first 100 feet of the temporary gore.

4. Lane Drop/Lane Closure

The first seven (7) calendar days of any lane closure shall be signed and marked as per Standard 9106 or 9107. However, lane closures that exist for a duration longer than seven (7) calendar days may be signed and marked as per the details in Standard 9121, 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 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.

5. Termination Area

The transition to normal or full width highway at the end of a lane closure shall be a maximum of 150 feet.

D. Traffic pacing method

1. Pacing Of Traffic

With prior approval from the Engineer, traffic may be paced allowing the Contractor up to ten (10) minutes maximum to work in or above all lanes of traffic for the following purposes:

- a. Placing bridge members or other bridge work.
- b. Placing overhead sign structures.
- c. Other work items requiring interruption of traffic.

The Contractor shall provide a uniformed police officer with patrol vehicle and blue flashing light for each direction of pacing. The police officer, Engineer, and flaggers at ramps shall be provided with a radio which will provide continuous contact with the Contractor.

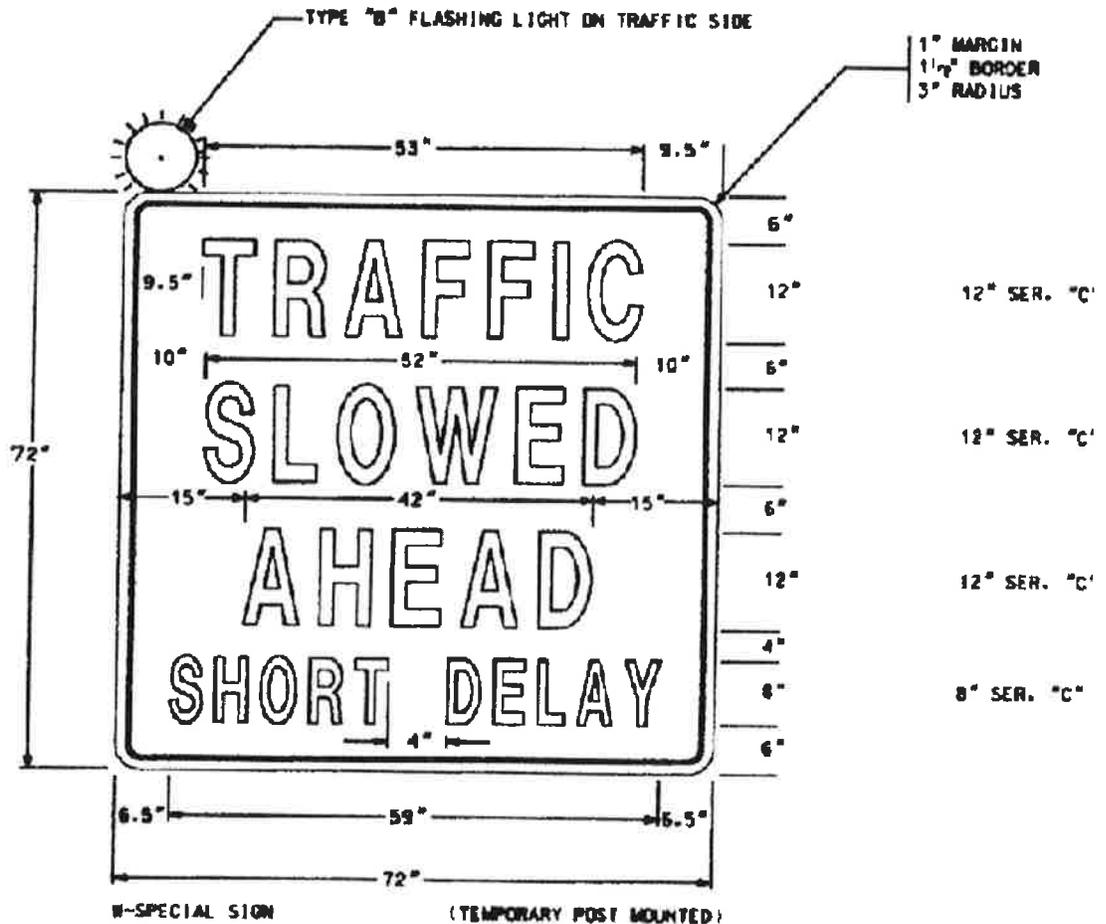
When ready to start the work activity, the police vehicle will act as a pilot vehicle slowing the traffic thereby providing a gap in traffic allowing the Contractor to perform the Work. Any on-ramps between the pace and the work area shall be blocked during pacing of traffic, with a flagger properly dressed and equipped with a Stop/Slow paddle. Each ramp should be opened after the police vehicle has passed.

Pilot vehicles shall travel at a safe pace speed, desirably not less than 20 mph interstate and 10 mph non-interstate. The Contractor shall provide a vehicle to proceed in front of the police vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared the area.

Traffic will not be permitted to stop during pacing except in extreme cases as approved by the Engineer.

2. 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 erect and cover a W-special sign (72 inch x 72 inch) with a Type "B" flashing light, with the legend "TRAFFIC SLOWED AHEAD SHORT DELAY" (See Detail 150-A). A portable changeable message sign may be used in lieu of the W-special sign. On divided highways this sign shall be double indicated. A worker with a two-way radio shall be posted at the sign, and upon notice that the traffic is to be paced shall turn on the flashing light and reveal the sign. When traffic is not being paced, the flashing light shall be turned off and the sign covered or removed. W-special signs are reflectorized black on orange, Series "C" letter and border of the size specified.



SIGN SHALL HAVE BLACK LEGEND AND BORDER ON ORANGE REFLECTORIZED BACKGROUND

DETAIL 150-A

E. Construction vehicle traffic

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.

F. Environmental impacts to the traffic control plan

The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties. All outfall ditches, special ditches, critical storm drain structures, erosion control structures, retention basins, etc. shall be constructed, where possible, prior to the beginning of grading operations so that the best possible drainage and erosion control will be in effect during the grading operations, thereby keeping the roadway areas as dry as possible.

Areas within the limits of the project which are determined by the Engineer to be disturbed or damaged due either directly or indirectly from the progress or the lack of progress of the work shall be cleaned up, redressed, and regrassed. All surplus materials shall be removed and disposed of as required. Surplus materials shall be disposed of in accordance with Subsection 201.02.E.3 of the Specifications.

G. Existing street lights

Existing street lighting shall remain lighted as long as practical and until removal is approved by the Engineer.

H. Night work

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic. For their own protection, workers in or adjacent to traffic during nighttime operation shall wear reflectorized vests that meet the requirements of the MUTCD.

I. Construction vehicles in the work zone

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.

J. Encroachments on the traveled-way

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 way. These items shall be stored in a location, in so far as practical, where they will not be subject to a vehicle running off the road and striking them.

K. Pedestrian access to the work

All existing pedestrian walkways shall be maintained. Whenever changes to the worksite necessitate changes to existing walkways, temporary walkways shall be provided and maintained, with appropriate signs as necessary, to allow safe passage of pedestrian traffic.

L. Traffic Signals

If the sequence of operations, staging, or the 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 Lump Sum- Traffic Control. The contractor becomes responsible for the maintenance of these traffic signals from the time that the system is modified until final acceptance. The maintenance of traffic signals that are not a part of the work and are not in conflict with any portion of the work shall not be the responsibility of the contractor.

When construction operations necessitate an existing traffic signal to be out of service, the Contractor shall furnish off-duty police officers to regulate and maintain traffic control at the site.

M. 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.

150.03 Signs

A. Signing requirements of the traffic control plan

When existing regulatory, warning or guide signs are required for proper traffic control the Contractor shall maintain these signs in accordance with the traffic control 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 Traffic Control Plan. The Contractor's review of all signs in the Traffic Control Plan shall establish compliance with the requirements of the most recent version 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 traffic control 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 150.08.

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 traffic control 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 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. The bottom of all interim signs shall be mounted at least seven (7') feet above the level of the pavement edge when the signs are used for long-term stationary operations as defined by Section 6G.02 of the most recent version of the MUTCD. Special Conditions under Subsection 150.11 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 150.11. Portable signs shall be used for all punch list work. All portable signs and sign mounting devices utilized in work shall be NCHRP 350 compliant. Portable interim signs shall be mounted a minimum of one (1') foot above the level of the pavement edge for directional traffic of two (2) lanes or less and a minimum of seven (7') feet for directional traffic of three (3) or more lanes. Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements. Portable interim signs which are mounted at less than seven (7') feet in height may have two 18 inch x 18 inch fluorescent red-orange or orange-red warning flags mounted on each sign.

All regulatory 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.

Any permanent mount height interim sign that is designed to fold in half to cover a non-applicable message on the sign shall have reflectorized material on the folded over portion of the sign. The reflectorized material shall be orange in color with a minimum of ASTM Type I engineering grade

sheeting with a minimum area of six inches by six inches (6" x 6") facing the direction of traffic at all times when the sign is folded.

Interim signs may be either English or metric dimensions.

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 Sub-Section 150.03.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 a 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 Expressway" and Part 2F "Guide Signs Freeways" of the MUTCD, except that the minimum size of all letters and numerals in the names and places, streets and highways on all signs shall be 16 inches Series "E" initial upper-case and 12 inches lower-case. 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 desired 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. Materials-Interim signs

1. Posts

Permanent mounting height of seven (7') feet- Posts for all interim signs shall meet the requirements of Section 911 except that green or silver paint may be used in lieu of galvanization for steel posts or structural shape posts. Within the limits of a single project, all metal posts shall be the same color. Wood posts are not required to be pressure treated.

Interim posts may be either metric or English in dimensions.

Posts for all interim signs shall be constructed to yield upon impact unless the posts are protected by guardrail, portable barrier, impact attenuator or other type of positive barrier protection.

Unprotected posts shall meet the breakaway requirements of the "1994 AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaries and Traffic Signals". Unprotected interim posts shall be spliced as shown in Detail 150-F 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.

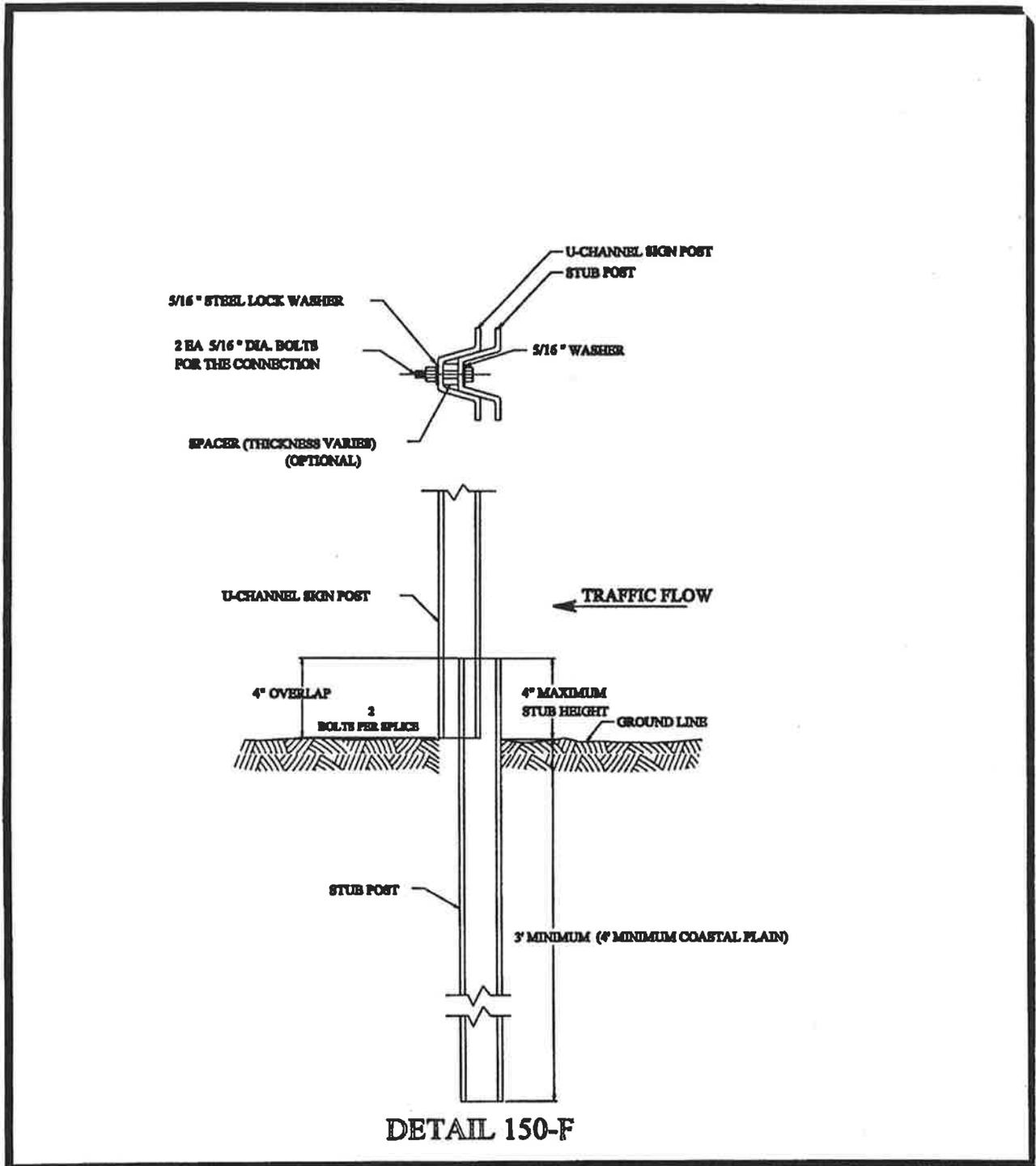
2. Sign Blanks And Panels- Permanent mounting height of seven (7') feet-

All sign blanks and panels shall conform to Section 912 of the Specifications except that blanks and panels may be ferrous based or other metal alloys. Type 1 and Type 2 sign blanks shall have a minimum thickness of 0.08 inches regardless of the sign type used. Alternative sign blank materials (composites, poly carbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Research 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. The back side of sign panels shall be painted orange to prevent rust if other metals are used in lieu of aluminum. Plywood blanks or panels will not be permitted. The use of flexible signs will not be permitted for permanent mount height signs.

Interim blanks and panels may be either metric or English in dimensions.

3. Portable Sign Mounting Devices, Portable Sign Blanks-

All portable sign mounting devices and sign blanks utilized in the work shall be NCHRP 350 Test Level III compliant. All portable sign mounting devices and sign blanks shall be from the Qualified Products List. Any sign or sign mounting device shall have an identifying decal, logo, or manufacturer's stamping that clearly identifies the device as NCHRP 350 compliant. The Contractor may be required to provide certification from the Manufacturer as proof of NCHRP 350 compliance. All portable signs shall be mounted according to height requirements of Subsection 150.03.D.



G. Sign visibility and offsets

All existing, interim and new permanent signs shall be installed so as to be completely visible 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 traffic control 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. Any sign installed behind W-beam or T-beam guardrail with non-breakaway posts shall

be installed with the leading edge of the sign a minimum of four feet and three inches (4'3") behind the face of the guardrail with five feet (5') of clearance being desirable. 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 traffic control plan.

H. Advance warning signs

1. All Type Of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part VI of the most recent version 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.

Advanced Warning Signs on State Routes shall be a minimum dimension of 48 inches x 48 inches. 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 60" X 36" and the G20-2 sign shall be 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 ½ mile, 1 mile and 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 50 MPH or less, the ½ mile, 1 mile and 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 ½ MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES shall be in place when the 500, 1000 and 1500 feet 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.

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./500ft.) 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 48 inch X 48 inch "RAMP WORK AHEAD" sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the deceleration lane. The "RAMP WORK AHEAD" sign shall be mounted at seven (7') feet in height. Differences in elevation shall be in compliance with the requirements of Subsection 150.06 prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

The G20-1 sign shall be eliminated on limited access highways when the work involves only ramp work, bridge reconstruction, bridge painting, bridge joint repairs, guardrail and anchor replacement or other site specific work which is confined to a short section of limited access highway.

I. Portable changeable message sign

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 and the most recent version of the MUTCD. 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.

J. 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.

K. Rumble strip signage

Signage for rumble strips located in the travel way shall be as required in Subsection 150.01.C and Subsection 150.02.A.9.

L. Low/soft shoulder signage

Low or soft shoulder signs shall be utilized in accordance with the following conditions:

CONSTRUCTION/RECONSTRUCTION PROJECTS:

“LOW/SOFT SHOULDER” signs shall be erected when a difference in elevation exceeds one (1”) inch but does not exceed three (3”) inches between the travel way and any type of shoulder unless the difference in elevation is four (4’) feet or greater from the edge of the traveled way.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The “Low/Soft” 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 orange with black borders and meet the reflectorization requirements of Subsection 150.01.C.

“SHOULDER DROP-OFF” (W8-9a) signs shall be used when a difference in elevation, less than four (4’) feet from the traveled way, exceeds three (3”) inches and is not protected by positive barrier protection. These warning signs shall be placed in advance of the drop-off. For a continuous drop-off condition, the W8-9a) signs shall, as a minimum, be spaced in accordance with the above requirements for “Low/soft shoulder” signs.

PROJECTS CONSISTING PRIMARILY OF ASPHALTIC CONCRETE RESURFACING ITEMS:

“LOW/SOFT SHOULDER” signs shall be erected when a difference in elevation exceeds one (1”) inch but does not exceed three (3”) inches between the travel way and any type of shoulder unless the difference in elevation is four (4’) feet or greater from the edge of the traveled way.

SHOULDER BUILDING INCLUDED IN THE CONTRACT: “Low/Soft Shoulder” signs shall be erected as per the requirement of Standards 9102, 9106, and 9107. “Shoulder Drop-off” signs (W8-9a) shall be erected as per the requirements of the most recent version of the MUTCD. These signs shall be maintained until the conditions requiring their installation have been eliminated. The Contractor shall remove all interim warning signs before final acceptance.

SHOULDER BUILDING NOT INCLUDED IN THE CONTRACT: The Department will furnish the “Low/Soft Shoulder” signs, “Shoulder Drop-off” signs and the posts. The signs shall be erected to meet the minimum requirements of Subsection 150.03. The Contractor shall include the cost of furnishing installation hardware (bolts, nuts, and washers), erection and maintenance of the signs in the bid price for Traffic Control- Lump Sum. The Contractor shall maintain the signs until final acceptance. The Department will remove the signs.

LAU/LAR PROJECTS SHOULDER BUILDING NOT INCLUDED IN THE CONTRACT: The Contractor will furnish, install and maintain LOW/SOFT SHOULDER signs (yellow with black borders, ASTM Type III or IV) at the appropriate spacing, until Final Acceptance of the project by the Department. After Final Acceptance by the Department the signs will become the property and responsibility of the local government.

M. Bump signage

MULTI-LANE DIVIDED HIGHWAYS: 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 (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.

TWO-LANE TWO-WAY HIGHWAYS: A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation that exceeds one and three quarters (1-3/4”) inches in depth with no horizontal taper to ramp the traffic from one elevation to the other. This includes 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.

150.04 Pavement Markings

A. General

Full pattern pavement markings in accordance with Section 652 and 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. No passing zones shall be marked to conform to Subsection 150.04.E. 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.

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. Materials

All traffic striping applied under this Section shall be a minimum four inches in width or as shown in plans and shall conform to the requirements of Section 652, except as modified herein. Raised pavement markers (RPMs) shall meet the requirements of Section 654. 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.

C. Installation and removal of pavement markings

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 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.

REMOVAL: Markings no longer applicable shall be removed in accordance with Subsection 656.2.

THE ELIMINATION OF CONFLICTING PAVEMENT MARKINGS BY OVERPAINTING WITH PAINT OR LIQUID ASPHALT IS NOT ACCEPTABLE.

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 may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

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. Subsection 400.3.06.C shall apply when corrective measures are required. The use of black-out tape or black-out paint will not be permitted 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. Exceptions to the requirements for interim traffic marking tape shall have the written prior approval of the Engineer before the application of any other method is permitted.

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 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 150.08.

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 Subsection 656.2.

D. Raised pavement markers

Raised pavement markers (RPMs) are required as listed below for all asphaltic concrete pavements before the roadway is open to traffic. On the final surface, RPM's shall be placed according to the timeframes specified in Subsection 150.04 E. for full pattern pavement markings except Interstate Highways where RPM's shall be placed and/or maintained when the roadway is open to traffic. When Portland Cement Concrete is an intermediate or final surface and is open to traffic, one 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.

1. Interstate Highways

Retro-reflective raised pavement markers (RPM's) shall be placed and/or maintained on intermediate pavements surfaces on all interstate highways that are open to traffic. This includes all resurfacing projects along with widening and reconstruction projects. The spacing and placement shall be as required for MULTI-LANE DIVIDED HIGHWAYS.

2. Multi-Lane Divided Highways

Retro-reflective raised pavement markers (RPMs) shall be placed and/or maintained on intermediate pavement surfaces on all multi-lane divided highways that are opened to traffic when these roadways are being widened or reconstructed. Two lane-two way roadways that are being widened to a multi-lane facility, whether divided or undivided, are included in this provision. Projects consisting primarily of asphalt resurfacing items or shoulder widening items are excluded from this requirement. The RPMs shall be placed as follows:

a. SUPPLEMENTING LANE LINES

80 foot center on skip lines with curvature less than three degrees. (Includes tangents)

40 foot centers on solid lines and all lines with curvature between three degrees and six degrees.

20 foot centers on curves over six degrees.

20 foot centers on lane transitions or shifts.

b. SUPPLEMENTING RAMP GORE LINES

20 foot centers, two each, placed side by side.

c. OTHER LINES

As shown on the plans or directed by the Engineer.

3. Other Highways

On other highways under construction RPMs shall be used and/or maintained on intermediate pavement surfaces as follows:

a. SUPPLEMENTING LANE LINES AND SOLID LINES

40 foot centers except on lane shifts. (When required in the Plans or Contract.)

20 foot centers on lane shifts. (Required in all cases.)

b. SUPPLEMENTING DOUBLE SOLID LINES

40 foot centers (one each beside each line) except on lane shifts. (When required in the Plans or Contract.)

20 foot centers on lane shifts. (Required in all cases.)

E. 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

All interim skip (broken) stripe shall conform to Section 652 except that stripes shall be at least two feet long with a maximum gap of 38 feet. On curves greater than six degrees, a one-foot stripe with a maximum gap of 19 feet shall be used. In lane shift areas solid lines will be required. Interim skip lines shall be replaced with markings in full compliance with Section 652 prior to expiration of the 14 calendar day period.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two foot interim skip stripe, three markers spaced at equal intervals over a two foot 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 Research 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 fourteen (14) calendar days as an interim marker. Any flexible reflective markers in use shall be from the GDOT qualified products list (QPL).

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 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 24" x 30") at the beginning and at intervals not to exceed ½ mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-1 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 conform to the requirements of the MUTCD and shall be NCHRP 350 compliant. 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. EDGELINES

1) 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 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 30 calendar days of the time that the final surface was placed.

2) All Other Types of Pavement

Edge lines will not be required on intermediate surfaces that are in use for a period of less than 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 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

a. UNDIVIDED HIGHWAYS (INCLUDES PAVED CENTER TURN LANE)

- 1) Centerlines and No-Passing Barrier-Full Pattern centerlines and no-passing barriers shall be restored before opening to traffic.
- 2) Landlines- Interim skip (broken) stripe as described in Subsection 150.04E.1.a. may be used for periods not to exceed three calendar days. Skip lines are not permitted in lane shift areas. Solid lines shall be used.
- 3) Edge lines- Edge lines shall be placed on intermediate and final surfaces within three calendar days of obliteration.

b. DIVIDED HIGHWAYS (GRASS OR RAISED MEDIAN)

- 1) Landlines- 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.
- 2) 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

a. Same as Subsection 150.04.E.2 except as noted in (b) below.

b. EDGELINES-

- 1) Asphaltic Concrete Pavement- Edge lines shall be placed on intermediate and final surfaces prior to opening to traffic.
- 2) 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 (25') feet 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

FINAL SURFACE: School zones, railroads, stop bars, 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.

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 150.11, Special Conditions, or as directed by the Engineer these markings may be eliminated.

F. Mobile operations

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

1. All Roadways

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

2. Two-Lane Two-Way Roadways

a. Lead Vehicles

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

b. Work Vehicles

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.

c. Protection Vehicles

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

3. Multi-Lane roadways

A lead vehicle may be used but is not required. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings. A protection vehicle that does not function as a work vehicle should follow the cone work vehicle when traffic cones are being placed. A protection vehicle should follow the cone work vehicle when the cones are being removed from the roadway. Protection vehicles shall display a sign on the rear of the vehicle with the legend PASS ON LEFT(RIGHT).

INTERSTATES AND LIMITED ACCESS ROADWAYS: A protection vehicle shall follow the last work vehicle at all times and shall be equipped with a truck mounted attenuator (TMA) that is certified for impacts not less than 62 mph in accordance with NCHRP350 Test Level Three (3).

150.05 Channelization

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 done in accordance with the plans and specifications, the MUTCD, and the following requirements.

All Channelization Devices utilized on any project shall be NCHRP 350 compliant. Any device used on the Work shall be from the Qualified Products List. All devices utilized on the work shall have a decal, logo, or manufacturer's stamping that clearly identifies the device as NCHRP 350 compliant. The Contractor may be required to furnish certification from the Manufacturer for any device to prove NCHRP 350 compliance.

1. Types of Devices Permitted for Channelization in Construction Work Zones:

a. DRUMS:

- 1) DESIGN: Drums shall meet the minimum requirement of the MUTCD and shall be reflectorized as required in Subsection 150.01.C. The upper edge of the top reflectorized stripe on the drum shall be located a minimum of 33 inches above the surface of the roadway. A minimum drum diameter of 18 inches shall be maintained for a minimum of 34 inches above the roadway.
- 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) TRANSITION TAPERS FOR LANE CLOSURES: Drums shall be used on all transition tapers. 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 ½ L.

The length of a closed lane or lanes, excluding the transition taper(s), shall be limited to a total of two (2) miles. Prior approval must be obtained from the Engineer before this length can be increased.

Night time conditions: When a merge taper exists into the night all drums located in the taper shall have, for the length of the taper only, a six (6") inch fluorescent orange (ASTM Type VII, VIII, IX or X) reflectorized top stripe on each drum. The top six-inch stripe may be temporarily attached to the drum while in use in a taper. All drums that have the six-inch top stripe permanently attached shall not be used for any other conditions.

Multiple Lane Closures:

- (a) A maximum of one lane at a time shall be closed with each merge taper.
- (b) A minimum tangent length of 2 L shall be installed between each individual lane closure taper.

4) LONGITUDINAL CHANNELIZATION: Drums shall be spaced as listed below for various roadside work conditions except as modified by Subsection 150.06. Spacing shall be used for situations meeting any of the conditions listed as follows:

(a) 40 FOOT SPACING MAXIMUM

- (1) For difference in elevation exceeding two inches.
- (2) For heeled sections no steeper than 4:1 as shown in Subsection 150.06, Detail 150-E.

(b) 80 FOOT SPACING MAXIMUM

- (1) For difference in elevation of two inches or less.
- (2) Flush areas where equipment or workers are within ten feet of the travel lane.

(c) 200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten feet from travel lane. Lateral offset clearance to be four feet from the travel lane.

- (1) For paved areas eight feet or greater in width that are paved flush with a standard width travel lane.
- (2) For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

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.

b. VERTICAL PANELS

- 1) DESIGN: All vertical panels shall meet the minimum requirements of the MUTCD. All vertical panels shall have a minimum of 270 square inches of retro-reflective area facing the traffic and shall be mounted with the top of the reflective panel a minimum of 36" above the roadway.
- 2) APPLICATION: Lane encroachment by the drum on the travel way should permit a remaining lane width of ten feet. When encroachment reduces the travel way to less than ten feet, vertical panels shall be used to restore the travel way to ten feet or greater. No other application of vertical panels will be permitted.

c. CONES

- 1) DESIGN: All cones shall be a minimum of 28 inches in height regardless of application and shall meet the requirement of the most current version of the MUTCD. Reflectorization may be deleted from all cones.
- 2) APPLICATION: For longitudinal channelizing only, cones will be permitted for daylight closures or minor shifts. (Drums are required for all 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 hours.

d. BARRICADES

DESIGN: Type III barricades shall meet the minimum requirements of the MUTCD and shall be reflectorized as required in Subsection 150.01.C.

The Contractor has the option of choosing Type III barricades from the Qualified Products List 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 signs are attached to generic barricades or to barricades from the Qualified Products List (QPL) that have not been crash tested with signs attached then the responsibility for crashworthiness and the liability for mounting these signs to the barricades are assumed by the Contractor and the Contractor shall certify that the barricades are crashworthy under FHWA work zone guidelines for NCHRP 350 crashworthy compliance. Any generic barricades used in the work shall be stamped or stenciled to show compliance with NCHRP 350. The use of Type I and Type II barricades will not be permitted.

- 1) APPLICATION: Type III barricades shall be placed as required by the plans, the Standards, and as directed by the Engineer. All signs mounted on barricades shall be mounted to comply with the requirements of the MUTCD and NCHRP 350 Test Level III. NCHRP 350 crashworthy compliance may require that rigid signs be mounted separate from the Type III barricade.

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.

e. WARNING LIGHTS:

- 1) DESIGN: All warning lights shall meet the requirements of the MUTCD.

- 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. Flashing lights are not required for advance warning signs in Subsection 150.03.H.
- (b) Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Steady-burn lights are not required on drums for merging tapers that exist into the night.

f. TEMPORARY BARRIERS

- 1) DESIGN: Temporary barriers shall meet the requirements of Sections 620.

- 2) APPLICATION: Temporary barriers shall be placed as required by the plans, standards, and as directed by the Engineer. When Temporary barrier is located 20 feet or less from a travel lane, yellow reflectors shall be fixed to the top of the barrier at intervals not greater than 40 feet in the longitudinal section and 20 feet in the taper section and shall be mounted approximately two inches above the barrier. If both lanes of a two-lane two-way roadway are within 20 feet or less of the barrier then the reflectors shall be installed for both directions of traffic.

The reflectors shall be 100 square inches (ASTM Type VII or VIII) 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 gap in the barrier sections.

Approach end of Temporary barrier shall be flared or protected by an impact attenuator (crash cushion) or other approved treatment in accordance with Georgia Standard 4960, Construction Details and Standard Specifications.

On interstate or other controlled access highways where lane shifts or crossovers cause opposing traffic to be separated by less than 40 ft., portable barrier shall be used as a separator.

B. Portable impact attenuators

1. Description

This work consists of the furnishing (including spare parts), installation, maintenance, relocation, reuse as required, and removal of Portable Impact Attenuator Unit/Arrays.

2. Materials

Materials used in the Attenuator/Array shall meet the requirements of Section 648 for Portable Impact Attenuators.

3. Construction

Portable Impact Attenuator Unit/Array installation shall conform to the requirements of Section 648, Manufacturer's recommendations, and/or Georgia Standards 4960 & 4962 and shall be installed at locations designated by the Engineer, and/or as shown on the plans.

C. Temporary guardrail anchorage –Type 12

1. Description

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.

2. Materials

Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of Subsection 641.2 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.

3. Construction

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and Subsection 641.3 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.

150.06 Differences in elevation between travel lanes and shoulders (See Subsection 150.06G for projects consisting primarily of asphaltic concrete resurfacing items)

Any type of work such as paving, grinding, trenching, or excavation that creates a difference in elevation between travel lanes or between the travel way and the shoulder shall not begin until the Contractor is prepared and able to continuously place the required typical section to within two inches (2") of the existing pavement elevation. For any areas that the two inches minimum difference in elevation cannot be accomplished the section shall be healed as shown in Detail 150-E. 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.

A maximum of sixty (60) calendar days shall be allowed for conditions to exist that require any section or segment of the roadway or ramp to continue to require a healed section as described by Detail 150-E. Failure to meet this requirement shall be considered as non-performance of Work under Subsection 150.08.

When trenching or excavation for minor roadway or shoulder widening is required, all operations at one site shall be completed to the level of the existing pavement in the same work day.

Any channelization devices utilized in the work shall conform to the requirements of Subsection 150.05 and to the placement and spacing requirements in Details 150-B, 150-C, 150-D, and 150-E shown in this section.

Any construction activity that reduces the width of a travel lane shall require the use of a W-20 sign with the legend "LEFT/RIGHT LANE NARROWS". Two 24" x 24" red or red/orange flags may be mounted above the W-20 sign. The W-20 sign shall be located on the side of the travel way that has been reduced in width just off the travel way edge of pavement. The W-20 sign shall be a minimum of 500 feet in advance of any channelization devices that encroach on the surface of travel way. A portable changeable message sign may be used in lieu of the W-20 sign.

General/time restrictions

A. Stone Bases, Soil Aggregate Base and Soil Bases

1. All Highways

Differences in elevation of more than two inches between surfaces carrying or adjacent to traffic will not be allowed for more than a 24-hour period. A single length of excavated area that does not exceed 1000 feet in total length may be left open as a start up area for periods not to exceed 48 hours provided the Contractor can demonstrate the ability to continuously excavate and backfill in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed.

2. Limited Access Highway Ramps (Interstates)

On projects that include ramp rehabilitation work, one ramp at a time may be excavated for the entire length of the ramp from the gore point of the ramp with the interstate mainline to the intersection with the crossing highway. This single ramp may remain excavated with a vertical difference in elevation greater than two (2") inches for a maximum of fourteen (14) calendar days with drums spaced at twenty (20') feet intervals as shown in Detail 150-B and a buffer space accepted under Section 150.06.F. After fourteen (14) calendar days the section shall be healed as required for all other highways. This area will be allowed in addition to the 1000 feet allowed for all other highways.

B. Asphalt Bases, Binders and Toppings

1. Differences in elevation between the surfaces of adjacent

Travel lanes shall be paved with a plan that minimizes any difference in elevation between adjacent travel lanes. The following limitations will be required on all work:

- a. Differences of two inches (2") or less may remain for a maximum period of fourteen (14) calendar days.
- b. Differences of greater than two inches (2") shall be permitted for continuous operations only.

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 150.08.

2. Differences in elevation between asphalt travel way and paved

Differences in elevation between the asphalt travel way and asphalt paved shoulders shall not be allowed to exist beyond the maximum durations outlined below for the conditions shown in Details 150-B, 150-C, 150-D, and 150-E:

Detail 150-B conditions shall not be allowed for more than 24 hours. A single length that does not exceed 1000 feet in total length may be left open for periods not to exceed 48 hours provided the Contractor can demonstrate the ability to continuously pave in a proficient manner. Prior approval of the Engineer shall be obtained before any section is allowed to exceed 24 hours. Any other disturbed shoulder areas shall be healed as in Detail 150-E.

Detail 150-C conditions will not be allowed for more than 48 hours.

Detail 150-D conditions will not be allowed for more than 30 calendar days.

Detail 150-E conditions will not be allowed for more than 60 calendar days.

Failure to meet these requirements shall be considered as non-performance of Work under Subsection 150.08.

C. Portland Cement concrete

Work adjacent to a Portland Cement Concrete traveled way which involves the following types of base and shoulders shall be accomplished according to the time restrictions outlined for each type of base or shoulder. Traffic control devices shall be in accordance with Subsection 150.05.

1. Cement stabilized base

Work adjacent to the traveled way shall be healed as per Detail 150-E 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-B.

2. Asphaltic concrete base

When an asphaltic concrete base is utilized in lieu of a cement stabilized base the asphaltic concrete base shall be healed as per Detail 150-E within forty-eight (48) hours after the placement of each section of asphaltic concrete base. For the first forty eight hours traffic control shall be in compliance with Detail 150-B.

3. Concrete paved shoulders

Concrete paved shoulders shall be placed within sixty (60) calendar days after the removal of each section of existing shoulder regardless of the type of base materials being placed on the shoulders. During the placement period, traffic control devices shall be in accordance with the appropriate detail based on the depth of the change in elevation.

4. Asphaltic concrete shoulders

A difference in elevation that meets the requirements of Detail 150-B shall not be allowed to exist for a period greater than forty-eight (48) hours. After the removal of the existing shoulder the section or segment of travel way may be healed with stone as per Detail 150-E for a maximum of fourteen (14) calendar days. Asphaltic concrete shoulders shall be placed within two (2") inches or less of the traveled way surface within fourteen (14) calendar days after the removal of the stone healed section or the removal of each section of the existing shoulder. The two (2") inches or less difference in elevation shall not remain in existence for a period that exceeds thirty (30) calendar

days unless the paved shoulder is utilized as a detour for the traveled way. During the placement period, traffic control shall be in accordance with the appropriate detail based on the depth of the change in elevation.

The Contractor may propose an alternate plan based on Subsection 150.06.F. Failure to meet the above requirements and time restrictions shall be considered as non-performance of Work under Subsection 150.08.

D. Miscellaneous elevation differentials for excavations adjacent to the travel way

Drainage structures, utility facilities, or any other work which results in a difference in elevation adjacent to the travel way shall be planned and coordinated to be performed in such a manner to minimize the time traffic is exposed to this condition. The excavation should be back filled to the minimum requirements of Detail 150-E as soon as practical. Stage construction such as plating or backfilling the incomplete work may be required. The difference in elevation shall not be allowed to exist for more than five (5) calendar days under any circumstances. Failure to correct this condition shall be considered as non-performance of Work under Subsection 150.08.

E. Conduit Installation in paved and dirt shoulders

The installation of conduit and conduit systems along the shoulders of a traveled way shall be planned and installed in a manner to minimize the length of time that traffic is exposed to a difference in elevation condition. The following restrictions and limitations shall apply:

1. Differences in elevation of Two (2") Inches or less

The shoulder may remain open when workers are not present. When workers are present the shoulder shall be closed and the channelization devices shall meet the requirements of Subsection 150.05. The difference in elevation on the shoulder shall remain for a maximum period of fourteen (14) calendar days.

2. Differences in elevation greater than Two (2") Inches

The shoulder shall be closed. The shoulder closure shall not exceed twenty-four (24) hours in duration unless the Special Conditions in Subsection 150.11 modifies this restriction or the Engineer allows the work to be considered as a continuous operation.

Failure to meet these requirements shall be considered as non-performance of Work under Subsection 150.08.

F. Modifications to Details 150-B, 150-C, 150-D AND 150-E

The Contractor may propose any alternate traffic control plan that utilizes a portion of the travel lane as a "buffer space". This buffer space may allow for an enhanced work area that will allow for the placement of materials to proceed at a pace that could not be achieved with the time restriction requirements outlined in Section 150.06.A, 150.06.B, and 150.06.C. The Contractor may propose modified time restrictions based on the use of the buffer space. Any proposed modifications in the time duration allowed for the differences in elevations to exist shall be reviewed by the Engineer as a component of the overall traffic control plan. No modifications shall be made until the proposed plan is accepted by the Engineer. The Engineer shall have no obligation to consider any proposal which results in an increase in cost to the Department.

For the travel lane described in each of the details 150-B, 150-C, 150-D and 150-E it is presumed that the pavement marking edge line (yellow or white solid stripe) is located at the very edge of the travel lane surface. A buffer space (temporary paved shoulder) that utilizes a portion of the travel lane should be six (6') feet in width desirable but shall not be less than four (4') feet in width. Any remaining travel lane(s) shall not be less than ten (10') feet in width.

If the proposed shifting of the traffic to obtain a buffer space and maintain a minimum travel lane(s) of ten (10') feet requires the use of any existing paved shoulders then the cost of maintenance and repair of the existing paved shoulder(s) shall be the responsibility of the Contractor. The Contractor is

responsible for the costs of maintenance and repairs even if the existing paved shoulder(s) is to be removed in a later stage of the work. Existing shoulders that have rumble strips shall have the rumble strips removed before the shoulder can be utilized as part of the travel lane. The cost of the removal of the rumble strips shall be done at no cost to the Department even if the shoulder is to be removed in a later stage of the work.

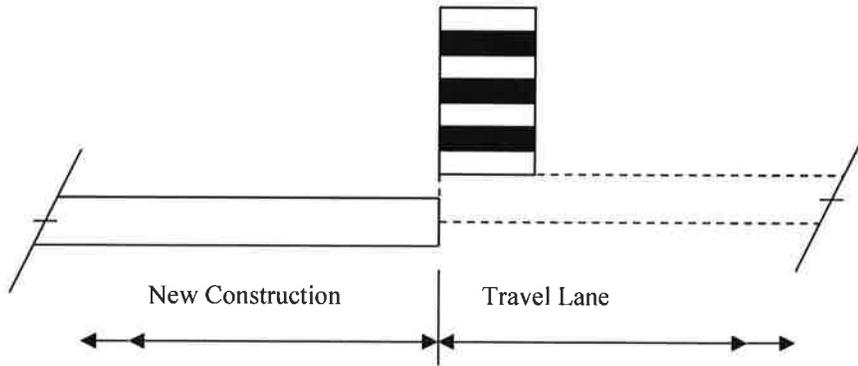
Any modifications to the staging and time restrictions that are approved as part of the traffic control plan shall be agreed to in writing. Failure to meet these modifications shall be considered as non-performance of the Work under Subsection 150.08.

G. Asphaltic Concrete Resurfacing Projects

SHOULDER CONSTRUCTION INCLUDED AS A PART OF THE CONTRACT: When the placement of asphaltic concrete materials creates a difference in elevation greater than two (2") inches between the earth shoulder (grassed or un-grassed) and the edge of travel way or between the earth shoulder and a paved shoulder that is less than four (4') feet in width, the Contractor shall place and maintain drums in accordance with the requirements of Subsection 150.05A.1.a.4). When the edge of the paved surface is tapered with a 30-45 degree wedge, drums may be spaced at 2.0 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.

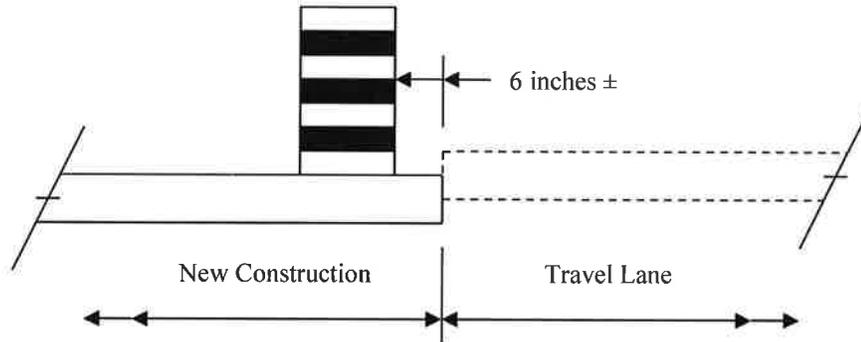
SHOULDER CONSTRUCTION NOT INCLUDED AS A PART OF THE CONTRACT: When the placement of asphaltic concrete materials creates a difference in elevation greater than two (2") inches between the earth shoulder (grassed or un-grassed) and the edge of travel way or between the earth shoulder and a paved shoulder that is less than four (4') feet in width, the Contractor shall notify the Engineer, in writing, when the resurfacing work including all punch list items has been completed. See Subsection 150.03.L for the requirements for "LOW/SOFT SHOULDERS" and "SHOULDER DROP-OFF" signage.

Location of drums when Elevation Difference exceeds 4 inches. Drums spaced at 20 foot intervals. Note: If the travel way width is reduced to less than 10 feet by the use of drums, vertical panels shall be used in lieu of drums.
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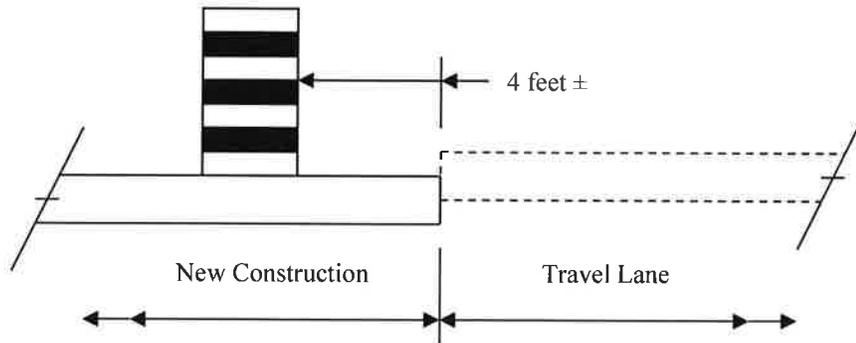
ELEVATION DIFFERENCE GREATER THAN 4 INCHES
DETAIL 150-B

Drums spaced at 40 foot intervals.	Location of drums when Elevation Difference is 2+ inches to 4 inches.
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ELEVATION DIFFERENCE 2+ TO 4 INCHES
DETAIL 150-C

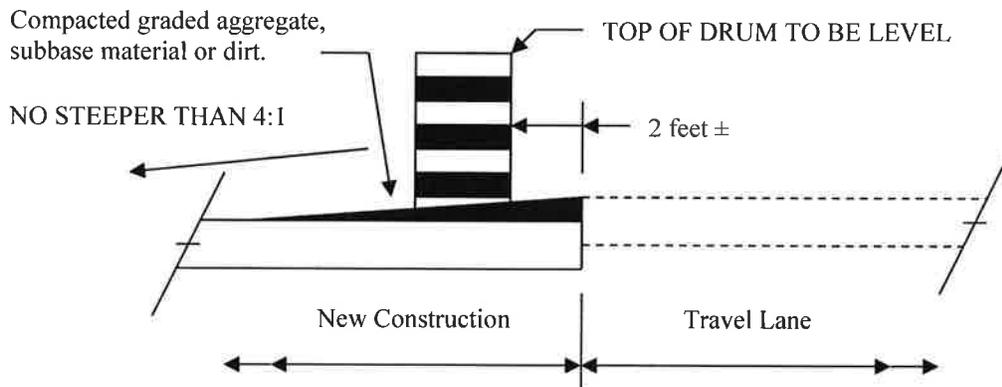
Drums spaced at 80 foot intervals.	Location of drums when Elevation Difference is 2 inches or less.
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ELEVATION DIFFERENCE OF 2 INCHES OR LESS

DETAIL 150-D

	Location of drums immediately after completion of healed sections spaced at 40 foot intervals.
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HEALED SECTION

DETAIL 150-E

150.07 Flagging and Pilot cars

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 a Department approved training program. 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 high-visibility clothing in compliance with the most current version of the MUTCD and shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, as a minimum, be 24" inches square and red or red/orange in color. For night work, the vest shall have reflectorized stripes which meet the requirements of the MUTCD.

D. Flagger warning signs

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

E. Pilot vehicle requirements

Pilot vehicles will 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.

F. 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 150.02.A.8. As a part of this request, the Contractor shall also submit an alternate 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.

150.08 Enforcement

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 Subsection 105.15, 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	\$200
\$100,000	\$1,000,000	\$500
\$1,000,000	\$5,000,000	\$1,000
\$5,000,000	\$20,000,000	\$1,500
\$20,000,000	\$40,000,000	\$2,000
\$40,000,000	\$-----	\$3,000

150.09 Measurement

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 25 (twenty-five) percent 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 25 (twenty-five) percent will be paid (less previous payments), not to exceed one hundred (100) percent.

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the 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. 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.

C. Temporary Barrier

Temporary Barrier shall be measured as specified in Section 620.

D. Changeable message sign, portable

Changeable Message Sign, Portable will be measured as specified in Section 632.

E. 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.

F. Traffic signal installation – Temporary

Traffic Signal Installation- Temporary will be measured as specified in Section 647.

G. Flashing Beacon assembly

Flashing Beacon Assemblies will be measured as specified in Section 647.

H. 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.

I. Pavement Markings

Pavement markings will be measured as specified in Section 150.

150.10 Payment

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately.

Item No. 150. Traffic Control.....Lump Sum

SECTION 161 CONTROL OF SOIL EROSION AND SEDIMENTATION

The Contractor shall provide sufficient erosion and sedimentation controls as necessary or as directed by the County to prevent stormwater pollution or illicit discharges.

END OF SECTION

**Department of Transportation
State of Georgia**

SPECIAL PROVISION

**Project No
ROCKDALE COUNTY
SALEM GATE MARKET
Salem Gate Redevelopment Connector Streets**

Section 105—Control of Work

Retain Sub-Section 105.07 and add the following:

The contractor shall coordinate with other contractors in the area constructing the Salem Gate Market development. Drainage structures and other adjoining items shall be coordinate to ensure that all connections and property drainage flow is maintained.

Department of Transportation
State of Georgia

SPECIAL PROVISION

Project No
ROCKDALE COUNTY
Salem Gate Redevelopment Connector Streets

Section 108—Prosecution and Progress

Retain Sub-Section 108.08 and add the following:

D: Restrictive Work Hours

1. Failure to reopen travel lanes as specified in Special Provision Section 150.6.B will result in the assessment of liquated damages in the amount of \$1,000 per hour or portion thereof.

The above rates are cumulative and are in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

**Department of Transportation
State of Georgia**

SPECIAL PROVISION

**Project No:
ROCKDALE COUNTY
Salem Gate Redevelopment Connector Streets**

Section-150 - TRAFFIC CONTROL

Add the following to Section 150.

150.6 SPECIAL CONDITIONS

- A: Rockdale County shall be notified not less than 30 calendar days ahead of the beginning of the time period when Old Salem Road will be closed. It shall be the responsibility of the Contractor to provide and maintain directional signing for the detour for its duration.
- B: The Contractor shall install lane closers, pace traffic or move equipment or materials that interferes with traffic between the hours of 6:00 AM to 9:00 AM and 4:00 PM and 7:00 PM, Monday through Friday.