

Advertisement for an Invitation to Bid (PI 0017812)

Fayette County will accept sealed bids for asphalt construction for GDOT PI 0017812 in the Fayette County Purchasing Office, 140 Stonewall Avenue West, Suite 200, Fayetteville, Georgia 30214, no later than 3:00 p.m., Friday, September 27, 2024, at which time and place said bid will be opened and read aloud. All bids will be evaluated based on price and criteria as set forth herein and, in the bid, specifications provided. The Contract shall be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements.

This project consists of performing asphalt resurfacing on approximately 11.941 miles of centerline road miles within Fayette County and its municipalities. The work includes resurfacing, asphalt milling, Cement Stabilized Reclaimed Base Construction (CSRB), permanent grassing, shoulder filling/dressing, and the installation of thermoplastic striping. Seven roads are included in the project.

The successful bidder will have up to two hundred and ten (210) consecutive calendar days to complete the work upon receipt of a Notice to Proceed to Construction from the Fayette County. In addition, the successful bidder will be required to attend a preconstruction conference with Fayette County, selected DBE firms, and the GDOT Area Engineer at a time and place to be determined upon bid award.

Unless noted otherwise, GDOT's **2021 Standard Specification – Construction of Transportation Systems** and **2024 Supplemental Specifications** are incorporated by reference into this Invitation to Bid (ITB) and shall govern the execution of this project.

The ITB package, including Instructions to the Bidders, Bid Documents, Project Specifications, and the Scope of Work, are available on the County's website at www.fayettecountyga.gov. Additional information may be posted as addenda. It is the responsibility of the prospective bidder to check the website for any addendums issued for this Invitation to Bid (ITB). The last addendum, if any are provided, will be issued at least five (5) business days prior to the bid date.

In the event of a conflict between the information provided in this "Advertisement for an ITB" and the ITB package, the ITB package shall govern.

Each Bid must be accompanied by a Bid Bond equal to five percent (5%) of the total amount bid. Bid Bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).

Both a Performance and a Payment Bond as specified in GDOT's Standard Specifications Construction of Transportation Systems, Section 103.05 will be required by the County. In addition, proof of General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation & Employer's Liability Insurance, with Fayette County listed as an additional insured is required.

Liquidated damages may be imposed for failure to perform as indicated in the bid proposal in accordance with Section 108.08 of the GDOT Standard Specifications for the Construction of Transportation Systems, 2021 edition.

The General Contractor and all Sub-contractors shall insure that employees and employment applicants are not discriminated against because of race, color, creed, sex, or national origin.

Fayette County 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 the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in regards to

any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals 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.

The prime Contractor and all Subcontractors shall insure that all employees and employment applicants are not discriminated against because of race, color, creed, sex, or national origin.

All contractors and sub-contractors must comply with the provisions of O.C.G.A. Sec. 13-10-91 and must register and participate in the federal work authorization program (also known as E-Verify (www.uscis.gov/everify)). A Contractor must submit the required affidavit BEFORE ANY BID IS CONSIDERED. The required form (Georgia Security and Immigration Compliance Act Affidavit) is provided in the bid package.

The bidder shall submit its Proposal using the form provided in the bid package. The blank spaces on the Proposal shall be filled in correctly for each Pay Item (except alternate items) and the Unit Price or a Lump Sum Price as called for in the Proposal for each Pay Item listed therein. In addition, the Bidder shall also show the product of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern, and the bid will be recalculated.

A complete Disadvantaged Business Enterprise (DBE) Goals Form, Federal Aid Certification, and Georgia Security and Immigration Compliance Act Affidavit shall be submitted with the bid. The DBE goal for this project is 7%.

The successful bidder must comply with Executive Order No. 11246 as amended, entitled "Equal Employment Opportunity" and with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3).

To allow for sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for a period of 120 days from the date of the bid opening to the date of award. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing. Fayette County reserves the right to reject any and all bids and to waive any technicalities or informalities and to award the bid based on the highest and best interest of the County.

Questions concerning this ITB should be addressed to Sherry White at swhite@fayettecountyga.gov or 770-305-5420. Questions will be accepted until 12:00 p.m., Friday, September 13, 2024. Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.

Return your response to:

Fayette County Purchasing Department
140 Stonewall Avenue, Suite 204
Fayetteville, GA 30214
ITB Number: **2428-B**
ITB Name: **Fayette County Resurfacing FY 22 (PI 0017182) – Construction**

Your envelope must be sealed and should show your company's name, address, and the ITB's number and name.

FAYETTE COUNTY
FEDERAL-AID RESURFACING PROGRAM



CONTRACT DOCUMENTS

FOR

Bid No. #2428-B

PI 0017812

Resurfacing Program at 8 locations

85 Connector, New Hope Rd, Banks Rd (West), Banks Rd (East), Kelly Dr/Kelly Green, McIntosh Trail, Ebenezer Rd, and Dogwood Trail

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GENERAL TERMS AND CONDITIONS

ITB #2428-B: Fayette County Resurfacing FY 22 (PI 0017812) - Construction

1. **Definitions:**
 - a. **Bidder:** A company or individual who submits a bid in response to this Invitation to Bid.
 - b. **Successful Bidder:** The company or individual that is awarded a contract.
 - c. **Contractor:** The Successful Bidder, upon execution of the contract.
 - d. **County:** Fayette County, Georgia.
2. **Bid is Offer to Contract:** Each bid constitutes an offer to become legally bound to a contract with the County, incorporating the invitation to bid and the bidder's bid. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the invitation to bid, except to the extent that a bidder takes written exception to such provisions, and the County agrees to the exception. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The bidder should take care to answer all questions and provide all requested information, and to note any exceptions in the bid submission. Failure to observe any of the instructions or conditions in this invitation to bid may result in rejection of the bid.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each bid shall constitute a firm offer that is binding for **one hundred twenty (120) days** from the date of the bid opening to the date of award.
4. **Bidder's Questions:** As appropriate, the County will post answers to questions and/or other information concerning the Invitation to Bid in the form of an addendum on the County's website at www.fayettecountyga.gov. It is the responsibility of the prospective bidder to check the website for any addenda issued for this invitation to bid.
5. **References:** Include with your bid a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this invitation to bid, on the form provided. Include all information as requested on the form.
6. **Bid Submission:** Submit your bid, along with any addenda issued by the County, in a *sealed* opaque envelope. Mail or deliver one (1) original bid, signed in ink by a company official authorized to make a legal and binding offer, and one (1) copy on a flash drive, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Bid Number: **2428-B**

Bid Name: **Fayette County Resurfacing FY 22 (PI 0017812) - Construction**

Also show your company name on the envelope. You may submit sealed bids in person, by U.S. mail, or by a commercial carrier. Do not submit bids by facsimile, e-mail, or other electronic means. Once submitted, all bids become the property of Fayette County.

7. **Bid Preparation Costs:** The bidder shall bear all costs associated with preparing the bid.
8. **Late Bids:** Bids not received in the Purchasing Department by the time and date of the scheduled bid opening will not be considered.
9. **More than One Bid:** Do not submit alternate bids or options, unless requested or authorized by the County in the Invitation to Bid. If a responder submits more than one bid without being requested or authorized to do so, the County may disqualify the bids from that responder, at the County's option.
10. **Bid Corrections or Withdrawals:** The bidder may correct a mistake, or withdraw a bid, before the bid opening by sending written notification to the Director of Purchasing. Bids may be withdrawn after the bid opening only with written authorization from the Director of Purchasing.
11. **Defects or Irregularities in Bids:** The County reserves the right to waive any defect or irregularity in any bid received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
12. **Prices Held Firm:** Prices bid shall be firm for the period of the contract, unless otherwise specified in the contract. All prices bid for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with County requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the bid of the Successful Bidder.
14. **Brand Name:** If items in this invitation for bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the bid. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
15. **Bidder Substitutions:** Bidders offering substitutions or deviations from specifications stated in the invitation to bid, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the bid. The absence of such list shall indicate that the bidder has taken no exception to the specifications. The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be at the discretion of the County.
16. **Samples:** When the County requires samples as part of the bid and vendor selection process, bidders must provide requested samples within the time allotted, and at no cost to the County unless otherwise specified. Any goods provided under contract shall conform to the sample submitted. The County will return samples only at the bidder's request, and at the bidder's expense, if they are not destroyed by testing.

17. **Non-Collusion:** By responding to this Invitation to Bid, the bidder represents that the bid is not made in connection with any competing bidder, supplier, or service provider submitting a separate response to this invitation to bid, and is in all respects fair and without collusion or fraud.
18. **Bid Evaluation:** If the Contract is awarded, it will be awarded to the lowest reliable, responsive, responsible bidder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award, whose bid shall have met all the prescribed requirements. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid, or all bids, and to re-advertise for bids.
19. **Unbalanced bid:** If the County determines that the apparent low bid is materially unbalanced, the County retains the right to deem the apparent low bid non-responsive, and to reject said bid and award to the next-lowest bidder whose bid is not materially unbalanced, or to reject any and all bids and re-advertise the project.
20. **Payment Terms:** The County's standard payment terms are Net 30.
21. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
22. **Trade Secrets – Internal Use:** In submitting a bid, the bidder agrees that the County may reveal any trade secret materials contained in the bid to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The bidder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the bidder has designated as a trade secret.
23. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

24. **Contract Execution & Notice to Proceed:** After the Board of Commissioners makes an award, all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any bidder prior to the County issuing the Notice to Proceed.
25. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
26. **Insurance:** The Successful Bidder shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
 - a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker’s Compensation & Employer’s Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract with the Successful Bidder is executed, the Successful Bidder shall provide Certificates of Insurance for all required coverage. The Successful Bidder can provide the Certificate of Insurance after award of the contract but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County, Georgia
 140 Stonewall Avenue West
 Fayetteville, GA 30214

27. **Bid Bond:** Bidder shall include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on the U.S. Treasury’s list of approved bond sureties (Circular 570).
28. **Performance and Payment Bonds:** Prior to execution of a contract, the Successful Bidder shall submit Performance and Payment bonds as specified in GDOT’s Standard Specifications Construction of Transportation Systems, Section 103.05:

Georgia Resident Contractors shall furnish Performance and Payment Bonds as follows:

- Performance bond in the full penal sum of the Contract.
- Payment bond in an amount equal to 110 percent of the full amount of the Contract.
- Aggregate amount of the bonds shall be 210 percent of the full penal sum of the contract.

Nonresident Contractors shall furnish Performance and Payment Bonds as follows:

- Performance bond in the full penal sum of the Contract.
- Payment bond in the full penal sum of the Contract.
- Tax bond in the amount of 10 percent of the full penal sum of the Contract.
- Aggregate amount of the bonds shall be 210 percent of the full penal sum of the Contract.

The penal sum of the Contract shall be defined as 120 percent of the Original Contract Amount.

29. **Building Permits:** Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
30. **Unauthorized Performance:** The County will not compensate the Contractor for work performed unless the work is authorized under the contract, as initially executed or as amended.
31. **Assignment of Contract:** Assignment of any contract resulting from this Invitation to Bid will not be authorized, except with express written authorization from the County.
32. **Indemnification:** The Contractor shall indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
33. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
34. **Delivery Failures:** If the Contractor fails to deliver contracted goods or services within the time specified in the contract, or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the Contractor for any excess expenses incurred, or deduct such amount from monies owed the Contractor. Such purchases shall be deducted from contracted quantities.
35. **Substitution of Contracted Items:** The Contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If the Contractor is unable to deliver the products under the contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the Contractor's original bid. In the event the Contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.

36. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

37. **Termination for Cause/Breach of Contract:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.

In the event that the Contractor or a subcontractor should violate or breach contract terms or conditions, upon discovery of such violation or breach the County will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten days and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day period, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.

38. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.

39. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

40. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

41. **Small and Minority Businesses, and Women's Business Enterprises:** The Contractor shall take all necessary affirmative steps to assure that minority businesses and women's business enterprises are used when possible. If subcontracts are to be let, the Contractor shall take the following affirmative steps:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business

enterprises; and

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f. Require subcontractors to take the above affirmative steps if letting sub-subcontracts.
42. **Procurement of Recovered Materials:** To the extent applicable, the Contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Fayette County, Georgia
Checklist of Documents to Return**

(Please return this checklist and the documents listed below with your submittal)

ITB #2428-B: FAYETTE COUNTY RESURFACING FY 2022 - CONSTRUCTION

Bid Bond (pg. 6) _____

Company Information Form (pg. 11) _____

Bid Price Sheet (pg. 12-13) _____

Exceptions to Specifications (pg. 14) _____

References Form (pg. 15) _____

Signed addenda, if any are issued _____

DBE Goals Form (pg. 17) _____

Georgia Security and Immigration Compliance Act Affidavit (pg. 19) _____

Department of Transportation Federal Aid Certification (pg. 20) _____

State of Georgia Non-Collusion Certification (pg. 22) _____

State of Georgia Sexual Harassment Prevention Policy (pg. 23-24) _____

COMPANY NAME: _____

COMPANY INFORMATION

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

BID PRICE SHEET

BID PRICE SHEET PAGE 1 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
150-1000	TRAFFIC CONTROL	LS	1.00		
163-0232	TEMPORARY GRASSING	AC	6.32		
210-0200	GRADING PER MILE	LM	10.627		
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION 315)	TN	313.00		
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00		
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915.00		
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00		
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00		
413-0750	TACK COAT	GL	15,875.00		
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00		
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00		
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30.00		
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294.00		
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317.00		
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3.00		
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3.00		
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3.00		
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30.00		
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6.00		
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916.00		
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00		
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12		

BID PRICE SHEET
 BID PRICE SHEET PAGE 2 OF 2

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED TOTAL
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11		
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25		
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85		
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45.00		
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621.00		
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00		
654-1002	RAISED PVMT MARKERS TP 2	EA	375.00		
654-1003	RAISED PVMT MARKERS TP 3	EA	112.00		
700-6910	PERMANENT GRASSING	AC	12.62		
700-7000	AGRICULTURAL LIME	TN	25.22		
700-8000	FERTILIZER MIXED GRADE	TN	2.54		
700-8100	FERTILIZER NITROGEN CONTENT	LB	635.00		
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00		
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00		

TOTAL BID PRICE: \$ _____

CONTRACTOR NAME: _____

END BID PRICE SHEET PAGE 2 OF 2

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

EXCEPTIONS TO SPECIFICATIONS

Please list below any exceptions or clarifications to the specifications. Explain any exceptions in full.

COMPANY NAME: _____

REFERENCES

Invitation to Bid #2428-B: Fayette County Resurfacing FY 2022 - Construction

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

ITB #2428-B: Fayette County Resurfacing FY 2022 - Construction

**GDOT REQUIRED
CONTRACTOR CERTIFICATION FORMS
FOR
LOCALLY ADMINISTERED FEDERAL AID PROJECTS**

**Georgia Department of Transportation
DBE Goals**

First Use: March 23, 1990

Vendor ID:		Bidder's Company Name:	
Project NO:	PI 0017812	County:	FAYETTE
Let No:		Let Date:	
The Required DBE Goal on This Contract is:		7.0%	

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code	Race Conscious	Amount
					◇	
					◇	
					◇	
					◇	
					◇	
					◇	
					◇	
					◇	
					◇	
Total:						

***For Departmental use only. Do not fill in Workcodes.**

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

INSTRUCTIONS 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 WorkCodes.

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.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

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

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**FEDERAL AID CERTIFICATION
(English Project)**

Revised: April 19, 2024
First Use Date 2021 Specifications: April 16, 2021

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

EQUAL EMPLOYMENT OPPORTUNITY

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

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 601.7 (b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

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

Mr. Samuel Maiden
Regional Director, U. S. Department of Labor
Office of Federal Contract Compliance Programs, Region 4
Rm. 7B75
61 Forsyth St. SW
Atlanta, GA 30303

EXAMINATION OF PLANS AND SPECIFICATIONS

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

I certify that I have carefully examined the Plans for this Project and the Standard Specifications, 2021 Edition, the 2024 Supplemental Specifications modifying the 2021 Standard Specifications, and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

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

CONFLICT OF INTEREST

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

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

DRUG FREE WORKPLACE

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

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

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

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

BOYCOTT OF ISRAEL

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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NON-COLLUSION CERTIFICATION

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

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

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

Amendment Nos.: I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

(COMPANY NAME)

Signature of Contractor

(SEAL)

Printed Name of Signee

Title

**CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S
SEXUAL HARASSMENT PREVENTION POLICY**

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.

- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (d) Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors’ acknowledgment of the State of Georgia’s Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

[Contractor Name]

Signature of Contractor

Printed Name of Signee

Title

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

December 15, 2008

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

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

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

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

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

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

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

Superseded General Decision Number: GA20230244

State: Georgia

Construction Type: Highway

County: Fayette County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.54 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.70 **	0.00
FENCE ERECTOR.....	\$ 16.54 **	0.00
FORM WORKER.....	\$ 15.26 **	2.08
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 12.37 **	1.95
INSTALLER - GUARDRAIL.....	\$ 15.65 **	0.00
INSTALLER - SIGN.....	\$ 13.03 **	0.00
IRONWORKER, REINFORCING.....	\$ 14.64 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12 **	0.00
LABORER: Concrete Paving Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.61 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.44 **	0.00
LABORER: Pipelayer.....	\$ 12.45 **	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.15 **	0.00
LABORER: Common or General, Includes Erosion Control.....	\$ 10.36 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.69 **	2.41
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.38 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.83 **	1.38
OPERATOR: Bulldozer.....	\$ 16.07 **	1.81
OPERATOR: Compactor.....	\$ 14.64 **	0.00
OPERATOR: Concrete Saw.....	\$ 18.94	0.00
OPERATOR: Crane.....	\$ 21.06	4.24
OPERATOR: Distributor.....	\$ 17.00 **	1.93
OPERATOR: Grader/Blade.....	\$ 18.42	5.04
OPERATOR: Hydroseeder.....	\$ 15.20 **	0.00
OPERATOR: Loader.....	\$ 14.27 **	1.49

OPERATOR: Mechanic.....	\$ 19.54	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 13.43 **	1.24
OPERATOR: Milling Machine.....	\$ 16.00 **	1.31
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.50 **	2.93
OPERATOR: Piledriver.....	\$ 16.70 **	0.00
OPERATOR: Roller.....	\$ 14.38 **	1.29
OPERATOR: Scraper.....	\$ 12.64 **	0.00
OPERATOR: Screed.....	\$ 14.67 **	1.86
OPERATOR: Shuttle Buggy.....	\$ 14.06 **	1.98
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.49 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.60 **	0.00
TRAFFIC SIGNALIZATION: Laborer.....	\$ 13.75 **	1.14
TRAFFIC SIGNALIZATION: Electrician.....	\$ 23.41	4.26
TRUCK DRIVER: Dump Truck.....	\$ 15.00 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91 **	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38 **	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.19 **	1.46
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26 **	0.00

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

=====
 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not

currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 FR14895)**

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

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

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

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

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

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

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

GOALS FOR FEMALE**PARTICIPATION****APPENDIX A
(43 FR 19473)**

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

Goals and timetables

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

**GOALS FOR
MINORITY
PARTICIPATION****Appendix B-80**

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

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

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

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

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

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

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

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

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

The DBE program applies to all Federal Aid projects regardless if a DBE Goal is established in the Contract or not. If no percentage goal is set forth in the proposal, the contractor may enter a proposed DBE participation. This voluntary DBE participation will count as race neutral DBE participation. Prime Contractor shall report race-neutral participation in accordance with the DBE Monthly Report requirements shown in this document.

Project DBE payments and commitments may not be transferred to or combined with another contract.

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

Disadvantaged Business Enterprises (DBE) are firms Certified by the Georgia Unified Certification program that are for-profit small business concerns:

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

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

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

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

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are reputedly presumed to be socially and economically disadvantaged.
 - (i) “Black Americans,” which includes persons having origins, in any of the Black racial groups of Africa;
 - (ii) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

- (iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- (v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) Women;
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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

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

Joint Check is a two-party check written by a prime contractor, to a DBE firm and a regular dealer of material/supplies or another third party for items or services incorporated into a project. The prime contractor issues the check as payer to the DBE and the supplier jointly (to guarantee payment to the supplier) in payment for the material/supplies used by the DBE.

DBE DIRECTORY: A DBE directory or source list is available to facilitate identifying DBEs with capabilities relevant to general contracting requirements and to particular solicitations. The Department has made the directory electronically available to all bidders and proposers in their efforts to meet the DBE requirements. The directory or listing includes firms which the Department has certified to be eligible DBEs in accordance with 49 CFR Part 26.

GOAL FOR PARTICIPATION: If a percentage goal for DBE participation in this contract is set forth elsewhere in this proposal, the Contractor shall complete the DBE GOALS – Commitment List form included in the proposal.

The Contractor is encouraged to make every effort to achieve the goal set by the Department. However, if the Contractor cannot find sufficient DBE participants to meet the goal established by the Department, the Department may consider for award a proposal with less participation than the established goal in accordance with GDOT Standard Specification 102.07.H Failure to List Disadvantaged Business Enterprise (DBE) Participants, 49 Code of Federal Regulations 26.53 Good Faith Effort Procedures, and 49 CFR Appendix A to Part 26—Guidance Concerning Good Faith Efforts.

To be eligible for award of this contract, all bidders are required to submit the following information, as well as Good Faith Effort supporting documentation when applicable, to the Department by the close of business on the 3rd working day following opening of the bid as a matter of bidder responsibility

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

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

Award of a contract by the Department to a Prime Contractor who has listed DBE participants with the bid does not constitute final approval by the Department of the listed DBE. The Department reserves the right to approve or disapprove a Disadvantaged firm after a review of the Disadvantaged firm's proposal participation. Payment to the Contractor under the contract may be withheld until

final approval of the listed DBEs is granted by the Department.

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

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

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

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

26.13):

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

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

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Department’s written consent to substitute and, unless the Department’s consent is provided the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE, in accordance with 49 CFR 26.53.

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

- (A) When a DBE participates in a contract, the Contractor counts only the value of

the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of the portion of a construction contract (or other contract not covered by paragraph (A) (2) of this section) performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided the Department determines the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(B) **Joint Venture:** When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract the DBE performs with own forces toward DBE goals.

(C) **Commercially Useful Function:** Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function (CUF) on that contract.

(1) A DBE performs a commercially useful function when responsible for execution of the work of the contract and carrying out responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

- a. **Joint Check Agreement:** All two-party checks written by a prime contractor, to a DBE firm and a third party must be approved by the Department prior to claiming DBE credit. After-the-fact requests may not be permitted toward the Goal.
- (2) A DBE does not perform a commercially useful function if their role is limited to being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of their contract with their own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume the DBE is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (C) (3) of this section, the DBE may present evidence to rebut this presumption.
- (5) The Department's decisions on commercially useful function matters are subject to review by the US DOT, but are not administratively appealable to the US DOT.

- (D) **Trucking:** The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
 - (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
 - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (4) The DBE may lease trucks from another DBE firm, including an owner / operator who are certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
 - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The

DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

- (6) The DBE may lease trucks without drivers from a non-DBE bona-fide truck leasing agency. If the DBE leases trucks from a non-DBE truck leasing agency and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- (7) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display a "leased to" sign with the name and identification number of the DBE.

(E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this

paragraph **(E)(2)(ii)** if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph **(E)(2)**.

- (3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.
- (4) You must determine the amount of credit awarded to a firm for the provision of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expeditor) on a contract-by-contract basis. Do not count the participation of a DBE subcontractor toward the prime contractor's DBE achievements until the amount being counted toward the goal has been paid to the DBE.
- (5) No participation will be counted not in compliance with Special Provision entitled "Criteria for Acceptability" which is a part of this contract or with any provisions included in 49 CFR Part 26.

- (6) If the contract amount overruns, the contractor will not be required to increase the dollar amount of DBE participation. Likewise, if the contract amount under runs, the contractor will not be allowed to under run the dollar amount of DBE participation except when the DBE subcontracted items themselves under run. Contractor must demonstrate Good Faith Effort in meeting the goal during commission of the contract.

REPORTS

- A. The contractor shall submit a “DBE Participation Report” on this contract monthly which shall include the following:
 1. The name of each DBE participating in the contract.
 2. A description of the work to be performed, materials, supplies, and services provided by each DBE.
 3. Whether each DBE is a supplier, subcontractor, owner/operator, or other.
 4. The dollar value of each DBE subcontract or supply agreement.
 5. The previous, current, and total-to-date payments to each DBE participating in the contract, minus any credits not allowed.
 6. Must include Contractor’s signature with the following statement: “I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY DEPARTMENT PERSONNEL AT ANY TIME. ALL PARTICIPATION COUNTED TOWARD FULFILLMENT OF THE DBE GOAL IS (1) REAL AND SUBSTANTIAL; (2) ACTUALLY PERFORMED BY VIABLE, INDEPENDENT DBE OWNED FIRMS; AND (3) IN ACCORDANCE WITH THE SPIRIT OF APPLICABLE LAWS AND REGULATIONS”.
 7. The report shall be updated by the Prime Contractor whenever the approved DBE has performed a portion of the work that has been designated for the contract. Copies of this report should be transmitted promptly to the Engineer. Failure to submit the report within 30 calendar days following the end of the month may cause payment to the contractor to be withheld.

8. The Prime Contractor shall notify the Project Engineer at least 24 hours prior to the time the DBE commences working on the project. The DBE must furnish supervision of the DBE portion of the work, and the person responsible for this supervision must report to the Project Engineer when they begin work on the project. They must also inform the Project Engineer when their forces will be doing work on the project.

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

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

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

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

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

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

EXHIBIT 1

RESURFACING PLAN SET

FAYETTE COUNTY GEORGIA

RESURFACING PROGRAM AT 8 LOCATIONS – PHASE II 85 Connector, New Hope Rd, Banks Rd (West), Banks Rd (East), Kelly Dr/Kelly Green, McIntosh Trail, Ebenezer Rd, and Dogwood Trail

PLAN OF PROPOSED

P.I. NO.: 0017812
COUNTY: FAYETTE

FEDERAL ROUTE: N/A
STATE ROUTE: N/A

ROUTES ARE LOCATED: 100% WITHIN U. S. CONGRESSIONAL DISTRICT NO. 3 AND 13

ROUTES ARE LOCATED: 100% WITHIN FAYETTE COUNTY

FAYETTE IS COUNTY NO. 113

MID-POINT COORDINATES (X, Y): (33.44873, -84.45493)

COMPLETED PLANS: 05/01/2024
REVISED FOR ADVERTISEMENT: 06/10/2024

LENGTH OF PROJECT IN MILES

TOTAL

NET LENGTH OF PROJECT	11.515
NET LENGTH OF EXCEPTIONS	0.426
GROSS LENGTH OF PROJECT	11.941

PRESENT TRAFFIC: 3,110-11,650 V.P.D.



**PREPARED FOR
FAYETTE COUNTY**

by

EXP US Services, Inc.

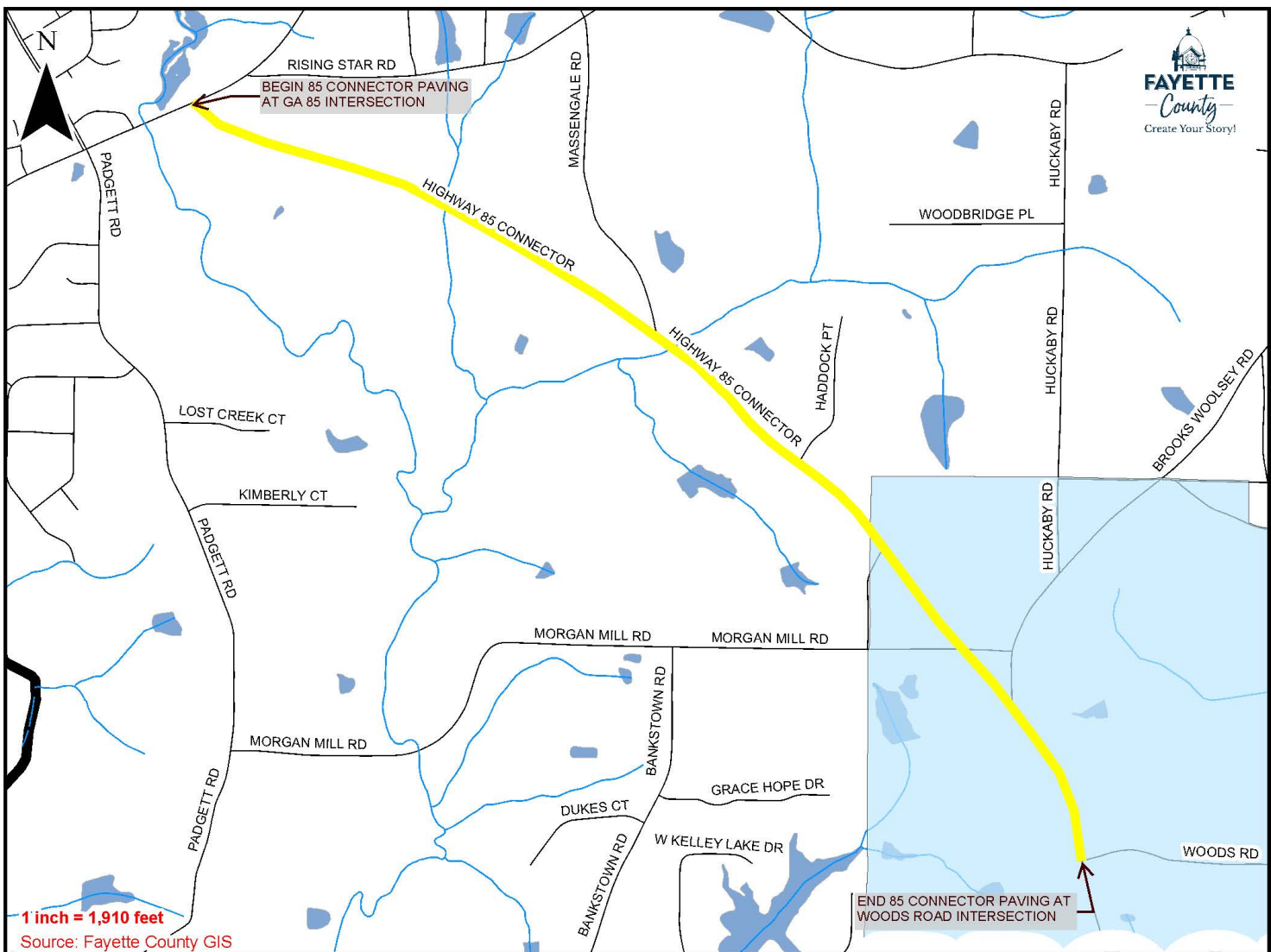
512 Riverside Parkway, Rome, GA 30161

RESURFACING PLAN INDEX -----

- 1 RESURFACING PLAN COVER SHEET**
- 2 RESURFACING PLAN INDEX**
- 3 LOCATION SKETCHES**
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- 31 BID ITEM LIST and COMBINED DETAILED ESTIMATE**
- 33 SUMMARY OF QUANTITIES AND DETAILED ESTIMATES FOR INDIVIDUAL ROAD SEGMENTS**
- 43 GENERAL NOTES**
- 51 EROSION CONTROL PLAN FOR MAINTENANCE RESURFACING PROJECTS (SEE GEN. NOTES)**
- 53 SPECIAL CONSTRUCTION DETAIL – PTC MULTI-USE PATH CROSSING MARKING DETAIL
(GDOT Construction Standards and Construction Details Not Included in Plans, available
separately from GDOT)**
- 54 SPECIAL PROVISIONS (SP)**
 - SP Prompt Payment
 - SP Buy America
 - SP Utility Conflicts
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 - SP 103 AWARD AND EXECUTION OF CONTRACT (90 DAY CLAUSE)
 - SP CONSTRUCTION DETAILS FOR WIDENING AND RESURFACING PROJECTS
 - SP 107 Legal Regulations and Responsibility to the Public
 - SP 108 Legal Regulations and Responsibility to the Public
 - SP 150 Traffic Control
 - SP 150.5 Traffic Control
 - SP 150.6 Traffic Control
 - SP 315 Cement Stabilized Reclaimed Base Construction (CSRB)
- 151 END OF RESURFACING PLAN DOCUMENT**

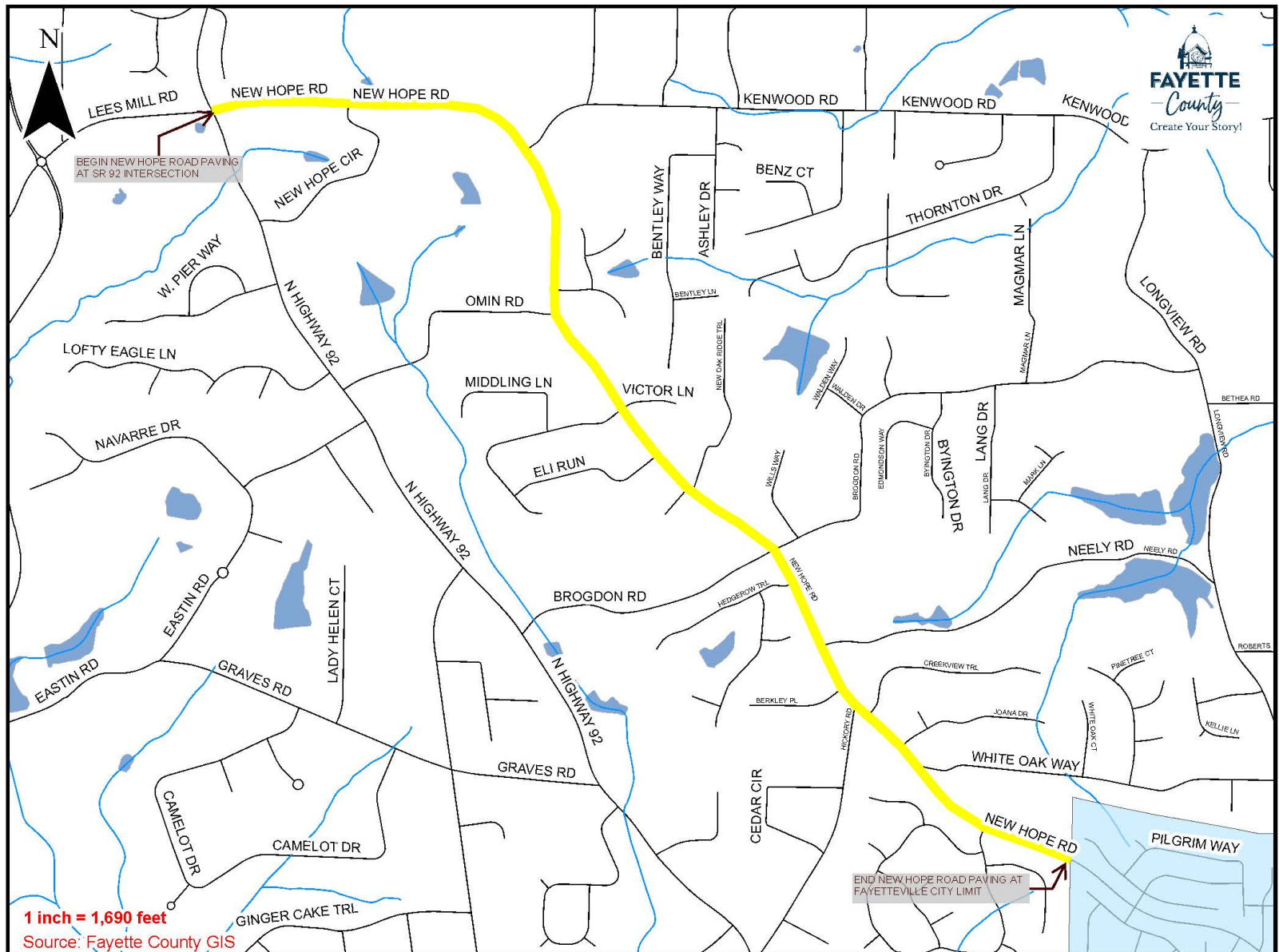
Road Name	Functional Classification	Scope of Work	Length
Fayette County: 85 Connector From: SR 85 to Woods Road	Major Collector	Mill, Open-Grade Interlayer (OGI), and Overlay	3.60 Miles

All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The grassed roadway shoulder areas will be built up with fill material to correct pavement edge drop off following the pavement overlay. The width of disturbance along the shoulder at the edge of pavement will typically be 3 feet to 4 feet in width. Detailed description of project termini and exception areas are noted in the mile logs.



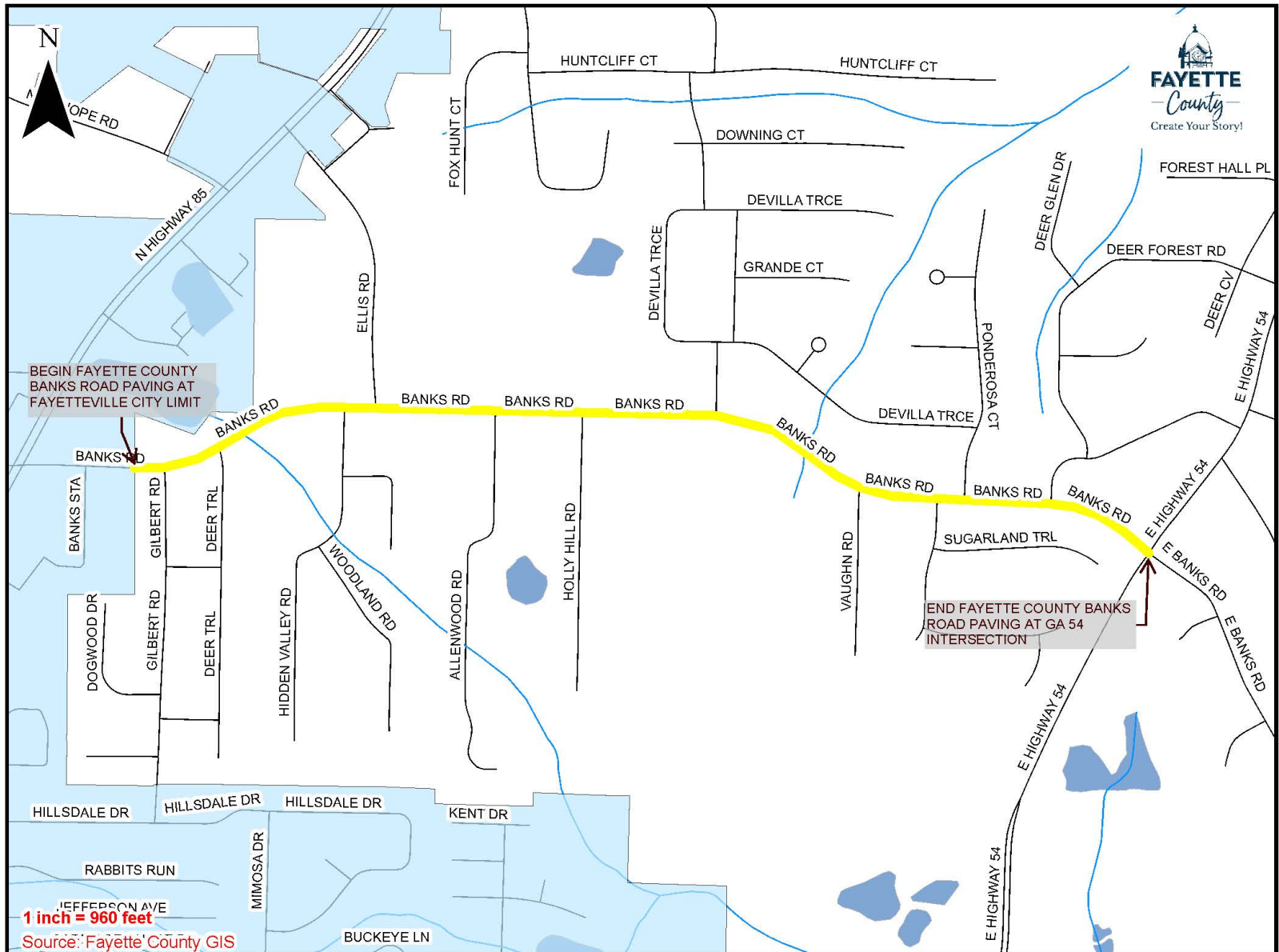
Road Name	Functional Classification	Scope of Work	Length
Fayette County: New Hope Road From: SR 92 to Fayetteville City Limit	Major Collector	Mill, Patch, and Overlay	3.41 Miles

All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The grassed roadway shoulder areas will be built up with fill material to correct pavement edge drop off following the pavement overlay. The width of disturbance along the shoulder at the edge of pavement will typically be 3 feet to 4 feet in width. Detailed description of project termini and exception areas are noted in the mile logs.



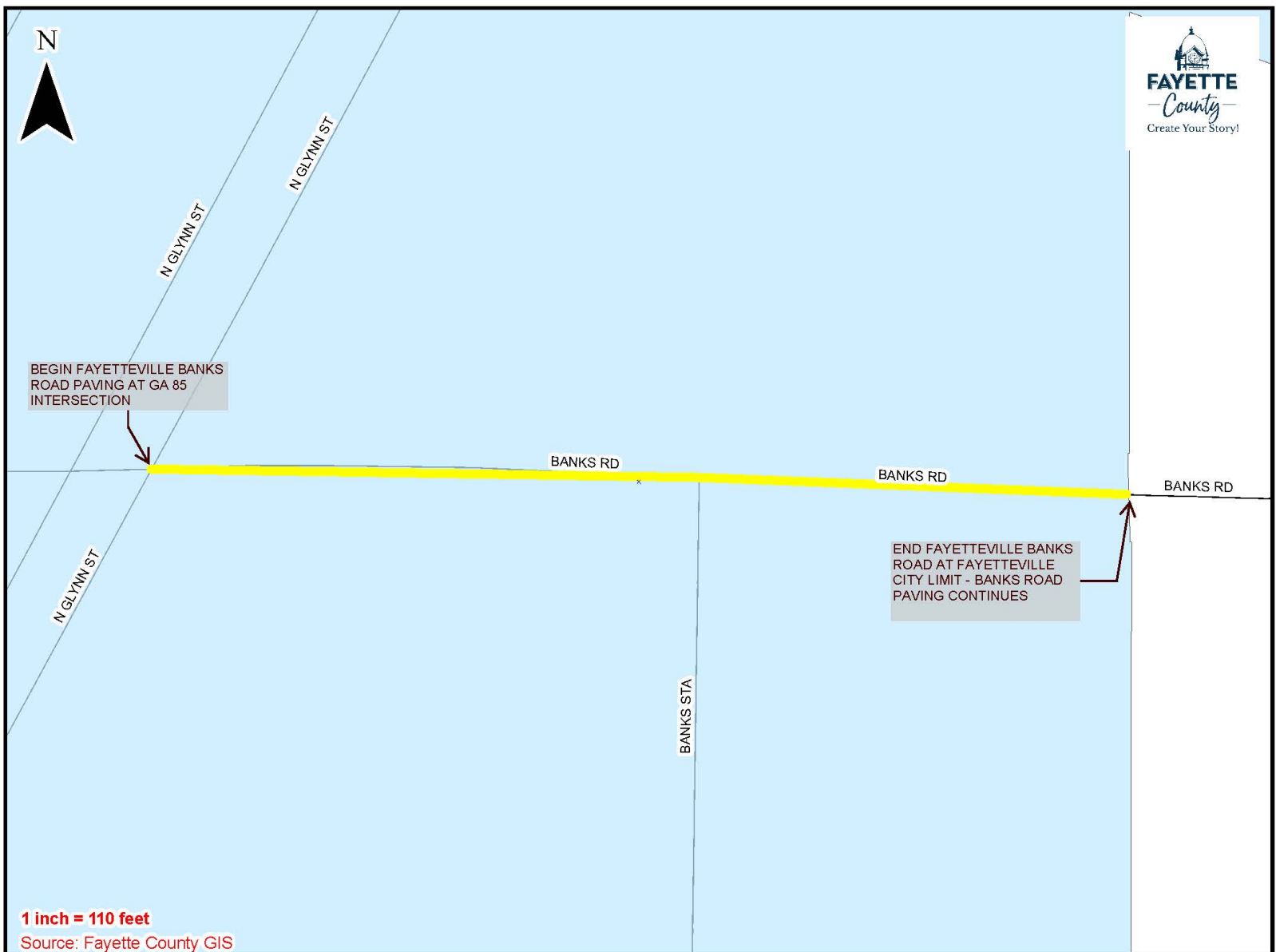
Road Name	Functional Classification	Scope of Work	Length
Fayette County: Banks Road From: Fayetteville City Limit to SR 54	Major Collector	Mill, Patch, and Overlay	1.58 Miles

All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The grassed roadway shoulder areas will be built up with fill material to correct pavement edge drop off following the pavement overlay. The width of disturbance along the shoulder at the edge of pavement will typically be 3 feet to 4 feet in width. Detailed description of project termini and exception areas are noted in the mile logs.



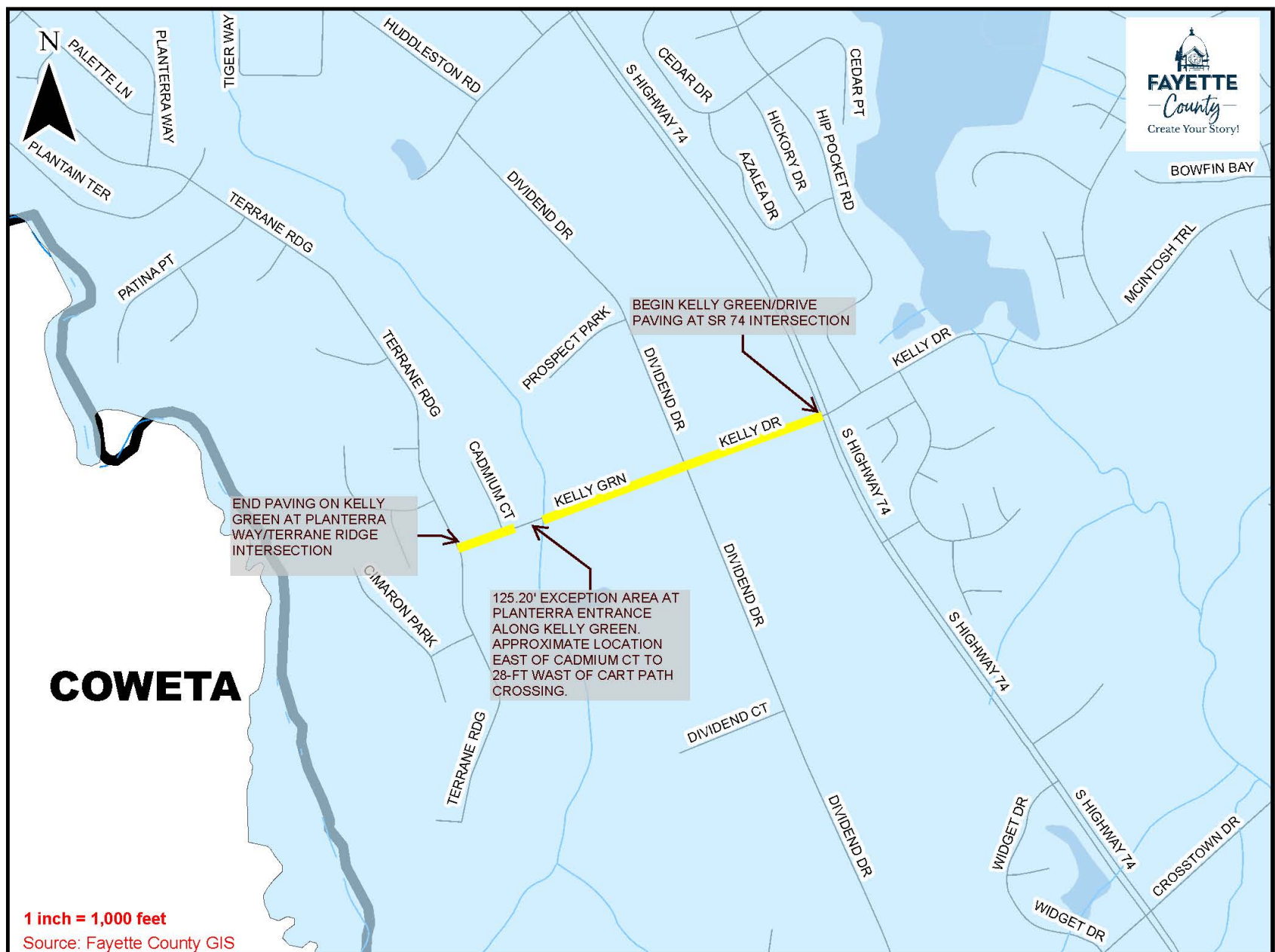
Road Name	Functional Classification	Scope of Work	Length
City of Fayetteville: Banks Road From: SR 85 to Fayetteville City Limit	Major Collector	Mill, Patch, and Overlay	0.16 Miles

All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The roadway shoulders are existing curb and gutter with no disturbance on the shoulder areas.



Road Name	Functional Classification	Scope of Work	Length
Peachtree City: Kelly Drive/Kelly Green From: SR 74 to Planterra Way/Terrane Rdg	Minor Arterial	Full Depth Reclamation (FDR) with 2-inch binder and 2-inch overlay from SR 74 to Dividend Dr. and 1.5-inch milling and inlay from Dividend Dr. to end of paving (less exception area).	0.61 Miles

All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The grassed roadway shoulder areas will be built up with fill material to correct pavement edge drop off following the pavement overlay. The width of disturbance along the shoulder at the edge of pavement will typically be 3 feet to 4 feet in width. Detailed description of project termini and exception areas are noted in the mile logs.



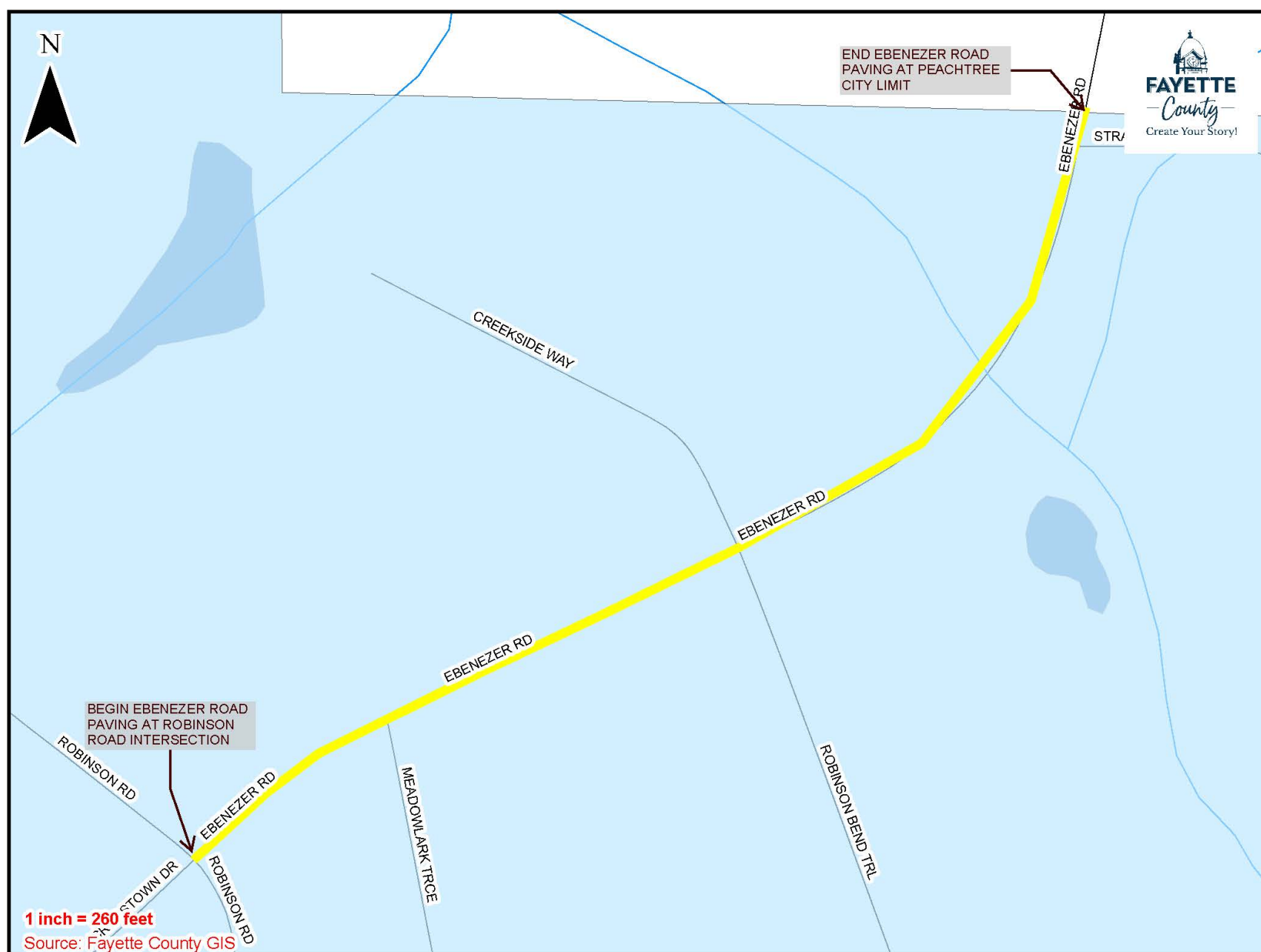
Road Name	Functional Classification	Scope of Work	Length
Peachtree City: McIntosh Trail From: Peachtree Parkway to Robinson Road	Minor Arterial	Mill, Patch, and Overlay	0.96 Miles

All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The grassed roadway shoulder areas will be built up with fill material to correct pavement edge drop off following the pavement overlay. The width of disturbance along the shoulder at the edge of pavement will typically be 3 feet to 4 feet in width. Detailed description of project termini and exception areas are noted in the mile logs.



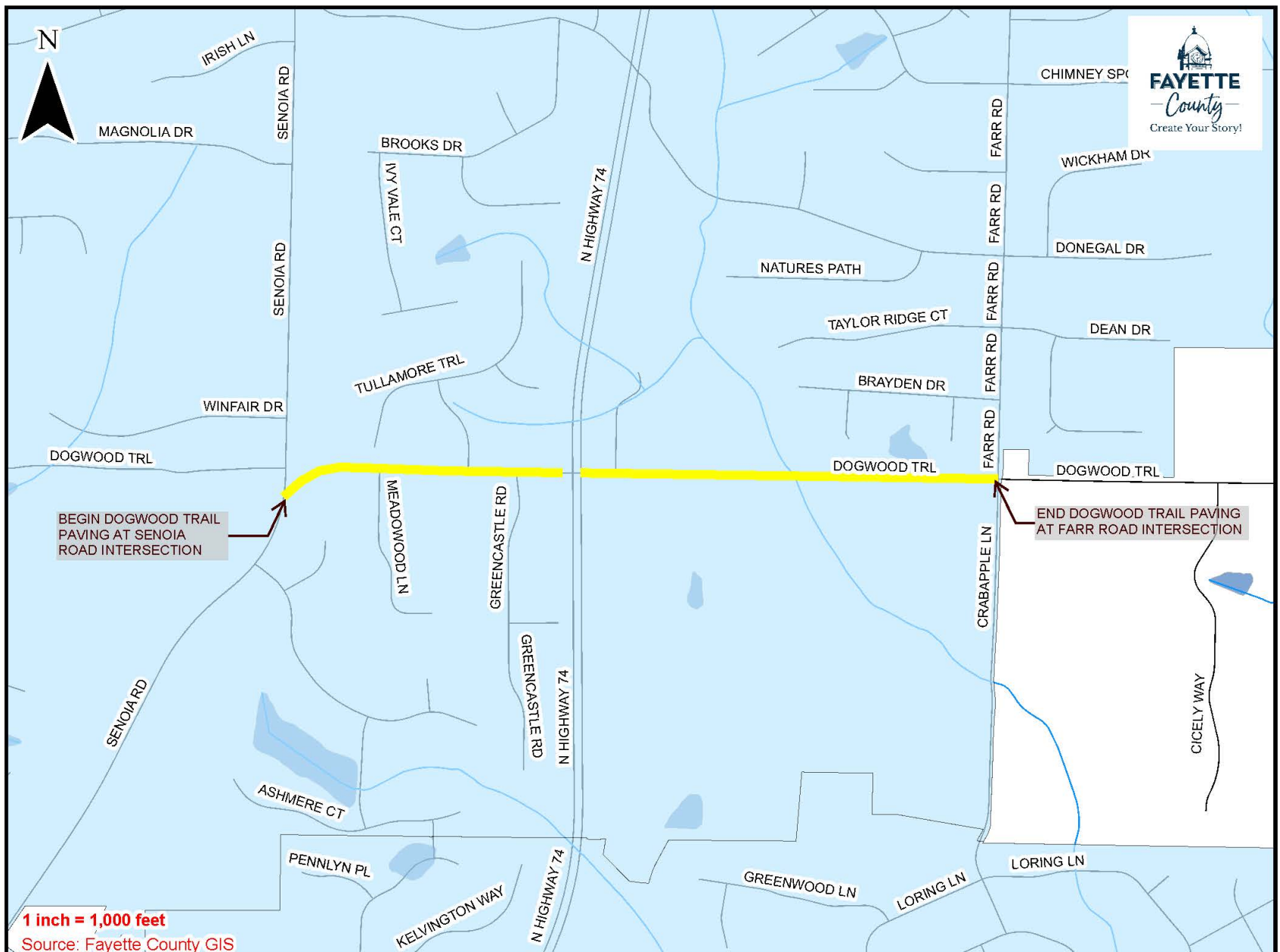
Road Name	Functional Classification	Scope of Work	Length
Peachtree City: Ebenezer Road From: Robinson Road to Peachtree City Limit	Minor Arterial	Mill, Patch, and Overlay	0.53 Miles

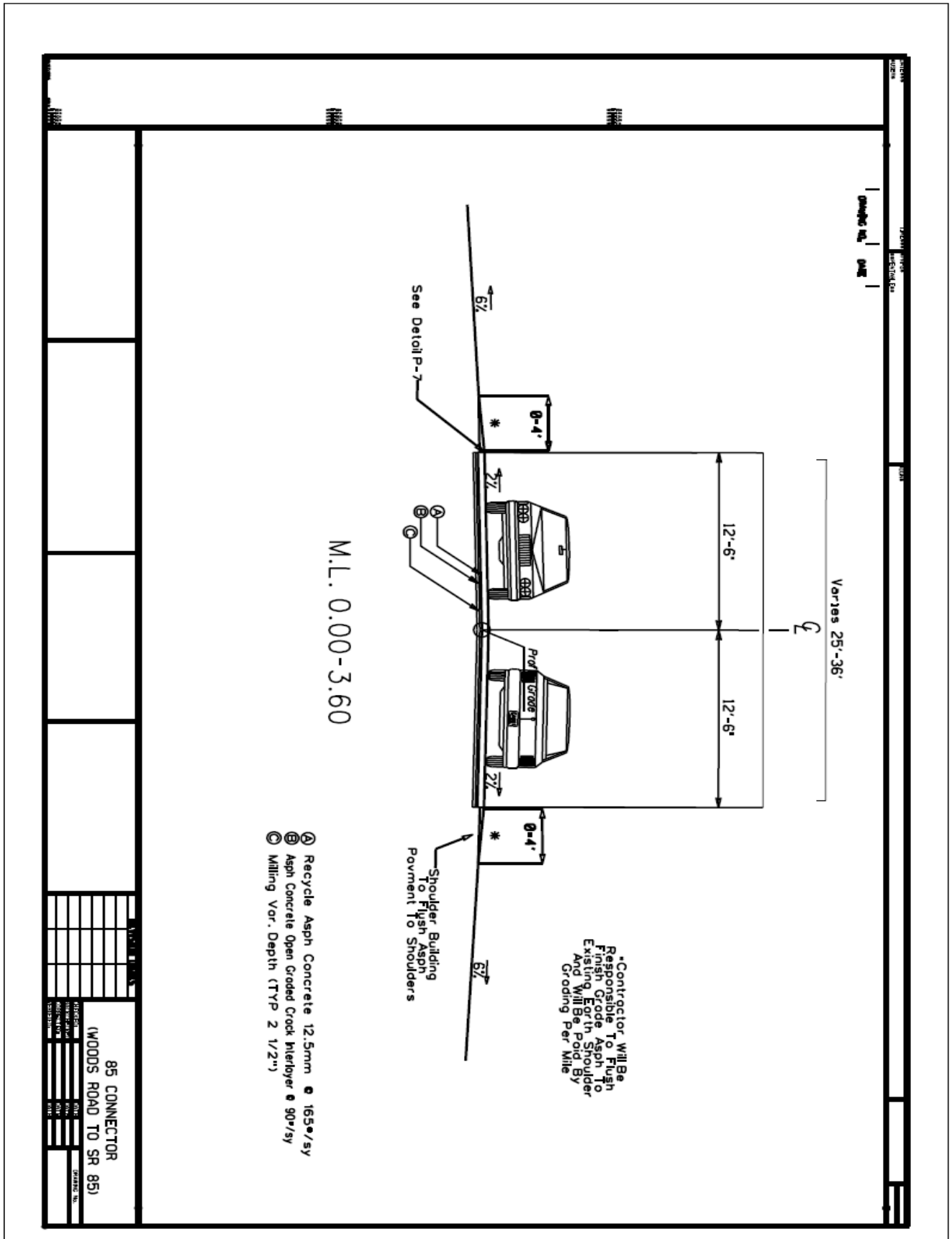
All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The roadway shoulders are existing curb and gutter with no disturbance on the shoulder areas.

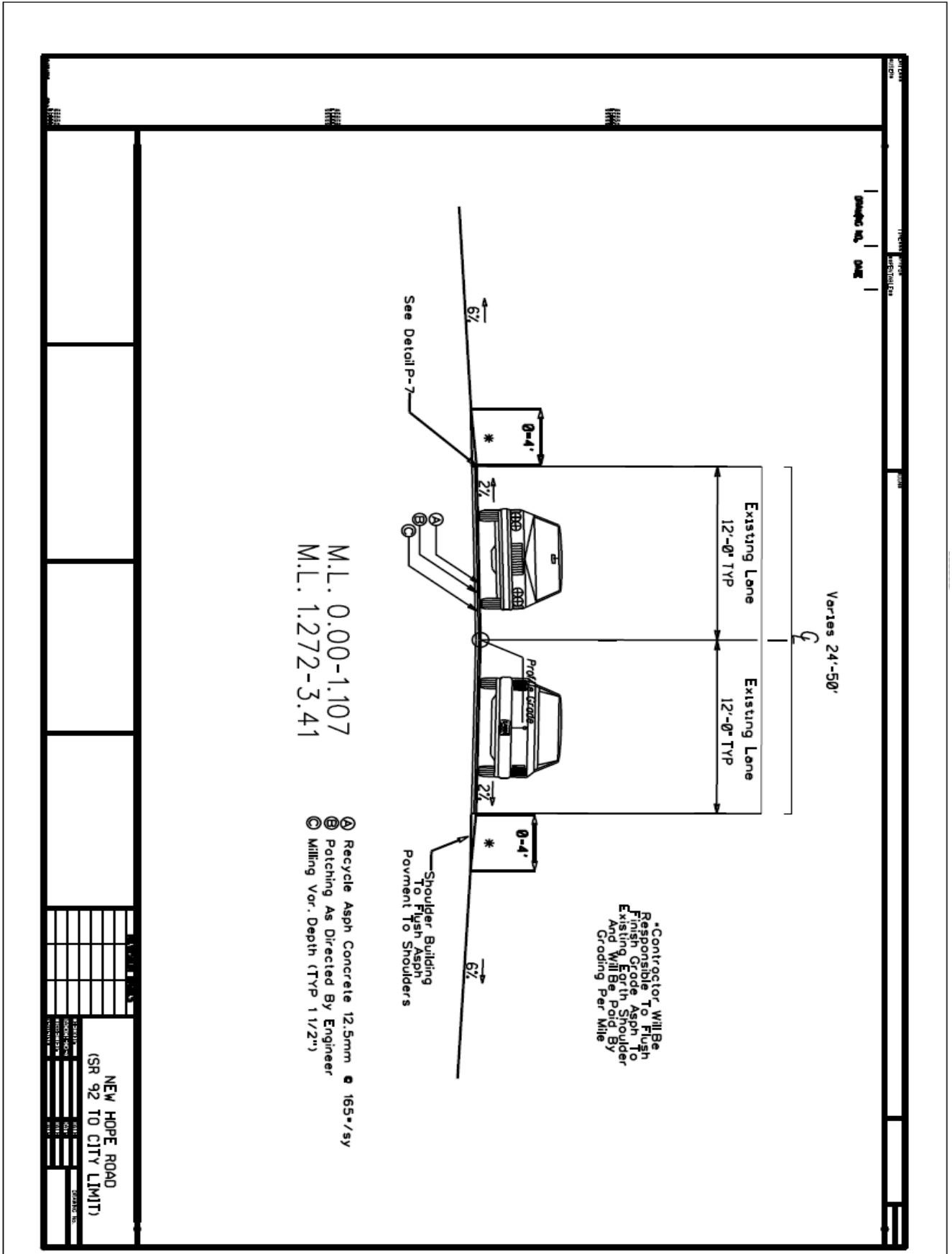


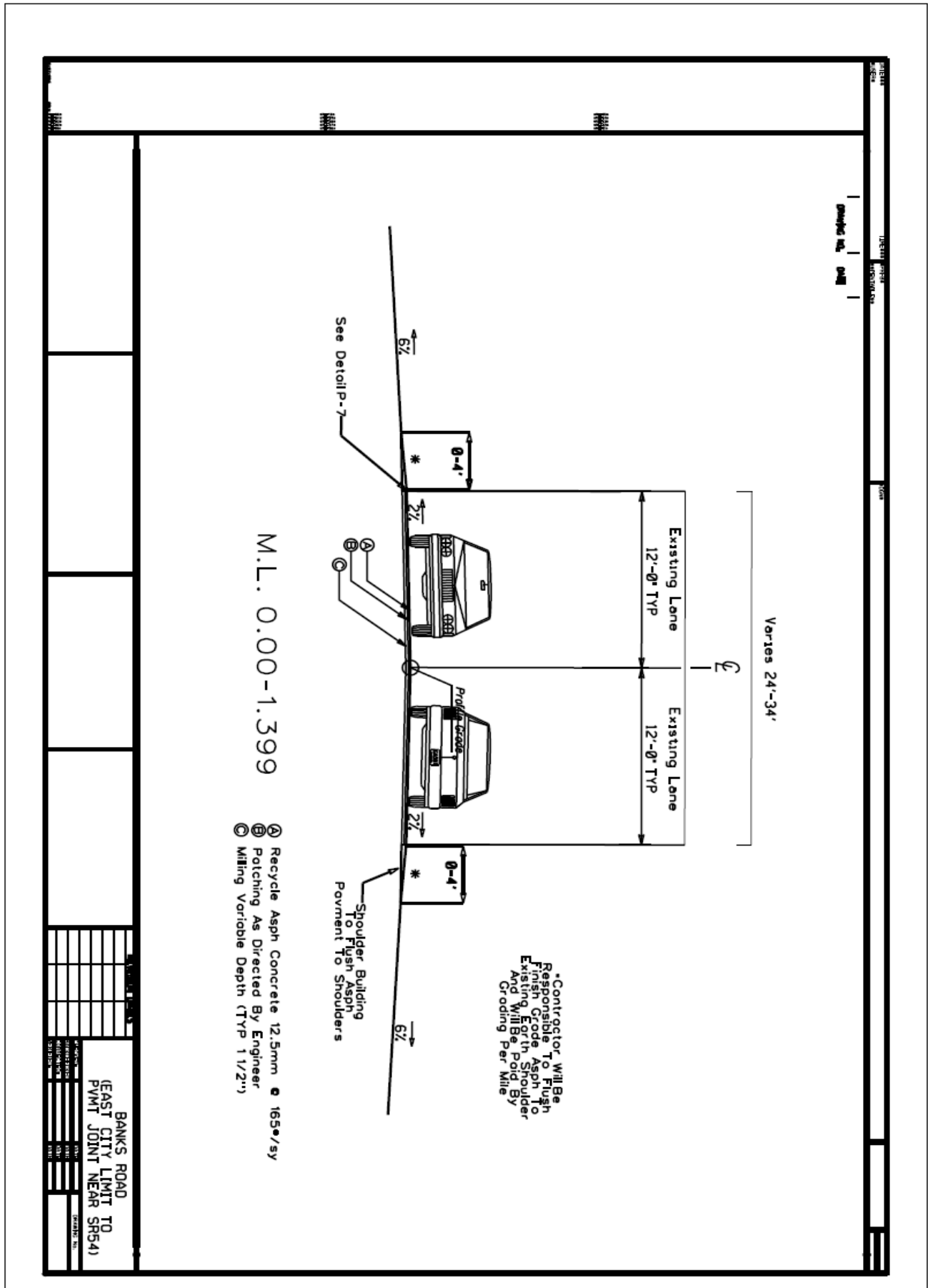
Road Name	Functional Classification	Scope of Work	Length
Town of Tyrone: Dogwood Trail From: Senoia Road to Farr Road	Major Collector	Full Depth Reclamation (FDR) with 2-inch binder and 2-inch overlay from Senoia Road to SR 74. Mill, Patch, and Overlay from SR 74 to Farr Road.	1.091Miles

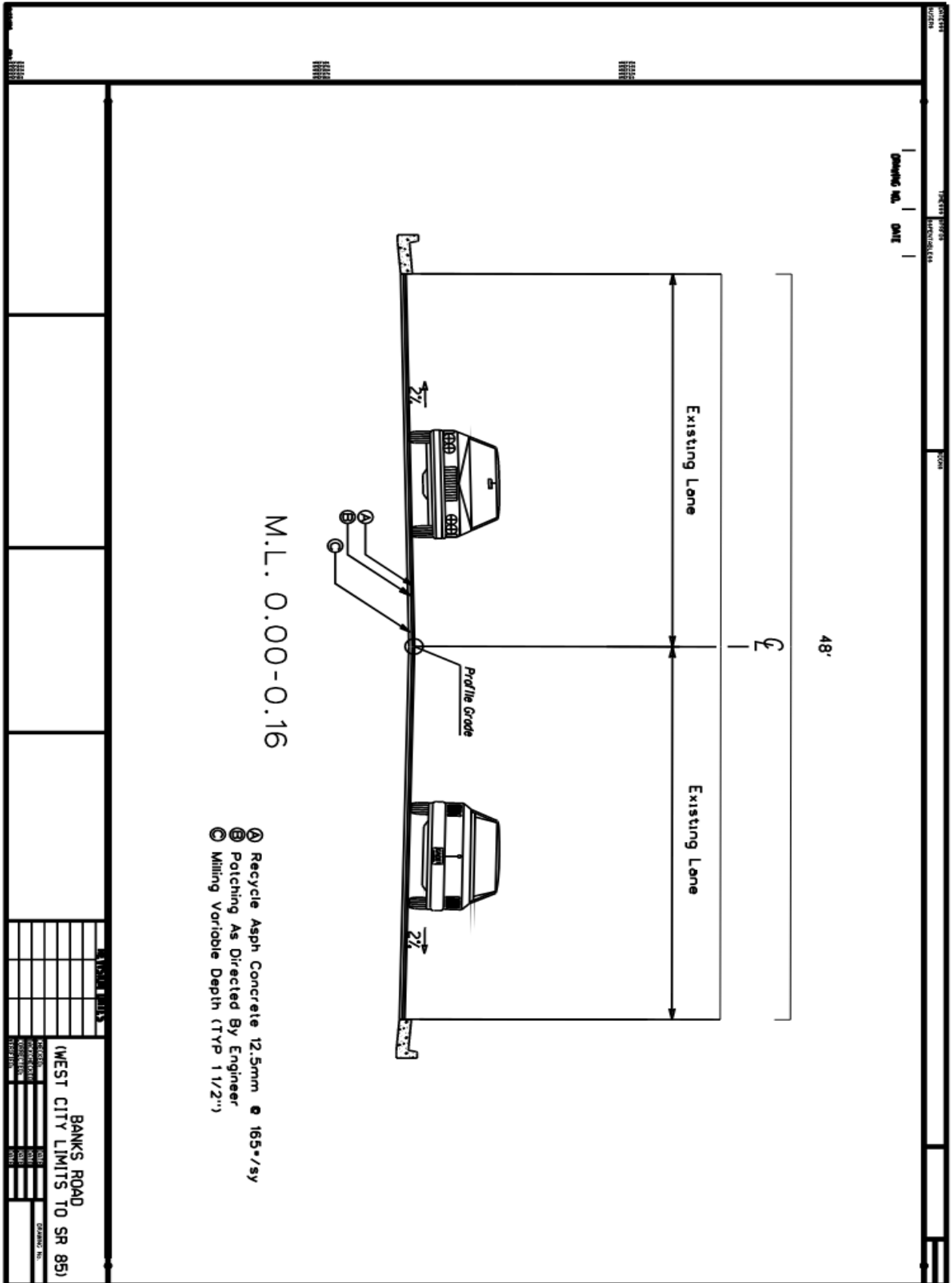
All paving, pavement repairs and disturbances take place on existing paved surfaces during dry conditions. The grassed roadway shoulder areas will be built up with fill material to correct pavement edge drop off following the pavement overlay. The width of disturbance along the shoulder at the edge of pavement will typically be 3 feet to 4 feet in width. Detailed description of project termini and exception areas are noted in the mile logs.

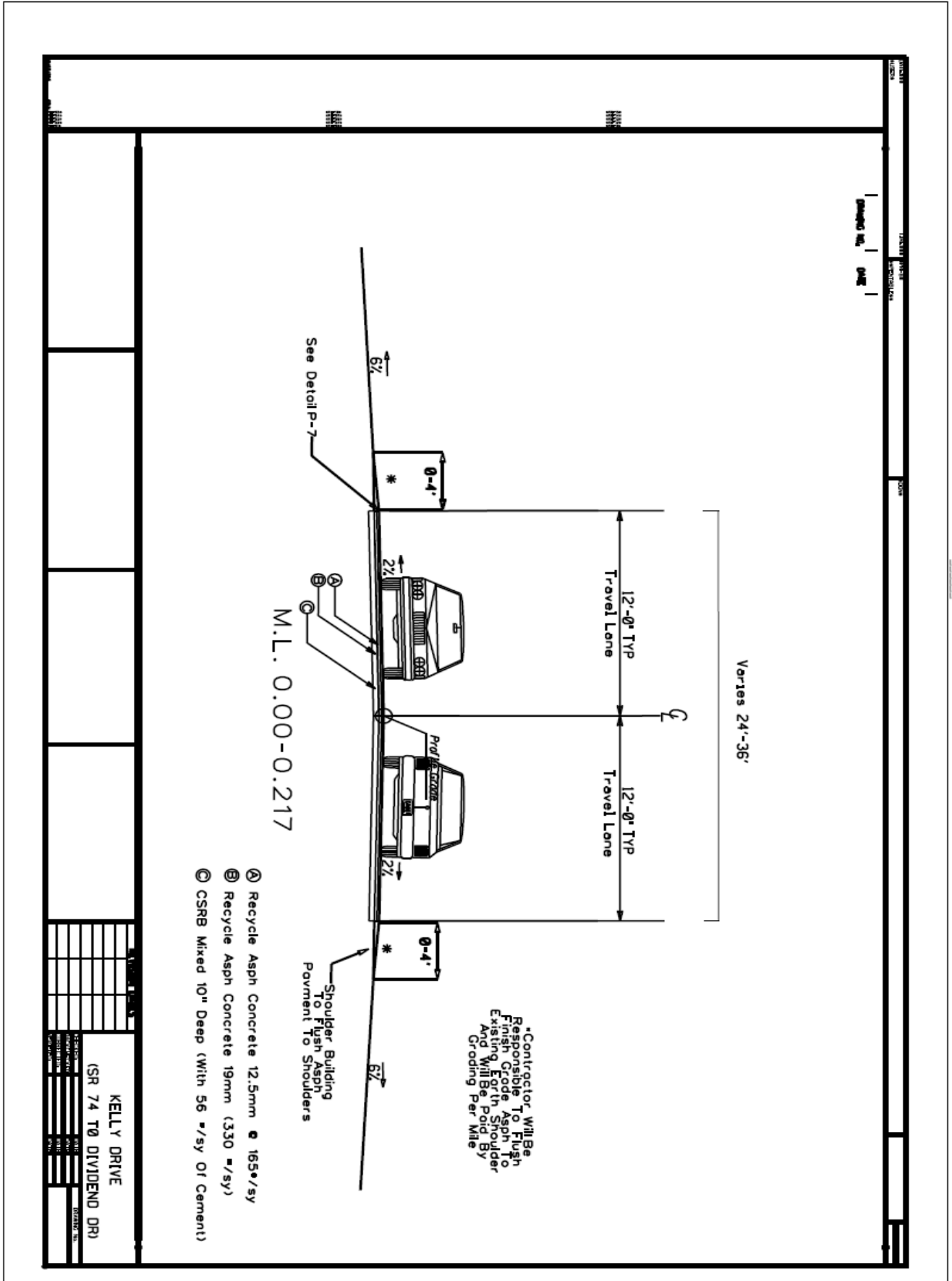


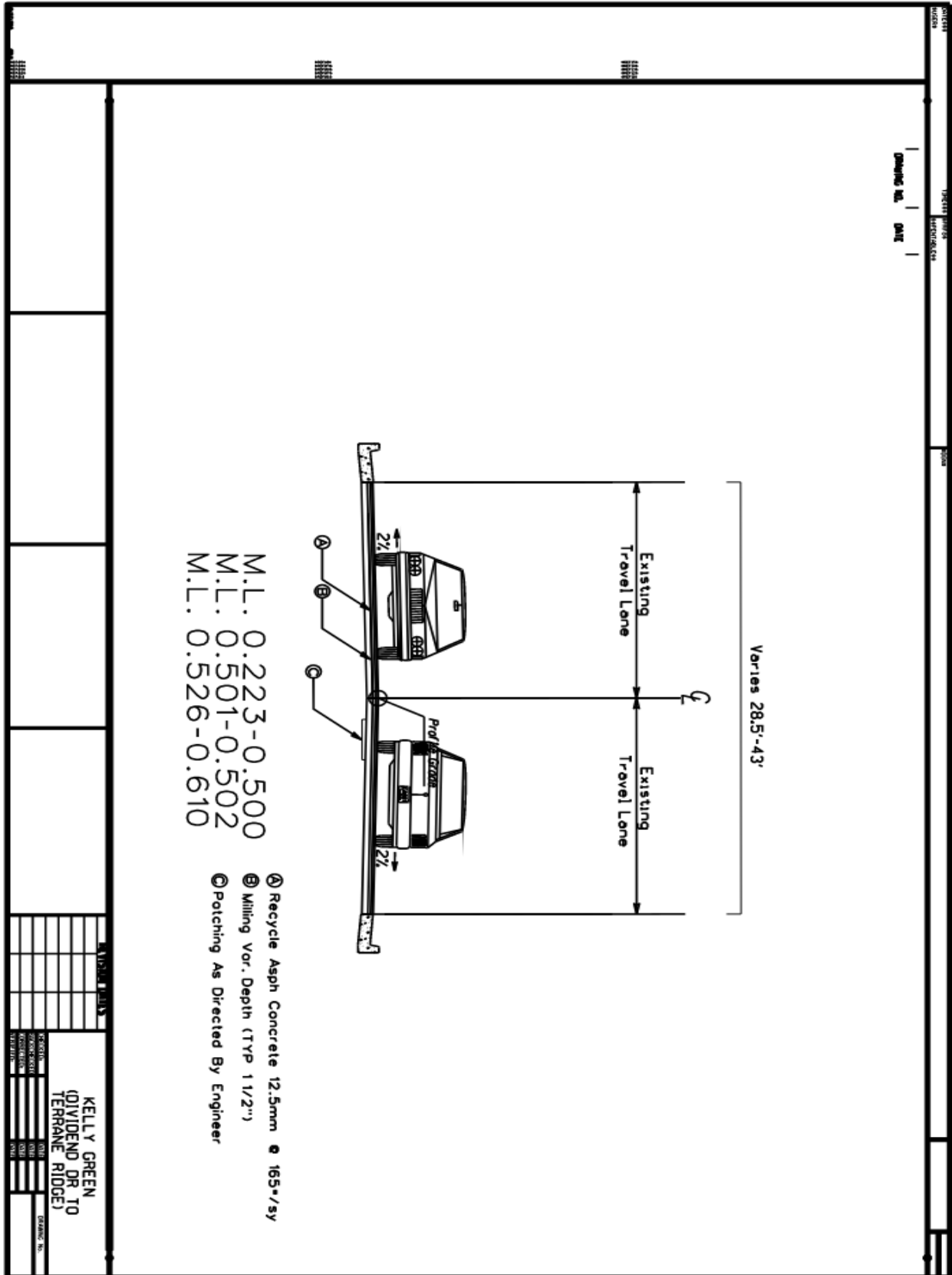


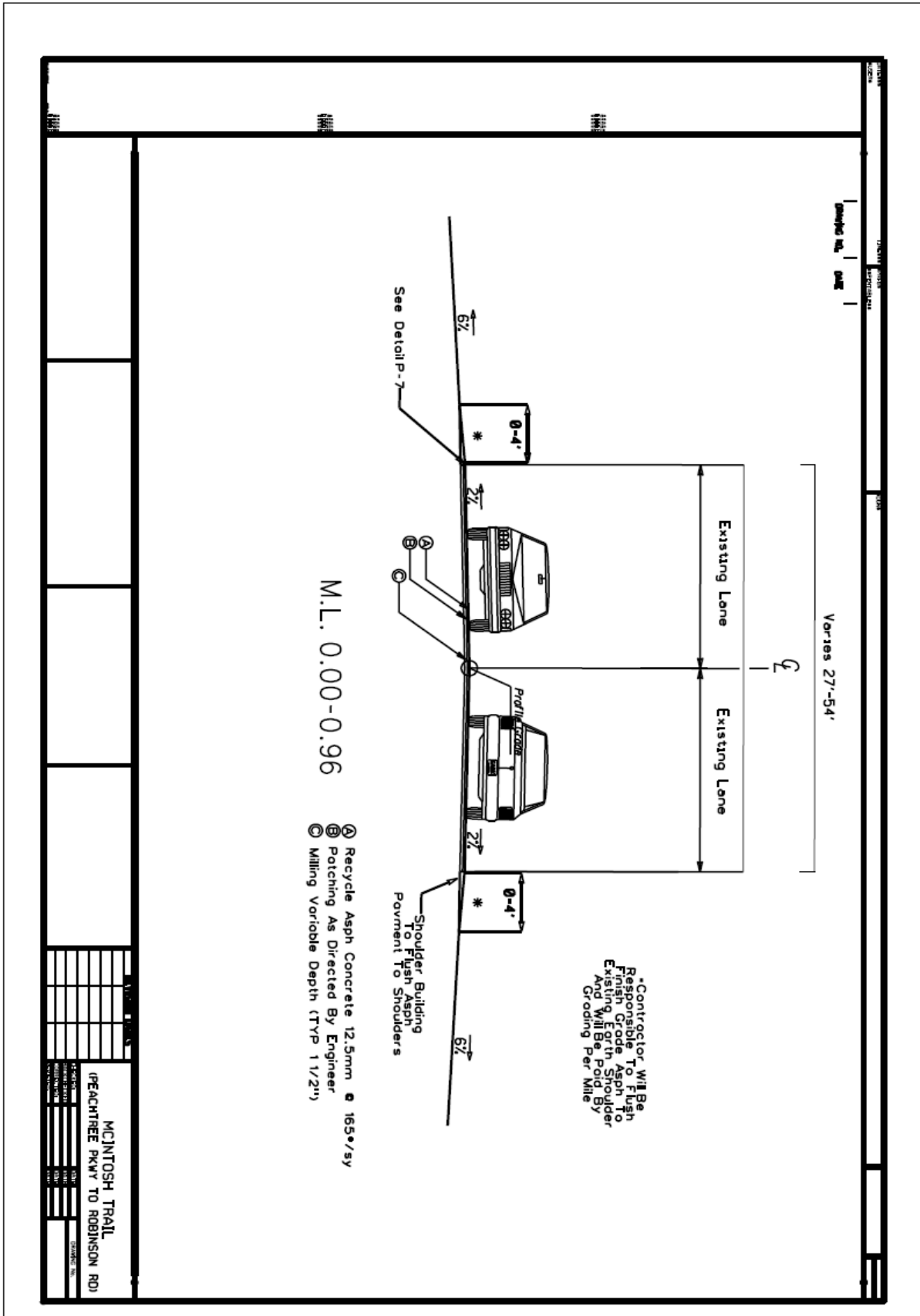


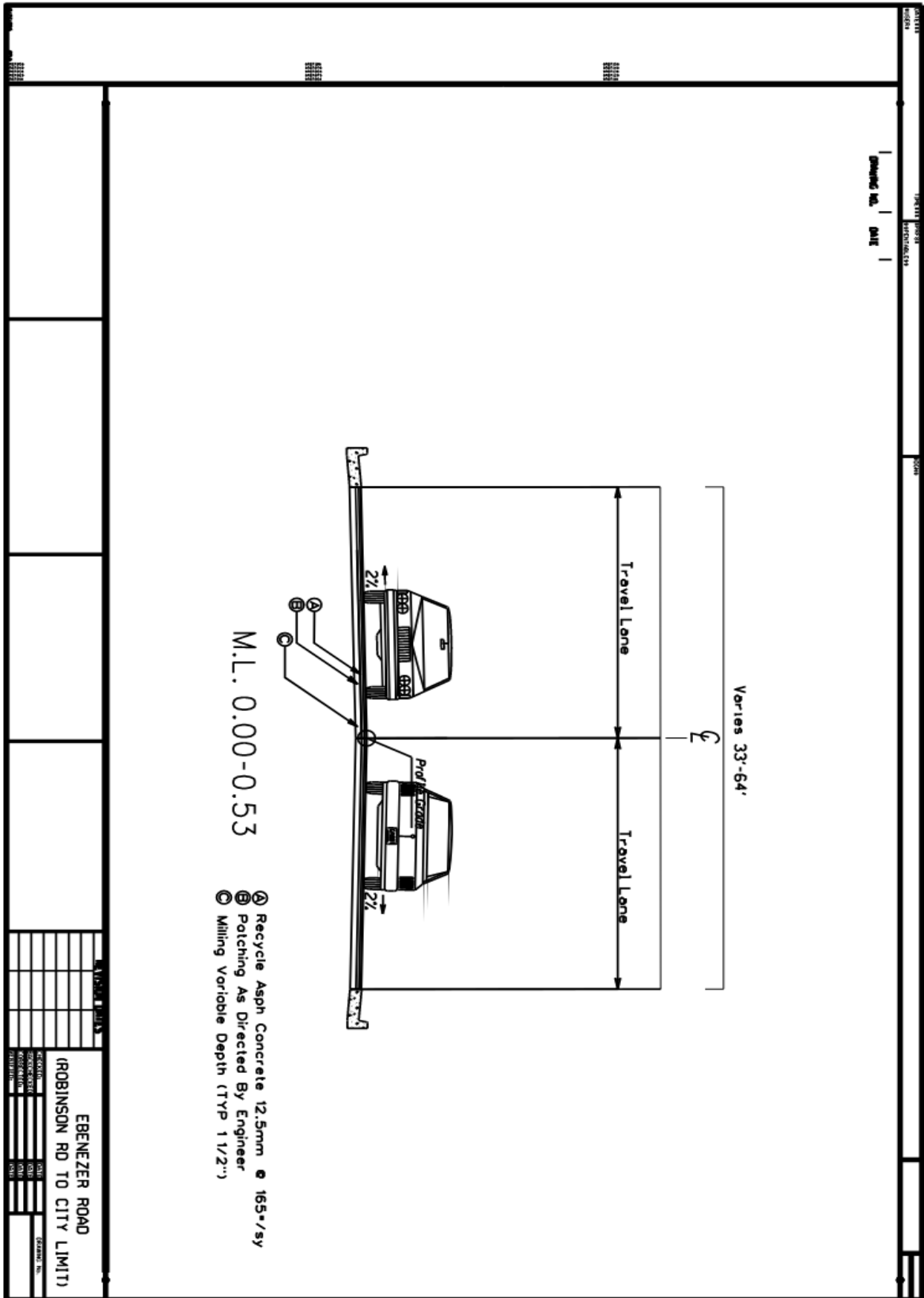


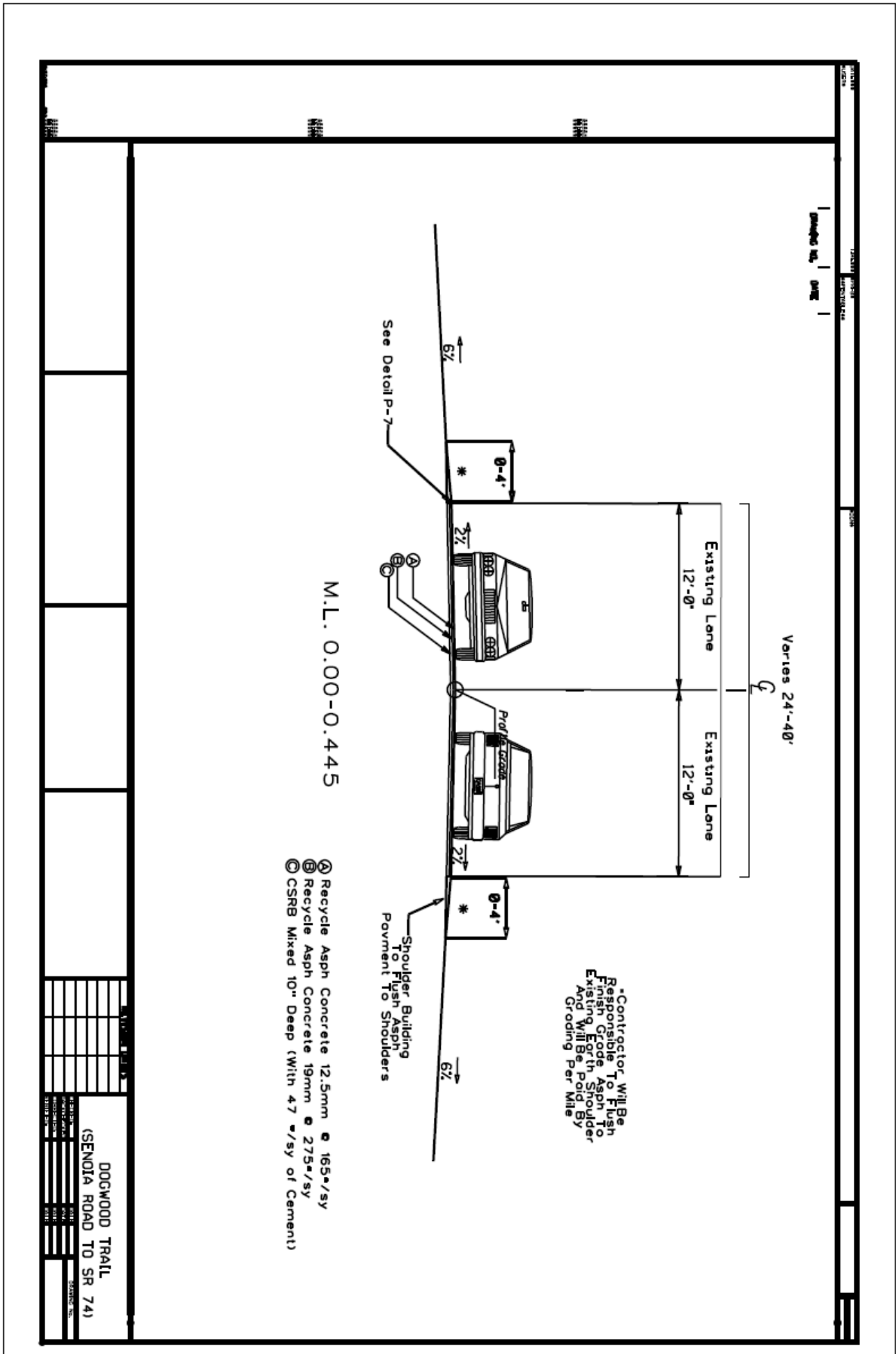


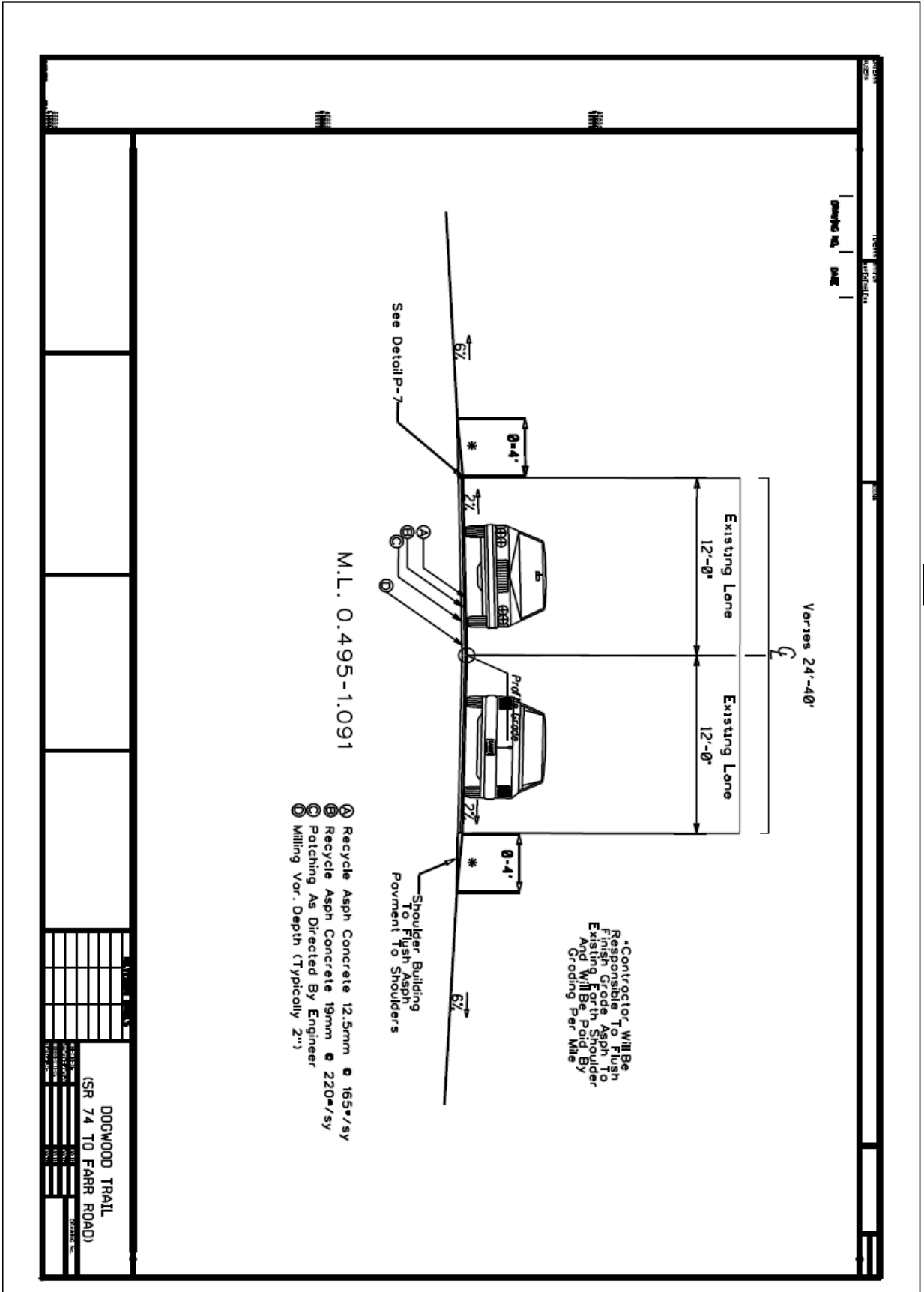












(MILES)

LOG	Fayette County SR 85 Connector – Woods Road to SR 85	ROADWAY WIDTH
0.000	BEGIN PROJECT @ JOINT @ WOODS ROAD BEGIN MILLING (2 ½” typical), OGI (@ 90 #/sy), RESURFACING (12.5 mm at 165 #/sy) AND SHOULDER BUILDING	25'
0.495	BROOKS WOOLSEY ROAD – RIGHT SIDE	25'
0.73	MORGAN MILL ROAD – BOTH SIDES	25'
1.10	WHITE WATER ROAD - LEFT	25'
1.42	Width change	25'-36'
1.44	HADDOCK ROAD - RIGHT	36'
1.495	Width change	36'-25'
2.08	MASSINGALE ROAD – RIGHT	25'
3.528	Width change	25'-36'
3.60	END PROJECT @ JOINT @ RADIUS RETURN ON SR 85, END MILLING (2 ½” typical), OGI (@ 90 #/sy), RESURFACING (12.5mm @ 165 #/sy) AND SHOULDER BUILDING	36'

(MILES)

LOG	Fayette County New Hope Road – City Limits to SR 92	ROADWAY WIDTH
0.000	BEGIN PROJECT @ JOINT @ CITY LIMITS, BEGIN MILLING (1 ½" typical), RESURFACING (12.5mm @ 165 #/sy) AND SHOULDER BUILDING	24'
0.251	BRANDON MILL - LEFT	
0.489	WHITE OAK WAY - RIGHT	
0.566	JOANNA DRIVE - RIGHT	
0.682	CREEK VIEW TRAIL - RIGHT	
0.728	HICKORY ROAD - LEFT	
0.791	BERKLEY PARK - LEFT	
0.900	NEELY ROAD - RIGHT	
0.91	Width change	24'-36'
1.014	Width change	36'-24'
1.039	Width change	24'-46'
1.086	NEW HOPE LANDING - LEFT	
1.107	END MILLING (1 ½" typical), RESURFACING (12.5mm @ 165 #/sy) AND SHOULDER BUILDING, Begin Project Exception @ roundabout paving joint	46'
1.272	End Project Exception @ roundabout paving joint, BEGIN PROJECT @ JOINT @ CITY LIMITS, BEGIN MILLING (1 ½" typical), RESURFACING (12.5mm @ 165 #/sy) AND SHOULDER BUILDING	24'
1.54	NEW OAK RIDGE TRAIL - RIGHT	
1.55	SUMMIT COURT - LEFT	
1.584	ELI RUN - LEFT	
1.688	Width change	24'-36'
1.725	Width change	36'-24'

(MILES)		
LOG	New Hope Road – City Limits to SR 92 (CONTINUED)	ROADWAY WIDTH
1.739	WHITNEY WAY - RIGHT	
1.74	VICTOR LANE – LEFT	
2.027	OMIN ROAD - LEFT	
2.036	Width change	24'-36'
2.087	ROCKY CREEK - RIGHT	
2.178	Width change	36'-32'
2.214	Width change	32'-24'
2.405	Width change	24'-50'
2.498	KENWOOD ROAD – RIGHT (Width change)	50'-34'
2.505	8" Water Valve - Right	
2.542	Width change	34'-25'
2.994	NEW HOPE CIRCLE - LEFT	
3.129	Width change	25'-36'
3.162	Width change	36'-25'
3.192	Width change	25'-36'
3.232	NEW HEIGHTS CHURCH - RIGHT	
3.252	Width change	36'-25'
3.389	Width change	25'-36'
3.41	END PROJECT @ JOINT @ SR 92, END MILLING (1 ½" typical), RESURFACING (12.5mm @ 165 #/sy) AND SHOULDER BUILDING	36'

(MILES)

LOG	Fayette County Banks Road (East) – City Limits to SR 54	ROADWAY WIDTH
LOG 0.000	BEGIN PROJECT @ PVMT JOINT @ CITY LIMITS, BEGIN MILLING (1 ½" typical), RESURFACING (12.5 mm @ 165 #/sy) AND SHOULDER BUILDING	24'
0.046	GILBERT ROAD - RIGHT	
0.132	DEER TRAIL - RIGHT	
0.334	HIDDEN VALLEY ROAD- RIGHT	
0.38	ELLIS ROAD - LEFT	
0.553	ALLENWOOD ROAD - RIGHT	
0.685	HOLLY HILL ROAD - RIGHT	
0.877	PONDEROSA TRACE - LEFT	
1.122	VAUGHN ROAD - RIGHT	
1.209	Width change	24'-34'
1.253	SMOKEMONT DRIVE - RIGHT	
1.271	Width change	34'-24'
1.289	PONDEROSA COURT - LEFT	
1.399	BEGIN PROJECT EXCEPTION @ PVMT JOINT @ DEER FOREST TRAIL, END MILLING (1 ½" typical), RESURFACING (12.5 mm @ 165 #/sy) AND SHOULDER BUILDING	24'
1.58	END PROJECT EXCEPTION @ SR 54, END PROJECT	

(MILES)

LOG	Peachtree City Kelly Drive/Kelly Green – SR 74 to Terrane Ridge	ROADWAY WIDTH
0.000	BEGIN PROJECT @ JOINT ON SR 54 BEGIN FDR, RESURFACING, AND SHOULDER RECONSTRUCTION – Replace 8" valley gutter with curb on left at Hella Office Entrance – Left and Replace 6" x 24" Curb and Gutter at Business Drive - Right	36'
0.028	R/R crossing symbol	
0.03	Width change Replace 8" Valley Gutter with curb at Hella Truck Entrance - Left	36'-24'
0.07	CSX Railroad crossing	
0.106	R/R crossing symbol	
0.217	Dividend Drive paving joint – (3) 8" Water Valves – Left – Replace 6" x 24" – TP 2 curb & gutter Left & Right END FDR and SHOULDER RECONSTRUCTION, BEGIN PROJECT EXCEPTION FOR DIVIDEND DRIVE	24'
0.22	Dividend Drive (Left and Right)	
0.223	Width change END PROJECT EXCEPTION FOR DIVIDEND DRIVE, BEGIN MILLING (1 ½" typical) and RESURFACING (12.5mm @ 165#/sy) (Begin Curb & Gutter – Left & Right)	43'
0.283	Width Change	43'-28.5'
0.333	Manhole 24"	
0.439	Manhole 24"	
0.499	Manhole 24"	
0.5	END MILLING (1 ½" typical) AND RESURFACING (12.5mm @ 165#/sy) (stamped concrete golf cart crossing)	
0.501	BEGIN MILLING (1 ½" typical) AND RESURFACING (12.5mm @ 165 #/sy) (stamped concrete golf cart crossing)	
0.502	BEGIN PROJECT EXCEPTION (Home Owners Association Property), END MILLING (1 ½" typical) AND RESURFACING (12.5mm @ 165#/sy)	
0.526	END PROJECT EXCEPTION (Home Owners Association Property), BEGIN MILLING (1 ½" typical) AND RESURFACING (12.5mm @ 165#/sy)	
0.562	Manhole 24"	
0.61	END PROJECT at TERRANE RIDGE., END MILLING (1 ½" typical) AND RESURFACING (12.5mm @ 165 #/sy) (End Curb & Gutter – Left & Right)	28.5'

(MILES)

LOG	Peachtree City McIntosh Trail – Peachtree Parkway to Robinson Road	ROADWAY WIDTH
0.000	BEGIN PROJECT @ JOINT ON PEACHTREE PARKWAY, BEGIN MILLING (1 1/2" typical) AND RESURFACING (12.5mm @ 165 #/sy) (Curb & Gutter Left & Right with center island Curb & Gutter)	28'
0.02	End Curb & Gutter section, BEGIN SHOULDER FILLING	
0.04	Width change	28'-40'
0.08	Width change	40'-27'
0.119	Width change	27'-40'
0.15	Width change	40'-27'
0.21	Glendale Drive - Right	
0.314	Width change	27'-40'
0.316	Garrett Ridge - Right	
0.338	Width change	40'-27'
0.368	Width change	27'-40'
0.377	Shawdowood Lane - Left	
0.393	Width change	40'-54'
0.43	Golf cart crossing	
0.44	Creek Stone Bend - Left	
0.538	Width change	54'-27'
0.577	Sherwood Way – Left and Sandown Drive - Right	
0.688	Width change	27'-54'
0.705	Golf cart crossing	
0.72	Width change	54'-27'
0.741	Groveland Drive – Left and Sawmill Trace - Right	
0.815	Golf cart crossing	

(MILES)		
LOG	Peachtree City McIntosh Trail – Peachtree Parkway to Robinson Road – cont'd	ROADWAY WIDTH
0.94	Begin Curb & Gutter – Left and Right, END SHOULDER FILLING	
0.95	Begin Curb & Gutter center island and continue Curb & Gutter Left and Right	
0.96	END PROJECT @ JOINT ON ROBINSON ROAD END MILLING (1 ½" typical) AND RESURFACING (12.5mm @ 165#/sy)	27'

(MILES)

LOG	Peachtree City Ebenezer Road – Robinson Road to City Limits	ROADWAY WIDTH
0.000	BEGIN PROJECT @ JOINT ON ROBINSON ROAD BEGIN MILLING (1 ½" typical) AND RESURFACING (12.5 mm @ 165 #/sy) (Curb & Gutter Left and Right)	64'
0.033	Width change	64'-33'
0.086	Meadowhawk Trace - Right	
0.103	Golf cart crossing	
0.240	Creekside Way - Left	
0.240	Robinson Bend - Right	
0.247	Golf cart crossing	
0.47	Golf cart crossing	
0.47	Strathmore Lane - Right	
0.53	END PROJECT @ JOINT @ CITY LIMITS END MILLING (1 ½" typical) AND RESURFACING (12.5 mm @ 165 #/sy) (End Curb & Gutter)	33'

(MILES)

LOG	Town of Tyrone Dogwood Trail – Senoia Road to Farr Road	ROADWAY WIDTH
0.000	BEGIN PROJECT @ JOINT ON SENOIA ROAD BEGIN FDR, RESURFACING, AND SHOULDER RECONSTRUCTION.	24'
0.068	R/R crossing symbol	
0.15	Meadowood Lane - Right	
0.154	8" Water valve - Left	
0.25	Width change, Begin Curb & Gutter – Left	24'-40'
0.282	Kellsworth Way - Left	
0.287	8" Water valve - Left	
0.30	End Curb & Gutter - Left	
0.363	8" Gas valve - Right	
0.369	Greencastle Road – Right, Begin Curb & Gutter - Right	
0.42	End Curb & Gutter - Right	
0.445	Begin Project Exception for SR 74 crossing END FDR, RESURFACING, AND SHOULDER RECONSTRUCTION.	40'
0.495	End Project Exception for SR 74 crossing BEGIN MILLING (2" typical), RESURFACING (19mm @ 275 #/sy & 12.5 mm @ 165 #/sy) AND SHOULDERS BUILDING	40'
0.522	8" Water valve - Right	
0.525	8" Water valve - Right	
0.53	Width change	40'-24'
0.585	Width change	24'-38'
0.59	Begin Curb & Gutter - Right	38'
0.633	Dogwood Church - Right	38'
0.64	End Curb & Gutter - Right	38'
0.648	Width change	38'-24'
1.085	Golf cart path crossing	
1.091	END PROJECT @ JOINT ON FARR ROAD END MILLING (2" typical), RESURFACING (19mm @ 275 #/sy & 12.5 mm @ 165 #/sy) AND SHOULDERS BUILDING	24'

COMBINED DETAILED ESTIMATE AND BID ITEM LIST

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	6.32
210-0200	GRADING PER MILE	LM	10.627
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION)	TN	313.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	12,149.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	915.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	13,378.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,769.00
413-0750	TACK COAT	GL	15,875.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	184,380.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294.00
441-6012	CONC CURB & GUTTER, 6" X 24", TP 2	LF	317.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	3.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	30.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	6.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	916.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,665.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	23.12
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	20.11

COMBINED DETAILED ESTIMATE AND BID ITEM LIST CONTINUED

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.25
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.85
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	621.00
654-1001	RAISED PVMT MARKERS TP 1	EA	2,816.00
654-1002	RAISED PVMT MARKERS TP 2	EA	375.00
654-1003	RAISED PVMT MARKERS TP 3	EA	112.00
700-6910	PERMANENT GRASSING	AC	12.62
700-7000	AGRICULTURAL LIME	TN	25.22
700-8000	FERTILIZER MIXED GRADE	TN	2.54
700-8100	FERTILIZER NITROGEN CONTENT	LB	635.00
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	3,000.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	61,077.00

DETAILED ESTIMATE - 85 CONNECTOR (Woods Road to SR 85)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	2.18
210-0200	GRADING PER MILE	LM	3.60
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	4,715.00
413-0750	TACK COAT	GL	6,850.00
415-5000	ASPHALTIC CONCRETE OPEN GRADED CRACK RELIEF INTERLAYER, GP 2 ONLY, INCL BITUM MATL AND H LIME	TN	2,560.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	57,065.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	100.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	7.20
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	5.16
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.04
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	2.31
654-1001	RAISED PVMT MARKERS TP 1	EA	680.00
654-1002	RAISED PVMT MARKERS TP 2	EA	305.00
654-1003	RAISED PVMT MARKERS TP 3	EA	28.00
700-6910	PERMANENT GRASSING	AC	4.36
700-7000	AGRICULTURAL LIME	TN	8.72
700-8000	FERTILIZER MIXED GRADE	TN	0.88
700-8100	FERTILIZER NITROGEN CONTENT	LB	218.00
713-3011	WOOD FIBER BLANKET, TP 1, SHOULDERS	SY	500.00
713-3012	WOOD FIBER BLANKET, TP 2, SHOULDERS	SY	21,105.00
	<i>270 SY MILLING & 23 TONS OF 12.5 MM FOR SIDE ROADS</i>		

DETAILED ESTIMATE - NEW HOPE ROAD (City Limits to SR 92)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	2.07
210-0200	GRADING PER MILE	LM	3.41
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	50.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2,515.00
413-0750	TACK COAT	GL	3,250.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	54,626.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	11.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	260.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	6.82
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	5.75
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.10
653-4502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	GLM	0.54
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	415.00
654-1001	RAISED PVMT MARKERS TP 1	EA	760.00
654-1002	RAISED PVMT MARKERS TP 2	EA	70.00
700-6910	PERMANENT GRASSING	AC	4.13
700-7000	AGRICULTURAL LIME	TN	8.26
700-8000	FERTILIZER MIXED GRADE	TN	0.83
700-8100	FERTILIZER NITROGEN CONTENT	LB	207.00
713-3011	WOOD FIBER BLANKET, TP 1, SHOULDERS	SY	500.00
713-3012	WOOD FIBER BLANKET, TP 2, SHOULDERS	SY	19,990.00
	<i>800 SY OF MILLING & 70 TONS OF 12.5 MM FOR SIDE ROADS</i>		

DETAILED ESTIMATE - BANKS ROAD (City Limit to SR 54)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	0.85
210-0200	GRADING PER MILE	LM	1.40
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	120.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,780.00
413-0750	TACK COAT	GL	1,275.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	21,510.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	120.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	2.80
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	2.80
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.05
654-1001	RAISED PVMT MARKERS TP 1	EA	370.00
654-1003	RAISED PVMT MARKERS TP 3	EA	10.00
700-6910	PERMANENT GRASSING	AC	1.70
700-7000	AGRICULTURAL LIME	TN	3.40
700-8000	FERTILIZER MIXED GRADE	TN	0.34
700-8100	FERTILIZER NITROGEN CONTENT	LB	85.00
713-3011	WOOD FIBER BLANKET, TP 1, SHOULDERS	SY	500.00
713-3012	WOOD FIBER BLANKET, TP 2, SHOULDERS	SY	8,228.00
	<i>445 SY MILLING & 39 TONS OF 12.5 MM FOR SIDE ROADS</i>		

DETAILED ESTIMATE - BANKS ROAD (SR 85 to City Limit)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	20.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	395.00
413-0750	TACK COAT	GL	300.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	4,732.00
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	3.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	10.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	2.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	60.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	434.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	0.20
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	0.32
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.02
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	45.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	30.00
654-1001	RAISED PVMT MARKERS TP 1	EA	50.00
654-1003	RAISED PVMT MARKERS TP 3	EA	40.00

DETAILED ESTIMATE - KELLY DRIVE/KELLY GREEN (SR 74 to Terrane Ridge)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	0.12
210-0200	GRADING PER MILE	LM	0.22
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION)	TN	108.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	3,648.00
402-1802	RECYCLED ASPH PATCHING, INCL BITUM MATL & H LIME	TN	10.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	891.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	632.00
413-0750	TACK COAT	GL	650.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	6,581.00
441-4050	CONC VALLEY GUTTER WITH CURB, 8 IN	SY	294.00
441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	317.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	2.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	2.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	50.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	1.01
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	1.01
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	65.00
654-1001	RAISED PVMT MARKERS TP 1	EA	134.00
654-1003	RAISED PVMT MARKERS TP 3	EA	10.00
700-6910	PERMANENT GRASSING	AC	0.25
700-7000	AGRICULTURAL LIME	TN	0.50

DETAILED ESTIMATE - KELLY DRIVE/KELLY GREEN – (SR 74 to Terrane Ridge) CONTINUED

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
700-8000	FERTILIZER MIXED GRADE	TN	0.05
700-8100	FERTILIZER NITROGEN CONTENT	LB	15.00
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	500.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	1,200.00
	<i>45 SY OF MILLING & 16 TONS OF 12.5MM FOR SIDE ROADS</i>		

DETAILED ESTIMATE - McINTOSH TRAIL (Peachtree Parkway to Robinson Road)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	0.59
210-0200	GRADING PER MILE	LM	0.96
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	440.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	600.00
413-0750	TACK COAT	GL	1,100.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	18,179.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	36.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	585.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	1.92
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	1.92
654-1001	RAISED PVMT MARKERS TP 1	EA	254.00
700-6910	PERMANENT GRASSING	AC	1.17
700-7000	AGRICULTURAL LIME	TN	2.34
700-8000	FERTILIZER MIXED GRADE	TN	0.24
700-8100	FERTILIZER NITROGEN CONTENT	LB	60.00
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	500.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	5,665.00
	<i>312 SY OF MILLING & 27 TONS OF 12.5 MM FOR SIDE ROADS</i>		

DETAILED ESTIMATE - EBENEZER ROAD (Robinson Road to City Limit)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	195.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	965.00
413-0750	TACK COAT	GL	700.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	11,852.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	1.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	1.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	209.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	534.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	1.08
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	1.06
654-1001	RAISED PVMT MARKERS TP 1	EA	280.00
654-1003	RAISED PVMT MARKERS TP 3	EA	4.00
	<i>178 SY OF MILLING & 16 TONS OF 12.5 MM FOR SIDE ROADS</i>		

DETAILED ESTIMATE - DOGWOOD TRAIL (Senoia Road to Farr Road)

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
150-1000	TRAFFIC CONTROL -	LS	1.00
163-0232	TEMPORARY GRASSING	AC	0.51
210-0200	GRADING PER MILE	LM	1.04
315-1000	PORTLAND CEMENT (SEE SPECIAL PROVISION)	TN	205.00
315-1010	CEMENT STABILIZED RECLAIMED BASE COURSE, 10 IN, INCL MATL	SY	8,501.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	80.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,517.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	2,137.00
413-0750	TACK COAT	GL	1,750.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	9,835.00
441-4020	CONC VALLEY GUTTER, 6 IN	SY	30.00
611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	3.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	1.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	6.00
653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	3.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	81.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	112.00
653-2501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LM	2.09
653-2502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LM	2.09
653-4501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	GLM	0.04
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	111.00
654-1001	RAISED PVMT MARKERS TP 1	EA	288.00

DETAILED ESTIMATE - DOGWOOD TRAIL (Senoia Road to Farr Road) CONTINUED

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
654-1003	RAISED PVMT MARKERS TP 3	EA	20.00
700-6910	PERMANENT GRASSING	AC	1.01
700-7000	AGRICULTURAL LIME	TN	2.00
700-8000	FERTILIZER MIXED GRADE	TN	0.20
700-8100	FERTILIZER NITROGEN CONTENT	LB	50.00
713-3011	WOOD FIBER BLANKET, TP I, SHOULDERS	SY	500.00
713-3012	WOOD FIBER BLANKET, TP II, SHOULDERS	SY	4,889.00
	<i>134 SY OF MILLING & 12 TONS OF 12.5 MM FOR SIDE ROADS</i>		

GENERAL SHEET NOTES

1. **FAYETTE COUNTY, GEORGIA IS THE ADMINISTRATOR OF THIS PROJECT AND PLANS.** ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED, OR TO BE USED, IN CONNECTION WITH THIS DOCUMENT, TO THE STATE HIGHWAY DEPARTMENT OF GEORGIA, STATE HIGHWAY DEPARTMENT, GEORGIA STATE HIGHWAY DEPARTMENT, HIGHWAY DEPARTMENT, OR DEPARTMENT WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, SHALL BE DEEMED TO MEAN, THE GEORGIA DEPARTMENT OF TRANSPORTATION.

2. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND FAYETTE COUNTY OR THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

3. GDOT SPECIFICATIONS GOVERN OVER ANY CONFLICTING REQUIREMENTS THAT MAY BE FOUND IN THE SPONSOR/CONTRACTOR CONSTRUCTION AGREEMENT, GENERAL CONDITIONS, AND SUPPLEMENTAL GENERAL PROVISIONS.

4. THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2024 CONSTRUCTION STANDARDS AND DETAILS BOOK. APPLICABLE REVISIONS, SPECIAL PROVISIONS, AND SUPPLEMENTAL SPECIFICATIONS APPLY TO THE CONTRACT. THE 2024 CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT:
<http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx> ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE 2024 CONSTRUCTION STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

5. IN PREPARATION OF THE ROADWAY PRIOR TO RESURFACING, BLADE THE EXISTING SHOULDERS NO LOWER IN ELEVATION THAN THE EXISTING PAVEMENT OR SHOULDER. SHOULDER MATERIAL DISPLACED BY THE CLEANING OPERATION PRIOR TO RESURFACING SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL SITE OFF COUNTY/CITY RIGHT-OF-WAY. THE COST OF THIS WORK SHALL BE INCLUDED IN THE OVERALL BID PRICE.

6. FULL WIDTH DESIGNATIONS NOTED IN TYPICAL SECTIONS, ROADWAY LOGS AND NOTES ARE TO BE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT WHICH INCLUDES MAINLINE LANES, TURN LANES, INSIDE SHOULDER, OUTSIDE SHOULDER, GORE AREAS, MEDIAN CROSSOVERS, AND RAMP LANES. ALL WORK TO BE COMPLETED AS DESIGNATED IN THE PLANS AS FULL WIDTH SHALL COVER ALL THESE AREAS.

GENERAL NOTES (CONTINUED)

7. QUANTITIES FOR TURNOUTS, FLARES, ETC., ARE INCLUDED ON THE DETAILED ESTIMATE.
8. FLARES TO BE RESURFACED WILL REQUIRE NO ADDITIONAL BASE MATERIAL.
9. **ALL PAVING, STRIPING, AND OTHER RELATED WORK FOR ROADWAY SECTIONS LOCATED WITHIN THE TOWN OF TYRONE (DOGWOOD TRAIL) SHALL BE PERFORMED FIRST AND COMPLETED FOR INVOICING NO LATER THAN JUNE 30, 2025.** THE PAVING OPERATION, EXCLUDING PATCHING, WILL BE COMPLETED WITHIN ONE HUNDRED AND EIGHTY (180) CALENDAR DAYS UPON START OF THE PAVING OPERATION. FAILURE TO COMPLETE PAVING OPERATION WITHIN THE SPECIFIED TIME WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED IN ACCORDANCE WITH SUBSECTION 108.08 OF THE SPECIFICATIONS.
10. ALL PATCHING SHALL BE AT A WIDTH AND DEPTH AS DIRECTED BY THE ENGINEER BEFORE PERFORMING MILLING AND RESURFACING OPERATIONS.
11. ASPHALT PATCHING OPERATIONS – PATCHING SPECIFIED OR REQUIRED WILL BE PERFORMED OR COMPLETED AFTER SUFACING MILLING OPERATIONS AND SHALL BE AT 220 LB/SY UNLESS DIRECTED OTHERWISE BY THE ENGINEER. PATCHING DEPTH IS BELOW THE MILLED SURFACE WHERE SEPARATE SURFACE MILLING IS SPECIFIED.
12. WHEN SURFACE TREATMENT OR OPEN GRADED CRACK RELIEF INTERLAYER IS INCLUDED AS A PAY ITEM. THE CONTRACTOR, SHALL TIE-IN PAVED DRIVES, PUBLIC ROADS AND STREETS WITH 12.5 MM SUPERPAVE MIX NECESSARY TO ACHIEVE AN ACCEPTABLE TIE-IN.
13. TIE-INS – IF NO CURB AND GUTTER EXIST, DRIVEWAY TIES SHALL BE ACCOMPLISHED WITHING FOUR (4) FEET OR LESS WHERE POSSIBLE. TIE IN TO CROSS STREETS AT TWENTY (20) FEET. THIS DOES NOT APPLY TO PRIVATE ROADS
14. PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION TO ENSURE WATER DOES NOT POND ON THE ROADWAY.
15. MILLED AREAS WILL BE COVERED WITHIN THREE (3) CALENDAR DAYS OF BEING MILLED. FAILURE TO COVER MILLED AREAS AS SPECIFIED WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED IN ACCORDANCE WITH SUBSECTION 108.08 OF THE SPECIFICATIONS.
16. MILLED AREAS REQUIRING OGI COURSES WILL BE COVERED WITH OGI COURSE ON THE SAME DAY MILLED FAILURE TO COVER MILLED AREAS AS SPECIFIED WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED IN ACCORDANCE WITH SUBSECTION 108.08 OF THE SPECIFICATIONS.
17. CONTRACTOR SHALL USE CAUTION AND MILL AROUND GAS VALVES AS NECESSARY. CONTRACTOR WILL COORDINATE WITH ATLANTA GAS TO HAVE GAS VALVES REQUIRED TO BE RAISED TO FINISH GRADE WHICH WILL BE PERFORMED BY ATLANTA GAS.

GENERAL NOTES (CONTINUED)

18. ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT WILL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION WILL BE CLEANED OUT AT NO ADDITIONAL COST TO FAYETTE COUNTY AND/OR GOVERNING MUNICIPALITIES.
19. CONTRACTOR SHALL USE CAUTION AROUND MANHOLES AND VALVE BOXES TO ENSURE THAT NO DEBRIS IS DEPOSITED INTO MANHOLES. ANY DEBRIS PLACED INTO MANHOLES SHALL BE REMOVED AT NO ADDITIONAL COST TO FAYETTE COUNTY AND/OR GOVERNING MUNICIPALITIES.
20. CONTRACTORS SHALL ADJUST MANHOLES AND VALVES BOXES (WATER) TO FINISH PROFILE GRADES AT NO ADDITIONAL COST TO FAYETTE COUNTY AND/OR GOVERNING MUNICIPALITIES.
21. ALL VALVE BOXES THAT ARE AFFECTED BY PROJECT WILL NEED TO BE RAISED TO GRADE BY CONTRACTOR. VALVE BOXES THAT WILL BE RAISED 3" OR MORE CAN HAVE A VALVE BOX RISER INSTALLED (IF RISER WILL NOT BRING VALVE BOX EVEN WITH FINAL GRADE, VALVE BOX ITSELF WILL HAVE TO BE ADJUSTED TO GRADE). ANY VALVE BOX TO BE RAISED LESS THAN 3" WILL NEED THE VALVE BOX ITSELF ADJUSTED TO GRADE WITHOUT RISER.
22. RESTRIPE ALL EXISTING ROADWAY MARKINGS AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED. WITH THE EXCEPTION OF PEACHTREE CITY STREETS, EXISTING CROSSWALKS SHALL BE STRIPED IN ACCORDANCE WITH CROSSWALK DETAIL ON CONSTRUCTION DETAIL T-11A. RESTRIPE ALL EXISTING ROADWAY MARKINGS ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION. RESTRIPE OR PAINT (WHERE NOT EXISTING) STOP BARS AT ALL PAVED SIDE ROADS AND STREETS. REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN THE PLANS FOR LOCATING EDGE LINES.
23. TEMPORARY STRIPING IS REQUIRED IN ACCORDANCE WITH SECTION 150.2.08 AND 150.3.10 OF THE GEORGIA SPECIFICATIONS. PLACEMENT OF PERMANENT PAVEMENT MARKINGS SHALL NOT BEGIN UNTIL FINAL SURFACE COURSE HAS BEEN COMPLETED FOR FIFTEEN (15) CALENDAR DAYS.
24. RESTRIPE OR STRIPE (WHERE NOT EXISTING) CROSSWALKS AT ALL LOCATIONS OF CURB CUT (WHEELCHAIR) RAMPS IN ACCORDANCE WITH STRIPING DETAILS AS SHOWN IN THE PLANS.
25. REHABILITATE THE EARTH SHOULDERS IN ACCORDANCE WITH DETAILS AND NOTES IN THE PLANS. THE FILLING SHALL INCLUDE GRADING, FURNISHING AND PLACEMENT OF BORROW MATERIAL. FILLING WORK SHALL BE PERFORMED AND PAID FOR IN ACCORDANCE WITH SECTION 210 OF THE SPECIFICATIONS EXCEPT AS NOTED IN DETAILS.
26. COMPLETE EARTH SHOULDER FILLING WORK WITHIN THIRTY (30) CALENDAR DAYS, AFTER COMPLETION OF RESURFACING ROADWAY. FAILURE TO COMPLETE EARTH SHOULDER FILLING WORK WITHIN THIS TIME FRAME WILL RESULT IN LIQUIDATED DAMAGES ASSESSED IN ACCORDANCE WITH SECTION 108.08 OF THE SPECIFICATIONS.

GENERAL NOTES (CONTINUED)

27. PROPERLY INSTALL EROSION CONTROL DEVICES AT ALL AREAS OF EARTH SHOULDER FILLING WORK. EROSION CONTROL SHALL BE PERFORMED AND PAID FOR IN ACCORDANCE WITH SECTION 161 OF THE SPECIFICATIONS.
28. GRASS ALL AREAS OF EARTH SHOULDER FILLING. GRASSING SHALL BE PERFORMED AND PAID FOR IN ACCORDANCE WITH SECTION 700 OF THE SPECIFICATIONS.
29. ALL BORROW AND WASTE SITES FOR THIS PROJECT SHALL BE ENVIRONMENTALLY APPROVED PRIOR TO CONSTRUCTION ACTIVITIES OCCURRING IN THEM. ALL COMMON FILL OR EXCESS MATERIAL DISPOSED OUTSIDE THE PROJECT RIGHT OF WAY SHALL BE PLACED IN EITHER A PERMITTED SOLID WASTE FACILITY, A PERMITTED INERT WASTE LANDFILL OR IN AN ENGINEERED FILL. SEE SECTION 201 OF THE STANDARD SPECIFICATION AND SUPPLEMENTS THERETO FOR ADDITIONAL INFORMATION.
30. WHEN ESAs ARE SHOWN ON THE PLANS, ENSURE THAT ALL CONSTRUCTION RELATED ACTIVITIES IN PLACES ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS (ESAs) (EASEMENTS, STAGING, VEHICULAR USE, BORROW OR WASTE ACTIVITIES, CONSTRUCTION TRAILER PLACEMENT AND STAGING) BE RESTRICTED TO THE EXISTING RIGHT-OF-WAY.
31. THERE ARE NO ADDITIONAL ENVIRONMENTAL RESOURCE IMPACTS INCLUDED IN THIS PROJECT.
32. THIS PROJECT DOES NOT REQUIRE A NOI.
33. CONTRACTOR TO SEE THE CONTACTS IN THE SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTEREST FOR COORDINATION AND RIGHT OF ENTRY PROCESS. THE RIGHT OF ENTRY PROCESS GENERALLY TAKES FOUR TO SIX WEEKS.
34. NOTIFY UTILITY COMPANIES A MINIMUM SIXTY (60) DAYS IN ADVANCE OF ANY PROPOSED WORK IN ORDER FOR UTILITY COMPANIES TO BEGIN CLEARING CONFLICTS WITH SCHEDULED WORK. MILLING AROUND MANHOLES AND VALVES WILL BE ALLOWED IN ORDER TO MEET THE CONTRACT COMPLETION DATES, THESE AREAS SHALL BE COVERED WITH THE FINAL SURFACE COURSE THE SAME AT NO ADDITIONAL COST TO THE COUNTY.
35. NOTE ON NEW HOPE ROAD AT 33.5109853, -84.4876740 THERE IS A MAJOR SUPPLY GAS LINE CROSSING NEAR THE OVERHEAD TRANSMISSION CROSSING (NOTED WITH STAKES). USE CAUTION IN THIS AREA. MINIMIZE VIBRATORY COMPACTOR EFFORTS (PIPELINE RUNS FROM SOUTH TO NORTH).

GENERAL NOTES (CONTINUED)

36. ALL TESTING IS TO MEET THE REQUIREMENTS OUTLINED IN THE GDOT SAMPLING, TESTING, AND INSPECTION GUIDE. THE SPONSOR IS TO SUBMIT FORM OM-LAP-1V8, FEDERAL-AID LOCAL LET PROJECTS MATERIALS QUALITY ASSURANCE, REVISED AUGUST 31, 2017, TO THE GDOT OFFICE OF MATERIALS PRIOR TO START OF CONSTRUCTION. THE SPONSOR IS RESPONSIBLE FOR THE QUALITY ASSURANCE TESTING USUALLY THROUGH USE OF A CONSULTING FIRM QUALIFIED IN AREA CLASSES 604A AND 604B. GDOT WILL PERFORM THE INDEPENDENT ASSURANCE TESTING BASED ON THE SPECIFIC CERTIFIED TESTERS IDENTIFIED ON THE FORM OM-LAP-1V8. THE CONTRACTOR IS RESPONSIBLE FOR ASPHALT MIXTURE ACCEPTANCE TESTING AT THE PLANT AND VERIFICATION TESTING FOR COMPACTION RESULTS FROM THE ROADWAY. SEE GDOT LOCAL ADMINISTERED PROJECTS MANUAL, CHAPTER 11 AND APPENDIX G, FOR SPECIFIC REQUIREMENTS.
37. CONTRACTOR SHALL USE SUPPLIERS ON THE APPROPRIATE GDOT QUALIFIED PRODUCTS LIST.



**Know what's below.
Call before you dig.**

Name	Facility Type
ATLANTA GAS LIGHT CLAYTON - AGL108	Gas
ATT / D - BSCA	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
GEORGIA POWER - GP133	Electric

New Hope Road – City Limits to SR 92

Name	Facility Type
ATLANTA GAS LIGHT CLAYTON - AGL108	Gas
ATT / D - BSCA	Telecommunication
CHARTER COMMUNICATIONS - CHTR01	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
CITY OF FAYETTEVILLE - FAY50	Water
CITY OF FAYETTEVILLE - FAY51	Sewer
GEORGIA DEPARTMENT OF TRANSPORTATION - GADOT3	Traffic - Electric
GEORGIA DEPARTMENT OF TRANSPORTATION - GADOT9	Traffic - Telecommunication
GEORGIA POWER - GP132	Electric
VERIZON BUSINESS (MCI FACILITIES) - MCI01	Telecommunication
SOUTHERN NATURAL GAS- ATLANTA(Riverdale/Thomast...	Gas
TRANSCONTINENTAL PIPELINE - TPL70	Gas
ZAYO FIBER SOLUTIONS - ZAYO	Telecommunication

Banks Road – SR 85 to SR 54

Name	Facility Type
ATLANTA GAS LIGHT CLAYTON - AGL108	Gas
ATT / D - BSCA	Telecommunication
CHARTER COMMUNICATIONS - CHTR01	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
CITY OF FAYETTEVILLE - FAY50	Water
CITY OF FAYETTEVILLE - FAY51	Sewer
GEORGIA DEPARTMENT OF TRANSPORTATION - GADOT3	Traffic - Electric
GEORGIA DEPARTMENT OF TRANSPORTATION - GADOT9	Traffic - Telecommunication
VERIZON BUSINESS (MCI FACILITIES) - MCI01	Telecommunication

Kelly Drive/Kelly Green – SR 74 to Planterra (Terrane Ridge in field on signage)

Name	Facility Type
ATLANTA GAS LIGHT NEWNAN - AGL121	Gas
ATT / D - BSCA	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
GEORGIA DEPARTMENT OF TRANSPORTATION - GADOT3	Traffic - Electric
GEORGIA POWER - GP133	Electric
HC CABLE OPCO, LLC DBA NULINK - HCCABL	Telecommunication
PEACHTREE CITY WATER, SEWER AUTH - PCH07	Sewer

McIntosh Trail – Peachtree Parkway to Robinson Road

Name	Facility Type
ATLANTA GAS LIGHT NEWNAN - AGL121	Gas
ATT / D - BSCA	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
HC CABLE OPCO, LLC DBA NULINK - HCCABL	Telecommunication
PEACHTREE CITY WATER, SEWER AUTH - PCH07	Sewer

Ebenezer Road – Robinson Road to City Limits

Name	Facility Type
ATLANTA GAS LIGHT CLAYTON - AGL108	Gas
ATLANTA GAS LIGHT NEWNAN - AGL121	Gas
ATT / D - BSCA	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
HC CABLE OPCO, LLC DBA NULINK - HCCABL	Telecommunication
PEACHTREE CITY WATER, SEWER AUTH - PCH07	Sewer

Dogwood Trail – Senoia Road to Farr Road

Name	Facility Type
ATLANTA GAS LIGHT CLAYTON - AGL108	Gas
ATLANTA GAS LIGHT NEWNAN - AGL121	Gas
ATT / D - BSCA	Telecommunication
COMCAST - CMAFAY	Telecommunication
COWETA FAYETTE EMC - COW71	Electric
FAYETTE COUNTY WATER SYSTEM - FAY01	Water
GEORGIA DEPARTMENT OF TRANSPORTATION - GADOT3	Traffic - Electric
HC CABLE OPCO, LLC DBA NULINK - HCCABL	Telecommunication
VERIZON BUSINESS (MCI FACILITIES) - MCI01	Telecommunication
ZAYO FIBER SOLUTIONS - ZAYO	Telecommunication

EROSION CONTROL PLAN
FOR MAINTENANCERESURFACING PROJECTS

This plan has been established to identify the proper procedure and techniques to be utilized during land disturbing activities associated with roadway maintenance projects. Erosion and sediment loss will be minimized by limiting land disturbing activities to less than one (1) acre of exposed material at a given time and providing immediate stabilization. This stabilization is accomplished by a best management practice that requires a hydroseeding application, which includes a mixture of bonded fiber matrix, Polyacrylamide (PAM), grass seed, lime and fertilizer. The implementation of this BMP provides both a temporary and permanent stabilization. This method along with proper installation has proven successful in reducing sediment loss. The hydroseeding application is listed as a Type II Wood Fiber Blanket within the contract.

By Federal Highway definition, the shoulder area serves as part of the roadway by providing a safe recoverable area for errant motorists. Additionally, the shoulder provides a drainage area which allows water to sheet flow away from the roadway surface as standing water can potentially present a hazard to motorist. The contractor is required to provide a Level 1A certified Worksite Erosion Control Supervisor (WECS) who shall be onsite at all times during land disturbing activities. State waters may or may not be identified in these contracts. This certified individual shall be able to identify these waters and use sound conservation and engineering practices, along with safe and effective changes to operation, in order to reduce and minimize erosion and impact to these waters and surrounding environment. Extreme caution shall be used while filling adjacent to or perpendicular to a live stream and/or culverts. The contractor shall immediately apply the Type II Wood Blanket for permanent stabilization in these areas. The contractor shall also use sound judgment when scheduling work during or with the threat of any inclement weather. In the event of rain, a Type I Wood Fiber Blanket (mat) shall be utilized as permanent stabilization in case of this type emergency. The Type II Wood Fiber Blanket referenced above requires a 24 hour drying time after application and shall not be applied to saturated soil.

The initial cutting of shoulder build up prior to the roadway resurfacing operation will be kept to a minimum and excess material shall be removed daily without disturbance to remaining vegetation. The filling operation associated with replacing a safe shoulder transition within these type projects should not disturb any existing natural vegetation which is allowed to remain in place. This operation shall be kept to a limit of less than one (1) acre of exposed soil. Permanent stabilization must be installed as soon as practical and once the areas have been permanently stabilized with the required hydroseeding application the contractor may continue. **At the end of each day, the WECS shall ensure a continuous, 100 percent coverage of the bonded fiber matrix application has been applied to all exposed areas. At the beginning of each work day, the contractor shall review previously installed stabilization measures for the entire project and repair any damaged or deficient areas prior to initiating additional land disturbing activities.**

Fill areas and contractors equipment shall not encroach on natural watercourses, waters of the State, or adjoining property. Equipment must cross streams by the means of an existing roadway culverts and bridges. Refueling or routine servicing of equipment shall not be performed within 200 foot of any state water or natural water course. The contractor shall also be responsible for stabilization of equipment staging areas and areas utilized for loading and off-loading of equipment. These areas will be included into the total disturbance allowed. The contractor shall be responsible for obtaining permission from the property owner if these staging areas are outside the State rights-of-way.

Regardless, these areas should be kept to a minimum and the WECS shall ensure proper daily stabilization.

For projects that include shoulder paving, the operation shall be performed as follows: milling type equipment shall be used to trench the existing shoulder; waste material shall be discharged directly into trucks and removed from the shoulder and roadway and properly disposed of in accordance with all local, state and federal regulations. Shoulder paving material shall be placed into the open trench to the level of the adjoining pavement in the same working day.

The following GDOT special provisions and specification sections relate specifically to maintenance resurfacing projects. This detail is intended to serve as a reduced erosion control plan for these type projects and to serve as a map to the specifications should further information be required.

Section 161, Control of Soil Erosion and Sedimentation

- A) As stated in section 161.3.05.I, General Requirements; no more than 1 acre of exposed earth shall be allowed at any time.
- B) Wood Fiber Blanket, Type II is required daily for permanent stabilization.
- C) In case of a rain event, Wood Fiber Blanket, Type I, will be installed and is for emergency use only.

Section 700, Grassing

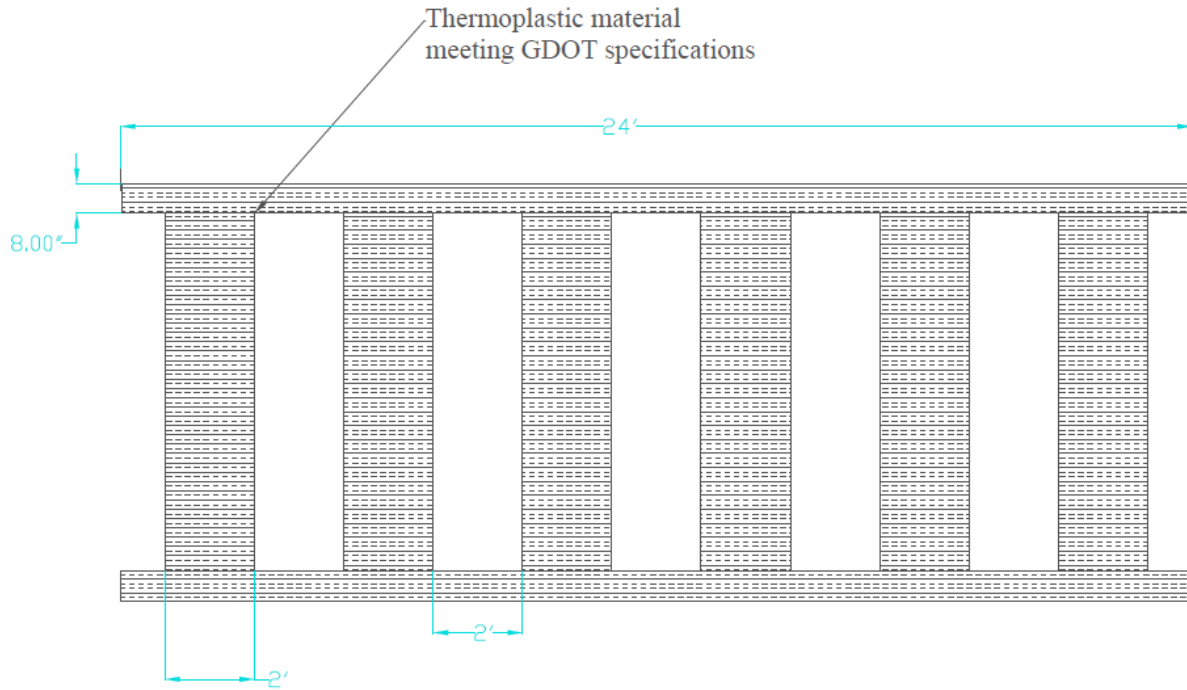
As stated in section 700.3.05 D.1.A, applying Agricultural Lime and fertilizer Mixed Gade shall be applied as noted.

Section 713, Organic and Synthetic Material Fiber Blanket

- A) Section 713.1.01 defines the Wood Fiber Blanket, Type II and the 100 percent coverage requirement.
- B) The bonded fiber matrix is applied at a rate of 3000 lbs per acre as stated in section 713.2.D

The Special Provision (Construction Details for Resurfacing and Shoulder Widening Projects) should be referred to for Maintenance resurfacing projects which include shoulder extension paving which states that trenching consists of the removal, satisfactory disposal, and replacement of existing shoulder material. This operation is required to be completed to the level of existing pavement in the same working day.

***Multi-Use Path Crossing Striping Detail for Peachtree City Roads**



Multi-Use Path Crossing
Striping Detail

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

First Use 2021 Specifications: April 16, 2021

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them. Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department. If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

Prime contractors must maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years after Contract Final Acceptance. These records shall be made available for inspection upon request by any authorized representative of the Georgia Department of Transportation or USDOT.

All subcontract agreements shall contain this requirement.

DEPARTMENT OF TRANSPORTATION**STATE OF GEORGIA**

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS**BUY AMERICA**

November 18, 2022

All iron, steel, coatings and construction materials permanently incorporated into this project must be produced in the United States of America.

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

However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

Construction materials shall include an article, material, or supply that is or consists primarily of:

- of non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

Construction materials do not include iron and steel; manufactured products; cement and cementitious materials; aggregate such as stone, sand, or gravel; or aggregate binding agents or additives.

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

CONVICT PRODUCED MATERIALS

April 16, 2021

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

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

First Use Date: January 1, 2007

Revised: March 26, 2008

March 5, 2009

September 30, 2009

August 6, 2012

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Utility Conflicts

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

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

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

Information concerning utility facilities known to exist within the project limits, including the list of owners, is available for reference.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The Department is required to give the utility at least 60 days written notice directing the removal, relocation, or adjustment and the utility owner is required to begin work within the time specified in the utility's work plan or revised work plan.

Upon request, copies of all approved Work Plans submitted by utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office. Utility Adjustment Schedules, when submitted to the Department by the utilities, will be made available to the Contractor after the Notice to Contractors has been posted by the Office of Construction Bidding Administration. The Contractor is responsible for considering in its bid all existing and proposed utility locations and the removals, relocations, and adjustments specified in the Utility's Work Plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of this Project may be liable to the Contractor for damages or delay costs resulting from the Utility Owner's failure to clear conflicts

within the time specified in the approved Utility Work Plan. If the Utility Owner is unable to submit and obtain Department approval of a revised Work Plan or fails to complete the removal, relocation, or adjustment of its facilities in accordance with the approved Work Plan, the Utility Owner may be liable to the Department, or the Contractor, for damages or delay costs.

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

In any case in which the Contractor believes that it will be entitled to damages or delay costs from the Utility Owner in accordance with O.C.G.A. 32-6-171, the Contractor shall provide written notice to the Utility Owner and the Department within ten (10) days from the time of the dispute or potential dispute is identified. The Contractor shall follow the Procedures for Utility Damages or Delay Costs outlined in the latest edition of The Utility Accommodation Policy and Standards Manual. Failure to follow the above will result in waiver of the Contractor's claim against the Utility Owner for damages or delay costs.

In accordance with Subsection 107.21.G delays by utilities will continue to be considered by the Department in charging Contract Time. For purposes of applying provisions of this paragraph, railroads and the Metropolitan Atlanta Rapid Transit Authority (MARTA) are considered utilities.

Office of Utilities

Date: 10-31-23

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PI No. 0017812, Fayette County

CSX Transportation, Inc.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Maintenance Resurfacing project on Kelly Drive between SR 54 and Dividend Drive in Fayette County, Georgia should pave up to 6.25 feet from the centerline of track for asphalt railroad crossing surfaces or pave up to the railroad precast panels for railroad precast panel surfaces as per GA STD 9021A. The work will require construction activities within the right of way of the railroad at Railroad Inventory No. 639469H, Railroad Milepost No. ANB0828.430. The average train movement through this area is approximately 9 trains per day at typical speeds of 55 mph. There are no passenger trains at this location.

1. AUTHORITY OF RAILROAD ENGINEER AND HIGHWAY ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic and facilities including the adequacy of the foundations and structures supporting the railroad tracks and the necessity for flagging during construction.

The authorized representative of the Chief Engineer, hereinafter referred to as the Highway Engineer, shall have authority over all other matters as prescribed herein and in the Department’s Standard Specifications, current edition at the time of the project let date.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad right-of-way until it has complied with the following conditions:

- (1) Given the Railroad written notice, with copy to Fayette County, at the addresses shown below and to the County Engineer who has been designated to be in charge of the work, at least 30 days in advance of the date proposed to begin work on Railroad right-of-way. If flagging is required, it may take up to 30 days to obtain flagging from the Railroad and no work shall be undertaken until flagging is present at the job site.

Notice to:
Victoria Matts, Project Manager
STV, Inc.

Copy to:
County Engineer
Attn: Courtney Hassenzahl

Consultant for CSX Transportation, Inc.
5200 Belford Road, Suite 400
Jacksonville, FL 32256
Office: 904-383-3919
Cell: 904-651-0902
Victoria.Matts@stvinc.com

140 Stonewall Ave West, Suite 203
Fayetteville, Georgia 30214

AND

Kelly Wisely
STV, Consultant for CSX Transportation, Inc.
5200 Belford Road
Jacksonville, FL 32256
904-253-6234
Kelly.Wisely@stvinc.com

- (2) Obtained written authorization from the Railroad to begin work on Railroad right-of-way. Such authorization may include an outline of specific and general conditions with which the Contractor must comply, including but not limited to obtaining a Right of Entry.
- (3) Obtained written approval from the Railroad of railroad protective and general liability insurance coverage as required by paragraph 11 herein.
- (4) Furnished a schedule for all work within the Railroad right-of-way as required by paragraph 6 B
 - (1) herein.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS AND PROPERTY:

- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, and communication services, or damage to the facilities or property of the Railroad or tenants on the right-of-way of the Railroad. Whenever work is liable to affect such operations, safety, facilities, or property, the method of doing such work shall first be submitted to the Railroad Engineer for review and approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging and inspection by the Railroad shall be deferred by the Contractor until the flagging and inspection required by the Railroad is available at the job site.

- B. Whenever work within Railroad right-of-way is of such a nature that impediment to Railroad operations such as use of runaround or detour tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.

- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations, facilities, and property of the Railroad, the Contractor shall make such provisions. If in the judgement of the Railroad Engineer, or in his absence, the County Engineer, such provision is insufficient, either may require or make such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or Fayette County.

4. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad right-of-way, or property, shall be:

- (1) Subject to the inspection and approval of the Railroad, which may include site visits to verify that milling did take place and the vertical overhead clearance was not reduced due to the paving work.

- (2) In accord with the Railroad's most current version prior to project let date of *Public Project Information For Construction and Improvement Projects That May Involve the Railroad* and additional written outline of specific conditions if provided by the Railroad.

- (3) In accord with the Railroad's general rules, regulations, and requirements including those relating to safety, fall protection, and personal protective equipment. Safety guidelines are given in paragraph 10 herein.

(4) In accord with this special provision and Railroad Special Provision.

B. Track Clearances:

The minimum track clearances to be maintained by the Contractor during construction are shown on the highway project plans and included in project special provisions or other contract documents. Clearances less than these will not be permitted unless specifically authorized by the Railroad Engineer. If minimum clearances are not stated in project plans and or contract documents, then such clearances shall be specified by the Railroad Engineer.

C. Temporary Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10 feet from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if the existing section is substandard, in which case the existing section will be maintained.

D. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits for construction of bridges, walls, footings, drainage pipes or structures under or adjacent to tracks, and any other structures or construction, including the driving of piles or sheeting, adjacent to tracks to provide adequate lateral and vertical support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for excavation and shoring, shall first be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. Before submission of plans to the Railroad Engineer for approval, such plans shall first be reviewed by Fayette County. Shoring plans submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.

E. Demolition, Erection, Hoisting:

- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.
- (2) The contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal

locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.

- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- (8) The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans, and calculations shall first be approved by the County Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

F. Blasting:

- (1) The Contractor shall obtain advance approval from the Railroad Engineer and the County Engineer for use of explosives on or adjacent to Railroad right-of-way. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

- (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging the Railroad may require.
 - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains. Correction of any track misalignment or other damage to Railroad property resulting from the blasting shall be done as directed by the Railroad's authorized representative at the Contractor's expense. If its actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - (e) Storage of explosives on Railroad property will not be permitted.
 - (f) Furnish satisfactory evidence of XCU (explosion-collapse-underground damage) insurance coverage.
- (2) The Railroad Representative will:
- (a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
 - (b) Have the authority to order discontinuance of blasting if, in its opinion, blasting is too hazardous or is not in accord with this special provision.
- (3) Other Requirements:

Each Railroad has its own requirements for blasting which may include provisions in addition to the above. It is the contractor's responsibility to contact the Railroad before performing any blasting and determine and comply with these requirements. The Contractor shall handle all matters relating to blasting with the Railroad and pay for all costs involved.

G. Maintenance and Repair of Railroad Facilities:

- (1) The Contractor will maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations and provide and maintain any erosion control measures as required by Highway Project plans and contract documents. The Contractor will promptly repair eroded areas within Railroad right-of-way.
- (2) The Contractor will also repair, or cause to be repaired, any other damage to the property or facilities of the Railroad or its tenants.
- (3) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

H. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked unattended near the track or on the Railroad right-of-way shall be effectively immobilized so that it cannot be moved by unauthorized persons. Safety guidelines are given in paragraph 10 herein.

I. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad right-of-way, all machinery, equipment, surplus materials, falsework, temporary erosion measures, rubbish or temporary buildings of the Contractor, and leave said right-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

5. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to its work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

6. FLAGGING SERVICES:

A. When Required

Under the terms of the agreement between Fayette County and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations and facilities. In general, the requirements for flagging will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or within distances as may be specified by Railroad's authorized representative, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. These requirements include situations where a crane, or other piece of equipment, is located such that its boom, or extremity, could move and pass within 20 feet of the centerline of a track or within a distance as may otherwise be specified by Railroad's authorized representative. Safety guidelines are given in paragraph 10 herein. **Normally the Railroad will assign one flagman to a project, based on an 8 hour workday and 40 hour workweek, but in some cases more than one may be necessary.**

B. Scheduling and Notification

- (1) Not later than the time that approval is initially requested to begin work on Railroad right-of way, Contractor shall furnish to the Railroad and Fayette County a schedule for all work required to complete the portion of the project within Railroad right-of-way.
- (2) The Contractor will be required to give the Railroad representative at least 30 days of advance notice of intent to begin work within Railroad right-of-way in accordance with paragraph 2.A.(1) of this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the County Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the County Engineer. If flagging is required, no work shall be undertaken until the flagman is, or flagmen are,

present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain flagging from the Railroad. Due to Railroad practices, in some cases it may be necessary to give 6 days notice before flagging service may be discontinued and payment stopped.

- (3) If, after the flagman is assigned to the project site, unusual circumstances or conditions arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs incurred by the Contractor resulting from such delays shall be the sole responsibility of the Contractor.

C. Payment

- (1) **The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall not delegate this responsibility to any subcontractor or any other party.** Fayette County will not reimburse the Railroad for any costs of the flagging which is required by the Contractor's work. The cost of flagging service is approximately **\$162.50** per hour or **\$1300.00** per day based on an 8-hour work day and 40-hour work week. This cost includes the base pay for the flagman, overhead, and generally includes travel expenses, meals, lodging, equipment, etc. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.

Work by a flagman in excess of 8 hours per day and 40 hours per week may result in overtime pay at 1 ½ time the appropriate rate. Also, certain unusual conditions may arise which may result in overtime pay at 2 times the appropriate rate. Railroad work involved in preparing and handling bills may also be charged to the Contractor. Charges to the Contractor by the Railroad shall be in accordance with Federal-Aid Highway billing procedures and requirements as contained in applicable provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, and shall further be on the same basis as Fayette County would be billed by the Railroad if Fayette County was paying for the charges.

- (2) Option 1: The Contractor shall make advance deposit of funds based on estimate of the cost of protective flagging or other services as determined by the Railroad. The cost for Railroad services shall then be assessed by the Railroad against this advanced deposit. Upon completion of the Project, any unused funding will be returned to the Contractor. If the Railroad's cost exceeds the advance deposit(s), a request will be made to the Contractor for additional funds or an invoice will be issued to the Contractor for final payment. The Contractor shall remit payment to the Railroad within thirty (30) days of receipt of either a request for additional funds or an invoice.
- (3) Option 2: The contractor will be billed for flagging services on a periodic basis directly by the Railroad. The Contractor will promptly pay such bills within 30 days after each bill is rendered. Should the Contractor fail to pay the Railroad within 60 days after any bill is rendered, Fayette County may pay directly to the railroad any amounts due and deduct the amount of such payments from any funds due the contractor. This provision does not affect the obligation of the Contractor under his bond or the rights of the Railroad or Fayette County under the bond.

D. Verification

- (1) The Contractor will review and sign the Railroad flagman's semi-monthly time sheet, or other similar documentation, attesting that the flagman was present during the time recorded.
- (2) The Railroad flagman assigned to the project will be responsible for notifying the County Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The County Engineer will document such notification in the project records. When requested, the County Engineer will also sign the flagman's time sheets showing daily time spent at the project site.

7. TRANSPORTING MATERIALS AND EQUIPMENT ACROSS TRACKS:

Any existing or temporary grade crossings, work mats, or other means needed during construction by the Contractor for transporting materials of any nature or equipment across railroad tracks or property of Railroad will be the responsibility of the Contractor to handle directly with the Railroad and to make all necessary arrangements and to obtain all required approvals. The Contractor may be required to execute a written agreement with the Railroad to cover such matters and appropriate time should be allowed for the preparation and handling of such agreement.

The Contractor will be required to bear all costs incidental to such matters including but not limited to watching and flagging services by Railroad personnel, Right of Entry Agreements or Private Crossing Agreement. Agreement extensions may require additional payment. Safety guidelines are given in paragraph 10 herein.

8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between Fayette County and the Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by Fayette County and the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then it shall make separate arrangements with the Railroad for same to be accomplished, including any required flagging service, at the Contractor's expense.

9. COOPERATION AND DELAYS

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claims of the Contractor against either Fayette County or the Railroad will be allowed for hindrance or delay on account of railway traffic, any work performed or to be performed by the Railroad, or other delay incident to or necessary for safe maintenance of railway traffic and facilities, or for any delays due to compliance with this special provision.

10. SAFETY GUIDELINES:

A. Guidelines for Personnel on Railroad Right-of-Way

- (1) All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or

boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

- (2) No one is allowed within 25 feet of the centerline of track without specific authorization from the flagman.
- (3) All persons working near track while train is passing are to look out for dragging bands, chains and protruding or shifted cargo.
- (4) No one is allowed to cross tracks without specific authorization from flagman.
- (5) All welders and cutting torches working within 25 feet of the track must stop when train is passing.
- (6) No steel tape or chain will be allowed to cross or touch rails without permission.

B. Guidelines for Equipment on Railroad Right-of-Way

- (1) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 feet of the centerline of track without specific permission from railroad official and flagman.
- (2) No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- (3) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (4) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (5) Swinging loads must be secured to prevent movement while train is passing.
- (6) No loads will be suspended above a moving train.
- (7) No equipment will be allowed within 25 feet of centerline of track without specific authorization of the flagman.
- (8) Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.

- (9) No equipment or load movement within 25 feet or above a standing train or railroad equipment without specific authorization of flagman.
- (10) All operating equipment within 25 feet of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (11) All equipment, loads, and cables are prohibited from touching rails.
- (12) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (13) No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- (14) All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (15) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

11. INSURANCE:

See Exhibit A attached.

12. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of this special provision:

- (1) The Railroad Engineer may require that the Contractor vacate Railroad right-of-way.
- (2) The County Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the County Engineer.

13. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

Office of Maintenance

EXHIBIT A

INSURANCE REQUIREMENTS

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

Insurance Policies

Contractor, if and to the extent that either is performing work on or about CSX's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSX and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSX as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/ or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.

- d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion – IL 0021
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement (iv) Quick Reference or Index – CL/IL 240 g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A “Common Policy Conditions” Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better
 6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
 7. Such additional or different insurance as CSX may require.

B. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

Victoria Matts & James Schonk
 STV
Victoria.Matts@stvinc.com
Kelly.Wisely@stvinc.com

With paper copy to:

County Engineer
 Attn: Courtney
 Hassenzahl
 140 Stonewall Ave West, Suite 203
 Fayetteville, Georgia 30214

2. Neither Agency nor its Designee may begin work on or about CSX property until written approval of the required insurance has been received from CSX or CSX’s Insurance Compliance vendor, Ebix.



Mr. Todd Allton 1590 Marietta Blvd NW Atlanta, GA
30318
Office: (904) 588-8861

To:
From: Public Projects Department, CSX Transportation, Inc.

Subject: Applications for Right-of-Entry Agreement to Property of CSX Transportation, Inc.

Attached is the necessary form and instructions for preparing your application to obtain permission to access Property of CSX Transportation, Inc. (CSXT) for Public Improvement projects. Entry for environmental, large equipment movement, soil borings, surveys, inspections, non-construction investigations or wireline/pipeline access should be redirected to: <https://www.csx.com/index.cfm/customers/value-added-services/property-real-estate/permitting-utility-wireless-infrastructure-installations-and-rights-of-entry/>

In order to expedite the timely processing and ultimate execution of your request, please provide the following (instructions attached for each):

1. One signed original application form.
2. One copy of the work description statement.
3. One letter size print or sketch depicting location of project. Additional plans may be submitted for clarification, if necessary.

All Right-of-Entry applications and drawings should be sent to:

E- mail (Preferred Method)

- Todd.Allton@csx.com
- Victoria.Matts@stvinc.com
- Janae.hudgins@stvinc.com

**Or
Mail**

CSX Public Projects C/O STV
5200 Belfort Road, Suite 400
Jacksonville, FL 32256
Attn.: Victoria Matts/Kelly Wisely

Questions concerning technical aspects of the project and/or the application and agreement process should be directed to Victoria.matts@stvinc.com & Janae.hudgins@stvinc.com

When the completed application documents as outlined above are received, the proposed agreement will be sent to you in approximately 14 days (provided the application is

approved). Incomplete applications or drawings will be returned to the applicant and not handled until the correct information is received.

NO VERBAL AUTHORIZATION IS VALID TO WORK ON CSXT PROPERTY. FULLY EXECUTED AGREEMENTS, INSURANCE APPROVALS BY CSX, ADVANCED PAYMENT, AND ROADMASTER NOTIFICATION ARE REQUIRED PRIOR TO ANY ENTRY ON CSXT PROPERTY, OR WORK BEING PERFORMED.

If the work involves excavation, or other similar work requiring penetration below land surface, notification must be made to the state's or locality's one-call system and to CSXT's signal supervisor.

CSX Right-of-Entry Application Package

Instructions for Preparing Application Form

- “Project Owner Information” and “Project Information” sections must be filled out completely.
- The agreement will be prepared in the name of the Project Owner. It is important to provide the complete Legal Name of the entity as well as its state of incorporation.
- Check the appropriate space to designate where the agreement should be mailed. If none or both are checked, the agreement will be mailed only to the Project Owner.
- **REQUIRED:** Provide the estimated distance to/from the nearest road crossing or milepost. Identify the road crossing by its CSXT Railroad Milepost number (including prefix, i.e. QC 292.83) and/or DOT/AAR number. The DOT/AAR number is a specific number assigned to each road crossing CSXT tracks and should be posted at or near the crossing (usually on a pole or signal mast). It is usually a rectangular blue sign with white numbers/letters and will consist of 6 numbers followed by one letter (Example: 630 543 P). In lieu of the DOT number, an exact Latitude and Longitude may be provided to aid in finding the project location in the railroad’s maps and files.
- Please remember to date and sign the application form.

Instructions for Preparing Proposed Work Description

Prepare a brief description of the proposed work (not to exceed three pages), providing sufficient information to justify the need to access CSXT property. The information shall include:

- the proposed start date and expected duration of the project;
- a description of the proposed work identifying the nature and location of any item or structure to be installed on CSXT property (e.g., culverts, monuments, ditches);
- Types of equipment to be used onsite (drill rigs, backhoe, excavator, etc.);
- Methods of restoring right-of-way if disturbed by work.

Please be aware that the Agreement will be strictly limited to the scope of services as defined in your work description. If, at any time, it becomes necessary to modify the scope of service, you must request a modification in writing and obtain a supplemental Agreement prior to performing the work.

Flagging Requirements

If required for your work, a CSXT flagman will be provided at the entire cost and expense of the work’s owner and/or the applicant for the duration of the project. This protection cannot be provided by any personnel other than an authorized CSXT employee. CSXT will make the sole determination as to whether flagging protection is required based on the work to be performed. CSXT flagging costs are approximately \$1,300.00 per day. While CSXT cannot guarantee the availability of flagmen at all requested times, every accommodation will be extended to the Contractor when forces are available.

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT’s property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. **The policy shall include endorsement ISO CG 24 17** evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker’s Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
 - c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

- (i) Broad Form Nuclear Exclusion - IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A “Common Policy Conditions” Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above. (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Victoria.matts@stvinc.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Payment of CSXT’s Costs and Expenses

Key Points and Procedures

- For non-State agencies, Right of Entry administrative costs and anticipated flagging services must be paid in advance of the proposed work.
- CSXT flagging expenses will be estimated during the preparation of the Right of Entry agreement. The estimated cost will be incorporated into the agreement. Advance payment is required to cover these expenses prior to the start of project work.
- If CSXT anticipates that actual expenses will exceed the advance payment, additional payment will be required. Project work may be stopped until additional payment is received.
- If CSXT’s actual expenses are less than the sum of any deposits the difference may be refunded after final cost accounting, in accordance with the ROE agreement.

Project sponsor shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Right of Entry.

Examples of Costs and Expenses associated with Right of Entry projects include:

- All out of pocket expenses
- Travel and lodging expenses
- Costs for equipment, tools, materials and supplies
- Sums paid to CSXT’s consultants and subcontractors
- CSXT labor in connection with the Project

PAYMENT INSTRUCTIONS

1. Following receipt of a completed application, a Force Account Estimate will be provided that will include a budget for administration and construction engineering services. It will also include any necessary flagging and administrative cost. Advance payment of the estimate amount, payable to CSX Transportation, Inc., shall be delivered to the below address along with a completed Schedule PA form that will be provided with the estimate.

CSX Transportation, Inc.

P. O. Box 530192 Atlanta, GA 30353-0192

Deliver a scanned copy of the check and Schedule PA Form to Victoria.Matts@stvinc.com & Kelly.Wisely@stvinc.com

for tracking purposes.

- a. Only a fully executed Right-of-Entry Agreement constitutes CSX approval of the project.
- b. Unused monies may be refunded following completion of the project.

Clear Form

CSX Right of Entry / Flagging Application					
Date:					
ALL FIELDS MARKED WITH AN ASTERISK (*) ARE REQUIRED FIELDS AND MUST BE COMPLETED					
SECTION 1: PROJECT INFORMATION					
Legal Name of Party Performing the Work (required)					
*Owner's Complete Legal Company Name					
*Legal Address (1)					
Legal Address (2)					
*City:	Billing Address	*State:		*Zip:	
*Business Type:					
State of Incorporation (If applicable)					
Check box if same as above	<input type="checkbox"/>	(Billing address should match agreement agency/sponsor signatory)			
Billing Address(1):					
Billing Address(2):					
City:		*State:		*Zip:	
Project Contact Information					
*Contact Name:		Contact Title:			
*Office Phone:		Cell Phone:			
*Email:		*24/7 Emergency Phone:			
<p>*Is this a time extension request or a request to add an additional location to an existing Right-of-Entry Agreement?</p> <p>If Yes, Provide Agreement # and/or date:</p>					
<p>*Is this project related to another transaction/project with CSX?</p> <p style="padding-left: 40px;">If Yes, Provide as much information as possible.</p>					

SECTION 3: PROJECT LOCATION/SCOPE/DESCRIPTION

Project Location

*City

* County:

*State:

In addition to the above location information, a minimum of one of the below references must be provided for processing.

Latitude:

Longitude:

DOT# RR Milepost:

***Nearest address:**

feet

(Direction) from DOT Road Crossing Number

Railroad Operations

*How close will the proposed activity be to the nearest railroad track?

*Will the proposed activity require crossing railroad track(s)

Project Description

*Please provide an accurate project description, scope of work, and a detailed drawing(s). Please also include the type of equipment that will be used.

*Proposed Project Start Date:

*Proposed Project Duration (Days):

*Will this work be performed at night and/or on weekends?

SECTION 4: AGREEMENT INFORMATION

*Upon submission of a completed Right-of-Entry application, a Right of Entry agreement and estimated cost for flagging will be sent to you upon CSX approval. Who will be the signatory on the Right of Entry agreement?

Name:

Sponsor & Title:

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**P.I. No.: 0017812
COUNTY: FAYETTE**

**Section 103 – Award and Execution of
Contract (120) Day Clause**

Delete paragraph one of Subsection 103.02 and substitute the following:

If a Contract is Awarded, it will be Awarded to the lowest reliable bidder whose Proposal shall have met all the prescribed requirements. The Contract will be Awarded, if at all, within 120 calendar days after the opening of the Proposals, unless a longer period is specified in the Proposal or the successful Bidder agrees in writing to a longer period for the Award.

First Use Date 2021 Specifications: April 16, 2021

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION
P.I. No.: 0017812
COUNTY: FAYETTE**

Construction Details for Resurfacing and Widening Projects

A. General

Perform patching, according to Plan details and the applicable portions of Section 400.

The provisions of Sections 104 and 105 apply when patching operations necessitate traffic control in construction areas.

B. Spot Patching and Replacement of Existing Base

1. Complete all removal and patching operations at any one site within the same day.
2. Hand spreading and compaction using mechanical tampers will be required in areas inaccessible to conventional equipment.
3. Patching is paid for according to the Plans and Proposal. Payment includes all removal and replacement work necessary to complete the Item.

C. Shoulders

No shoulder construction will be required on Projects that have no widening or new shoulder paving, except where additional shoulder work is shown on the Plans.

For Projects involving pavement widening or paved shoulder construction, the cost of trenching and shoulder construction or reconstruction of the existing shoulders is included in the overall bid submitted.

Ensure trenching and shoulder construction conforms to the following requirements:

I. Trenching consists of the removal, satisfactory disposal and replacement of existing shoulder materials. Ensure trench dimensions are according with Plan details.

Remove and dispose of all materials excavated from the trench widening operation. Excess material is to be disposed of at an approved soil disposal site. Compact subgrade under widening sections to 95% of the theoretical density as determined by GDT 7, GDT 67, or GDT 24.

2. Where trenching is necessary for widening or paved shoulder construction, complete all operations at any one site to the level of the existing pavement in the same working day.
3. Perform widening operations on only one side of the existing traveled roadway at a time within any one- half-mile (800 m) stretch.

D. Other Work

The Department reserves the right to perform, with its own forces, any maintenance or construction work as may be necessary on or near The Work covered by the Contract.

E. Enforcement

If the requirements of this Specification are not achieved, the Engineer will cease all Work being performed and may withhold any monies due, or which may become due until the above requirements have been met.

First Use Date: June, 2016
Revised: February 27, 2020

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 107 – Legal Regulations and Responsibility to the Public

Delete Section 107.23.G and substitute the following:

107.23 Environmental Considerations

G. Protection of Migratory Birds and Bats

The following conditions apply to construction, demolition, and maintenance activities on bridges and box culverts. These conditions are intended as a minimum to protect nesting migratory birds and roosting bats.

All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

1. General Information for Project Personnel

- a. The Contractor shall notify project personnel about the potential presence and appearance of federally protected migratory birds, including without limitation the barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), and eastern phoebe (*Sayornis phoebe*), and that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting these species in violation of the Migratory Bird Treaty Act of 1918. The law protects adults, fledglings, nestlings, eggs, and active nests. The Contractor shall notify project personnel about the potential presence and appearance of bats, all of which are protected under Georgia state law (Official Code of Georgia § 27-1-28).
- b. Prior to the commencement of work, the Contractor shall post detail sheets with photographs and information about these species in a conspicuous location in the project field office. The detail sheets shall be posted until such time that construction has been completed and time charges have stopped. If there is no project field office, the detail sheets shall be distributed directly to project personnel.

2. Bridges

- a. At least 30 calendar days prior to the start of construction activities, demolition activities, or maintenance activities on the underside of any bridges, the Contractor shall request the phone number and email address of the Animal and Plant Health Inspection Service (APHIS) Biologist from the GDOT Area Manager, and shall provide the APHIS Biologist with the following information via phone. Immediately following that phone call, the Contractor shall email this information to the APHIS Biologist and copy the GDOT Area Manager and GDOT

State Environmental Liaison at birdreport@dot.ga.gov.

- i. Date of call.
 - ii. GDOT Project Identification (PI) number.
 - iii. Number of bridges in project area that will be part of the Work.
 - iv. For each bridge:
 1. Bridge serial number.
 2. Expected start date of the activities.
 3. Expected completion date of the activities.
 4. If using a temporary detour and/or work bridge, expected start dates of construction and demolition.
- b. The APHIS Biologist will develop an action plan in coordination with the GDOT Area Manager that will address nest prevention and removal. The Contractor shall comply with the action plan. Per the action plan, the APHIS Biologist may conduct routine surveys and perform timely removal of inactive nests. An inactive nest is a nest that does not contain any eggs or nestlings.
- c. The Contractor shall afford the APHIS Biologist right-of-entry in order to access any bridge so that all nests can be inspected and inactive nests can be removed.
- d. The Contractor shall not utilize exclusionary barriers on any bridge due to the risk of entanglement and entrapment of birds.

3. Box Culverts

- a. The construction of box culvert extensions, or demolition or maintenance activities on any box culvert, shall take place outside of the breeding and nesting season of migratory birds, which begins April 1 and extends through August 31, unless exclusionary barriers are put in place to prevent birds from nesting. Exclusionary barriers consist of overlapping strips of flexible plastic (also called "PVC Strip Doors" or "Strip Curtains"). Due to the risk of entanglement, nets are not appropriate exclusionary barriers on a box culvert. Exclusionary barriers on any box culvert must be installed prior to March 15, but at no time between March 15 and August 31 unless the GDOT State Environmental Liaison provides written authorization.
- b. Prior to the installation of any exclusionary barriers, the Contractor shall notify the GDOT Area Manager and the GDOT State Environmental Liaison at birdreport@dot.ga.gov of the decision to install exclusionary barriers. This email shall include the following information:
 - i. GDOT Project Identification (PI) number.
 - ii. Number of box culverts in project area that will be part of the Work.
 - iii. Expected date of installation on each box culvert.
 - iv. Location of each exclusionary barrier installed (station and offset).
- c. For any box culvert being demolished, the Contractor shall install exclusionary barriers at both the inlet and outlet openings. For any box culvert being extended, demolished, or maintained, the Contractor shall install exclusionary barriers at the inlet or outlet opening where work will take place.
- d. While installed, exclusionary barriers shall be inspected by the Contractor at least twice each week for gaps or other defects that could impair their ability to exclude migratory birds from nesting in a box culvert. If any gaps or defects are identified, they shall be repaired immediately unless active nests are present in the box culvert. The Contractor shall ensure no birds or bats are entrapped within a box culvert while exclusionary barriers are installed on both the inlet and outlet of a box culvert.

4. Reporting Requirements

- a. In the instances listed below, the Contractor shall cease work (except for erosion control and traffic control) on the underside of the bridge or box culvert and notify the GDOT Area Manager as well as the GDOT State Environmental Liaison at 404-631-1817. Work shall not recommence until written authorization is received from the GDOT State Environmental Liaison if:

- i. migratory birds establish an active nest on a bridge or boxculvert,
 - ii. a migratory bird is harmed or injured,
 - iii. evidence of a significant bat colony is observed on a bridge or box culvert, such as a high number of bats (approximately 50 or more) or a large accumulation of guano (bat droppings), or
 - iv. a bat is harmed or injured.
- b. 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.
- c. Within 30 calendar days of the completion of the Work and the stopping of time charges, the Contractor shall provide a report regarding exclusionary barriers to the GDOT State Environmental Liaison at birdreport@dot.ga.gov. The following information will be included in the report:
 - i. Contractor's name and address.
 - ii. Name and title of report preparer.
 - iii. GDOT Project Identification (PI) number.
 - iv. County(ies) in which the Project is located.
 - v. Construction start and end dates.
 - vi. Date GDOT was notified of intent to install barriers per # 107.23G.3.b.
 - vii. Quantity and location of structures on which exclusionary barriers were installed.
 - viii. Type of exclusion material used on each structure.
 - ix. Start and end date of installation of exclusionary barriers on each structure.
 - x. Start and end date of removal of exclusionary barriers from each structure.
 - xi. Photographs of each structure before and after installation of exclusionary barriers.
 - xii. Photographs of each structure after the removal of the exclusionary barriers.
 - xiii. Description of any incidents of harm or injury to migratory birds during the Work. This should include incidents that were reported as required under 107.23G.4.a.
 - xiv. Description of any incidents of harm or injury to any bat during the Work. This should include incidents that were reported as required under 107.23G.4.a.
 - xv. All other information that may be relevant regarding the protection of migratory birds and bats.

January 25, 2024

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

**P.I. No.: 0017812
COUNTY: FAYETTE**

SECTION 108 - PROSECUTION AND PROGRESS

Retain Sub-Section 108.08 as written and add the following:

108.08. Failure or Delay in Completing Work on Time

C. Intermediate Completion

An overall Completion Date is established for this Project.

For this project the following item of work and corresponding intermediate time is required:

1. **(Town of Tyrone - Dogwood Trail)** All Paving, Striping and other related work for roadway sections located within the Town of Tyrone Shall be performed first and completed for invoicing no later than June 30, 2025.
2. **(Kelly Drive and Dogwood Trail)** work for completion of CSRB, Asphalt Overlays and Shoulder Building shall be completed within a maximum of **21** calendar days for each individual roadway segment. Time charges begin the day CSRB work begins and continue until the completion of asphalt overlay and shoulder building work and the roadway is open without the use of traffic control to safe and convenient use for the traveling public. This stipulation does not apply to permanent roadway striping or removal of temporary signage.

Failure to complete CSRB, Asphalt Overlays and Shoulder Building for the roadway in accordance with the above will result in the assessment of Liquidated Damages at the rate of **\$1000.00** per Calendar Day or portion thereof.

D. Restrictive Work Hours

The County (and municipalities) work hours are 8:00am to 5:00pm Monday through Friday. Any night work, weekend work or early/late work hours on weekdays requires prior written approval from the governing municipality. No work or lane closures are permitted within a school zone when the beacons are flashing.

E. Milled Surfaces and Earth Shoulder Filling

Failure to cover milled surfaces or complete earth shoulder filling as specified in Special Provision Section 150.6 will result in the assessment of liquidated damages in the amount of **\$1,000.00** per calendar day.

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

February 01, 2017

Revised October 22, 2018
Revised December 7, 2020
Revised June 22, 2022
Revised January 24, 2024

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 150—Traffic Control

150.1 General Description

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

The Contractor shall be responsible for the maintenance of traffic signals and Advanced Traffic Management System (ATMs) devices from the time that the system is modified until final acceptance. The maintenance of traffic signals and ATMs devices that are not a part of the Work and that are not in conflict with any portion of the Work shall not be the responsibility of the Contractor. However, the Contractor is still responsible for damages to all devices that they or their subcontractors cause, in accordance with Section 107 and other Specifications.

When any provisions of this Specification or the Plans do not meet the minimum requirements of the [MUTCD](#), the [MUTCD](#) shall control. The 2023 Edition of the [MUTCD](#) including revisions shall be in effect for the duration of the project.

All traffic control devices used during the construction of the project shall meet the standards utilized in the [MUTCD](#), and shall comply with the requirements of these Specifications, Georgia Construction Standards and Details, Project Plans, Design Manuals, and Special Provisions.

The needs and control of all road users (motorists, bicyclists and pedestrians within the highway right-of-way and easements, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II,) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

Utilities included in the Contract are bound by Special Provision 150 and shall follow its requirements. For utilities not included in the Contract but working within the project limits, they shall, at a minimum follow the [MUTCD](#). Moreover, in accordance with [Utility Accommodation Policy and Standards Manual dated 2016](#), the Engineer reserves the right to require additional certified flaggers, signs, warning lights, channelization devices, and other safety devices as may be necessary to properly protect, warn, and safeguard the traveling public. In addition, the Department reserves the right to place time restrictions or moratoriums on all utility work covered under a permit when, in the opinion of the Department, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive, or would unnecessarily inconvenience the traveling public. In case of emergencies, Utilities shall be provided access in accordance with [Utility Accommodation Policy and Standards Manual](#).

150.1.01 Definitions

For Special Provision 150, the definitions for “shall”, “ should”, and “may” will be in accordance with [MUTCD \(1A.13\) \(1C.02\)](#).

Shall (Standard) - a statement of required, mandatory, or specifically prohibitive practice regarding a traffic control device.

Should (Guidance) - a statement of recommended, but not mandatory, practice in typical situations, with deviations allowed if engineering judgment or engineering study indicates the deviation to be appropriate.

May (Option) - a statement of practice that is a permissive condition and carries no requirement or recommendation.

150.1.02 Content

150.1 General Description

150.1.01 Definitions

150.1.02 Content

150.1.03 Related References

- A. Standard Specification
- B. Reference Documents

150.1.04 Submittals/Preconstruction

- A. Worksite Traffic Control Supervisor
- B. Sequence of Operations
- C. Pedestrian Considerations

- 1. Pedestrian Signage
- 2. Temporary Pedestrian Facilities

150.2 Materials and Traffic Control Devices

150.2.01 Traffic Control Devices

- A. NCHRP 350 and MASH
- B. Approval
- C. Quality Guidelines for All Temporary Traffic Devices

150.2.02 Reflectorization Requirements

- A. Signs
- B. Channelization Devices

150.2.03 Arrow Panels

150.2.04 Channelization DevicesA. GeneralB. Drums

1. Design
2. Application
3. Longitudinal Channelization
4. Removal

C. Vertical Panels

1. Design
2. Application

D. Cones

1. Design
2. Applications

E. Barricades

1. Design
2. Application

F. Warning Lights

1. Design
2. Application

150.2.05 Flashing Beacon150.2.06 Guardrail150.2.07 Interim SignsA. PostsB. Sign Blanks and Panels150.2.08 Pavement Markings

- A. All Traffic Striping for Forty-Five (45) Days or Less (≤ 45 Days)
- B. All Temporary Striping Beyond Forty-Five (45) days (> 45 Days)
- C. All Temporary Traffic Striping on Final Surface

150.2.09 Portable Changeable Message Signs150.2.10 Portable Impact Attenuators150.2.11 Portable Temporary Traffic Control Signals150.2.12 Raised Pavement Markers150.2.13 Rumble Strips

150.2.14 Temporary Barriers

- A. Design
- B. Application

150.2.15 Temporary Guardrail Anchorage- Type 12150.2.16 Temporary Traffic Signal**150.3 Construction Requirements**150.3.01 General

- A. Implementation Requirements
- B. Maintenance of Traffic Control Devices
- C. Traffic Interruption Restrictions
- D. Work Zone Restrictions
 - 1. Interstate
 - 2. Non-Interstate Divided Highways
 - 3. Non-Divided Highways
- E. Work Zone Geometric Restrictions
- F. Clear Zone
- G. Milled Surface Restrictions
- H. Construction Vehicle
- I. Environmental Impacts
- J. Existing Street Lights
- K. Nighttime Work Lighting
- L. Removal/Reinstallation of Miscellaneous Items

150.3.02 Personnel – Worker Safety Apparel150.3.03 Signage – General

- A. Signing Requirements of the Temporary Traffic Control (TTC) Plan
- B. Conflicting or Non-Applicable Signs
- C. Removal of Existing Signs and Supports
- D. Interim Guide, Warning and Regulatory Signs
- E. Existing Special Guide Signs
 - 1. Special Guide Signs
 - 2. Interim Special Guide Signs
 - 3. Interim Overhead Guide Sign Structures
 - 4. Permanent Special Guide Signs
- F. Stop Sign Regulated Intersections
- G. Low Shoulder Signage
 - 1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects
 - 2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project
- H. Bump Signage

I. Sign Visibility150.3.04 Advance Warning SignsA. Project Signs - All Type of Highways

1. State Routes
2. Interstate, Limited Access and Multilane Divided Highways
3. Ramp Work on Limited Access Highways

B. Highway Work Zone

1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone
2. Reducing the Speed Limit in a Highway Work Zone
3. Variable Speed Limit Zones

C. Installation/Removal of Work Area Signage150.3.05 Shoulder/Lane ClosureA. Approval/Restrictions

1. Closure Length
2. Duration

B. Shoulder ClosureC. Lane Closure

1. Advance Warning Signs
2. Transition Area – Taper
3. Activity Area
4. Termination Area

D. Removal of Lane ClosuresE. Exit and Entrance Ramps150.3.06 Traffic Pacing MethodA. Pacing of TrafficB. Methods of Signing for Traffic Pacing150.3.07 Flagging OperationA. FlaggersB. Flagger CertificationC. Flagger Appearance and EquipmentD. Flagger Warning SignsE. Pilot Vehicle RequirementsF. Automated Flagger Assistance DevicesG. Portable Temporary Traffic Control Signals

150.3.08 Traffic Signals

- A. Responsibility/Cost
- B. Law Enforcement Officer Requirement

150.3.09 Mobile Operations150.3.10 Pavement MarkingsA. General

- 1. Resurfacing Projects
- 2. Widening and Reconstruction Projects
- 3. New Location Construction Projects

B. Installation and Removal of Pavement Markings

- 1. Installation
- 2. Removal
- 3. Intermediate Surface
- 4. Final Surface
- 5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces
- 6. Preparation and Planning for Traffic Shifts

- C. Raised Pavement Markers
- 1. Supplementing Lane Lines
- 2. Supplementing Ramp Gore Lines
- 3. Other Lines

D. Exceptions for Interim Markings

- 1. Two-Lane, Two-Way Roadway
- 2. Multi-Lane Highway - with No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ($\leq 4'$)
- 3. Limited Access Roadways and Roadways with Paved Shoulder Greater than Four Feet ($>4'$)
- 4. Ramps for Multi-lane Divided Highways
- 5. Miscellaneous Pavement Markings

150.3.11 Differences in Elevation between Travel Lanes and ShouldersA. Differences in Elevations

- 1. Difference of Two Inches ($\leq 2''$) or Less Between Adjacent Travel Lanes
- 2. Difference of Two Inches ($\leq 2''$) or Less Between Adjacent Travel Lane and Paved Shoulder
- 3. Difference of Greater Than Two Inches ($>2''$) is Permitted for Continuous Operations
- 4. Difference of Greater Than Two Inches ($>2''$) Between Travel Lanes and/or Shoulders for

Non-Continuous Operations

- B. Healed Section
- C. Emergency Situations
- D. Plating
- E. Asphaltic Concrete Resurfacing Projects

- 1. Shoulder Construction Included as a Part of the Contract

2. Shoulder Construction Not Included as a Part of the Contract

150.3.12 Work Zone Law Enforcement**150.4 Measurement**150.4.01 Traffic Control Items

- A. Traffic Control
- B. Changeable Message Sign, Portable
- C. Flashing Beacon Assembly
- D. Pavement Markings
- E. Portable Impact Attenuators
- F. Signs

1. Interim Ground Mounted or Interim Overhead Special Guide Signs
2. Remove and Reset Existing Special Guide Signs, Ground Mount or Overhead
3. Modify Special Guide Signs, Ground Mount or Overhead

- G. Temporary Audible Information Device
- H. Temporary Barrier
- I. Temporary Curb Cut Wheelchair Ramps
- J. Temporary Guardrail Anchorage, Type 12
- K. Temporary Walkways with Detectable Edging
- L. Traffic Signal Installation - Temporary
- M. Work Zone Law Enforcement

150.5 Reserved**150.6 Special Conditions****150.7 Payment**150.7.01 Enforcement and Adjustments**150.1.03 Related References****A. Standard Specifications**

Section 104 - Scope of Work

Section 105 - -Control of Work Legal Regulations and Responsibility to the Public

Section 107 - Legal Regulations and Responsibility to the Public Section

108 - Prosecution and Progress

Section 209 - Subgrade Construction

Section 400 - Hot Mix Asphaltic Concrete Construction Section

441 - Miscellaneous Concrete

Section 429 - Rumble Strips Section 620 -

Temporary Barrier

Section 632 - Portable Changeable Message Signs Section 641 -

Guardrail

Section 647 - Traffic Signal Installation Section 648

- Traffic Impact Attenuator Section 652 - Painting

Traffic Stripe Section 653 - Thermoplastic Traffic

Stripe Section 654 - Raised Pavement Markers

Section 656 - Removal of Pavement Markings Section 657 -

Preformed Plastic Pavement Markings Section 658 -

Polyurea Traffic Strip

Section 659 - Hot Applied Preformed Plastic Pavement Markings Section

911 - Sign Posts

Section 912 - Sign Blanks and Panels Section

913 - Reflectorizing Materials

B. Referenced Documents

ASTM D4956-13 (Retro-reflectivity)

American Traffic Safety Services Association (ATSSA)

Construction Detail A-3 Curb Cut (Wheelchair) Ramps Concrete Sidewalk Details

Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements

Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail)

GDOT Signing and Marking Design Guidelines

Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment"

Georgia Standard 4960 "Temporary Barrier (End Treatment Options)"

Georgia Standard 9102 "Traffic Control Detail for Lane Closure on Two-Lane Highway"

Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway"

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway"

Georgia Standard 9121 "Tapers, Signs, and Markings for Passing Lanes"

Manual for Assessing Safety Hardware (MASH)

Manual on Uniform Traffic Control Devices (MUTCD)

National Cooperative Highway Research Program (NCHRP) 350

National Safety Council

Qualified Product List #29 (QPL-29) Reflective Sheeting

Qualified Product List #34 (QPL-34) Work Zone Traffic Control Devices (Drums, Type III Barricades, Vertical Panels, and Portable Sign Systems)

Qualified Product List #35 (QPL-35) Drive Type Galvanized Steel Sign Posts

Qualified Product List #46 (QPL-46) Traffic Pavement Markings

Qualified Product List #64 (QPL-64) Attenuator Units (Compression Crash Cushion) and Guardrail End Treatments

Qualified Product List #76 (QPL-76) Raised Pavement Markers and Channel Markers

Qualified Product List #79 (QPL-79) Portable Arrow Boards

Qualified Product List #82 (QPL-82) "Portable Changeable Message Signs"

Utility Accommodation Policy and Standards Manual

Work Zone Safety and Mobility Policy

150.1.04 Submittals/Preconstruction

A. Worksite Traffic Control Supervisor

The Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS). The WTCS shall be responsible for selecting, installing, and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the [MUTCD](#). The WTCS shall be currently certified by the [American Traffic Safety Services Association \(ATSSA\)](#) Work Site Traffic Supervisor Certification program or the [National Safety Council](#) Certification program. On-line classes will not be accepted.

The WTCS shall be available on a twenty-four (24) hour basis to perform their duties. If the Work requires traffic control activities to be performed during the daylight and nighttime hours, it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be accepted by the Engineer prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor's traffic control responsibilities shall have priority over all other assigned duties.

As the representative of the Contractor, the WTCS shall have full authority to act on behalf of the Contractor in administering the TTC Plan. The WTCS shall have appropriate training in safe traffic control practices in accordance with Part 6 of the [MUTCD](#). In addition to the WTCS, all other individuals making decisions regarding traffic control shall meet the training requirements of the Part 6 of the [MUTCD](#).

The Worksite Traffic Control Supervisor (WTCS) shall have a copy of Part 6 of the [MUTCD](#) and the Contract on the job site. Copies of the current MUTCD may be obtained from the FHWA web page at <http://mutcd.fhwa.dot.gov>.

The WTCS shall supervise the initial installation of traffic control devices. The Engineer, prior to the beginning of construction, will review the initial installation. Modifications to traffic control devices as required by sequence of operations or staged construction shall be reviewed by the WTCS.

Any work performed on the interstate or limited access highway right-of-way that requires traffic control shall be supervised by a submitted/approved certified Worksite Traffic Control Supervisor. No work requiring traffic control shall be performed unless the certified WTCS is on the worksite. Failure to maintain a Certified Worksite Traffic Control Supervisor on the Work will be considered as non-performance under [Subsection 150.7.01](#).

The WTCS or alternate WTCS shall be available on a full-time basis to maintain traffic control devices with access to all personnel, materials, and equipment necessary to respond effectively to an emergency situation within forty- five (45) minutes of notification of the emergency.

The WTCS shall perform inspections, at a minimum once a month, to ensure that traffic control is maintained. For all interstate and limited access highways, the WTCS shall perform, as a minimum, weekly traffic control inspections. The inspections will start with the installation of the advance warning signs and will stop when a maintenance acceptance is issued or when the corrective list is completed.

An inspection shall include both daytime and nighttime reviews. The inspection shall be reported to the Engineer on a Traffic Control Inspection Report, (TC-1). Unless modified by the special conditions or by the Engineer, routine deficiencies shall be corrected within a twenty-four (24) hour period. Failure to comply with these provisions shall be grounds for dismissal from the duties of WTCS and/or removal of the WTCS from the project. Failure of the WTCS to execute their duties shall be considered as non-performance under [Subsection 150.7.01](#).

The Engineer will periodically review the Work for compliance with the requirements of the TTC plan.

On projects where traffic control duties will not require full time WTCS supervision, the Engineer may allow the Contractor's Project superintendent, foreman, subcontractor, or other designated personnel to serve as the WTCS as long as satisfactory results are obtained. Nevertheless, the individual shall meet the requirements and perform the duties of a WTCS.

TRAFFIC CONTROL INSPECTION REPORT (TC-1)

Project No.: _____ County: _____

Contractor: _____ + _____ Date: _____ Daytime: _____

Nighttime: _____

PURPOSE: To provide adequate warning, delineation, and channelization to assist in guiding road users in advance of and through the work zone by utilizing proper pavement markings, signs, and other MUTCD compliant devices.

RESPONSIBILITY: The Worksite Traffic Control Supervisor (WTCS) has the duty of ensuring that all traffic control devices are installed and maintained according to the requirements of the Traffic Control Plan.

DEFICIENCIES: Items noted below require corrective measures be performed within the next _____ hours/days.

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>ACTION REQUIRED</u>

(use additional sheets if needed) Signature: _____ WTCS or DOT performing inspection

DOT inspection presented to WTCS Date: _____ Time: _____

TO BE COMPLETED BY THE WTCS

The attached deficiencies were corrected by Date: _____ Time: _____

Signature _____ Return TC-1 to DOT inspector.

The WTCS certifies that all traffic control devices in use on the project are MASH/NCHRP 350 crashworthy compliant.

Traffic Control Checklist

Satisfactory Unsatisfactory Non-applicable

Signs

 S

 U

 N

- Are the signs correctly installed?
- Signs are in place according to TTC Plans. Signs are plumb and level. Signs are at the proper height.
- Are the signs visible and readable to the public both daytime and nighttime?
- Is retroreflectivity good?
- Are signs not in use including PCMS properly stored?

TTC Devices

 S

 U

 N

- Are they MASH/NHCRP 350 approved? Do they meet MUTCD and Special Provision 150 requirements?
- Are they installed according to manufacture recommendation?
- Are they in acceptable/marginal condition? Are they stable? Is the retroreflectivity good?

Clear Zone

 S

 U

 N

- Are all material and equipment stored beyond the clear zone?
- If stored in clear zone, are they protected by positive barrier?
- Are drop-offs marked and healed according to Special Provision 150?

Positive Barriers

 S

 U

 N

- Are the barriers in acceptable/marginal condition and FHWA approved?
- Are the barrier reflectors proper and in good condition?
- Do the barriers extend to the proper advancement length? Are the tapers according to GA Standards?

Attenuators and Guardrails

 S

 U

 N

- Are the proper attenuator assemblies in use?
- Gating - Is the recovery area free of debris and provide the necessary recovery area?
- Is the assembly in accordance with manufacture's recommendation?
- Are the guardrails properly anchored and/or attached to the barrier?
- Are shoes and transition sections in accordance with Standards?

Pavement Markings

 S

 U

 N

- Are the pavement makings visible and legible?
- Can they be seen during the daytime and nighttime?
- Are there no conflicting pavement markings?
- Are the pavement markings including RPM installed and maintained according to section 150?

B. Sequence of Operations

Any Sequence of Operations provided in this Contract in conjunction with any staging details which may be shown in the Plans, is a suggested sequence for performing the Work. It is intended as a general staging plan for the orderly execution of the Work while minimizing the impact on pedestrian facilities, mainline, cross-streets and side streets. The Contractor shall develop detailed staging and temporary traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widenings, paces, or other activities that disrupt traffic or pedestrian flow. The Engineer may require detailed staging and TTC Plans for lane closures or disruption to pedestrian facilities. These Plans shall be submitted for approval at least two (2) weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department, temporary on-site bypasses, or detours in order to expedite the Work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval thirty (30) calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer; they are no longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of Subsection 150.3.01.E.

As an option to the Sequence of Operations in the Contract, the Contractor may submit an alternative Sequence of Operations for review and approval. Alternate Sequence of Operations for pedestrian facilities shall be in compliance with the MUTCD and ADA. Pedestrian needs identified in the preconstruction phase shall be included in the proposed alternate plan.

The Department will not pay, or in any way, reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Contract or from an approved Contractor alternate.

The Contractor shall secure the Engineer's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the approved TTC plan, proposed by the Contractor, shall be submitted to the Department for approval.

Some additional traffic control details will be required prior to any major shifts or changes in traffic. The traffic control details shall include, but not be limited to, the following:

1. A detailed drawing showing traffic locations and lanes for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be included in the details.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Horizontal and vertical alignment and superelevation rates for detours, including cross-section and profile grades along each edge of existing pavement.
6. Drainage details for temporary and permanent alignments.
7. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.)
8. Starting time, duration, and date of planned change.
9. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed Work. This will be the minimum resource allocation required in order to start the Work.

The above details shall be submitted to the Engineer for approval at least fourteen (14) days prior to the anticipated traffic shift. Submission should be made electronically in a portable document format (pdf). The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

C. Pedestrian Considerations

All existing pedestrian facilities, including access to transit stops, shall be maintained. Where pedestrian routes are closed, alternate routes shall be provided. Closures of existing, interim, and final pedestrian facilities shall have the prior written approval of the Engineer. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility. Pedestrian facilities are considered improvements and provisions made to accommodate or encourage walking. Whenever a sidewalk is to be closed, the Engineer shall notify the maintaining agency two (2) weeks prior to the closure. Prior to closure, detectable barriers (that are detectable by a person with a visual disability traveling with the aid of a long cane), as described by the MUTCD, shall be placed across the full width of the closed sidewalk. Barriers and channelizing devices used along a temporary pedestrian route shall be in compliance with the MUTCD.

Temporary Traffic Control devices used to delineate a Temporary Traffic Control Zone Pedestrian Walkway shall be in compliance with Subsection 150.3.01.A. Appropriate signs as described in the MUTCD shall be maintained to allow safe passage of pedestrian traffic or to advise pedestrians of walkway closures (Refer to MUTCD Figures TA- 28 and TA-29 for guidance). Advance closure signing should be placed at intersections rather than midblock locations so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing. Temporary Traffic Control devices and construction material shall not intrude into the usable width of the pedestrian walkway. Signs and other devices shall be placed such that they do not narrow or restrict any pedestrian passage to less than forty-eight inches (≥ 48 ").

1. Pedestrian Signage

A pedestrian walkway shall not be severed or relocated for non-construction activities, such as parking for construction vehicles and equipment. Movement by construction vehicles and equipment across designated pedestrian walkways should be minimized. When necessary, construction activities shall be controlled by flaggers. Pedestrian walkways shall be kept free of mud, loose gravel, or other debris.

When temporary covered walkways are used, they shall be lighted during nighttime hours. When temporary traffic barrier is used to separate pedestrian and vehicular traffic, the temporary barrier shall meet Manual for Assessing Safety Hardware (MASH) Test Level 3 and/or NCHRP-350 Test Level Three. The barrier ends shall be protected in accordance with Georgia Standard 4960. Curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are required. Tape, rope, or plastic chain strung between temporary traffic control devices are not considered as detectable and shall not be used as a control for pedestrian movements.

The WTCS shall inspect the activity area daily to ensure that effective pedestrian TTC is being maintained. The inspection of TTC for pedestrian traffic shall be included as part of the TC-1 report.

2. Temporary Pedestrian Facilities

Temporary pedestrian facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The geometry, alignment and construction of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)".

a. Temporary Walkways with Detectable Edging

A smooth, continuous hard surface (firm, stable and slip resistant) shall be provided throughout the entire length of the temporary pedestrian facility. Compacted soils, sand, crushed stone, or asphaltic pavement millings shall not be used as a surface course for walkways.

Temporary walkways shall include detectable edging as defined in the MUTCD. When temporary traffic barrier is included as a pay item in the Contract and where locations identified on the Plans for positive protection will also allow them to serve as pedestrian detectable edging, payment will be made for the temporary traffic barrier in accordance with [Section 620](#). No payment will be made for temporary walkways with Detectable Edging where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized as temporary walkways. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavements shall be included in Traffic Control-Lump Sum.

Regardless of the materials used, temporary walkways shall be constructed with sufficient thickness and durability to withstand the intended use for the duration of the construction project. If concrete or asphalt is used as the surface course for the walkway, it shall be a minimum of one and one-half inches ($\geq 1\text{-}1/2''$) thick. Temporary walkways constructed across unimproved streets and drives shall be a minimum thickness of four inches ($\geq 4''$) for concrete and three inches ($\geq 3''$) for asphalt. Joints formed in concrete sidewalks shall be in accordance with [Section 441](#). Concrete surfaces shall have a broom finish.

If plywood is used as a walkway, it must be a minimum of three quarters of an inch ($\geq 3/4''$) thick, pressure treated and supported with pressure treated longitudinal joists spaced a maximum of sixteen inches ($\leq 16''$) on center. The plywood shall be secured to the joist with galvanized nails or galvanized deck screws. Nails and screws shall be countersunk to prevent snagging or tripping the pedestrians. A slip resistant friction course shall be applied to any plywood surface that is used as a walkway. Any slip resistant material used shall have the prior written approval of the Engineer.

The Contractor may propose alternate types of Temporary Walkways provided that the Contractor can document that the proposed walkway meets the requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". Alternate types of Temporary Walkways shall have the prior written approval of the Engineer.

Temporary walkways shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The Contractor shall construct and maintain the walkway to ensure that joints in the walkway have a vertical difference in elevation of no more than one quarter ($\leq 1/4''$) of an inch and that the horizontal joints have gaps no greater than one half ($\leq 1/2''$) of an inch. The grade of the temporary walkway should parallel the grade of the existing walkway or roadway and the cross slope should be no greater than two percent ($\leq 2\%$). A width of sixty inches (60"), if practical, should be provided throughout the entire length of any temporary walkway. The temporary walkway shall be a minimum width of forty eight (48") inches. When it is not possible to maintain a minimum width of sixty (60") inches throughout the entire length of temporary walkway, a sixty (60") inch by sixty (60") inch passing space should be provided at least every two hundred feet (200 ft.), to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to [Section 209](#). Furnish and install any needed temporary pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials, and restore the area to the original conditions or as shown in the Plans.

b. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps shall be constructed in accordance with [Section 441](#) and [Construction Detail A-3 Curb Cut \(Wheelchair\) Ramps Concrete Sidewalk Details](#). Ramps shall also include a detectable warning surface in accordance with [Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements](#). Other types of material for the construction of the temporary curb cut wheelchair ramps, including the detectable warning surface, may be used provided the Contractor can provide documentation that the material to be used meets the requirements

of the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. When a wheelchair ramp is no longer required, remove the temporary materials, and restore the area to existing conditions or as shown in the Plans. For the items required to restore the area to original conditions or as shown in the Plans, measures for payment shall be covered by Contract pay items. If pay items are not included in the Contract, then payment for these items shall be included in Traffic Control-Lump Sum.

c. Temporary Audible Information Device

Temporary audible information devices, when shown in the Plans, shall be installed in compliance with the “Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)”. The devices shall be installed in accordance with the manufacturer’s recommendations. Prior to installation, the Contractor shall provide the Engineer with a set of manufacturer’s drawings detailing the proper installation procedures for each device. When no longer required, the devices shall remain the property of the Contractor.

150.2 Materials and Traffic Control Devices

150.2.01 Traffic Control Devices

A. NCHRP 350 and MASH

All devices shall be certified in accordance with the Manual for Assessing Safety Hardware (MASH) Test Level 3 and/or the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 as applicable unless modified by this Special Provision. In addition, temporary work zone devices, including portable barriers, manufactured after December 31, 2019, must have been successfully tested under 2016 edition of MASH requirements. Such devices manufactured on or before this date, and successfully tested under either NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

B. Approval

All traffic control devices with applicable Qualified Products List (QPL) categories shall come from the appropriate QPL list. Products not on the QPL may be used with an approval letter from the Georgia Department of Transportation Office of Materials and Testing. If there is no applicable QPL, the Contractor shall provide proof of MASH/NCHRP 350 certification. The proof may be a letter or written statement from the manufacturer that the product is MASH/NCHRP 350 approved. Decal certifications are not proof of certification and are not required.

C. Quality Guidelines for All Temporary Traffic Devices

All traffic control devices found to be unacceptable in accordance with the current ATSSA, “Quality Guidelines for Temporary Traffic Devices and Features” regardless of total numbers shall be replaced within twenty-four (24) hours unless stated otherwise in the Specifications, in the Contract, or as directed by the Engineer.

150.2.02 Retroreflectivity Requirements

A. Signs

Reflective sheeting shall meet the requirements of Section 913 and QPL-29

All construction warning signs (black on fluorescent orange) shall meet the minimum reflectivity and color requirements of ASTM D4956 Type XI regardless of the mounting height. All other signs reflectorization shall be in accordance with the Plans, Contract, and “GDOT Signing and Marking Design Guidelines”.

B. Channelization Devices

Reflective sheeting shall meet the requirements of Section 913 and QPL-29

All channelization devices (white/ fluorescent orange and white/red) shall meet the minimum retroreflectivity requirements of ASTM D4956 Type IV or Type VI.

150.2.03 Arrow Panels

Arrow panels shall meet the requirements for [MUTCD \(6L.06\)](#) and QPL-79.

Portable sequential arrow, sequential chevron, or flashing arrow panels shall be a minimum size of forty-eight inches (48") high by ninety-six inches (96") wide with not less than fifteen (15) lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one (1) mile. The minimum legibility distance is the distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type C panel as shown in the MUTCD (6L.06). The sequential or flashing arrow panels shall not be used for lane closure on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

The arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven feet (7') above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

For emergency situations, arrow display panels that meet the MUTCD requirements for Type A or Type B panels may be used until Type C panels can be located and placed at the site. The use of Type A and Type B panels shall be held to the minimum length of time possible before having the Type C panel(s) in operation. The Engineer shall determine when conditions and circumstances are considered to be emergencies. The Contractor shall notify the Engineer, in writing, when any non-specification arrow display panel(s) is being used in the Work.

150.2.04 Channelization Devices

A. General

Channelization shall clearly delineate the travel way through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travel way. Channelization shall be in accordance with the Plans, Specifications, MUTCD, QPL-34, and the following requirements.

B. Drums

1. Design

Drums shall meet the minimum requirement of the [MUTCD \(6K.06\)](#). Drums shall have six inch (6") wide stripes – white/fluorescent orange.

2. Application

Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.

3. Longitudinal Channelization

Drums shall be spaced as listed below for various roadside work conditions except as modified by [Subsection 150.3.11](#). Spacing shall be used for situations meeting any of the conditions listed as follows:

a. FORTY FOOT (40') SPACING MAXIMUM

- For difference in elevation exceeding two inches (> 2").
- For heeled sections no steeper than 4:1 as shown in [Subsection 150.3.11](#), Detail 150-H.

b. EIGHTY FOOT (80') SPACING MAXIMUM

- For difference in elevation of two inches ($\leq 2''$) or less.
- Flush areas where equipment or workers are within ten feet ($\leq 10'$) of the travel lane.

c. 200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten feet ($> 10'$) from travel lane. Lateral offset clearance to be four feet (4') from the travel lane.

- For paved areas, eight feet ($> 8'$) or greater in width that are paved flush with a standard width travel lane.
- For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

4. Removal of Drums

Drums may be removed after shoulders are completed to typical section and grassed. Guardrail and other safety devices shall be installed and appropriate signs advising of conditions such as soft or low shoulder shall be posted before the drums are removed.

C. Vertical Panels**1. Design**

All vertical panels shall meet the minimum requirements of the [MUTCD \(6K.05\)](#). All vertical panels shall have a minimum of 270 square inches of retroreflective area facing the traffic and be a minimum of thirty-six inches ($\geq 36''$) high. The vertical panels shall be in addition a minimum eight inches ($\geq 8''$) wide with a stripe width of six inches (6") – white/fluorescent orange.

2. Application

Vertical panels with retroreflectivity less than Type VI can only be used when traffic drums reduce the travel lane to less than ten feet ($\leq 10'$); vertical panels shall be used to restore the travel lane to ten feet ($\geq 10'$) or greater. No other application of vertical panels with retroreflectivity less than type VI will be permitted.

Vertical panels with a minimum type VI retroreflectivity and six (6") inch stripe may be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures and intermediate-term stationary lane closures. They can be used for lane closures lasting three (3) days and with Engineer approval up to seven (7) days. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers.

D. Cones**1. Design:**

All cones shall be a minimum of twenty-eight inches ($\geq 28''$) in height regardless of application and shall meet the requirements of the [MUTCD \(6K-1\)](#).

Retroreflectivity may be deleted from all cones.

2. Application

On interstates, cones shall be prohibited. On all other routes, cones may only be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers. The use of cones for nighttime work will not be permitted. Cones shall not be stored or allowed to be visible on the worksite during nighttime.

Cones may be used for daytime flagging operations including tapers at flagging stations.

E. Barricades

1. Design

Type 3 barricades shall meet the minimum requirements of the [MUTCD \(6K.07\)](#). The Contractor has the option of choosing Type 3 barricades from the [QPL-34](#) or the Contractor may utilize generic barricades that are approved by the [Federal Highway Administration \(FHWA\)](#). When barricades have been specifically crash tested with signs attached, the Contractor has the responsibility to attach the signs as per the manufacturer's recommendations to ensure crashworthiness. If the barricades were not tested with the signs, crashworthy compliance may require that rigid signs be mounted separate from the Type 3 barricade.

The use of Type 1 and Type 2 barricades will not be permitted.

2. Application

Type 3 barricades shall be placed as required by the Plans, the Standards, and as directed by the Engineer.

When a barricade is placed so that it is subject to side impact from a vehicle, a drum shall be placed at the side of the barricade to add target value to the barricade.

F. Warning Lights

1. Design

All warning lights shall meet the requirements of the [MUTCD \(6L.07\)](#).

2. Application:

- a. Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.
- b. Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.

150.2.05 Flashing Beacon

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of [Section 647](#).

150.2.06 Guardrail

Guardrail shall comply with [Section 641](#) Guardrail and the guardrail standards.

When the removal and installation of guardrail is required, as a part of the Work, the following time restrictions shall apply unless modified by the special conditions:

From the time that the existing guardrail or temporary positive barrier protection is removed, the Contractor has fourteen (14) days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty feet (20'). The guardrail blunt end is to be treated as a fixed object and shall be protected. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 2000 linear feet of existing rail or the total length of one run of existing rail, whichever is less. Based on existing field conditions, the Engineer may review the Work and require that the guardrail be installed earlier than the maximum time allowed.

The Contractor shall install new guardrail, such that traffic exposure to fixed objects is minimized. Within the same workday, temporary attenuators, as defined in [Subsection 150.2.10](#), should be installed on the approach to fixed objects that can't be protected with guardrail. Truck mounted attenuators may be used to shield exposed fixed objects for periods not to exceed fourteen (14) days. No separate payment will be made for truck mounted attenuators, attenuators, or other methods unless provided for in the Contract.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the directional flow of traffic. Should the staging of the Work require that the lap of the guardrail be changed, this Work shall be completed before the roadway is opened to traffic. The Work to change the lap of any guardrail shall be included in Traffic Control-Lump Sum.

The laps on anchors shall be in accordance with the manufacturer's recommendations and installation instructions. As a result, a trailing anchor may be lapped opposing the flow of traffic.

Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under [Subsection 150.7.01](#).

150.2.07 Interim Signs

A. Sign Blanks and Panels

All TTC sign blanks and panels should conform to [Section 912](#) of the Specifications. Alternative sign blank materials (composites, polycarbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Testing for use as interim construction signs before these materials are allowed to be incorporated into the Work, unless these rigid sign blanks are currently approved as a crashworthy sign blank material under [QPL- 34](#).

Unless specified elsewhere in the Contract, Specifications, Plans, and/or directed by the Engineer, sign sizes are according to the following:

1. All construction signs sizes shall follow the dimensions provided in the MUTCD Table 6G-1, GH-1, and 6I-1 "Temporary Traffic Control Zone Sign and Plaque Sizes" under the column for "Freeway or Expressway".
2. For all other signs used just for staging, the sign sizes shall follow the dimensions provided in the MUTCD Table 2B-1 "Regulatory Sign and Plaque Sizes" for the largest size.
3. Permanent signs used for staging shall be according to Plans.

Plywood blanks or panels will not be permitted. The use of

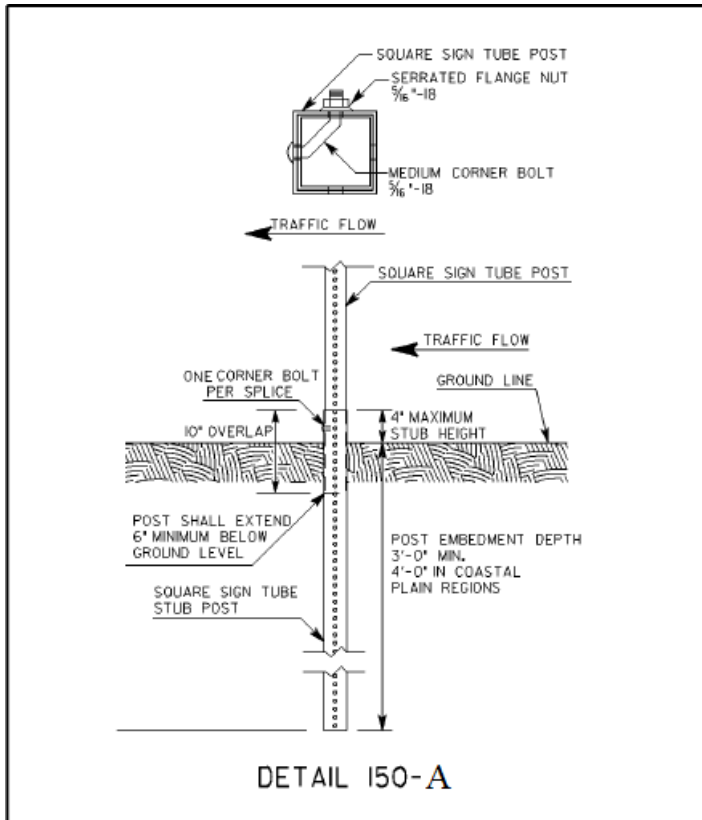
flexible signs will not be permitted.

For utility work not included in the Contract, the utility Contractor may use flexible signs within the project limits.

B. Posts

Permanent mounting height to the bottom of sign shall be seven (7) feet to eight (8) feet measured vertically from the bottom of the sign to the elevation of the near edge of the pavement or from the walkway. Posts for all interim signs should be square tubular post meeting the requirements of Section 911, QPL-35, and Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail). Ground mounted sign(s) that are greater than 48" wide shall be mounted on two posts. For barrier mounted sign, single post mount is allowed. The post(s) shall not extend beyond the top of the sign(s). The sign(s) shall be substantially plumb and leveled.

Unprotected interim posts shall be spliced as shown in Detail 150-A, unless full length unspliced posts are used. Unprotected post splices will not be permitted any higher than four inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle. Installation of posts may require establishment of openings in existing pavements, islands, shoulders, etc.



150.2.08 Pavement Markings

All temporary traffic striping shall conform to the applicable requirements of Section 652, Section 653, Section 657, Section 658, Section 659, and QPL-46.

A. All Traffic Striping for 45 Days or Less (≤ 45 Days)

All traffic striping that will be in place for 45 days or less shall be 4 inches or greater in width.

B. All Temporary Striping Beyond 45 days (>45 Days)

All traffic striping applied on intermediate surfaces shall be a minimum 5 inches in width or as shown on the Plans. On final surfaces when temporary striping will be overlaid or eradicated, the temporary striping shall be a minimum 5 inches in width.

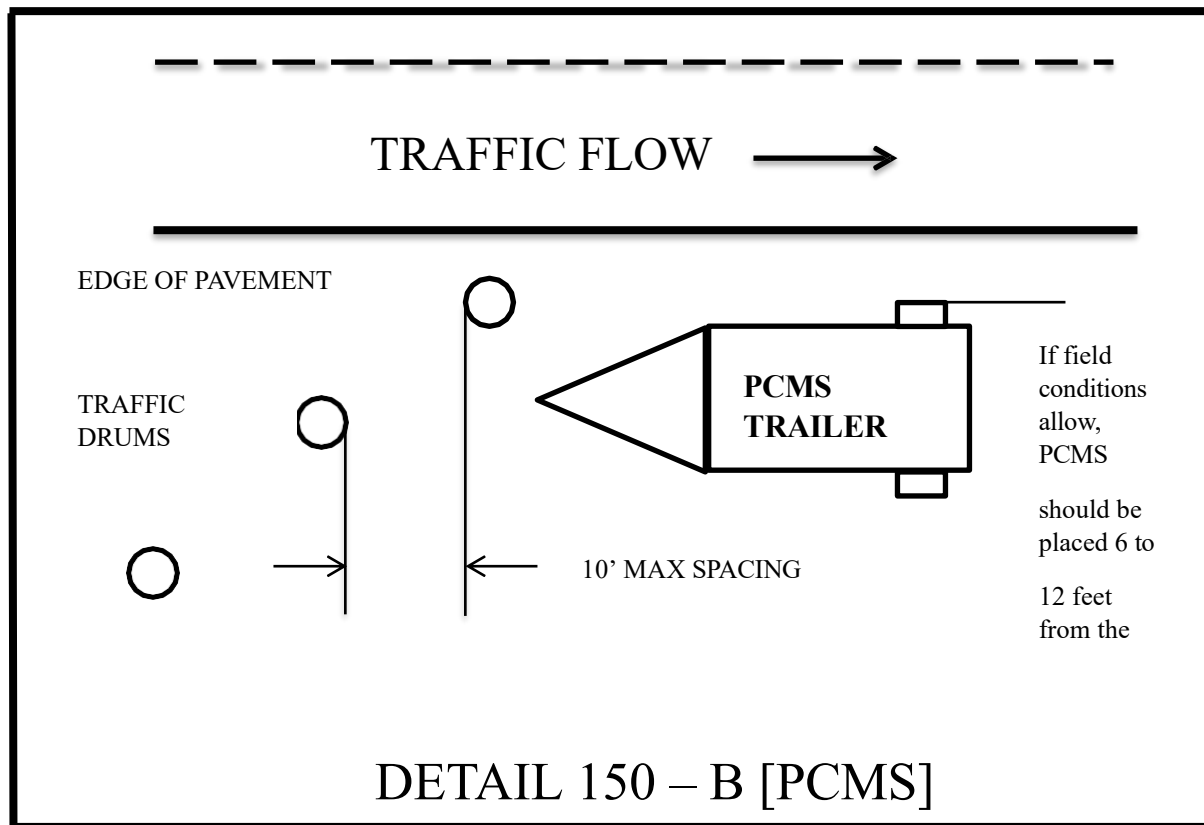
C. All Temporary Traffic Striping on Final Surface

All temporary traffic striping applied to final surfaces which will not be overlaid or grinded may be 4 inches in width or as shown on the Plans.

150.2.09 Portable Changeable Message Signs

When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of Section 632, MUTCD (6L.05) and be on QPL-82. The maximum amount of messages allowed to be flashed on one PCMS is two phases (flashes). The language and the timing of the messages shall comply with the MUTCD and Section 632. When used as an advanced device, the PCMS should typically be placed ahead of the construction activities. If the PCMS is used as a substitute for another device, then the requirements for the other device apply.

Any PCMS in use, which is not protected by positive barrier protection, shall be delineated by a minimum of three drums that meet the requirement of Subsection 150.2.04.B. The drum spacing shall not exceed a maximum of ten (10') feet as shown in Detail 150-B. When the PCMS is within twenty (20') feet of the opposing traffic flow, the trailing end of the PCMS shall be delineated with a minimum of three drums spaced in the same manner as the approach side of the PCMS.



When not in use, the PCMS shall be removed from the roadway, unless protected by positive barrier protection. If the PCMS is protected by positive barrier protection, the sign panel shall be turned away from traffic when not in use.

150.2.10 Portable Impact Attenuators

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

Portable Impact Attenuator Unit/Arrays installation shall conform to the requirements of Section 648, Manufacturer's recommendations and "(Georgia Standard 4960 "Temporary Barrier (End Treatment Options)") and shall be installed at locations designated by the Engineer, and/or as shown on the Plans. When gating attenuators are used, the Contractor shall maintain the appropriate recovery area in accordance with the manufacturers' recommendations.

Generic sand/water loaded modules are prohibited. Manufacturers' sand/water loaded modules with specific arrays that have been NCHRP 350/MASH approved can be used in appropriate locations.

The test level of protection provided shall equal or exceed the speed limit. Test level 3 shall be used for forty-five (45) mph or above.

150.2.11 Portable Temporary Traffic Control Signals

The use of Portable Temporary Traffic Control Signals shall meet the following minimum requirements:

Only two-lane, two-way roadways will be allowed to utilize Portable Temporary Traffic Control Signals.

All portable traffic control signals shall meet the physical display and operational requirements of conventional traffic signals described in the MUTCD.

Each signal face shall have at least three lenses. The lenses shall be red, yellow, and green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter. A minimum of two signal faces shall face each direction of traffic. A minimum of one signal head shall be suspended over the roadway travel lane in a manner that will allow the bottom of the signal head housing to be not less than seventeen (17') feet above and not more than nineteen (19') feet above the pavement grade at the center of the travel lane. The second signal head may be located over the travel lane with the same height requirements or the second signal head may be located on the shoulder. When the signal head is located on the shoulder, the bottom of the signal head housing shall be at least eight (8') feet but not more than (15') feet above the pavement grade at the center of highway.

Advance warning signage and appropriate pavement markings shall be installed as part of the temporary signal operation.

The signals shall be operated in a manner consistent with traffic requirements. The signals may be operated in timed- mode or in a vehicle-actuated mode. The signals shall be interconnected in a manner to ensure that conflicting movements cannot occur. To ensure that the appropriate operating pattern, including timing is displayed to the traveling public, regular inspections, including the use of accurate timing devices shall be made by the WTCS. 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 (WTCS) shall continuously monitor the portable traffic control signal to ensure 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 traffic signal shall have two power sources and shall be capable of running for seven calendar days continuously.

The Contractor shall have an alternate temporary traffic control plan in the event of failure of the signal.

150.2.12 Raised Pavement Markers

Raised pavement markers (RPMs) shall meet the requirements of [Section 654](#) and QPL-76 .

150.2.13 Rumble Strips

Rumble strips incorporated into the Work shall meet the requirements of [Section 429](#) and the MUTCD. Existing rumble strips that are positioned in the traveled way to warn traffic of a stop condition shall be reinstalled prior to opening to traffic. Based on the following requirements:

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have rumble strips reinstalled on the traveled way in the area of a stop condition. Non-refundable deductions in accordance with Subsection 150.7.01 will be assessed for any intermediate surface in place for greater than 45 days without rumble strips.

Rumble strips shall be installed on the final surface within fourteen (14) calendar days of the placement of the final surface in the area of the stop condition. Failure to install within fourteen (14) calendar days will result in assessment of non-refundable deductions in accordance with Subsection 150.7.01.

Prior to the removal of any rumble strips located in the travel lane, stop ahead (W3-1) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of 48 inches by 48 inches. These warning signs shall remain in place until the rumble strips have been reinstalled on the traveled way. Any existing warning

signs for the stop ahead condition shall be removed or covered while the 48" X 48" (W3-1) signs are in place. When the rumble strips have been reinstalled, these warning signs should be promptly removed, and any existing signage placed back in service.

150.2.14 Temporary Barriers

A. Design:

Temporary barriers shall meet the requirements of [Sections 620](#). The lengths of advancement should be in accordance with [Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, and Fill Height Embankment"](#). The approach end of the taper should have 10:1 or flatter ground slope. Temporary barriers shall not be used as a channelization device. Their use is in accordance with [MUTCD \(6K.09\)](#).

B. Application:

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

The reflectors shall be one hundred (100) square inches (ASTM Type VII or VIII/ Type XI) reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gaps in the barrier sections.

Approach end of Temporary barrier shall be protected according to [Georgia Standard 4960 "Temporary Barrier \(End Treatment Options\)"](#) or by a portable impact attenuator.

On interstates or other controlled access highways where lane shifts or crossovers cause opposing traffic to be separated by less than forty feet ($<40'$), portable barrier should be used as a separator.

150.2.15 Temporary Guardrail Anchorage- Type 12

This work consists of the furnishing, installation, maintenance, and removal of Temporary Guardrail Anchorage- Type 12 used for Portable Barrier or temporary guardrail end treatment. Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of [Section 641](#) of the Specifications and current Georgia Standards and may be new or used. Materials salvaged from the Project, which meet the requirements of Standards, may be utilized if available. The use of any salvaged materials will require prior approval of the Engineer.

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and [Section 641](#) of the Specifications. Installation shall also include sufficient additional guardrail and appurtenances to effect the transition and connection to Temporary Concrete Barrier as required by the details in [Georgia Standard 4960 "Temporary Barrier \(End Treatment Options\)"](#).

150.2.16 Temporary Traffic Signals

Temporary traffic signals shall meet the requirements of [Section 647](#) and the MUTCD.

150.3 Construction Requirements

150.3.01 General

A. Implementation Requirements

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When any shift or change is made to the location of traffic or to the flow patterns of traffic, including pedestrian traffic, the permanent safety features shall be installed and fully operational before making the change. If staging or site conditions prevent the installation of permanent features, then the equivalent interim devices shall be utilized. This work shall also include any necessary removal and reinstallation of guardrail panels to achieve the required panel lap to accommodate the appropriate shift and traffic flow including the final traffic flow configuration. The cost of performing this work shall be included in Traffic Control-Lump Sum.

Any section of the Work that is on a new location shall have all permanent safety features installed and fully operational before the Work is opened to traffic. Safety features shall include, but are not limited to the following items:

Guardrails including anchors and delineation with properly lapped panels

- 1) Cable Barrier
- 2) Impact attenuators
- 3) Traffic signals
- 4) Warning devices
- 5) Pavement markings including, but not limited to, words, symbols, stop bars, arrows, hatching and crosswalks
- 6) Roadway signs including regulatory, warning, and guide

Outdoor lighting shall be considered as a safety feature for welcome centers, rest areas, and weigh station projects. For typical roadway type projects, new street lighting is not considered a safety feature, unless specifically noted in the Plans or in the special conditions.

B. Maintenance of Traffic Control Devices

Traffic control devices shall be in acceptable condition when first erected on the Project and shall be maintained in accordance with [Section 104](#) throughout the construction period. All unacceptable traffic control devices shall be replaced within twenty-four (24) hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

C. Traffic Interruption Restrictions

The Department reserves the right to restrict construction operations when, in the opinion of the Engineer, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Engineer deems that conditions are unfavorable for continuing the Work.

Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management - No advanced notice required Threatening/Inclement weather

- twenty-four (24) hours

Holiday, sporting events, unfavorable conditions - Three (3) calendar days

If the Work is suspended, the Contractor may submit a request for additional Contract time as allowed under [Section 108](#). The Department will review the request and may grant additional Contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, rental of equipment or

delays to the Contractor's schedule will not be considered for payment. Additional Contract time will be the only consideration granted to the Contractor.

D. Work Zone Restrictions

1. Interstate

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance.

2. Non-Interstate Divided Highways

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile distance in rural areas or at least 500 feet of distance in urban areas.

3. Non-Divided Highways

- a. The Contractor should not simultaneously perform work on opposite sides of the roadway when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.
- b. On two-lane projects where full width sections of the existing subgrade, base or surfacing are to be removed, and new base, subgrade, or surfacing are to be constructed, the Contractor should maintain one-lane of traffic through the construction area by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement should be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday or before opening all the roadway to traffic.

E. Work Zone Geometric Restrictions

There should be no reduction in the total number of available traffic lanes including turning lanes that existed prior to construction, except as specifically allowed by the Contract and as approved by the Engineer.

Travel lane Clearances: All portions of the Work should maintain the following minimum requirements:

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

Vertical: The overhead clearance should not be reduced to less than fifteen feet ($\geq 15'$) at any location.

The restrictions above apply to all shifts, lane closures, on-site detours and off-site detours whether shown in the Contract or proposed by the Contractor. It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work. Two-lane, two-way roadways may have temporary horizontal restrictions of less than sixteen feet ($\geq 16'$) during flagging operations. The minimum horizontal clearance should be restored before the flagging operation is removed.

F. Clear Zone

At the end of the workday, all equipment, materials, and TTC devices not in use should be moved out of the clear zone or behind positive protection. The clear zone is defined by Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment". For urban roadway with curb, the minimum set back is six (6') feet from the curb face. If stored behind positive protection, proper lengths of advancement should be maintained. If stored behind guardrail the items shall be a minimum five feet ($\geq 5'$) from the face of the guardrail and not in the recovery zone of the anchor.

The WTCS shall monitor the Work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools, and other potential hazards are kept clear of the travel lane.

G. Milled Surface Restrictions

Unless modified by the special conditions, a milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds thirty (30) calendar days.

H. Construction Vehicles

The Contractor's vehicles shall travel in the direction of normal roadway traffic and shall not reverse direction except at intersections, interchanges, or approved temporary crossings. The Contractor may submit a plan requesting that construction traffic be allowed to travel in the opposite direction of normal traffic when it would be desirable to modify traffic patterns to accommodate specific construction activities.

Prior approval of the Engineer shall be obtained before any construction traffic is allowed to travel in a reverse direction. If the Contractor's submittal is approved, the construction traffic shall be separated from normal traffic by appropriate traffic control devices.

The parking of Contractor's and/or workers' personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the WTCS to ensure that any vehicle present at the worksite is necessary for the completion of the Work.

I. Environmental Impacts

The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties.

J. Existing Street Lights

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

K. Nighttime Work Lighting

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

L. Removal/Reinstallation of Miscellaneous Items

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by specific pay item, they shall be removed, stored and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.

150.3.02 Personnel – Worker Safety Apparel

In accordance with MUTCD [\(6D.03\)](#) [\(6C.04\)](#) all workers, within the right-of-way who are exposed either to traffic or to work vehicles and construction equipment within the TTC zone, shall wear high-visibility safety apparel that meets the Performance Class 2 or better.

150.3.03 Signage - General

A. Signing Requirements of the Temporary Traffic Control (TTC) Plan

When existing regulatory, warning or guide signs are required for proper traffic and pedestrian control, the Contractor shall maintain these signs in accordance with the TTC plan. The Contractor shall review the status of all existing signs, interim signs added to the Work, and permanent sign installations that are part of the work to eliminate any conflicting or non-applicable signage in the TTC Plan. The Contractor's review of all signs in the TTC Plan shall establish compliance with the requirements of the MUTCD and Section 150. Any conflicts shall be reported to the Engineer immediately and the WTCS shall take the necessary measures to eliminate the conflict.

The Contractor shall make every effort to eliminate the use of interim signs as soon as the Work allows for the installation of permanent signs.

All existing illuminated signs shall remain lighted and be maintained by the Contractor. Existing street name signs shall be maintained at street intersections.

Refer to section 150.2.05.B. Sign Blanks and Panels for size and material requirements.

B. Conflicting or Non-Applicable Signs

Any sign(s) or portions of a sign(s) that are not applicable to the TTC plan shall be covered so as not to be visible to traffic or shall be removed from the roadway when not in use. The WTCS shall review all traffic shifts and changes in the traffic patterns to ensure that all conflicting signs have been removed. The review shall confirm that the highest priority signs have been installed and that signs of lesser significance are not interfering with the visibility of the high priority signs. High priority signs include signs for road closures, shifts, detours, lane closures and curves. Any signs, such as speed zones and speed limits, passing zones, littering fines and litter pick up, that reference activities that are not applicable due to the presence of the Work shall be removed, stored and reinstalled when the Work is completed.

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under Subsection 150.7.01.

C. Removal of Existing Signs and Supports

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be stored and protected if this material will be required later in the Work as part of the TTC plan. If the signs are not to be utilized in the Work, then the signs will become the property of the Contractor unless otherwise specified in the Contract documents.

D. Interim Guide, Warning and Regulatory Signs

Interim guide, warning, or regulatory signs required to direct traffic and pedestrians shall be furnished, installed, reused, and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, Special Conditions, or as directed by the Engineer. These signs shall remain the property of the Contractor. When the signs are used for long-term stationary operations as defined MUTCD [\(6G.02\)](#), the bottom of all interim signs shall be mounted seven feet (7') to eight feet (8') above the level of the pavement edge or sidewalk. The signs offset should be six feet (6') to twelve feet (12') from the pavement edge or two feet ($\geq 2'$) minimum for sidewalks according to MUTCD [\(6F-1\)](#) [\(6G-1\)](#), [6H-1](#), and [6I-1](#). Special Conditions under Subsection 150.6 may modify this requirement.

Portable signs may be used when the duration of the Work is less than three (3) days or as allowed by the special conditions in Subsection 150.6. Portable interim signs shall be mounted a minimum of one foot ($\leq 1'$) above the level of the pavement edge for directional traffic of two (2) lanes or less and at seven feet (7') for directional traffic of three (3) or more lanes according to MUTCD [\(6F-2\)](#). Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements.

All sign blanks shall be rigid whether the sign is mounted as a portable sign, on a Type III barricade or as a permanent mount height sign. Utilities and their subcontractors working in the project limits, and not included in the project Contract, may use non-rigid signs.

E. Existing Special Guide Signs

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of [Subsection 150.3.E.2](#). Differing legend designs shall not be mixed in the same sign.

1. Special Guide Signs

Special guide signs are those expressway or freeway guide signs that are designed with message content (legend) that applies to a particular roadway location. When an existing special guide sign is in conflict with work to be performed, the Contractor shall remove the conflicting sign and reset it in a new, non-conflicting location which has been approved by the Engineer.

2. Interim Special Guide Signs

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in [Chapter 2E "Guide Signs – Freeway and Expressway"](#) of the MUTCD. All interstate shields on these signs shall be 48 inches and 60 inches for two-numeral and three- numeral routes, respectively.

The road name of the exit or route shield shall be placed on the exit gore sign.

3. Interim Overhead Guide Sign Structures

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required, the sign shall be lighted as soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desire connection to the power source.

4. Permanent Special Guide Signs

The installation of new permanent special guide signs and the permanent modification or resetting of existing special guide signs, when included in the Contract, shall be accomplished as soon as practical to minimize the use of interim special guide signs. If lighting is required by the Plans, all new permanent overhead special guide signs shall be lighted as soon as erected.

F. Stop Sign Regulated Intersections

For intersections that utilize stop sign(s) to control the flow of traffic and to restrict the movement of vehicles, the stop sign(s) shall be maintained for the duration of the Work or until such time that the stop condition is eliminated or until an interim or permanent traffic signal can be installed to provide proper traffic control. The traffic signal shall be installed and properly functioning before the removal of the existing stop sign(s) is permitted. If the existing intersection is enhanced traffic control features, such as stop lines, double indicated stop signs, oversized signs, advanced warning stop ahead signs, rumble strips on the approaches or flashing beacons located overhead or on

the shoulders then these features shall be maintained for the duration of the project or until the permanent traffic control plan has been implemented.

Whenever the staging of the Work requires that the traveled way be relocated or realigned the Contractor shall reinstall all enhanced traffic control features noted above on the newly constructed sections of the Work. The cost of relocating the stop lines, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Traffic Control - Lump Sum unless individual pay items are included in the Contract for rumble strips and/or flashing beacons. When pay items are included in the Contract for rumble strips or flashing beacons then these items will be paid per each.

When staging requires the relocation or realignment of an existing stop condition, it may be necessary to consider the addition of enhanced traffic control features even though none existed at the original location. Horizontal and vertical alignment changes at a new location may have decreased or restricted sight distance or the stop condition may occur sooner than in the previous alignment. If these conditions occur, then the Engineer and/or the WTCS should consider additional measures to enhance the motorist's awareness of the changes even though the staging plans may not address enhanced features. Stop signs should be a minimum of thirty-six (36") inches for interim situations. The use of forty-eight (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 PCMS may be considered. The use of new rumble strips, where none previously existed, shall have the prior approval of District Traffic Operations before being included as part of the temporary traffic control plan. The message(s) displayed on any PCMS shall have the prior approval of the Engineer and the message(s) shall be included as part of the TTC plan for the interim staging.

The placement of any additional interim ground mounted signs and posts or stop lines shall be considered as incidental to the price bid for Traffic Control - Lump Sum. The installation of rumble strips, flashing beacons or the use of Portable Changeable Message Signs (PCMS) shall be considered as Extra Work unless pay items are included in the Contract.

G. Low Shoulder Signage

1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects

"Low Shoulder" (W8-9) signs shall be erected when a difference in elevation less than four (< 4') feet from the traveled way, exceeds one inch (> 1") but does not exceed three inches (≤ 3 ") between the travel lane and any type of shoulder. *For all projects after April 1, 2023, "Low Shoulder" (W8-9) signs shall be a minimum dimension of forty-eight inches by forty-eight inches (48"x48")*

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Low Shoulder" signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained, and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be fluorescent orange with black borders.

2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project

"Shoulder Drop-Off" (W8-17) signs shall be used when a difference in elevation, less than four feet (< 4') from the traveled way, exceeds three inches (> 3") and is not protected by positive barrier protection. These warning signs shall be placed in advance of the drop-off. *For all projects after April 1, 2023, "Shoulder Drop-Off" (W8-17) shall be a minimum dimension of forty-eight inches by forty-eight inches (48"x48")*

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Shoulder Drop-Off" signs shall remain in place until the difference in elevation is

eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained, and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be black borders on fluorescent orange background.

H. Bump Signage

A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation of three quarters ($\geq 3/4$ "") of an inch or greater in depth with no horizontal taper to ramp the traffic from one elevation to the other. This condition typically occurs at approach slabs during pavement milling operations and at transverse joints in asphaltic pavement lifts. Other conditions include utility and storm drainage repairs that require concrete placement for patching and/or steel plating. *For all projects after April 1, 2023, "Bump" sign (W8-1) shall be a minimum dimension of forty-eight inches by forty-eight inches (48"x48")*

The W8-1 sign shall be placed sufficiently in advance to warn the motorist of the condition.

I. Sign Visibility

All existing, interim, and new permanent signs shall be installed to be completely visible and legible for an advance distance in compliance with the MUTCD. Any clearing required for maintaining the line of sight to existing, interim or permanent signs shall be done as part of the requirements of the TTC plan. The clearing shall include any advance warning signs, both interim and permanent, that are installed as a part of the Work including advance warning signs that are installed outside the limits of the project. Limbs, brush, construction equipment and materials shall be kept clear of the driver's line of sight to all signs that are part of the TTC plan.

150.3.04 Advance Warning Signs

A. Project Signs - All Type of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part 6 of the MUTCD and unless noted below shall include a series of at least three advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

At grade intersecting roadways and on-ramps shall be signed with a minimum of one ROAD WORK AHEAD sign.

When work terminates at a "T" intersection, a minimum of one "ROAD WORK AHEAD" sign shall be placed in advance of the intersection and one "END ROAD WORK" sign shall be placed at the termination end of the intersection. Field conditions may require the use of additional warning signage.

1. State Routes

Advanced Warning Signs on State Routes shall be a minimum dimension of forty-eight inches by forty-eight inches (48" x 48"). When a State Route intersects a project which consists of adding travel lanes, reconstructing an existing roadway or new location work, the State Route approaches shall have a minimum of three (W20-1) advanced warning signs (1500 ft., 1000 ft., 500 ft.). The termination end of an intersecting State Route shall have END ROAD WORK signage.

The W20-1 signs shall be placed at the termini of the project or sufficiently in advance of the termini to allow for lane shifts, lane closures and other activities which may also require advanced warning signs. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

The length of a work zone should be held to the minimum length required to accomplish the Work. If a project has multiple individual worksites within the overall limits of the project, each site should be signed individually if the advance warning signs for each site can be installed without overlapping an adjacent worksite. As soon as the work is completed at any individual site, the warning signs shall be removed from that site. Clean-up work shall be performed with portable signage.

Project mileage indicated on the G20-1 sign shall be the actual project mileage rounded up to the nearest whole mile. Projects less than two (< 2) miles in length or individual worksites that are part of a multiple worksite project may delete this sign. The G20-1 sign shall be forty-eight inches by twenty-four inches (48" x 24") and the G20-2 sign shall be forty-eight inches by twenty-four inches (48" x 24").

2. Interstate, Limited Access and Multilane Divided Highways

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multi-lane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the half (½) mile, one (1) mile and two (2) mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is fifty (≤ 50) mph or less, the one-half (½) mile, one (1) mile and two (2) mile signs should be eliminated especially in urban areas.

The W20-1 advance warning signs for ROAD WORK 500 FEET; 1000 FEET; and 1500 FEET shall be temporarily covered when work involving the advanced warning signs for lane shifts and lane closures overlap these signs. The ROAD WORK 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.

3. Ramp Work on Limited Access Highways

The work zone shall not be signed for the entire length of the mainline of a limited access highway when only short individual worksites, interchange or ramp work is being performed.

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the acceleration/deceleration lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1: 1500 ft. /1000 ft. /500 ft.) shall be installed on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single forty-eight inches by forty-eight inches (48" x 48") "ROAD WORK AHEAD" (W20-1) with an "ON RAMP" plaque (W13-4p) sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the deceleration lane. Differences in elevation shall be in compliance with the requirements of Subsection 150.3.11 prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

B. Highway Work Zone

In accordance with Georgia Code, O.C.G.A. § 40-6-188, all sections or segments of the roadway under construction or reconstruction shall be signed as a Highway Work Zone except non-state highway two-lane two-way resurfacing projects. Two conditions can be applied to a Highway Work Zone. Condition 1 is when no reduction in the existing speed limit is required. Condition 2 is when worksite conditions require a reduction of the speed limit through the designated Work Zone. Properly marking a Highway Work Zone shall include the following minimum requirements:

1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone

- a. Signage shall be posted at the beginning point of the Highway Work Zone warning the traveling public that increased penalties for speeding violations are in effect. The beginning point of Highway Work Zone is at the project limits, start of work zone, or at the start of the first taper. The HWZ-2 sign shall be placed a minimum of 600 feet in advance of the Highway Work Zone and shall not be placed more than 1000 feet in advance of the Work Zone. If no speed reduction is required, it is recommended that the HWZ-2 be placed at 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.

HWZ-2 signs shall be placed at intervals not to exceed one mile for the length of the project. HWZ-2 signs should be placed on the mainline after all major intersections except State Routes. State Routes shall be signed as per the requirements for intersecting roadways below.

- b.** The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.
- c.** Intersecting state routes shall be signed in advance of each intersection with the Work Zone with an HWZ-2 sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with HWZ-2 signs. As soon as the work operation clears the intersection, the signage may be removed.
- d.** Sign HWZ-3 shall be posted at the end of the Highway Work Zone indicating the end of the zone and indicating that increased penalties for speeding violations are no longer in effect.
- e.** When a designated Highway Work Zone is no longer necessary, all signs shall be removed immediately.

2. Reducing the Speed Limit in a Highway Work Zone

Highway Work Zone signs shall be posted as required in Condition 1 above and in accordance with Detail 150- C.

A "Reduced Speed Ahead" sign shall be posted 600 feet prior to the reduced speed limit.

Then a "Speed Limit" signage (R2-1) for the reduced speed limit shall be erected at the beginning of the Work Zone. Additional signs shall be placed at whichever is least:

- a.** on non-interstate roads after every junction with a numbered (state or U.S.) route.
- b.** on interstates entrance ramp 1,500 feet from the end of the entrance taper. Detail 150-D
- c.** on non-interstate and interstate, a maximum spacing of no greater than one (1) mile apart.

On interstates and multi-lane divided highways, the speed limit signs shall be double indicated when the reduced speed is in use.

Additional signs may be necessary to adjust for actual field conditions.

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

When any one or more of the following conditions exist and the existing speed limit is sixty-five (65) mph or seventy (70) mph, the speed limit shall be reduced by ten (10) mph. If the existing speed limit is sixty (60) mph, the speed limit should be reduced by five (5) mph. If the existing speed limit is fifty-five (≤ 55) mph or less, the Contractor can only reduce the speed limit with the prior approval of the Engineer. The reduction in the speed limit shall be no greater than ten (10) mph:

- a)** Lane closure(s) of any type and any duration.
- b)** The difference in elevation exceeds two inches ($> 2''$) adjacent to a travel lane as shown in Subsection 150.3.11, Detail 150-E, Detail 150-F.
- c)** Any areas where equipment or workers are within ten feet (10') of a travel lane.
- d)** Temporary portable concrete barriers located less than two feet (2') from the traveled way.
- e)** As directed by the Engineer for conditions distinctive to this project.

When the above conditions are not present, the speed limit shall be immediately returned to the existing posted speed limit. A speed reduction shall not be put in place for the entire length of the project unless conditions warranting the speed reduction are present for the entire project length. All existing speed limit signs within the temporary speed reduction zone shall be covered or removed while the temporary reduction in the speed limit is in effect. All signs shall be erected to comply with the minimum requirements of the MUTCD.

At a minimum, the following records shall be kept by the WTCS:

- a) Identify the need for the reduction.
- b) Record the time of the installation and removal of the temporary reduction.
- c) Fully describe the location and limits of the reduced speed zone.
- d) Document any accident that occurs during the time of the reduction.

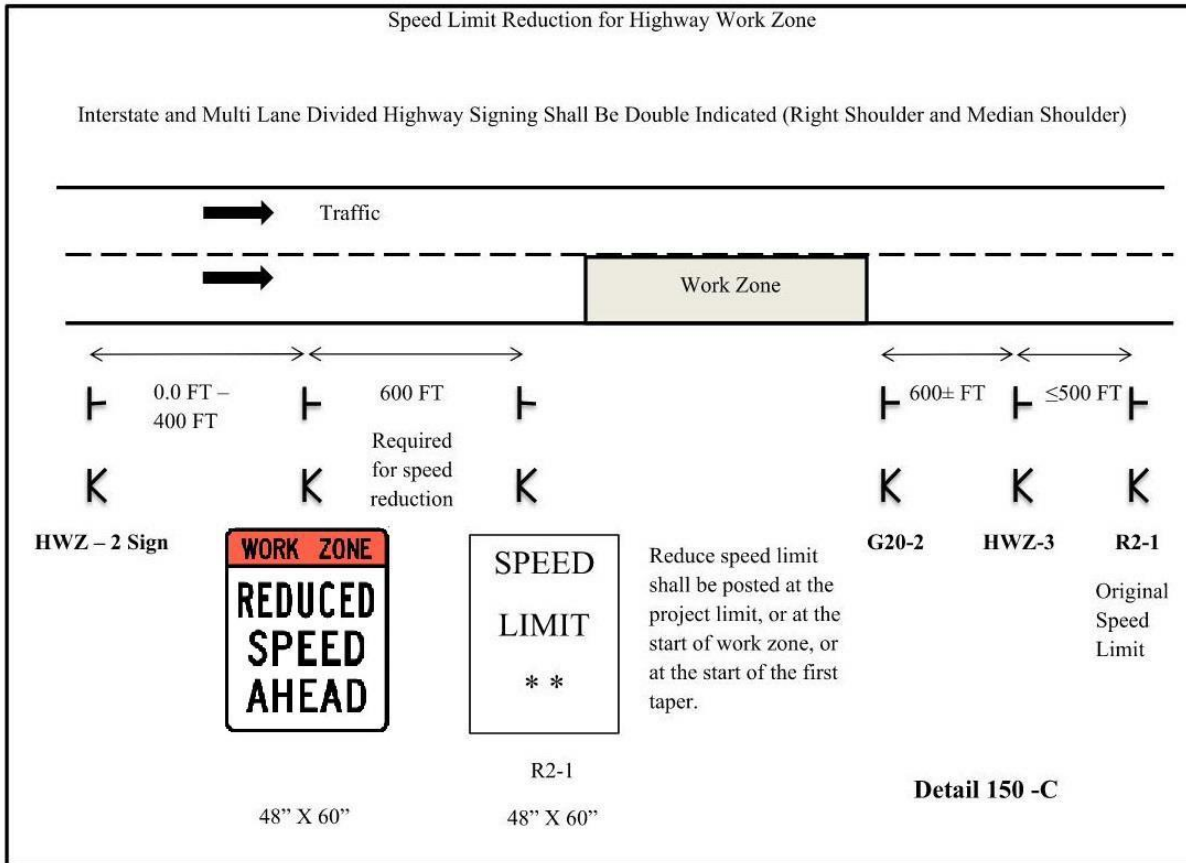
A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

When a pilot vehicle is used on a two-lane two-way roadway, the speed limit should not be reduced. For special conditions specific to the Work, on two-lane two-way roadways or multi-lane highways, the Contractor may reduce the posted speed limit with the prior approval of the Engineer.

3. Variable Speed Limit Zones

Projects that are within or extends into variable speed limit zones shall be posted according to condition 1 with HWZ-1, HWZ-2, and HWZ-3 signs. No additional "speed limit" signs, (R2-1), shall be posted. Any reduction or increase in speed limits will be controlled by the normal operation of the variable speed limit system.

Upon request, a maximum speed limit of fifty-five (55) mph may be set for the project limits.





HWZ-2;

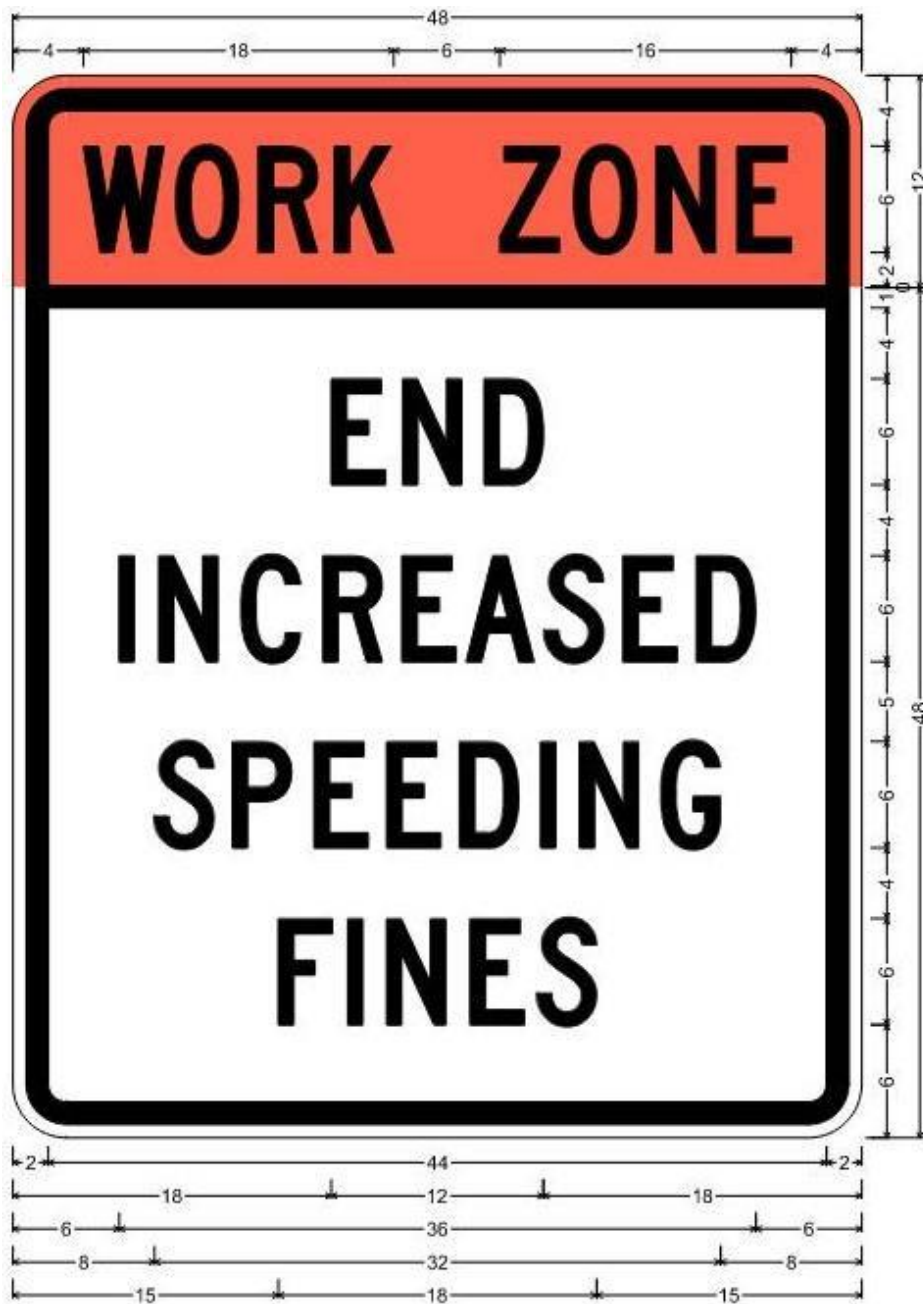
3" Radius, 1" Border, 1" Indent, Black on Fluorescent orange;
 "WORK ZONE", C 2K specified length;

3" Radius, 1" Border, 1" Indent, Black on White;
 "SPEEDING", C 2K specified length; "FINES", C 2K specified length;
 "INCREASED", C 2K specified length;

3" Radius, 1" Border, 1" Indent, Black on White;
 "MINIMUM", D 2K specified length; "FINE \$100", D 2K specified length;

HWZ-2

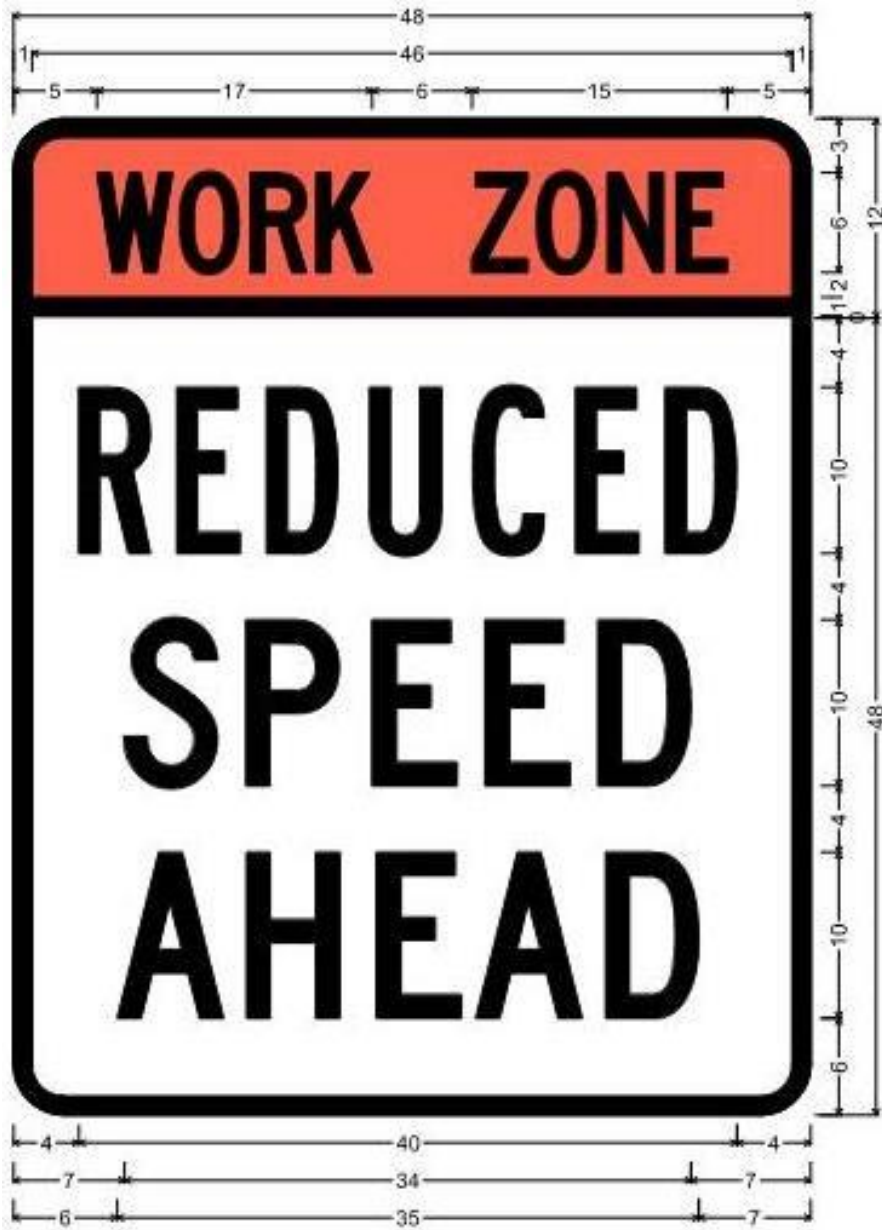
1. All HWZ-2 sign panels shall be rigid.
2. The size of the HWZ-2 sign shall not be reduced for use on two-lane roadways.



HWZ-3;
 3" Radius, 1" Border, 1" Indent, Black on Fluorescent orange;
 "WORK ZONE", C 2K specified length;
 3" Radius, 1" Border, 1" Indent, Black on White;
 "END", C 2K specified length; "INCREASED", C 2K specified length;
 "SPEEDING", C 2K specified length; "FINES", C 2K specified length;

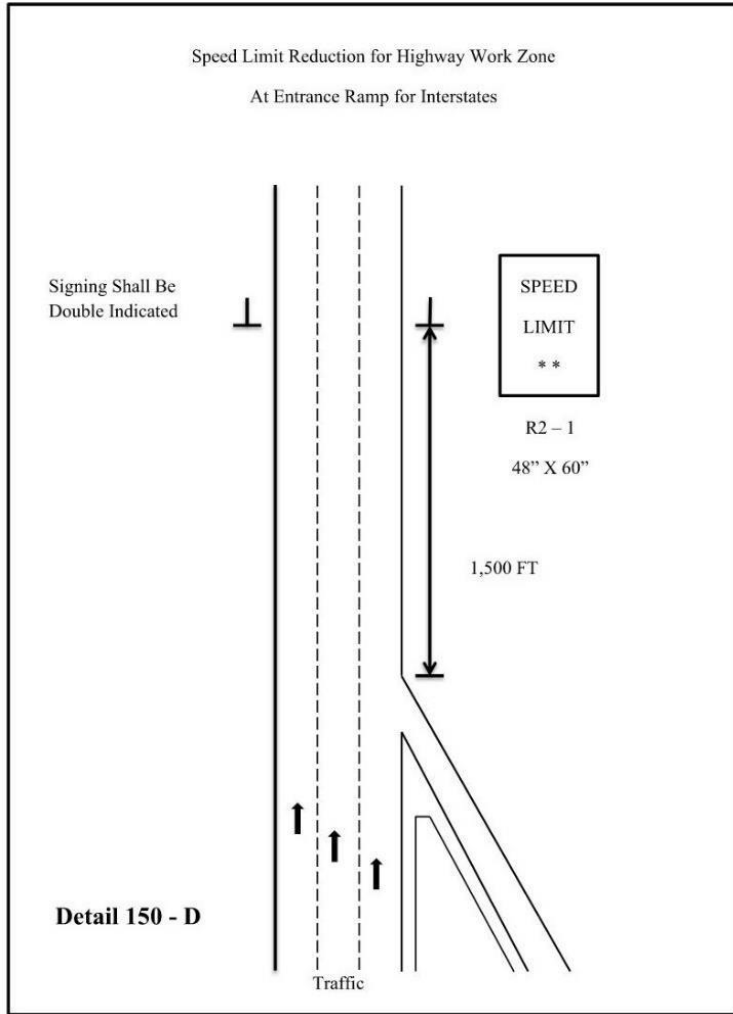
HWZ-3

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.



3" Radius, 1" Border, Black on Fluorescent orange;
 "WORK", C 2K 60% spacing; "ZONE", C 2K 60% spacing;

3" Radius, 1" Border, Black on White;
 "REDUCED", B 2K; "SPEED", C 2K; "AHEAD", C 2K;



C. Installation/Removal of Work Area Signage

No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the Project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven (≤ 7) calendar days after beginning installation.

All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate, shall be removed or covered.

All construction warning signs shall be removed within seven (≤ 7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (> 10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

CORRECTIVE LIST WORK: Portable signs shall be utilized to accomplish the completion of all corrective list items, if the corrective list is the only work being performed. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the corrective list only work, except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the corrective 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 150.7.01.

150.3.05 Shoulder/Lane Closures

A. Approval/Restrictions

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

1. Closure Length

The length of a shoulder closure and a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of the closure based upon field conditions; however, the length of a work zone should be held to the minimum length required to accomplish the Work. Shoulder closure and Lane Closures shall not be spaced closer than one mile. The advanced warning signs for the Project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

2. Duration

The first (7) calendar days in an Urban area and the first three (3) calendar days in a Rural area of any lane closure shall be signed and marked as per Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" or Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway". However, lane closures that exist for a duration longer than three (> 3) calendar days may be signed and marked as per the details in Georgia Standard 9121 "Tapers, Signs, and Markings for Passing Lanes", provided the prior approval of the Engineer is obtained. The approved lane drop shall utilize a PCMS and only the signs and markings shown for the termination end of the lane drop in Georgia Standard 9121. All warning signs in the lane drop sequence shall be used. Drums may be substituted for the Type I Crystal Delineators at the same spacing.

B. Shoulder Closures

In accordance with MUTCD (6N.06), when paved shoulders, having a width of eight feet ($\geq 8'$) or more are closed, at least one (1) advance warning sign shall be used. The sign(s) should read SHOULDER CLOSED (W21-5a). The signs are only posted on the side with the shoulder closure. Where the downstream end of the shoulder closure extends beyond the distance that can be perceived by road users, a supplementary plaque bearing the message NEXT XX FEET(W16-4P) or MILES (W7-3aP) should be placed below the SHOULDER CLOSED (W21-5a) sign. These signs shall be placed 500 feet prior to the shoulder closure. For multi-shoulder closures, the Shoulder Closed sign shall be repeated after two (2) miles at 500 feet prior to the next shoulder closure.

A shoulder closure will require a shoulder taper of (1/3) L (L=merging taper length). Traffic drums shall be used for the taper. Arrow boards are not required.

If positive barriers are used to close the shoulder, the taper and drums shall be in accordance with Standard 4960, Temporary Barrier (End Treatment Options). The approach end of the barrier taper should be 10:1 or flatter slope.

C. Lane Closure

1. Advance Warning Signs

The Advance Warning signs shall be in accordance with MUTCD and Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" and Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway".

When the Temporary Traffic Control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 and 9107 should be eliminated.

For Interstate, Limited Access and Multi-lane Divided Highways, an additional PCMS shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one (1) mile ahead. No other message shall be displayed on this PCMS. The PCMS shall be placed on the outside shoulder in accordance with Detail 150-B [PCMS]. This is in addition to the other traffic control devices required by Standard 9106.

At the discretion of the Engineer, the Contractor may start placing advance warning signs a half-hour (1/2 hr.) prior to the lane closure.

2. Transition Area – Taper

Drums shall be used on all transition tapers. If traffic drums with retroreflectivity of less than type VI are used for a merge taper that exists into the night, all drums located in the taper shall have, for the length of the taper only, a six inch (6”) fluorescent orange (ASTM Type VI, VII, VIII, IX or X) reflectorized top stripe on each drum. The top six inch (6”) stripe may be temporarily attached to the drum while in use in a taper. The Engineer may allow the fluorescent orange reflectorized six inch (6”) top stripe on each drum in a merging taper to remain in place during daylight hours provided there is a lane closure(s) with a continuous operation that begins during one nighttime period and ends during another nighttime period. All drums that have the six inch (6”) top stripe permanently attached shall not be used for any other conditions.

In accordance with [MUTCD \(6B.08\)](#), the minimum length for a merging taper for a lane closure on the travel way shall be as shown in Table 150-1:

TABLE 150-1

Posted Speed Limit, MPH	Lane Width 9 Feet	Lane Width 10 Feet	Lane Width 11 Feet	Lane Width 12 Feet	Maximum Drum Spacing in Tapers, (Feet)
Minimum Taper Length (L) in Feet					
20	60	70	75	80	20
25	95	105	115	125	25
30	135	150	165	180	30
35	185	205	225	245	35
40	240	270	295	320	40
45	405	450	495	540	45
50	450	500	550	600	50
55	495	550	605	660	55
60	540	600	660	720	60
65	585	650	715	780	65
70	630	700	770	840	70
75	675	750	825	900	75

If site conditions require a longer taper, then the taper shall be lengthened to fit particular individual situations. The length of shifting tapers should be at least one-half (1/2) L.

Multiple Lane Closures:

- a.** A maximum of one (1) lane at a time shall be closed with each merging taper.
- b.** A minimum tangent length of two (≥ 2) L shall be installed between each individual lane closure taper. The tangent length is part of the transition area. Therefore, only traffic drums can be used in the tangent.

3. Activity Area

The activity area consists of a buffer and the work space. Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" states "Buffer zones of 300' minimum, 500' desirable are required for tangent sections and shall be increased for horizontal or vertical curves due to sight distance considerations"

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway" requires a fifty feet (50') buffer. The buffer shall be increased for horizontal or vertical curves due to sight distance considerations"

The channelization devices are spaced at a maximum of eighty feet (80').

4. Termination Area

Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" requires a 150 feet buffer and a minimum 200 feet downstream taper.

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway" requires 150 feet downstream taper.

D. Removal of Lane Closures

To provide the greatest possible convenience to the public in accordance with [Section 107](#), the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer. All portable signs and portable sign mounting devices shall be removed from the roadway to an area which will not allow the sign to be visible and will not allow the sign or sign mounting device to be impacted by traffic. All devices shall be stored beyond the clear zone or behind positive protection.

E. Exit and Entrance Ramps

On multi-lane highways, where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have drums placed on both sides of the ramp. This requirement will apply to any situation where traffic is shifted to contra flows or inside staging lanes to facilitate reconstruction work in the vicinity of exit and entrance ramps. The temporary ramp taper length should be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. The "EXIT OPEN" sign shown in Figure TA-42 of the MUTCD shall be utilized. For exit ramps, drums spacing shall be decreased to ten feet (10') for 200 feet in advance of the temporary gore and be decreased to ten feet (10') for the first 100 feet of the temporary gore, and throughout the exit ramp. For on-ramps, drums should be used 200 feet prior to the ramp and end 100 feet past the merge taper. The drum spacing for the on ramp may be decreased but should not obstruct the view of the drivers i.e. for the ramp vehicles.

150.3.06 Traffic Pacing Method

A. Pacing of Traffic

With prior approval from the Engineer, traffic may be paced allowing the Contractor up to twenty (20) minutes maximum to work in or above all lanes of traffic for the following purposes:

1. Placing bridge members or other bridge work.
2. Placing overhead sign structures.
3. Other work items requiring interruption of traffic.

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

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

Pilot vehicles shall travel at a safe pace speed. The Contractor shall provide a vehicle to proceed in front of the law enforcement vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared the area.

Traffic should not be permitted to stop during pacing unless approved by the Engineer.

B. Methods of Signing for Traffic Pacing

At a point not less than 1,000 feet in advance of the beginning point of the pace, the Contractor shall place a PCMS sign with the message "TRAFFIC SLOWED AHEAD EXPECT SHORT DELAY".

150.3.07 Flagging Operations

A. Flaggers

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

B. Flagger Certification

All flaggers shall meet the requirements of the [MUTCD](#) and shall have received training and a certificate upon completion of the training from one of the following organizations:

National Safety Council
American Traffic Safety Services Association (ATSSA)

On-line classes are not accepted.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

C. Flagger Appearance and Equipment

Flaggers shall wear Performance Class 2 or better for daytime activities. Flaggers shall wear Performance Class 3 or better high-visibility clothing for nighttime activities. Flagger stations shall be illuminated at night according to [MUTCD \(6M.08\)](#). They shall use a Stop/Slow paddle meeting the requirements of the [MUTCD \(6D.02\)](#) for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven feet ($\geq 7'$) minimum. The Stop/Slow paddle shall be retroreflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the [MUTCD \(6D.02\)](#). The flag shall, as a minimum, be twenty-four inches ($\geq 24"$) square and red or red/orange in color.

D. Flagger Warning Signs

Signs for flagger traffic control shall be placed in advance of the flagging operation, in accordance with the [MUTCD](#) and [Georgia Standard 9102 "Traffic Control Detail for Lane Closure on Two-Lane Highway"](#). In addition, signs at

regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

E. Pilot Vehicle Requirements

Pilot vehicles should be required during placement of bituminous surface treatment or asphaltic concrete on two- lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the [MUTCD \(6E.04\)](#).

F. Automated Flagger Assistance Devices

The Contractor may request, in writing, the use of Automated Flagger Assistance Devices (AFAD). The equipment shall meet the requirements of [MUTCD \(6L.02\)](#). As a part of this request, the Contractor shall also submit an alternate temporary traffic TTC plan in the event of a failure of the AFAD. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any AFAD will be permitted.

G. Portable Temporary Traffic Control Signals

The Contractor may request, in writing, the substitution of portable temporary traffic control signals for flaggers on two-lane two-way roadways provided the temporary signals meets the requirements of the MUTCD, [Section 647](#), and [subsection 150.2.11](#). As a part of this request, the Contractor shall also submit an alternate TTC plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

150.3.08 Traffic Signals

A. Responsibility/Cost

If the sequence of operations, staging, or the TTC plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of Traffic Control – Lump Sum.

B. Law Enforcement Officer Requirement

In accordance with Georgia law § 40-6-20, law enforcement officers shall be used to regulate and maintain traffic control at functioning signalized intersections when lane closures or traffic shifts block or restrict movements causing interference with road user flows and will not allow the activated traffic signal to guide the traffic through the signal site.

150.3.09 Mobile Operations

A mobile operation is defined by a minimum speed of three (3) mph. When pavement markings (centerlines, lane lines, and edge lines) are applied in a continuous operation by moving vehicles and equipment, the following minimum equipment and warning devices shall be required. These devices and equipment are in addition to the minimum requirements of the MUTCD.

All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two (2) flashing or rotating beacons visible in all directions. All protection vehicles shall have an arrow panel mounted on the rear. All vehicles requiring an arrow panel shall have, as a minimum, a Type B panel. All vehicle mounted signs shall be mounted with the bottom of the sign a minimum height of forty-eight inches (48") above the pavement. All sign legends shall be covered or removed from view when work is not in progress.

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

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

A protection vehicle shall follow the last work vehicle at all times and shall be equipped with a truck mounted attenuator that shall be certified for impacts not less than sixty-two (62) mph in accordance with MASH/NCHRP350 Test Level Three (3).

150.3.10 Pavement Markings

A. General

Full pattern pavement markings in conformance with Chapter 3A and 3B, except 3B.0 3, of the MUTCD are required on all courses before the roadway is opened to traffic, unless noted in this section. No passing zones shall be marked to conform to Subsection 150.3.10.D.1.b. During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

Markings on the final surface course, which must be removed, shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the Project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

1. Resurfacing Projects

Pavement markings shall be provided on all surfaces that are placed over existing markings. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing unless changes or additions are noted in the Contract. The replacement of parking spaces will not be required unless a specific item or note has been included in the Contract. Any work to make additions to the markings that existed prior to resurfacing is to be considered as extra work.

2. Widening and Reconstruction Projects

If the lane configuration is altered from the preconstruction layout then pavement markings will be as required by the Plans or the Engineer.

3. New Location Construction Projects

Pavement marking plans will be provided.

B. Installation and Removal of Pavement Markings

1. Installation

All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and preline the roadway surface for the placement of pavement markings applied as part of the TTC plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the Work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the Work.

2. Removal

Markings no longer applicable shall be removed in accordance with [Section 656](#).

The elimination of conflicting pavement markings by overpainting with unapproved paint or any type of liquid asphalt is not acceptable.

3. Intermediate Surface

Interim markings shall be removed by methods that will cause minimal damage to the pavement surface, while also ensuring that traveling public will not be confused or misdirected by any residual markings remaining on the intermediate surface. The use of approved black-out tape and black-out paint (manufactured for the sole purpose of covering existing pavement markings) may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

4. Final Surface

No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings and the interim marking will not interfere or adversely affect placement of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. [Section 400](#) shall apply when corrective measures are required. The use of black-out tape or black-out paint will not be permitted under any circumstance to correct layout errors on any final surface.

Traffic shifts that are done on the final surface shall be accomplished using interim traffic marking tape that can be removed without any blemishing of the final surface. Interim traffic marking tape shall be used on any of the following final surfaces: asphaltic concrete, Portland cement concrete, and bridge deck surfaces. The Contractor may propose alternate traffic markings and removal methods on the final surface. Submitted proposals shall include the type of material, method of removal and a cost comparison to the traffic marking tape method. Prior to any approval, the Contractor shall field demonstrate to the satisfaction of the Engineer that the proposed traffic markings can be removed without any blemishing of the final surface. If the proposal is determined to be acceptable, a supplemental agreement will be executed prior to the installation of the proposed alternate traffic markings. The supplemental agreement shall denote the type of traffic marking materials, method of removal and any cost and/or time savings to the Department. The Department will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces

When the correction of an error in the layout of the final pavement markings requires the final surface to be grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

The eradication of pavement markings on intermediate and final concrete surfaces shall be accomplished by a method that does not grind, polish, or blemish the surface of the concrete. The method used for the removal of the interim markings shall not spall chip the joints in the concrete and shall not damage the sealant in the joints. Any joint or sealant repairs shall be included in the bid price for Traffic Control-Lump Sum. The proposed method of removal shall have the prior approval of the Engineer.

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance under [Subsection 150.7.01](#).

6. Preparation and Planning for Traffic Shifts

When shifting of traffic necessitates removal of centerline, lane lines, or edge lines, all such lines shall be removed prior to, during, or immediately after any change to present the least interference with traffic. Interim traffic marking tape shall be used as a temporary substitute for the traffic markings being removed.

Before any change in traffic lane(s) alignment, marking removal equipment shall be present on the project for immediate use. If marking removal equipment failures occur, the equipment shall be repaired or replaced (including leasing equipment if necessary), so that the removal can be accomplished without delay.

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with [Section 656](#).

C. Raised Pavement Markers

Retroreflective raised pavement markers (RPMs) shall be placed as listed below for all asphaltic concrete pavements before the roadway is open to traffic, unless noted this section. On the final surface, RPMs shall be placed according to the timeframes specified in [Subsection 150.3.10.D](#) for full pattern pavement markings. When Portland Cement Concrete is an intermediate or final surface and is open to traffic, one (1) calendar day is allowed for cleaning and drying before the installation of RPMs is required.

Raised pavement markers are not allowed on the right edge lines under any situation.

Retroreflective raised pavement markers (RPMs) shall be placed and/or maintained on intermediate pavements surfaces on all highways that the final ride surface is not completed within 45 calendar days which is open to traffic. This includes all resurfacing projects along with widening and reconstruction projects. The RPMs shall be placed as follows:

1. Supplementing Lane Lines:
 - a. Eighty foot (80') center on skip lines with curvature less than three degrees. (Includes tangents)
 - b. Forty foot (40') centers on solid lines and all lines with curvature between three degrees and six degrees.
 - c. Twenty foot (20') centers on curves over six degrees.
 - d. Twenty foot (20') centers on lane transitions or shifts.
2. Supplementing Ramp Gore Lines:
 - a. Twenty foot (20') centers, two each, placed side by side.
3. Other Lines:
 - a. As shown on the Plans or directed by the Engineer.

D. Exceptions for Interim Markings

Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

1. Two-Lane, Two-Way Roadways

a. Skip Lines

If used, interim temporary tape or paint skip (broken) stripe may only be used for a maximum of three (3) calendar days. The stripes shall be at least two feet ($> 2'$) long with a maximum gap of thirty-eight feet ($\leq 38'$). On curves greater than six degrees ($>6^\circ$), a one foot ($1'$) stripe with a maximum gap of nineteen feet ($\leq 19'$) shall be used. In lane shift areas, solid lines will be required.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two foot ($2'$) interim skip stripe, three (3) markers spaced at equal intervals over a two feet ($2'$) distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

Interim raised pavement markers shall be retro-reflective, shall be the same color as the pavement markers for which they are substituted, and shall be visible during daytime.

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Testing but in no case will the markers be attached by the use of nails. Flexible reflective markers, Type 14 or Type 15, may be used for a maximum of three (3) calendar days as an interim marker. Any flexible reflective markers in use shall be from the QPL-76.

The interim raised pavement markers shall be maintained until the full pattern pavement markings are applied. At the time full pattern markings are applied the interim raised markers shall be removed in a manner that will not interfere with application of the full pattern pavement markings.

b. No Passing Zones Two-Lane, Two-Way Roadways

Passing zones shall be re-established in the locations existing prior to resurfacing unless otherwise noted in the Contract. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three (3) calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1) twenty-four inches by thirty inches ($24" \times 30"$) at the beginning and at intervals not to exceed one-half ($\leq 1/2$) mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-2) twenty-four inches by thirty inches ($24" \times 30"$) shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall be secured in such a manner to prevent misalignment and minimize the possibility of being blown over by weather conditions or traffic.

On new location projects and on projects where either horizontal or vertical alignments has been modified; the location of No-Passing Zones will be identified by the Engineer.

c. Edge lines

- Bituminous Surface Treatment Paving

Edge lines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than sixty (<60) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within thirty (≤ 30) calendar days of the time that the final surface was placed.

- All Other Types of Pavement

Edge lines will not be required on intermediate surfaces that are in use for a period of less than thirty (<30) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within fourteen (≤ 14) calendar days of the time that the surface was placed.

2. Multi-Lane Highways – With No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ($\leq 4'$)
 - a. Undivided Highways (Includes Paved Center Turn Lane)
 - Centerlines and No-Passing Barrier-Full Pattern centerlines and no-passing barriers shall be restored before opening to traffic.
 - Lane lines- Interim skip (broken) stripe as described in Subsection 150.3.10.D.1.a. may be used for periods not to exceed three (≤ 3) calendar days. Skip lines are not permitted in lane shift areas. Solid lines shall be used.
 - Edge lines- Edge lines shall be placed on intermediate and final surfaces within three (3) calendar days of obliteration.
 - b. Divided Highways (Grass or Raised Median)
 - Lane lines- Full pattern skip stripe shall be restored before opening to traffic. Skip lines are not permitted in lane shift areas. Solid lines shall be required.
 - Centerline/Edge line- Solid lines shall be placed on intermediate and final surfaces within three calendar days of obliteration.
3. Limited Access Roadways and Roadways with Paved Shoulders Greater Than Four Feet ($> 4'$)
 - a. Same as Subsection 150.3.10.D.2 except as noted in (b) below.
 - b. Edge lines-
 - Asphaltic Concrete Pavement- Edge lines shall be placed on intermediate and final surfaces prior to opening to traffic.
 - Portland Cement Concrete Pavement- Edge lines shall be placed on any surface open to traffic no later than one calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.
4. Ramps for Multi-Lane Divided Highways

A minimum of one solid line edge stripe shall be placed on any intermediate surface of a ramp prior to opening the ramp to traffic. The other edge stripe may be omitted for a maximum period of three (3) calendar days on an intermediate surface. Appropriate channelization devices shall be spaced at a maximum of twenty-five feet (25') intervals until the other stripe has been installed.

The final surface shall have both stripes placed prior to opening the ramp to traffic.

5. Miscellaneous Pavement Markings

a. Final Surface

School zones, railroads, symbols, words, arrows, and other similar markings shall be placed on final surfaces conforming to [Section 652](#) within fourteen (14) calendar days of completion of the final surface. Final markings shall conform to the type of pay item in the Plans. When no pay item exists in the Plans the final markings shall conform to [Section 652](#) for painted markings.

b. Intermediate Surface

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have the miscellaneous pavement markings installed to conform to the requirement of [Section 652](#). Under Subsection 150.6, Special Conditions, or as directed by the Engineer these markings may be eliminated.

c. Stop Line

All stop signs and traffic signals shall have temporary twelve inch (12") stop lines placed in accordance with [MUTCD \(3B. 19\)](#) on all surfaces prior to opening to traffic. Temporary tape may be used.

150.3.11 Differences in Elevations Between Travel Lanes and Shoulders

All time frames and requirements may be changed with the Engineer's approval.

A. Differences in Elevations

Difference in elevations due to construction between travel lanes and/or shoulders within the clear zone should be limited to the following:

1. Difference of two inches ($\leq 2''$) or less between adjacent travel lanes should remain for a maximum period of fourteen (14) calendar days.
2. Difference of two inches ($\leq 2''$) or less between adjacent travel lane and paved shoulder should remain for a maximum of thirty (30) calendar days. Traffic control devices shall be in accordance with [Detail 150-G](#).
3. Difference of greater than two inches ($> 2''$) is permitted for continuous operations. Traffic control devices shall be in accordance with [Detail 150-E](#).
4. Difference of greater than two inches ($> 2''$) between travel lanes and/or shoulders for non-continuous operations will not be allowed for more than a twenty-four (24) hour period. For the first twenty-four (24) hours, traffic control shall be in accordance with [Detail 150-E](#). After twenty-four (24) hours the section should be healed according to [Detail 150 – H](#). This condition can exist for a maximum sixty (60) calendar days.
 - a. A single length of area that does not exceed 1000 feet total length may be left open as a startup area for periods not to exceed forty-eight (48) hours provided the Contractor can demonstrate the ability to complete the Work in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed.
 - b. For cement stabilized base, work adjacent to the travel lane and/or shoulders shall be healed as per [Detail 150-H](#) within forty-eight (48) hours after the seven (7) calendar day curing period is complete for each section placed. During the placement and curing period, traffic control shall be in accordance [Detail 150 E](#).

Failure to meet these requirements shall be considered as non-performance of Work under [Subsection 150.7.01](#).

B. Healed Section

Healed section and traffic control devices should be placed in accordance with Detail 150-H. If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the Work with minimal waste.

Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the Specifications for gradation and quality when the material is placed in the final location.

C. Emergency Situations

Inclement weather, traffic accidents, and other events beyond the control of the Contractor may prevent the Work from being completed as required above. The Contractor shall notify the Engineer in writing stating the conditions and reasons that have prevented the Contractor from complying with the time limitations. The Contractor shall also outline a plan detailing immediate steps to complete the Work. Failure to correct these conditions on the first calendar day that conditions will allow corrective work shall be considered as non-performance of Work under Subsection 150.7.01.

D. Plating

Plating for drainage structures, utility facilities, etc. is prohibited on the interstates. Plating on State Routes and secondary roads will require the prior approval of the project Engineer. Steel plates shall not be used on highways with a posted speed greater than forty-five (45) mph. The plate shall completely cover the pavement cut or excavation. The plate shall be adequately secured and shall provide a safe and reasonable transition to the adjoining roadway surface. An asphalt wedge can be used to provide a smooth transition over the plate(s).

Temporary traffic control warning signs W8-24 shall be posted in advance warning motorist about plates in roadway in accordance with the MUTCD. Plating should not remain in place for more than four (4) calendar days.

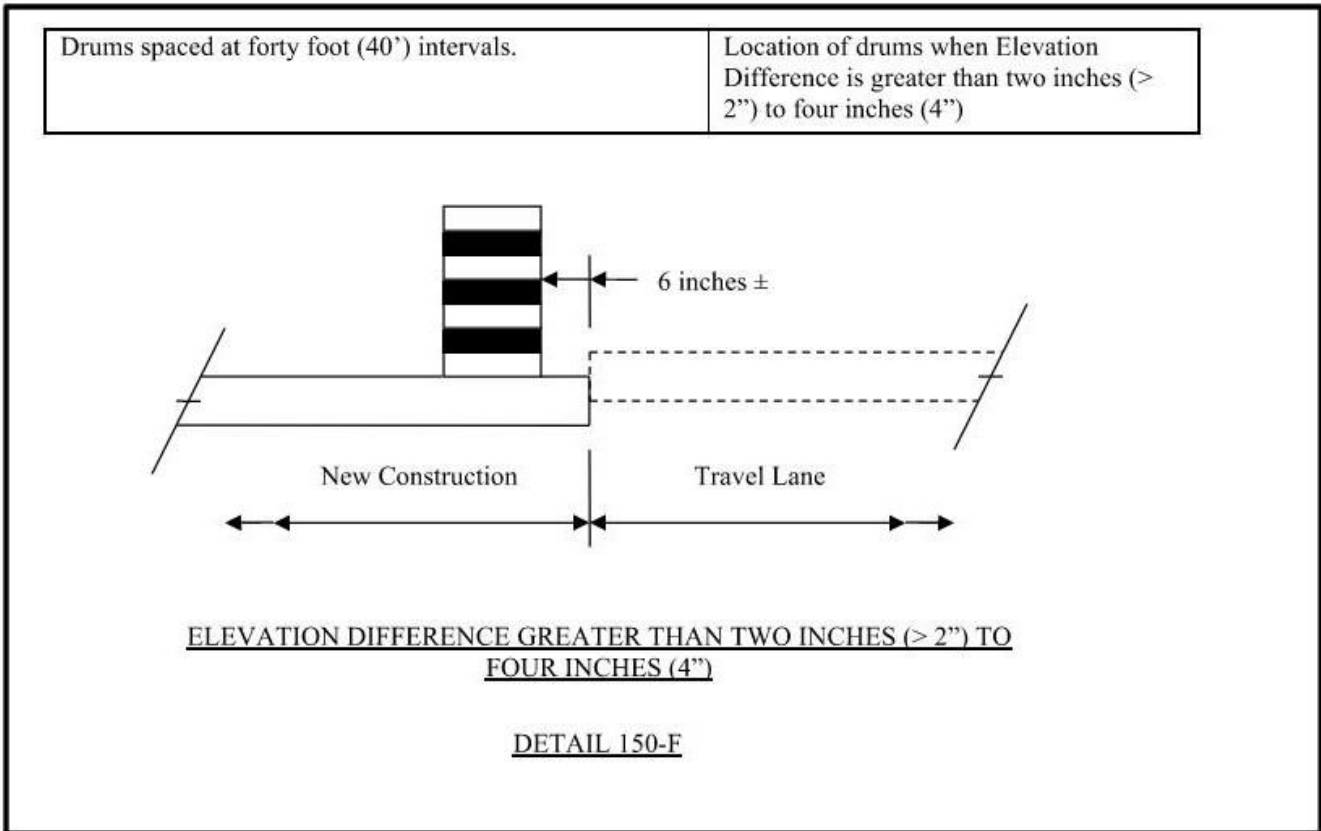
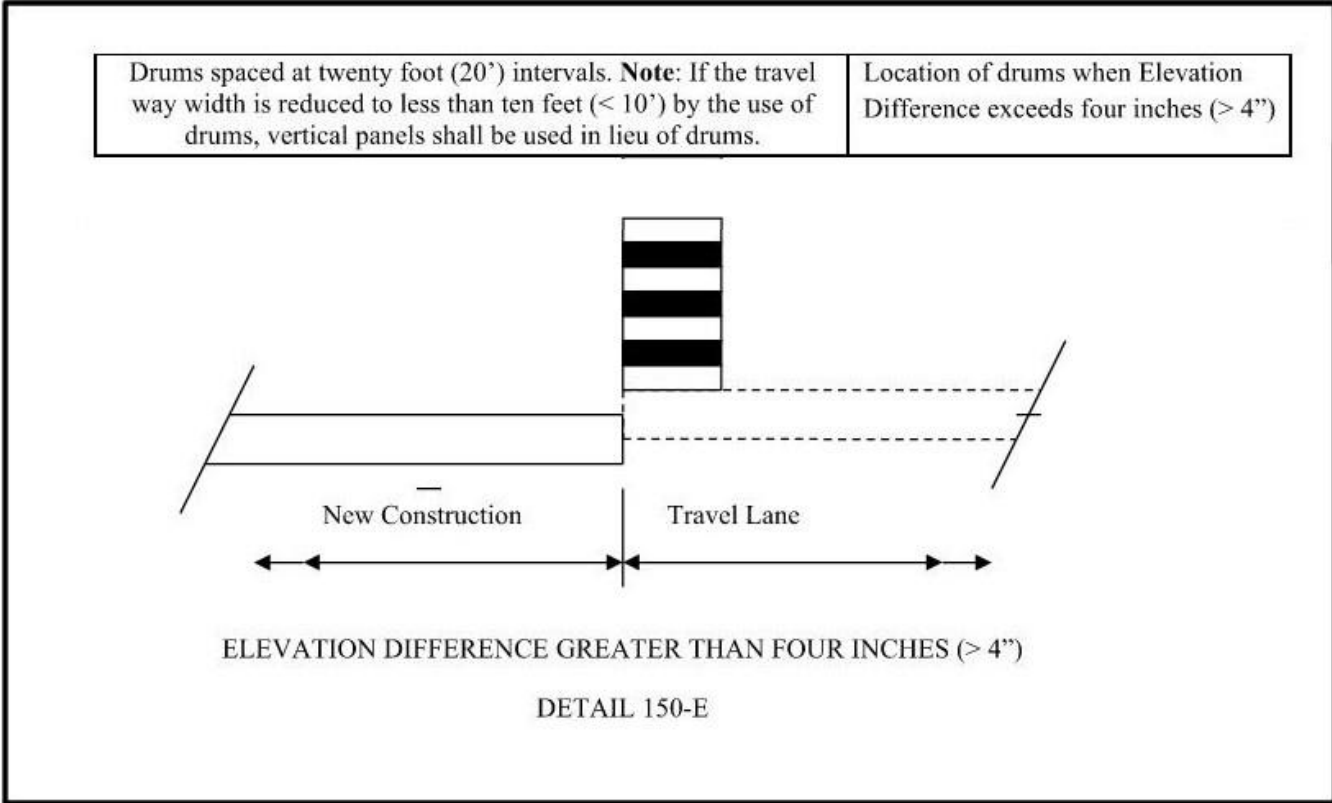
E. Asphaltic Concrete Resurfacing Projects

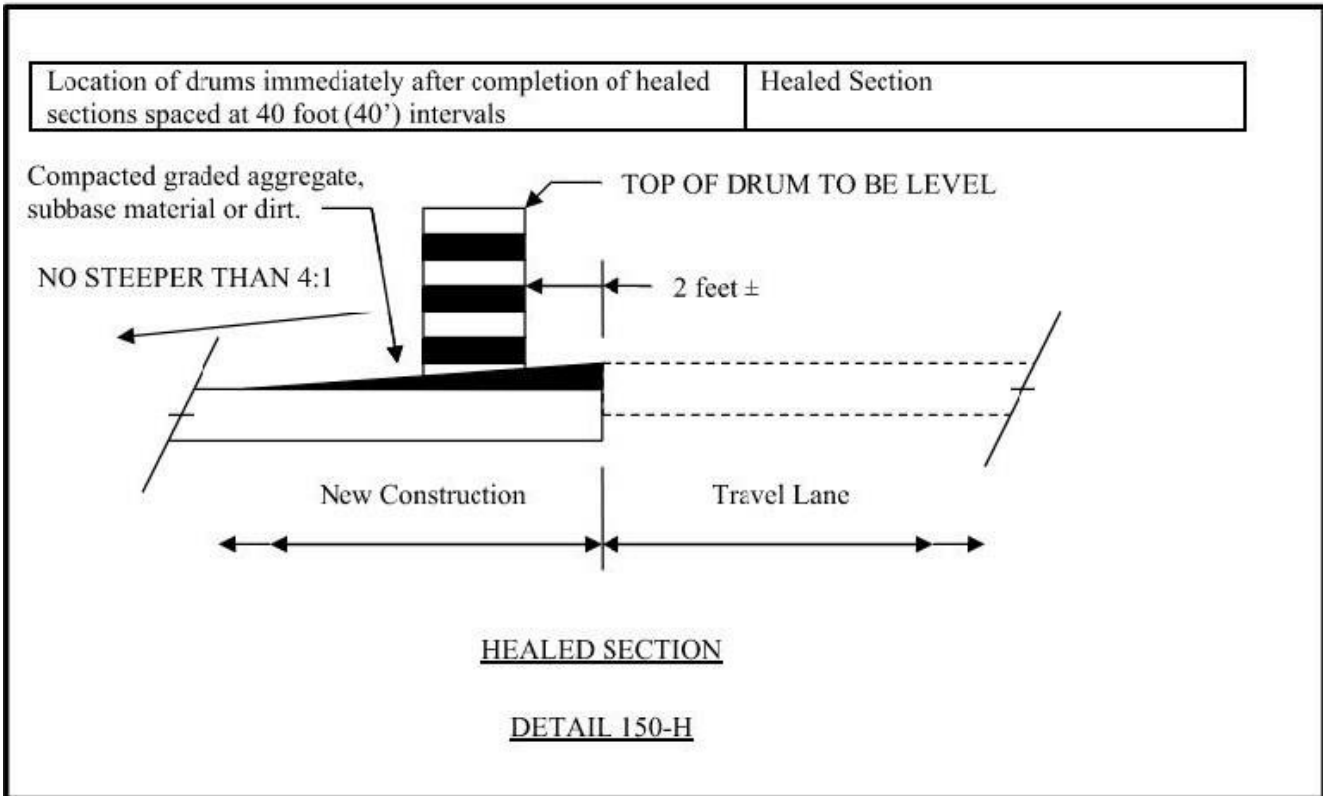
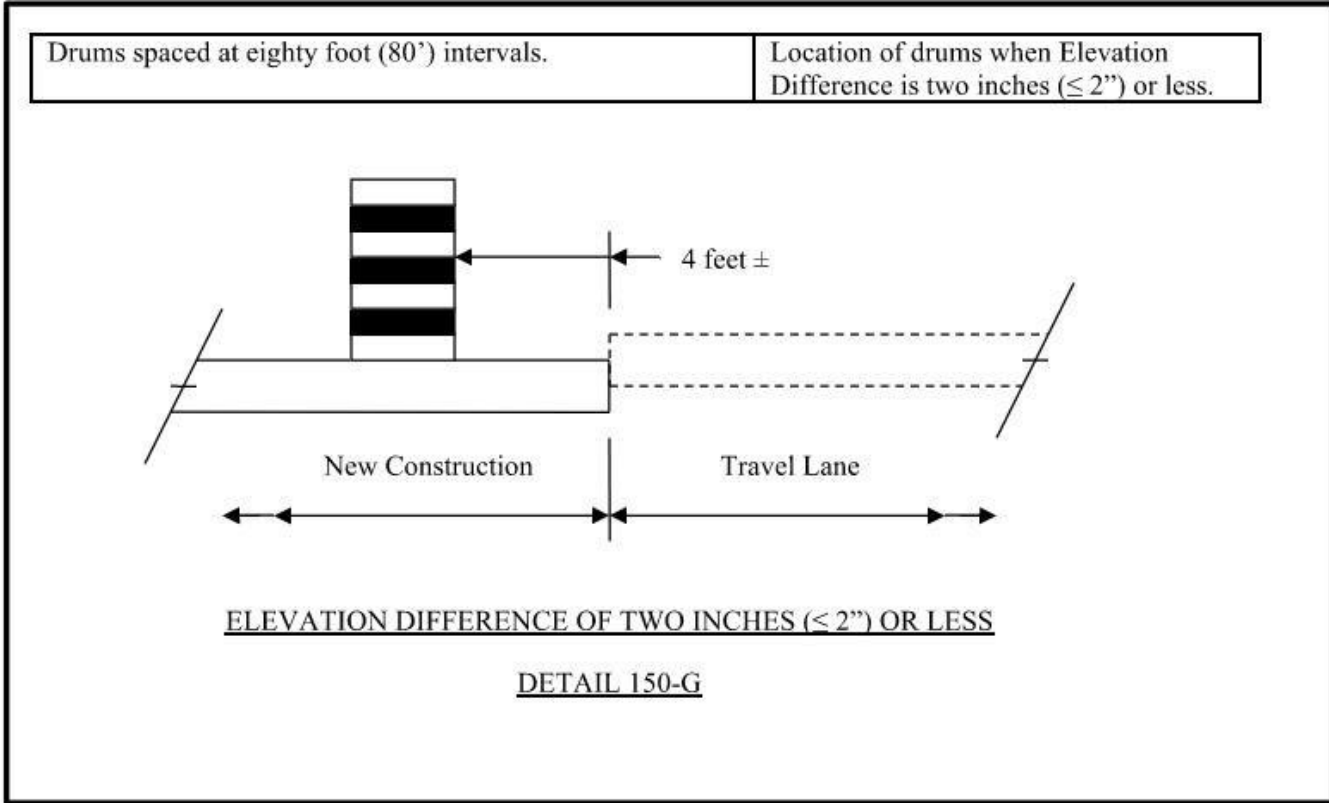
1. Shoulder Construction Included as a Part of the Contract

When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches ($> 2''$) between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet ($< 4'$) in width, the Contractor shall place and maintain drums in accordance with the requirements of Subsection 150.2.04.B.3. When the edge of the paved surface is tapered with a safety edge, drums may be spaced at two (2) times the speed limit in MPH. Drums shall remain in place and be maintained until the difference in elevation has been eliminated by the placement of the appropriate shoulder materials.

2. Shoulder Construction Not Included as a Part of the Contract

When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches ($> 2''$) between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet ($< 4'$) in width, the Contractor shall notify the Engineer, in writing, when the resurfacing work including all corrective list items has been completed.





150.3.12 Work Zone Law Enforcement

Work zone law enforcement consists of utilizing a uniformed law enforcement officer equipped with patrol vehicle and blue flashing lights to enforce traffic laws in construction work zones and the administration of this service. Payment for work zone law enforcement will be made only for the utilization in work zones during lane closures, traffic pacing, or other activities that occur within travel lanes. The Contractor will be responsible for negotiating a rate of reimbursement and making reimbursement to that law enforcement agency.

The Contractor will be responsible for coordinating and scheduling the utilization of the work zone law enforcement. The Engineer may require the use of work zone law enforcement at specific times and locations.

Work zone law enforcement will be required in all work zones during lane closures, traffic pacing, or other activities that occur within travel lanes on the interstate.

150.4 Measurement

150.4.01 Traffic Control Items

A. Traffic Control

When listed as a pay item in the Proposal, payment will be made at the lump sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of twenty-five percent (25%) of the lump sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus twenty-five percent (25%) will be paid (less previous payments), not to exceed one hundred percent (100%).

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Temporary Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately but shall be included in the overall bid submittal.

B. Changeable Message Sign, Portable

Portable changeable message sign will be measured as specified in [Section 632](#).

C. Flashing Beacon Assembly

Flashing beacon assemblies will be measured as specified in [Section 647](#).

D. Pavement Markings

Pavement markings will be measured as specified in Section 150.

E. Portable Impact Attenuators

Each portable impact attenuator will be measured by the unit/array which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacturer for repairing accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.

F. Signs

When shown as a pay item in the Contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submitted.

1. Interim ground mounted or interim overhead special guide signs will be measured for payment by the square foot. This payment shall be full compensation for furnishing the signs, including supports as required, erecting, illuminating overhead signs, maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.
2. Remove and reset existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.
3. Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

G. Temporary Audible Information Device

Temporary audible information devices are measured as the actual number furnished and installed in accordance with the manufacturer's recommendations, which shall include all necessary materials, equipment, labor, site preparation, maintenance, and removal. Each temporary audible information device will be paid for only one time regardless of the number of times it's reused during the duration of the Work. These devices shall remain the property of the Contractor.

H. Temporary Barrier

Temporary barrier shall be measured as specified in [Sections 620](#).

I. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted, which shall include all necessary materials, equipment, labor, site preparation, maintenance, and removal. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

J. Temporary Guardrail Anchorage, Type 12

Temporary guardrail anchorage- Type 12 will be measured by each assembly, complete in place and accepted according to the details shown in the Plans, which shall also include the additional guardrail and appurtenances necessary for transition and connection to temporary concrete barrier. Payment shall include all necessary materials, equipment, labor, site preparation, maintenance, and removal.

K. Temporary Walkways with Detectable Edging

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance, and removal. Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

L. Traffic Signal Installation- Temporary

Temporary traffic signal installation will be measured as specified in [Section 647](#).

M. Work Zone Law Enforcement

When work zone law enforcement is shown as a pay item, work zone law enforcement will be measured for payment by the hour. The Contractor shall provide a daily work record containing the actual number of hours charged by the law enforcement officer. The daily work record shall be compiled on a form provided by the Department, signed by the law enforcement officer, signed by the Contractor's Worksite Traffic Control Supervisor attesting that the law enforcement was utilized during the time recorded, and then submitted to the Engineer.

Work zone law enforcement will be measured for payment by the hour up to the maximum number of hours included in the Contract. The Engineer may at their discretion increase the maximum number of hours.

Payment shall be full compensation for reimbursing the law enforcement agency and for all cost incurred by the Contractor in coordinating, scheduling, and administering the item work zone law enforcement.

If no work zone law enforcement pay item is included in the Contract, then all work zone law enforcement cost shall be included in Traffic Control – Lump Sum.

150.5 Reserved

150.6 Special Conditions

Special Conditions, if used, will be included elsewhere in the Contract.

150.7 Payment

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

Item No. 150	Traffic control -	Lump Sum
Item No. 150	Traffic control, solid traffic stripe ___inch, (color)	Per linear mile
Item No. 150	Traffic control, skip traffic stripe ___Inch, (color)	Per linear mile
Item No. 150	Traffic control, solid traffic stripe, thermoplastic 24 inch, color	Per linear mile
Item No. 150	Traffic control, raised pavement markers –all types	Per each
Item No. 150	Remove and reset, existing special guide signs, overhead, complete-in-place	Per each
Item No. 150	Temporary walkways with detectable edging	Per linear foot
Item No. 150	Temporary curb cut wheelchair ramps	Per each
Item No. 150	Temporary audible information device	Per each
Item No. 150	Work Zone Law Enforcement	Per hour

150.7.01 Enforcement and Adjustments

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 - Traffic Control will result in non-refundable deductions of monies from the Contract as shown in this Subsection for non-performance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project except erosion control and traffic control, taking corrective action as specified in [Section 105](#), and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$250
\$100,000	\$1,000,000	\$650
\$1,000,000	\$5,000,000	\$1,300
\$5,000,000	\$20,000,000	\$2,000
\$20,000,000	\$40,000,000	\$2,600
\$40,000,000	\$-----	\$4,000

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 150—Traffic Control

Delete Subsection 150.5 and add the following:

150.5 Statewide or National Elections

A. Lane Closures

In conformance with Executive Order 14019, Access to Voting, issued on March 7, 2021, no lane closures or activities that inhibit pedestrian travel shall be allowed with one (1) mile of any polling place between the hours of 6:00 AM and 7:00 PM during statewide or national elections.

Failure to adhere to the above restrictions specified will result in the assessment of non-refundable deductions as specified in Special Provision 150.7.01.

**DEPARTMENT OF TRANSPORTATION
 STATE OF GEORGIA
 SPECIAL PROVISION**

**P.I. No.: 0017812
 FAYETTE COUNTY**

SECTION 150 – TRAFFIC CONTROL

Delete Subsection 150.6 and add the following:

150.6 Special Conditions:

A. Lane Closures

No complete roadway closures are permitted. Contractors shall maintain local access and roadway traffic with temporary lane closures and traffic control. The County (and municipalities) work hours are 8:00am to 5:00pm Monday through Friday. Any night work or weekend work requires prior written approval from the governing municipality. No work or lane closures are permitted within a school zone during the times posted on the sign.

B. Detour

Detours and complete roadway closures are not permitted. Contractors shall maintain local access and roadway traffic with temporary lane closures and traffic control.

C. Maintaining School Flashing Beacons Assembly

The Contractor shall maintain the existing school flashing beacon assembly within the Project Limits at all times. This may require the installation of temporary poles, conduit, wire, and temporary relocation until the new school flashing beacon assembly can be activated. Failure adhere to the restrictions will result in the assessment of damages as listed in Special Provision 108.08.E

D. Miscellaneous:

1. Milled Surfaces:

The Contractor shall cover milled surfaces within **(3)** days.

2. Portable Signs:

For this project, the advance warning signs specified in Subsection 150.3.04 shall be portable signs.

3. Earth Shoulder Filling:

The Contractor shall complete earth shoulder filling operations within **(30)** days.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**P.I. No.: 0017812
FAYETTE COUNTY**

**Modified for Kelly Drive and Dogwood
Trail Application**

Section 315—Cement Stabilized Reclaimed Base Construction (CSRB)

Replace Section 315 with the following:

315.1 General Description

This work includes constructing a cement stabilized base course by pulverizing the existing flexible pavement, underlying base and subgrade, and mixing with Portland cement. Construct according to these specifications and to the lines, grades, thickness, and typical cross-sections shown on the plans or established by the Engineer.

315.1.01 Related References

General Provisions 101 through 150

A. Standard Specifications

Section 109—Measurement and Payment

Section 301—Soil Cement Construction

Section 412—Bituminous Prime

Section 814—Soil Base Materials

Section 821—Cutback Asphalt

Section 824—Cationic Asphalt Emulsion

Section 830—Portland Cement Section

880—Water

B. Referenced Documents

GDT 19 – Determining Maximum Density of Soil-Cement mixtures

GDT 20 – Determining Field Density of soils with <45% retained on the No. 10 sieve and < 10% retained on the 1 in. sieve

GDT 21 - Determining Field Density of soils containing >45% retained on the No.10 sieve or >10% retained on the 1 in. sieve

GDT 59 - Testing Density of roadway materials with Nuclear Gauge

GDT 65 – Laboratory Design of Soil-Cement and Cement Stabilized Graded Aggregate

GDT 67 – Family of Curves Method for determining Maximum Density of soils

GDT 86 – Determining the compressive strength of Cement Stabilized Base cores taken from the roadway

315.1.02 Submittals

Prior to construction, submit a Construction Work Plan to the Engineer consisting of the proposed equipment, materials, and operation procedures. If the Engineer determines that the work plan is not satisfactory, revise the procedures and augment or replace equipment, as necessary, to complete the work.

315.1.03 Mix Design

The mix design for this project has been completed and will require 47 #/sy of Portland Cement on Dogwood Trail and 56 #/sy of Portland Cement on Kelly

Drive and must be from an approved source listed on GDOT’s Qualified Products List/QPL3. The mixing of cement treated base course shall be performed to a depth of 10”. The maximum dry density is 127.4 and the optimum moisture content is 8.2% for Dogwood Trail and 116.9 and 7.9 for Kelly Drive.

315.2 Materials

Ensure that materials meet the requirements of the following GDOT Standard Specifications:

Material	Section
Blotter material (sand)	412.3.05.G.3
Soil Base Material	814.2.02
Cutback asphalt, RC-30, RC-70, RC-250 or MC-30, MC-70, MC-250, CSS-1h, AE-P, CRS-2	821.2.01
Portland Cement (Type I or Type II)	830.2.01
Water	880.2.01

315.3 Construction Requirements

315.3.01 Personnel

Ensure that only experienced and capable personnel operate equipment.

315.3.02 Equipment

Equipment used in CSRБ construction must meet the following requirements and be approved by the Engineer prior to the beginning of construction. All equipment shall be in satisfactory condition and capable of its intended purpose. The Engineer may at any time reject any equipment that is deemed unsafe, erratic, or produces an inadequate performance.

Note: Equipment type, size, operation and condition are subject to the Engineer’s approval and must be adjusted and/or replaced upon their request.

A. Reclaimer

CSRБ will require a reclaimer unit that meets the following requirements:

1. Designed expressly for reclamation capable of pulverizing and mixing through asphaltic pavement, granular/soil base, Subbases, and subgrade down to depths of at least 12 in. (300mm).
2. Having a cutting drum with a minimum width of 8 ft. (2m).

3. Capable of continuously mixing materials to a homogenous blend and at a consistent depth.
4. Powered by an engine of at least 500 horsepower with steerable front and rear wheels.
5. Controlled by an electronic metering system capable of injecting mix water directly into the mixing chamber and has automatic sensors to monitor water application and mixing depth.

B. Spreader

For CSRB construction, use a cyclone-type mechanical spreader or its equivalent that will spread Portland cement in a relatively dust-free process. Spreader must have an electronic or mechanical metering system which monitors the application rate.

Note: The use of pneumatic tubes to transfer cement or lime directly onto the roadway will not be allowed.

C. Additional Equipment (Water Truck, Compaction and Grading equipment, and Prime Distributer)

Additional equipment necessary to complete the work must be in satisfactory condition and proper for its intended purpose. Compactive equipment includes a sheep’s foot roller, vibratory steel wheel roller and a pneumatic rubber tire roller. Use the correct size/type rollers or combination thereof that is capable of achieving the required density. A pressure distributor that complies with GDOT Standard Specifications/Subsection 424.3.02.B will be required to apply the bituminous prime coat.

Note: Equipment type, size, operation and condition are subject to the Engineer’s approval and must be adjusted and/or replaced upon their request.

315.3.03 Preparation

Prior to commencing reclaiming operations, blade grass and excess soil a minimum of 12 in. (300mm) from the edge of pavement. Locate, mark and preserve existing centerline, manholes, and utilities (gas, water, and electric lines). Relocate mailboxes and other appurtenances within such proximity to the roadway as to risk damage or interfere with the work. Remove sections of driveway aprons in the right-of-way where necessary to permit the reclaimer to operate without damaging the machinery or driveway pavement. If necessary, saw-cut a neat parallel line to the proposed edge of pavement and remove the concrete along the road. After all work is complete, replace appurtenances to their original location as nearly as possible.

315.3.04 Construction

A. Weather Limitations

1. Mix only when the weather permits the course to be finished without interruption and within the time specified.
2. Mix materials only when the moisture of the materials to be used in the mixture meets the specified limits.
3. Begin mixing only when the air temperature is above 40°F in the shade and rising.

B. Moisture Adjustment

Adjust the moisture content of the roadway materials to within 100 to 120 percent of the optimum moisture immediately before spreading the cement. The optimum moisture content is determined by the Job Mix Design and can be adjusted by the Engineer.

C. Cement Application

1. Apply cement on days when wind will not interfere with spreading.
2. Apply cement at the rate specified on the Job Mix Design (as established by GDT-65) and mix to the depth shown on the Plans. The Engineer may alter the spread rate during the progress of construction if necessary. Maintain the application rate within \pm 10 percent of that specified by the Engineer.
3. Provide both equipment and personnel to measure the application rate of cement placed. Each tanker of cement shall be checked by using a square yard cloth/certified scales and by determining the overall coverage area of each tanker. Multiple checks may be necessary to ensure that the spread rate is maintained within the \pm 10 percent limit.
4. If the cement content falls below the 10 percent limit in the mixing area, add additional cement to bring the affected area within the tolerance specified, make necessary adjustments to the spreader, and perform additional checks to ensure the problem is corrected. If the cement content is more than the 10

percent limit in the mixing area, the excess quantity will be deducted from the Contractor's pay for cement.

5. Regulate operations to limit the application of cement to sections small enough so that all of the mixing, compacting, and finishing operations can be completed within the required time limits.
6. Pass only spreading and mixing equipment over the spread cement and operate this equipment so that it does not displace cement.
7. Replace damaged cement at no cost to the Department when damage is caused by:
 - a. Hydration due to rain, before or during mixing operations.
 - b. Spreading procedures are contrary to the requirements stated above.
 - c. Displacement by the Contractor's equipment or other traffic.

D. Mixing

1. Begin mixing as soon as possible after the cement is spread and continue until a homogeneous and uniform mixture is produced. The Engineer at any time may require adjustments or replacement of equipment if a homogeneous and uniform mixture conforming to these Specifications is not achieved.
2. Continue pulverizing until the base mixture is uniform in color and conforms to the following gradation requirements:
 - a. 100 percent passing the 3 in. sieve (76.1mm) or the natural size of the in-situ aggregate.
 - b. 55 percent of the roadway material, excluding gravel, passes the No. 4 sieve (4.75mm).
3. Add water as needed to maintain or bring the moisture content to within the moisture requirements immediately after the preliminary mixing of the cement and roadway material.
4. Mix the additional water homogeneously into the full depth of the mixture.

E. Compaction and Finishing

1. Test Section
 - a. A test section shall be constructed with the first tanker of cement delivered to the project. The length of the test section will be determined by area in which the entire tanker of cement will cover. b. The Engineer will evaluate compaction, moisture, homogeneity of mixture, thickness of stabilization, and finished base surface. If the Engineer deems necessary, revise the compaction procedure or replace equipment.
2. Time Limits
 - a. Complete compaction within 2 hours after the cement has been applied.
 - b. Do not perform vibratory compaction on materials more than 90 minutes old, measured from the time cement was added to the mixture.
 - c. Complete all operations within 4 hours from adding cement to finishing the surface.
3. Moisture Control
 - a. During compaction, ensure that the moisture is uniformly distributed throughout the mixture at a level of between 100 and 120 percent of the optimum moisture content.
4. Compaction Requirements
 - a. Use a sheep's foot roller, steel wheel roller or pneumatic-tired roller for initial compactive effort unless an alternate method is approved by the Engineer.
 - b. Compact the cement-stabilized base course to at least 98 percent of the maximum dry density established on the Job Mix Design.
 - c. Uniformly compact the mixture and then shape to the grade, line, and cross-section shown on the Plans.
 - d. Remove all loosened material accumulated during the shaping process. Do not use additional layers of cement-treated materials in order to conform to cross-sectional or grade requirements.

- e. Use a pneumatic-tired roller to roll the finished surface until it is smooth, closely knit, and free from cracks or deformations, and conforming to the proper line, grade, and cross-section.
- f. In places inaccessible to the roller, obtain the required compaction with mechanical tampers approved by the Engineer. Apply the same compaction requirements as stated above in Subsection 315.3.04.E.4.
- g. Perform grading operations immediately after the placement and compaction operations. Roll the stabilized base course again with a pneumatic-tired roller.

F. Construction Joints

1. Form a straight transverse joint at the end of each day's construction or whenever the work is interrupted.
2. Create the straight transverse joint by cutting back into the completed work to form a true vertical face free of loose or shattered material.
3. Form the joint at least 2 ft. (0.6m) from the point where the spreader strike-off plate comes to rest at the end of the day's work, or at the point of interruption.
4. Form a longitudinal joint as described above if cement-stabilized mixture is placed over a large area where it is impractical to complete the full width during one day's work. Use the procedure for forming a straight transverse joint. Remove all waste material from the compacted base.

G. Priming the Base

1. The surface of the completed base course must be moist cured until the bituminous prime is applied.
2. Apply prime only to an entirely moist surface. If weather delays prime application, apply prime as soon as the surface moisture is adequate.
3. Apply bituminous prime according to GDOT Standard Specifications/Section 412 as soon as possible and in no case later than 24 hours after completion of the finishing operations.
4. Protect finished portions of the cement-stabilized base course that are used by equipment in the construction of an adjoining section to prevent marring or damaging of the completed work. Protect the stabilized area from freezing during the curing period.
5. Apply cure coat depending on project ADT:
 - < 400 ADT: Prime and sand.
 - ≥ 400 ADT: Apply single 89 surface treatment layer. (This Method will be required on both Kelly Drive (ADT = 3,110) and Dogwood Trail (ADT = 3,390))

H. Opening to Traffic

1. Correct any failures caused by traffic at no additional cost to the Department. Make repairs specified in GDOT Standard Specifications/Subsection 300.3.06.B whenever defects appear. This preservation action does not relieve the Contractor of his responsibility to maintain the work until final acceptance as specified in GDOT Standard Specifications/Section 105.

315.3.05 Quality Acceptance

A. Compaction Tests

1. Determine the maximum dry density from representative samples of compacted material, according to GDOT Test Method/GDT 19 or GDT 67.
2. Determine the in-place density of finished courses according to GDOT Test Method/GDT 20, GDT 21 or GDT 59 as soon as possible after compaction, but before the cement sets.

B. Gradation Tests

1. Ensure that the gradation of the completely mixed cement-stabilized base course meets the requirements as stated above in Subsection 315.3.04.D.2.

C. Finished Surface Tests

1. Check the finished surface of the cement-stabilized base course transversely using one of the following tools:

- a. A template, cut true to the required cross-section and set with a spirit level on non-super elevated sections.
 - b. A system of ordinates measured from a string line.
 - c. A surveyor' level.
2. Ensure the ordinates measured from the bottom of the template, string line, or straightedge, to the surface do not exceed ½ in. (12.5mm) at any point.

D. Thickness Tolerances

- 1. Determine the thickness of the cement-stabilized base course by making as many checks as necessary to determine the average thickness, but not less than one check per 1000 ft. (300m) per 2 lanes. Checks shall be taken after the completion of the base course and prior to priming.
- 2. If any measurement is deficient in thickness by more than ½ in. (12.5mm), make additional measurements to isolate the affected area. Correct any area deficient by more than ½ in. (12.5mm) to the design thickness by using one of the following methods:
 - a. Apply GDOT approved asphaltic concrete 9.5mm Superpave.
 - b. Reconstruct to the required thickness.

No payment will be made for any Asphaltic Concrete 9.5mm Superpave used to correct deficiencies nor will pavement be made for removing and reconstructing the deficient work.

- 3. If any measurement exceeds thickness by more than ½ in. (12.5mm), make additional measurements to isolate the affected area. If the basis of payment is per cubic yard and the average thickness for any mile increment exceeds the allowable ½ in. (12.5mm) tolerance the excess quantity in that increment will be deducted from the Contractor's payments. The excess quantity is calculated by multiplying the average thickness that exceeds the allowable ½ in. (12.5mm) tolerance by the surface area of the base, as applicable.

315.4 Measurement

A. Cement-Stabilized Base Course

Measure the surface length along the centerline when payment is specified by the square yard. The width is specified on the plans. Measure irregular areas, such as turnouts and intersections, by the square yard.

B. Portland Cement

Measure Portland cement by the ton.

C. Bituminous Prime

Bituminous prime is not measured for separate payment. Include the cost of furnishing and applying bituminous prime according to the provisions of GDOT Standard Specifications/Section 412 in the Unit Price Bid for each individual base item.

315.5 Payment

A. Cement-Stabilized Base Course

Cement-stabilized base, in-place and accepted, will be paid for at the Contract Unit Price per square yard. Payment will be full compensation for roadbed preparation, mixing on the road, shaping, pulverizing, watering, compaction, defect repair, bituminous prime and maintenance. All cost for cure coat as required comprised of single 89 surface treatment shall be included in the Unit Price per square yard for CSRB.

B. Portland Cement

Portland cement will be paid for at the Contract Unit Price per ton. Payment is full compensation for furnishing, hauling, and applying the material. Only Type I or Type II Portland cement incorporated into the finished course will be paid for and no payment will be made for cement used to correct defects due to the Contractor's negligence, faulty equipment, or error.

Payment will be made under:

Item No. 315	Cement Treated Base Course	Per square yard (meter)
Item No. 315	Portland Cement	Per ton (megagram)