



# Fayette COUNTY

"WHERE QUALITY  
IS A LIFESTYLE"

**PURCHASING DEPARTMENT**  
140 STONEWALL AVENUE WEST, STE 204  
FAYETTEVILLE, GEORGIA 30214  
PHONE: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

December 20, 2016

**Subject: ITB #1236-B: Resurface Three Roads**

Gentlemen/Ladies:

Fayette County, Georgia is seeking bids from Georgia Department of Transportation (GDOT) prequalified contractor for a Federally Funded Project to resurface three roads, in accordance with the information and specifications contained herein. Funding for this project includes Federal funds provided by the Federal Highway Administration.

All questions and inquiries concerning this invitation to bid or the specifications shall be addressed to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: [tbarwicks@fayettecountyga.gov](mailto:tbarwicks@fayettecountyga.gov) or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. Any deviations from this procedure for questions or information pertaining to this invitation for bids may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned.

**BID MUST BE SUBMITTED TO:**  
FAYETTE COUNTY PURCHASING DEPARTMENT  
140 STONEWALL AVENUE WEST - SUITE 204  
FAYETTEVILLE, GEORGIA 30214  
**BID #1236-B**  
**REFERENCE: Resurface Three Roads**

Bids will be received at the above address until 3:00 p.m., Tuesday, January 17, 2017 in the Purchasing Department, Suite 204. Bids will be opened at approximately 3:00 p.m. January 17, 2016. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

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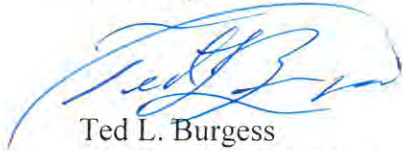
**Bid results will be posted on the Fayette County web site within 3 business days after the bid opening.**

**There is no set time for an award to be made. If an award is not made within 45 days of the bid opening, an update will be posted on the Fayette County website.**

**If the county awards this bid, once everything has been received by that company and the award has been completed, that information will also be posted on the Fayette County website. Please keep this procedure in mind.**

\*\*\*\*\*

Sincerely,



Ted L. Burgess  
Director of Purchasing

TLB/tcb

**INVITATION TO BID**  
**#1236-B: RESURFACE THREE ROADS**

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## GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term “contractor” as used herein and elsewhere in these specifications shall be used synonymously with the term “successful bidder.” The term “county” shall mean 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. 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:** Each bid shall constitute a firm offer that is binding for sixty (60) days from the date of the bid opening, unless the bidder takes exception to this provision in writing.
4. **Bidder’s Questions:** The Fayette County Purchasing Department must receive questions about this invitation to bid in writing at least four days before the scheduled bid opening, excluding Saturdays, Sundays, and holidays. 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](http://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 with the following information written on the outside of the envelope:
  - a. The bidder’s company name,
  - b. The bid number, which is **#1236-B**,
  - c. The “reference” which is **Resurface Three Roads**.

Mail or deliver one (1) unbound original bid (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, to:

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

Attention: Contracts Administrator

You may submit 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 by the time and date of the scheduled bid opening will not be considered, unless the delay is a result of action or inaction by the county.
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 an error in extension of prices or totals in the bid, the unit prices shall govern.
12. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the bid. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.
13. **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.
14. **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 the responsibility of the county.
15. **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.
16. **Bid Evaluation:** Award will be made to the lowest 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. If the Contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. If the Invitation to Bid includes a base bid and alternates, the low bid will be determined based on the sum of the base bid and any alternates selected by the county. 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 item, any bid, or all bids, and to re-advertise for bids.

17. **Discounts:** Cash discounts offered will be a consideration in awarding the bid, but only if they give the county at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check. For payment of full invoice price, minimum terms of net 30 are preferred.
18. **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).
19. **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.
20. **Buy America:** To the extent applicable, the contractor will comply with the requirements of the Buy America Act, including requirements set forth in 23 CFR 635.410 and any other applicable requirements.
21. **Recovered Materials:** To the extent applicable, the contractor shall comply with Federal regulations at 2 CFR 200.322, 40 CFR 247, and any other requirements governing the use of recovered materials in performance of this contract.
22. **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.

23. **Non-Discrimination:** The contractor or any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
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 offeror 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:** You must 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 Georgia's list of approved sureties administered by the State Insurance Commissioner, or 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 a performance equal to 100 percent of the contract amount, and a payment bond equal to 110 percent of the contract value, provided by a surety which appears on Georgia's list of approved sureties administered by the State Insurance Commissioner, or the U.S. Treasury's list of approved bond sureties (Circular 570).
29. **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.

30. **Indemnification:** The contractor shall defend and indemnify the county and all its officers, agents and employees against any suits, actions, or other claims brought on account of any injuries or damages to any person, persons, or property resulting from any negligent act or fault of the contractor, or of any agent, employee, subcontractor or supplier in the performance of any contract which may be awarded. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
31. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
32. **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.
33. **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.
34. **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 a 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 any 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.
35. **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.
36. **Small, Minority, & Women' Business Enterprise Opportunities:** If the contract is with a prime contractor, and subcontracts are to be let, the contractor shall take the affirmative steps listed below:
  - a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;



- c. Divide 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. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - e. Use 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.
37. **Termination for Cause:** 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.
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. **Access to Records:** The contractor will allow access by the federal grantor agency, the county, the U.S. Department of Transportation – Federal Highway Administration, the United States Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
42. **Records Retention:** The contractor shall retain all records pertaining to the contract for three years after the county makes final payments to the contractor, and all other pending matters are closed.

## Anti-Lobbying Certification

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

1. 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 an 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.
2. 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



**PI #0012623**

**FAYETTE COUNTY**

**100% GEORGIA CONGRESSIONAL DISTRICT #3**

100% within Fayette Is County No. 088

Completed Plans: 05/20/2016

ROADS TO BE RESURFACED

**EBENEZER ROAD – 1.89 MILES**

84°32'3.3824"W 33°24'2.868"N

ADT – 3,280

**BROOKS WOOLSEY ROAD – 4.37 MILES**

84°26'42.357"W 33°19'37.9"N

ADT – 2,690

**85 CONNECTOR – 3.27 MILES**

84°28'22.931"W 33°16'31.765"N

ADT – 3,310

Gross Length of Project	9.530 miles
Net Length of Exceptions	0.000 miles
Net Length of Project	9.530 miles

PROJECT NO: 0012623

COUNTY FAYETTE

COVER SHEET

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FHWA-1273

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SUPPLEMENTAL SPECIFICATION – Section 201 – Clearing and Grubbing Right of Way

EROSION CONTROL PLAN FOR MAINTENANCE – Resurfacing Projects

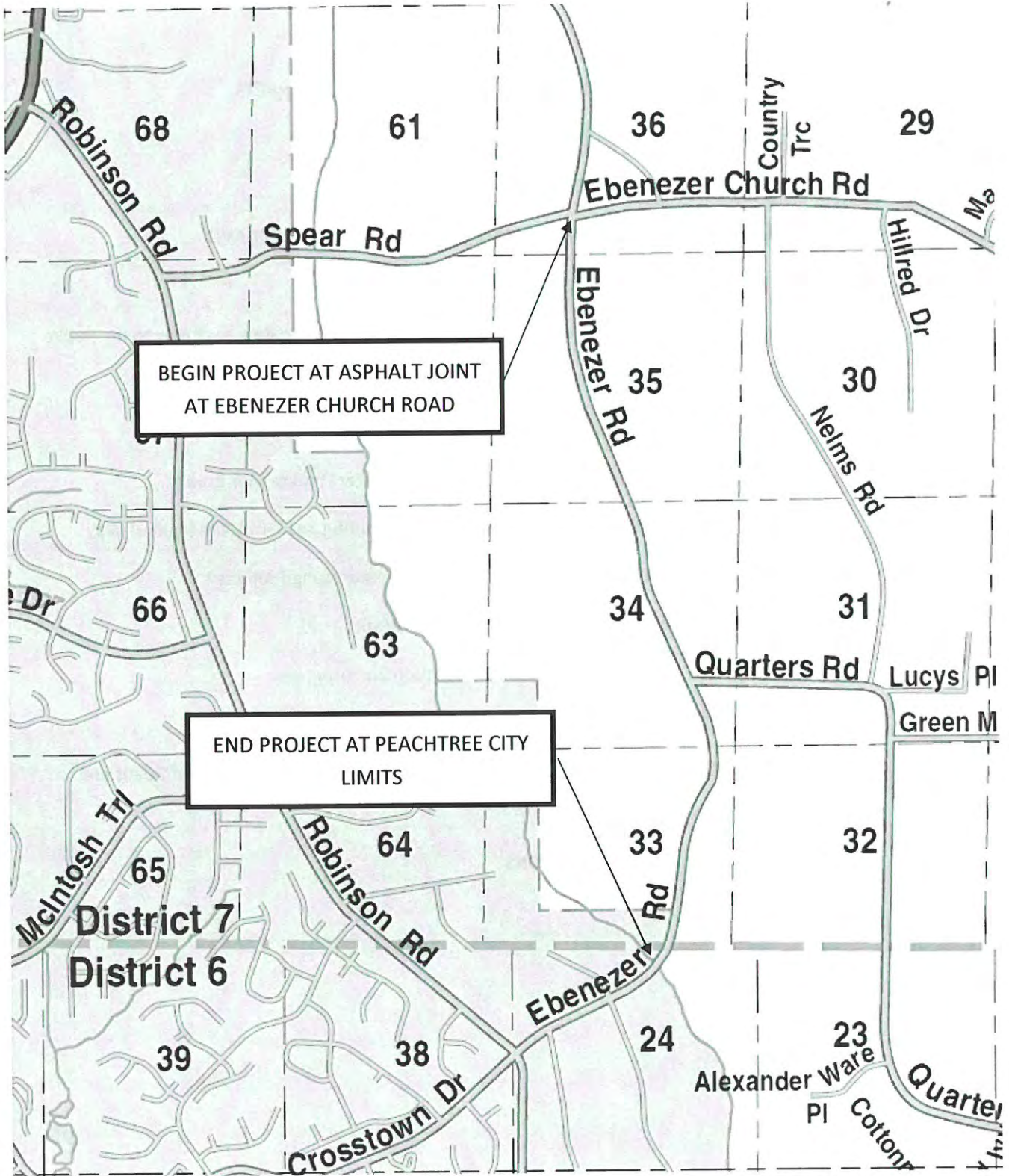
SPECIAL PROVISION – Section 105 – Control of Work

SPECIAL PROVISION – Section 108 – Prosecution and Progress

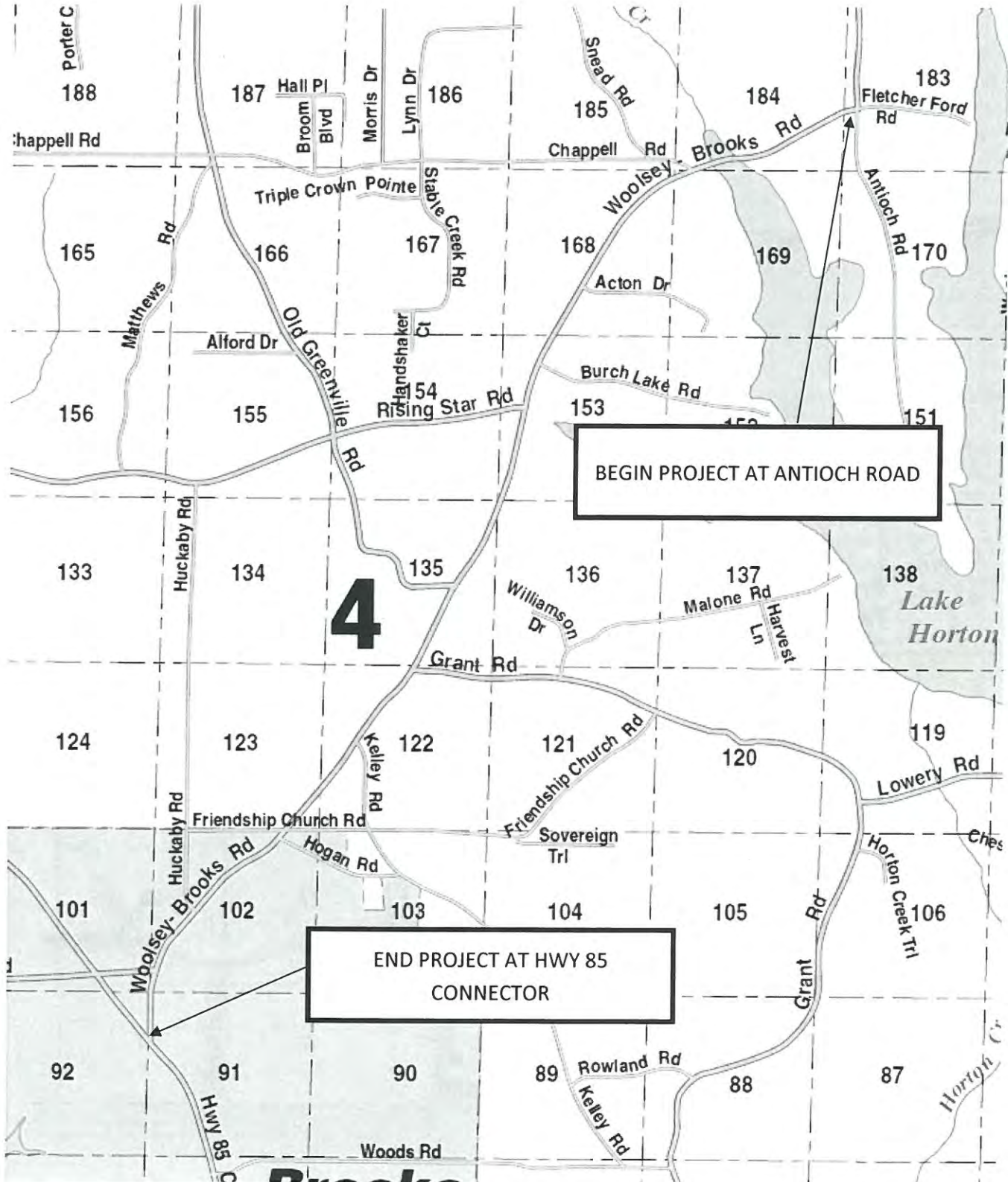
SPECIAL PROVISION – Section 161 – Control of Soil and Sedimentation

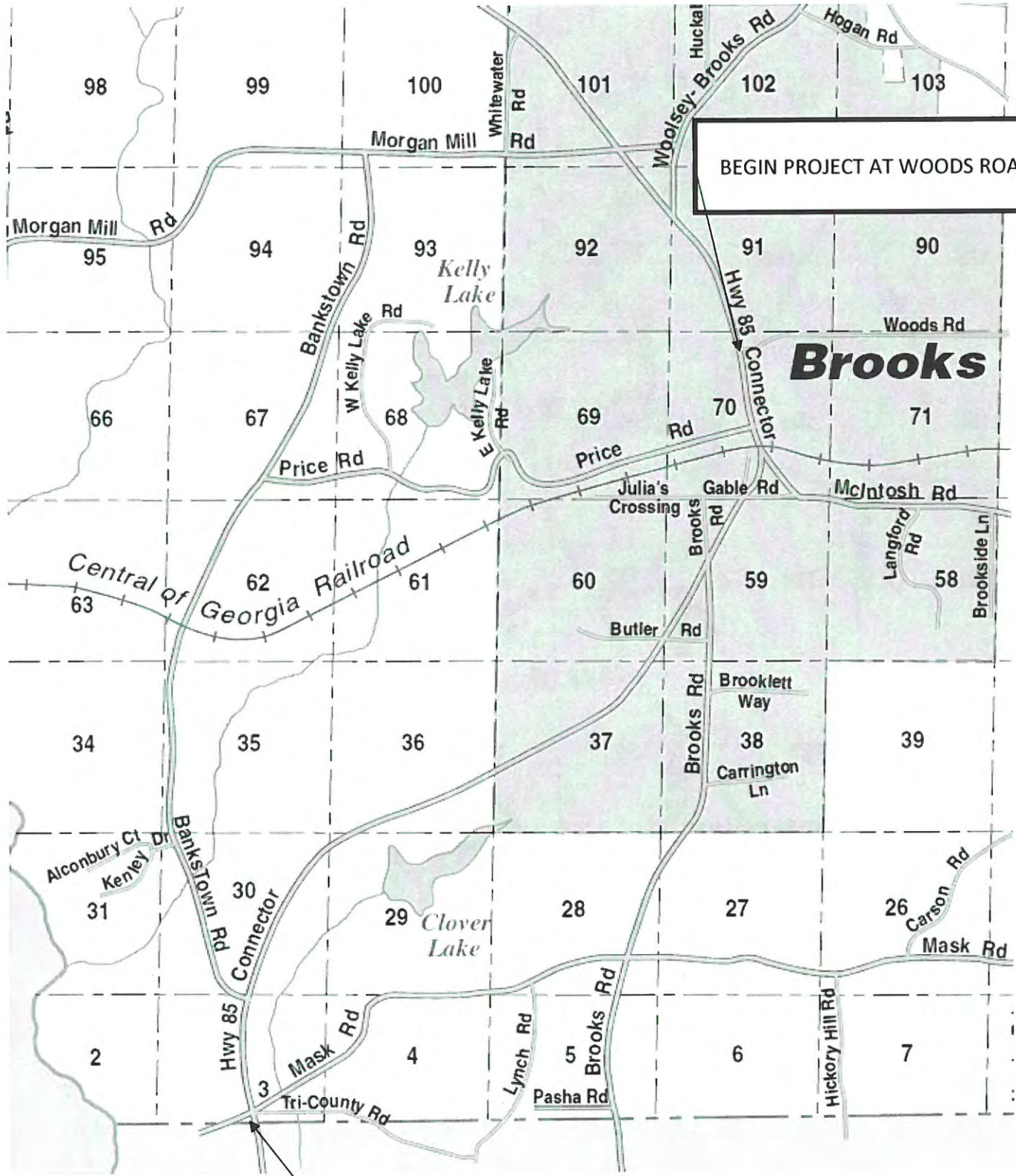
SPECIAL PROVISION – Section 231 – Miscellaneous Construction, Unpaved Roads and  
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GENERAL TERMS AND CONDITIONS





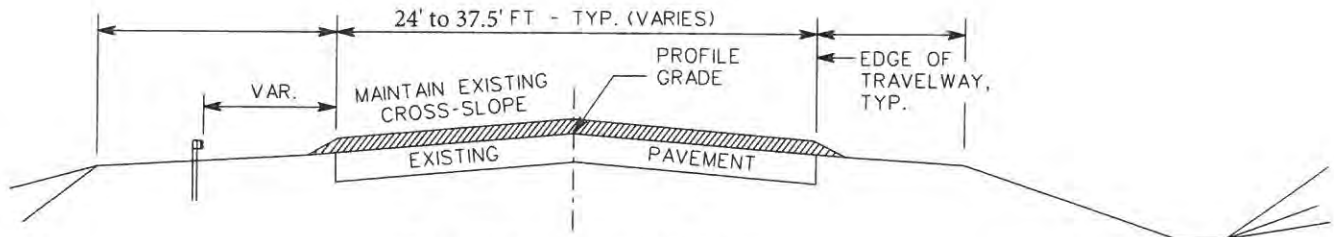




BEGIN PROJECT AT WOODS ROAD

END PROJECT AT SPALDING COUNTY LINE





TANGENT SECTION

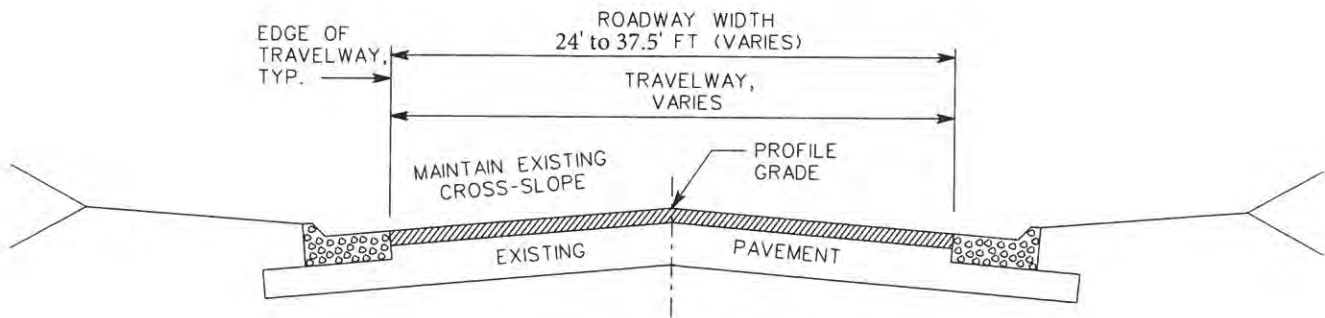
NOT TO SCALE

▨ - RESURFACED AREA

THIS TYPICAL SECTION APPLIES FOR THE FOLLOWING LOCATIONS:

- BROOKS WOOLSEY ROAD - FROM LOG 0.000 TO LOG 4.371
- EBENEZER CHURCH ROAD - FROM LOG 0.000 TO LOG 1.894
- HIGHWAY 85 CONNECTOR - FROM LOG 0.000 TO LOG 0.310
- HIGHWAY 85 CONNECTOR - FROM LOG 0.501 TO LOG 3.485

RETAIN EXISTING PAVEMENT AND CROSS-SLOPE, LEVEL AS DIRECTED BY THE ENGINEER AND RESURFACE ENTIRE ROADWAY WITH 165 LBS PER SQUARE YARD RECYCLED ASPHALTIC CONCRETE 9.5 mm TYPE II SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME



TANGENT SECTION

NOT TO SCALE

▨ - RESURFACED AREA

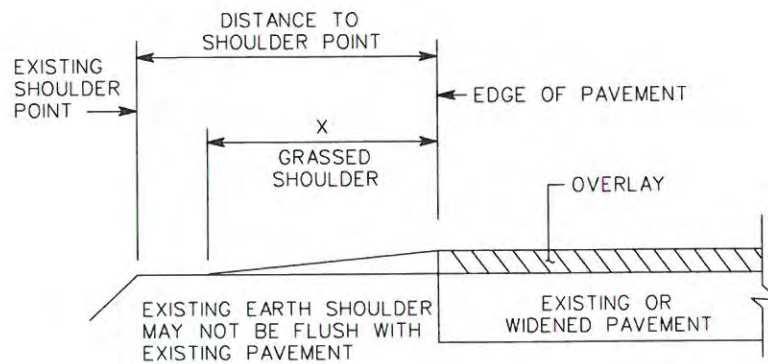
THIS TYPICAL SECTION APPLIES TO HIGHWAY 85 CONNECTOR FROM LOG 0.310 TO LOG 0.480

MILL EXISTING PAVEMENT VARIABLE DEPTH AS INDICATED IN LOGS INLAY WITH 165 LBS PER SQUARE YARD RECYCLED ASPHALTIC CONCRETE 9.5 mm TYPE II SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME

FAYETTE COUNTY  
PUBLIC WORKS DEPARTMENT

TYPICAL SECTIONS  
VARIOUS LOCATIONS  
PI NO. 0012623

EARTH SHOULDER FILLING



X = 4'-0" OR DISTANCE TO SHOULDER POINT,  
WHICHEVER IS THE LESSER WITH A MINIMUM  
OF 1'-0" REQUIRED AT ALL LOCATIONS

TYPICAL SECTION

SHOULDER FILLING  
NOT TO SCALE

- (1) FILL EXISTING EARTH SHOULDER AT VARIABLE DEPTH AS REQUIRED TO PROVIDE A SMOOTH GRADE FROM THE NEW EDGE OF PAVEMENT ELEVATION TYING INTO EXISTING EARTH SHOULDER.
- (2) ALL GRADING, INCLUDING ANY BORROW MATERIAL, SHALL BE INCLUDED IN PRICE BID FOR GRADING PER MILE.

FAYETTE COUNTY  
PUBLIC WORKS DEPARTMENT

4" SHOULDER REHAB  
VARIOUS LOCATIONS  
PI NO. 0012623

**Route:** Ebenezer Road (~2.2 miles)  
**From:** Ebenezer Church Rd  
**To:** Robinson Road

Log (miles)	Distance (ft)	Road Width (ft)	Description	Picture ID
0.000	0	25'	Begin project at proposed traverse paving joint at intersection of Ebenezer Road and Ebenezer Church Road.	1 & 2
			Begin variable depth milling to provide 1.25" vertical joint for tie-in.	
			Begin asphalt concrete paving	
0.019	100	25'	End variable depth milling for smooth tie-in.	
			Begin single surface treatment and asphalt concrete leveling.	
0.300	1,584	25'	Driveway apron (LT)	3
0.369	1,950	25'	Begin existing 12' acceleration/dec. lane (RT)	
0.410	2,167	25'	Platinum Ridge Point (RT)	4 & 5
0.430	2,270	25'	End existing 12' acceleration/dec. lane (RT)	
0.998	5,270	25'	Structure - House; located 500' north of Quarters Road	6
1.095	5,780	25'	Quarters Road (no turn lanes) (RT)	7
1.894	10,000	32'	End project at the City of Limits of Peachtree City.	8

**Field Technicians:** Anthony Stanley and Leslie Hancock

**Route:** Brooks Woolsey Road (~4.1 miles)  
**From:** Antioch Road  
**To:** Highway 85 Connector

Log (miles)	Distance (ft)	Road Width (ft)	Description	Picture ID
0.000	0	24'	Begin project at proposed traverse paving joint at intersection of Brooks Woolsey and Antioch Road.	1 & 2
			Begin variable depth milling to provide 1.25" vertical joint for tie-in.	
			Begin asphalt concrete paving	
0.019	100	24'	End variable depth milling for smooth tie-in.	
			Begin single surface treatment and asphalt concrete leveling.	
0.483	2,550	24'	Begin asphalt paving over Lake Horton culverts	3
0.492	2,600	24'	End asphalt paving over Lake Horton culverts	
0.537	2,835	24'	Begin existing 12' acceleration/dec. lane (LT)	
0.570	3,012	24'	Lake Horton Landing Drive (LT)	4
0.586	3,093	24'	End existing 12' acceleration/dec. lane (LT)	
0.586	3,093	24'	Begin Chappell Road (no turn lanes) (RT)	5
0.610	3,220	24'	End Chappell Road (no turn lanes) (RT)	
1.142	6,032	24'	Begin existing 12' acceleration/dec. lane (LT)	
1.157	6,110	24'	Acton Drive (LT)	6
1.197	6,322	24'	End existing 12' acceleration/dec. lane (LT)	
1.679	8,866	24.5'	Burch Lake Road (no turn lanes) (LT)	7
1.819	9,606	24.5'	Rising Star Road (no turn lanes) (RT)	8
2.502	13,213	24.5'	Old Greenville Road, dirt (no turn lanes) (RT)	9



Fayette County  
 GDOT PI 0012623

**Route:** Brooks Woolsey Road (~4.1 miles)  
**From:** Antioch Road  
**To:** Highway 85 Connector

Log (miles)	Distance (ft)	Road Width (ft)	Description	Picture ID
2.813	14,850	24.5'	Grant Road (no turn lanes) (LT)	10
3.061	16,162	24.5'	Kelly Road, dirt (no turn lanes) (LT)	11
3.138	16,570	24.5'	Structure - Building; located approx. 400' southwest of Kelly Road	12
3.529	18,635	23'	Begin Friendship Church Road, dirt (no turn lanes) (LT)	
3.544	18,710	23'	Begin Town of Brooks	13
			End Friendship Church Road, dirt (no turn lanes) (LT)	
3.544	18,710	23'	Begin Friendship Church Road, dirt (no turn lanes) (RT)	14
3.563	18,811	23'	End Friendship Church Road, dirt (no turn lanes) (RT)	
3.943	20,818	23'	Huckaby Road (no turn lanes) (RT)	15
4.221	22,288	24'	Morgan Mill Road (no turn lanes) (RT)	16
4.352	22,980	24'	Begin variable depth milling to provide 1.25" vertical joint for tie-in.	
4.371	23,080	24'	End project at proposed traverse paving joint at intersection of Brooks Woolsey and Hwy 85C.	17 & 18

**Field Technicians:** Anthony Stanley and Leslie Hancock

**Route:** Highway 85 Connector (~3.5 miles)  
**From:** Woods Road  
**To:** Spalding County Line

Log (miles)	Distance (ft)	Road Width (ft)	Description	Picture ID
0.000	0	24'	Begin project at proposed traverse paving joint at intersection of Highway 85 Connector and Woods Road.	1 & 2
			Begin variable depth milling to provide 1.25" vertical joint for tie-in.	
			Begin asphalt concrete paving	
0.019	100	24'	End variable depth milling for smooth tie-in.	
			Begin single surface treatment and asphalt concrete leveling.	
0.310	1,637	37.5'	Begin curb and gutter (LT and RT)	3
			Begin variable depth milling	
0.327	1,724	37.5'	Price Road (no turn lanes) (RT)	4
0.377	1,993	37.5'	Railroad Street (no turn lanes) (LT)	5
0.384	2,025	46'	Railroad Crossing	6
0.387	2,045	37.5'	Begin West McIntosh Road (no turn lanes) (LT)	7
0.408	2,152	37.5'	End West McIntosh Road (no turn lanes) (LT)	
0.480	2,537	37.5'	Brooks Christian Church (RT)	8
			Begin concrete wall	9
0.480	2,537	37.5'	End curb and gutter (LT and RT)	9
			End variable depth milling	
0.501	2,645	37.5'	Begin Church Alley (no turn lanes) (RT); Gable Road (no turn lanes) (RT)	11
			End concrete wall	10



**Route:** Highway 85 Connector (~3.5 miles)

**From:** Woods Road

**To:** Spalding County Line

Fayette County  
GDOT PI 0012623

Log (miles)	Distance (ft)	Road Width (ft)	Description	Picture ID
0.524	2,765	24'	End Church Alley (no turn lanes) (RT); Gable Road (no turn lanes) (RT and LT)	12
0.866	4,570	24'	Gable Road (no turn lanes) (RT)	13
0.873	4,607	24'	Brooks Road (no turn lanes) (LT)	13
1.128	5,954	24'	Butler Road intersection (no turn lanes) (LT and RT)	14
1.810	9,558	24'	Begin existing 12' acceleration/dec. lane (RT)	
1.855	9,793	24'	Village Lake Court (RT)	15
1.871	9,880	24'	End existing 12' acceleration/dec. lane (RT)	
3.054	16,126	24'	Bankstown Road (no turn lanes) (RT)	16
3.444	18,184	24'	Mask Road (no turn lanes) (LT)	17
3.468	18,311	24'	Christian Church at County Line with cemetery (LT)	18
3.466	18,299	24'	Begin variable depth milling to provide 1.25" vertical joint for tie-in.	
3.485	18,399	24'	Tri County Road intersection (no turn lanes) (LT and RT)	19 & 20
3.485	18,399	24'	End project at proposed traverse paving joint at intersection of Highway 85 Connector and Tri County Road.	19 & 20

**Field Technicians:** Anthony Stanley and Leslie Hancock

MATERIAL ESTIMATE  
 FAYETTE COUNTY  
 PI #: 0012623

<u>ITEM NO</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>
150-1000	Traffic Control	LS	1.00
163-0232	Temporary Grassing	AC	11.65
210-0200	Grading per mile	LM	9.54
402-3103	9.5mm Type 2	TON	10642.42
413-0750	Tack Coat	GL	7377.18
432-0350	Mill Asph Conc Pvmt, Variable Depth	SY	4703.66
653-1704	Themo Solid Traf Stripe 24", White	LF	226.80
653-2501	Themo Solid Traf Stripe 5", White	LM	19.79
653-2502	Themo Solid Traf Stripe 5", Yellow	LM	19.26
653-3502	Thermo Skip Traf Stripe 5", Yellow	GLF	2307.36
653-0110	Thermo Arrow Type 1	EA	3.00
654-1001	Raised Pvmt Markers, Tp 1	EA	2806.00
654-1003	Raised Pvmt Markers, Tp 3	EA	25.00
700-6910	Permanent Grassing	AC	11.65
700-7000	Agircultural Lime	TON	18.49
700-8000	Fertilizer Mixed Grade	TON	5.55
700-8100	Fertilizer Nitrogen Content	LB	462.35
713-3011	Wood Fiber Blanket, TP 1, Shoulders	SY	44755.63
713-3012	Wood Fiber Blanket, TP 2, Shoulders	SY	44755.63

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GENERAL NOTES

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1. 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, AND SHALL BE DEEMED TO MEAN, THE 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 THE DEPARTMENT OF TRANSPORTATION IN ANY WAY.
3. SELECTED GEORGIA STANDARDS HAVE BEEN ADDED TO THE PLANS FOR THE CONTRACTOR'S USE AND INFORMATION. IF LARGER COPIES OF THE GEORGIA STANDARDS ARE DESIRED, THE CONTRACTOR SHALL CONTACT THE D.O.T. AREA ENGINEER.
4. QUANTITIES FOR TURNOUTS, FLARES, ETC., ARE INCLUDED ON THE DETAILED ESTIMATE.
5. FLARES TO BE RESURFACED WILL REQUIRE NO ADDITIONAL BASE MATERIAL.
6. THE CONTRACTOR SHALL PERFORM ALL PATCHING AS DIRECTED BY THE ENGINEER, PRIOR TO LEVELING AND RESURFACING OPERATIONS. THE COST OF PATCHING WILL BE INCLUDED IN THE UNIT PRICE BID FOR 402-1802.
7. ROADS, STREETS AND DRIVEWAYS SHALL BE PAVED IN ACCORDANCE WITH DETAILS AND NOTES IN THE PLANS AND SPECIAL PROVISION SECTION 231-1200. THE CONTRACTOR SHALL PROVIDE NECESSARY CONSTRUCTION LAYOUT. THE COST OF CONSTRUCTION LAYOUT SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 231.

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GENERAL NOTES (CONTINUED)

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8. THE CONTRACTOR, UPON THE START OF THE PAVING OPERATION, SHALL COMPLETE THE OPERATION WITHIN 90 CALENDAR DAYS. FAILURE BY THE CONTRACTOR 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.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE DEPARTMENT.
10. PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION TO ENSURE WATER DOES NOT POND ON THE ROADWAY.
11. MILLED AREAS WILL BE COVERED WITH FINAL SURFACE COURSE WITHIN THREE (3) CALENDAR DAYS OF BEING MILLED. FAILURE TO COVER MILL AREAS AS SPECIFIED WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED IN ACCORDANCE WITH SUBSECTION 108.08 OF THE SPECIFICATIONS.
12. THE CONTRACTOR SHALL TAKE EXTREME CARE WHEN MILLING AT LOCATIONS WITH EXISTING TRAFFIC LOOPS. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE MILLING AT THESE LOCATIONS WITH THE ENGINEER.
13. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKING AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED WITH THE EXCEPTION OF CROSSWALKS. EXISTING CROSSWALKS SHALL BE STRIPED IN ACCORDANCE WITH CROSSWALK DETAIL. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION. ALSO, THE CONTRACTOR SHALL RESTRIPE OR STRIPE (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. THE COST OF INTERIM STRIPING SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 150 - TRAFFIC CONTROL. THE COST OF RESTRIPING INCLUDING STOP BARS, CROSSWALKS, WORDS OR SYMBOLS WHICH SHALL BE THERMOPLASTIC AND PAID FOR UNDER PAY ITEM 653-.
14. TEMPORARY STRIPING IS REQUIRED IN ACCORDANCE WITH SECTION 150.04 OF GEORGIA SPECIFICATIONS. PLACEMENT OF PERMANENT EDGELINE PAVEMENT MARKINGS (THOSE FOR WHICH A PAY ITEM IS INCLUDED IN THE CONTRACT, ITEMS 652 AND 653) SHALL NOT BEGIN UNTIL ALL SHOULDER CONSTRUCTION HAS BEEN COMPLETED.



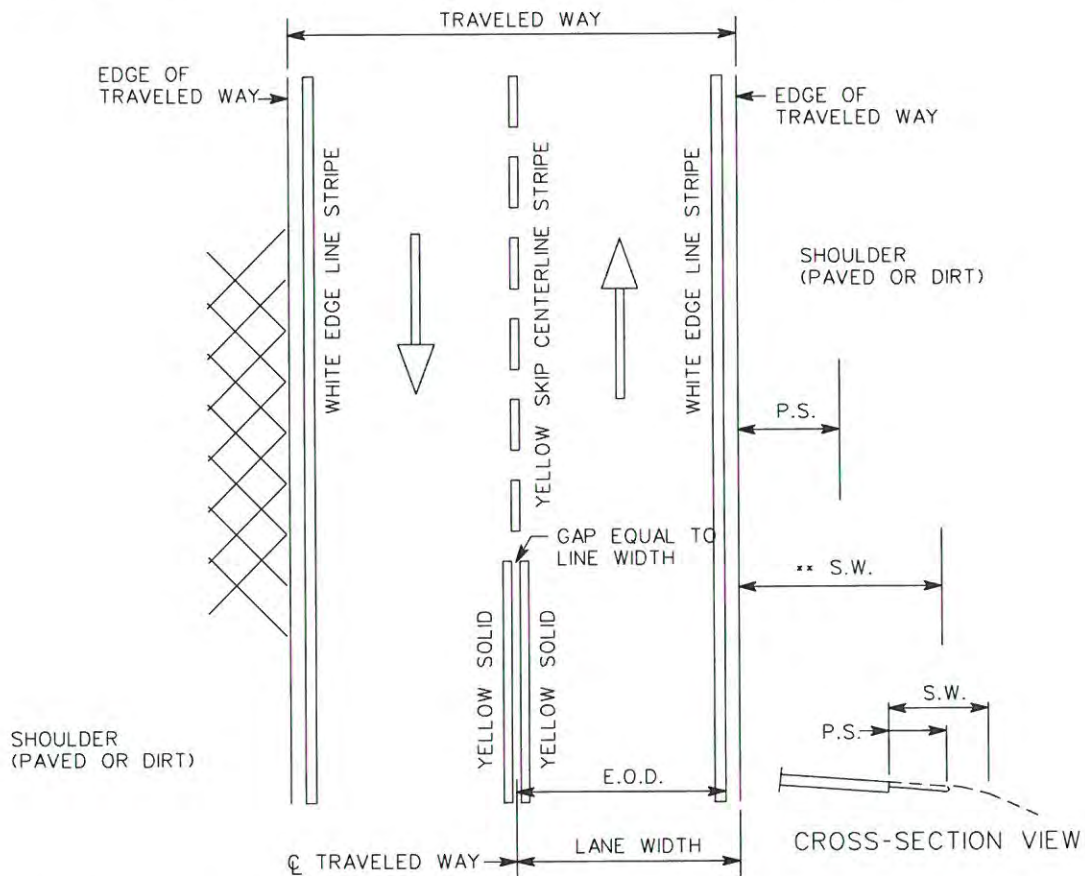
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GENERAL NOTES (CONTINUED)

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15. 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.
16. GRASS ALL AREAS OF EARTH SHOULDER FILLING DAILY. GRASSING SHALL BE PERFORMED DAILY AND PAID FOR IN ACCORDANCE WITH SECTION 700 OF THE SPECIFICATIONS.
17. 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 SPECIFICATIONS AND SUPPLEMENTS THERETO FOR ADDITIONAL INFORMATION.
18. THERE IS NO SUITABLE PLACE TO BURY EXISTING CONSTRUCTION DEBRIS WITHIN THE PROJECT'S LIMITS. THE CONTRACTOR SHALL PROVIDE AN ENVIRONMENTALLY APPROVED SITE TO DISPOSE OF EXISTING CONSTRUCTION DEBRIS AT NO ADDITIONAL COST TO THE DEPARTMENT.
19. THIS PROJECT DOES NOT REQUIRE A NOI.
20. GDOT STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEMS, 2013 EDITION, AND APPLICABLE SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS APPLY TO THIS CONTRACT.
21. THE DBE GOAL FOR THIS PROJECT IS 13%.
22. BIDDERS SUBMITTING A BID \$2,000,000 OR LESS MUST BE EITHER A PREQUALIFIED CONTRACTOR OR A REGISTERED SUBCONTRACTOR WITH GDOT.
23. BIDDERS SUBMITTING A BID IN EXCESS OF \$2,000,000 MUST BE PREQUALIFIED WITH GDOT.
24. PRECONSTRUCTION CONFERENCE WILL BE HELD WITH THE SPONSOR, CONTRACTOR, SELECTED DBE FIRMS, GDOT AREA ENGINEER AND THE GDOT PROJECT MANAGER
25. CONTRACTOR SHALL USE SUPPLIERS ON THE GDOT QUALIFIED PRODUCTS LIST.
26. ALL TESTING IS TO MEET THE REQUIREMENTS OUTLINED IN THE GDOT SAMPLING TESTING AND INSPECTION GUIDE.

L.W. AND P.S. FOR THIS PROJECT TO BE DETERMINED BY THE AREA ENGINEER



## TWO-LANE ROADWAY - PAVEMENT MARKING DETAIL

- E.O.D. - EDGELINE OFFSET DISTANCE MEASURED FROM THE CENTERLINE
- L.W. - LANE WIDTH AS DETERMINED BY THE AREA ENGINEER
- P.S. - PAVED SHOULDER AS DETERMINED BY THE AREA ENGINEER
- T.W. - TRAVELED WAY - THE PORTION OF THE ROADWAY DESIGNATED FOR MOVEMENT OF VEHICLES, EXCLUSIVE OF SHOULDERS (PAVED OR DIRT)
- \*\* S.W. - SHOULDER WIDTH FOR DIRT/EARTH SHOULDER (MINIMUM)

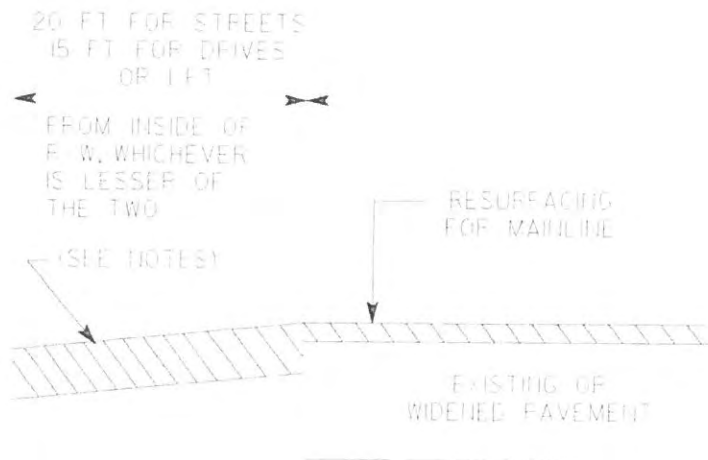
NOTE: ANY SHOULDER CONSTRUCTION TO BE PERFORMED BY THE CONTRACTOR WILL BE SHOWN ON TYPICAL SECTION SHEETS.

**FAYETTE COUNTY  
PUBLIC WORKS DEPARTMENT**

**STRIPING DETAILS  
VARIOUS LOCATIONS  
PI NO. 0012623**



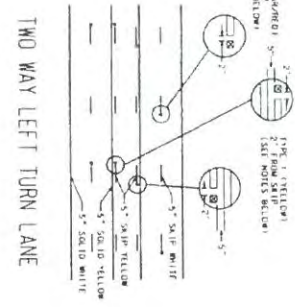
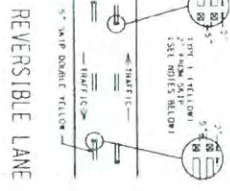
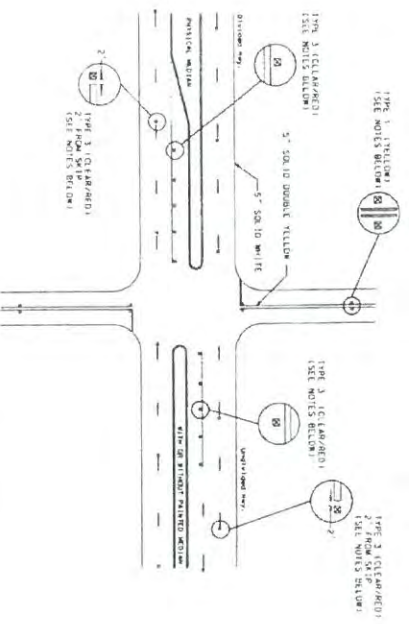
DETAIL FOR UNPAVED ROADS, STREETS AND DRIVES  
FOR SURFACING AND WIDENING



REFERENCE PROJECT SPECIAL PROVISION SECTION 231

NOTES: REMOVE AND DISPOSE OF EXCAVATED MATERIAL TO A DEPTH OF 4 INCHES, THEN SURFACE WITH 9.5 mm SUPERPAVE AT 440 LBS PER SQUARE YARD. THE ASPHALT SHALL BE PAID FOR BY THE OWNER.

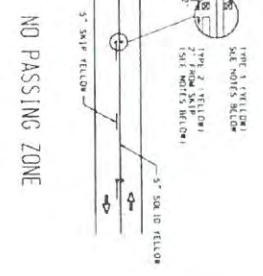
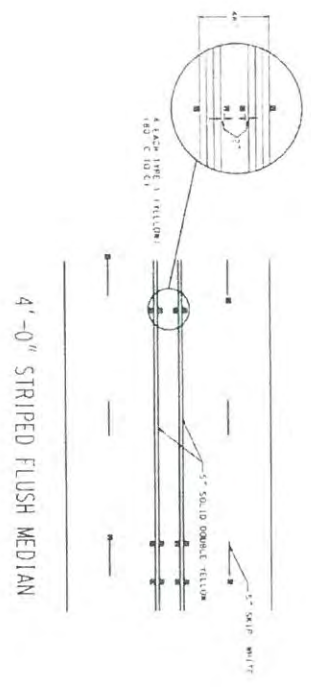
DATE	PROJECT NUMBER	SHEET TOTAL
C/A		NO. SHEETS



DIVIDED / UNDIVIDED HIGHWAY

REVERSIBLE LANE

TWO WAY LEFT TURN LANE



4'-0" STRIPED FLUSH MEDIAN

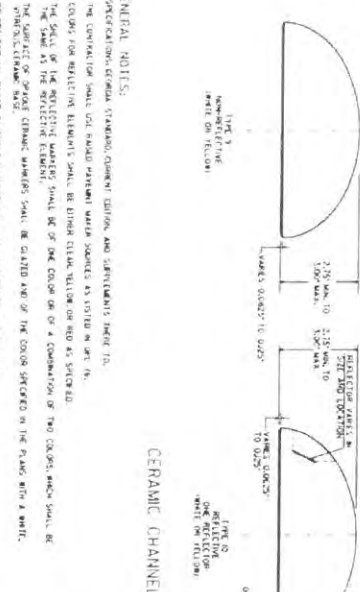
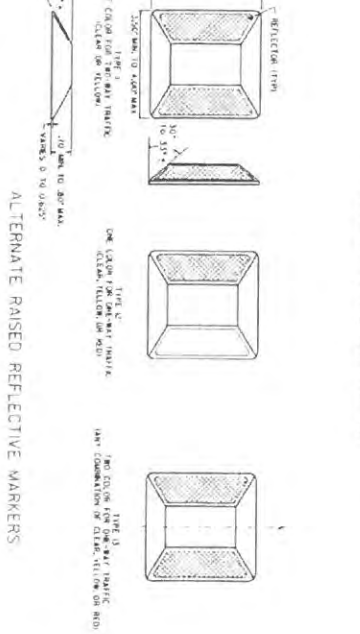
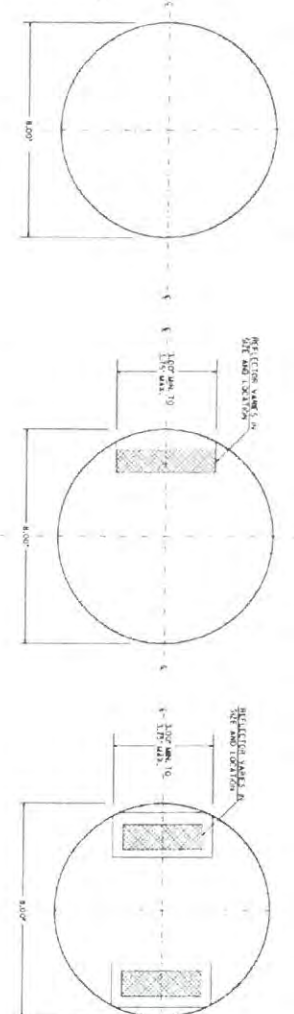
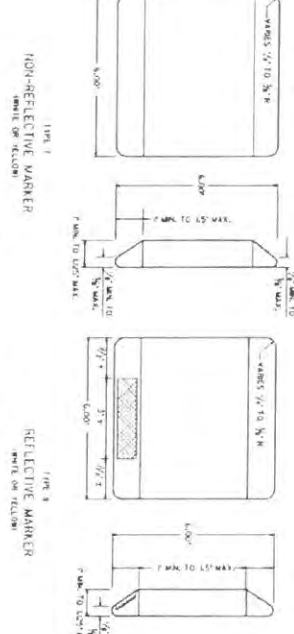
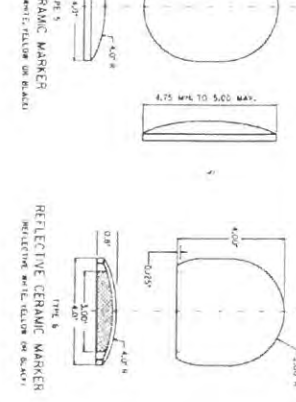
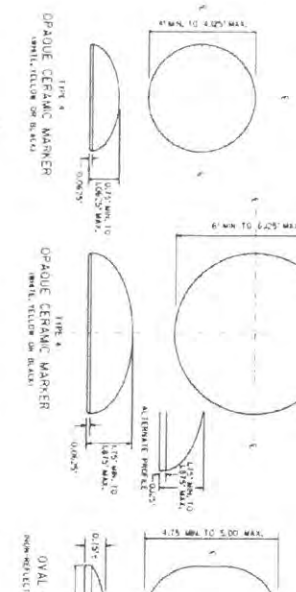
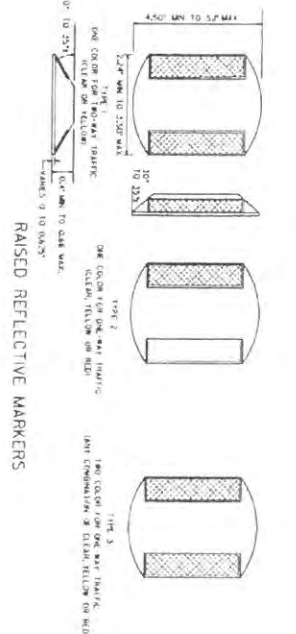
NO PASSING ZONE

GENERAL NOTES:

1. RAISED PAVEMENT MARKERS SHALL BE SPACED EVERY 40 FT. UNLESS OTHERWISE SPECIFIED.
2. ON SOLID WHITE TURN BAY LINES, SPACING SHALL BE 20 FT.
3. RAISED PAVEMENT MARKERS SHALL BE OFFSET 3 INCHES FROM CLEAR FACE OF TYPE 3 RAISED PAVEMENT MARKERS SHALL BE ORIENTED TOWARD ONCOMING TRAFFIC.
4. CLEAR FACE OF TYPE 3 RAISED PAVEMENT MARKERS SHALL BE SET AT ONE TIME USING NORMAL SPACING. MARKERS CANNOT BE PLACED 40 FT.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION
9-4-03	NO PASSING ZONE R/W 1	OFFICE OF TRAFFIC SAFETY & DESIGN
1-13-04	NO PASSING ZONE R/W 2	DETAILS OF RAISED PAVEMENT MARKER LOCATION
		NON-LIMITED ACCESS ROADWAY
		NO SCALE
		JANUARY 2009

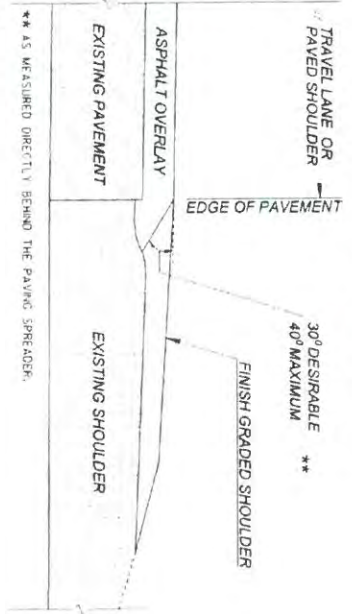
STATE	PROJECT NUMBER	SHEET TOTAL
G.A.		NO. SHEETS



- GENERAL NOTES:
1. SPECIFICATIONS COMPLY WITH STANDARD SPECIFICATIONS AND SUPPLEMENTARY NOTES 1A.
  2. THE CONTRACTOR SHALL USE PROVED MATERIALS AND METHODS AS STATED IN PART IV.
  3. COLORS FOR REFLECTIVE ELEMENTS SHALL BE EITHER CLEAR/WHITE OR RED AS SPECIFIED.
  4. THE SIZE OF THE REFLECTIVE MARKING SHALL BE OF ONE COLOR OR OF A COMBINATION OF TWO COLORS, WHICH SHALL BE "PRACTICALLY" EQUAL IN SIZE.
  5. THE "PRACTICALLY" EQUAL IN SIZE SHALL BE DETERMINED BY THE COLOR SPECIFIED IN THE PLAN, WITH A WHITE.
  6. COLORS FOR ALL TYPES OF MARKERS SHALL BE AS SPECIFIED IN THE PLAN.

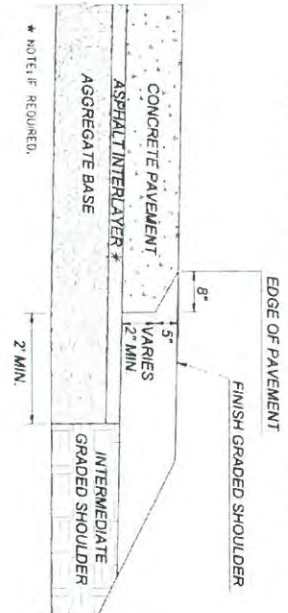
DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION
	BY: [blank]	DESIGN
	BY: [blank]	DRAWING
	BY: [blank]	DETAILS OF RAISED PAVEMENT MARKERS
	BY: [blank]	NO SCALE
	BY: [blank]	JANUARY 2000

### ASPHALT PAVEMENT - OVERLAY



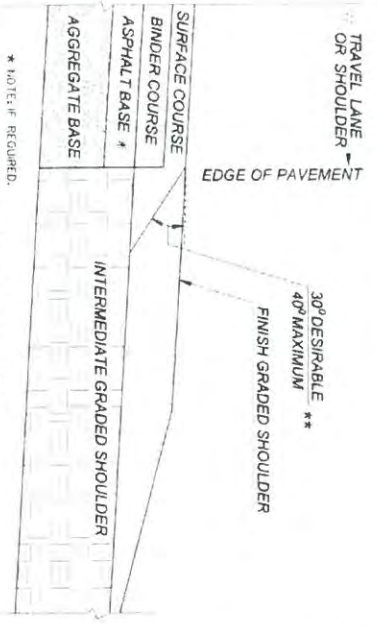
ADDITIONAL QUANTITIES:  
 DEPTH OF OVERLAY (T) x NO. ROLLING (11) x (IN.) x 0.000441 TN/IN.-FT x LENGTH (FT) = \_\_\_\_\_ TN  
 DEPTH OF OVERLAY (T) x WITH FIN. ROLLING (17) x (IN.) x 0.000982 TN/IN.-FT x LENGTH (FT) = \_\_\_\_\_ TN

### PLAIN PC CONCRETE PAVEMENT OR ROLLER COMPACTED CONCRETE PAVEMENT



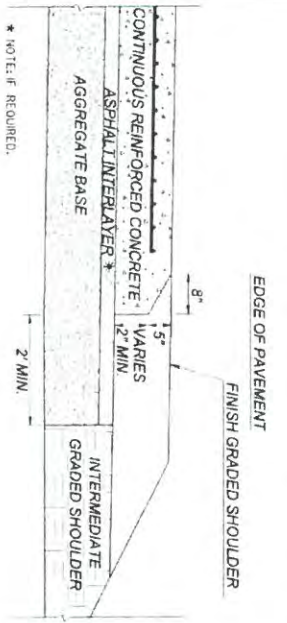
ADDITIONAL QUANTITIES:  
 CONCRETE 0.07407 SY/FT x LENGTH (FT) = \_\_\_\_\_ SY  
 ASPHALT INTERLAYER, IF REQUIRED (T) IN. x LENGTH (FT) x 0.000704 TN/IN.-FT = \_\_\_\_\_ TN  
 AGGREGATE BASE (BASED ON 2.07 TN/CT) (T) IN. x LENGTH (FT) x 0.0004252 TN/IN.-FT = \_\_\_\_\_ TN

### ASPHALT PAVEMENT - NEW



ADDITIONAL QUANTITIES:  
 SURFACE COURSE PAVING DEPTH (T) (1) x (IN.) x 0.000441 TN/IN.-FT x LENGTH (FT) = \_\_\_\_\_ TN

### CONTINUOUS REINFORCED CONCRETE PAVEMENT



ADDITIONAL QUANTITIES:  
 CONCRETE 0.07407 SY/FT x LENGTH (FT) = \_\_\_\_\_ SY  
 ASPHALT INTERLAYER, IF REQUIRED (T) IN. x LENGTH (FT) x 0.000704 TN/IN.-FT = \_\_\_\_\_ TN  
 AGGREGATE BASE (BASED ON 2.07 TN/CT) (T) IN. x LENGTH (FT) x 0.0004252 TN/IN.-FT = \_\_\_\_\_ TN

NO. SCALE	REVISED ANGLE TAKEOFF AND LEVEL ADJUST. REVISION	DATE	FIG. NO.
NO. SCALE	REVISED ANGLE TAKEOFF AND LEVEL ADJUST. REVISION	DATE	FIG. NO.
NO. SCALE	REVISED ANGLE TAKEOFF AND LEVEL ADJUST. REVISION	DATE	FIG. NO.
NO. SCALE	REVISED ANGLE TAKEOFF AND LEVEL ADJUST. REVISION	DATE	FIG. NO.

DEPARTMENT OF TRANSPORTATION  
 STATE OF MICHIGAN

CONSTRUCTION DETAIL  
 PAVEMENT EDGE TREATMENT  
 ASPHALT AND CONCRETE PAVEMENT

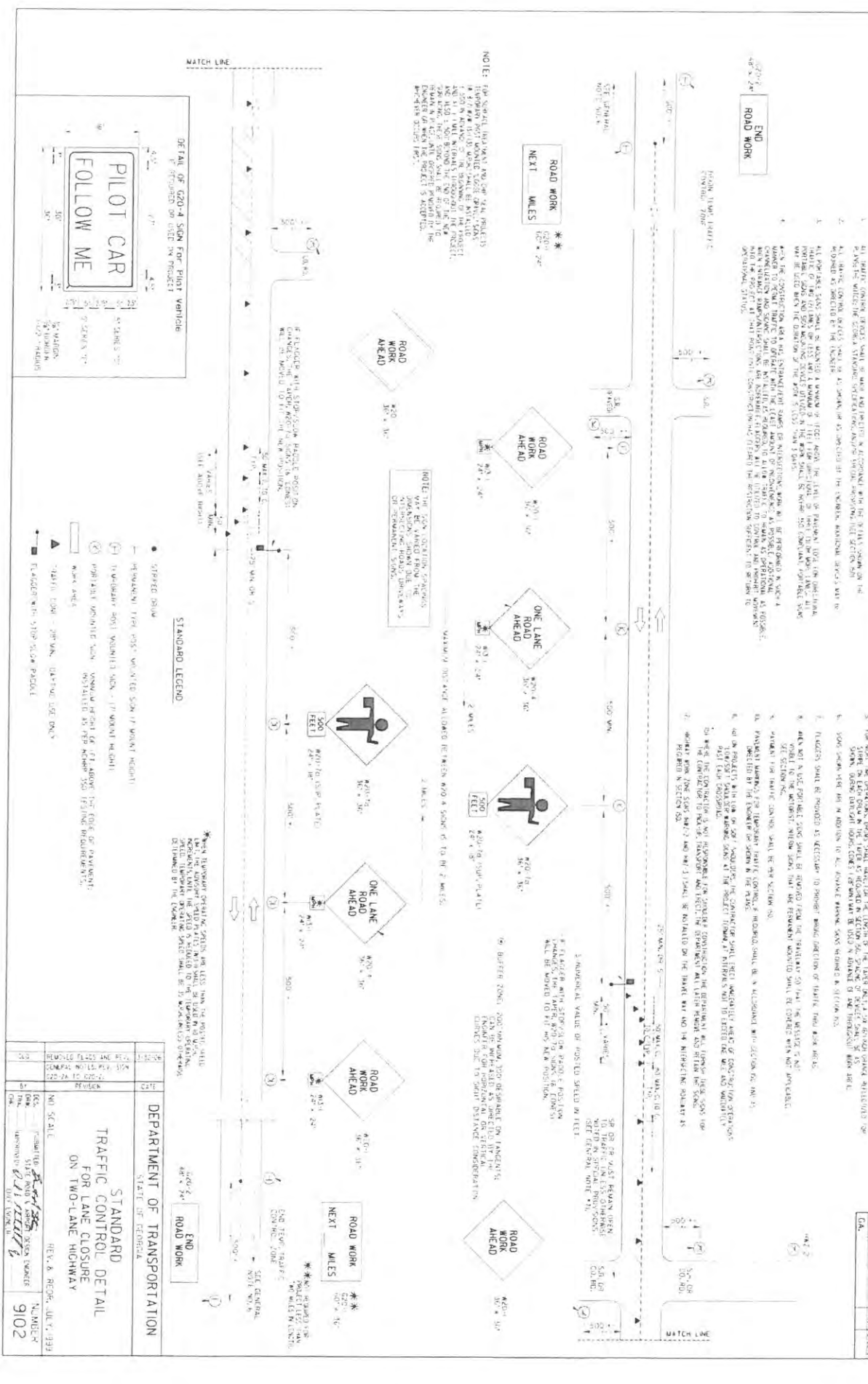
SEPTEMBER 2004  
 NUMBER P-7



**GENERAL NOTES:**

1. THE WORK AND OPERATIONS SHOWN SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE, AS ADOPTED BY THE BOARD OF PUBLIC WORKS OF THE STATE OF GEORGIA.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.
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**STANDARD LEGEND**

- STOPPED SIGN
- REGULATORY TRAFFIC CONTROL SIGN (MINIMUM HEIGHT)
- REGULATORY TRAFFIC CONTROL SIGN (MINIMUM HEIGHT)
- REGULATORY TRAFFIC CONTROL SIGN (MINIMUM HEIGHT)
- REGULATORY TRAFFIC CONTROL SIGN (MINIMUM HEIGHT)
- REGULATORY TRAFFIC CONTROL SIGN (MINIMUM HEIGHT)

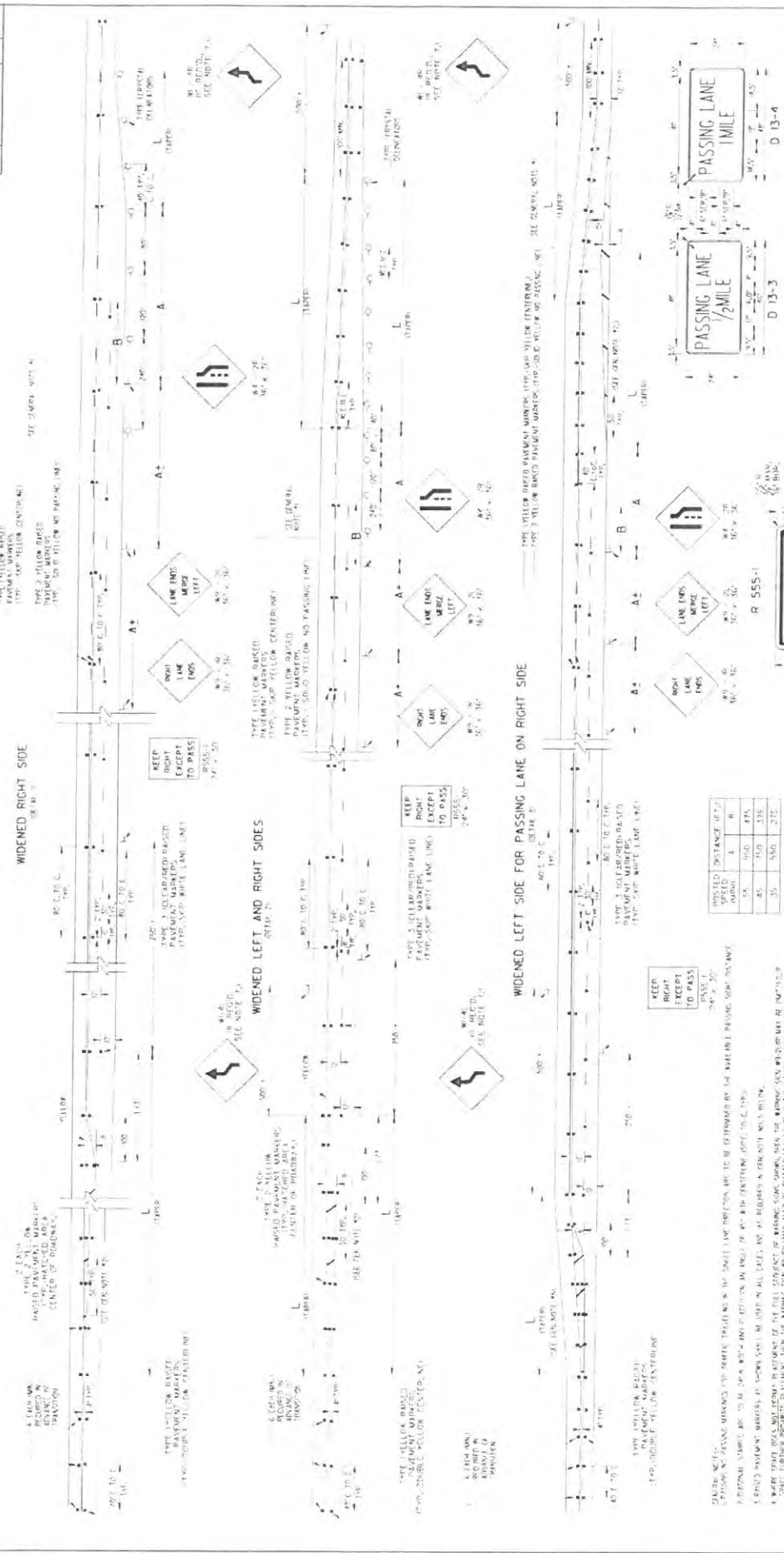
When temporary detour signs are used, the sign shall be placed in the center of the road. The sign shall be placed in the center of the road. The sign shall be placed in the center of the road.

**DEPARTMENT OF TRANSPORTATION**  
STATE OF GEORGIA

**STANDARD**  
**TRAFFIC CONTROL DETAIL**  
FOR LANE CLOSURE  
ON TWO-LANE HIGHWAY

NO. SCALE	REV. & CORR. DATE	NUMBER
1	1	9102





DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

STANDARD  
TAPERS, SIGNS, AND MARKINGS  
FOR PASSING LANES

NO. SCALE  
100' = 1" (VERTICAL)  
100' = 1" (HORIZONTAL)

DATE: 12/15/61  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

NO. SCALE  
100' = 1" (VERTICAL)  
100' = 1" (HORIZONTAL)

DATE: 12/15/61  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

POSTED SPEED LIMIT	MINIMUM LENGTH OF TAPER IN FEET
15	100
20	150
25	200
30	250
35	300
40	350
45	400
50	450
55	500
60	550
65	600
70	650
75	700
80	750
85	800
90	850
95	900
100	950

KEEP RIGHT EXCEPT TO PASS

MINIMUM LENGTH OF TAPER IN FEET  
POSTED SPEED LIMIT OR PERCENTAGE SPEED REDUCTION  
MINIMUM LENGTH OF TAPER IN FEET

1 - 15% OR MORE SPEED OF 45 MPH OR GREATER  
2 - 10% AND 15% SPEEDS OF 40 MPH OR LESS

1. TAPER LENGTHS SHALL BE BASED ON THE PERCENTAGE OF SPEED REDUCTION IN THE LEFT LANE BEING TAPERED TO THE PASSING LANE. THE PERCENTAGE OF SPEED REDUCTION SHALL BE BASED ON THE PERCENTAGE OF SPEED REDUCTION IN THE LEFT LANE BEING TAPERED TO THE PASSING LANE.

2. TAPER LENGTHS SHALL BE BASED ON THE PERCENTAGE OF SPEED REDUCTION IN THE LEFT LANE BEING TAPERED TO THE PASSING LANE.

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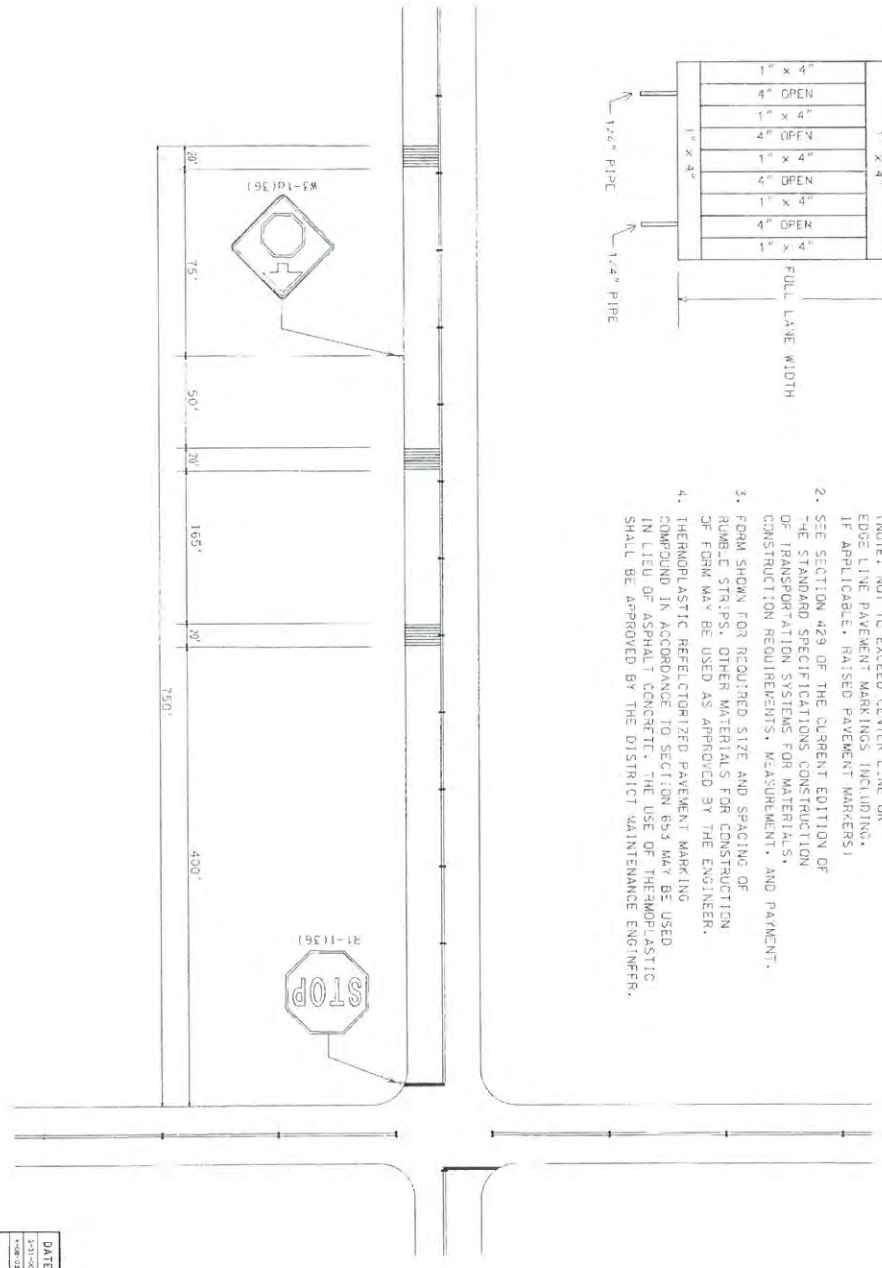
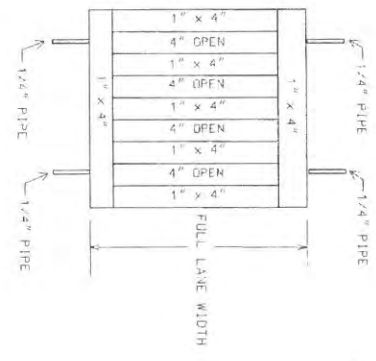
10. TAPER LENGTHS SHALL BE BASED ON THE PERCENTAGE OF SPEED REDUCTION IN THE LEFT LANE BEING TAPERED TO THE PASSING LANE.



STATE	PROJECT NUMBER	SHEET TOTAL
GA.		NO. SHEETS

GENERAL NOTES

1. FORM SHALL BE FULL WIDTH OF LANE.  
(NOTE: NOT TO EXCEED CENTER LINE OR EDGE LINE PAVEMENT MARKINGS INCLUDING, IF APPLICABLE, RAISED PAVEMENT MARKERS)
2. SEE SECTION 429 OF THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEMS FOR MATERIALS, CONSTRUCTION REQUIREMENTS, MEASUREMENT, AND PAYMENT.
3. FORM SHOWS FOR REQUIRED SIZE AND SPACING OF RUMBLE STRIPS. OTHER MATERIALS FOR CONSTRUCTION OF FORM MAY BE USED AS APPROVED BY THE ENGINEER.
4. THERMOPLASTIC REFLECTORIZED PAVEMENT MARKING COMPOUND IN ACCORDANCE TO SECTION 654 MAY BE USED IN LIEU OF ASPHALT CONCRETE. THE USE OF THERMOPLASTIC SHALL BE APPROVED BY THE DISTRICT MAINTENANCE ENGINEER.



DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION
2-11-00	ISSUED FOR CONSTRUCTION	OFFICE OF TRAFFIC SAFETY & DESIGN
1-18-01	REVISED TO REFLECT SECTION 429	DETAILS AND PLACEMENT OF RUMBLE STRIPS
		NO SCALE
		JANUARY 2000



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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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



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

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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



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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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



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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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



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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the



department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## SPECIAL PROVISION

### Required Contract Provisions Federal-Aid Construction Contracts

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1. *Subsection I.4 Selection of Labor; Delete the last sentence in the paragraph.*
2. *Subsections IV Davis Bacon and Related Act Provisions; Delete the first paragraph in its entirety and substitute the following:*

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

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.



**GENERAL REVISIONS VOL NO RIA COVER NOICES**

NOTICE OF THE UNITED STATES DEPARTMENT OF THE INTERIOR TO THE UNITED STATES OF AMERICA TO OBTAIN THE UNITED STATES OF AMERICA 112 3 F 1 8

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.

**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**

Construction contractors which are participating in an approved Community Development Plan (see 41 CFR 60-4-5) are required to comply with the goals of the Community Development Plan with regard to construction work they perform in the areas covered by the Community Development 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.

**FEDERAL REGISTER / VOL. 45, NO. 194 / FRIDAY, OCTOBER 3, 1980 / NOTICES**

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor(s) are responsible to make a portion of the work available



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Any individual who the Department finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are 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, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong
- (v) Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka
- (vi) Women
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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

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

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

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

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

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

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

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

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

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

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



- (D) The following factors are to be used in determining whether a DBE trucking company is performing a commercially useful function:
- (1) The DBE must be responsible for the management and supervision of the entire trucking operation for which they are responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
  - (2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (4) The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provided on the contract.
  - (5) The DBE may also lease trucks from a non-DBE and is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - (6) For purposes of this paragraph (D), a lease must indicate the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- (E) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:
- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
  - (ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment

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

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

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

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

## **REPORTS**

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



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

- B. In order to comply with 49 CFR 26.11, the Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report.
- C. Failure to respond within the time allowed in the request will be grounds for withholding all payments on all Contracts.

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

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

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

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

## INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

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

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

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

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

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

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

**DBE GOALS**

VENDOR ID: \_\_\_\_\_ BIDDER'S COMPANY NAME: \_\_\_\_\_  
PROJECT NO. & COUNTY: **PI# 0012623, FAYETTE COUNTY**  
LET NO: \_\_\_\_\_ LET DATE: \_\_\_\_\_ TOTAL BID: \_\_\_\_\_  
THE REQUIRED DBE GOAL ON THIS CONTRACT IS: **13%**  
I PROPOSE TO UTILIZE THE FOLLOWING DBE CONTRACTORS:

**LIST OF DBE PARTICIPANTS**

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

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

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



## INSTRUCTIONS TO CONTRACTOR DBE PARTICIPATION REPORT

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

1. PROJECT NUMBER – This is the GDOT assigned project number – See Contract.
  2. COUNTY – See Contract.
  3. CONTRACT ID NUMBER – This is the GDOT Contract Identification Number – See Contract.
  4. CONTRACTOR NAME –
  5. REPORT SUBMISSION DATE – This is the date the report is completed.
  6. REPORT NUMBER – Reports must be consecutively numbered.
  7. REPORT TYPE – This should be checked monthly until all work has been completed, at which time the Report Type should be changed to Final and submitted to the Project Manager.
  8. DATE WORK BEGAN – This is the date of the first day any work occurred on the project.
  9. DBE REQUIRED PERCENTAGE – This is the total required % of the original contract amount.
  10. CONTRACT \$ AMOUNT – DBE Amount: *The DBE amount and percentage are the DBE amount and percentage shown in the original contract. (In some instances, this amount may be greater than the percentage amount and may exceed the percentage in the contract; for reporting purposes, the amount over the DBE percentage on this contract is considered race neutral). Original subcontract amount should be at least the amount listed in the contract. Any amounts above the race conscious number or percentage are counted as race neutral and should be shown on report on a separate line than the race conscience. The contractor cannot add the race neutral until the race conscious is exceeded.*
  11. PERCENT \$ COMPLETE – Insert the Percentage Complete, which reflects the percentage of project completed in dollars to the ending date of this report.
  12. DBE \$ AMOUNT – This is the total dollar amount representing the percentage of the original contract.
  13. PERCENT PROJECT COMPLETE – Insert the Percentage of Project Complete, which indicates the time completed on the project.
  14. DATE CLOSING THIS REPORT – Please check the appropriate date for the close of payments for this report.
  15. SUPPLIER (S) – One who supplies material to the Project. The dollar value shown in the contracts for suppliers represents the calculated sixty percent (60%) dollar value of the original amount; therefore, the supplier percentage requires no further adjustments. The amount in the contract should be shown as the subcontract amount.
  16. OWNER / OPERATOR (O) – One who owns and operates the equipment themselves.
  17. SUBCONTRACTOR (SC) – Those who aren't a supplier or owner/operator.
  18. SUBCONTRACTOR AGREEMENT RECEIVED (SAR): The Department requests that you supply a copy of valid executable subcontract agreements between your company and your DBE subcontractors per section 108.01 of the Standard Specifications. All subcontracts shall include the Required Contract Provisions, FHWA 1273; these provisions shall not be incorporated by reference. A copy of subcontractor agreement (SAR) between the prime and each DBE must be submitted to the Area Engineer's Office.
  19. RACE NEUTRAL (RN) – DBE participation that would have been used in the absence of any contract goal provisions.
  20. RACE CONSCIOUS – DBE participation that was utilized specifically to meet the proposed contract goal or portion thereof.
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21. ORIGINAL SUBCONTRACT AMOUNT – This is the original amount shown in the Signed Contract.
22. PREVIOUS PAYMENTS – This totals all PAYMENTS prior to this report.
23. PAYMENTS THIS REPORT – These are the totals of PAYMENTS during this report period only.
24. PAYMENTS TO DATE – Show the actual amount that each DBE has payments to-date under the contract based on the unit prices paid to the DBE by the prime contractor and not contract unit prices. When a supplier is used to fulfill the DBE requirements, only 60% of the amount earned by the supplier may be entered. Show that total amount in the space provided.
25. CURRENT COLUMN TOTALS – Total each column.
26. PERCENT OF CONTACT – This percentage is calculated using the contract amount and the total DBE payments-to-date.
27. CERTIFICATION – The contractor or his authorized representative must sign this form prior to submittal. Failure to complete and submit this form in a timely manner may delay monthly progress payments.
28. DBE must perform at least 30% of work with own forces to meet commercially useful function criteria (49CFR26.55). If a DBE subcontracts part of the work of its contract to another firm, the value of the work can only be counted toward the DBE goal if the DBE's subcontractor is itself a DBE.
29. A DBE hauler must itself own and operate at least one fully licensed, insured and operational truck to be used on the contract.
30. Payments and commitments for Federal-aid projects **shall be separate and distinct and cannot be transferred or combined in any manner.**
31. Credits towards DBE goal can only be claimed after the amount being claimed toward the goal has been paid to the DBE. Attach cancelled checks: Prime Contractor shall submit documentation regarding all payments made from the Prime to all DBE subcontractors on federal aid projects in the form of copies of cancelled checks or notarized electronic documentation which validates said payments made on the DBE Monthly Participation Reports. This information shall be required monthly and submitted with the DBE Monthly Participation Report (49CFR26.11).

### GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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**FOR DEPARTMENTAL USE ONLY:**

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

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



DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

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**FEDERAL AID CERTIFICATION**  
(English Project)

First Use Date 2013 Specifications: November 22, 2013

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

**EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

Ms. Carol Gaudin  
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 2013 Edition 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**

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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.

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

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

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

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

\_\_\_\_\_  
(Notary Public)

My Commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Federal ID No./IRS No.)

\_\_\_\_\_  
(Print Company Name)

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

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

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

Joint Bidder:

\_\_\_\_\_  
(Print Company Name)

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



## MONTHLY DBE PARTICIPATION REPORT

REPORT SUBMISSION DATE: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_  
 COUNTY: \_\_\_\_\_  
 CONTRACT ID NO.: \_\_\_\_\_  
 CONTRACTOR: \_\_\_\_\_

REPORT NO.: \_\_\_\_\_

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

DBE REQUIRED %: \_\_\_\_\_  
 % DOLLAR COMPLETE: \_\_\_\_\_  
 % PROJECT COMPLETE: \_\_\_\_\_

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

S = SUPPLIER                      SC = SUBCONTRACTOR

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

TOTAL % PAID TO DATE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_  
 NAME / TITLE

SIGNATURE: \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

*THIS DOCUMENT HAS BEEN REVIEWED AT THE PROJECT LEVEL BY:*

PRINT NAME: \_\_\_\_\_  
 NAME / TITLE

SIGNATURE: \_\_\_\_\_  
 (Mandatory)

*THIS DOCUMENT HAS BEEN REVIEWED AT THE DISTRICT LEVEL BY:*

PRINT NAME: \_\_\_\_\_  
 NAME / TITLE

SIGNATURE: \_\_\_\_\_  
 (Mandatory)

## FHWA Tips on Evaluating a Commercially Useful Function

Of all the many elements in the DBE program there is one that can have the most detrimental impact on the ability of the prime contractor to meet its contract goal as well as the ability of a recipient to meet its overall goal. This element is commonly referred to as commercially useful function or “CUF”. How can just one element of the program have such an impact achieving the results Congress intended when it established the DBE program?

Both the prime contractor and the State Transportation Agency (STA) receive credit toward the DBE goal (contract and overall) only when a DBE working on a contract performs a CUF. DBEs generally perform work on a contract either as a contractor, a trucker, a regular dealer, or a manufacturer. While each of these categories is evaluated differently when determining whether the DBE has performed a CUF, there is one guiding principle that must be followed. Under the terms established in 49 CFR §26.55, a DBE firm performs a CUF when it is:

***"Responsible for execution of the work of the contract or a distinct element of the work . . . by actually performing, managing, and supervising the work involved."***

The question contract administrators often face is, “What are the management, supervision, and performance actions of a DBE firm that satisfactorily meet this requirement?” Evaluating these areas will form the basis to render a determination that a DBE has in fact performed a CUF. The contract is the one key reference point for any contract administrator and it is essential for this evaluation process. The contract has an effective description of the work to be performed by a DBE and is a legally recognized document.

The USDOT DBE regulations identify the following key factors that should be analyzed when determining whether a CUF is being performed:

- ❑ Evaluation of the amount of work subcontracted, whether it is consistent with normal industry practices;
- ❑ Whether the amount the firm is paid under the contract is commensurate with the work that is actually being performed to be credited towards the goal;
- ❑ When the DBE furnishes materials, the DBE must be responsible for negotiating the price, for determining the quality and quantity of the material, ordering the material, and paying for it. As a contractor, a DBE firm would typically be hired to both furnish the material and install it with its own labor force;
- ❑ Whether the DBE’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In essence, was the role merely a contrived arrangement for the purpose of meeting the DBE contract goal?

In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those performed by non-DBEs. A DBE must have a necessary and useful role in the transaction, of a kind for which there is a market outside the context of the program. The firm’s role must not be a superfluous step added in an attempt to obtain credit towards the goal.



## Normal Industry Practice

One of the most important elements to consider in any analysis of whether the DBE is performing a CUF is determining whether its role on the project is consistent with “normal industry practice.” This means, one must determine if the DBE is performing the work or services in the manner normally performed by all contractors—DBEs and non-DBEs. However, even if a DBE is performing pursuant to normal industry practices if those practices, in fact, erode the ability of the DBE to control its work and remain independent, the practice may affect how much can be credited toward the DBE goal and may raise questions about the DBE eligibility.

One general rule of thumb that can be considered is whether a DBE would be performing in the same manner if there was no DBE program. As further evidence of meeting normal industry practice, one must consider if the DBE performs this work on non-federally assisted contracts.

## Monitoring

In keeping with normal contract requirements, it is the primary responsibility of the prime contractor to ensure that the DBE is performing a CUF. The STA, as the contracting agency, has oversight responsibility to ensure that the prime contractor has effectively met this responsibility under its contract with the STA.

The STA needs to have sufficient field personnel and general headquarters staff to monitor the performance of work performed by DBEs on all federal aid projects, including those of sub-recipients. Contractors, DBEs, local public agencies, and all employees are required to cooperate in carrying out this responsibility. The STA should establish and enforce monitoring procedures that include the following:

- ❑ Clearly written directives defining the role and interrelationship of the STA’s various departmental staff responsible to monitor and evaluate the contractor’s compliance with the DBE contract provisions;
- ❑ Procedures that spell out specific monitoring activities and responsibilities of a project level monitoring program;
- ❑ Exchange of information between departmental, central and field offices in reporting accomplishments, violations and enforcement; and
- ❑ Procedures for the application of appropriate sanctions once a determination of failure to meet the DBE contract requirements is made.

## DBE Performance - CUF

Highway firms certified in the DBE program typically perform in four (4) categories: prime or subcontractor, trucker, regular dealer, and manufacturer. The following is an overview of each category, typical CUF questions, and a list of documents to review.



While DBEs are occasionally awarded prime contracts, DBEs primarily work as subcontractors for the prime. Subcontractors typically perform specific contract items and provide their own labor and materials. To determine whether a DBE subcontractor is performing a CUF, five (5) distinct operations must be considered: management, workforce, equipment, materials, and performance.

These areas must be evaluated to make a CUF determination, and situations need to be reviewed on a case by case basis. Some of the CUF questions cited below may also be quite adaptable to the other three types of work categories.

### MANAGEMENT

The DBE must manage the work that has been contracted to its firm. Management includes, but is not limited to:

- Scheduling work operations;
- Ordering equipment and materials;
- Preparing and submitting certified payrolls;
- Hiring and firing employees.

The DBE owner must supervise daily operations, either personally, or with a full time, skilled and knowledgeable superintendent employed by and paid wages by the DBE. The superintendent must be present on the job site and under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions for the firm. Mere performance of administrative duties is not considered supervision of daily operations.

#### Red Flags

Red flags are questionable practices which may warrant further review. The red flags for management operations may include, but are not limited to:

- The DBE owner or superintendent provides little or no supervision of the work;
- The DBE's superintendent is not a regular employee of the firm or supervision is performed by personnel associated with the prime contractor, or another business;
- Key staff and personnel are not under the control of the DBE;
- The DBE's owner is not aware of the status of the work or the performance of the business;
- Inquiries by department or FHWA representatives are answered by the prime contractor.

#### *Typical CUF questions could include:*

- Is there a written legal document executed by the DBE to perform a distinct element of work?
- Who does the on-site DBE representative report to?
- Has this individual ever shown up on any other contractor's payroll?
- Has the DBE owner been present on the jobsite?

#### *Typical documentation to evaluate:*

- Written contract
- Daily inspection reports and project diaries
- Payrolls

## WORKFORCE

In order to be considered an independent business, a DBE must keep a regular workforce. DBEs cannot "share" employees with non-DBE contractors, particularly the prime contractor. The DBE shall perform its work with employees normally employed by and under the DBE's control. All work must be performed with a workforce the DBE controls, with a minimum of **30%** of the work to be performed by the DBE's regular employees, or those hired by the DBE for the project from a source, such as a labor union. The DBE, in all instances, must have direct supervision over all of its employees.

The DBE must be responsible for payroll and labor compliance requirements for all employees performing on the contract and is expected to prepare and finance the payrolls. Direct or indirect payments by any other contractor are not allowed.

The DBE must perform at least 30% of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved.

### Red Flags

Some questionable workforce practices which may warrant further review include, but are not limited to:

- Supervision of DBE employees by another contractor;
- Actual work is performed by personnel normally employed by the prime contractor or another business;
- Employees are paid by the DBE and the prime contractor.

### *Typical CUF questions could include:*

- Who prepares the DBE's certified payroll?
- Have any of the DBE's employees ever shown up on any other contractor's payroll?
- Who does the DBE on-site representative contact for hiring, firing or to modify the contract due to site condition changes or change orders?
- Asking DBE employees on the jobsite who they report to and who signs their checks.

### *Typical Documents to evaluate:*

- Written contract
- Daily inspection reports and project diaries
- Certified payrolls
- Copies of cancelled checks, if necessary

## EQUIPMENT

A DBE may lease specialized equipment from a contractor, excluding the prime, if it is consistent with normal industry practices and at rates competitive for the area. The lease must specify the terms of the agreement. The lease must be for a short period of time and involve a specialized piece of equipment to be used at the job site. The lease may include an operator for the equipment who remains on the lessor's payroll if this is a generally acceptable practice within the industry. The operation of the equipment must be subject to the full control of the DBE.

The DBE is expected to provide the operator for non-specialized equipment and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required. All lease agreements should be approved by the STA prior to the DBE starting the work.

On a case by case basis, the STA may approve the DBE to lease a specialized piece of equipment from the prime. However, the STA must ensure that the lease amount is not counted toward the contract goal. Equipment leased and used by the DBE with payment deducted from the prime contractor's payment (s) to the DBE is not allowed.

### Red Flags

Some questionable equipment practices which may warrant further review include, but are not limited to:

- Equipment used by the DBE belongs to the prime contractor or another contractor with no formal lease agreement;
- The equipment signs and markings cover another owner's identity, usually through the use of magnetic signs;
- A DBE trucking business uses trucks owned by the prime contractor.

### *Typical CUF questions could include:*

- List the major self-propelled (engine) equipment used by the DBE. Determine if the equipment belongs to the DBE. Is it owned or leased?
- If leased, is there an agreement identifying the terms and parties? Is it signed by the DBE owner?
- Does the equipment have the DBE's markings or emblems?
- Is the equipment under the direct supervision of the DBE?
- Is the operator of the leased equipment the DBE's employee?
- If the equipment is leased, is the payment for the equipment deducted from the work performed?

### *Typical Documents to evaluate:*

- Written contract
- Daily inspection reports and project diaries
- Leases



## MATERIALS

For a DBE contractor (furnish and install) to receive credit for supplying materials, the DBE must perform the following four functions: (1) negotiate price; (2) determine quality and quantity; (3) order the materials; and (4) pay for the material itself. If the DBE does not perform all of these functions, it has not performed a CUF with respect to obtaining the materials, and the cost of the materials may not be counted toward the DBE goal. Invoices for the material should show the payor as the DBE.

While the regulations tell recipients to consider normal industry practices, this does not overrule the requirement that the DBE must perform the four functions enumerated above. For example, even if standard industry practices in certain areas of the country allow no subcontractor to perform all four functions enumerated above (e.g. manufacturers will only negotiate with a prime, thereby eliminating the DBE's ability to negotiate the price), the "furnish" portion of the transaction does not lend itself to the performance of a CUF by the DBE, and credit cannot be given for the acquisition or cost of the materials.

### Red Flags

Some questionable material supply practices which may warrant further review include, but are not limited to:

- Materials for the DBE are ordered, or paid for, by the prime contractor;
- Two party checks or joint checks are sent by the prime to the supplier or manufacturer, instead of sent by the DBE;
- Materials or supplies necessary for the DBE's performance are delivered to, billed to, or paid by another business;
- Materials are delivered to the jobsite by a party separate from the DBE;
- Payment for materials is deducted by the prime contractor from payments to the DBE for work performed;
- A DBE prime contractor only purchases materials while performing little or no work.

### *Typical CUF questions could include:*

- Is there a written contract executed by the DBE to perform a distinct element of work? Is the work to be performed by a DBE a "furnish and install" item of work?
- Who makes arrangements for delivery of materials?
- Who are the material invoices made out to?
- Who scheduled delivery of materials?
- In whose name are materials shipped?
- Who actually delivered the materials?
- If two party checks are used, who are the parties identified as payable to?

### *Typical Documentation to evaluate:*

- Written contract
- Delivery tickets
- Invoices
- Daily inspection reports and project diaries

## PERFORMANCE

The DBE must be responsible for the performance, management and supervision of a distinct element of the work, in accordance with normal industry practice (except where such practices are inconsistent with the DBE regulations).

### Red Flags

Some questionable performance practices which may warrant further review include, but are not limited to:

- Work is being done jointly by the DBE and another contractor;
- The work to be performed by the DBE is outside of the DBE's known experience or capability;
- Any portion of the work designated to be performed by a DBE subcontractor is performed by the prime contractor or any other firm;
- The DBE is working without a subcontract approved by the department, except in the case of trucking;
- A DBE prime contractor subcontracts more than 50% of the contract value;
- The agreement between the prime contractor and DBE artificially inflates the DBE participation;
- An agreement that erodes the ownership, control or independence of the DBE subcontractor;
- A DBE works for only one prime contractor, or a large portion of the firm's contracts are with one contractor;
- The volume of work is beyond the capacity of the DBE.

### *Typical CUF questions could include:*

- Does the DBE on-site representative effectively manage the job site without any interference from the prime contractor?
- Does the DBE appear to have control over methods of work on its contract items?
- Is the DBE actually scheduling work activities, material deliveries and other related actions required for execution of the work?
- Has any other contractor performed any amount of work specified in the DBE's contract?

### *Typical Documents to evaluate:*

- Written contract
- Daily inspection reports or project diaries

## DBE TRUCKING FIRMS

To be certified in the DBE program as a trucking firm, the DBE is required to own and operate at least one fully licensed, insured, and operational truck used on the contract. To perform a CUF, a DBE must also be responsible for the management and supervision of the entire trucking operation or a specified portion of the trucking operation to which it has been committed. There cannot be a contrived arrangement for the purpose of meeting a DBE goal.

A DBE can supplement its fleet by leasing a truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement 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. Otherwise, the DBE does not receive full credit for DBE participation.

Leased trucks must display the name and identification number of the DBE. The DBE trucker must also hold the necessary, where appropriate, license, hauling permit, etc., as required by the State to transport material on public highways.

To count the value of DBE trucking services toward a contract goal, the following can occur:

- ❑ The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE can count the entire value of services performed by these DBE trucks.
- ❑ The DBE may also lease trucks from non-DBEs and owner--operators. The DBE can count the value of these trucking services up to the value of services performed by the DBE trucks used on the contract.
- ❑ DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.

In order for the STA or subrecipient to monitor the performance of a DBE trucking firm, the work to be performed must be covered by a subcontract approved by the STA prior to performing the work. Additional documentation required when the DBE leases equipment is a valid lease to be provided to the STA for appropriate action. To be considered valid, the lease must include such items as the lessor's name, list of trucks to be leased by vehicle identification number (VIN), and the agreed upon amount of the cost and method of payment. It should be the responsibility of the DBE to provide the operator's fuel, maintenance and insurance for all leased trucks.

*Typical CUF questions could include:*

- ❑ Do the trucks used on the project belong to the DBE?
- ❑ If leased, is there a formal lease identifying the terms and parties?
- ❑ Are the rates appropriate?
- ❑ Is there an approved subcontract?
- ❑ If so, who are the parties?
- ❑ Are the DBE's employees shown on the certified payrolls?



*Typical Documentation to evaluate:*

- Subcontracts
- Leases
- Payroll records
- Daily inspection reports and project diaries

**DBE REGULAR DEALERS**

In order for a firm to operate as a regular dealer, it must perform CUF, and must also comply with other requirements applicable to regular dealers. It must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer is a firm that owns, operates, or maintains 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, except as noted below.

It is important to make a distinction between a regular dealer and a firm that supplies a product on an *ad hoc* basis in relation to a particular contract or contractor. A regular dealer has a regular trade with a variety of customers. One of the key considerations of being a regular, established dealer is the presence of an inventory of materials and/or supplies. A regular dealer assumes the actual and contractual responsibility for the provision of the material and/or supplies.

A firm may be a regular dealer in bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the firm 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.

If a DBE meets the requirements of a regular dealer, it may count 60% of the cost of the materials, if reasonable, toward the contract goal. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

*Typical CUF questions could include:*

- Does the regular dealer have an established storage facility and inventory?
- Does the dealer have a business that sells to the public on a routine basis in the product being supplied?
- Does the business stock the product for use on the project as a normal stock item?
- Who is delivering and unloading the material?
- Is distribution equipment owned or leased, long term by the DBE, used in delivering the product?
- For bulk items, where does the material come from? Does the DBE have a distribution agreement?

*Typical Documentation to evaluate:*

- Purchase Orders
- Invoices
- Delivery Tickets

DBE MANUFACTURERS

As described in 26.55(e)(1)(ii), 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. Examples of such items could be a concrete ready mix plant, a crushing operation, or a steel or concrete fabricating plant.

*Typical CUF questions could include:*

- Is the business's primary function to manufacture construction products?
- Does the business stock the product altered for this project as a normal stock item?
- Is the quality of the materials controlled by the DBE?
- Does the DBE purchase the raw material used in its plant?

*Typical Documents to evaluate:*

- Purchase orders
- Bill of lading
- Shipping tickets

## Sanctions for Compliance and Enforcement

The prime contractor is ultimately responsible for ensuring that a DBE performs a CUF. Failure of a DBE to perform a commercially useful function should result in the STA taking specific definitive actions to enforce the CUF requirement of the contract. Some of the actions an STA could take include, but are not limited to, the following:

- Deny or limit credit towards the contract goal;
- Require the prime to make GFE to replace the DBE to meet the goal on remaining work;
- Withhold progress payments;
- Terminate the contract;
- Reduce the contractor's prequalification limit.

Some questions that could be part of an evaluation procedure:

- If a CUF was not performed by the DBE, what action was taken to correct the deficiency?
- Did the action taken correct the deficiency?

List of Typical Documentation to Collect:

- Executed contracts

- ❑ Material/ supply agreements
- ❑ Invoices of materials/supplies
- ❑ Equipment titles of ownership
- ❑ Equipment lease/rental agreements
- ❑ Hauling tickets
- ❑ Delivery tickets
- ❑ Canceled checks
- ❑ Project inspection/diaries
- ❑ Payroll records

When a DBE is presumed not to be performing a CUF, the DBE may present evidence to rebut this presumption. Decisions regarding CUF determinations are subject to review by concerned operating administrations, such as the FHWA. However, CUF decisions are not appealable to USDOT, they are contract administration issues.

### CUF & Certification

Certification and commercially useful function are separate and distinct issues. Certification decisions address the nature of a firm's ownership and structure while CUF primarily concerns the role a firm has played in a particular transaction. Even if the certification process has identified the DBE's ability to perform as a contractor, regular dealer, or manufacturer, it is important to review and determine what and how a DBE actually performs during the performance of the contract.

A DBE's repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm's ability to control the work and its independence from the non-DBE firm, the STA should address this matter. An STA may commence a proceeding under 26.87 to determine the continued eligibility of the DBE firm.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. If fraud is suspected the STA should contact the DOT Office of Inspector General.





- j. Is the DBE maintaining its own payroll?  
 Yes  No
- k. Who prepares the DBEs certified payroll? \_\_\_\_\_
- l. Is the DBE actually scheduling work activities, material deliveries and other related actions required for prosecution of the work?  
 Yes  No
- m. Did the DBE subcontract any items or portions of the work to any other firm?  
 Yes  No  
 If yes, what % was subcontracted? \_\_\_\_\_%  
 Name of the firm \_\_\_\_\_

2. Equipment

- a. List the major self-propelled (engine) equipment used by the DBE: \_\_\_\_\_
- b. Does the equipment have the DBE's markings or emblems?  
 Yes  No  
 If another firm's markings are discernible, note the name: \_\_\_\_\_
- c. Is the DBE's equipment?  
 Owned  Leased from \_\_\_\_\_
- d. If leased, is there a formal agreement identifying the terms and parties?  
 Yes  No
- e. Is the equipment under the direct supervision of the DBE?  
 Yes  No
- f. Is the operator of the leased equipment the DBE's employee?  
 Yes  No  
 If not the DBE's, whose employee is he/she? \_\_\_\_\_
- g. If the equipment is leased, is the payment for the equipment deducted from the work performed?  
 Yes  No

3. Workforce:

- a. List the name of DBE's crew as observed during the operation described above:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- b. Has any of this crew ever shown up on any other contractors' payroll?  
 Yes  No
- c. Does the DBE's workforce know who they work for?  
 Yes  No

## 4. Materials:

- a. Is the DBE contracted to furnish and install a contract item?  
 Yes  No
- b. Is the quality and quantity of the materials controlled by the DBE?  
 Yes  No
- c. If two party checks used, who are the parties identified as payable to:  
 \_\_\_\_\_
- d. Who makes arrangements for delivery of materials? \_\_\_\_\_
- e. Material Invoices made out to: \_\_\_\_\_
- f. Who scheduled delivery of materials? \_\_\_\_\_
- g. In whose name area materials shipped? \_\_\_\_\_
- h. Does the prime contractor direct whom the DBE is to obtain the material from and at what price?  
 Yes  No

## 5. Performance:

- a. Does the DBE appear to have control over methods of work on its contract items?  
 Yes  No
- b. Has any other contractor performed any amount of work specified in the DBE contract?  
 Yes  No

## 6. Other Work categories:

## Truckers:

- a. Are DBE trucks present on the job site?  Yes  No  
 Are they  Owned  Leased from \_\_\_\_\_  
 If leased, is there a formal agreement identifying the terms and parties?  
 Yes  No
- b. Are the rates appropriate?  
 Yes  No
- c. Is there an approved subcontract or written agreement?  
 Yes  No  
 Who are the parties? \_\_\_\_\_



- d. Are DBE employees shown on the certified payroll?  
 Yes  No

Regular Dealers:

- a. Does the regular dealer have an established storage facility and inventory?  
 Yes  No
- b. Does the dealer have a business that sells the product being supplied to the public on a routine basis?  
 Yes  No
- c. Does the business stock the product being supplied as a normal stock item?  
 Yes  No
- d. Is the quantity and quality of the materials controlled by the DBE?  
 Yes  No
- e. In whose name are the materials shipped? \_\_\_\_\_
- f. Who is delivering and unloading the material? \_\_\_\_\_
- g. Is the distribution equipment used in delivering the product the DBE's?  
 Yes  No  
 If so, is it:  Owned  Leased
- h. If leased, is it a long term lease and not a lease developed specifically for the project?  
 Yes  No

7. Manufacturer

- a. Is the business's primary function to manufacturer construction products?  
 Yes  No
- b. Does the business stock the product manufactured or altered for this project as a normal stock item?  
 Yes  No
- c. Is the quality of the materials controlled by the DBE?  
 Yes  No

General Notes:

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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First Use 2013 Specifications: November 01, 2013

**SPECIAL PROVISION**

**PROMPT PAYMENT:**

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

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

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

All subcontract agreements shall contain this requirement.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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

**BUY AMERICA**

Revised: March 25, 1992

Revised: January 7, 1994

Revised: June 9, 1995

First Use 2013 Specifications: November 1, 2013

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

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

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

**CONVICT PRODUCED MATERIALS**

March 25, 1992

Revised: September 6, 1993

First Use 2013 Specifications: November 1, 2013

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

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



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contracting Entity:

Address:

Contract No. and Name:

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By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in 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.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

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**

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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.



**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SUPPLEMENTAL SPECIFICATION**

**Section 107—Legal Regulations and Responsibility to the Public**

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*Delete Subsection 107.21 and Substitute the following:*

**107.21—Contractor’s Worksite Utility Coordination Supervisor**

**107.21 General Description**

The Contractor shall designate, prior to beginning any work, a Worksite Utility Coordination Supervisor (WUCS) who shall be responsible for initiating and conducting utility coordination meetings and accurately recording and reporting the progress of utility relocations and adjustment work. Also, the WUCS shall prepare an Emergency Response Plan for the purpose of planning, training, and communicating among the agencies responding to the emergency. The WUCS shall be the primary point of contact between all of the Utility companies, the Contractor and the Department. The WUCS shall recommend the rate of reoccurrence for utility coordination meetings and the Engineer will have the final decision on the regularity for utility coordination meetings. In no case will utility coordination meetings occur less than monthly until controlling items of utility relocations and adjustment milestones are completed. The WUCS shall contact each of the utility companies for the purpose of obtaining information including, but not limited to, a Utility Adjustment Schedule for the controlling items of utility relocations and adjustments. The WUCS shall notify the appropriate utility company and/or utility subcontractors and the Department of the status of controlling items of relocations and adjustment milestones as they are completed. The WUCS shall furnish the Engineer, for approval, a Progress Schedule Chart, immediately following the receipt of the Notice to Proceed unless otherwise specified, which includes the utility companies controlling items of work and other information in accordance with Section 108.03 or elsewhere in the Contract documents.

**A. Qualifications**

The WUCS shall be an employee of the Prime Contractor, shall have at least one year experience directly related to highway and utility construction in a supervisory capacity and have a complete understanding of the Georgia Utilities Protection Center operations, and shall be knowledgeable of the High-voltage Safety Act and shall be trained on the Georgia Utility Facility Protection Act (GUFPA). The Department does not provide any training on GUFPA but will maintain a list of the Georgia Public Service Commission certified training programs developed by other agencies. Currently the following companies offer approved GUFPA training programs:

Associated Damage Consultants

Phone: 706.234.8218 or 706.853.1362

Georgia Utility Contractors Association

Phone: 404.362.9995

## Section 107—Legal Regulations and Responsibility to the Public

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Georgia Utilities Protection Center

Phone: 678.291.0631 or 404.375.6209

H B Training & Consulting

Phone: 706.619.1669 or 877.442.4282 (Toll Free)

The Prime Contractor is responsible for obtaining the GUFPA training for their employees.

Questions concerning the Georgia Public Service Commission GUFPA training program should be directed to:

Georgia Public Service Commission

244 Washington St. SW

Atlanta, GA 30334-5701

404.463.9784

### **B. Ticket Status**

During the utility coordination meetings the WUCS shall collect and maintain the Ticket Status information to determine the status of all locate requests within the project limits. This information will be used to assure those planning to use mechanized equipment to excavate or work within the project limits are prepared to begin work when they have reported or estimated beginning work. At points where the Contractor's or utility company's operations are adjacent to or conflict with overhead or underground utility facilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not commence until all arrangements necessary for the protection thereof have been made.

### **C. Notice**

The names of known utility companies and the location of known utility facilities will be shown on the Plans, or listed in the Subsurface Utility Engineering Investigation if performed or in the Special Provisions; and the WUCS shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. Notice to the utility companies by the Department of the Award of Contract, under Subsection 105.06, shall not be deemed to satisfy the notice required by this paragraph. Furthermore, this 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".

### **D. Agenda**

The WUCS shall cooperate with the companies of any underground or overhead utility facilities in their removal and relocations or adjustment work in order that these operations may progress in a reasonable manner, that duplication of their removal and relocations or adjustment work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted. To promote this effort the WUCS shall prepare an agenda for the utility coordination meetings and circulate same in advance of the meeting to encourage input and participation from all of the utility companies. The agenda will be prepared by an examination of the project site and may include photographs of potential/actual utility conflicts.



## Section 107—Legal Regulations and Responsibility to the Public

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### E. Emergency Response Plan

The WUCS shall prepare an Emergency Response Plan within 30 days following the receipt of the Notice to Proceed. The WUCS shall clearly mark and highlight the gas, water and other pressurized pipeline shut-off valves and other utility services including overhead switch locations on the utility plans; and prepare a chart to indicate the location of each site (Street address or intersections), the utility company or operator of the facility with emergency contact information and the working condition of the device to facilitate prompt shut-off. The WUCS shall post the Emergency Response Plan in an area readily accessible to the Department. In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

### F. Submission

Provisions for reporting all utility coordination meetings, the progress of utility relocation and adjustment work milestones and ticket status information will be reported on a form developed by the WUCS and will be distributed by the WUCS to all of the utility companies as milestones are met and shall be included as part of the project records. These reports shall be delivered to the Engineer for review, on a monthly basis. The WUCS shall immediately report to the Engineer any delay between the utility relocation and adjustment work, the existing Utility Adjustment Schedule, or the proposed Utility Adjustment Schedule so that these differences can be reconciled.

### G. Delays

Delays and interruptions to the controlling Item or Items of The Work caused by the adjustment or repair of water, gas, or other utility appurtenances and property will be considered for an extension of Contract Time as provided in Subsection 108.07.E unless such delays are due to the negligence of the Contractor.

### H. Facilities Supported on Bridges

If the utility facilities are to be supported on bridges, the following provisions shall apply:

1. The Plans will show the location of the facility and the auxiliary items necessary to support the facility.
2. The Contractor constructing the bridge shall install anchor bolts, thimbles, inserts, or other auxiliary items attached to the bridge as a part of the support for the utility facility. The Utility Company shall furnish these auxiliary items, unless the Contract indicates these items are to be furnished by the Contractor as a part of the bridge construction.
3. The Utility or its subcontractor constructing the utility facility shall install hanger rods, pipe rollers, and other attachments necessary for the support of the utility facility as indicated on the Plans. The Utility Company shall furnish these attachments at no cost to the Department or the prime contractor unless otherwise specified. This work shall also include:
  - a. Caulking the openings around the utility where it passes through endwalls to prevent the passage of undesirable materials.
  - b. Painting the exposed portions of utility supports unless such supports are corrosion resistant. Painting shall be done in accordance with the applicable portions of Section 535, unless otherwise specified.
4. The sequence of bridge construction work may be set forth in the Plans and/or the Special Provisions and will show at what stage of the Work a utility company will be allowed to make the utility installation. Further, all or any portion of The Work under Subsection 107.21.H.3 may be included in the bridge Contract by the Plans and/or the Special Provisions.



## **Section 107—Legal Regulations and Responsibility to the Public**

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5. Any damage to the bridge structure caused by the utility installation shall be repaired to the satisfaction of the Engineer at the expense of the Utility or its subcontractor installing the utility facility.

### **I. Clearances**

The Plans provide for at least minimum clearance of utilities as required by the National Electrical Safety Code, U.S. Department of Commerce, and National Bureau of Standards. Any additional clearance the Contractor may desire or require in performing The Work shall be arranged by the Contractor with the utility company. The Department will pay no extra compensation for such additional clearances.

### **J. Utility Relocation Progress Schedule**

The purpose of the Utility Adjustment Schedule is to provide the Contractor with the pertinent information, including any utility staging required, dependent activities, or joint-use coordination that is required for the creation of a feasible progress schedule. A suitable Utility Adjustment Schedule form is available from the Department for the WUCS to circulate to utility companies for any proposed project construction staging or should a utility company not duly file a Utility Adjustment Schedule to the Department during the preconstruction phase of the project. The WUCS shall submit a Utility Relocation Progress Schedule showing together the Progress Schedule Chart referenced in Section 108.03 and the proposed Utility Adjustment Schedules from all utility companies to the Engineer for review and approval. Copies of existing Utility Adjustment Schedules with utility companies having facilities on this project will be made available at the Georgia Department of Transportation, Office of Construction Bidding Administration, located at One Georgia Center, 600 West Peachtree Street, NW, Atlanta, GA 30308, for examination by the Contractor. The Utility Adjustment Schedules are available on-line at: <http://www.dot.ga.gov/doingbusiness/contractors/Pages/default.aspx>

### **K. Compensation**

There will be no separate measurement or payment for this Work. The cost associated with this Work shall be included in the overall Bid submitted.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 161—Control of Soil Erosion and Sedimentation**

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*Add the following:*

**161.1 General Description**

This Work includes using control measures shown on the Plans, ordered by the Engineer, or as required during the life of the Contract to control soil erosion and sedimentation through the use of any of the devices or methods referred to in this Section.

**161.1.01 Definitions**

Certified Personnel— certified personnel are defined as persons who have successfully completed the Level IA certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

Design Professional as defined in the current GAR100002 NPDES permit.

**161.1.02 Related References**

**A. Standard Specifications**

Section 105—Control of Work

Section 106—Control of Materials

Section 107—Legal Regulations and Responsibility to the Public

Section 109—Measurement and Payment

Section 160—Reclamation of Material Pits and Waste Areas

Section 162—Erosion Control Check Dams

Section 163—Miscellaneous Erosion Control Items

Section 166—Restoration or Alteration of Lakes and Ponds

Section 170—Silt Retention Barrier

Section 171—Temporary Silt Fence

Section 205—Roadway Excavation

Section 434—Sand Asphalt Paved Ditches

Section 441—Miscellaneous Concrete

Section 603—Rip Rap

Section 700—Grassing

Section 710—Permanent Soil Reinforcing Mat

Section 715—Bituminous Treated Roving

Section 716—Erosion Control Mats (Blankets)

Erosion control measures contained in the Specifications include:

<b>Erosion Control Measure</b>	<b>Section</b>
Temporary Check Dams	163.3.05.J
Bituminous Treated Mulch	<u>700.3.05.G</u>
Concrete Paved Ditches	<u>441</u>
Bituminous Treated Roving	<u>715</u>
Erosion Control Mats (Blankets)	<u>716</u>
Erosion Control Check Dams	<u>162</u>
Grassing	<u>700</u>
Maintenance of Temporary Erosion Control Devices	<u>165</u>
Permanent Soil Reinforcing Mat	<u>710</u>
Reclamation of Material Pits and Waste Areas	<u>160</u>
Rip Rap	<u>603</u>
Restoration or Alteration of Lakes and Ponds	<u>166</u>
Sand-Asphalt Ditch Paving	<u>434</u>
Sediment Basin	<u>163.3.05.C</u>
Silt Control Gate	<u>163.3.05.A</u>
Silt Retention Barrier	<u>170</u>
Sod	<u>700.3.05.H &amp; 700.3.05.I</u>
Mulch	<u>163</u>
Temporary Grassing	<u>163.3.05.F</u>
Temporary Silt Fence	<u>171</u>
Temporary Slope Drains	<u>163.3.05.B</u>
Triangular Sediment Barrier	<u>720</u>
Silt Filter Bag	<u>719</u>
Organic & Synthetic Material Fiber Blanket	<u>713</u>

**B. Referenced Documents**

Erosion and Sedimentation Pollution Control Plans (ESPCP)

**161.1.03 Submittals**

**A. Status of Erosion Control Devices**

The Worksite Erosion Control Supervisor (WECS) or certified personnel will inspect the installation and maintenance of the Erosion Control Devices according to Subsection 167.3.05.B and the ESPCP.

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to Subsection 167.3.05.C for report requirements.



2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

**B. Erosion and Sedimentation Pollution Control Plan**

1. Project Plans

An erosion and sedimentation pollution control plan (ESPCP) for the construction of the project will be provided by the Department. The ESPCP will be prepared for the various stages of construction necessary to complete the project.

If the Contractor elects to alter the stage construction from that shown in the plans, it will be the responsibility of the Contractor to have the plans revised and prepared in accordance with the current GAR100002 NPDES permit by a Design Professional to reflect all changes in Staging. This will also include any revisions to erosion and sedimentation control item quantities. If the changes affect the Comprehensive Monitoring Program (CMP), the Contractor will be responsible for any revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

2. Haul Roads, Borrow Pits, Excess Material Pits, etc.

The Contractor is responsible for preparing erosion and sedimentation control plans for construction access roads and or haul roads borrow pits, excess material pits, etc (inside the Right of Way). Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

If construction of access roads, haul roads, borrow pits, excess material pits, etc., (inside the Right of Way) encroach within the 25 foot (7.6 m) buffer along the banks of all state waters or within the 50 ft. (15 m) buffer along the banks of any state waters classified as a "trout stream", a state water buffer variance must be obtained by the Contractor prior to beginning any land disturbing activity in the stream buffer.

3. Erosion Control for Borrow and Excess Material Pits Outside the Right-of-Way

Erosion control for borrow pits and excess material pits outside the right of way is the responsibility of the Contractor. If borrow or excess material pits require coverage under the National Pollutant Discharge Elimination System permit (NPDES) or other permits or variances are required, submit a copy of all documentation required by the permitting agency to the Engineer. All costs associated with complying with local, state, and federal laws and regulations are the responsibility of the Contractor.

4. Culverts and Pipes

The ESPCP does not contain approved methods to construct a stream diversion or stream diversion channel. The Contractor shall prepare a diversion plan utilizing a Design Professional as defined in the current NPDES permit. See 161.3.05 G for additional information.

5. Temporary Asphalt or Concrete Batch Plants

In addition to the requirements of any applicable specifications, if the Department authorizes the temporary installation and use of any asphalt, concrete or similar batch plants within its right of way, the contractor shall submit an NOI to the Georgia Environmental Protection Division for coverage under the following NPDES permits; The Infrastructure permit for the construction of the plant, and the Industrial permit for the operation of, such a plant. The contractor shall submit the NOIs as both the Owner and the Operator.

## **161.2 Materials**

General Provisions 101 through 150.

### **161.2.01 Delivery, Storage, and Handling**

General Provisions 101 through 150.

## **161.3 Construction Requirements**

### **161.3.01 Personnel**

#### **A. Duties of the Worksite Erosion Control Supervisor**

Before beginning Work, designate a Worksite Erosion Control Supervisor (WECS) to initiate, install, maintain, inspect, and report the condition of all erosion control devices as described in Sections 160 through 171 or in the Contract and ESPCP documents. The designee shall submit their qualifications on the Department provided resume form for consideration and approval. The contractor may utilize additional persons having WECS qualifications to facilitate compliance however, only one WECS shall be designated at a time.

The WECS and alternates shall:

- Be an employee of the Prime Contractor.
- Have at least one year of experience in erosion and sediment control, including the installation, inspection, maintenance and reporting of BMPs.
- Successfully completed the Georgia Soil and Water Conservation Commission Certification Course Level IA and the Department's WECS Certification Course.
- Provide phone numbers where the WECS can be located 24 hours a day.

The WECS' duties include the following:

1. Be available or have an approved representative available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control and flooding control.
2. Inform the Engineer in writing whenever the alternate WECS assumes project responsibilities.
3. Ensure that erosion control deficiencies are corrected within seventy two (72) hours or immediately during emergencies. Deficiencies that interfere with traffic flow, safety or downstream turbidity are to be corrected immediately.
4. During heavy rain, have the construction area patrolled day or night, any day of the week to quickly detect and correct erosion or flooding problems before they interfere with traffic flow, safety, or downstream turbidity.
5. Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to Subsection 105.15, "Failure to Maintain Roadway or Structures."
6. Maintain and submit for project record, "As-built" Erosion and Sedimentation Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
7. Ensure that both the WECS and the alternate meet the criteria of this Subsection.
8. The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS will be required prior to the expiration date shown on the Certification card in order to remain as Certified Personnel and the WECS for the project.

Failure of the WECS or alternate to perform the duties specified in the Contract, or whose performance, has resulted in a citation being received from a State or Federal Regulatory Agency, e.g. the Georgia Environmental Protection Division, shall result in one or more of the following:

- Suspension of the WECS' certification for a period of not less than 30 days
- Removal of the Contractor's project superintendent in accordance with Sections 105.05 and 108.05 for a period not less than 14 days
- Department wide revocation of the WECS certification for a period of 12 months
- Removal of the Contractor's project superintendent in accordance with Sections 105.05 and 108.05

### **161.3.02 Equipment**

General Provisions 101 through 150.

### **161.3.03 Preparation**

General Provisions 101 through 150.

### **161.3.04 Fabrication**

General Provisions 101 through 150.

### **161.3.05 Construction**

Coordinate the temporary and permanent erosion control provisions in this Specification with the permanent erosion control provisions in the Contract to ensure economical, effective, and continuous erosion control throughout the construction and post-construction periods.

At all times that land disturbing activity is underway, a person meeting the requirements of, "certified person" by the GSWCC (Level IA) must be on the project.

#### **A. Control Dust Pollution**

The contractor shall keep dust pollution to a minimum during any of the activities performed on the project. It may be necessary to apply water or other BMPs to roadways or other areas reduce pollution.

#### **B. Perform Permanent or Temporary Grassing**

Perform permanent grassing, temporary grassing, or mulching on cut and fill slopes weekly (unless a shorter period is required by Subsection 107.23) during grading operations. When conditions warrant, the Engineer may require more frequent intervals.

Under no circumstances shall the grading ( height of cut) exceed the height operating range of the grassing equipment. It is extremely important to obtain a cover, whether it is mulch, temporary grass or permanent grass. Adequate mulch is a must.

When grading operations or other soil disturbing activities have stopped, perform grassing or erosion control as shown in the Plans, as shown in an approved Plan submitted by the Contractor, or as directed by the Engineer.

#### **C. Seed and Mulch**

Refer to Subsection 161.3.05.B, "Perform Permanent or Temporary Grassing".



#### D. Implement Permanent or Temporary Erosion Control

1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to or concurrently with clearing and grubbing operations.
2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
3. Use temporary erosion control measures to address conditions that develop during construction but were unforeseen during the design stage.
4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

- Limit the surface area of erodible earth material exposed by clearing and grubbing.
- Limit the surface area of erodible earth material exposed by excavation and borrow and fill operations.
- Limit the area of excavation, and embankment operations in progress to correspond with the Contractor's ability to keep the finish grading, mulching, seeding, and other permanent erosion control measures current.
- Direct the Contractor to provide immediate permanent or temporary erosion control to prevent contamination of adjacent streams or water courses, lakes, ponds, or other areas of water impoundment.

Such Work may include constructing items listed in the table in Subsection 161.1.02.A. "Related References" or other control devices or methods to control erosion.

#### E. Erodible Area

**NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 17 acres (7 ha) except as approved by the State Construction Engineer.**

The maximum of 17 acres (7 ha) of exposed erodible earth applies to the entire Project and to all of its combined operations as a whole, not to the exposed erodible earth of each individual operation.

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review; the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation.

If the 17 acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

After installing temporary erosion control devices, e.g., grassing, mulching, stabilizing an area, and having it approved by the Engineer, that area will be released from the 17 acres (7 ha) limit.

#### **F. Perform Grading Operations**

Perform the following grading operations:

1. Complete each roadway cut and embankment continuously, unless otherwise specified in the Contract or ordered by the Engineer.
2. Maintain the top of the earthwork in roadway sections throughout the construction stages to allow water to run off to the outer edges.
3. Provide temporary slope drain facilities with inlets and velocity dissipaters (straw bales, silt fence, aprons, etc.) to carry the runoff water to the bottom of the slopes. Place drains at intervals to handle the accumulated water.
4. Continue temporary erosion control measures until permanent drainage facilities have been constructed, pavement placed, and the grass on planted slopes stabilized to deter erosion.

#### **G. Perform Construction in Rivers and Streams**

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:
  - Areas where channel changes or access for construction are shown on the Plans to construct temporary or permanent structures.
2. If channel changes or diversions are not shown on the Plans, the Contractor shall develop diversion plans prepared in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. The Engineer will review prepared diversion plans for content only and accepts no responsibility for design errors or omissions. Amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
3. If additional access for construction or removal of work bridges, temporary roads/access or work platforms is necessary, and will require additional encroachment upon river or stream banks and bottoms, the contractor shall prepare a plan in accordance with the current GAR100002 NPDES Infrastructure Construction permit utilizing a design professional as defined within the permit. Plans should be submitted at least 12 weeks prior to the date the associated work is expected to begin. If necessary, the plan will be provided to the appropriate regulating authority, e.g. United States Army Corps of Engineers by the Department for consideration and approval. No work that impacts areas beyond what has been shown in the approved plans will be allowed to begin until written approval of the submitted plan has been provided by the Department. Approved plan amendments will be made part of the project plans by attachment. Include any associated costs in the price bid for the overall contract. Any contract time associated with the submittal or its review and subsequent response will not be considered for an extension of Contract time. All time associated with this subsection shall be considered incidental.
4. Clear rivers, streams, and impoundments of the following as soon as conditions permit:
  - Falsework
  - Piling that is to be removed
  - Debris
  - Other obstructions placed or caused by construction operations
5. Do not ford live streams with construction equipment.
6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

## H. State Water Buffers and Environmental Restrictions

1. The WECS shall review the plans and contract documents for environmental restrictions, Environmentally Sensitive Areas (ESA), e.g. buffers, etc prior to performing land disturbing activities.
2. The WECS shall ensure all parties performing land disturbing activities within the project limits are aware of all environmental restrictions.
3. Buffer delineation shall be performed prior to clearing, or any other land disturbing activities. Site conditions may require temporary delineation measures are implemented prior to the installation of orange barrier/safety fencing. The means of temporary delineation shall have the Engineer's prior approval.
4. The WECS shall allow the Engineer to review the buffer delineation prior to performing any land disturbing activities, including but not limited to clearing, grubbing and thinning of vegetation. Any removal and relocation of buffer delineation based upon the Engineer's review will not be measured for separate payment.
5. The WECS shall advise the Engineer of any surface water(s) encountered that are not shown in the plans. The WECS shall prevent land disturbing activities from occurring within surface water buffers until the Engineer provides approval to proceed.

## I. General Requirements

### **Projects that consist of asphalt resurfacing, shoulder reconstruction and/or shoulder widening; schedule and perform the construction of the project to comply with the following:**

After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.

The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.

**NOTE: Never allow the surface area of erodible earth material exposed at one time to exceed 1 acre (0.4 ha).**

1. Do not allow the disturbed exposed erodible area to exceed 1 acres (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
2. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
3. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket (Section 713, Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of Subsection 700.3.05.A.1 are waived. Preparation consists of scarifying the existing shoulders 4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.



4. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per Section 713, install Wood Fiber Blanket Type I per Section 713 if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.

Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the overseeding method (Subsection 700.3.05.E.4) when planting permanent grass.

3. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.

4. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.

5. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.

6. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.

7. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.

8. Use temporary erosion control measures to:

To correct conditions that develop during construction but were unforeseen during the design stage.

To use as needed before installing permanent erosion control features.

To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.

9. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

#### **161.3.06 Quality Acceptance**

Before Final Acceptance of the Work, clean drainage structures within the project limits, both existing and newly constructed, and ensure that they are functioning properly. Costs to accomplish this work are incidental and shall be included in the overall bid for the Contract.

#### **161.3.07 Contractor Warranty and Maintenance**

Maintain the erosion control features installed to:

- Contain erosion within the limits of the right-of-way
- Control storm water discharges from disturbed areas

Effectively install and maintain the erosion control features. Ensure these features contain the erosion and sediment within the limits of the rights of way and control the discharges of storm-water from disturbed areas to meet all local, state, and federal requirements on water quality.

If a construction Project has separate contractors, the Prime Contractor shall maintain the erosion control features at grading sites as acceptable to the Engineer until the Contract is accepted. If any erosion control devices are damaged by any contractor either by neglect, by construction methods, or any other reasons, including acts of nature, they shall be repaired within 24 hours by the Prime Contractor at no cost to the Department.

## **161.4 Measurement**

Control of soil erosion and sedimentation is not measured separately for payment.

### **161.4.01 Limits**

General Provisions 101 through 150.

## **161.5 Payment**

When no pay item is shown in the Contract, the requirements of this Specification and the Erosion Control Plan shall be in full effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submitted with the exception of inspections performed by qualified personnel which will be included in Section 167.

When listed as a pay item in the Contract, payment will be made at the unit price bid for each particular item.

No payment will be made for erosion control outside the Right-of-Way or construction easements except as provided for by the Plans.

### **161.5.01 Enforcement and Adjustments**

#### **A. Failure to Provide a WECS**

If a designated WECS is not maintained or if the Contractor does not comply with this Specification, cease activities except traffic control and erosion control work. Monies that are due or that may become due also may be withheld according to the Specifications

#### **B. Failure to submit reports**

A non-refundable deduction will be taken from the schedule below whenever the WECS fails to submit completed reports required by Subsection 167.3.05.C in accordance with the provisions of this specification.

#### **C. Failure to Comply with Specifications**

If the Contractor fails to comply with any of the requirements of this Specification, all activities shall cease immediately except traffic control and erosion control related work.

Monies that are currently due or that may become due shall be withheld according to the specifications. In addition, nonrefundable monies shall be deducted from the contract as shown in the Schedule of Deductions table below. These deductions are in addition to any actions taken in the above subsections. Deductions assessed for uncorrected deficiencies shall continue until all corrections are completed to the satisfaction of the Engineer.

#### **D. Receipt of a Consent Order or Notice of Violation, etc**

Regulatory enforcement actions will be resolved including at a minimum the following steps;

- The Department will perform an internal review of the alleged violations
- The Department will then meet with the Contractor to review and further determine responsibilities for the alleged violations
- The Department will then arrange to collectively meet with the regulatory agencies to negotiate resolutions and/or settlements.

The Department does not waive any rights of the Contractor to resolve such matters however, in the event that regulatory agency communication is addressed jointly to the Department and to the contractor, the Department reserves the right to coordinate all communications, e.g., written correspondence, and to schedule jointly attended meetings with Regulatory agencies such that timely and accurate responses are known to the Department.

Such Orders or Notices may result in the assessment of Deductions from the table below for each day the condition remains non-compliant following an agreed remedy.

Monetary penalties for which the contractor is obligated for as a result of regulatory enforcement may be withheld from future monies due the contractor.

Schedule of Deductions for Each Calendar Day of Erosion Control Deficiencies Initial Occurrence* Original Total Contract Amount		
From More Than	To and Including	Daily Charge
0	\$100,000	\$750
\$100,000	\$1,000,000	\$1125
\$1,000,000	\$5,000,000	\$2000
\$5,000,000	\$15,000,000	\$3000
\$15,000,000	-	\$5000

\*Continued non-compliance with the requirements of this specification may result in the doubling of the above tabulated Daily Charge.

Upon written request from the Contractor, the Engineer may allow, limited activities to concurrently proceed once significant portions of the corrective work have been completed. This authorization may be similarly rescinded if in the opinion of the Engineer corrective work is not being diligently pursued.



## Section 163—Miscellaneous Erosion Control Items

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### 163.1 General Description

This work includes constructing and removing:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Sediment basins
- Baled straw sediment barrier and check dams
- Rock filter dams
- Stone filter berms
- Stone filter rings
- Other temporary erosion control structures shown on the Plans or directed by the Engineer

This work also includes applying mulch (straw or hay, erosion control compost), and temporary grass.

#### 163.1.01 Related References

##### A. Standard Specifications

Section 109—Measurement and Payment  
Section 161—Control of Soil Erosion and Sedimentation  
Section 171—Temporary Silt Fence  
Section 500—Concrete Structures  
Section 603—Rip Rap  
Section 700—Grassing  
Section 715—Bituminous Treated Roving  
Section 720—Triangular Silt Barrier  
Section 800—Coarse Aggregate  
Section 801—Fabrics  
Section 822—Emulsified Asphalt  
Section 860—Lumber and Timber  
Section 863—Preservative Treatment of Timber Products  
Section 890—Seed and Sod  
Section 893—Miscellaneous Planting Materials

##### B. Referenced Documents

AASHTO M252  
AASHTO M294

#### 163.1.02 Submittals

Provide written documentation to the Engineer as to the average weight of the bales of mulch.

*Delete Subsection 163.2 and substitute the following:*

## 163.2 Materials

Provide materials shown on the Plans, such as pipe, spillways, wood baffles, and other accessories including an anti-seep collar, when necessary. The materials shall remain the Contractor's property after removal, unless otherwise shown on the Plans.

Materials may be new or used; however, the Engineer shall approve previously used materials before use.

Materials shall meet the requirements of the following Specifications:

Material	Section
Mulch	893.2.02
Temporary Silt Fence	171
Concrete Aprons and Footings shall be Class A	500
Riprap	603
Temporary Grass	700
Triangular Silt Barrier	720
Lumber and Timber	860.2.01
Preservative Treatment of Timber Products	863.1
Corrugated Polyethylene Temporary Slope Drain Pipe	AASHTO M252 or M294

### 163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

## 163.3 Construction Requirements

### 163.3.01 Personnel

General Provisions 101 through 150.

### 163.3.02 Equipment

General Provisions 101 through 150.

### 163.3.03 Preparation

General Provisions 101 through 150.

### 163.3.04 Fabrication

General Provisions 101 through 150.

### 163.3.05 Construction

#### A. Silt Control Gates

If silt control gates are required or are directed by the Engineer, follow these guidelines to construct them:

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.
2. Construct or install the drainage structure and backfill as required for stability.
3. Install the silt control gate at the inlet of the structure. Use the type indicated on the Plans.
4. Vary the height of the gate as required or as shown on the Plans.
5. Finish grading the roadway in the affected drainage area. Grass and mulch slopes and ditches that will not be paved. Construct the ditch paving required in the affected area.
6. Keep the gate in place until the work in the affected drainage area is complete and the erodible area is stabilized.
7. Remove the Type 1 silt gate assembly by sawing off the wood posts flush with the concrete apron. Leave the concrete apron between the gate and the structure inlet in place. The gate shall remain the property of the Contractor.

## **B. Temporary Slope Drains**

If temporary slope drains are required, conduct the roadway grading operation according to Section 161 and follow these guidelines:

1. Place temporary pipe slope drains with inlets and velocity dissipaters (straw bales, silt fence, or aprons) according to the Plans.
2. Securely anchor the inlet into the slope to provide a watertight connection to the earth berm. Ensure that all connections in the pipe are leak proof.
3. Place temporary slope drains at a spacing of 350 ft (105 m) maximum on a 0% to 2% grade and at a spacing of 200 ft (60m) maximum on steeper grades, or more frequently as directed by the Engineer. Keep the slope drains in place until the permanent grass has grown enough to control erosion.
4. Remove the slope drains and grass the disturbed area with permanent grass. However, the temporary slope drains may remain in place to help establish permanent grass if approved by the Engineer.

## **C. Sediment Basins**

Construct sediment basins according to the Plans at the required location, or as modified by the Engineer.

1. Construct the unit complete as shown, including:
  - Grading
  - Drainage
  - Rip rap
  - Spillways
  - Anti-seep collar
  - Temporary mulching and grassing on internal and external slopes
  - Accessories to complete the basin
2. When the sediment basin is no longer needed, remove and dispose of the remaining sediment.
3. Remove the sediment basin. Grade to drain and restore the area to blend with the adjacent landscape.
4. Mulch and permanently grass the disturbed areas according to Section 700.

## **D. Sediment Barrier (baled straw)**

Construct sediment barrier (baled straw) according to the Plan details. Use rectangular, standard size baled straw in mechanically produced bales.

The following items may be substituted for sediment barrier (baled straw)

1. Type B Silt Fence.
2. Triangular Silt Barrier.
3. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.
4. Coir: Use coir fiber bales of circular cross section at least 16" (400mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm) openings. Use coir bales with a dry density of at least 7 lb/ft<sup>3</sup> (112 kg/m<sup>3</sup>). Anchor in place with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.
5. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft<sup>3</sup> (22 kg/m<sup>3</sup>). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).
6. Compost Filter Sock: Use general use compost (see Subsection 893.2.02.A.5.b) in circular bales at least 18 in diameter. Use compost baled with photo-degradable plastic mesh 3 mils thick with a maximum 0.25 in X 0.25 in (6 mm X 6 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm). The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.



7. Compost Filter Berm: Use erosion control compost (see Subsection 893.2.02) to construct an uncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1 m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

- a. Keeping the berm in a functional condition.
- b. Installing additional berm material when necessary.
- c. Removing the berm when no longer required, as determined by the Engineer. At the Engineer's discretion, berm material may be left to decompose naturally, or distributed over the adjacent area.

#### **E. Other Temporary Structures**

When special conditions occur during the design stage, the Plans may show other temporary structures for erosion control with required materials and construction methods.

#### **F. Temporary Grass**

Use a quick growing species of temporary grass such as rye grass, millet, or a cereal grass suitable to the area and season.

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days).

Plant temporary grass as follows:

1. Use seeds that conform to Subsection 890.2.01, "Seed." Perform seeding according to Section 700; except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
2. Prepare areas that require no further grading according to Subsection 700.3.05.A, "Ground Preparation." Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to Section 700.
3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to Section 700. (Erosion control compost Mulch will not be allowed with grassing.)
4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to Subsection 700.3.05.A, "Ground Preparation".
5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
6. Apply Pam (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
7. Apply PAM according to manufacturer specifications.
8. Use only anionic PAM.

For projects that consist of shoulder reconstruction and/or shoulder widening, refer to Section 161.3.05H for Wood Fiber Blanket requirements.

#### **G. Mulch**

When stage construction or other conditions prevent completing a roadway section continuously, apply mulch (straw or hay or erosion control compost) to control erosion. Mulch may be used without temporary grassing for 60 calendar days or less. Areas stabilized with only mulch (straw/hay) shall be planted with temporary grass after 60 calendar days.

Apply mulch as follows:

1. Mulch (Hay or Straw) - Without Grass Seed
  - a. Uniformly spread the mulch over the designated areas from 2 in to 4 in (50 mm to 100 mm) thick.
  - b. After spreading the mulch, walk in the mulch by using a tracked vehicle (preferred method), empty sheep foot roller, light disking, or other means that preserves the finished cross section of the prepared areas. The Engineer will approve of the method.
  - c. Place temporary mulch on slopes as steep as 2:1 by using a tracked vehicle to imbed the mulch into the slope.
  - d. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.

2. Erosion control compost - Without Grass Seed
  - a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
  - b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller.
  - c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
  - d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
  - e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

#### **H. Miscellaneous Erosion Control Not Shown on the Plans**

When conditions develop during construction that were unforeseen in the design stage, the Engineer may direct the Contractor to construct temporary devices such as but not limited to:

- Bulkheads
- Sump holes
- Half round pipe for use as ditch liners
- U-V resistant plastic sheets to cover critical cut slopes

The Engineer and the Contractor will determine the placement to ensure erosion control in the affected area.

#### **I. Diversion Channels**

When constructing a culvert or other drainage structure in a live stream that requires diverting a stream, construct a diversion channel.

#### **J. Temporary Check Dams**

Temporary check dams are constructed of the following materials:

- Stone plain rip rap according to Section 603 or of sand bags as in Section 603 without Portland cement. (Place plastic filter fabric on ditch section before placing rip rap.)
- Fabric (Type C silt fence)
- Hay Bales

Temporary check dams shall be constructed according to plan details and shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

#### **K. Construction Exits**

Locate construction exits at any point where vehicles will be leaving the project onto a public roadway. Install construction exits at the locations shown in the plans and in accordance with plan details.

#### **L. Retrofit**

Add the retrofit device to the permanent outlet structure as shown on the Plan details.

When all land disturbing activities that would contribute sediment-laden runoff to the basin are complete, clean the basin of sediment and stabilize the basin area with vegetation.

When the basin is stabilized, remove the retrofit device from the permanent outlet structure of the detention pond.

#### **M. Inlet Sediment Trap**

Inlet sediment traps consist of a temporary device placed around a storm drain inlet to trap sediment. An excavated area adjacent to the sediment trap will provide additional sediment storage.

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer.

Construct inlet sediment traps according to the appropriate specification for the material selected for the trap.

Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

#### **N. Rock Filter Dams**

Construct rock filter dams of the material selected as shown in the approved erosion and sediment control plan.

Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification Section 603.

Rock filter dams shall remain in place until the permanent ditch protection is in place or is being installed and their removal is approved by the Engineer.

**O. Stone Filter Berms**

Construct stone filter berms of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification Section 603.

Stone filter berms shall remain in place until the permanent slope protection is in place or is being installed and their removal is approved by the Engineer.

**P. Stone Filter Rings**

Construct stone filter rings of the material selected as shown in the approved erosion and sediment control plan. Construct and place this item in accordance with the approved erosion control construction detail(s) and Standard Specification Section 603.

A stone filter ring shall remain in place until final stabilization of the area which drains toward it is achieved and its removal is approved by the Engineer.

**163.3.06 Quality Acceptance**

General Provisions 101 through 150.

**163.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

**163.4 Measurement**

**A. Silt Control Gates**

Silt control gates are measured for payment by the entire structure constructed at each location complete in place and accepted. Silt control gates constructed at the inlet of multiple lines of drainage structures are measured for payment as a single unit.

**B. Temporary Slope Drains**

Temporary slope drains are measured for payment by the linear foot (meter) of pipe placed. When required, the inlet spillway and outlet apron and/or other dissipation devices are incidental and not measured separately.

**C. Sediment Basins**

Sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Rip rap
- Final cleaning to remove the basin

Permanent and temporary grassing for sediment basins is measured separately for payment.

**D. Diversion Channels**

Diversion channels are not measured for payment. Costs for the entire structure complete, including materials, construction (including earthwork), and removal is included in the price bid for the drainage structure or for other Contract items.

**E. Temporary Grass**

Temporary grass is measured for payment by the acre (hectare). Lime, when required, is measured by the ton (megagram). Mulch and fertilizer are measured separately for payment.

**F. Mulch**

Mulch (straw or hay, or erosion control compost) is measured for payment by the ton (megagram).



**G. Baled Straw Sediment Barrier, Baled Straw Check Dam and Fabric Check Dams**

Baled straw sediment barrier, baled straw check dams, and fabric check dams are measured by the linear foot (meter). When the Contractor substitutes a product allowed in Subsection 163.3.05.D for baled straw sediment barrier or when the Engineer directs this substitution, the product will be measured by the linear foot (meter).

**H. Rip Rap Check Dams**

Rip Rap Check Dams are measured per each which will include all work necessary to construct the check dam including plastic filter fabric placed beneath the rip rap or sand bags.

**I. Construction Exits**

Construction exits are measured per each which will include all work necessary to construct the exit including the required geotextile fabric placed beneath the aggregate.

**J. Retrofit**

Retrofit will be measured for payment per each. The construction of the detention pond and permanent outlet structure will be measured separately under the appropriate items.

**K. Inlet Sediment Trap**

Inlet sediment traps, regardless of the material selected, are measured per each which includes all work necessary to construct the trap including any incidentals and providing the excavated area for sediment storage.

**L. Rock Filter Dams**

Rock filter dams are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

*Delete Subsection 163.4.M. and substitute the following:*

**M. Stone Filter Berms**

Stone filter berms are measured for payment per linear foot (meter) required. This includes the entire structure at each location and all the work necessary for construction.

**N. Stone Filter Rings**

Stone filter rings are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

**163.4.01 Limits**

General Provisions 101 through 150.

**163.5 Payment**

**A. Silt Control Gates**

The specified silt control gates are paid for at the Contract Unit Price per each. Payment is full compensation for:

- Furnishing the material and labor
- Constructing the concrete apron as shown on the Plans
- Excavating and backfilling to place the apron
- Removing the gate

**B. Temporary Slope Drains**

Temporary slope drains are paid for by the linear foot (meter). Payment is full compensation for materials, construction, removal (if required), inlet spillways, velocity dissipaters, and outlet aprons.

When temporary drain inlets and pipe slope drains are removed, they remain the Contractor's property and may be reused or removed from the Project as the Contractor desires. Reused pipe or inlets are paid for the same as new pipe or inlets.

**C. Sediment Basin**

Sediment basins, measured according to Subsection 163.4.C "Measurement," are paid for by the unit, per each, for the type specified on the Plans. Price and payment are full compensation for work and supervision to construct, and remove the sediment basin, including final clean-up.

**D. Diversion Channel**

Diversion channels are not paid for separately; they are included in the price bid for the drainage structure or for other Contract Items.

**E. Temporary Grass**

Temporary grass is paid for by the acre (hectare). Payment is full compensation for all equipment, labor, ground preparation, materials, wood fiber mulch, polyacrylamide, and other incidentals. Lime (when required) is paid for by the ton (megagram). Mulch and fertilizer are paid for separately.

**F. Mulch**

Mulch is paid for by the ton. Payment is full compensation for all materials, labor, maintenance, equipment and other incidentals.

The weight for payment of straw or hay mulch will be the product of the number of bales used and the average weight per bale as determined on certified scales provided by the contractor or state certified scales. Provide written documentation to the Engineer stating the average weight of the bales.

The weight of erosion control compost mulch will be determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used. The contractor may propose other methods of providing the weight of the mulch to Engineer for approval.

**G. Baled Straw Sediment barrier, Baled Straw Check Dams and Fabric Check Dams (Type C Silt Fence)**

Baled straw sediment barrier, baled straw check dams and fabric check dams (type C silt fence), complete in place and accepted are paid for at the Contract Unit Price bid per linear foot (meter). Payment is full compensation for constructing, and removing (when directed) the baled straw sediment barrier or either check dam.

When the Contractor substitutes any product allowed in Subsection 163.3.05.D for baled straw sediment barrier or when the Engineer directs this substitution, payment is made at the bid price per linear foot (meter) for baled straw sediment barrier.

**H. Rip Rap Check Dams**

Rip Rap Check Dams are paid for per each. Payment is full compensation for all materials, construction, and removal. Reused stone plain rip rap or sandbags are paid for on the same basis as new items. Filter fabric required under rip rap check dams is included in the price bid for each check dam.

**I. Construction Exits**

Construction exits are paid for per each. Payment is full compensation for all materials including the required geotextile, construction, and removal.

**J. Retrofit**

This item is paid for at the Contract Unit Price per each. Payment is full compensation for all work, supervision, materials (including the stone filter), labor and equipment necessary to construct and remove the retrofit device from an existing or proposed detention pond outlet structure.

**K. Inlet Sediment Trap**

Inlet sediment traps are paid for per each. Payment is full compensation for all materials, construction, and removal.

**L. Rock Filter Dams**

Rock filter dams are paid for per each. Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under rock filter dams and is included in the price bid for each.

*Delete Subsection 163.5.M. and substitute the following:*

**M. Stone Filter Berms**

Stone filter berms are paid for per linear foot (meter). Payment is full compensation for all materials, construction, and removal for each. Clean stone Type 3 riprap and #3 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under rock filter berms and is included in the price bid for linear foot (meter).

**N. Stone Filter Rings**

Stone filter rings are paid for per each. Payment is full compensation for all materials, construction, and removal for each. Clean reused stone Type 3 riprap and #57 stone are paid for on the same basis as new items. Plastic woven filter fabric is required under stone filter rings and is included in the price bid for each.

The Items in this Section (except temporary grass and mulch) are made as partial payments as follows:

- When the item is installed and put into operation the Contractor will be paid 75 percent of the Contract price.
- When the Engineer instructs the Contractor that the Item is no longer required and is to remain in place or is removed, whichever applies, the remaining 25 percent will be paid.

Temporary devices may be left in place at the Engineer’s discretion at no change in cost. Payment for temporary grass will be made based on the number of acres (hectares) grassed. Mulch will be based on the number of tons (megagrams) used.

Payment is made under:

Item No. 163	Construct and remove silt control gate, type__	Per each
Item No. 163	Construct and remove temporary pipe slope drains	Per linear foot (meter)
Item No. 163	Construct and remove temporary sediment barrier or baled straw check dam	Per linear foot (meter)
Item No. 163	Construct and remove sediment basin type__, Sta. No.____	Per each
Item No. 163	Construct and remove Fabric Check Dam - type C silt fence	Per linear foot (meter)
Item No. 163	Construct and remove Rip Rap Check Dams ,Stone Plain Rip Rap/Sand Bags	Per Each
Item No. 163	Construction exit	Per each
Item No. 163	Construct and remove retrofit, Sta. No.____	Per each
Item No. 163	Construct and remove rock filter dam	Per each
Item No. 163	Construct and remove stone filter berm	Per linear foot (meter)
Item No. 163	Construct and remove stone filter ring	Per each
Item No. 163	Construct and remove inlet sediment trap	Per each
Item No. 163	Temporary grass	Per acre (hectare)
Item No. 163	Mulch	Per ton (megagram)

**163.5.01 Adjustments**

General Provisions 101 through 150.



First Use Date 2013 Specifications: March 22, 2013

Revised: March 18, 2013

Revised: October 22, 2013

Revised: May 2, 2014

Revised: September 2, 2014

## DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

### SUPPLEMENTAL SPECIFICATION

#### Section 167—Water Quality Monitoring

*Delete 167 and substitute the following:*

##### **167.1 General Description**

This Specification establishes the Contractor's responsibility to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Infrastructure Permit No. GAR 100002 as it pertains to Part IV. Erosion, Sedimentation and Pollution Control Plan. In the case of differing requirements between this specification and the Permit, whichever is the more stringent requirement shall be adhered to.

##### **167.1.01 Definitions**

**Certified Personnel**— certified personnel are defined as persons who have successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission. For Department projects the certified person must also have successfully completed the Department's WECS certification course.

**Water Quality Sampling** – as used within this specification, the term “monitoring” shall be inclusive of the acts of detecting, noting, discerning, observing, etc. for the purpose of gauging compliance with the NPDES General Permit GAR100002.

**Qualifying Rainfall Sampling Event**—as used within this specification, means that which is defined in the 2013 NPDES General Permit GAR1000002, Part IV.D.6.d(3).

##### **167.1.02 Related References**

###### **A. Standard Specifications**

Section 161—Control of Soil Erosion and Sedimentation

###### **B. Referenced Documents**

NPDES Infrastructure Permit No. GAR100002

GDOT WECS Seminar

EPD Rule Chapter 391-3-7

GSWCC Certification Level IA Course

OCGA 12-7-1

### **167.1.03 Submittals**

General Provisions 101 through 150

## **167.2 Materials**

General Provisions 101 through 150.

### **167.2.01 Delivery, Storage, and Handling**

General Provisions 101 through 150.

## **167.3 Construction Requirements**

### **167.3.01 Personnel**

Use GSWCC level IA certified and WECS certified personnel to perform all monitoring, sampling, inspections, and rainfall data collection.

Use the Contractor-designated WECS or select a prequalified consultant from the Qualified Consultant List (QCL) to perform water quality monitoring, sampling, inspections, and rainfall data collection.

The Contractor is responsible for having a copy of the GAR100002 Permit onsite at all times.

### **167.3.02 Equipment**

Provide equipment necessary to complete the Work or as directed.

### **167.3.03 Preparation**

General Provisions 101 through 150.

### **167.3.04 Fabrication**

General Provisions 101 through 150.

### **167.3.05 Construction**

#### **A. General**

Perform inspections, rainfall data collection, testing of samples, and reporting the test results on the project according to the requirements in Part IV of the NPDES Infrastructure Permit and this Specification. Take samples manually or use automatic samplers, according to the GAR100002 Permit GAR100002. Note that GAR100002 requires the use of manual sampling or rising stage sampling for qualifying events that occur after the first instance of the automatic sampler not being activated during a qualifying event. Analyze all samples according to the Permit, regardless of the method used to collect the samples. If samples are analyzed in the field using portable turbidimeters, the monitoring results shall state they are being used and a digital readout of NTUs is what is provided. Submit bench sheets, work sheets, etc., when using portable turbidimeters. There are no exceptions to this requirement. Perform required inspections and submit all reports required by this Specification within the time frames specified. Failure to perform the inspections within the time specified will result in the cessation of all construction activities with the exception of traffic control and erosion control. Failure to submit the required reports within the times specified will result in non-refundable deductions as specified in Subsection 161.5.01.B.

## B. Water Quality Inspections

The Department will provide one copy of the required inspection forms for use and duplication. Inspection forms may change during the contract to reflect regulatory agency needs or the need of the Department. Any costs associated with the change of inspection forms shall be considered incidental. Alternate formats of the provided forms may be created, used and submitted by the Contractor provided the required content and/or data fields and verbatim certification statements from the Department's current forms are included.

The Engineer shall inspect the installation and condition of each erosion control device required by the erosion control plan within seven days after initial installation. This inspection is performed for each stage of construction when new devices are installed. The WECS shall ensure all installation deficiencies reported by the Engineer are corrected within two business days.

Ensure the inspections of the areas listed below are conducted by certified personnel and at the frequencies listed. Document all inspections on the appropriate form provided by the Department.

### 1. Daily (when any work is occurring):

Conduct inspections on the following areas daily:

- a. Petroleum product storage, usage, and handling areas for spills or leaks from vehicles or equipment
- b. All locations where vehicles enter/exit the site for evidence of off-site sediment tracking

Continue these inspections until a Notice of Termination (NOT) is submitted, and use the daily inspection forms.

### 2. Weekly and after Rainfall Events:

Conduct inspections on these areas every seven calendar days and within twenty-four hours after the end of a rainfall event that is 0.5 in (13 mm) or greater (unless such storm ends after 5:00 PM on any Friday or any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first):

- a. Disturbed areas not permanently stabilized
- b. Material storage areas that are exposed to precipitation
- c. Structural control measures, Best Management Practices (BMPs) to ensure they are operating correctly
- d. Water quality sampling locations and equipment
- e. Discharge locations or points, e.g., outfalls and drainage structures that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters

Continue these inspections until all temporary BMPs are removed and a NOT is submitted and use the EC-1 Form.

### 3. Monthly:

Once per month, inspect all areas of the site that have undergone ~~where~~ final stabilization or have established a crop of annual vegetation and a seeding of target perennials appropriate for the region ~~has been completed~~. Look for evidence of sediments or pollutants entering the drainage system and/or receiving waters. Inspect all permanent erosion control devices remaining in place to verify the maintenance status and that the devices are functioning properly. Inspect discharge locations or points, e.g. outfalls, drainage structures, that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters.

Continue these inspections until the Notice of Termination is submitted and use the monthly inspection form.



### C. Water Quality Sampling

When the sampling location is a receiving water, the upstream and downstream samples are taken for comparison of NTU values. When the sampling location is an outfall, a single sample is taken to be analyzed for its absolute NTU value.

### D. Reports

#### 1. Inspection Reports:

Summarize the results of inspections noted above in writing on the appropriate Daily, Weekly, Monthly, or EC-1 form provided by the Department and includes the following information:

- Date(s) of inspection
- Name of certified personnel performing inspection
- Construction phase
- Status of devices
- Observations
- Action taken in accordance with Part IV.D.4.a.(5) of the GAR100002 Permit
- Signature of personnel performing the inspection
- Any instance of non-compliance

When the report does not identify any non-compliance instances, the inspection report shall contain a statement that the best management practices are in compliance with the Erosion, Sedimentation, and Pollution Control Plan. (See the EC-1 form.)

The reports shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to the Georgia Department of Natural Resources Environmental Protection Division (GAEPD). Such reports shall be readily available by the end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. The inspection form certification sheet shall be signed by the project WECS and the inspector performing inspections on behalf of the WECS (if not the same person). Submit all inspection reports to the Engineer within twenty-four hours of the inspection. The Engineer will review the submitted reports to determine their accuracy. The Engineer will notify the certified personnel of any additional items that should be added to the inspection report.

Correct any items listed in the inspection report requiring routine maintenance within seventy-two (72) hours of notification or immediately during perimeter BMP failure emergencies. Deficiencies that interfere with traffic flow, safety, or downstream turbidity are to be corrected as soon as practical but in case later than seven (7) calendar days following the inspection.

Assume responsibility for all costs associated with additional sampling as specified in Part IV.D.6.d.3.(c) of the NPDES GAR100002 Permit if either of these conditions arise:

- BMPs shown in the Plans are not properly installed and maintained, or
- BMPs designed by the Contractor are not properly designed, installed and maintained.

#### 2. Sampling Reports

- a. All sampling shall be performed in accordance with the requirements of the GAR100002 Permit for the locations identified in the ESPCP approved by the Department.

b. Report Requirements

Include in all reports, the following certification statement, signed by the WECS or consultant providing sampling on the project:

“I certify under penalty of law that this report and all attachments were prepared under my direct supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

When a rainfall event requires a sample to be taken, submit a report of the sampling results to the Engineer within seven working days of the date the sample was obtained. Include the following information in each report:

- 1) Date and time of sampling
- 2) Name of certified person(s) who performed the sampling and analyses.
- 3) Date the analyses were performed
- 4) Time the analyses were initiated
- 5) Rainfall amount on the sampling date (sampling date only)
- 6) NTU of each sample & analytical method
- 7) Location where each sample was taken (station number and left or right offset)
- 8) Identification of whether a sample is a receiving-water sample or an outfall sample
- 9) Project number and county
- 10) References and written procedures, whenever available, for the analytical techniques or methods used: whether the samples were taken by automatic sampler, rising-stage sampler, or manually (grab sample)
- 11) The results of such analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine these results
- 12) A clear note if a sample exceeds 1000 NTUs by writing “exceeds 1000 NTUs” prominently upon the report.

b. Report Requirements with No Qualifying Rainfall Events

In the event a qualifying rainfall event does not produce a discharge to sample, or sampling is “impossible”, as defined in the GAR100002 Permit, a written justification must be included in the report as required at Part IV.D.4.a.(6) of the GAR100002 Permit.

c. Sampling Results

Provide sampling results to the Project Engineer within 48 hours of the samples being analyzed. This notification may be verbal or written. This notification does not replace the requirement to submit the formal summary to the Engineer within 7 working days of the samples being collected. The Engineer will ensure submission of the sampling report to GAEPD by the 15<sup>th</sup> of the month following the sampling results as per the GAR100002 Permit. The WECS will be held accountable for delayed delivery to the Department which results in late submissions to EPD resulting in enforcement actions.

3. Rainfall Data Reports:

Record the measurement of rainfall once each twenty-four hour period, except for non-working Saturdays, non-working Sundays and non-working Federal Holidays until a Notice of Termination is submitted. Project rain gauges and those used to trigger the automatic samplers are to be emptied after every rainfall event. This will prevent a cumulative effect and prevent automatic samplers from taking

samples even though the rainfall event is not a qualifying event. The daily rainfall data supplied by the WECS to the Engineer will be the official rainfall data for the project.

**167.3.06 Quality Acceptance**

General Provisions 101 through 150.

**167.3.07 Contractor Warranty and Maintenance**

General Provisions 101 through 150.

**167.4 Measurement**

Water Quality Inspections in accordance with the inspection and reports sub-sections will be measured for payment by the month up to the time the Contract Time expires. Required inspections and reports after Contract Time has expired will not be measured for payment unless a time extension is granted.

Water Quality Sampling is measured per each. "Each" means each qualifying rainfall sampling event, not each sampled site.

**167.4.01 Limits**

General Provisions 101 through 150. Submit the monitoring summary report to the Engineer within 7 working days

**167.5 Payment**

Payment for Water Quality Inspections and Water Quality Sampling will be made as follows:

Water Quality Inspections will be paid at the Contract Price per month. This is full compensation for performing the requirements of the inspection section of the NPDES Permit and this Specification, any and all necessary incidentals, and providing results of inspections to the Engineer, within the time frame required by the NPDES Infrastructure Permit, and this Specification.

Water Quality Monitoring and Sampling per each qualifying rainfall sampling event is full compensation for meeting the requirements of the monitoring sections of the NPDES Permit and this Specification, obtaining samples, analyzing samples, any and all necessary incidentals, and providing results of turbidity tests to the Engineer, within the time frame required by the NPDES Infrastructure Permit, and this Specification. This item is based on the rainfall events requiring sampling as described in Part IV.D. 6 of the Permit. The Department will not pay for samples taken and analyzed for rainfall events that are not qualifying events as compared to the daily rainfall data supplied by the WECS.

Payment will be made under:

Item No. 167	Water quality inspections	Per month
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Water Quality Monitoring and Sampling will be paid per each qualifying rainfall sampling event.

Payment will be made under:

Item No. 167	Water quality monitoring and sampling	Per each
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**167.5.01 Adjustments**



**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SUPPLEMENTAL SPECIFICATION**

**Section 201 – Clearing and Grubbing Right of Way**

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*Delete Subsection 201.3.05.E.3 and substitute the following:*

3. Solid Waste Material

a. Nonregulated Material

- 1) Common fill is defined as soil, rock, brick, concrete without reinforcement, concrete with reinforcement where the reinforcement has been removed flush with the surface of the concrete and cured asphalt, provided that such material does not contain hazardous waste constituents above background levels and the material results from Department funded construction contracts. Such fill is not subject to the Georgia Comprehensive Solid Waste Management Act of 1990 and the Solid Waste Management Rules when used as fill material on Department funded construction contracts or Department property or when used as fill material on property not owned by the Department when all requirements of this specification are fully met. Common fill meeting this definition may be placed as follows:

a. At a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.

b. At an off-site engineered fill location in accordance with the following requirements;

- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- A Georgia registered professional engineer shall document, certify and submit the following information on behalf of the Contractor to the Department; compaction rates, waste description including average particle size, and the depth of clean earthen fill lying above the engineered fill.

c. On site as compacted fill if prior written approval has been granted by the Engineer and in accordance with the following requirements:

- As compacted fill incorporated into embankment only. No area shall be excavated for the sole purpose of disposing of common fill.
- Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
- Fill voids with finer material.
- Cover the last layer of fill with at least 2 ft of soil.
- Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
- Records of the exact location by station and offsets, amount disposed per location in cubic yards, waste description including average particle size, compaction rates and depth of clean earthen fill lying above the composite materials shall be kept by the Engineer.

d. Materials that may be recycled or reused such as asphaltic concrete, Portland cement concrete, plastic, metal and materials that qualify under EPD regulations for sale or use may be reclaimed by the Contractor.

b. Regulated Material

- 1) Inert waste is defined as organic debris such as stumps, limbs and leaves, cured asphalt and any of the aforementioned common fill items that do not meet the compaction requirements when placed in an excess materials pit. An inert waste landfill permit shall be obtained in accordance with GDNR/EPD Rules to properly record the disposal of inert waste when compaction requirements are not met at an excess materials pit. If disposed of at a landfill, inert waste may only be disposed at a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 2) Construction and demolition waste is defined as construction forms, barrels, scrap metal, and other such by-products of construction not specifically listed above as either common fill or inert waste. Construction and or demolition waste must be disposed of at a permitted municipal, construction and demolition materials, or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
- 3) Dispose of oils, solvents, fuels, untreated lead paint residue, and other solid hazardous waste through a properly licensed hazardous waste disposal facility.

- 4) Remove municipal solid waste discovered during construction or shown on the Plans according to Section 215.

c. Solid Waste Handling and Disposal Documentation Requirements:

- 1) Waste disposed at a permitted municipal or construction and demolition landfill – all tipping receipts generated by the receiving landfill shall be provided to the Engineer.
- 2) Waste disposed at inert landfill – a copy of the landfill's Permit By Rule notification, and for landfills exceeding one acre, a copy of the landfill's NPDES General Storm water Permit Notice of Intent (NOI) and any local jurisdiction Land Disturbing Activity Permit, if applicable, shall be provided to the Engineer.
- 3) Any necessary documentation regarding a disposal site's permit status must be obtained by the Contractor and verified by the Department before any common fill, inert waste, or other solid waste is allowed to leave the site.
- 4) The documentation listed herein shall be maintained on-site in the project files and at any other location the Department deems necessary until a valid NPDES Notice of Termination is filed.

Recyclable materials must be separated from all waste materials and shall be properly stored in containers when practicable.

Excluding the above allowances, all types of waste shall be handled in full compliance with the following:

- The Georgia Solid Waste Management Rules, as amended (391-3-4)
- Georgia Comprehensive Solid Waste Management Act of 1990, as amended (O.C.G.A. 12-8-20)
- The Georgia Erosion & Sedimentation Act as amended (O.C.G.A. 12-7-1) and any applicable Local and State requirements as well as the General Permits of the Georgia Water Quality Control Act
- Any other applicable Federal, State, or Local rules or laws



## EROSION CONTROL PLAN FOR MAINTENANCE RESURFACING 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 (July 15, 2008)**

- 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 (October 23, 2008)**

- A) As stated in section 700.3.05 D.1.A, Agricultural Lime may be used as a filler material in mixed fertilizer in lieu of inert material, Agricultural Lime is to be spread uniformly at the rate determined by laboratory soil tests.
- B) D.2 requires mixed grade fertilizer at 400 lbs per acre of 19-19-19.
- C) 700.3.05 I; is the application of Polyacrylamide (PAM) for permanent stabilization.

**Section 713, Organic and Synthetic Material Fiber Blanket (October 31, 2005)**

- 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. (March 11, 2005)

- A) Section C, Shoulders; 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.

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

**Section 105—Control of Work**

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*Delete Sub-Section 105.07 and substitute the following:*

**105.07 COOPERATION BETWEEN CONTRACTORS**

The Department reserves the right at any time to Contract for and to perform other or additional work on or near The Work covered by the Contract. Previously let contracts in the area include, but are not limited to, currently designated as project:

*None*

**NONE CURRENTLY KNOWN**

When separate Contracts are let within the limits of any one Project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of The Work being performed by other Contractors. Contractors working on the same Project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same Project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.



Date Submitted: July 8, 2013

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

**Section 108—Prosecution and Progress**

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*Add the following to Subsection 108.08:*

**C. Intermediate Completion Schedule**

An overall Completion Date is established for this Project. However, it is necessary to complete certain portions of The Work at an earlier time.

For this Project, the following items of work and corresponding intermediate completion times are required:

**1. Earth Shoulder Rehabilitation**

Failure to complete earth shoulder filling work within thirty (30) Calendar days after completion of paving operations of the roadway will result in the assessment of Liquidated Damages at a rate of \$500.00 per Calendar day.

**2. Cover Milled Area**

Failure to cover each milled area, within three (3) calendar days per milled area, will result in the assessment of Liquidated Damages at a rate of \$1,000.00 per calendar day.

**3. Complete Paving Operations**

Failure to complete all paving operations, excluding patching, (e.g., shoulder clipping, asphalt shoulder widening, milling, leveling, resurfacing, etc) within ninety (90) calendar days, from the start date of any of the paving operations, will result in the assessment of Liquidated Damages at a rate of \$500.00 per calendar day.

**4. Permanent Striping Placement**

Failure to ensure placement of permanent striping does not begin until fifteen (15) calendar days after completion of the final surface course and completion within forty five (45) calendar days after completion of the final surface course will result in the assessment of liquidated damages at a rate of \$1,000.00 per calendar day.

These rates are in addition to Liquidated Damages that may be assessed in accordance with Subsection 108.08 for failure to complete the overall project.

Office of Maintenance

First use: March 20, 2009  
July 8, 2013

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 161—Control of Soil Erosion and Sedimentation**

---

*Retain as written and add the following:*

161.3.05.1

10. The WECS shall be onsite at all times land disturbing activities are occurring.

Office of Maintenance

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

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**Section 231—Miscellaneous Construction, Unpaved Roads and Streets**

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*Delete Section 231 and substitute the following:*

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**Section 231—Miscellaneous Construction, Unpaved Roads, Streets, and Driveways**

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**231.1 General Description**

This work consists of grading, excavating, removing and disposing of excavated material and compaction of subgrade. The work also includes all incidental work required to prepare an area so that the unpaved roads, streets and driveways can be surfaced to tie into the mainline of the resurfacing and/or widening projects, according to Project Details.

Perform items of work and furnish all items of material, equipment, and labor, including incidentals, required to complete this work to the satisfaction of the Engineer.

**231.1.01 Definitions**

General Provisions 101 through 150.

**231.1.02 Related References**

**A. Standard Specifications**

Section 108—Prosecution and Progress

Section 205—Roadway Excavation

Section 400—Hot Mix Asphaltic Concrete Construction

**B. Referenced Documents**

General Provisions 101 through 150.

**231.1.03 Submittals**

General Provisions 101 through 150.

**231.2 Materials**

Ensure that materials required in preparing the unpaved roads, streets, and driveways meet the applicable requirements of Sections 205 of the Specifications. Bituminous prime is not required for this work.

**231.2.01 Delivery, Storage, and Handling**

General Provisions 101 through 150.



### 231.3 Construction Requirements

Perform all work described herein and according to Plan Details. Assume responsibility for furnishing and setting all required construction stakes and establishing lines, slopes and profile grades as directed by the Engineer.

#### 231.3.01 Personnel

General Provisions 101 through 150.

#### 231.3.02 Equipment

General Provisions 101 through 150.

#### 231.3.03 Preparation

General Provisions 101 through 150.

#### 231.3.04 Fabrication

General Provisions 101 through 150.

#### 231.3.05 Construction

Ensure that construction methods and equipment required to complete the work is approved by the Engineer and conforms to applicable portions of Section 108 and Section 205.

#### 231.3.06 Quality Acceptance

General Provisions 101 through 150.

#### 231.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

### 231.4 Measurement

This work is measured by each unpaved area to be surfaced as specified in the Project Details and Plans.

#### 231.4.01 Limits

General Provisions 101 through 150.

### 231.5 Payment

Payment for this Item, complete and accepted, will be made at the Contract Unit Price Per Each. Payment will be full compensation for furnishing all materials, all labor, tools, equipment and incidentals necessary to complete the Item satisfactorily. Asphaltic concrete will be paid for under the asphalt item provided in the Contract.

Payment will be made under:

Item No. 231	Miscellaneous Construction, Unpaved Roads, Streets, and Driveways	Per each
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#### 231.5.01 Adjustments

General Provisions 101 through 150.

Office of Maintenance



**PRICING SHEET**  
**BID #1236-B: RESURFACING THREE ROADS**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT OF MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
150-1000	Traffic Control	LS	1		
210-0200	Grading per mile	LM	10		
206-0002	Borrow Excav	CY	3,731		
402-3103	9.5mm Type 2	TON	10,642		
413-1000	Bitum Tack Coat	GL	7,377		
432-0350	Mill Asph Conc Pvmt, Variable Depth	SY	4,704		
653-1704	Themo Solid Traf Stripe 24", White	LF	227		
653-2501	Themo Solid Traf Stripe 5", White	LM	20		
653-2502	Themo Solid Traf Stripe 5", Yellow	LM	19		
653-3502	Thermo Skip Traf Stripe 5", Yellow	GLF	2,307		
653-0110	Thermo Arrow Type 1	EA	3		
654-1001	Raised Pvmt Markers, Tp 1	EA	2,806		
700-6910	Permanent Grassing	AC	12		
700-7000	Agircultural Lime	TON	18		
700-8000	Fertilizer Mixed Grade	TON	6		
700-8100	Fertilizer Nitrogen Content	LB	462		
713-3012	Wood Fiber Mulch	SY	44,756		
<b>TOTAL BID AMOUNT:</b>					

State Payment Terms \_\_\_\_\_ Days.

State Number of Days to Start Project after Notice to Proceed is issued: \_\_\_\_\_ Days.

State Number of Days to Complete Work after Start Date: \_\_\_\_\_ Days.

COMPANY NAME: \_\_\_\_\_



**REFERENCES**  
**BID #1236-B: RESURFACING THREE ROADS**

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

**REFERENCE ONE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name \_\_\_\_\_

City \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone \_\_\_\_\_ Contract Period \_\_\_\_\_

Scope of Work \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**COMPANY INFORMATION**

**BID #1236-B: RESURFACE THREE ROADS**

Company \_\_\_\_\_

Physical Address of Business \_\_\_\_\_

\_\_\_\_\_

Mailing Address (If Different) \_\_\_\_\_

\_\_\_\_\_

Authorized Representative \_\_\_\_\_

(Print or Type)

Authorized Representative \_\_\_\_\_

(Signature)

Title \_\_\_\_\_

Email Address: \_\_\_\_\_

Company Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\*\*\*\*\*

**Project Contact Person Name:** \_\_\_\_\_

**Office Number:** \_\_\_\_\_ **Cellular Number:** \_\_\_\_\_