INVITATION TO BID

FOR

ANNUAL CONTRACT FOR MILLING, RESURFACING AND ASSOCIATED ACTIVITIES

FC-8471

ATLANTA, GEORGIA

Richard Mendoza
Commissioner
Department of Public Works

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement

CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

October 7, 2015

ATTENTION INTERESTED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a bid for **FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities**. The City's DOP, on behalf of the Department of Public Works ("**DPW**"), is soliciting bids from qualified firms to provide public right of way improvements such as asphalt resurfacing, milling, point repairs, roadway stripping, loop detector repairs, Americans with Disabilities Act ("**ADA**") Ramp installation and repairs, and adjustments to miscellaneous roadway structures on various roadways within the City. The work shall include furnishing all labor, materials and equipment for street resurfacing projects within the City and all associated construction activities as outlined in the scope of work section of the aforementioned solicitation document.

A **Pre-Bid Conference** will be held on **Tuesday, October 20, 2015, at 10:00 A.M. EDT**, at the DOP's Conference Room in Suite 1900. The purpose of the Pre-Bid Conference is to provide Bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from the DPW, the Ethics Office, the Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer questions.

Bidders will be allowed to ask questions during the Pre-Bid Conference. However, please note that oral answers to questions during the Pre- Bid Conference on October 20, 2015, are not authoritative. The last date to submit questions is **Friday, October 23, 2015, at 1:00 P.M. EDT**. Questions will be responded to in the form of an addendum.

Your response to this Invitation to Bid ("**ITB**") will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 P.M. EST, Thursday, November 5, 2015**.

****ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M. ****

Bids will be publicly read at 2:01 P.M. on the respective due date at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303.

This ITB is being made available by electronic means. If accepted by such means, then the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Bidder's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Ms. Jill Watkins, Contracting Officer, at jewatkins@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The bid document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $100.00 per package, beginning on Wednesday, October 7, 2015. Payment for the documents represents production costs; therefore, payment is non-refundable. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the Plan Holder's List should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all Bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

ALS/jew

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PART I

SECTION 1

INSTRUCTIONS TO BIDDERS

PART I – SECTION 1

INSTRUCTIONS TO BIDDERS

FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities

1. SOLICITATION/NOT AN OFFER

This solicitation does not constitute an offer by the City of Atlanta (the "**City**") to enter into an agreement and is not an offer that can be accepted by the Bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement with the City. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement with the City.

This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City.

This solicitation is an invitation for the Bidder to make an offer to the City in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind the City to any contractual Agreement until such time as the Agreement has first been awarded by the City to the most responsible and responsive bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of the City designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, including all ordinances of the City and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN EXCEPT AS AUTHORIZED IN THE CODE OF ORDINANCES OF THE CITY OF ATLANTA.

Your response to this solicitation is a firm offer, which the City may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by the City will form an Agreement, which is enforceable against you. **Your offer may not be withdrawn except under the terms and conditions specified in the Procurement and Real Estate Code of the City of Atlanta as codified in Part 5, Chapter 5 of the Code of Ordinances of the City of Atlanta or OCGA 36-91-52.**

2. RECEIPT AND OPENING OF BIDS

Sealed Bids for **FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities** will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, Georgia 30303, **no later than 2:00 P.M., EST**, (as verified by the Bureau of National Standards), on **Thursday**, **November 5, 2015**.

ABSOLUTELY NO BID WILL BE ACCEPTED AFTER 2:00 P.M. EST

All Bids received by the time and date established above will be opened and publicly read.

3. PREPARATION OF BIDS

All Bids must be submitted on bid document forms supplied by the City and shall be subject to all requirements of the Agreement Documents. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder.

Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of Work affecting the item to which such amount relates.

The City may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid.

4. GEORGIA UTILITY CONTRACTOR'S LICENSE (NOT APPLICABLE)

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A utility Contractor's license number held by a Subcontractor or issued by another state does **NOT** fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit the certificate included in Exhibit G.

5. HOW TO SUBMIT BIDS

The Bid and required submittals, including the Bid Schedule, the Bid Documentation, the Bid Form, the acknowledgment of each Addendum, the Bid Bond Guarantee, the Power of Attorney for the attorney-in-fact signing the Bid Guarantee, the Affidavit, Office of

Contract Compliance forms/certificates, and other documents as required in these Agreement documents may be photocopied for submission of Bids. **Submit (1) original and five (5) copies of the Bid and required attachments.** In addition to the hard copy submittals, each Bidder shall submit two (2) digital versions of its Bid in Adobe Portable Document Format (PDF) on Compact Discs (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) should be a redacted version of your hard copy Bid. Please refer to the Georgia Open Records Act (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

The City assumes no liability for differences in information contained in a Bidder's printed Bid and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name and the CD Number.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name and numbers, name of Bidder and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM,
CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, Suite 1900
Atlanta, GA 30303-0307

6. EXECUTION OF BIDDING DOCUMENTS

Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

a. If the Bidder is a corporation, all documents requiring execution by the Bidder shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.

b. If the Bidder is an individual, he or she shall sign the documents and his or her signature shall be notarized by a notary public.

c. If the Bidder is an individual doing business under a trade name, all documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.

d. If the Bidder is a partnership, all forms shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.

e. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, or d of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

7. FAILURE TO BID

Your failure to respond to this Invitation to Bid may result in the removal of your company from the City's Bid list.

8. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

9. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);

b. Evidence of collusion among Bidders;

c. Previous participation in collusive bidding on Work for the City;

d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;

e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; the City may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion, the City adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken;

f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;

g. Uncompleted Work for which the Bidder is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Bidder; and

h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

10. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of Bids.

11. FAILURE TO PERFORM

If for any reason the Contractor fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, the City reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

12. BID SCHEDULE (REQUIRED SUBMITTAL)

Unit prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of the Work affecting the item to which such amounts relates. Award will be based on the total fixed unit cost for all items aggregated.

13. BID GUARANTEE (REQUIRED SUBMITTAL)

Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. Bidders offering alternative Bids shall provide a guaranty for the largest total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of the City or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar

days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within three (3) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails within the time stipulated to execute the Agreement and to furnish the other documents required, the City will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

14. STATEMENT OF BIDDER'S QUALIFICATIONS (REQUIRED SUBMITTAL)

The statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

The City shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The City reserves the right to reject any Bidder who does not satisfy the City as to his ability to successfully perform the Work, previous pre-qualification notwithstanding.

a. The cause for rejection shall include:

b. Non-compliance of the Bidder with the requirements of an equal employment opportunity in contracting program as may be prescribed by ordinance;

c. Non-compliance by the Bidder with the requirements of a minority and female business enterprise participation program as may be prescribed;

d. Inadequate quality, availability and adaptability of the supplies or services to the particular use required; or

e. Unacceptable number and scope of conditions attached to the Bid by the Bidder, if any.

15. AFFIDAVIT (REQUIRED SUBMITTAL)

Affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in this affidavit may be grounds for rejection of Bid, or termination of Agreement by the City, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

16. EQUAL BUSINESS OPPORTUNITY PROGRAM (REQUIRED SUBMITTAL)

The Bidder shall complete the Equal Business Opportunity ("**EBO**") Program documents in accordance with the instructions included in APPENDIX A, REQUIREMENTS OF THE OFFICE OF CONTRACT COMPLIANCE, and shall properly execute the documents.

A determination by the City that misstatements have been made by the Bidder in this document shall cause rejection of Bid or termination of Agreement, as appropriate and shall be grounds for other remedies available under City ordinances, and state or federal statutes.

17. AUTHORIZATION TO TRANSACT BUSINESS (REQUIRED SUBMITTAL)

Each Bidder must submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

18. BUSINESS NON-DISCRIMINATION POLICY

The City prefers to do business with firms or institutions that include representation of minorities and women at all levels.

19. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder(s) must certify and fully comply with the requirements, terms, and conditions of the section on EEO.

20. CONTRACT EMPLOYMENT REPORT

Upon award of an Agreement with the City, the successful Bidder must submit a Contract Employment Report ("**CER**") and supplemental information as required to comply with the paragraph, "Monitoring of EEO Policy, Requirements of the Office of Contract Compliance".

21. FIRST SOURCE JOBS POLICY EMPLOYMENT AGREEMENT (REQUIRED SUBMITTAL LOCATED IN APPENDIX A)

The Bidder shall acknowledge and implement the First Source Jobs Policy.

22. BID FORM; BID DATA; CHECKLIST (REQUIRED SUBMITTALS)

The Bidder must complete and execute these sections of the Bidding documents.

23. WAGE RATES OF CITY OF ATLANTA FUNDED CONSTRUCTION PROJECTS

Contractor is Responsible for all Federal and State government wage requirements.

24. PRE-BID INSPECTION

Prior to submission of a Bid, the Bidder shall have made a thorough examination of the Work Site. The Bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the Work upon which it bids.

The Bidder shall make itself familiar with all of the Agreement documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and the City shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

25. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to: **Jill E. Watkins**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 739-4683 or e-mail jewatkins@atlantaga.gov, and must be received by **Friday, October 23, 2015 at 1:00 P.M. EDT**. Every interpretation made to a Bidder will be in the form of an addendum to the Bidding Documents, and when issued, will be on file in the Department of Procurement. In addition, all addenda will be mailed to each person holding Bidding Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

The City shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than **1:00 P.M. EDT on Friday, October 23, 2015**.

26. PROHIBITED CONTACTS

Any questions regarding this ITB should be submitted in writing to City's contact person, **Jill E. Watkins,** Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307**,** by fax (404) 739-4683 or **e-mail jewatkins@atlantaga.gov**. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

27. PRE-BID CONFERENCE

A Pre-bid Conference will be held on **Tuesday, October 20, 2015, at 10:00 A.M. EDT**, in Suite 1900, Department of Procurement**,** 55 Trinity Avenue, S.W., Atlanta, Georgia 30303. At that time, the general requirements of the project will be discussed. Any additional questions raised by Bidders will be discussed. Any additional questions raised by Bidders will be discussed. It is **strongly** encouraged that all Bidders attend the Pre-bid Conference.

General requirements of the project will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. **Oral answers to questions during the Pre-bid Conference will not be authoritative**.

It should be emphasized that nothing stated or discussed during the course of this Conference or the Site Visit (if applicable) shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

28. TIME FOR RECEIVING BIDS

Sealed Bids for this project will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, GA 30303, no later than 2:00 P.M. EST, (as verified by the Bureau of National Standards) on **Thursday November 5, 2015. ABSOLUTELY NO BIDS WILL BE RECEIVED AFTER 2:00 P.M. EST ON THE RESPECTIVE DATE.** All Bids received by the time and date set forth will be opened publicly and read at **2:01 P.M. EST** in the Department of Procurement Bid Conference Room, Suite 1900, at the aforementioned address.

Bids received prior to the advertised hour of opening will be kept secured and sealed. The contracting officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

29. BID MODIFICATION AND WITHDRAWAL

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by the City no later than the Bid opening time and date. Modifications should not reveal the total Bid amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by the City until the sealed Bid is opened.

Bids may be withdrawn after they have been submitted, but only before the Bid opening date and time. Withdrawn bids may be resubmitted, but only in the manner in which the

Bid was originally submitted. Withdrawals must be signed as stipulated above for modification. Bids may not be withdrawn between the Bid opening time and one hundred and eighty (180) calendar days thereafter, except as may be agreed upon by a written agreement between the Bidder and the City.

30. BID EVALUATION

a. Each Bid timely received and in the City's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ***one hundred eighty (180) calendar days*** after the Bid opening and will not be withdrawn or modified during that time. The City may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the City and the Bidder or Bidders concerned.

b. After the Bids have been opened and before any award is made, the City will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, Local Preference Program, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.

c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the City. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The City reserves the right to disapprove any proposed Subcontractor or equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

e. The City reserves the right to reject any Bid where any bid price(s) appears to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. Where only a single responsible and responsive Bid is received, the City may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the City’s discretion and not dependent upon performance of a price or cost analysis.

f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the City, in its sole discretion, that the bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the City reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

g. The City intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the City reserves the right to reject any and/or all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

31. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

a. The **responsiveness** of a Bidder is determined by the following:

   1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

   2. The completeness of all material, documents and/or information required by the City; and

   3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

b. The **responsibility** of a Bidder is determined by the following:

   1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;

   2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the Bidders;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work;
7. The compliance of the Bidder with the requirements of Division II, Equal Employment Opportunity (EEO), and Division 12, Minority and Female Business Enterprises, of the City's Department of Procurement;
8. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
9. The successful Bidder shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

32. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the City and authorized to act as such in the State of Georgia;
b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for two (2) years after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

33. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

34. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

35. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

a. Wages under this Agreement must not be less than the minimum wage rates specified for Atlanta-funded projects as set forth in these documents;

b. Applicable provisions of the Occupational Safety and Health Act ("**OSHA**") must be observed during Work under this Agreement; and

c. Appendix A – Requirements of the Office of Contract Compliance.

36. AGREEMENT TERMS

The terms of this Agreement shall be for a period of three (3) years with the option to renew for two (2) additional one (1) year periods.

37. LIQUIDATED DAMAGES

The performance of the Work under Agreement within the specified time is essential to the City's economic interests. The attention of potential Bidders is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to the City in the event that the Work is not completed on schedule**.**

38. EXECUTION OF AGREEMENT

Subsequent to the award and within five (5) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City **five (5) copies** of the City-Contractor Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance certificates. The failure of the successful

Bidder to execute the City-Contractor Agreement and to supply the required bonds within five (5) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and the City may either award the Agreement to the next lowest responsive Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

39. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder(s) and all known Subcontractors at a time and place set by the City.

40. SUBSTITUTIONS

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

Whenever the design is based on a specific product of a particular manufacturer or manufacturers, the manufacturer(s) will be shown on the Drawings and/or listed in the Specifications. Any item other than those so designated shall be considered a substitution.

If the manufacturer is named in the Drawings and/or detailed specifications as an approved manufacturer, products of that manufacturer meeting all Specification requirements are acceptable.

Approval of any substitution will be made under the following provisions:

a. If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the Engineer for approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:

    1. Descriptive literature, including information on materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;

    2. Performance specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;

    3. A complete set of submittal Drawings of similar equipment that has been completed and placed into operation;

4. A list of existing installations of equipment similar in type and size;

5. Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;

6. Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;

7. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;

8. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and

9. All other information necessary to fully evaluate the product for consideration.

b. This pre-submittal shall reach the Engineer no later than three (3) weeks prior to the Bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one (1) week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date.

   NOTE: Bids based on equipment, which has not received the approval of the Engineer, will render the Bidder as non-responsive and cause rejection of the Bid.

c. If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Contractor may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the Engineer in accordance with **General Condition 28.**

   Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder shall include in his bid the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

   Approval of the Engineer is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

41. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Each Bidder must complete and submit a Contractor's Affidavit attached hereto as attached hereto as Form 1; Illegal Immigration Reform and Enforcement Act Forms with its bid. This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "ACT"). Pursuant to the Act, the Bidder must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a complete Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Illegal Immigration Reform and Enforcement Act. All bidders/proponents intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

42. MULTIPLE AWARDS

The City reserves, at its sole discretion, the option to award to multiple Bidders. The award(s) will be based on the Scope of Work in its entirety or by components. Multiple awards may be made on the total Scope of Work or to components of the Scope of Work.

43. JOINT VENTURE

Bidders will be required to form a Joint Venture ("JV"); each member of the JV will be required to fully complete and submit the required submittal forms in accordance with the instructions on the forms in Part 1, Section 2.

44. The City has solicited one (1) project known as FC-6945, Street Resurfacing Project, which is related to this project, FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities. The same Bidder (whether as a joint venture partner or individual entity) will not be awarded both projects.

+ + + END OF INSTRUCTIONS TO BIDDERS + + +

SECTION 2

REQUIRED SUBMITTALS

PART 1 – SECTION 2: REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO BIDDERS:

All Bidders must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Bidders in complying with the requirements of the City's procurement process and the terms of this ITB.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Bid prior to Bid due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.

3. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit.

   Example 1, ABC, Inc. and XYZ, Inc. form and submit a Bid as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

   Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Bid under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Bid submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5. All Contractor Affidavits must be duly notarized.

6. All Contractor Affidavits must be submitted with the Bidder's Response to the ITB.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of Bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

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

_____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

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

_____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor"	Any person or entity having a contract with the city.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	Any individual or entity that submits a Bid in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. **If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.**

Instructions: Provide the following information for the entity or individual completing this Statement (the "Individual/Entity").

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Name and title of Contact Person for the Individual/Entity:

5. Is the individual/Entity authorized to transact business in the state of Georgia?

☐ Yes **(Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)**

☐ No

C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Bid.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

	YES	NO
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct?	☐	☐
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.	☐	☐
4. Has the Respondent been charged with a criminal offense within the last ten (10) years?	☐	☐
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.	☐	☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

	YES	NO
(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?	☐	☐
(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?	☐	☐
(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.	☐	☐

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City? **YES** ☐ **NO** ☐

(b) directly or indirectly, received revenues from the City? **YES** ☐ **NO** ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** ☐ **NO** ☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** ☐ **NO** ☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** ☐ **NO** ☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** ☐ **NO** ☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** ☐ **NO** ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** ☐ **NO** ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES** ☐ **NO** ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES** ☐ **NO** ☐

_____

_____

_____

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

> "I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality . Details of the Bids will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or Proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.

c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Affidavit and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20___

Subscribed and sworn to or affirmed by _____ **(name) this** ___ **day of** _____, **20**___.

_____

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership:_____

Signature of authorized representative:_____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____**(name), as the** _____**(title) of** _____**(entity or partnership name) this**_____**day of** _____, **20**____.

_____

Notary Public of _____(state)

My commission expires: _____

Required Submittal *"Unless a Bidder Elects to Submit an Alternative Form of Payment"*
(FORM 3)

Bid Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia **(OBLIGEE)**, in the penal sum of either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-___;** _____, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the OBLIGEE, for **PROJECT NUMBER FC-__;** _____, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid;

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the OBLIGEE, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney's fees to be fixed by the Court.

PLEASE NOTE: If this Form 3 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 3.

Required Submittal *"Unless a Bidder Elects to Submit an Alternative Form of Payment"*
(FORM 3)

Bid Bond (Page 2 of 2)

This Bid Bond is for the Penal Sum of:

[i] _____ Dollars and Cents ($_____), being in the amount of 5% of the CONTRACT Sum; or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-____;** _____. The money payable on this Bond shall be paid to the OBLIGEE, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____20__.

Corporate Bidder:
[Insert Corporate Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Bidder:
[Insert Bidder Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

SURETY:

Signature:_____

Attorney-in-Fact:_____

Print Name:_____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Bidders **MUST** submit **a completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Bidder being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____, _____ [*insert type of entity LLC, LLP, corporation, etc.*](**"Insurer"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [*insert date*]:

(a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-____: _____ (**"Project"**) and its corresponding **Appendix B for Insurance and Bonding Requirements;**

(c) Insurer certifies that if, as of the date written above, _____ ("**Bidder**") was selected as the successful Bidder for the Project, Insurer would provide insurance to Bidder for this Project in accordance with the terms set forth in the corresponding **Appendix B for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Bidder is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Bidder's security submitted with its offer and/or disqualify Bidder from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

Authorized Signatory

_____

By:_____

Print Name:_____

Title:_____

_____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Bidders **MUST** submit **a completed copy of this form executed by their surety.** Failure to submit completed form will result in the Bidder being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*]("**Surety**"), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia ("**City**") on this _____ day of _____, 20____ [*insert date*]:

(a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-____: _____ ("Project") and its corresponding **Appendix B for Insurance and BondingRequirements;**

(c) Surety certifies that if, as of the date written above, _____ ("**Bidder**") was selected as the successful Bidder for the Project, Surety would provide bonding to Bidder for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and

(d) **Surety only**: The Surety states that Bidder's uncommitted bonding capacity (not taking into account this Project) is approximately $ _____(U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Bidder or that Bidder will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Bidder is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Bidder's security submitted with its offer and/or disqualify Bidder from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

_____

By:_____

Print Name: _____

Title:_____

_____

Notary Public of _____ (state)
My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

Bidders should sign below and return this form with their Bid(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-**____; _____:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____day of _____, 20__.

Corporate Bidder: [Insert Corporate Name]	Non-Corporate Bidder: [Insert Bidder Name]
_____	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
_____ Corporate Secretary/Assistant Secretary (Seal)	_____ Notary Public (Seal) My Commission Expires:_____

Required Submittal (FORM 6)

Bidder Contact Directory[1]

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

[1] The purpose of the Bidder Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Bidder. This Bidder Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Bidder's team:

1. At least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder's Key Personnel (as appropriate) as listed on Form F.

Required Submittal (FORM 7)

Reference List

Each Bidder must provide a list of at least five (5) references using the below- referenced format. The City is interested in reviewing references that are able to attest to a Bidder's performance ability and credibility in a particular industry or trade.

Reference: Name
Address
City, State, Zip
Phone
Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Bidder's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 8)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Bid see table below "Required Bid Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* **It is each Bidders sole responsibility to ensure that their Bid to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.**

Submit one (1) Original Bid, signed and dated, and five (5) complete copies of the Original Bid including all required attachments.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder's printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Required Bid Submittal Check Sheet	Check ☐
1	**Part I, Section 1 – Instruction to Bidders (Bid Guarantee Included)**	
2	**Part I, Section 2 – All Required Submittal Forms (if any of the required submittal documents are not submitted or are incomplete within your Bid submittal package, your firm may be deemed non-responsive).** Required Submittals include but are not limited to: ☐ Form 1; Illegal Immigration Reform and Enforcement Act ☐ Form 2; Contractor Disclosure Form ☐ Form 3; Bid Bond ☐ Form 4.1; Certification of Insurance Ability ☐ Form 4.2; Certification of Bonding Ability ☐ Form 5; Acknowledgement of Addenda ☐ Form 6; Bidder Contact Directory ☐ Form 7; Reference List ☐ Form 8; Required Submittal Checklist **Exhibit D** Additional Required Submittals ☐ Authority to Transact Business in the State of Georgia ☐ Joint Venture Agreement Bidder's Qualifications ☐ Form A – Experience Statement ☐ Form B – Lower Tier Experience Statement ☐ Form C – Preliminary Contract Schedule ☐ Form D – Project Organization and Work Plan ☐ Form E – Safety Program ☐ Form F – Resumes of Key Personnel ☐ Form G – Summary of QC Program ☐ Form H – Work in Progress	
3	☐ **Appendix A** Office of Contract Compliance (Required Submittals Forms 1-5)	
3A	**Separate Sealed Envelope** ☐ **Bid Schedule**	
4	**Bidder's Official Company Name:** **Company Physical Address:**	
5	**President/Vice President/Owner Name:** **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	
6	**Primary Point-of-Contact Concerning ITB:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	

Required Submittal

AUTHORITY TO TRANSACT BUSINESS IN GEORGIA

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Copy of authorization must be included in Proposal

Required Submittal

JOINT VENTURE AGREEMENT

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Copy of Joint Venture Agreement must be included in Proposal

PART II

EXHIBITS
APPENDICES

EXHIBITS

EXHIBIT A

DRAFT AGREEMENT

DRAFT CITY-CONTRACTOR AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

Contractor:

Contract No.: **FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities**

Address: _____
_____

(T) _____
(F) _____

Contact: _____

THIS AGREEMENT made and entered into this the _____ day of _____ 201__, by and between the City of Atlanta, a municipal corporation of the State of Georgia, (hereinafter the "**City**") and S.D. & C., Inc. (hereinafter the "**Contractor**").

W I T N E S S E T H:

WHEREAS, the City desires to engage Contractor to perform all Work required by the Contract Documents for **FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities**; and

WHEREAS, Contractor has the necessary personnel and facilities to perform the Work; and

WHEREAS, the Department of Public Works has recommended Agreement award to Contractor; and

WHEREAS, by resolution adopted by the City Council of the City on the ___ day of_____, 201__, and approved by the Mayor, attached hereto, marked "Exhibit C" and made a part hereof by reference, the Mayor was authorized to enter into an Agreement with said Contractor for said Work.

NOW, THEREFORE, for and in consideration of the mutual Agreement between the parties hereinafter, and for other good and valuable consideration, the parties hereto do agree as follows:

1.

The City hereby engages Contractor to perform, and Contractor agrees to perform for the City, all Work required by the Agreement Documents relative to the Project. Contractor shall commence the Work within ten (10) calendar days after receipt of Notice to Proceed and shall substantially complete the Work within the time stated in the Bid Solicitation;

2.

a) Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all Work to be completed under this Agreement;

b) All the Work required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Work by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such Work;

c) None of the Work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the City.

3.

The Agreement Documents relative to this Agreement consist of:

This City-Contractor Agreement;

Appendix A – Equal Business Opportunity Program ("EBO"):
Appendix B: Insurance and Bonding Requirements;
Performance and Payment Bonds;
Exhibit A and A-1: Legislation;
Exhibit B: Required Submittals:
Authorization to Transact Business;
Bid Form;
Statement of Bidders Qualifications;
Bidder Contact Directory;
Acknowledgment of Addenda
Exhibit C: Contractor's Georgia Utility License Certificate;
Exhibit D: Illegal Immigration Reform and Enforcement Act;
General Conditions (GC);
Special Conditions (SC);
Technical Specifications;
Plans and Drawings;
Any Additional Instructions and Detailed Drawings (as defined in the General Conditions, GC-2);
Modifications (including without limitation Change Orders or Change Directives) issued after execution of this Agreement; and
Approved Complete Network Schedule and Approved Revisions Thereto.

These collectively form the Agreement, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein.

4.

All reports, information, data, or other documents, given to, prepared by or assembled by Contractor under this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the City.

5.

The City may, from time to time, request changes in the Scope of Work to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the City and Contractor, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

6.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

7.

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances ("**Ordinance**"), City of Atlanta, and to warrant the following:

a) The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the works "shall not discriminate" shall mean and include, without limitation, the following:

   Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

   The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

b) The Contractor shall, in all solicitation or advertisement for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

c) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.

d) The Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Contractor during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

e) The Contractor shall take such reasonable action with respect to any Subcontractor as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as may be necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.

f) The Contractor and its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its Subcontractors.

g) The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each such Subcontractor or vendor.

h) A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Contractor in violation all future payments under the involved public contract until it is determined that the Contractor or Subcontractor is in compliance with the provisions of the Agreement.

(2) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.

(3) Cancellation of the public Agreement.

(4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, an appropriate proceeding may be brought to enforce these provisions, including the enjoining of Contractor, Subcontractor, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

8.

During the performance of this Agreement, Contractor agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("**EBO**") Program and to warrant the following:

"The Contractor agrees to engage non-discriminatory practices in all efforts to meet the M/FBE availability sited in this Agreement by making available opportunities for Minority Business Enterprises ("**MBE**"), African American Business Enterprises ("**AABE**"), Hispanic Business Enterprises ("**HBE**"), Asian Business Enterprises ("**ABE**") and Native American Business Enterprises ("**NABE**") and Female Business Enterprises ("**FBE**") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

1. Notification to M/FBEs that the Contractor has subcontracting opportunities available and maintenance of records of the M/FBE responses.

2. Maintenance by the Contractor of a file of the names and addresses of each Subcontractor contracted and action taken with respect to each such contract.

3. Dissemination of the Contractor EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Subcontractor and Supplier.

4. Specific and continuing written and oral recruitment efforts directed at M/FBE Contractor organizations, M/FBE assistance organizations.

5. Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by M/FBEs.

6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many M/FBE Subcontractors as possible.

7. Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.

8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on or before the 5th day of each month following the award of the Work set forth in this Agreement.

9. The Contractor further agrees that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:

   a) Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance.

   b) Withholding of all future payments under the involved Project until it is determined that the Contractor is in compliance.

   c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.

   d) Cancellation of the eligible project.

9.

The City agrees to pay Contractor for the Work performed pursuant to this Agreement per the Lump Sum price as stated in the Bid Sheet, hereinafter attached as Exhibit C, for amount not to exceed _____ Dollars.

10.

The term of this Agreement shall be for a period of three (3) years with two (2) one (1) year renewal options at the sole discretion of the City according to the following procedure:

If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

If such legislation is enacted, within five (5) days of such enactment, City will notify Contractor of such renewal, at which time Contractor shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Contractor that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

11.

Contractor, by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth, it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect.

12.

Contractor agrees to obtain and maintain during the entire term of this Agreement all of the insurance called for in the Agreement Documents, with the City as an additional insured in each policy of public liability and property damage insurance, and shall furnish to the City a certificate of insurance showing required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

13.

In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees that to the fullest extent permitted by law, the Contractor shall at his sole cost and expense indemnify, defend, satisfy all judgments and hold harmless the City, the Designer, the Engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused

in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Appendix B, Insurance and Bonding Requirements, Paragraph F.

In any and all claims against the City, the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in Appendix B, Insurance and Bonding Requirements, Paragraph F, shall not be limited in any way, including, but not limited by, the limits of the liability insurance required under this Agreement and the Agreement Documents, nor limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

14.

The Contractor shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Agreement. The Agreement Documents, including this Agreement, constitute the entire and integrated Agreement between the City and the Contractor and may be amended only by written instrument approved by both parties. The parties agree that this Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until this Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to Contractor.

15.

The Georgia Security and Immigration Compliance Act of 2006 pursuant to O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-02 is effective as of July 1, 2007, and applies to contracts for services which are physically performed with a public entity. The Contractor is required to submit the attached Georgia Security and Immigration Compliance Act of 2006 Required Contractor Submittal, the Contractor Affidavit and the Subcontractor Affidavits as shown in Exhibit "C". Contractor's failure to comply with this requirement shall constitute a material default in the contract, which may result in termination of this Original Agreement.

16.

Ethics in Contracts.

Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other

particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Fraud and misrepresentation. Any written or oral information provided by Contractor, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.

DRAFT

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement by their duly authorized officers, as of the date first above written.

CITY OF ATLANTA:

_____
Mayor

ATTEST:

_____
Municipal Clerk (SEAL)

RECOMMENDED:

_____
Commissioner, Department of Public Works

APPROVED:

_____
Chief Procurement Officer

APPROVED AS TO FORM:

_____
City Attorney

CONTRACTOR:

_____
President/Vice President

ATTEST:

_____
Corporate Secretary/Asst. Secretary
(affix seal)

DRAFT

EXHIBIT B

GENERAL CONDITIONS

GENERAL CONDITIONS
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GENERAL CONDITIONS

GC-1 AGREEMENT AND AGREEMENT DOCUMENTS

The General Conditions, Special Conditions, Technical Provisions, Drawings, Changes, and all other parts of the Agreement Documents are complementary, and a requirement occurring in one shall be as binding as though occurring in all. The parts of the Agreement are complementary and describe and provide for completion of the Work. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Agreement Documents and in no way affect, and shall not be considered in the interpretation of the provisions to which they refer.

Execution of the Agreement by Contractor is a representation that Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Agreement Documents.

The intent of the Agreement Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Agreement Documents shall be required if it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Agreement Documents in accordance with such recognized meanings.

If and to the extent of any inconsistency, ambiguity, conflict, discrepancy or error in the Agreement Documents (a "discrepancy"), Contractor shall immediately notify the Owner in writing and seek clarification from the Owner (within 24 hours of discovery). In the event that the Owner fails to clarify such discrepancy within a reasonable time under the circumstances, Contractor shall proceed with the Work and give precedence to the Agreement Documents in the following order of priority:

(1) Written modifications (including without limitation Change Orders and Change Directives) issued after execution of the Agreement;

(2) Addenda issued in writing prior to the execution of the Agreement;

(3) the Agreement;

(4) Addendum, if any, to the General Conditions and Special Conditions;

(5) Special Conditions;

(6) the General Conditions;

(7) the Specifications; and

(8) the Plans and Drawings.

If the application of the foregoing procedure fails to resolve the discrepancy, then unless Contractor sought and obtained the clarification of the discrepancy prior to entering into this Agreement, then the discrepancy shall be resolved by construing the provision in favor of the Owner and in such a manner as will further the Owner's best interests and which may impose the more expensive or greater obligation upon Contractor. When Contractor fails to provide this notice and seek clarification, Contractor assumes full responsibility to correct or adjust work performed pursuant to Agreement Documents known, or which should have been known, to contain such a discrepancy.

GC-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

During the progress of the Work, the Engineer may issue additional instructions and Drawings supplemental to those listed in the Special Conditions showing additional details required for the performance of the Work, and may issue revised Drawings pursuant to Change Orders or Change Directives, or for correction of errors in the Plans. The additional instructions and Drawings thus supplied will become a part of the Agreement Documents. Contractor shall carry out the Work in accordance with the additional instructions and Drawings.

GC-3 DEFINITIONS

The following terms as used in this Agreement are respectively defined, as follows:

Abandonment - Shall mean the permanent termination of the use of, or of service from in or on, a facility.

Approved, Directed, Ordered, Or Their Derivatives - Approved, as directed, or ordered by the Engineer or the City, unless otherwise clearly indicated.

Acceptance - The formal written acceptance by the City of the fully and finally completed Work.

Addenda - Revisions to the Proposal Documents issued by the City prior to opening of the Bid.

Agreement - The written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Agreement Documents, executed on behalf of the City and the Contactor, also called City-Contractor Agreement.

Agreement Documents - The Agreement Documents are defined in other portions of the Agreement, but include, at least, the following, if applicable to this Project:

This City-Contractor Agreement;
General Conditions (Part I);
Special Conditions (Part II);

Scope of Service (Part III);
Equal Business Opportunity Program (Appendix A);
Insurance and Bonding Requirements (Appendix B);
LOCAL Bidder Preference Program (Appendix C);
Illegal Immigration Reform and Enforcement Act (Appendix D);
Bid Form (Exhibit A);
Required Submittals (Exhibit B);
Addendum (Exhibit C);
Legislation (Exhibit D); and
Performance and Payment Bonds

The Agreement Documents may also be referred to from time to time as the "Contract Documents."

Agreement Price - The price or prices for the Work or items of Work set forth in the Bid.

Agreement Time - The number of calendar days stated in the Agreement Documents for the Substantial Completion of the Work or Final Completion of the Work, or the achievement of a specific interim milestone, as the context may require.

Applicant - Shall mean any person, company or corporation who intends or plans to request for water services for a new development.

Application for Payment - The form approved by the City that is to be used by Contractor in requesting progress payments or final payment, together with such supporting documentation as is required in the Agreement Documents. The Application for Payment may also be called Payment Application or Progress Payment.

Bid - The offer or bid of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed together with supplemental information as required by the Agreement Documents.

Bidder - Any person, firm, partnership, corporation or any combination thereof submitting a Bid for the Work.

Bonds - Bid, Performance Bonds, Payment Bonds, and other instruments of security furnished by Contractor and its surety in accordance with the Agreement Documents.
Bond means a written instrument of surety approved by the City with a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title One of the United States Code as security to the City, on behalf of a Bidder or the Contractor, to guaranty faithful performance of acts, duties or obligations under the Contract Documents and includes the following.

- Bid Bond means the security instrument furnished with a Bid to guaranty that, if the Bidder is awarded the Contract, the Bidder will execute the Agreement within the time specified in the Bidding Documents.

- Maintenance Bond, if required on the Project, means the security instrument furnished by the Contractor and its surety on the approved form as a guaranty, in addition to other warranties and guaranties, to remedy any defects in the Work of the Contractor which may develop during the warranty period after Completion of the Contract.

- Payment Bond means the security instrument furnished by the Contractor and its surety on the Payment Bond Form as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the Work.

- Performance Bond means the security instrument furnished by the Contractor and its surety on the Performance Bond Form as a guaranty that the Contractor will complete the Work in accordance with the terms of the Contract.

Change - Any change in the Work authorized by the Engineer, including Field Changes, Work Authorizations or Change Orders.

Change Directive – A written order prepared by the Owner and signed by the Owner directing a Change in the Work prior to or absent an agreement or adjustment, if any, in the Agreement Price or Agreement Time, or both.

Change Order - A written agreement signed by the Owner and Contractor, stating their agreement upon all of the following: (1) change in the Work that includes the addition or reduction or Work; (2) the amount of the adjustment, if any, in the Agreement Price; and (3) the extent of the adjustment, if any, in the Agreement Time and includes at least one of the above Changes. A Change Order does not include a Field Change, Work Authorization or Change Directive.

City - Shall mean the City of Atlanta, Georgia, and shall include all agencies, establishments or officials of the government of the City. The City may also be referred to from time to time as the "Owner."

City-Contractor Agreement - The written agreement for the performance of and payment for the Work executed on behalf of the City and the Contactor, which is both a part of the Agreement Documents and includes all Agreement Documents by reference. The City-Contractor Agreement may also be called "Agreement."

City's Contractor - Shall mean the legally authorized representative of the City, a private contractor, or other concerned agency performing Work under a direct Agreement with the City.

Construction - Shall mean the actual site preparation, building and all related Work, including facility relocation and adjustments.

Construction Easement/Temporary Easement - Any space or area dedicated to the City or other entity for the purpose of utilities or location of utilities for a specific period of time.

Construction Equipment - Equipment used in the performance of the Work but not incorporated therein.

Contract Documents - The Agreement Documents referenced above.

Contractor - Any firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the City. This excludes Subcontractors/Sub-consultants.

CPM Schedule – A logic tied computerized network schedule incorporating all elements of the Work, prepared and updated in accordance with the requirements of the Special Conditions, subject to approval of the City.

Day - A calendar day of twenty-four (24) hours lasting from midnight one day to midnight the next day.

Department - Shall mean the Department of Watershed Management.

Designer - Shall refer to the firm licensed to practice engineering in the State of Georgia that seals the plans and specifications prior to bid.

Drawings - That part of the Agreement Documents which show the shape, outlines, dimensions, characteristics, scope of and other similar requirements governing the Work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Plans" and includes without limitation Standard Details and Drawings.

Engineer - City of Atlanta or duly authorized representative assigned to administer the technical aspects of the Agreement. The terms Resident Engineer, Contract Administrator, or Contract Manager may be used interchangeably to denote the person designated expressly by the City with authority to administer the Agreement.

Equipment - Equipment incorporated or to be incorporated in the Work.

Field Change – A Change in Work that includes changes or adjustments to quantities or budget items but does not include a Change in the overall Agreement Price, overall Agreement Time or use of allowance items, which is required as a result of field conditions that require such adjustments. A Field Change does not include a Work Authorization, a Change Order or a Change Directive and is agreed upon and executed by an authorized City representative and the Contractor.

Force Account - A method of payment, other than lump sum or unit price, for Work ordered by Change Order and paid for in accordance with force account procedures indicated in "Force Account" Section of the General Conditions.

General Conditions - The General Conditions of the Agreement for construction that govern the rights, duties, and obligations of the parties.

GDOT - The Georgia Department of Transportation.

Inspector - The authorized representative of the Engineer or the City assigned to make detailed inspection of any or all portions of the Work or Materials thereof.

MARTA - Shall mean the Metropolitan Atlanta Rapid Transit Authority, or its designated legal representatives.

Materials - Materials incorporated or to be incorporated in the Work unless otherwise clearly indicated.

Modifications – Binding changes, addenda, revisions, or the like, to the Work or the Agreement Documents, including Changes to Work made by Change Order, Work Authorization, Field Change or Change Directive as required by GC-41.

Notice of Intent or Letter of Intent to Award - The written notice of the acceptance of the Bid from the City to a Bidder.

Notice to Proceed - ("NTP") Written communication issued by the City to Contractor authorizing it to proceed with the Work and establishing the date of commencement of the Agreement time and on which Contractor shall start to perform its obligations in accordance with the Agreement Documents.

Owner - Same as "City" above.

Permanent Easement - Any space or area dedicated to the City or other entity for the purpose of constructing and/or maintain existing or future utilities.

Plans - That portion of the Agreement Documents describing in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the Work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Drawings" and includes without limitation Standard Details and Drawings.

Project - The Project is identified in the City-Contractor Agreement and is the total construction of which the Work performed under the Agreement Documents is a part.

Public Space/Public Right-of-Way - Shall mean the area between private property lines under the jurisdiction of the City, county, state or federal government, including, but not limited to, an alley, roadway, median, sidewalk, public way, or any combination thereof.

Punch List - Shall mean the lists prepared by the City's Representative or Design Consultant prior to Substantial Completion and through Final Completion indicating items of Work not in accordance with the requirements of the Contract Documents and which must be performed, corrected and accomplished prior to acceptance of the Work.

Replacement Facility - Shall mean that facility, meeting the Department's current standards, which will be constructed or provided, as a consequence of the rearrangement of an existing facility or portion thereof.

Resident Engineer - The City's Engineer who is assigned to the Site or any part thereof.

Responsive Bid - A Bid which is accurate and complete with respect to Bid schedules and information submitted relative to the technical qualifications and financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Samples - Shall mean physical examples furnished by Contractor, which illustrate materials, equipment or workmanship. Approved Samples in conformance with the Contract Documents establish the standards of the Work.

Shop Drawings - Shall mean drawings, diagrams, illustrations, schedules or other data illustrating the Work, and all illustrations, brochures, standard schedules, performance charts, specifications, instructions, diagrams, and other information prepared by a Subcontractor, Supplier, vendor or manufacturer and submitted by Contractor as required in the Contract Documents.

Scope of Services - See "Work."

Sidewalk Area - Shall mean that portion of a street between the curb lines and the adjacent property lines intended primarily for the use of pedestrians whether paved or in use.

Site - The areas required for the performance of the Work.

Special Conditions - Terms which supplement items covered in General Conditions.

Specifications, Technical Specifications - Shall mean those portions of the Contract Documents consisting of written technical descriptions, provisions or requirements of the Work to be performed under the Contract Documents, including, but not limited to, the quantities or quality of materials, equipment, construction systems or applications. Standards for specifying materials or testing that are cited in the Specifications are part of the Contract Documents.

Standards - Shall mean those current Standards of Engineering analysis and design, including Installation and Material Specifications, which the City utilizes in the design and construction of its own projects.

State - The State of Georgia.

Subcontractor - An individual, firm, corporation or any combination thereof having a direct contract with Contractor for the performance of a part of the Work at the site.

Substantial Completion - The date certified by the Engineer when all or a part of the Work, identified in the Engineer's certification, is sufficiently completed in accordance with the requirements of the Agreement Documents so that the identified portion of the Work can be utilized for the purposes for which it is intended.

Supplier - Any individual, firm, or corporation who supplies Material or Equipment for the Work (including that fabricated to a special design) but who does not perform or provide significant labor at the Site.

Temporary Facility - Shall mean a facility constructed for whatever purpose and not intended to be permanent.

Utility - Shall mean and include all public, private, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, such as public owned fire and police signal systems, which directly or indirectly serve the public or any part thereof.

Work - All the services specified, indicated, shown, or contemplated by the Agreement Documents and the furnishing by Contractor of all Materials, Equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Agreement Documents and that will ensure a functional and complete facility.

Work Authorization – A Change in Work that adds, changes or removes scope of work from the Agreement but does not include a change in Agreement Time or Agreement Price; or the utilization of an allowance or contingency item, as permitted and defined by the Agreement documents. A Work Authorization does not include a Change Order, a Field Change or a Change Directive and is agreed upon and executed by an authorized City representative and the Contractor.

Working Days - Generally, Monday, Tuesday, Wednesday, Thursday, and Friday; however, on some projects, Saturday and/or Sunday may be considered working days, if specified as working days by the City or Engineer. Holidays are not considered Working Days.

Written Notice - A written statement transmitted from one party to an authorized representative of another party.

GC-4 APPLICABLE CODES, SPECIFICATIONS, AND STANDARDS

GC-4.1 General

All codes, Specifications, regulations, laws, ordinances, and standards referred to in the Agreement Documents shall mean, and are intended to be, the latest editions, amendment, and revisions of such reference standard in effect as of the date of the Invitation to bid for this Agreement, and as may be updated or amended to be applicable to the Project.

GC-4.2 Standards

Reference to a technical society, institution, association, or governmental authority, or pronoun in place of them, is made in the Agreement Documents in accordance with the following abbreviations:

ANSI	American National Standards Institute;
ASTM	American Society for Testing and Materials;
AWS	American Welding Society;
AASHTO	American Association of State Highway and Transportation Officials;
ACI	American Concrete Institute;
AFBMA	Anti-Friction Bearing Manufacturer's Association;
AI	Asphalt Institute;
AISI	American Iron and Steel Institute;
AISC	American Institute of Steel Construction;
AMCA	Air Moving and Conditioning Association;
API	American Petroleum Institute;
ASME	American Society of Mechanical Engineers;
ASTM	American Society for Testing and Materials;
AWG	American (Brown and Sharpe) Wire Gauge;
AWS	American Welding Society;
AWWA	American Water Works Association;
CRSI	Concrete Reinforcing Steel Institute;
EPA	Environmental Protection Agency (Federal);
EPD	Environmental Protection Division (Georgia State);
GDOT	Georgia Department of Transportation ("GDOT");
MARTA	Metropolitan Atlanta Rapid Transit Authority;
NACE	National Association of Corrosion Engineers;
NFPA	National Fire Protection Association;
NSF	National Sanitary Foundation;
OSHA	Occupational Safety and Health Administration; and
UL	Underwriter's Laboratories Incorporated.

GC-5 ADEQUACY OF DESIGN

Before placing its Bid to the City, and continuously after the execution of the Agreement, Contractor shall carefully study and compare the Agreement Documents and shall at once report any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation, or order of any public authority bearing on the performance of the Work. By submitting its Bid for the Agreement and the Work under it, Contractor agrees that the Agreement Documents, along with any supplementary written instructions issued by or through the Engineer that have become a part of the Agreement Documents, appear accurate, consistent, and complete. Contractor shall perform no portion of the Work at any time without Agreement Documents or, where required, approved shop Drawings, product data, or samples for such portion of the Work.

No claims shall be made by Contractor based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Agreement Documents which were reasonably discoverable by a review of the Agreement Documents and correlation thereof with the actual conditions at the Project Site. No observation of the Engineer or City, and no inspections, tests or approval shall relieve Contractor from its obligation to perform the Work in strict conformity with the Agreement Documents.

Contractor has determined, by its own investigation and research, all the conditions affecting the work to be done and materials to be furnished and does not rely upon any representation by the City in connection therewith.

THE CITY, ITS AGENTS AND EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING THE AGREEMENT DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents as no such representations or warranties have been or are hereby made.

Prior to execution of the Contract, Contractor has evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project Site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. With the exception of any differing site conditions clause, if any, that may be included in the Agreement Documents, the City assumes no responsibility or liability for the physical condition of the Project Site, or any improvements located on the Project Site. Contractor shall be solely responsible for providing a safe place for the performance of the Work.

Contractor acknowledges and agrees that its obligation to construct the Work in accordance with the Agreement Documents is not in any way altered or affected by the observations or inspections of the City or the Designer. Further, Contractor acknowledges and agrees that any

warranty periods included herein merely set forth the time period during which Contractor is contractually required to specifically perform corrective work and that these warranty periods are not and shall not be construed to be exclusive remedies of the City. Instead, Contractor acknowledges and agrees that it shall be liable to the City for the cost of correcting Work not performed in accordance with the Agreement Documents for the full period of the applicable statute of limitations.

GC-6 CITY OF ATLANTA ORDINANCES

Contractor shall be bound by the provisions of all City of Atlanta Ordinances. It is Contractor's responsibility to be aware of and adhere to all existing or future ordinances that are in effect during the performance of the Agreement.

GC-7 PERMITS AND REGULATIONS

All applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout to the extent that such requirements do not conflict with federal laws or regulations and in the event of a conflict, federal laws shall govern. All Work performed within the right of way of GDOT shall be in accordance with GDOT regulations, policies, and procedures.

Except as expressly stated in the Contract Documents, Contractor shall secure and will provide all building permits, licenses, and other applicable legal documents required for Contractor's performance of the Project.

Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of Contractor or any person or entity for which Contractor is responsible, it shall neither be entitled to any additional compensation, nor to an extension of Agreement Time.

GC-8 TAXES

Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes as well as any other taxes or duties on the Material, Equipment and labor for the Work or portions thereof provided by Contractor which are legally enacted by any municipal, county, federal or state authority or department or agency thereof at the time Bids are received, whether or not yet effective.

All records maintained by Contractor pertaining to such taxes and levies and payment thereof shall be made available to the City at reasonable times for inspection, audit and copying.

GC-9 ARREARS TO OFFSET DEBT AGAINST CITY

No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes, or any other debt or claim, and the City shall be entitled to counterclaim and/or offset any such debt, claim, demand or account in the amount of taxes so in arrears or other debts or claims of the City, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due or after any such debt or claim is asserted by the City, shall affect the right of the City to so offset the said taxes, debts, or other obligations against the same.

Contractor agrees that the City shall be allowed to setoff and recoup any claim or demand that it may have against Contractor (or any of its constituent members if Contractor is a joint venture) whether such claim or demand is liquidated or unliquidated. Contractor further agrees that in the event it assigns or sells any amounts due or to become due under this Agreement, notice to the City of such assignment or sale shall not affect the City's rights of setoff or recoupment against Contractor for claims subsequently arising on this or any other project. Any assignee or purchaser of any amounts due Contractor under this Agreement shall be bound to these provisions and shall assume the risk of subsequently arising claims of setoff or recoupment.

GC-10 LIENS

Contractor acknowledges that neither it nor any of its Subcontractors or Suppliers have lien rights on public property. Contractor will furnish the City with evidence, satisfactory to the City that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid before it shall demand final payment due or unpaid under this Agreement. In case such evidence is not furnished, an amount necessary to meet the lawful claims of the persons aforesaid may be retained from any monies due or that may become due the said Contractor under this Agreement until the lawful claims aforesaid shall be fully discharged, and it is understood and agreed that the City assumes no obligation nor in any way undertakes to pay such lawful claim out of any funds due or that may become due the said Contractor out of the City's own funds.

If, in its sole discretion, the City wishes to make joint payment to Contractor and any of its Subcontractors or Suppliers, Contractor agrees that the City may do so, and Contractor agrees to cooperate with the City in identifying the amounts due Subcontractors and Suppliers to facilitate the making of said joint payment.

GC-11 ASSIGNMENTS

Contractor shall retain personal control and shall give personal attention to the fulfillment of this Agreement. Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without the written consent of the City. In case Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain, or shall be deemed to contain, a clause substantially to the effect that

it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and to setoffs and recoupments by the City as set forth in GC-9 above. Any assignment of this Agreement in whole or in part or any assignment of monies due or to become due hereunder must bind the assignee to all terms and conditions of this Agreement and protect and preserve all rights and remedies of the City as against Contractor and extend to the City the same rights and remedies against assignee. In the event that any person or entity should claim entitlement to all or any part of any monies due or to become due under this Agreement under the doctrine of subrogation, it further agrees that its rights shall be subject to claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement and to setoffs and recoupments by the City as set forth in GC-9 above.

GC-12 PATENTS AND ROYALTIES

Contractor shall indemnify and hold harmless the City and its officers, agents, servants, and employees from liability or all claims of any nature or kind, including costs, attorneys' fees, and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by the City, unless otherwise specifically stipulated in the Agreement Documents.

If Contractor uses any design, device or Materials covered by letters, trademarks, patent or copyright, it shall provide for such use by suitable agreement between the City and the holder of such design, device or Material. It is mutually agreed and understood that, without exception, the Agreement Price shall include all royalties or costs arising from the use of such design, device, or Materials in any way involved in the Work. Contractor or its sureties or both shall indemnify and hold harmless the City, its officers and employees from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or Materials or any trademark or copyright in connection with Work agreed to be performed under this Agreement and Contractor shall indemnify the City for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work, including any costs or expenses for experts and attorneys' fees.

GC-13 OUT-OF-STATE CONTRACTORS

If the lowest responsive Bidder is a foreign corporation, partnership, or sole proprietorship, the Bidder hereby irrevocably appoints the Secretary of State of Georgia as its agent for services of all legal process for the purpose of this Agreement only and shall obtain all required certificates and licenses required by the Georgia Law.

GC-14 CONTRACTOR'S OBLIGATIONS

GC-14.1 Supervision and Construction Procedures

GC-14.1.1

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and shall coordinate all portions of the Work under the Agreement. All Work under the Agreement shall be performed in a skillful and workmanlike manner. Contractor shall exercise its control over all means, methods, techniques, and procedures so as to carefully and diligently coordinate the work of all Subcontractors and Suppliers or anyone working by, through, or under Contractor or a Subcontractor or Supplier.

GC-14.1.2

Contractor shall be responsible to the City for the acts and omissions of Contractor's employees, Subcontractors, Suppliers, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor or a Subcontractor or Supplier.

GC-14.1.3

Contractor shall not be relieved from Contractor's obligations to perform the Work in accordance with the Agreement Documents by the activities or duties of the Engineer in the administration of the Agreement or by inspections, tests, or approvals required or performed by persons other than Contractor.

GC-14.1.4

Contractor shall carefully study and compare the Agreement Documents with each other and with the site conditions and other information furnished by the Owner and shall at once report in writing to the Owner alleged errors, inconsistencies or omissions. If Contractor performs any construction activity involving an error, inconsistency or omission in the Agreement Documents that Contractor recognized or reasonably should have recognized and without having given written notice to the Owner, Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

GC-14.1.5

Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information available to Contractor with the Agreement Documents before commencing activities. Errors,

inconsistencies, or omissions discovered shall be reported in writing to the Owner at once and shall be subject to the provisions of the last sentence of GC-14.1.4 above.

GC-14.2 Labor and Materials

GC-14.2.1

Unless otherwise provided in the Agreement Documents, Contractor shall provide and pay for all labor, Materials, Equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

GC-14.2.2

Contractor shall, at all times, enforce strict discipline and good order among Contractor's employees and Subcontractors, and shall not employ on the Work any Subcontractor, unfit person or anyone not skilled in the task assigned them. The City may, after Written Notice, require Contractor to remove from the Work any employee the City deems incompetent, careless, or otherwise objectionable, including any employee of a Subcontractor or Supplier.

GC-14.2.3

All Work at the site shall be performed during regular working hours, except upon the City's written consent given after prior Written Notice.

GC-14.3 Contractor's Construction Schedule

Contractor shall comply with all scheduling requirements set forth in the Agreement Documents, including but not limited to the Special Conditions requirements for a CPM Schedule for performance of the Work.

GC-14.4 Conditions Affecting the Work

Contractor shall be responsible for having taken all steps necessary to ascertain the nature and location of the Work and the general and local conditions that can affect the Work or the cost thereof. Failure by Contractor to fully acquaint itself with conditions that may affect the Work, including but not limited to conditions relating to transportation, handling, storage of Materials, availability of labor, water, roads, weather, topographic and subsurface conditions, as-built conditions, other separate contracts to be entered into by the City relating to this Project that may affect the Work of Contractor, applicable provisions of law, and the character and availability of equipment and facilities needed prior to and during the prosecution of the Work, shall not relieve Contractor of its responsibilities under the Agreement Documents and shall not constitute a basis for an equitable adjustment or additional compensation under any circumstances. The City assumes no responsibility for any understanding or representations concerning conditions made

by any of its officers, agents, or employees prior to the execution of the Agreement, unless such understanding or representations are expressly stated in the Agreement Documents.

GC-15 RIGHT OF ENTRY

The City reserves the right to enter the Site of the Work herein contracted for, by such agent or agents as they may elect, for the purpose of inspecting the Work, or for the purpose of installing such collateral Work as the City may desire. Contractor shall cooperate and coordinate with other contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Engineer, Contractor will incorporate work activities of other City contractors directly into the schedule such that no phase of the Project(s) is delayed or impacted.

GC-16 NOTICES

Any notice, consent, approval, or other communication which is provided for or required by the Agreement Documents must be in writing and may be delivered in person to any party or may be sent by a facsimile transmission or by registered or certified U.S. mail, with postage prepaid, return receipt requested. Copies of all facsimiles shall also be sent via first class mail. Any such notice or other written communication shall be deemed received by the party to whom it is sent (i) in the case of delivery by hand or delivery by reputable national or local courier (such as United Parcel Service or Federal Express), on the date of delivery to the party to whom such notice is addressed, (ii) in the case of facsimile transmission, one working day after the date of successful transmission (provided that an additional first class mail copy of such notice is subsequently received within five (5) days of the facsimile transmission), and (iii) in the case of registered or certified mail, the date receipt is acknowledged on the return receipt for such notice. All such notices and other written communications shall be sent to the persons and addresses listed below

If to Owner:

Contract Administrator
Department of Public Works
City Hall
55 Trinity Avenue, Suite 4700
Atlanta, Georgia 30303

and

Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, Suite 1900
Atlanta, Georgia 30303

If to Contractor:

Representative
Contractor
Address
City, State, Zip_____

The addresses and persons listed may be changed at any time by giving Written Notice in accordance with this Article GC-16.

GC-17 SAFETY PRECAUTIONS AND PROGRAMS

The City, the Engineer, or their agents, employees or representatives are not responsible for the means, methods, techniques, sequences or procedures utilized by Contractor, or for the safety precautions and programs in connection with the Work. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for complying with all applicable rules, ordinances, state and federal laws and regulations.

GC-18 SAFETY OF PERSONS AND PROPERTY

GC-18.1 Damage, Injury, or Loss

Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

(1) All employees on the Work and all other persons who may be affected thereby;

(2) All the Work and all Materials and Equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of Contractor or any of Contractor's Subcontractors;

(3) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

(4) The Work of the City or other separate contractors.

GC-18.2 Notice

Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

GC-18.3 Warning, Signage

Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

GC-18.4 Hazardous Materials

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

GC-18.5 Remedy

Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any Subcontractor, Supplier or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable solely to the acts or omissions of the City, the Engineer or anyone directly or indirectly employed by any of them in any way, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor are in addition to Contractor's obligations under the Insurance Section of the General Conditions or other provisions of the General Conditions.

GC-18.6 Project Safety Coordinator

Contractor shall provide a project safety coordinator who shall be devoted full time toward accident prevention during construction. The qualifications of the project safety coordinator shall be submitted to the Department of Watershed Management Office of Security and Safety (OSS) for approval. If the candidate meets the qualifications, the candidate will be interviewed by OSS to confirm the candidate's experience. Individuals must meet the requirements outlined below to be qualified for the position.

(1) (a) Four (4) year Bachelor's degree and Five (5) years of construction loss control or construction safety experience; OR

(b) Ten (10) years of construction loss control or construction safety experience, AND

(2) Current certifications as listed below in a, b, and c:

(a) OSHA 510 or equivalent 30 hours of construction safety training.

- Trenching and Excavation (Standards- 29 CFR- 1926.651)
- Confined Space Entry (Standards- 29 CFR- 1910.146 App. E), AND

(b) Traffic Control/flagging (Certified GDOT flagger), AND

(c) First Aide/CPR/AED (Standards- 29 CFR- 1910.266 (App. B).

GC-18.7 Loads

Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

GC-18.8 Emergencies

In any emergency affecting the safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by Contractor on account of emergency Work shall be determined as provided in the Agreement Documents, including GC-26 and GC-41.

GC-18.9 Miscellaneous

GC-18.9.1

Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding blasting, including the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, Blasting or Excavating Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees and acknowledges that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement.

GC-18.9.2

Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding high voltage lines, including the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor also confirms that representatives of Contractor have visited the site of the Work and have taken into consideration the location of all electric power lines on and adjacent to all areas onto which the Agreement Documents require or permit Contractor to Work, to store materials or to stage operations, and that Contractor has obtained from the owner or owners of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines. Contractor agrees that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement.

GC-18.9.3

Contractor acknowledges and agrees that he is the person responsible under the law and that he is the person employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. He acknowledges and agrees likewise that he will comply with said law.

GC-18.9.4

Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. Contractor shall furnish all labor, pumps, shoring, enclosures, and Equipment necessary to protect and keep the Work free of water.

GC-18.9.5

The provisions, terms and conditions of this Section, although very specific, are in no way intended to limit the general requirements hereof or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any of said subsections or in any other parts or sections of the Agreement Documents shall be deemed to limit the obligations or responsibility of Contractor contained in general provisions with respect thereto or in laws, statutes, acts, rules or regulations which are applicable thereto but which are not specifically referred to in any part of the Agreement Documents.

GC-19 USE OF PREMISES AND CLEAN UP

GC-19.1 Storage, Cleanup and Cutting

Contractor expressly undertakes at no additional cost to the City:

(1) To store its Materials, Supplies and Equipment at the Site of the Work in such orderly fashion and in such locations as approved by the Engineer that will not unduly interfere with the progress of the Work, or the Work of any other contractors or the activities of City personnel.

(2) To clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that at all times the Site of the Work shall present a neat orderly and workmanlike appearance. No items shall be left or discarded elsewhere on the Site, or any other City sites. Items that are to be discarded shall be removed to approved dump areas.

(3) To remove all surplus material, false work, temporary structures, including foundations thereof, temporary plants of any description and debris of every nature resulting from its operations, and to put the Site in a neat, orderly condition

before final payment. Such final cleanup Work shall be performed within the time specified for completion of Work, with such exceptions as may be approved in writing by the City. Unless otherwise provided in the Specifications, Contractor shall clean any portion of Work for which a separate time for completion is specified and the Site thereof to the above standards within the specified time, with such exceptions as may be approved in writing by the City.

(4) To effect all cutting, fitting or patching of its Work required to make the same to conform to the Plans and Specifications and except with the consent of the City, not to cut or otherwise alter the Work of any other contractor.

GC-19.2 Protection and Use of Site

Contractor shall, at no additional cost to the City:

(1) Coordinate all of Contractor's operations with, and secure approval from, the City before using any portion of the Site. Contractor shall assume full responsibility for any damage to any such land or area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work.

(2) Cause its agents and employees to park their vehicles only at locations directed by the City. Contractor's agents and employees shall clean vehicles leaving the Site so as not to muddy roads in the vicinity of the Site. Vehicles shall be brought to the Site only in connection with necessary Work on the Project. In no event shall vehicles be brought to the Site outside normal working hours unless the City gives specific written permission in advance.

(3) In connection with Contractor's operations, provide for the free flow of traffic over roads or streets in or adjacent to the Site. Contractor shall keep roads and streets free from obstructions of any character that might present a hazard or interference with traffic and in such condition that traffic can be adequately accommodated. When operations in connection with the Work necessitates the closing of traffic lanes, Contractor shall arrange in advance with the City, any adjacent property owners affected, and appropriate local authorities for such closing and shall provide as necessary appropriate barricades, signs, markers, flares and other devices and flagmen as may be required by the Engineer or the local authorities for traffic guides and public safety.

(4) Provide facilities for its use and only at locations approved or directed by the City. Unless otherwise specified in the Agreement Documents, Contractor shall provide all power and lighting necessary for its Work, complying in all cases with local and national electrical codes, OSHA regulations, and any other applicable laws. The City shall direct the point or points to be used for service connection. Contractor shall provide telephone facilities for its own use and only at locations approved or directed by the City.

(5) Unless otherwise specifically provided in the Agreement Documents, Contractor shall provide its own temporary facilities, including an office and a watertight, closed area for storage and protection of Materials and Equipment to be used for, or incorporated in, the Work, except as specifically agreed in the Agreement Documents. Contractor's shanties, material storage rooms, field offices and the like will be approved by the City and placed in locations designated by the City. If it becomes necessary during the course of the Work for Contractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost.

(6) Contractor shall take measures to control the blowing or spreading of dust, smoke, dirt, mud and refuse from its Work to avoid nuisance and inconvenience to others whether on or off the Site. These measures shall be in compliance with, without being limited to, all applicable laws, and shall be subject to the City's approval. Contractor shall furnish all necessary labor and Materials such as water, approved chemicals, and Equipment.

(7) Contractor shall be responsible for the removal or drainage of all water interfering with the proper prosecution of its Work. It shall, at all times, assure such drainage and shall not be a nuisance or inconvenience to the City, other contractors or their Work, or the occupants or users of any other public or private area on or off the Site. This Article supplements, and does not supersede, any drainage or dewatering called for elsewhere in the Agreement Documents.

(8) Contractor shall not use permanent installed systems or equipment without permission of the City. If such permission is granted prior to completion of the Work, Contractor shall restore all parts of the system or equipment used by replacing materials, traps, valves, filters, motors, lamps, and the like to the extent that the City considers them to have been damaged or if their usefulness has been impaired or diminished by their temporary use by Contractor.

(9) No part of any surface shall be loaded during construction with more weight than it can safely bear at the time. Should damage occur through violation of this requirement by Contractor, it shall be solely liable for such damage and any consequence.

(10) It shall be Contractor's responsibility to receive and unload its Materials and pay all charges therefor, including, without limitation, demurrage or charges for delays in loading. Contractor shall instruct vendors or Suppliers making such deliveries exactly where they shall go. Contractor shall constantly keep the City advised of its Material delivery schedule and shall update it as required by the City so that Materials will be available to complete the Work on time. Contractor shall schedule Material deliveries so as to interfere as little as possible with anyone else's Work on the Project but within the normal Work hours. Contractor shall require that Materials and Equipment delivered shall be identified with

Contractor's name, purchase order, and identification numbers. Contractor shall sign for all Materials delivered and shall be responsible for their safekeeping.

GC-20 PROTECTION OF AGREEMENT WORK

Contractor shall be responsible for:

(1) Maintenance and protection of Work until final completion and acceptance, including, but not limited to, the storage of Materials and Equipment, erection of temporary structures and provisions for drainage as necessary to protect Work from injury, damage or loss;

(2) Any injury, damage, or loss to Work resulting from the action of the elements or any other cause, irrespective of fault or negligence, excepting only such injury, damage, or loss as is caused solely by the negligence or willful misconduct of the City;

(3) Protection of its Work and materials and the Work and materials of its Subcontractors or Suppliers from damage or injury from the weather; and

(4) Exercising due care to avoid injury or damage to the Work of other contractors on site.

Any portion of Work suffering injury, damage, or loss for which Contractor is responsible under 1, 2, 3 or 4, above, will be considered defective and shall be corrected or replaced without additional cost to City.

GC-21 DEFECTS IN THE WORK AND UNAUTHORIZED WORK

Contractor shall promptly remove from the premises all Work rejected by the City for failure to comply with Agreement Documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the Work in accordance with the Agreement Documents and without expense to City and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal, or replacement. All removal and replacement Work shall be done at Contractor's expense.

If Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Agreement Documents, and fails within three (3) working days after receipt of Written Notice from the City to commence and continue correction and cure of such default, noncompliance, or neglect with diligence and promptness, the City may, after twenty-four (24) hours following receipt by Contractor of an additional Written Notice and without prejudice to any other remedy the City may have, make good such deficiencies and may further elect to perform and to complete all or any part of Work thereafter through such means as the City may select, including the use of a new or supplemental contractor. In such case an appropriate Change Order shall be

issued deducting from the payments then or thereafter due Contractor, the cost of correcting such deficiencies. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the City on demand.

Minor, inconsequential defects may be waived in writing by the City, but the City's failure or refusal to exercise such authority shall not be subject to claim by Contractor. If a waiver (whether minor or major, consequential or inconsequential) will result in an appreciable saving of costs to Contractor, including costs of Work in place and savings when compared to potential costs of rejection and replacement under this clause, it will be made only upon an equivalent adjustment in compensation.

GC-22 GUARANTEE OF WORK AND MATERIALS

GC-22.1 Warranty of Materials, Equipment and Work

Contractor warrants to the City and the Engineer that all Materials and Equipment furnished under this Agreement will be new and of workmanlike quality unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and Equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this Article and elsewhere in the Agreement Documents shall survive final acceptance of the Work. All warranties are in addition to the rights, remedies, and redress that the City has at law or in equity, and none of Contractor's warranties shall be deemed a sole or exclusive remedy to the City.

GC-22.2 Warranty of Continued Liability of Electronics

Contractor shall warrant to Owner that all goods or equipment which Contractor is required to purchase under the Agreement and which contain embedded codes, chips, microprocessors, microcontrollers, clock circuits (including integrated circuits), computer operating systems, computer software, custom application programming, or other similar systems/technologies that calculate date or time data shall correctly and without failure, malfunction, or need for operator intervention, display, calculate, compute, and process date or time data before, during, and beyond any changes in the date, including leap year, and including changes at year end, decade end, and century end, as needed.

GC-22.3 Guarantee and Repair

If within one (1) year after the Date of Final Completion and Final Acceptance of the Work by the City, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Agreement Documents, Contractor shall correct it promptly after receipt of a Written Notice from the City to do so. This obligation shall survive

both final payment for the Work or designated portion thereof and termination of the Agreement. The City shall give such notice promptly after discovery of the condition. Contractor acknowledges that this one (1) year period provides a period during which Contractor has a duty to repair and does not in any way limit Contractor's liability for Work that is not in accordance with the Agreement Documents, including any that may be discovered more than one (1) year after the Date of Final Completion and Final Acceptance.

GC-22.4 Manufacturer Warranties

Without limiting the responsibility or liability of Contractor under the Agreement, all warranties given by manufacturers on Materials or Equipment incorporated in the Work are hereby assigned by Contractor to the City at no additional cost to the City. If requested, Contractor shall execute enforceable formal assignments of said manufacturer's warranties to the City at no additional cost to the City. Contractor shall not obtain any Materials or Equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City, but Contractor understands and agrees that it is jointly and severally liable with the manufacturers for any warranties provided.

GC-22.5 Non-Exclusive Nature of Warranties

The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

GC-23 TERMINATION OF AGREEMENT

GC-23.1 Termination for Contractor Default

If Contractor becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, or if Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper Materials, or fails to make prompt payment to Subcontractors or for Materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the Agreement Documents so as to be in material breach and default of the Agreement, then City may terminate the Agreement for default, either in whole or in part, without prejudice to any other right or remedy the City may have after giving Contractor and its surety seven (7) days to cure the default. For purposes of this Article, a material violation shall include, without limitation, any violation of or failure to comply with any obligation of the Agreement which the City, in its sole discretion, determines is likely to result in any damage to the City, the Work, or any public or private interest.

If the surety and/or Contractor does not cure the default within seven (7) days from the date of the mailing to Contractor and the surety of notice of default, City may, without further notice, terminate for default and may take over Work and prosecute the same to completion by contract

or by Force Account or by whatever means it deems appropriate for the account and the expense of Contractor and Contractor and its surety shall be liable to City for any excess cost incurred thereby, and in such event City may take possession of and utilize in completing Work, such materials, appliances, and plant as may be on the Site of Work and necessary therefore. Upon such termination Contractor shall:

(1) Preserve all Materials, Drawings and records and Plans at Site of the Work until notified in writing of those items that will be used in completing Work.

(2) Remove from Site of the Work all construction materials, equipment and plant not designated for use in such notice.

(3) Assist the City in making an inventory of all Materials and Equipment in storage at the Site of Work, in route to the Site of Work, in storage or manufactured at other locations, and on order from Suppliers.

The City shall further have the right to declare a default without terminating the Agreement for default in whole or in part. In such event, the City shall have the right, at its sole discretion, to supplement Contractor's forces if the City so chooses and deduct the cost of same from the amounts otherwise due Contractor. The City's failure to declare a default or terminate the Agreement in whole or in part shall not determine whether Contractor is, in fact, in material breach of the Agreement because the City shall also have the option to allow Contractor's defective performance to continue and collect such damages as the City may incur from Contractor and its surety.

In the event that the City incurs costs or expenses in performing or completing any portion of Contractor's scope of Work, the City's actual damages shall, at the City's discretion, include a fee up to 15% of such actual costs for performing such work. Such fee shall be computed on the actual costs incurred by the City for labor, materials, equipment, services, administrative and personnel costs and additional design and professional consulting fees, incurred as a result of Contractor's default.

Contractor acknowledges and agrees that an appropriate termination for default is adequate grounds for Contractor's disqualification from future City contracts. This provision shall survive the expiration or termination of this Agreement and any amendments to this Agreement.

In the event any termination for default is found to be wrongful or improper, Contractor agrees that its sole and exclusive remedy is to have the termination treated as a termination for convenience in accordance with the provisions of this Agreement.

GC-23.2 City's Right to Stop the Work

If Contractor fails to correct defective Work as required by the Agreement Documents, or fails to carry out the Work or supply labor or Materials in accordance with the Agreement Documents, or otherwise fails to meet or satisfactorily complete any of its obligations under this Agreement, the City, in writing, may order Contractor to stop the Work, or any portion thereof, until the

cause for such order has been eliminated; however, this right of the City and the Engineer to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of Contractor or any other person or entity. Contractor shall not be entitled to any extension of time or for compensation of any sort in the event that the City stops work pursuant to this provision.

GC-23.3 Intentionally Omitted

GC-23.4 Termination for Convenience of City

GC-23.4.1

The City may, at any time upon ten (10) days Written Notice to Contractor, terminate (without prejudice to any right or remedy of the City) the whole or any portion of the Work for the convenience of the City.

GC-23.4.2

If, after Contractor has been terminated for default, it is determined that Contractor was not in default or that the termination for default was improper for any reason, then such termination shall be considered a termination for convenience.

GC-23.4.3

If the City terminates the whole or any portion of the Work for convenience, then the City shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Article 23.4.4; provided, however, that if it reasonably appears to the City that Contractor would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement so that Contractor's loss on the portion of the Agreement it did perform is proportioned, from a percentage completion basis, to the loss Contractor would have sustained on the entire Agreement. In no event shall Contractor be entitled to anticipated profit on work not performed. Contractor shall, however, be entitled to any profit earned on the work performed to date, but Contractor acknowledges (1) that unit rates may be subject to adjustment, either upward or downward, based upon the variation in estimated quantity provisions of this Agreement, and (2) if the City determines that Contractor's schedule of values was materially unbalanced (or "front-end loaded"), payments previously made to Contractor shall be refunded to the City or withheld from amounts otherwise due Contractor. The intent of this Article is to avoid any Contractor windfall at the City's expense while at the same time preserving the benefit of the bargain, either positive or negative, for Contractor.

GC-23.4.4

If the City terminates the whole or any portion of the Work for convenience, the City shall pay Contractor the amounts determined by the Engineer as follows:

(1) To the extent not previously paid for, Contractor shall be paid on a percentage completion basis in accordance with any approved schedule of values for the value of the work completed to date, including items such as mobilization and general conditions costs (based on percent complete).

(2) To the extent not previously paid for and to the extent that the Agreement Documents call for payment on the basis of unit rates, Contractor shall be paid for all work actually performed at the unit rate established in the Agreement Documents, with such adjustment, if any, as may be required either upward or downward by the variation in estimated quantity provisions applicable to unit rates under the Agreement.

(3) The reasonable costs of settlement, including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Agreement. This amount shall not include any attorneys' fees or other legal costs or claim preparation costs or expert or consulting fees, and Contractor shall not be entitled to recovery or compensation of any such costs or fees under any circumstances.

GC-23.4.5

Contractor shall specifically require its Subcontractors and suppliers and those with whom they contract to agree to the provisions of this Article governing termination for convenience. In no event shall the City be responsible for anticipated profit on work not performed or "restocking charges." The City's potential liability for convenience termination costs shall be based on work actually performed and costs actually incurred, provided that the termination shall not in any event transform a Contractor or Subcontractor's probable net loss position into a profitable or "cost plus" recovery.

GC-23.5 General Termination Provisions

GC-23.5.1

If the City terminates the whole or any part of the Work for default, then the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and Contractor shall be liable to the City for any excess costs for such similar supplies or services. Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

GC-23.5.2

In the event of a Contractor default under any of the provisions of the Agreement, after written notice and a failure to cure within seven (7) days of that notice, Contractor and its surety shall be responsible to pay to the City such reasonable attorneys' fees as the City may expend as a result of the default, including all costs, expenses and filing fees incidental thereto, including, without limitation, expert fees, consultants' fees, arbitrator fees (if any), and prejudgment interest at the commercial account rate on all sums due, whether liquidated or unliquidated. Any judgment or arbitration award entered in favor of the City against Contractor or its surety shall bear interest from the time of entry of the judgment or the date of the arbitration award at the commercial account rate.

GC-23.5.3

After receipt of a notice of termination from the City, whether for default or for convenience, and except as otherwise directed by the City, Contractor shall:

(1) Stop Work under the Agreement on the date and to the extent specified in the notice of termination;

(2) Place no further orders or subcontracts for Materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated;

(3) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination and are not assigned as set forth below;

(4) If so requested by the City, assign to the City in the manner, at the times and to the extent directed by the City, all of the rights, title, and interest of Contractor under the orders and subcontracts so selected and requested for assignment;

(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City to the extent the Engineer may require, in accordance with the provisions of this Agreement;

(6) Transfer title and deliver to the entity or entities designated by the City, in the manner, at the times and to the extent, if any, directed by the City, and to the extent specifically produced or specifically acquired by Contractor for the performance of such portion of the Work as has been terminated:

    (a) The fabricated or unfabricated parts, Work in progress, partially completed supplies, and Equipment, Materials, parts, tools, dies, jigs, and other fixtures, completed Work, supplies and other material produced as

part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and

(b) The completed or partially completed Plans, Drawings, information, and other property related to the Work, including as-built information;

(7) If so requested by the City, use best efforts to sell for the benefit of the City, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in Article GC-23.5.3(6); provided, however, that Contractor:

(a) Shall not be required to extend credit to any buyer; and

(b) May re-acquire any such property under the conditions prescribed by and at a price or prices approved by the City; and, provided, further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by this Agreement or paid in such other manner as the City may direct;

(8) Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

(9) Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Agreement, which is in the possession of Contractor and in which the City has or may acquire an interest.

GC-23.5.4

Contractor shall preserve and make available to the City, at all reasonable times at the office of Contractor, but without direct charge to the City, all its books, records, documents and other evidence bearing on the costs and expenses of Contractor and any Subcontractor or Supplier under the Agreement, and any photographs, microphotographs, or other authentic reproductions thereof and Owner shall have the right at any time to audit the same.

GC-23.5.5

In arriving at any amount due Contractor for any termination for default or convenience, there shall be deducted:

(1) All unliquidated advance or other payments on account theretofore made to Contractor applicable to the termination portion of this Agreement;

(2) Any claim which the City may have against Contractor;

(3) Such claim as the Engineer determines to be necessary to protect the City against loss because of outstanding or potential claims of any type or nature; and

(4) The agreed price for, or the proceeds of sale of, any Materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of Article GC-23.5.3(7) and not otherwise recovered by or credited to the City.

GC-23.5.6

Contractor shall refund to the City any amounts paid by the City to Contractor in excess of Contractor's entitlement specified hereunder.

GC-23.5.7

The City may, at its option, have costs audited and certified by independent certified public accountants selected by the City.

GC-23.5.8

Contractor shall be entitled to only those damages and that relief from termination by the City as specifically provided hereunder.

GC-24 SUSPENSION OF WORK

GC-24.1 Right to Suspend Work

The City may order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City.

GC-24.2 Rights Upon Certain Unreasonable Suspensions

If the performance of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the City or Engineer in the administration of the Agreement, or by failure of any one of them to act within the time specified in the Agreement (or if no time is specified, within a reasonable time), or by any act of either of them which is attributable to their fault or neglect, adjustment shall be made in the Agreement Time only for any extension in the time required for performance of the Work necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no adjustment shall be made under this Article for any suspension, delay, or interruption for which an adjustment is provided or excluded under any other provision of the Agreement Documents, and no adjustment shall be made to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of Contractor or excusable delays that are unforeseeable and not attributable to the fault or neglect of the City or

Contractor and beyond the control of each of them. No claim for a time adjustment under this Article shall be allowed unless it is presented in accordance with the provisions of the Agreement governing Claims and compliance with the claims provision shall be a condition precedent to the right to a time adjustment.

GC-24.3 Damages Upon Suspension

Nothing contained in this Article authorizes the recovery of delay or impact damages, except as expressly authorized in this Agreement; and compliance by Contractor with the claims provision shall be a condition precedent to the right to any Contract adjustment on account of a suspension of the Work. Contractor expressly agrees that it shall not be entitled to any increase in the Agreement Price or to any monetary damages on account of a suspension, delay, interruption, interference or impact, unless the notice, documentation, and pricing requirements of this Agreement have been met.

GC-24.4 Time Extension Upon Suspension

Under the terms of this Agreement, in order for Contractor to receive extensions of time for excusable delays, the delays must (i) be on the critical path, (ii) be beyond the reasonable control of Contractor and those for whom it is responsible including its Subcontractors and Suppliers and others working by or through them, (iii) not be attributable to any factor for which Contractor has assumed the risk of performance (such as labor availability), (iv) not be attributable in whole or in part to Contractor's fault or neglect or the fault or neglect of those for whom Contractor is responsible, including Subcontractors and Suppliers and others working by or through them, and (v) not be concurrent with non-excusable delays that are on the critical path. If Contractor meets these five (5) requirements, then Contractor's sole remedy for such delay shall be an extension of the Agreement Time for the period of time during which all five (5) elements continue to be met, which shall be implemented by Change Order; provided, however, Contractor shall not be entitled to any extension of the Agreement Time (i) if Contractor fails to comply with notice requirements in the Contract, (ii) if such delays do not cause Contractor to achieve Substantial Completion of the entire Work later than the then current Substantial Completion Date, or (iii) if Contractor fails to work around such delay where such work around was available to Contractor. In all events, Contractor must comply with the notice and claim provisions set forth in this and other provisions of the Agreement in order to be entitled to any extension of the Agreement Time.

GC-24.5 Damages for Non-Excusable Delays

Under the terms of this Agreement, liquidated or actual damages (as specified in the Agreement and as appropriate) shall be assessed for all non-excusable delays. Unless and until Contractor satisfies its obligations under and satisfies all criteria set forth in GC-24.4, delays shall be deemed non-excusable. The burden of proof shall be upon Contractor to establish that delays and untimely completion are attributable to excusable delays.

GC-24.6 Abnormal Weather

Abnormal weather may constitute an excusable delay if other requirements for excusable delays are met (for example, weather-sensitive work must be on the critical path.) The Agreement Time will not, however, be extended due to normal inclement weather. Unless Contractor can substantiate that there was greater than normal inclement weather using a ten (10) year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for Atlanta, Georgia, and that such alleged greater than normal inclement weather qualifies as excusable delay as set forth above, Contractor shall not be entitled to an extension of time. In no event will "dry-out" delay days be allowed. Any time extension shall be based on the number of additional days of adverse weather and not upon the time required to recover from said weather.

GC-24.7 Impacts From Adjacent Property

Contractor acknowledges and agrees that it will be interacting with numerous citizens and residents of the City and will be working in close proximity to their homes, businesses, and private property. Contractor warrants that it has made due allowance for dealing with the concerns and complaints of these citizens and residents and any delays, interruptions, interferences, disruptions, or other impacts resulting therefrom. Contractor further warrants and agrees that it will fully cooperate with the City to minimize the adverse affects of the Project on the City's residents by resequencing work or adjusting its means, methods, techniques, and procedures to minimize and mitigate the effect upon the City's residents and that the cost of these mitigation efforts has been included in Contractor's price to the City.

GC-25 COMMENCEMENT AND PROSECUTION OF THE WORK

Contractor shall, within ten (10) days after receipt from the City of a written Notice to Proceed, commence Work to be done under this Agreement. Contractor shall diligently prosecute Work and all portions thereof to completion within the times specified therefor. The capacity of Contractor's construction and manufacturing equipment and plans, sequence and methods of operations, and forces employed, including management and supervisory personnel, shall be such as to ensure completion of Work within the specified time.

It is expressly understood and agreed by and between Contractor and City that Agreement Time for the completion of Work described herein is a reasonable time, taking into consideration the unique requirements of the Work (including performance of the Work in close proximity to the private property of the citizens and residents of the City), the average climate and economic conditions in the area, and other factors prevailing in the locality of the Work (such as, without limitation, the availability of labor, equipment and materials).

GC-26 TIME

GC-26.1 Progress and Completion

GC-26.1.1

All time limits stated in the Agreement Documents are of the essence of the Agreement.

GC-26.1.2

Contractor shall begin the Work within ten (10) days after the issuance of written Notice to Proceed. Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work and Final Completion within the times stated in the Agreement Documents.

GC-26.2 Delay, Damages, and Extensions of Time

GC-26.2.1

Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, impact or hindrance from any cause whatsoever, whether such delay, disruption, interference, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, except as expressly provided in this Agreement.

In any and all events, the City's liability for damages for delay, disruption, interference, impact or hindrance shall be limited to the following actual direct job site related costs that are solely incurred as a function of time: (1) costs of job site supervision, (2) direct cost of general conditions items, including job site office expenses for trailer rental, telephone, electricity, heat, and water, (3) except for tunnel boring machines which shall be governed by the terms of GC-41.6, equipment expenses at the Force Account rates specified in the provisions of this Agreement governing changes; and (4) a markup for profit and overhead on actual direct costs, in accordance with the Force Account rates specified in the provisions of this Agreement governing changes.

GC-26.2.2

The Agreement Time shall be adjusted only for excusable delays. In the event Contractor requests an extension of the Agreement Time, it shall furnish such justification and supporting evidence as the City may deem necessary for a determination as to whether Contractor is entitled to an extension of time under the provisions of the Agreement. The City, after receipt of such justification and supporting evidence, shall make a decision thereon and shall advise Contractor in writing thereof. If the City finds that Contractor is entitled to any extension of the Agreement Time, the City's determination as to the total number of days' extension shall be based upon the current CPM and on all data relevant to the extension as described in the Agreement Documents. Contractor acknowledges and agrees that delays in activities that according to the approved and current CPM

Schedule do not affect the critical path do not have any effect upon the Agreement Time and therefore will not be the basis for a change thereof.

GC-26.2.3 [Intentionally Omitted]

GC-26.2.4 [Intentionally Omitted]

GC-26.2.5 [Intentionally Omitted]

GC-26.2.6 [Intentionally Omitted]

GC-26.2.7

In order for Contractor to be entitled to any extension of the Agreement Time, Contractor must comply with the Claim provisions of GC-41 and GC-26. Such statement of the claim, in addition to complying with all other provisions of the Agreement relating to Claims and delays, must provide all information required by the scheduling requirements of the Agreement Documents and further provide the following specific information:

(1) Nature of the delay;

(2) Date (or anticipated date) of commencement of delay;

(3) Activities on the approved current CPM Schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;

(4) Identification of person(s) or organization(s) or event(s) responsible for the delay;

(5) Anticipated extent of delay; and

(6) Recommended action to avoid or minimize the delay.

GC-26.2.8

The City shall receive and process such claims for extensions of time in accordance with the procedures set forth in Article GC-41, except that any Change Order issued shall only amend the time for completion.

GC-26.2.9

The failure of Contractor to file any claims for extension of time within the time limits prescribed and in the form and manner required shall be deemed a material prejudice to the interests of the City in canceling and mitigating such impacts, and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same. The purpose of the time limits, notice and form and manner requirements are, in part, to eliminate disputes over the existence, scope, and nature of events giving rise to claims, and the failure to abide by same will result in material prejudices to the City, even if the City were otherwise on notice of facts giving rise to the claim because, in part of the impact to the City's ability to document, dispute, or resolve issues as they arise, and also because of the impact to the City's efforts to entirely avoid disputes over claims not asserted in accordance with the Agreement Documents.

GC-26.2.10

If no schedule or agreement is made stating the date upon which written interpretations as set forth in the Agreement Documents shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

GC-27 RESPONSIBILITY FOR COMPLETION

GC-27.1 Duty to Accelerate

Subject to the other provisions of the Agreement Documents, Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated CPM Schedule. If Work actually in place falls behind the currently updated and approved CPM Schedule, and it becomes apparent from the current approved CPM Schedule that the Work will not be completed within the Agreement Time, Contractor agrees that it will, as necessary or as directed by the City, take some or all of the following actions at no additional cost to the City to improve its progress:

(1) Increase manpower in such quantities and crafts as will eliminate, in the judgment of the City, the delay and backlog of Work;

(2) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to eliminate in the judgment of the City, the delay and backlog of Work;

(3) Reschedule activities as necessary to eliminate in the judgment of the City the delay and backlog of Work; and

(4) Any other measure required by the schedule requirements of the Special Conditions.

In addition, the City may require Contractor to submit a proposed revised CPM Schedule Recovery Plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the City finds the proposed plan not acceptable, the City may require Contractor to submit a new and/or revised plan with direction and other input from the City and Engineer.

GC-27.2 Recoverable Acceleration Expenses

In the limited and exclusive event that (1) the City directs Contractor to accelerate, and (2) it is subsequently determined that Contractor was entitled to time extensions for excusable delays which the City failed or refused to grant, and (3) Contractor in fact succeeds in accelerating substantial completion of the Project by substantially completing the Project significantly and materially sooner than what would have been the case had the City granted all time extensions to which Contractor was entitled, then, and only then, Contractor may be entitled to recoverable acceleration expenses as defined below if Contractor properly and timely complies with the provisions related to time, notice and form and substance of claims of the Agreement (including, without limitation, Articles GC-24, GC-26, and GC-41) Recoverable acceleration expenses shall be limited to the following without any markup for overhead and profit:

(1) the premium portion only of overtime costs for hours worked in a single week that exceed 40 hours per week

(2) if the overtime continues for more than 65% of the skilled labor on the site (including subcontractor personnel) for a continuous period of 8 weeks or more, then beginning in the 9th week, a multiplier of 10% of the premium portion of the overtime costs may be added as recoverable acceleration expenses to cover the cost of any loss or damage or additional expense resulting from the acceleration.

No expenses other than the two items noted above shall be allowed as recoverable acceleration expenses. No claims for acceleration for work that is not on the critical path shall be permitted.

GC-27.3 Acceleration by City's Forces

Failure of Contractor to substantially comply with the requirements of Article GC-27.1 may be considered grounds for a determination by the City and/or the Engineer that Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified. In such case, upon forty-eight (48) hours prior Written Notice to Contractor, City shall have the right to furnish such additional labor and Materials as may be required to comply with the schedule, and Contractor shall be liable for such costs incurred by City as provided elsewhere in this Agreement.

GC-27.4 Set-Off of Acceleration Costs

Any monies due to the City under this Article may be set-off by the City against monies due from the City to Contractor.

GC-27.5 Acceleration Remedies Cumulative

The remedies of the City set out in this Section are in addition to, and without prejudice to, all other rights and remedies of the City including those stated elsewhere in the Agreement Documents. The remedies of Contractor, however, are sole and exclusive and contingent upon compliance with the Agreement provisions as to time, notice, form, and substance of Claims, including, without limitation, Articles GC-24, GC-26, and GC-41.

GC-28 WORKING DRAWINGS, SHOP DRAWINGS, DATA ON MATERIAL AND EQUIPMENT, SAMPLES, AND LICENSES

GC-28.1 General

GC-28.1.1

Contractor shall submit to the Engineer for review and exception, if any, such working Drawings, Shop Drawings, test reports and data on Materials, licenses, and Equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including but not limited to, those working Drawings, Shop Drawings, data and samples specifically required elsewhere in the Specifications and Agreement Documents. Submittals are required for any product that becomes a part of, or affects, the permanent Work.

GC-28.1.2

Data on Materials and Equipment include, without limitation, Materials and Equipment lists, catalog data sheets, cuts, diagrams and similar descriptive material. Materials and Equipment lists shall give, for each item thereon, the name and location of the Supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

GC-28.1.3

It is the duty of Contractor to check all Drawings, data and samples prepared by or for it before submitting them for review. Drawings and schedules shall also be checked and coordinated with the Work of all trades involved. Drawings and other submittals originating from Subcontractors will be reviewed and checked similarly by Contractor. Pursuant to this required review, Contractor shall indicate its approval, before they are submitted for review by the City, by affixing its stamp of approval, properly initialed and dated. All submittals shall be referenced to the applicable item, section or division of the Specifications.

GC-28.1.4

The Engineer's review of Drawings, data and samples submitted by Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Engineer's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the Material, Equipment, device, or item shown.

GC-28.1.5

Contractor shall not begin any of the Work covered by a Drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to it.

GC-28.1.6

The CPM Schedule shall include respective dates for the submission of shop and work Drawings, the beginning of manufacture, testing, and installation of Materials, Supplies, and Equipment.

GC-28.1.7

Acceptable submittals will be marked "No Exceptions Taken." Submittals requiring minor corrections before the Material or Equipment is acceptable will be marked "Make Corrections Noted." Contractor may order, fabricate, or ship the items included in the submittal, provided the indicated corrections are made. Drawings must be resubmitted for review prior to installation of Equipment or use of Materials, unless otherwise directed in writing by the Engineer.

GC-28.1.8

Submittals marked "Amend and Resubmit" must be revised to reflect required changes, and the initial review procedure repeated.

GC-28.1.9

The "Rejected - See Remarks" notation is used to indicate Materials or Equipment that are not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial review procedure utilizing acceptable Materials or Equipment.

GC-28.1.10

Drawings on other submittals not bearing the Engineer's "No Exceptions Taken" notation shall not be issued to Subcontractors or utilized for construction purposes. No Work shall be done or equipment installed without a drawing or submittal bearing the "No

Exceptions Taken" notation. Contractor shall maintain at the job site a complete set of Drawings and other submittals bearing the Engineer's stamp.

GC-28.1.11

In the event Contractor obtains the City's approval for the use of equipment other than that which is called for in the Agreement Documents, Contractor shall, at its own expense and using methods approved by the City, make any changes to structures, piping and electrical work that may be necessary to accommodate this equipment. If Contractor substitutes any specified item of Material or Equipment with another item of Contractor's choosing as an "or equal" item, Contractor warrants the accuracy and adequacy of the design and performance of the substituted item and further warrants that it has exercised due diligence to ensure that the substituted item will function properly as a component into the integrated Project of which it is a part.

GC-28.1.12

Contractor shall submit all Drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action.

GC-28.1.13

The review of Drawings and schedules will be general, but approval shall not be construed: (a) as permitting any departure from the Agreement requirements; (b) as relieving Contractor of responsibility for any errors, including details, dimensions, and Materials; and (c) as approving departures from details furnished by the City, except as otherwise provided herein.

GC-28.2 Shop Drawings

GC-28.2.1

When used in the Agreement Documents, the term "Shop Drawings" shall be considered to mean fabrication drawings, wiring and control diagrams, cuts, or entire catalogs, pamphlets, descriptive literature, and performance and test data. The Drawings shall be submitted using standard transmittal forms in accordance with detailed instructions furnished by the City. A separate transmittal sheet shall be used for reference to each item, section or division of the Specifications.

GC-28.2.2

Contractor shall submit six (6) sets of each Shop Drawing for review. On electrical and instrumentation and control submittals Contractor shall submit seven (7) copies of each for review.

GC-28.2.3

Each Shop Drawing shall include the following:

(1) Number and title of the submittal;
(2) Date of Drawing or revision;
(3) Name of Project;
(4) Name of Contractor and/or Subcontractor submitting Drawing and with its seal of approval;
(5) Specification title and number; and
(6) Clear identification of contents and location of the Work.

GC-28.2.4

Drawings for Work on utility facilities, streets and other facilities, which are constructed for owners other than the City, shall be coordinated so that information required by these owners is included on the Shop Drawings for their facilities.

GC-28.2.5

If Drawings show variations from Agreement requirements, Contractor shall describe such variations in its letter of transmittal. If acceptable, proper adjustment in the Agreement shall be implemented where appropriate. If Contractor fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with Agreement, even though such Drawings have been reviewed.

GC-28.2.6

If the Drawings or schedules as submitted describe variations and show a departure from the Agreement requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Agreement Price or Time, the City may return the reviewed Drawings without noting an exception.

GC-28.2.7

If no exceptions are taken by the City, each of the Shop Drawings will be identified by being so stamped and dated. Shop Drawings stamped "Rejected - See Remarks" and with required corrections shown, will be returned to Contractor for correction and re-submittal. On re-submittals, Contractor shall direct specific attention, in writing or on resubmitted Drawings, to revisions other than the corrections requested by the City on previous submissions. Contractor shall make any corrections required by the City. If Contractor considers any correction indicated on the drawings to constitute a change to the Agreement Drawings or Specifications, Contractor shall give Written Notice thereof to the City in accordance with GC-41. At least two (2) copies of Drawings or data submittals will be returned to Contractor.

GC-28.2.8

When the Drawings or data submittals have been completed to the satisfaction of the City, Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City.

GC-28.2.9

After final review in which there are no exceptions noted or referenced, and before final payment is made, Contractor shall furnish to the City two (2) sets of record Shop Drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made and marked FINAL/AS-BUILTS. One (1) set of such Shop Drawings shall be either drawn in ink on tracing cloth, or reproduced on mylar from which clear prints can be made. The other set could be a complete paper print.

GC-28.2.10

Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any Material or from proceeding with any part of Work prior to the review, without exception, by the City of the necessary Shop Drawings.

GC-28.3 Working Drawings

GC-28.3.1

When used in the Agreement Documents, the term "Working Drawings" shall be considered to mean Contractor's plans, including a detailed narrative, for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

GC-28.3.2

Copies of Working Drawings shall be submitted to the City where required by the Agreement Documents or requested by the City and shall be submitted at least thirty (30) calendar days in advance of their being required for Work.

GC-28.3.3

Working Drawings shall be signed and sealed by an engineer licensed to practice in the State of Georgia and shall convey, or be accompanied by, calculation of other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, Working Drawings must have been reviewed to the satisfaction of the City, and each Working Drawing identified by

the City with the Engineer's stamp of "No Exception Taken." Review of the Working Drawings by the Engineer will not relieve Contractor in any way from its responsibility with regard to the fulfillment of the terms of Agreement. All risks of error are assumed by Contractor. The City and the Engineer shall have no responsibility therefor.

GC-28.4 Record Agreement Drawings

Contractor shall keep at least one (1) record copy of all Agreement Documents, reference documents, and all technical submittals at the Site in good order and annotated to show all changes made during the construction process. Record drawings shall be updated and kept current on a monthly basis by Contractor. The record drawings will be reviewed monthly by the Engineer prior to approval of Contractor's monthly Payment Application. Final "as-built" plans of the Work, shall be satisfactory to the Engineer, and will be provided at Contractor's expense within thirty (30) days following Substantial Completion of the Work or any portion thereof. The provision of such as-built documents satisfactory to the Engineer shall be an express condition precedent to final payment. Upon request, the Engineer will provide one (1) set of reproducibles of the original Agreement Drawings, at no cost, to Contractor within two weeks subsequent to the execution of this Agreement.

GC-28.5 Samples

GC-28.5.1

Contractor shall furnish at no additional cost, for the approval of the City, samples required by the Agreement Documents or requested by the City. Samples shall be delivered to the City as specified or directed. Contractor shall prepay all shipping charges on samples. Materials or Equipment for which samples are required shall not be used in Work until approved by the City.

GC-28.5.2

Each sample shall have a label indicating:

(1) Name of Project;
(2) Name of Contractor and Subcontractor;
(3) Material or Equipment Represented;
(4) Place of Origin;
(5) Name of Producer and Brand (if any); and
(6) Location in Project.

GC-28.5.3

Contractor shall prepare a transmittal letter for each shipment of samples containing the information required in Article B above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the City. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change

or modify any Agreement requirement. Substitutions will not be permitted unless they are considered to be to the City's best interest.

GC-28.5.4

Approved samples not destroyed in testing shall be sent to the City or stored at the Site of the Work. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and Equipment incorporated in the Work shall match the approved samples. Samples which failed testing or were not approved will be returned to Contractor at its expense if so requested at time of submission.

GC-28.5.5

Contractor will provide architectural samples to the City in a composite color board format for review and color coordination. These samples shall be of the precise Material and color specified and of sufficient size for comparison to other material samples.

GC-28.5.6

Custom colors and coatings may be required to complete the Project within acceptable architectural standards. Contractor shall comply with the Architect's selection and provide Materials that precisely match the approved samples.

GC-28.6 Operation and Maintenance Manuals

GC-28.6.1

Operation and maintenance manuals are operator and shop maintenance instructions that enable an average journeyman mechanic without prior knowledge of the specific type, make, or model to maintain and repair the Equipment. The manuals shall include repair parts data that provides positive identification for an item of the complete Equipment with reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.

GC-28.6.2 Preparation Instructions

An operation and maintenance manual set is required to cover each specific make, model, year and serial numbered piece of Equipment scheduled for delivery under terms of this Agreement. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specification set forth herein. The manuals shall provide instructions, illustrations, and other associated data for operations, preventive and corrective maintenance and repair, including a complete catalog of parts used in the assembly of the end item. The manuals provided shall contain complete instructions and information as set forth below for all Equipment components, assemblies, subassemblies,

attachments, and accessories manufactured by the prime Supplier or those purchased by the prime Supplier from other sources and assembled in the finished end item.

GC-28.6.3 Contents of Operation and Maintenance Manuals

The contents of complete set of manuals shall include, at a minimum, the following:

(1) Table of Contents;
(2) Operating instructions;
(3) Preventive maintenance, service, and corrective maintenance or repair instructions;
(4) Parts list with recommended quantity; and
(5) Approved Shop Drawing(s).

GC-28.6.4 Binding and Delivery

The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate in bold type the manufacturer's name, contract number, model number, and serial number of the unit or equipment. Five (5) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

GC-29 CONTRACTOR'S TITLE TO MATERIALS

No Materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage, security agreement, or under a conditional sales contract or other agreement by which any security interest is retained by the seller. Contractor warrants that it has good title to all Materials and supplies used in the Work, free from all liens, claims or encumbrances.

GC-30 INSPECTION AND TESTING OF MATERIALS

All Materials and Equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards and the requirements of the Agreement Documents. The laboratory and inspection agency shall be provided by Contractor and approved by the City for these tests; provided, however, that if the City has already secured the services of identified testing consultants/agencies, then Contractor shall engage the services of the testing consultant/agency designated by the City. Additional tests performed after rejection of Materials or Equipment shall be at Contractor's expense.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended, but failure to inspect Materials will in no way waive the City's right to reject defective Materials or to condemn Work in which they are used.

Contractor will provide for travel expenses, factory performed testing and set up costs for the factory inspection and testing of all major architectural elements, mechanical, electrical or process equipment. A factory visit for both designers' representative and a City representative may be required. No funds for stored materials or fabrication items will be released until the factory inspection is completed and a certified Payment Application is submitted.

All tests performed by Contractor shall be witnessed by the City unless the requirement therefor is waived in writing. Contractor shall give the City reasonable advance notice of all such tests. The City may perform additional tests on materials tested by Contractor, and Contractor shall furnish samples for this purpose as requested.

In the event that the City directs additional testing or inspection of the Work and the testing or inspection reveals that the Work is not in accordance with the Agreement Documents, Contractor shall pay for all costs of correction of the Work as well as for all costs of testing and inspection. In the event that any portion of Contractor's Work depends upon the Work of the City or any of its separate contractors, the Contractor agrees that the City's Work or that of its separate contractor is adequate and installed such that it is ready and sufficient in all respects to accept Contractor's Work, unless written notice of any defect or deficiency is provided by the Contractor to the City prior to the Contractor beginning performance of the Work.

GC-31 MATERIALS AND EQUIPMENT

Contractor shall furnish all Materials and Equipment to be incorporated into the Work. Only Materials and Equipment conforming to the requirements of the Drawings and Specifications shall be incorporated into the Work. Except as otherwise specified or approved in specific instances, all such Materials and Equipment shall be new and unused and of the highest quality available. Materials and Equipment for which no specific requirements are given in the Drawings or specifications shall be those best suited for the specified use, considering function, strength, durability and resistance to corrosion. Manufactured Materials and Equipment shall be obtained from sources which are currently manufacturing such Materials or Equipment, except as otherwise approved in writing.

If so ordered by the Engineer, sources of Materials shall be approved by him before delivery from those sources is commenced. Approval of a source of Materials may be withdrawn by the Engineer at any time that the Materials delivered from that source are found to be defective, and Contractor shall thereupon cease all deliveries from that source.

Manufacturer's warranties, certifications, guarantees, manuals, instruction sheets and parts lists provided with Materials and Equipment shall be furnished to the Engineer before final payment is made and receipt of same is a condition precedent to any obligation to make final payment.

GC-32 STORAGE OF MATERIALS AND EQUIPMENT

Materials and Equipment to be incorporated in the Work shall be stored in such a manner as to preserve their quality and fitness for incorporation in the final project. They shall be stored in a manner acceptable to the Designer and Owner and in an accessible facility that allows inspection. If at any time the City determines that any Materials or Equipment are not being properly stored, they may issue a directive to correct the storage or reject the Material for incorporation in the Project. No additional payment will be made for storage requirements. No payment will be made on Materials stored improperly or replaced due to improper storage.

No Equipment may be stored outside without the express written permission of the City on that specific piece of equipment stating that unit's unique I.D. numbers.

For any Equipment or units that have rotating parts or bearing assemblies and must be stored for more than sixty (60) days, Contractor shall set up a schedule to manually rotate the units every fifteen (15) days and maintain a certification log to preserve the service life and warrantees.

GC-33 REPORTS, RECORDS, AND DATA

GC-33.1 General

Contractor shall submit to the City schedules of quantities and costs, progress schedules, reports, estimates, records, certificates, and other data as the City may request concerning Work performed or to be performed under this Agreement.

GC-33.2 Payroll Reports

Contractor shall be required to furnish weekly payroll reports to the City, certifying conformance with the wage rates listed in the Specifications. The requirement applies to Contractor, its Subcontractors, and any lower-tier Subcontractor providing labor at the site. These reports shall show completed payroll information, and such certificates and statements of compliance as required in the Federal Labor Standards and by the City relative to payrolls. The schedule of wage rates shall be posted on a bulletin board available to the workers.

GC-33.3 Contractor's Daily Reports

As soon as Contractor has started Work on the Project, it shall compile written daily reports of the Work performed the previous day by its employees, including the employees of Subcontractors.

The reports shall be prepared by Contractor's representative and shall bear his signature. Each report shall contain at least the following information:

(1) Description of Work items and references to payment items;
(2) Work forces and construction Equipment employed;

(3) Materials and Equipment installed;
(4) Work performed by Subcontractors; and
(5) Description of any accidents, interruptions, impacts, delays, problems, visitors, impediments, etc. encountered or continued.

Contractor shall require similar reports from Subcontractors for each day on Site and shall attach copies to Contractor's Daily Report when submitted.

GC-34 CONTRACTOR'S SUPERVISION OF THE WORK

GC-34.1 General

Contractor shall provide competent, efficient supervision of the Work. All Work shall be performed in a skillful, workmanlike and orderly manner, and Contractor and its supervisory personnel shall enforce this requirement at all times.

GC-34.2 Contractor's Representative

Before beginning Work, Contractor shall notify the City in writing of one (1) person within its organization, satisfactory to the City, who shall have complete authority to supervise Work, to receive orders from the City, and to represent and act for Contractor in all matters arising under Agreement. Contractor shall not remove its representative without first designating, in writing, a new representative, who meets all of the foregoing requirements. Upon ten (10) days notice, the City or the Engineer may request replacement of Contractor's Representative if, in the City's opinion, it is necessary to ensure the timeliness or quality of the Work.

Contractor's representative shall normally be present at or about the Site of Work while the Work is in progress. Before leaving the Site of Work for any extended period, whether or not the Work is in progress, Contractor's representative shall notify the City, in writing, of the designation of an assistant, satisfactory to the City, with full authority to act for the representative in his absence, or shall make substitute arrangements satisfactory to the City. When neither Contractor, its representative, nor the representative's authorized assistant is present on a part of Work, the superintendent, foreman, or other employee or Contractor in charge of that part of the Work shall be an authorized representative of Contractor for the purposes set forth above.

GC-35 SUBCONTRACTORS AND SUPPLIERS

Contractor may utilize the services of specialty Subcontractors on those parts of Work that, under normal contracting practices, are performed by specialty Subcontractors, except as otherwise required by the Agreement Documents.

In addition to the designation of Subcontractors in the proposal documents, Contractor shall submit to the City a listing of the Subcontractor name, full address and telephone number, contact person, class or trade of work, list of similar past projects worked on, including reference

names, telephone numbers, and other information as applicable to that Subcontractor and the provisions of the Agreement Documents. Contractor shall make Subcontractor submittals sufficiently in advance of construction requirements to provide the Engineer and City with no less than sixty (60) days for review and appropriate action.

Contractor shall be as fully responsible to the City for the acts and omissions of all Subcontractors and Suppliers, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to Work to bind Subcontractors and Suppliers to Contractor by the terms of the General Conditions and other Agreement Documents, insofar as applicable to the work of Subcontractors and Suppliers, and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provisions of the Agreement Documents.

Nothing contained in this Agreement shall create any contractual relation between any Subcontractor or Supplier and the City. The Contractor shall not award more than seventy-five percent (75%) of the Work to Subcontractors, provided that, to the extent that a more stringent standard is required in the Special Conditions, the more stringent standard shall control.

GC-36 INSPECTION OF WORK

GC-36.1 General

All of Work shall be subject to inspection by the City for conformity with the Drawings and Specifications, Working Drawings, Shop Drawings, data on Materials and Equipment, and material samples. Inspection of the balance of Work will be in accordance with this article, unless otherwise expressly indicated. Material tests and all other specified tests will be considered part of the inspection process and shall be subject to all of the provisions of this clause.

GC-36.2 Engineer's Access to Work

The Engineer shall have access to, and may inspect Work at all times and places. He shall have access to, and may inspect, Materials and Equipment to be incorporated in Work at all times at the place of production or manufacture and at the shipping point, as well as at Site of Work.

The Engineer will designate the Materials and Equipment to be inspected at the place of production or manufacture. Contractor shall give the Engineer fourteen (14) days advance written notice of the start of manufacture or production of Materials and Equipment so designated. The Engineer's failure to so designate Materials and Equipment shall in no way limit his right to inspect them at the place of production of manufacture.

Contractor's Materials and Equipment contacts shall include a notice to the Supplier or Subcontractor of the inspection requirements of this clause.

GC-36.3 Cooperation And Safety

The Engineer will perform inspections in such manner as not to delay Work unnecessarily, and Contractor shall perform the Work in such manner as not to delay inspection unnecessarily. Contractor shall give the Engineer reasonable advance notice of operations requiring special inspection of a portion of Work at any time by reasonable advance notice to the Engineer.

If requested by the Engineer, Contractor shall submit written certification, in a form approved by the Engineer, that he has inspected the Work prior to inspection by the Engineer, and that it complies with the Agreement Documents.

Contractor shall bear any additional inspection costs resulting from Contractor's failure to have a portion of Work ready for inspection at the time requested by Contractor for its inspection, or from reinspection of any previously rejected portion of Work where the defects requiring such rejection were due to Contractor's fault or negligence. Such costs may be deducted, in whole or in part, from any money due or that may become due Contractor under the Agreement.

Contractor shall furnish the Engineer all reasonable facilities for his safety and convenience in inspecting the Work, at all times and at all places where inspection may take place. If the Engineer finds that conditions are unsafe for inspection at a particular location, he may, upon notice to Contractor, refuse to inspect in that location until such conditions are corrected. Contractor shall bear any additional costs incurred to permit subsequent inspection of any portion of Work covered or completed at the location after correction of the conditions, whether or not such portion of Work is found to meet the requirements of the Agreement Documents.

GC-36.4 Inspection of Covered or Completed Portions of Work

If so ordered in writing by the Engineer, Contractor shall uncover, remove, tear out, or disassemble, in whole or in part, any covered or completed portion of Work to permit its inspection. If that portion of Work is found to be defective or unauthorized, Contractor shall bear all costs of uncovering, removal, tearing out, or disassembly. If such portion of the Work is found to conform with the Agreement Documents, including Agreement Drawings and Specifications, it shall be recovered, replaced, reassembled, or otherwise restored by Contractor to its original condition and, except as stated below, all Work required in connection with the inspection will be considered extra Work. If such portion of Work was covered or completed without the approval of the Engineer, where such approval was required by the Specifications or required in advance by the Engineer, Contractor shall bear all costs involved in the inspection, notwithstanding conformance of such portion of Work with the Agreement Documents including the Agreement Drawings and Specifications.

GC-36.5 Inspection Not a Waiver or Acceptance

Neither the inspection nor lack of inspection of any portion of the Work, nor the presence or absence of the Engineer during performance of any of the Work, nor acceptance of the whole or any part of the Work by the Engineer, nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Agreement Documents or any power herein

reserved to City or any rights to damages herein provided. Should an error in the estimate, or conclusive proofs of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, the City reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error or to make good the defects in the Work and Materials.

GC-36.6 Correction of Non-Compliant Work

If Contractor is found to have Work that fails to meet the intent of the Plans and Specifications or other Agreement Documents, or is in other aspects unsuitable it may be issued a notice of non-compliance on that portion of the Project Work. Contractor shall remedy the defective or incorrect Work within twenty-four (24) hours unless a different schedule is agreed to in writing. This non-compliance status may be issued on temporary installations that fail to protect the Work or site conditions.

GC-37 CITY'S AUTHORITY

The City shall have authority to decide all questions as to interpretation and fulfillment of the requirements and obligations of the Agreement Documents, including, without limitation, all questions as to the prosecution, progress, quality, and acceptability of Work. The City may implement and enforce its decisions by orders, instructions, notices, and other appropriate means.

Any decision, order, instruction, or notice of the City will be confirmed in writing. Such confirmation shall state the specific subject of the decision, order, instruction, or notice and its date, time, place, author and recipient.

Inspectors may be appointed to inspect all Materials used and all Work performed. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the Materials to be used. Inspectors will not be authorized to approve or accept any portion of the completed Work or to issue instructions contrary to the Plans and Specifications or other Agreement Documents. Inspector will have authority to reject defective Material and to suspend Work that is being improperly performed, subject to the final decision of the City. Inspector shall, in no case, act as foreman or perform other duties for Contractor.

GC-38 PROGRESS PAYMENTS

GC-38.1 Progress Estimates

Within the time set forth in the Special Conditions or, if none, then prior to the submittal of the first Payment Application, Contractor shall submit to the Engineer for approval, in the form directed or acceptable to the Engineer, a complete schedule of values of the various portions of the Work, including quantities and unit prices, aggregating the Agreement Price (except in cases and to the extent that accepted unit prices form the basis of payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress

payments during construction and to coordinate with the progress schedule required under the Special Conditions, and shall be supported by such data to substantiate its correctness as the Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to Contractor on items of Work which would be performed first will not be approved. The schedule of values, when approved by the Engineer, shall be used only as a basis for Contractor's monthly request for payment and shall not be used as the basis for computing additions to or deductions from the Agreement Price.

Subject to the provisions of this clause, Contractor shall prepare a written report for the Engineer's approval, on the form approved by the City, of the total amount of value of Work performed under the proposal items of Agreement to the time of such estimate and in accordance with the progress report based on the approved schedule.

No progress estimate or payment shall be considered an approval or acceptance of any Work performed, Material, or Equipment furnished. All estimates and payment will be subject to correction in subsequent estimates and the final estimate.

Progress payments will be made for all completed activities and for suitably stored Materials as herein provided.

GC-38.2 Progress Payments

Upon completion of each monthly estimate of Work performed and Materials furnished, the Engineer, subject to the provisions of the Agreement Documents, shall recommend payment to Contractor for the estimated value of such Work, Materials, and Equipment, less the amount of all prior payments and all liquidated damages and other amounts to be deducted or retained under the Agreement. Contractor will be paid one hundred (100%) percent, less retainage, of the cost of Materials received and properly stored but not incorporated into the Work. Payments for Materials or Equipment stored on the Site shall be conditioned upon submission by Contractor of bills of sale or such other procedures satisfactory to the Engineer to establish the City's title to such Materials or Equipment or otherwise protect the City's interest, including applicable insurance. No progress estimate or payment needs to be made when, in the Engineer's judgment, the increment in the estimated value of Work performed and Materials and Equipment furnished since the preceding estimate is less than Ten Thousand Dollars ($10,000.00). Contractor will be paid on or before the twenty-fifth day following receipt of the approved estimate from the Engineer.

GC-38.3 Retention from Progress Payments

The amounts retained by the City from each progress payment shall be as follows:

(1) Except as noted below, withholding ten percent (10%) of the estimated value of the Work performed until 50 percent of the Contract value, including change orders and other additions to the Contract value provided for by the

Contract Documents, is due and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the City.

(2) At the discretion of the City and with the approval of Contractor, the retainage of each Subcontractor may be released separately as the subcontractor completes his or her work.

(3) Upon receipt of written request from Contractor, the City may, in its unilateral discretion, reduce retainage to Contractor for payment of retainage to Subcontractors who have completed their Work. If such retainage is released, Contractor shall furnish the City with an affidavit certifying that all monies due the Subcontractor have been paid. If the City determines that the released retainage has not been paid to the Subcontractor, the amount released shall be reinstated.

(4) The City may, in its unilateral discretion, elect to reduce Contractor's retainage and that of Subcontractors who have not completed all their work if the City believes it to be in its interest to do so.

(5) If reduced, the City may reinstate ten percent (10%) withholding if it believes it necessary or desirable to do so. Contractor agrees that the City is free to do so.

(6) If, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed, Contractor and Subcontractors shall be entitled to resume withholding retainage accordingly.

GC-38.4 Additional Payment Conditions

GC-38.4.1

The submission and approval of the CPM Schedule and periodic updates thereof, as required by the Schedule requirements of the Special Conditions, shall be an integral part and basic element of the application upon which Progress Payments shall be made. Contractor shall be entitled to Progress Payments only as determined from the currently approved and updated CPM Schedule.

GC-38.4.2

Contractor shall promptly pay each Subcontractor upon receipt of payment from the City, out of the amount paid to Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to Contractor on account of such Subcontractor's Work. Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors in similar manner.

GC-38.4.3

The City may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by Contractor and the action taken thereon by the City on account of Work done by such Subcontractor.

GC-38.4.4

Neither the City nor the Engineer shall have any obligation to pay or to see to the payment of any Subcontractor or Supplier, but may at its sole option, withhold payment from Contractor on account of claims of nonpayment by Subcontractors and Suppliers in accordance with GC-38.5.1.

GC-38.4.5

No certification of Progress Payment (any progress payment), or any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance or approval of any Work not fully in accordance with the Agreement Documents.

GC-38.4.6

Any and all funds paid to Contractor pursuant to the City-Contractor Agreement are hereby declared to constitute trust funds in the hands of Contractor, to be applied first to the payment of claims of Subcontractors, laborers, and Suppliers arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance, before application to any other purpose. Whenever required by the Engineer, it shall be the duty of Contractor to file with the Engineer a verified statement, in form satisfactory to the Engineer, certifying the amounts then due and owing from Contractor for labor and materials, setting forth therein the names of the person whose charges or claims for labor or materials are unpaid, and the undisputed amount due to each respectively. The City, at its option, may also require the Contractor to furnish evidence of payment of Subcontractors and Suppliers in any form satisfactory to the City in addition to the requirements of GC-38.6.

GC-38.4.7

No payments made hereunder by City to Contractor prior to Final Payment shall be deemed conclusive as to the actual value of the Work performed by Contractor or of Contractor's performance of the Agreement.

GC-38.4.8

City reserves the right to issue any Progress Payment and Final Payment by check jointly to Contractor and any Subcontractor or Supplier at City's option.

GC-38.4.9

Should the City fail to issue any Progress Payment within sixty (60) days of approval of an acceptable monthly estimate of Work performed and Materials furnished, annual interest on the payment amount may accrue at the Prime Rate, plus one percent. The Prime Rate shall be based on that published in the *Wall Street Journal* on the first business day of January or June, whichever has most recently passed, of the current year. Nothing stated herein shall invalidate any other conditions of Progress Payment approval.

GC-38.4.10

Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make payment.

GC-38.4.11

This Article 38 shall completely supersede the Georgia Prompt Payment Act as it relates to Owner payments and any modifications or successors to it to the full extent allowed by law.

GC-38.5 Payments Withheld

GC-38.5.1

The City may decline to approve payment and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the City from loss because of:

(1) Defective Work not remedied;
(2) Third party claims filed or reasonable evidence indicating probable filing of such claims;
(3) Failure of Contractor to make payments properly to Subcontractors, or for labor, Materials or Equipment;
(4) Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;
(5) Damage or the reasonable expectation of damage to the City or another contractor;
(6) Reasonable evidence that the Work will not be completed within the Agreement Time;
(7) Failure to carry out the Work in accordance with the Agreement Documents;
(8) Failure of Contractor to fully comply with the Schedule requirements of the Special Conditions;
(9) Failure to comply with insurance and safety requirements;
(10) Failure to keep current "As-Built" Records; or

(11) Failure of Contractor to comply with the requirements of the Agreement Documents in connection with the Payment Application process.

GC-38.5.2

When the grounds in Article GC-38.5.1., above are removed, payment shall be made for amounts withheld because of them.

GC-38.6 Waiver and Preservation of Claims In Periodic Application of Payments

Contractor has been employed by the City to furnish labor, Material, services, and other improvements. Upon receipt of the amounts requested in any monthly Application for Payment, Contractor waives and releases any and all claims it may have against the City or the Engineer through the date of that Payment Application, excepting those rights that Contractor may have in any retained amounts on account of labor or Materials, or both, furnished by Contractor and the unresolved claims, if any, enumerated in the Application for Payment. Contractor expressly warrants by submission of its periodic Application for Payment that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of the Application for Payment, and waivers and releases from all Subcontractors and materialmen have been or will be obtained and delivered to the City in such form as to constitute effective waivers and releases of claims under all applicable laws. Upon receipt of payment of the amounts certified in the Application for Payment, Contractor does thereby waive, release, and relinquish any claims for additional compensation or an extension of time which Contractor has then or may have had arising out of the performance of the work or the furnishing of the labor or materials by Contractor through the date of the Application for Payment. This waiver and release applies to all facts, events, circumstances, changes, constructive or actual delays, acceleration, extra work, disruption, interferences, impacts and the like, which have occurred or may be claimed to have occurred prior to the date of the Application for Payment, excepting only claims which are then currently unresolved for which written notice has previously been provided to the City **and** which Contractor specifically enumerates in its Application for Payment. Failure to so enumerate claims shall be a final waiver and relinquishment of claim, whether or not such claims were previously submitted in accordance with GC-41.

GC-39 SUBSTANTIAL COMPLETION ("Substantial Completion")

GC-39.1 Certificate of Substantial Completion

When Contractor considers that the Work, or a designated portion thereof which is acceptable to the City, is Substantially Complete, Contractor shall prepare for the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Agreement Documents. When the Engineer, on the basis of an inspection, determines that the Work or designated portion thereof is Substantially Complete, they will then prepare a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work, shall state the

responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance and shall fix the time within which Contractor shall complete the items listed therein. The Certificate of Substantial Completion of the Work shall be submitted to the City and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

GC-39.2 Warranty Commencement

Warranties required by the Agreement Documents shall commence on the Date of Final Completion of the Project or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion of the Work or designated portion thereof.

GC-39.3 Intentionally Omitted

GC-40 FINAL PAYMENT ("Final Payment")

GC-40.1 Certificate for Final Payment

Following the Engineer's issuance of the certificate of Substantial Completion of the Work or designated portion thereof, and Contractor's Completion of the Work, Contractor shall forward to the Engineer a Written Notice that the Work is ready for final inspection and acceptance, and shall also forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make the necessary evaluations. When the Engineer finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Engineer will issue a certificate for Payment that will approve the final Payment due Contractor ("Final Payment").

GC-40.2 Final Payment Conditions

Neither the Final Payment nor the retainage shall become due until Contractor submits to the Engineer:

(1) An affidavit that all payrolls, bills for Materials and Equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;

(2) Consent of surety, if any, to Final Payment;

(3) Clear title for all vehicles and/or trailers, if any, to remain as City property;

(4) Complete set of as-built record Drawings;

(5) Documentation for all state sales taxes paid by Contractor including completed State Department of Revenue Refund forms and all necessary back up documentation required by the Department of Revenue;

(6) If required by the Engineer or City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Engineer or City. If any Subcontractor refuses to furnish a release or waiver required by the Engineer or City, Contractor may furnish a bond satisfactory to the City to indemnify the City against any such loss. If any lien or indebtedness remains unsatisfied after all payments are made, Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien or other indebtedness, including, without limitation, all costs, expenses, arbitration fees, reasonable attorneys' fees, expert fees, or consultant fees incurred in connection with same; and

(7) As a condition of Final Payment on the Project, Contractor shall, prior to final payment, complete and submit to the City, all of the invoice documentation and the State of Georgia Revenue Department forms required to obtain the sales tax refund on all applicable equipment expenditures. This submittal shall include the certified forms and auditable back-up necessary to substantiate the expenditures for State refund.

GC-40.3 Intentionally Omitted

GC-40.4 Waiver of Claims by Contractor Upon Final Payment

The acceptance of Final Payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified **and** enumerated by Contractor as unsettled at the time of the application for Final Payment. Failure to so enumerate unsettled claims shall be a final waiver and relinquishment of claim, whether or not such claims were previously submitted in accordance with GC-41.

GC-41 CLAIMS, CHANGES, AND EXTRA WORK

Contractor acknowledges the extreme importance to Owner of identifying and resolving Claims on an "as-you-go" basis in order for Owner to maintain its relationship with all available funding sources, including local taxpayers as well as the state and federal governments. Contractor further acknowledges the extreme prejudice suffered by Owner as a result of any attempted assertion by Contractor of Claims except as specifically permitted herein in the precise manner and within the time limits established herein, which prejudice includes, but is not limited to that resulting from the trouble and expense of having to deal with disputes over claims, if any, that were not made in accordance with the precise manner and within the time established herein.

GC-41.1 Claims and Contractor's Obligation to Proceed in the Face of Disputes

GC-41.1.1

A claim is any demand, contention, or assertion by Contractor seeking additional time or money under the Agreement Documents. Claims by Contractor must be made in writing as specified herein. Claims from Contractor must contain all of the following:

(1) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual, and contractual basis of the claim;

(2) if the claim alleges delay to the work or requests an extension time for excusable delay, the claim must include the precise number of days claimed, all alleged impacts on the work, as well as a detailed critical path as-built schedule analysis illustrating that the delays claimed were on the critical path of the Project, and that no concurrent delays were experienced during the critical path delay;

(3) if the claim alleges improper acceleration of the work pursuant to GC-27.2, the claim must include the precise number of days' time extension Contractor contends it would have been entitled to receive, but for the acceleration, and the precise number of days by which the work has been accelerated. No claims for acceleration for work that is not on the critical path shall be permitted. Claims for acceleration must be accompanied by a detailed CPM analysis. Claims for acceleration shall be limited to the recoverable acceleration expenses referenced in Article GC-27 of this Agreement; and

(4) if the claim is for additional compensation, the claim must include a detailed calculation of the precise amount claimed with all supporting documentation and shall also comply with Atlanta Procurement Code §2-1201 for claims expected to exceed $20,000.00. All claims must reference the specific contract provisions relied upon to support the claim. Claims that are not based upon a contractual provision or remedy shall be void as Contractor agrees that its entitlement is limited to the remedies offered by the terms of this Agreement. All claims must specifically reference, by name, this Article, and the fact that the claim is being submitted under this Article. Any writing or other form of notice, however designated, which fails to specifically reference this Article, by name, shall not be deemed to constitute a valid claim hereunder.

Items (1), (2), (3) and (4) above shall hereinafter be referred to as the "Final Accounting."

Initial written notice of Contractor's intent to assert a claim (the "Initial Notice") must be made in writing within seven (7) days after the occurrence of the event giving rise to the claim or the right to submit a claim is waived. Contractor shall submit all information reasonably available to it that is otherwise required in the Final Accounting at the time of the Initial Notice.

Except for Claim events that continue more than thirty (30) days, within thirty (30) days after the conclusion of the event giving rise to the Claim, Contractor shall provide the Final Accounting. Failure to timely provide the Final Accounting shall constitute a waiver of the Claim even if timely Initial Notice is provided. Any waiver by the City of the notice requirements for the Initial Notice or the Final Accounting for a single claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other claim, event, or occurrence. Each request for time or money by Contractor shall be considered a separate claim. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information or claims shall be permitted. Any attempted reservation of the right to submit or supplement an earlier made claim shall be void.

For events giving rise to a claim that Contractor contends continues for more than thirty (30) days, including any alleged continuing claims or continuing impacts that Contractor contends continue to accrue beyond thirty (30) days, then Contractor shall give the Initial Notice as required herein, stating therein that the event or impact is continuing. Within thirty (30) days of the start of the event (as documented by the Initial Notice), Contractor shall provide all information available to it that is required in the Final Accounting, including without limitation a quantification of any costs incurred to date. Contractor shall supplement the required information, including without limitation any additional damages accrued during the period and any scheduling information required, every thirty (30) days thereafter until the event or impact ceases, culminating in the Final Accounting within thirty (30) days thereafter. Failure to timely provide: (a) the Initial Notice; (b) the information due within thirty (30) days thereafter; (c) timely and complete supplements; or (d) the timely Final Accounting shall be deemed a waiver of any claim for time or money for events occurring after the date Contractor last timely and completely complied with the requirements hereof. Any attempt to reserve the right to supplement at a different time or to accrue costs or impacts beyond thirty (30) days shall be void and shall be deemed a waiver of any further claim relating thereto.

The Final Accounting shall be accompanied by a sworn statement from a representative of Contractor who is the person most knowledgeable of the facts and circumstances surrounding the Claim and personally familiar with such facts and circumstances certifying that (a) the claim is submitted in good faith, (b) the cost data and all backup information submitted are true, accurate, and complete, and (c) that the amount requested accurately reflects the amount for which Contractor and the Affiant believe the City is liable.

GC-41.1.2 Claim Review

Upon receiving a statement of claim, and with the advice and assistance of the Engineer as appropriate, the City may review the statement of claim submitted by Contractor. In

conducting this review, the Engineer or other person designated by the City shall have the right to require Contractor to submit such additional or supporting documents, data and other information as the City and/or the Engineer may require, and the failure to submit such additional documents, data or other information within thirty (30) days following written request shall be deemed a waiver of the claim. Contractor agrees that it will produce any documents requested that would otherwise be produceable in a civil action under O.C.G.A. § 9-11-34. Upon completion of such review, to take place within such time as the City may designate following receipt of the additional documents, data or other information as may have been required by the City and/or the Engineer, the City in consultation with the Engineer may issue a written determination, and if it deems appropriate accept such parts of the claim as are found in good faith to be proper. If Contractor agrees, a Change Order shall be issued to amend the Agreement Price, the time for completion or either of them as may be found proper. If Contractor disputes the determination made by the City, Contractor as a condition precedent to any further action to resolve such dispute must notify the City and the Engineer in writing within ten (10) days following receipt of the decision of the factual basis of such dispute and permit the City fifteen (15) additional days to reconsider and, if it deems it appropriate, issue a modified decision.

GC-41.1.3 No Waiver

Nothing contained in this section shall operate to limit or extinguish any right or defense of the City contained elsewhere in the Agreement Documents or available at law or in equity or constitute a waiver by the City of any right or defense otherwise available. Nothing in this Article GC-41 shall alter Article GC-24 or GC-26 or give Contractor the right to recover additional compensation not authorized by other items of the Contract Documents or precluded thereby.

GC-41.1.4 Absolute Conditions Precedent

The failure of Contractor to file any claim within the time limits prescribed herein or in the form or manner precisely as required hereby shall be deemed a material prejudice to the interests of the City and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.

GC-41.1.5

Claims by the Owner shall not be subject to the requirements of Section 41.1, Claims by the Owner shall be asserted within a reasonable time of discovery of the claim and shall include information necessary for Contractor to reasonably evaluate the claim. The Owner agrees to notify Contractor in writing of its claims within a reasonable time but not later than the close of discovery in any arbitration or litigation conducted hereunder.

GC-41.1.6

Pending final resolution of a Claim, except as otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work and the Owner shall continue to make undisputed payments in accordance with the Agreement Documents. The making of any payment by Owner shall not constitute a waiver of any Claims by the Owner or an acknowledgement by Owner that Contractor is entitled to additional time or money.

GC-41.1.7

Contractor acknowledges the extreme importance to the City of completing the Work as expeditiously as possible and the prejudice the City may suffer if the Work is not completed as scheduled. Contractor further acknowledges the strong likelihood that disputes between the parties will arise and that Contractor will likely be required to perform disputed work which the City contends to be included within Contractor's scope of work, or that if acknowledged as changed or extra work, the likelihood that the City may dispute the amount of Contractor's alleged entitlement. Irrespective of whether it is within the general scope of the Work, Contractor agrees to perform all work, whether disputed or undisputed, that the City directs. No dispute or controversy shall interfere with the progress of construction, and Contractor shall proceed with the work without interruption, deficiency, or delay. Contractor warrants and represents that Contractor and its Surety have sufficient capitalization and resources to complete the Work, including all disputed work whether or not it is within the general scope of the work, and resolve disputes in accordance with the terms of this Agreement. Contractor therefore agrees that any failure or refusal by Contractor to perform disputed work which the City directs Contractor to perform shall be a material and substantial breach of the Agreement for which Contractor and its surety are jointly and severally liable. Contractor acknowledges and agrees that its failure or refusal to perform disputed work will cause the City significant damage and that such damages may include increased costs to have another contractor complete the work at a premium over the costs Contractor would have incurred to perform the disputed work. Contractor acknowledges and agrees that should it refuse to proceed in the face of disputes, it is liable for all additional costs incurred in completing both Contractor's base Agreement scope of work and any changed, extra, or additional work.

GC-41.2 Changes in the Work

GC-41.2.1 General

GC-41.2.1.1

Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Agreement, by Change Order, Field Change, Work Authorization or Change Directive. For purposes of this Agreement, the terms "extra work" or "additional work" shall have the same meaning as "changed work" and be governed by the same Agreement provisions governing changes.

GC-41.2.1.2

Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Field Change, Work Authorization or Change Directive. A change in the Agreement Price or the Agreement Time shall be accomplished only by Change Order or Change Directive, and no other compensation shall be due to Contractor other than that permitted pursuant to a Change Order or a Change Directive. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any change to the Work, whether or not there is, in fact, any unjust enrichment, shall be the basis of any claim for an increase in any amounts due under the Agreement Documents or a change in any time period provided for the Agreement Documents. Any failure to comply with the notice and other claim procedure requirements included herein or any other Agreement requirements shall be a waiver of the right to additional time or money.

GC-41.2.1.3

Any written directive which Contractor believes to constitute a Change hereunder must be accompanied by the notice required under Article GC-41 governing claims. ALL CONTRACTOR CLAIMS FOR CHANGES MUST BE ASSERTED IN ACCORDANCE WITH ARTICLE GC-41 OR THEY ARE WAIVED AND RELEASED.

GC-41.2.2 Change Orders

GC-41.2.2.1 [Intentionally Omitted]

GC-41.2.2.2 [Intentionally Deleted]

GC-41.2.2.3

Methods used in determining adjustments to the Agreement Price for Change Orders shall be limited to those listed, below:

Any Change Order accepted by Owner and Contractor constitutes a full and final settlement and accord and satisfaction of all effects of the change, including but not limited to any and all impact, delay and/or disruption relating thereto upon any and all aspects of the Work or the Agreement Documents, and will compensate Contractor fully. In such case, Contractor expressly waives any and all right to make a Claim or to take any action or proceeding for any other consequences of any Change Order, whether the consequences result directly or

indirectly from the Change Order. In addition, Contractor expressly waives and releases any Claim it may have against the Owner for any adjustment in the Substantial Completion Date or Final Completion Date resulting from, arising out of, or related to the change reflected in any such Change Order, including, but not limited to, any impact that such change may have on the unchanged portion of the Work or the Substantial or Final Completion Date. In addition, Contractor expressly waives and releases any Claim it may have against the Owner for any additional compensation or damages resulting from, arising out of, or related to, the change reflected in any such Change Order, including, but not limited to any Claim for damages due to delay, disruption, hindrance, impact, ripple effect, cumulative impact, interference, cardinal change, abandonment, inefficiencies or extra work arising out of, resulting from, or related to the change reflected in any such Change Order, including, but not limited to, any impact that such change may have on the unchanged portion of the Work or the Substantial or Final Completion Date.

GC-41.2.3 Change Directives

GC-41.2.3.1

The Owner may, by Change Directive, without invalidating the Contract, order Changes in the Work consisting of additions, deletions or other revisions, the Agreement Price and Agreement Time being adjusted accordingly to the extent necessary. Any Claim arising from a Change Directive must be made in accordance with the terms of this Contract.

GC-41.2.3.2

A Change Directive shall be used in the absence of total agreement on the terms of a Change Order, Field Change, or Work Authorization.

GC-41.2.3.3

If the Change Directive warrants an adjustment to the Agreement Price, the adjustment shall be based on one of the following methods:

(1) mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

(2) unit prices stated in the Agreement Documents or subsequently agreed upon;

(3) cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

(4) by Force Account as provided hereafter.

GC-41.2.4 Force Account

When no agreement is reached for Changed Work to be done at Lump Sum or Unit Prices or another mutually agreed manner, such work may be authorized by the City to be done on a Force Account basis. A Force Account estimate that identifies all anticipated costs shall be prepared by Contractor. Work shall not begin until the Force Account is approved. Payment for Force Account work will be in accordance with the following:

GC-41.2.4.1 Labor

For all labor, equipment operators, and supervisors, excluding superintendents, in direct charge of the specific operations, Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, equipment operators, and supervisors are actually engaged in such work.

Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on The Work.

An amount equal to 10% of the sum of the above items will also be paid Contractor. Said 10% shall be deemed to include 3% for Contractor's fee and 7% for Contractor's overhead.

GC-41.2.4.2 Bond, Insurance, and Tax

For bond premiums, property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security taxes on the Force Account work, Contractor shall receive the actual cost, to which cost no percentage will be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.

GC-41.2.4.3 Materials

For materials accepted by the Engineer and used, Contractor shall receive the actual cost of such material incorporated into The Work, including Contractor paid transportation charges (exclusive of machinery rentals as hereinafter set forth), to which cost 10% will be added. Said 10% shall be deemed to include 3% for Contractor's fee and 7% for Contractor's overhead.

GC-41.2.4.4 Equipment

For any machinery or special equipment (other than small tools) including fuel and lubricant, plus transportation costs, the use of which has been authorized by the Engineer, Contractor shall receive the rental rates indicated below for the actual time that such equipment is in operation on the Work or the time, as indicated below, the equipment is directed to stand by.

Equipment rates shall be based on the edition in effect at the time of Contractor's original bid of the *Rental Rate Blue Book for Construction Equipment* or *Rental Rate Blue Book for Older Construction Equipment*, whichever applies, as published by EquipmentWatch using all instructions and adjustments contained therein and as modified below.

Allowable Equipment Rates shall be established as defined below:

- Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment factors x 70%.
- Allowable Hourly Operating Cost = Hourly Operating Cost x 70%.
- Allowable Rate Per Hour = Allowable Hourly Equipment Rate + allowable Hourly Operating Cost.
- Standby Rate = Allowable Hourly Equipment Rate x 35%

NOTE: The monthly rate is the basic machine plus any attachments.

Standby rates shall apply when equipment is not in operation and is directed by the Engineer to standby for later use. In general, Standby rates shall apply when equipment is not in use, but will be needed again to complete The Work and the cost of moving the equipment will exceed the accumulated standby cost. Payment for standby time will not be made on any day the equipment operates for 8 or more hours. For equipment accumulating less than 8 hours operating time on any normal workday, standby payment will be limited to only that number of hours which, when added to the operating time for that day equals 8 hours. Standby payment will not be made on days that are not normally considered workdays.

The City will not approve any rates in excess of the rates as outlined above.

Payable time periods will not include:

- Time elapsed while equipment is broken down;
- Time spent in repairing equipment; or
- Time elapsed after the Engineer has advised Contractor the equipment is no longer needed.

If a piece of equipment is needed which is not included in the above *Blue Book* rental rates, reasonable rates shall be agreed upon in writing before the equipment is used. All equipment charges by persons or firms other than Contractor shall be supported by invoices.

Transportation charges for each piece of equipment to and from the site of the Work will be paid provided:

- The equipment is obtained from the nearest approved source;
- The return charges do not exceed the delivery charges;
- Haul rates do not exceed the established rates of licensed haulers; and
- Such charges are restricted to those units of equipment not already available and not on or near the Project.

No additional compensation will be made for equipment repair.

GC-41.2.4.5 Miscellaneous

No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

GC-41.2.4.6 Compensation

Contractor's representative and the Engineer shall compare records and agree on the cost of work done as ordered on a Force Account basis at the end of each day. Should Contractor fail or refuse to fulfill this daily record keeping function by meeting with the Engineer and agreeing upon the cost of Force Account Work, Contractor agrees that it forfeits and releases any right to payment or right to claim for the Force Account Work for that day.

GC-41.2.4.7 Subcontract Force Account Work

For work performed by an approved Subcontractor or lower-tier Subcontractor, all provisions of this Section that apply to Contractor in respect to labor, materials and equipment shall govern. Contractor shall coordinate the work of its Subcontractor. The prime Contractor will be allowed an amount to cover administrative cost equal to 5% of the Subcontractor's amount earned but not to exceed $5,000.00 per Subcontractor for each Change in Work performed by Force Account. Markup for lower-tier Subcontract work will not be allowed. The 5% shall be for Contractor's overhead in administering the change.

Should it become necessary for Contractor or Subcontractor to hire a firm to perform a specialized type of work or service which Contractor or Subcontractor is not qualified to perform, payment will be made at reasonable invoice cost. To each invoice cost a markup to cover administrative cost

equal to 5% of the total invoice but not to exceed $5,000.00 will be allowed Contractor or Subcontractor but not both. If paid to Contractor, the 5% shall be for Contractor's overhead in administering the change.

GC-41.2.4.8 Statements

No payment will be made for work performed on a Force Account basis until Contractor has furnished the Engineer with duplicate itemized statements of the cost of such Force Account work detailed as follows:

(1) Name, classification, date, daily hours, total hours, rate, and extension for each laborer, equipment operator, and supervisor, excluding superintendents;

(2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment;

(3) Quantities of materials, prices, and extensions;

(4) Transportation of materials; and

(5) Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security tax.

Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not purchased specifically for such work but are taken from Contractor's stock, then, in lieu of the invoices, Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to Contractor.

Payment based on Force Account records shall constitute full payment and settlement of all additional costs and expenses caused by, arising from, or associated with the Work performed, including any time related or impact costs in connection with the Force Account work or any unchanged work impacted thereby.

GC-41.2.5

If any change or Change Directive meets the requirements for excusable delay and a change in the Agreement Time is warranted as a direct result of the change or Change Directive, then the four items of delay damage compensation identified in Article GC-26.2.1 for the unenforceability exception to the recoverability of delay damages under the Agreement may be included as a part of the adjustment in the Agreement Price for the

change or change directive if Contractor has met all other requirements of the Agreement, including the notice and claim procedure requirements. Provided, however, Contractor shall, under no circumstances, be allowed to duplicate any costs included under this Article so as to receive a double recovery. In the event that Contractor is entitled to the four items of delay damage compensation referenced above, there shall be deducted from said entitlement all amounts paid or allowed Contractor for overhead pursuant to the percentage markups included herein.

GC-41.2.6

Upon receipt of a Change Directive, Contractor shall promptly proceed with the Change in the Work involved and advise the Owner of Contractor's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Agreement Price or Agreement Time utilizing the notice and claim procedures set forth herein.

GC-41.2.7

A Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Agreement Price and Agreement Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order, Field Change or Work Authorization, as applicable.

GC-41.2.8

If Contractor does not respond promptly or disagrees with the method for adjustment in the Agreement Price, the method and the adjustment shall be based upon the actual expenditures and savings attributable to the change, as determined in accordance with Article 41.2.4.

GC-41.2.9

The amount of credit to be allowed by Contractor to the Owner for a deletion or change which results in a net decrease in the Agreement Price shall be the actual cost, and that proportion of Contractor's Fee (including both profit and overhead) allocable to such actual cost.

GC-41.2.10

Pending final determination of the total cost of a Change Directive to the Owner, amounts not in dispute for such changes in the Work may be included in Applications for Payment accompanied by a Change Order, Field Change or Work Authorization (as applicable) indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Owner may make an interim determination for purposes of monthly certification for payment for those costs. That interim determination of cost, if made, shall be subject to the right of the Owner to

change or withdraw the same unless and until finalized by Change Order, Field Change or Work Authorization, as applicable.

GC-41.2.11

When Contractor agrees with the determination made by the Owner concerning the adjustments in the Agreement Price and Agreement Time, if any, or Owner and Contractor otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order, Field Change or Work Authorization, as applicable.

GC-41.3 No Oral Changes

It is expressly agreed that, except in an emergency endangering life or property, no modifications, additions or changes to the Work shall be made except upon written order of Contractor, and Contractor shall not be liable to Subcontractor for any extra labor, materials or equipment furnished without such written order. No officer, employee or agent of Contractor is authorized to direct any extra or Changed work by verbal order nor is Subcontractor authorized to proceed with any work upon verbal order.

No eliminations, additions, or alterations shall be made in the Work except upon written order of The City. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the City has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Agreement Documents or an increase in any time period provided for in the Agreement Documents. No action, conduct, omission, prior failure, or course of dealing by the City shall waive, modify, change, or alter the requirement that Change Orders, Field Changes, Work Authorizations and Change Directives must be in writing signed by the City and/or Contractor, and that written Change Orders are the exclusive methods for effecting any change to the Agreement Price or Agreement Time. Contractor understands and agrees that the Agreement Price and Agreement Time cannot be changed by implication, oral contracts, verbal directives, actions, inactions, course of conduct, or constructive change order. Contractor shall be under no obligation to perform pursuant to an oral directive to perform work in addition to the Project scope excepting the case of an emergency threatening personal injury or property damage. Contractor acknowledges and agrees that no one in the City's organization has the authority to order changes without a signed writing.

GC-42 WORK AUTHORIZATIONS

When directed by the City's Representative through a Work Authorization, the Contractor will perform Work that is expressly or generally contemplated under any allowance or contingency items designated by the Agreement Documents, which may include a Change for the addition of Work that does not result in an increase in the overall Agreement Price. Work Authorizations may include Work items that are not necessarily shown in the Agreement Documents, but may be necessary for the successful completion of the Project. The performance of the Work

Authorization items must conform to the standards of the Agreement Documents. The funding for Work Authorizations is an allowance only and not a compensable pay item. The City is solely responsible for the appropriation of the funds. The Contractor shall have no claims to such funds. The City will retain ownership of any such funds not used after the completion of Work. The Work shall be assigned and directed by the City's Representative in written form. Measurement, Payment, Invoicing and Pricing of Adjustments for Work Authorizations will be in accordance with the Agreement Documents.

GC-43 OWNERSHIP AND USE OF DOCUMENTS

All Contract Documents furnished to the Contractor remain the property of the City. The Contract Documents are to be used only with respect to this Project and are not to be used on any other project. All Contract Documents are to be returned to the City upon request at the completion of the Work. The Contractor may maintain a record set of the Contract Documents for its records, but will maintain the confidentiality of the record set,, except as required by law. The Contractor can use the Contract Documents for any purposes required for the Project that will not be considered publication in derogation of the common law copyright or other reserved rights of the holder.

Neither Contractor nor any Subcontractor, Sub-Subcontractor, Supplier, vendor or other person or organization performing or furnishing any of the Work under a direct or indirect contract with City acquires any title to or ownership rights in any of the Contract Documents. The Contractor may not reuse the Contract Documents for extensions of the Project or for any other project without written consent of the City.

GC-44 CHANGED CONDITIONS

Contractor shall notify the Engineer in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed, in any event no later than seven (7) calendar days after their discovery:

(1) Subsurface or latent physical conditions at the site of Work differing materially from those indicated in this Agreement; or

(2) Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Agreement.

The Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing in accordance with the provisions of this Agreement, subject to the provisions regarding Change Orders, Change Directives, notice and claims procedure and excusable delays. If the

Engineer determines that conditions of which he has been notified by Contractor do not justify an adjustment in compensation, he will so advise Contractor in writing. Should Contractor disagree with such determination, it may submit a notice of claim to the Engineer as provided herein and follow the claims procedures of Article GC-41.

In computing any equitable adjustment sought by Contractor, the actual costs incurred by Contractor, computed in accordance with the Force Account provisions for changes shall be the standard for determining Contractor's entitlement. Provided, however, that if the City shows that conditions encountered by Contractor on the Project were more favorable and less costly than what Contractor reasonably should have expected to encounter, the net effect on Contractor from both the favorable and unfavorable conditions shall be considered in determining the amount of any equitable adjustment.

GC-45 INTENTIONALLY OMITTED

GC-46 INTENTIONALLY OMITTED

GC-47 INTENTIONALLY OMITTED

GC-48 INTENTIONALLY OMITTED

GC-49 MEASUREMENT AND PAYMENT

GC-49.1 Measurement

All items of Work to be paid for at Agreement Prices per unit of measurement will be measured or certified by the Engineer.

GC-49.2 Payment at Agreement Prices

The Agreement prices for items of Work shall include full compensation for all costs of items, including the costs for any Work, Materials and Equipment incidental to the items but not specifically shown or described in the Drawings and Specifications, subject only to such express limitations as may be stated in the Specifications defining the items or prescribing payment thereof.

GC-50 HISTORICAL, SCIENTIFIC, AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including, but not limited to, coins, fossils, articles of antiquity, which may be uncovered by Contractor during process of Work, shall become the property of City. Such findings shall be reported immediately to the Engineer who will determine the further operations of Contractor, the method of removal, where necessary, and the final disposition thereof.

GC-51 SEPARATE AGREEMENTS

GC-51.1 Separate Contractors

The City reserves the right to award other Agreements in connection with this Project. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs. If the proper execution of any part of Contractor's Work depends upon the work of another contractor, Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

GC-51.2 Cooperation

The City may perform additional work related to the Project by itself, or it may let other contracts containing provisions similar to these. Contractor shall afford the other contractors who are parties to such contracts and/or the City, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate its work with theirs.

GC-51.3 Review of Separate Contractor's Work

If any part of Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Contractor so to report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the work, except as to defects which may subsequently become apparent in such work by others.

GC-51.4 Notice to Contractor

If the performance of additional work by other contractors of the City is not noted in the Agreement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to Contractor prior to starting any such additional work.

GC-51.5 Damage to Separate Contractor

Should Contractor wrongfully delay, impact, or cause damage to the work or property of any separate contractor, Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against the City or the Engineer on account of any delay or damage alleged to have been caused by Contractor, the City shall notify Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment or award against the City or the Engineer arises therefrom, Contractor shall pay or satisfy it and shall reimburse the City for all costs and expenses, including without limitation, attorneys' fees, expert fees, consultant fees, court costs, and litigation or arbitration fees or expenses that the City has incurred.

GC-51.6 City's Right to Clean Up

If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up or for accomplishing coordination, the City may clean up and carry out such work and charge the cost thereof to Contractors responsible therefor as the Engineer shall determine to be just.

GC-52 OFFICIAL NOT TO BENEFIT

No officer or employee of the City shall be permitted to participate in the performance of this Agreement or receive any benefit or compensation arising out of the performance of such Agreement, and any Agreement entered into by the City in which any officer or employee of the City shall be personally interested shall be void, and no payment shall be made thereon by the City or any officer thereof; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

A bribe or attempt to bribe any representative or officer of City by Contractor shall be considered as a breach of the Agreement in bad faith, and shall thus empower City to complete Work and deduct the entire cost thereof from any monies due or to become due Contractor under the Agreement.

GC-53 GRATUITIES AND KICKBACKS

The Contractor's Contract may be terminated in accordance with the Clause titled "TERMINATION FOR DEFAULT" if, after notice and hearing, the City determines that the Contractor, its agent, or another representative offered or gave a gratuity or kick-back to an officer, official, or employee of the City and intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

The rights and remedies of the City provided in this Clause are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants that: (1) it has not employed nor retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure the contract; and that the Contractor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the contract. After Notice and hearing and upon a finding in contradictions to this Paragraph constituting a breach or violation of the above warranty, the City has the right to terminate the contract or take other appropriate actions.

GC-54 PRECONSTRUCTION CONFERENCE

Within twenty (20) days after delivery of the executed agreement by City to Contractor, but before issuance of Notice to Proceed, a conference will be held to review progress schedules, to review the insurance and safety program, to establish procedures for handling Shop Drawings and other submittals and for processing progress payments, and to establish a Working understanding between the parties as to the Project.

Contractor shall submit to the City for approval, prior to the preconstruction conference, a preliminary schedule of Shop Drawing submittals, and certification of insurance as required by Appendix B.

GC-55 TIME OF COMPLETION AND LIQUIDATED DAMAGES

GC-55.1 Liquidated Damages

It is understood and agreed that the City will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in the CPM Schedule prepared in accordance with the Special Conditions. Accordingly, should Contractor not complete the Work, or any such portion thereof, within the date(s) required by the CPM Schedule initially approved by the Engineer, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work: $0/ day

For Each day of delay in Final Completion of the entire Work: $0/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City after the expiration of the Agreement Date(s) for completion specified in the CPM Schedule for the Work or portions thereof. Contractor and its surety shall be liable for any liquidated damages in excess of the amount due Contractor on the Final Payment.

If the CPM Schedule projects an untimely completion with unexcused delay and the City in good faith believes that retainage will be insufficient to cover the City's damages, Contractor agrees that the City may withhold additional funds to assure the payment of the liquidated damages owed by Contractor.

GC-55.2 No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the City as a result of the failure on the part of Contractor to complete the Work within the Agreement Time and completion date(s) specified in the Agreement Documents. Liquidated damages shall start in accordance with the above schedule upon notification to Contractor in writing that all apparent Agreement Time allowed to achieve the relevant completion date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Contractor or its surety. Any excess amount owing as liquidated damages shall be paid upon demand.

GC-56 RIGHT TO AUDIT

Contractor shall keep and maintain accurate books and records, and supporting data, documentation, correspondence, reports, instructions, Drawings, receipts, vouchers, and memoranda regarding performance of Work hereunder and including specifically, but without limitation, such information as estimates (pre and post Bid), costs incurred, labor and Materials consumed, schedules and progress records and quality control. Such books and records shall be available for inspection, audit, and copying by the City or its authorized representative for any purpose during the Work and for a period of three (3) years after Final Payment.

GC-57 DISPUTES

GC-57.1 Mediation

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement of the breach thereof or otherwise in connection with the Project to which this Agreement pertains, at the City's sole and exclusive option the parties shall, if the City so elects and as an express condition precedent to any party to this Agreement commencing legal action against the other relating to or arising out of the dispute, mediate the dispute utilizing a mutually agreeable mediator. Prior to commencing any legal action against the City, Contractor must either mediate the dispute, at the City's election, or obtain a written waiver from the City of its right to mediate.

GC-57.2 Arbitration at the City's Election

At the Owner's sole election, any Claim arising out of or related to the Agreement shall be subject either to binding arbitration or litigation at the City's option. Prior to arbitration or litigation, the parties shall endeavor to resolve Claims or disputes in accordance with the terms of this Contract.

GC-57.2.1

If Claims are not resolved by negotiation, mediation, or otherwise, and the Owner elects arbitration, the arbitration shall be held in Atlanta, Georgia and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently then in effect or such other similar rules and organization as the Owner may elect. The demand for arbitration shall be in writing and filed with the appropriate organization selected by the Owner and shall be served on the other party to the Contract. The agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

GC-57.2.2

Except at Owner's sole discretion and with its consent, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any other person or entity, including but not limited to the Designer and its employees and consultants, any of Contractor's subcontractors and suppliers, and any other separate contractors or suppliers. The Owner's consent or election to allow consolidation or joinder or shall not constitute consent to arbitration of any claim not subject to arbitration pursuant to this Contract.

GC-57.2.3

Any award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

GC-57.3 Litigation If Arbitration Not Elected

If the Owner does not elect arbitration, any Claims shall be resolved in Fulton County, Georgia Superior Court. Contractor hereby submits to jurisdiction and venue in Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Contractor acknowledges that this Agreement was negotiated, at least in part, in Fulton County, Georgia. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

GC-58 AGREEMENT ADMINISTRATION DOCUMENTS

A substantial number of documents will be required for the administration of the Agreement. Some of these documents are identified in this document and elsewhere in the Agreement Documents (such as the Payment and Performance Bond forms) and others may not be. The Engineer shall have full power and authority to designate and prepare the documents to be used and Contractor and all Subcontractors and Material Suppliers shall utilize the documents so prepared and provided to them by the Engineer and shall follow the instructions of the Engineer with respect thereto in all regards save and excepting only those documents, if any, which Contractor reasonably determines contain terms or requirements contrary to or in addition to and not reasonably inferable from the terms of the Agreement Documents. If Contractor believes that any form or other document provided by the Engineer under the authority of this Section is subject to rejection by Contractor under the terms hereof, it shall notify the Engineer thereof within ten (10) days following its first receipt of the particular document or form giving specific reasons why the document or form is entitled to rejection. Thereafter, the form or document will be withdrawn, amended, or utilized as the Engineer finds in good faith to be appropriate after reviewing the notice provided by Contractor. All agreement administration documents may be revised at any time by the Engineer.

GC-59 MISCELLANEOUS PROVISIONS

GC-59.1 Governing Law

The Agreement shall be governed by the law of the State of Georgia.

GC-59.2 Contingent Assignment

Effective as of any termination of the Agreement, Contractor hereby assigns to City all of Contractor's interest in those subcontracts and purchase orders entered into by Contractor prior to termination if the City specifically requests such an assignment by Written Notice. All Subcontractors and Purchase Orders shall provide that they are freely assignable by Contractor to the City and its assigns. City shall be at liberty to negotiate with and engage (for itself) any Subcontractors, Suppliers, or others that Contractor dealt with prior to termination.

GC-59.3 Rights and Remedies

GC-59.3.1

The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GC-59.3.2

No action or failure to act or to require in any one or more instances upon the strict performance of any one or more of the provisions of the Agreement Documents, or to exercise any right herein contained or provided by law by the City or the Engineer, shall constitute a waiver of any right or duty afforded any of them under the Agreement Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, nor shall it be construed as a waiver of the right to subsequently demand strict performance or exercise such rights, and the rights shall continue unchanged and remain in full force and effect, except as may be specifically agreed in writing.

GC-59.3.3

Contractor agrees that it can be adequately compensated by money damages for any breach of this Agreement which may be committed by the City and hereby agrees that no default, act, or omission of the City, or the Engineer, shall constitute a material breach of the Agreement entitling Contractor to cancel or rescind the provisions of this Agreement or (unless the City shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it may otherwise be or become entitled, save only its right to money damages.

GC-59.4 Unenforceability of any Article

If any Article or term of the Agreement Documents is held as a matter of law to be unenforceable or unconscionable, the remainder of the Agreement shall be enforceable without such clause or term, and only the narrowest possible portion of the clause or term that is allowed by law shall be unenforceable.

GC-59.5 Obligation to Perform

Contractor shall carry on the Work and adhere to the approved current CPM Schedule during and notwithstanding all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

GC-59.6 Labor Relations

Work on the Project may be performed by both union and nonunion separate contractors, Subcontractors, Suppliers, and other entities and persons. In the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute at the Project whether directed at Contractor, other separate contractors, Subcontractors, Suppliers or other persons, Contractor shall continue to perform its Work required hereby without interruption or delay. In the event Contractor fails to continue its Work without interruption or delay, because of any or such events, the City, in addition to all other rights it has in the Agreement Documents and at law,

may terminate the Agreement after giving Contractor forty-eight (48) hours written notice of its intent to do so for reason of Contractor's failure to perform. Additionally, if Contractor is party to one or more labor agreement, Contractor shall take all reasonable action to avoid any Work stoppage, and in the event of a work stoppage, Contractor shall within twenty-four (24) hours take all legal action permitted by such labor agreements or by law in order to expedite resumption of Work on this Project.

GC-59.7 Covenant Not to Sue

Should the City elect to terminate the employment of Contractor for default as provided herein, then Contractor covenants that it will not file any suit or proceeding of any kind against the City by reason thereof until the City shall have either abandoned the Project or completed the Work as defined under the Agreement Documents. If Contractor should breach this "Covenant Not To Sue," then Contractor shall be liable to the City for all costs resulting to the City therefrom, including, without limitation, all attorneys' fees expended by the City in defending said suit or proceeding, unless a positive determination is made therein that Contractor's termination by the City was motivated by fraud and bad faith and was without justification of any kind.

GC-59.8 Publicity and Advertising

The Contractor will not make any announcement, take any photographs, or release any information concerning the Work, this Contract, or the Project to any member of the public, press, business entity, or any official body, unless prior written consent is obtained from the City's Representative. The Contractor may not erect any signs without the written approval of the City's Representative.

GC-60 STATEMENT OF NON-DISCRIMINATION

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, City of Atlanta, as may be hereafter amended.

GC-61 EQUAL BUSINESS OPPORTUNITY (EBO)

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program as may be hereafter amended.

GC-62 WAGE RATES AND REPORTING PROCEDURES

GC-62.1 Certified Payrolls

Contractor shall maintain accurate payroll records and be prepared to submit certified copies for the prime contractor and all subcontractors. Payrolls reporting an employee for the first time must contain the complete name, address, and social security of the employee.

GC-62.2 Submittals

All required payrolls shall be submitted to the Office of Contract Compliance. Any questions concerning these submittals can be addressed:

Office of Contract Compliance
55 Trinity Avenue, Suite 1700
Atlanta, Georgia 30303
(404) 330-6010

GC-62.3 [Intentionally Omitted]

EXHIBIT C

SPECIAL CONDITIONS

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

MOBILIZATION

TREE TRIMMING

AMERICANS WITH DISABILITIES ACT CURB RAMPS

SPECIAL CONDITIONS

SC-1 COMPLETION OF WORK

All work contemplated under this contract must be completed in a timely and orderly fashion. Specifically the placement of asphaltic materials on individual street segments must commence within fourteen (14) days of completion of any milling work required and base/points repair must be complete prior to the placement of the final asphalt course.

SC-2 WORK HOUR RESTRICTIONS

No work will be performed on major thoroughfares during the AM and PM rush hours. Rush hour restrictions are between 6:00am and 9:00am & 4:30pm and 6:30pm. No work will be performed on any streets after 8:00pm.

SC-3 HOLIDAY WORK RESTRICTIONS

The City of Atlanta may institute work restrictions during holidays consistent with work restrictions issued by the Georgia Department of Transportation on state routes within the corporate boundaries of the City of Atlanta. Restrictions may also be issued by the City of Atlanta in observance of the following holidays on off-systems routes:

- New Year's Day - January 1st
- Martin Luther King Jr.'s Birthday - 3rd Monday in January
- Memorial Day Monday – last Monday in May
- Independence Day - July 4th
- Labor Day - 1st Monday in September
- Veterans' Day - November 12th
- Thanksgiving – 4th Thursday in November
- Friday after Thanksgiving
- Christmas - December 25th

MOBILIZATION

Mobilization under this contract shall be considered incidental to the work such that the contractor will absorb the cost across all bid items in this contract.

TREE TRIMMING

Tree trimming or pruning will be required at the direction of the City engineer prior to milling and resurfacing activities to avoid damage to trees in the right of way. The Contractor will be required to obtain the required permits in accordance with the following three (3) directives:

1. The work must be performed by an International Society of Arboriculture (ISA) certified Arborist.
2. Work must be in compliance with the City of Atlanta's Tree Ordinance (Section 158)
3. Pruning practices must follow standards established by American National Standard in their ANSI A300.

Contractor shall possess a professional certification, knowledge of how to comply with Atlanta's tree ordinance, and shall have awareness and adherence to best practices established by arboricultural professionals.

AMERICANS WITH DISABILITIES ACT
REQUIREMENTS TO PROVIDE CURB RAMPS

The Federal Highway Administration's (FHWA) Americans with Disabilities Act (ADA) Section 504 provides certain requirements for construction of ADA Ramps, and the repair/replacement of non-compliant ADA Ramps when certain construction activities are undertaken.

The City of Atlanta will inspect all sidewalks that abut street resurfacing projects and review for compliance existing ADA Ramp and provide for the construction of ADA Ramps were none presently exist. All ADA Ramp construction will comply with the **Americans with Disabilities Act Program/Section 504 of the Rehabilitation Act of 1973.** The attached standards and specifications will be used.

EXHIBIT C-1

TECHNICAL SPECIFICATIONS

Technical Specifications

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TECHNICAL SPECIFICATIONS

- Section 150 Traffic Control
- Section 402 Hot Mix Recycled Asphaltic Concrete
- Section 413 Bituminous Tack Coat
- Section 432 Mill Asphaltic Concrete Pavement
- Section 611 Adjusting to grade Misc. Roadway Structures
- Section 652 Painting Traffic Stripe
- Section 653 Thermoplastic Traffic Stripe
- Section 802 Aggregate for Asphaltic Concrete
- Section 828 Hot Mix Asphaltic Concrete Mixtures
- Section 882 Lime
- Section 883 Mineral Filler

SECTION 150 – TRAFFC CONTROL

01 DESCRIPTION

Work under this section shall consist of traffic control for street resurfacing projects.

02 MATERIALS

Materials for this work shall meet the requirements of Georgia Department of Transportation (GDOT) Standard Specification. Please refer to Special Provisions Section 150 – Traffic Control.

03 CONSTRUCTION

A. Construction of this item shall conform to the technical requirements, including testing, of Section 150 of the Georgia Department of Transportation Standard Specifications.
B. Uniformed Police Officer's shall be provided at all signalized intersections to provide traffic control during resurfacing activities.

04 METHOD OF MEASUREMENT

Traffic control shall be provided on all resurfacing projects.

05 BASIS OF PAYMENT

A. Traffic control shall be included in the unit price for milling and resurfacing. All costs associated with signage, mobilization, demobilization, coordination, and personnel shall be included in these unit prices.

B. Payment will be made under:

Item 402-1802 – Recycled Asphalt Concrete - Per Ton
Item 432-5010 – Milling Asphalt Concrete – Per Cubic Yard

END OF SECTION

SECTION 402 - HOT MIX RECYCLED ASPHALTIC CONCRETE

01 DESCRIPTION

A. Work under this section consists of producing and placing a hot mix recycled asphaltic concrete that incorporates Reclaimed Asphalt Pavement (RAP), virgin aggregate, hydrated lime, and neat asphalt cement.

B. Hot mix recycled asphaltic concrete production and placement, along with all materials, equipment and accepted plant mixtures, except as specifically noted or modified herein, shall be in accordance with Section 400 of the Georgia Department of Transportation (GDOT) Standard Specifications.

02 MATERIALS

Materials to be used in this work shall be in accordance with Section 402.2 of the Georgia Department of Transportation Standard Specifications, and all pertinent sections referenced therein.

03 CONSTRUCTION REQUIREMENTS

A. Construction of this item shall be in accordance with the applicable technical requirements, including testing, of section 402.3 of the Georgia Department of Transportation Standard Specifications.

B. Placement of asphaltic materials shall occur within seven (7) days of completion of the milling operation.

04 EQUIPMENT

Equipment used in this work shall be in accordance with Section 402.3.02 of the Georgia Department of Transportation Standard Specifications. Use of a Material Transfer Vehicle (MTV) will not be required for placement of the12.5mm Superpave mix. If aggregate segregation will be a problem, the use of a MTV may be recommended.

05 METHOD OF MEASUREMENT

Recycled asphaltic concrete paving items, completed and accepted, will be measured by the ton in accordance with Section 402.4 of the Georgia Department of Transportation Standard Specifications.

06 BASIS OF PAYMENT

A. Payment will be made at the contract unit price per ton for each asphaltic concrete paving item listed below. This price shall be full compensation for furnishing and placing all materials, for

all approved additives, for all cleaning and repairing or preparation of surfaces, for all hauling and crushing, mixing, processing, spreading, rolling and compaction, and all other operations, labor, tools and incidentals necessary to complete the item, including stockpiling.

B. Payment will be made under (refer to Exhibit D):

Item 402-3101 - Recycle Asphalt Concrete 9.5 MM Superpave, Type I, Blend 1, Incl Bit Matl & H Lime – per ton

Item 402-3101A - Base Charge plus Surcharge per unit price for weekend and holiday work as directed by engineer. Work shall be approved in writing prior to performing work.

Item 402-3130 - Recycle Asphalt Concrete 12.5 MM Superpave, Gp. 2 only, Incl Bit Matl & H Lime – per ton

Item 402-3130A - Base Charge plus Surcharge per unit price for weekend and holiday work as directed by engineer. Work shall be approved in writing prior to performing work.

END OF SECTION

SECTION 413 – BITUMINOUS TACK COAT

01 DESCRIPTION

Work under this section shall consist of furnishing and applying a bituminous tack coat on a prepared road surface. It also includes cleaning the road surface.

02 MATERIALS

Materials for this work shall meet the requirements of Section 413 Bituminous Tack Coat of the Georgia Department of Transportation Standard Specifications.

03 CONSTRUCTION

Construction of this item shall conform to the technical requirements, including testing, of Section 413 of the Georgia Department of Transportation Standard Specifications.

04 METHOD OF MEASUREMENT

Bituminous materials for Tack Coat applied and accepted, will be measured for payment in accordance with the applicable provisions of Sub-Section 109.02 of the Georgia Department of Transportation Standard Specifications.

05 BASIS OF PAYMENT

a. The accepted quantity of bituminous material will be paid for at the contract unit price per gallon for Bituminous Tack Coat of the type and grade approved by the Engineer, complete in place and accepted. This price shall be payment in full for preparing and cleaning, for furnishing, hauling and applying all material, and for all incidentals necessary to complete the work.

b. Payment will be made under (refer to Form A.1):

Item 413-1000 -	Bituminous Tack Coat - Per Gallon
Item 413-1000A-	Base Charge plus Surcharge per unit price for weekend and holiday work as directed by engineer. Work shall be approved in writing prior to performing work.

END OF SECTION

SECTION 432 – MILL ASPHALTIC CONCRETE PAVEMENT

01 DESCRIPTION

Work under this section consists of milling existing asphaltic concrete pavements for the purpose of providing clearance for overlay in a curb and gutter section or for any other purpose deemed necessary due to existing conditions. The work shall be performed in accordance with Section 432 of the Georgia Department of Transportation (GDOT) Standard Specification and Plan details.

02 EQUIPMENT

Equipment to be used in this work shall be in accordance with Section 432.3.02 of the Georgia Department of Transportation Standard Specifications.

03 CONSTRUCTION

Construction under this section, including stockpiling and surface finishing, shall be in accordance with Section 432.2.01 and 432.3 of the Georgia Department of Transportation Standard Specifications.

04 METHOD OF MEASUREMENT

Milling of asphaltic concrete pavement will be measured by the square yard, in accordance with Section 432.4 as described in subsection 109.01 of the Georgia Department of Transportation Standard Specifications.

05 BASIS OF PAYMENT

A. Payment will be made at the contract unit price per square yard for milling asphaltic concrete pavement. This price will be full compensation for furnishing all equipment, milling, hauling and stockpiling, and for satisfactorily completing the item in all other respects.

B. Payment will be made under Bid Form (Exhibit D):

Item 432-5010 -	Mill Asphaltic Concrete Pavement, Variable Depth – per sq. yd.
Item 432-5010A -	Base Charge plus Surcharge per unit price for weekend and holiday work as directed by engineer. Work shall be approved in writing prior to performing work.

END OF SECTION

SECTION 611- RELAYING, RECONSTRUCTING OR ADJUSTING TO GRADE OF MISCELLANEOUS ROADWAY STRUCTURES

01 DESCRIPTION

This work shall consist of relaying, reconstructing, resetting, adjusting to grade, capping minor structures, resetting guardrail, or adjusting other miscellaneous roadway structures as shown on the plans or directed by the Engineer.

02 MATERIALS

Materials used in this work shall be as described in Section 611.2 of the Georgia Department of Transportation (GDOT) Standard Specifications.

03 CONSTRUCTION

Construction of the various items under this section shall be in accordance with the requirements of Section 611.3 of the Georgia Department of Transportation Standard Specifications, and all referenced sections therein.

04 METHOD OF MEASUREMENT

Work under this section will be measured in accordance with Section 611.4 of the Georgia Department of Transportation Standard Specifications.

05 BASIS OF PAYMENT

A. Payment for work under this item will be made at the contract unit price per each as set forth below. The price bid for each item shall be full compensation for relaying, resetting, reconstructing, or adjusting to grade the structures as specified in Section 611 of the Georgia Department of Transportation Standard Specifications. Excavation and backfill necessary for capping is considered incidental to the item and is not paid for separately. Tapping a new pipeline into an existing structure is not considered reconstruction of the existing structure.

B. Payment will be made under (refer to Exhibit D):

Item 611-8000 – Adjust Catch Basin to Grade - each

Item 611-8140 - Adjust Water Valve Box to Grade – each

Item 611-8050 – Adjust Manhole to Grade – each

Item 611-8040 - Adjust Drop Inlet To Grade – each

END OF SECTION

Section 652—Painting Traffic Stripe

652.1 General Description

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

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

652.1.01 Definitions

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

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

652.1.02 Related References

A. **Standard Specifications** (see http://www.dot.ga.gov/doingbusiness/theSource/Pages/specifications.aspx)

Section 656—Removal of Pavement Markings

Section 870—Paint

B. **Referenced Documents** (see http://www/dot.ga.gov/doingbusiness/Materials/Pages/default.aspx)

Qualified Products List (QPL) 46

American Association of State Highway and Transportation Officials (AASHTO) M 247

652.1.03 Submittals

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

652.2 Materials

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

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

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

- Maximum quantity of angular particles is less than one percent (1%) by weight;

- Maximum quantity of particles with milkiness, scoring, or scratching is less than two percent (2%)by weight Glass beads do not impart any noticeable hue to the paint film; and
- Glass beads conforming to the following alternate gradation may be used provided that all other requirements of AASHTO (The American Association of State Highway and Transportation Officials) M 247 and this Specification are met.

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

652.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

652.3 Construction Requirements

652.3.01 Personnel

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

652.3.02 Equipment

A. Traveling Traffic Stripe Painter

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

Use a paint machine equipped with the following:

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

4. Small, portable applicators or other special equipment as needed.

B. Hand Painting Equipment

Use brushes, templates, and guides when hand painting.

C. Cleaning Equipment

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

652.3.03 Preparation

Locate approved paint manufacturers on QPL 46.

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

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

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

652.3.04 Fabrication

General Provisions 101 through 150- State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

652.3.05 Construction

A. Alignment

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

B. Application

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

1. Application Rate

All work will be subject to application rate checks for both paint and beads. Apply 5 in (125 mm) wide traffic stripe at the following minimum rates:

a. Solid Traffic Stripe Paint: At least 25 gal/mile (58.8 L/km); and

b. Skip Traffic Stripe Paint: At least 6.3 gal/mile (14.8 L/km)

NOTE: Change minimum rate proportionately for varying stripe widths.

2. Thickness

   Maintain a 15 mils (0.38 mm) minimum wet film thickness for all painted areas.

3. Do not apply paint to areas of pavement when:

   - The surface is moist or covered with foreign matter;
   - Air temperature in the shade is below 40 °F (5 °C);
   - Wind causes dust to land on prepared areas or blows paint and beads around during application.

4. Apply a layer of glass beads immediately after laying the paint. Apply beads at a minimum rate of 6 lbs. to each gallon (700 grams to each liter) of paint.

C. Protective Measures

Protect newly applied paint as follows:

1. Traffic

   Control and protect traffic with warning and directional signs during painting. Set up warning signs before beginning each operation and place signs well ahead of the painting equipment. When necessary, use a pilot car to protect both the traffic and the painting operation.

2. Fresh Paint

   Protect the freshly painted stripe using cones or drums. Repair stripe damage or pavement smudges caused by traffic according to Subsection 652.3.06.

D. Appearance and Tolerance of Variance

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

1. Width

   Do not lay stripe less than the specified width. Do not lay stripe more than 1/2 in (13 mm) over the specified width.

2. Length

   Ensure that the 10 ft. (3 m) painted skip stripe and the 30 ft. (10 m) gap between painted segments vary no more than ± 1 ft. (300 mm) each.

3. Alignment

   a. Ensure that the stripe does not deviate from the intended alignment by more than 1 in (25m) on tangents or curves of 1 degree or less.

   b. Ensure that the stripe does not deviate by more than 2 in (50 mm) on curves exceeding 1 degree.

652.3.06 Quality Acceptance

Ensure that stripes and segments of stripes are clean-cut and uniform. Markings that do not appear uniform or satisfactory, either during the day or night, or do not meet Specifications, will be corrected at

the Contractor's expense. Work will be subject to application rate checks for both paint and beads.

- The following will be accepted:
- Sections of painted stripe, words, and symbols that have dried so that paint will not be picked up or marred by vehicle tires

  Sections placed according to the Plans and Specifications

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

A. Correction of Alignment

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

1. Remove the affected portion of stripe, plus an additional 25 ft. (8 m) in each direction.
2. Paint a new stripe according to these Specifications. Remove the stripe according to Section 656.

B. Removal of Excess Paint

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

Refer to the applicable portions of Section 656.

652.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

652.4 Measurement

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

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

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

A. Solid Traffic Stripe

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

B. Skip Traffic Stripe

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

C. Pavement Markings

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

652.4.01 Limits

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

652.5 Payment

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

Cleaning and preparing surfaces;

Furnishing materials, including paints, beads, and thinners;

- Applying, curing, and protecting paints

- Protecting traffic, including providing and placing necessary warning signs Furnishing tools, machines, and other equipment necessary to complete the Item Payment will be made under:

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

Paint will only be used for the temporary first coat of striping. Thermoplastic will be used for all permanent striping as directed by the engineer.

SECTION 653 - THERMOPLASTIC TRAFFIC STRIPE

01 DESCRIPTION

A. Work under this section shall consist of furnishing and applying thermoplastic reflectorized pavement marking compound that is extruded or sprayed on the pavement by mechanical means and which, upon cooling to pavement temperature, produces a reflectorized pavement marking in accordance with plan details and locations, and is in accordance with provisions of the "Manual of Uniform Traffic Control Devices" and Section 653 of the Georgia Department of Transportation Standard Specifications.

B. It is the intent of this specification that the short lines, which are defined to be crosswalks, stop bars, arrows, symbols, and crosshatching, shall be extruded. All other lines, unless otherwise specified, shall be sprayed.

02 MATERIALS

Materials used for construction of the items in this section shall meet the requirements of Section 653.2 of the Georgia Department of Transportation Standard Specifications.

03 CONSTRUCTION

Work under this section shall meet the applicable technical requirements, including testing, acceptance and certification, of Section 653.3 of the Georgia Department of Transportation Standard Specifications.

04 METHOD OF MEASUREMENT

Thermoplastic traffic striping, complete, in place and accepted, will be measured for payment in accordance with the applicable provisions of Section 653.4 of the Georgia Department of Transportation Standard Specifications. Solid traffic striping will be measured by the linear foot, skip traffic striping by the gross linear foot, chevron and gore striping by the square yard, and words and symbols will be counted per each.

05 BASIS OF PAYMENT

A. Payment will be made at the contract unit price for the various thermoplastic striping items listed below. This price shall be full compensation for cleaning and preparing surfaces, furnishing, applying and curing materials, protection of traffic, including providing and maintaining warning signs, and for furnishing all tools, equipment, labor and incidentals necessary to complete the item.

B. Payment will be made under:

Item 653-0120	Thermoplastic Pavement Marking, Arrow, TP-2 - each
Item 653-0150 –	Thermoplastic Pavement Marking, Arrow, TP-5 - each
Item 653-0170 –	Thermoplastic Pavement Marking, Arrow, TP-7 - each
Item 653-0210 –	Thermoplastic Pavement Marking, Word, TP-1 - each
Item 653-1501 –	Thermoplastic Solid Traffic Stripe, 5 In., white - per linear foot
Item 653-1502 –	Thermoplastic Solid Traffic Stripe, 5 In., yellow- per linear foot
Item 653-1704 –	Thermoplastic Solid Traffic Stripe, 24 In., white - per linear foot
Item 653-1804 –	Thermoplastic Solid Traffic Stripe, 8 In., white- per linear foot
Item 653-1906 -	Thermoplastic Solid Traffic Stripe, 6 In., white – per linear foot
Item 653-3501 –	Thermoplastic Skip Traffic Stripe, 5 In., white - per gross linear foot
Item 653-6004 –	Thermoplastic Traffic Striping, White - per sq. yd.
Item 653-6006 –	Thermoplastic Traffic Striping, Yellow - per sq. yd.

END OF SECTION

Section 802—Aggregates for Asphaltic Concrete

802.1 General Description

This section includes the requirements for fine and coarse aggregates used in asphaltic concrete.

802.1.01 Definitions

Fine Aggregate: All aggregate passing a No. 8 (2.36 mm) sieve.

Coarse Aggregate: All aggregate retained on a No. 8 (2.36 mm) sieve.

802.1.02 Related References

A. **Standard Specifications**

Section 800—Coarse Aggregate

Section 828—Hot Mix Asphaltic Concrete Mixtures

B. **Referenced Documents**

AASHTO T 27 AASHTO T 96

ASTM C 295

GDT 63

GDT 76

802.2 Materials

802.2.01 Fine Aggregate for Asphaltic Concrete

A. Requirements

Use the appropriate type, group, class, and grade of fine aggregate.

1. Types

   Use fine aggregate made of sharp, strong, angular material meeting the required performance characteristics when combined into a mixture.

   a. Ensure that the aggregate meets the following requirements:

   - Does not contain any deleterious substances.
   - Natural sand is free of organic matter, roots, or twigs.
   - Aggregate is manufactured from Class A or B crushed stone, gravel, slag, or synthetic aggregate that meets the requirements of Section 800.
   - A combination of natural and manufactured sands meets the requirements in Subsection 802.2.01.A.3 and Subsection 802.2.01.A.4 after being combined.

b. Do not use crushed alluvial gravel as virgin aggregate in any mixture.

2. Groups

Fine aggregate groups include:

a. Group I—Limestone, dolomite, marble, or combination thereof.

b. Group II—Gravel, slag, granitic and gneissic rocks, quartzite, natural sand, or a combination thereof.

3. Sand Equivalent

Use these sand equivalent values:

Material	Sand Equivalent Value
Group I	At least 28
Group II	At least 40
Natural sand	At least 25
Blended sand*	Natural sand at least 20; combined blend at least 25
*Blended natural sands or natural sand blended with stone screenings that meet the Group I or Group II sand equivalent limits.	

4. Mica

a. Use fine aggregate with no more than 35 percent free mica in asphaltic concrete surface mixes.

b. When approved by the Engineer, use fine aggregate with more than thirty-five (35) percent mica if blended with natural sand or sand manufactured from Group II aggregates. Ensure the blend has no more than thirty-five (35) percent free mica and meets all other requirements of this Section, Section 800 and Section 828.

5. Aggregate for Stone Matrix Asphalt

Manufactured screenings will be considered as fine aggregate and shall contain no more than 20 percent by weight coarser than a No. 4 (4.75 mm) sieve.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

C. Acceptance

Test the fine aggregate as follows:

Test	Method
Aggregate gradation	AASHTO T 27
Sand equivalent	GDT 63
Mica content	GDT 76 or ASTM C 295

D. Materials Warranty

General Provisions 101 through 150- State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

802.2.02 Coarse Aggregate for Asphaltic Concrete

A. Requirements

1. Types

Ensure coarse aggregate meets the following requirements:

- Class A or B crushed stone, gravel, slag, or synthetic aggregate as in Subsection 800.2.
- Have uniform quality throughout without any deleterious substances.
- Meet the required performance characteristics when combined into a mixture.

NOTE: Do not use alluvial gravel as virgin aggregate.

2. Groups

Coarse aggregate shall be one of either group below as specified in the composition Table in Subsection 828.2.A.2:

- Group I—Limestone, dolomite, marble, or combination thereof.
- Group II—Gravel, slag, granite and gneissic rocks, quartzite, or combination thereof.

3. Aggregate for Stone Matrix Asphalt

Use coarse aggregate that meets requirements of this Section and Section 800 except as follows:

- Use Class A aggregate only with percent wear of each individual size not to exceed forty-five percent (45%) based on the B grading of AASHTO T 96
- Use aggregate which contains no more than twenty percent (20%) flat and elongated pieces (length greater than three (3) times the average thickness) for that portion of the blend of all aggregate retained on the No. 4 (4.75 mm) sieve.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

C. Acceptance Test as follows:

Test	Method
Coarse	Subsection 800.2.01.C

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

END OF SECTION

Section 828—Hot Mix Asphaltic Concrete Mixtures

828.1 General Description

This specification includes the requirements for hot mix asphaltic concrete mixtures, including:

- Open-graded surface mixtures;
- Stone Matrix Asphalt mixtures;
- Superpave asphaltic concrete mixtures; and
- Fine-graded mixtures.

828.1.01 Definitions

Nominal Maximum Sieve Size: One (1) standard sieve size larger than the first sieve to retain more than ten percent (10%).

828.1.02 Related References

A. Standard Specifications

Section 800–Coarse Aggregate

Section 802–Aggregates for Asphaltic Concrete

Section 820–Asphalt Cement Section 831–Admixtures

B. Referenced Documents

AASHTO TP 4

AASHTO PP 2

AASHTO TP 8-94

AASHTO T 112

AASHTO T 209

AASHTO T 305

Georgia Department of Transportation Standard Operating Procedure (SOP) 2 SP–Control of Superpave Bituminous – see Mixture Designs at *www.dot.ga.gov/doingbusiness/TheSource/sop/sop02.pdf.*

GDT 4

GDT 56

GDT 66

GDT 115

GDT 125

QPL 26

QPL 41

828.2 Materials

A. Requirements

All mixtures are designated based on the Nominal Maximum Sieve Size. Determine the amount finer than No. 200 (75 μm) by washing (See GDT 4) or by the correlation procedure described in GDT 125.

Use hot mix asphaltic concrete mixtures that meet the following requirements:

1. Ensure the materials used to prepare the mixtures are approved by the Engineer before incorporating into the Work.
2. Use aggregate groups and blends that meet the following pay item designations, as indicated in the Proposal and Plans.

Pay Item Designation	Allowable Aggregate Groups
Group I or II	100% of Group I, Group II, or Blend I.
Group II only	Only 100% Group II.
Blend I	Either 100% Group II material or a blend of Group I and Group II. Do not use Group I material for more than 60% by weight of the total aggregates, nor more than 50% by weight of the coarse aggregate portion.

3. Use Group I, Group II, or a blend of both aggregate groups, for patching or leveling. Mixes are listed in Subsection 828.2.03 and Subsection 828.2.04.
4. Design mixes using the Superpave System for Volumetric Design (AASHTO TP 4 and AASHTO PP 2) unless stated otherwise. Designs shall be performed by qualified and approved laboratories and technicians as specified in SOP-2 SP - Control of Superpave Bituminous Mixture Designs.
5. Ensure individual test results meet Mixture Control Tolerances
6. Include hydrated lime in all paving courses except where noted. For a list of hydrated lime sources, see QPL 41.
   a. Add lime to virgin aggregate mixtures at a minimum rate of one percent (1%) of the total dry aggregate weight.
   b. Add lime to recycled mixtures at a minimum rate of one percent (1%) of the virgin aggregate portion, plus a minimum of 0.5 percent of the aggregate in the reclaimed asphalt pavement (RAP) portion.
   c. Add more lime and an approved heat-stable, anti-stripping additive that meets the requirements of Subsection 831.2.04, "Heat Stable Anti-Stripping Additive," if necessary, to meet requirements for mixture properties. However, the Department will not pay for the additional required materials. For a list of Heat Stable Anti-Stripping Additive sources, please see QPL 26.
   d. On PR, LARP, airport, bridge replacement, and parking lot projects designated at Mix Design Level A, asphalt cement may include an approved, heat-stable, anti-stripping additive that

meets the requirements of Subsection 831.2.04, "Heat Stable Anti-Stripping Additive" instead of hydrated lime, unless specified in the Pay Item.

1) Add at a minimum rate of 0.5 percent of the AC portion.

2) Ensure the additive treated mix meets the minimum tensile splitting ratio:

Tensile Splitting Ratio	Type of Asphaltic Concrete
0.4	4.75 mm mix
0.6	All other mixes

7. Use performance grade PG 67-22 asphalt cement in all mixtures except as follows:

   a. For RAP mixtures, the Engineer will determine the performance grade to be used.

   b. On PR, LARP, airport, bridge replacement, and parking lot projects, PG 64-22 may be substituted for PG 67-22.

   c. Use only performance grade PG 76-22 for all mixtures that specify polymer-modified asphalt in the pay item designation.

8. Use of local sand is restricted as follows:

   a. No more than twent percent (20%), based on total aggregate weight, may be used in mixtures for shoulder construction and on projects designed at Mix Design Level A.

   b. For mixtures placed on the mainline traveled way of projects designed at Mix Design Level B, C, or D (except interstate projects), local sand may be used only in the twenty-five (25) mm Superpave and shall not exceed twenty percent (20%) based on total aggregate weight.

   c. Do not use local sand in any mixture placed on the traveled way of Interstate mainline or ramps. No more than twenty percent (20%) local sand, based on total aggregate weight, may be used in mixtures for shoulder construction.

   d. Do not use local sand that contains more than seven percent (7%) clay.

   e. Do not use local sand that contains any clay lumps as determined by AASHTO T 112.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

C. Acceptance

Ensure the mix design has been reviewed and approved by the Department prior to beginning production.

1. Rutting Susceptibility Testing

   a. Fabricate three (3) beams or six (6) cylindrical specimens from each asphalt mix for the test using GDT 115.

   b. Design mixtures which meet the following criteria for rutting where tested using GDT 115:

   c. Mix Design Level A – 0.3 in (7 mm) maximum

   - Mix Design Level B – 0.25 in (6 mm) maximum

- Mix Design Level C & D – 0.2 in. (5 mm) maximum

Mixtures designed prior to July 1, 2001 which do not exceed 0.2 in (5 mm) rutting when tested at 120 °F (49 °C) using GDT 115 may be acceptable.

Tests will not be required for mixtures designed exclusively for trench widening nor for the 4.75 mm mix, nor for open-graded surface mixtures.

2. Fatigue Testing

The Department may perform the test according to AASHTO TP 8-94 or other Department approved procedure.

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

828.2.01 Open-Graded Surface Mixture

A. Requirements

1. Use the information in the following table for job mix formulas and design limits:

Mixture Control Tolerance	Asphaltic Concrete	9.5 mm OGFC	12.5 mm OGFC	12.5 mm PEM
	Grading Requirements	**Percent Passing**		
±0.0	3/4 in (19 mm) sieve		100	100
±6.1	1/2 in (12.5 mm) sieve	100*	85-100	80-100
±5.6	3/8 in (9.5 mm) sieve	85-100	55-75	35-60
±5.7	No. 4 (4.75 mm) sieve	20-40	15-25	10-25
±4.6	No. 8 (2.36 mm) sieve	5-10	5-10	5-10
±2.0	No. 200 (75 μm) sieve	2-4	2-4	1-4
	Design Requirements			
±0.4	Range for % AC	6.0-7.25	5.75-7.25	5.5-7.0
	Class of stone (Section 800)	"A" only	"A" only	"A" only
	Coating retention (GDT-56)	95	95	95
	Drain-down, AASHTO T 305 (%)	<0.3	<0.3	<0.3

* Mixture control tolerance not applicable to this sieve for this mix.

2. Use only PG 76-22 (specified in Section 820) in the 12.5 mm OGFC and 12.5 mm PEM mixtures.

3. Use a stabilizing fiber, which meets the requirements of Section 819 in 12.5 mm OGFC and 12.5 mm PEM mixtures. The dosage rate will be as recommended by the Engineer and shall be sufficient to prevent excessive drain-down.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

C. Acceptance

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

828.2.02 Stone Matrix Asphalt Mixtures

A. Requirements

Use the information in the following table for the job mix formula and design limits.

Mixture Control Tolerance	Asphaltic Concrete	9.5 mm SMA	12.5 mm SMA	19 mm SMA
	Grading Requirements	**Percent Passing**		
0.0	1- in (25 mm) sieve			100
7.0	3/4 in (19 mm) sieve		100*	90-100
6.1	1/2 in (12.5 mm) sieve	100*	85-100	44-70
5.6	3/8 in (9.5 mm) sieve	70-100	50-75	25-60
5.7	No. 4 (4.75 mm) sieve	28-50	20-28	20-28
4.6	No. 8 (2.36) mm sieve	15-30	16-24	15-22
3.8	No. 50 (300 μm) sieve	10-17	10-20	10-20
2.0	No. 200 (75 μm) sieve	8-13	8-12	8-12
	Design Requirements			
0.4	Range for % AC	6.0-7.5	5.8-7.5	5.5-7.5
	Design optimum air voids (%)	3.5	3.5	3.5
	% aggregate voids filled with AC (VFA)	70-90	70-90	70-90
	Tensile splitting ratio after freeze-thaw cycle GDT-66	80%	80%	80%
	Drain-down AASHTO T 305 (%)	<0.3	<0.3	<0.3

* Mixture control tolerance not applicable to this sieve for this mix.

1. Compact SMA mixtures at fifty (50) gyrations with the Superpave Gyratory compactor or fifty (50) blows with the Marshall compactor.
2. A Tensile splitting ratio of no less than seventy percent (70%) may be acceptable so long as all individual test values exceed 100 psi (690 kPa).

3. Stone Matrix Asphalt mixtures shall contain asphalt cement, mineral filler, and fiber stabilizing additives which meet the following requirements:

   a. Use asphalt cement that meets requirements of PG 76-22 of Section 820.

   b. Use mineral filler that meets requirements of Section 883 and has been approved by the Engineer. Local sand shall not be used in lieu of mineral filler.

   c. Treat these mixes with a fiber-stabilizing additive, which meets the requirements of Section 819. The dosage rate will be as recommended by the Engineer and shall be sufficient to prevent excessive drain-down.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

C. Acceptance

See Subsection 828.2.C.

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

828.2.03 Superpave Asphaltic Concrete Mixtures

A. Requirements

Use the information in the following table for job mix formula and design limits:

Mixture Control Tolerance	Asphaltic Concrete	9.5 mm Superpave Level A	9.5 mm Superpave Level B,C,D	12.5 mm Superpave	19 mm Superpave	25 mm Superpave
	Grading Requirements	Percent Passing				
	1-1/2 in (37.5 mm) sieve					100
8.0	1- in (25.0 mm) sieve				100*	90-100
8.0	3/4 in (19.0 mm) sieve			100*	90-100	55-89
6.0**	1/2 in (12.5 mm) sieve	100*	100*	90-100	60-89	50-70
5.6	3/8 in (9.5 mm) sieve	90-100	90-100	70-85	55-75	
5.6	No. 4 (4.75 mm) sieve	65-85	55-75			
4.6	No. 8 (2.36 mm) sieve	53-58	42-47	34-39	29-34	25-30
2.0	No. 200 (75 μm) sieve	4.0-7.0	4.0-7.0	3.5-7.0	3.5-6.0	3.0-6.0

* Mixture control tolerance not applicable to this sieve for this mix.
**Mixture control tolerance shall be 8.0% for this sieve for nineteen (19) mm Superpave.

Superpave mixtures shall also meet the following requirements:

1. The Mixture Control Tolerance for asphalt cement shall be 0.4%.

2. Volumetric Criteria

Design Parameter	Design Criteria
a. Percent of Maximum Specific Gravity (%Gmm) at the design number of gyrations, (N_d) (See Note 1)	96%
b. % Gmm at the initial number of gyrations, (N_i)	Level A <91.5% Level B <90.5% Level C & D <89%
c. Percent voids in mineral aggregate (VMA) at N_d	See Table 828.2.03.A.3
d. Percent voids filled with asphalt (VFA) at N_d	See Table 828.2.03.A.4
e. Fines to effective asphalt binder ratio (F/P_{be})	
1) Asphaltic concrete 9.5 mm Superpave (Level A)	0.6-1.2
2) All Superpave mixtures excluded in Item 1	0.8-1.6
f. Tensile strength (GDT 66)	
1) Ratio (See Note 2)	80% min.
2) Stress	60 psi (414 kPa) min.
g. Retention of Coating (GDT 56)	95% min.

Note 1: Maximum specific gravity $_{(Gmm)}$ determined in accordance with AASHTO T 209.
Note 2: A tensile splitting ratio of no less than 70% may be acceptable so long as all individual test values exceed one hundred (100) psi (690 kPa).

3. VMA Criteria

Nominal Maximum Sieve Size	Minimum % VMA*
1 in (25 mm)	12
3/4 in (19 mm)	13
1/2 in (12.5 mm)	14
3/8 in (9.5)	15

* VMA is to be determined based on effective specific gravity of the aggregate (G_{se}).

4. VFA Criteria

MIX DESIGN LEVEL	RANGE % VFA	
	Minimum	Maximum
A	67	80
B	65	78
C	65	76
D	65	75

5. Superpave Gyratory Compaction Criteria

MIX DESIGN LEVEL	NUMBER OF GYRATIONS	
	N_i	N_d
A	6	50
B	7	75
C	8	100
D	9	125

Use mix Design Level A for all Superpave mixes used as shoulder surface mixture, trench widening, temporary detour, or sub-base mixture under Portland cement concrete pavement unless specified otherwise in the plans.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

C. Acceptance

See Subsection 828.2.C.

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

828.2.04 Fine Graded Mixtures

A. Requirements

Use the following table for the job mix formula and design limits:

ASPHALTIC CONCRETE - 4.75 mm Mix		
MIXTURE TOLERANCE	**GRADING REQUIREMENTS**	**% Passing**
0.0	1/2 in (12.5 mm) sieve	100*
5.6	3/8 in (9.5 mm) sieve	90-100
5.7	No. 4 (4.75 mm) sieve	75-95
4.6	No. 8 (2.36 mm) sieve	60-65
3.8	No. 50 (300 m) sieve	20-50
2.0	No. 200 (75 m) sieve	4-12
	DESIGN REQUIREMENTS	
0.4	Range for % AC	6.00-7.50
	Design optimum air voids (%)	4-7
	% Aggregate voids filled with AC	50-80

	Tensile splitting ratio after freeze-thaw cycle (GDT 66)	80% minimum

* Mixture control tolerance not applicable to this sieve for this mix.

Design this mixture at Superpave Mix Design Level A.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

C. Acceptance

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

END OF SECTION

882.1 General Description

This Section includes the requirements for agricultural lime; lime for soil stabilization; and lime for asphaltic concrete.

882.1.01 Related References

A. Standard Specifications

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

B. Referenced Documents

AASHTO M 303

ASTM C 25

ASTM C 110

ASTM C 977

"Official Methods of Analysis," Association of Official Agricultural Chemists

QPL 41

882.2 Materials

882.2.01 Agricultural Lime

A. Requirements

Use agricultural lime made of ground dolomitic limestone with the following properties:

Requirements	Percent by Weight
Total carbonates, min.	85
Elemental magnesium derived from magnesium carbonate,	6
Passing No. 10 (2.00 mm) sieve, min	90
Passing No. 100 (150 μm) sieve, min	25

B. Fabrication

General Provisions 101 through 150 – reference noted above.

C. Acceptance

Test agricultural lime according to the "Official Methods of Analysis" of the Association of Official Agricultural Chemists.

D. Materials Warranty

General Provisions 101 through 150 – reference noted above.

882.2.02 Lime for Soil Stabilization

A. Requirements

Use either a commercial dry hydrated lime or a commercial granular or pelletized quicklime for soil stabilization.

1. Hydrated Lime: Use hydrated lime that meets the requirements of ASTM C 977, except that at least eighty-five percent (85%) by weight of the lime shall pass the No. 200 (75 μm) sieve.
2. Quicklime: Use quicklime that meets the requirements of ASTM C 977, except that the lime shall contain at least 94 percent total calcium oxide and magnesium oxide (CaO + MgO), and at least ninety percent (90%) total available calcium oxide (CaO).
   a. Ensure the quicklime meets one of the following grade requirements (by weight):

Grade A	Grade B
100% passes the 3/8 in (9.5 mm) sieve	100% passes the No. 10 (2.00 mm) sieve
0% passes the 1/4 in (6.3 mm)	

   b. Furnish certified test reports with each shipment of lime attesting that the lime meets the requirements of the Specification. However, the Engineer may inspect, test, and reject the material at any time.
   c. You may use lime from more than one source or more than one (1) type on the same Project, but do not mix the limes.
   d. Protect the lime from exposure until used. Ensure that the lime is dry enough to flow freely when handled.

B. Fabrication

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

C. Acceptance

Test the hydrated and quicklime used for soil stabilization according to ASTM C 977.

D. Materials Warranty

General Provisions 101 through 150 – reference noted above.

882.2.03 Lime for Asphaltic Concrete

A. Requirements

Use hydrated lime that meets the chemical and physical properties of AASHTO M 303, Type I.

B. Fabrication

General Provisions 101 through 150 – reference noted above.

C. Acceptance

1. Run the chemical analysis of hydrated lime used in asphaltic concrete according to ASTM C 25.
2. Test the physical properties of the hydrated lime according to the residue test in ASTM C 110.

NOTE: QPL 41 **for lime is used in asphaltic concrete only.**

3. See QPL 41 for acceptable hydrated lime that meets the requirements of this Specification.

D. Materials Warranty

General Provisions 101 through 150 – reference noted above.

END OF SECTION

883.1 General Description

This section covers mineral filler added as a separate ingredient for use in bituminous paving mixtures. Use mineral filler that consists of finely divided mineral matter such as rock dust, slag dust, hydrated lime, hydraulic cement, fly ash, or other suitable mineral filler. Ensure that at the time of use it is sufficiently dry, flows freely, and is free from lumps.

883.1.01 Related References

A. Standard Specifications

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition.

B. Referenced Documents

AASHT
O PP 1
AASHT
O T 90
AASHT
O T 240
AASHT
O TP 1
AASHT
O TP 5
GDT 4

883.2 Materials

883.2.01 Mineral Filler

A. Requirements

Mineral filler shall be graded within the following limits:

Sieve Size	Percent Passing
No. 30 (600m)	100
No. 50 (300m)	95-100
No. 200 (75m)	55-100

Ensure that the mineral filler is free from organic impurities and has a plasticity index not greater than four (4). Plasticity index limits are not appropriate for hydrated lime and hydraulic cement.

Thoroughly blend mineral filler to be used in Stone Matrix Asphalt mixtures with asphalt cement and fiber stabilizing additives into a homogenous mixture. The total fine mortar shall then meet the following requirements:

Test	Specification
Unaged DSR, G*/sin (kPa)	5 minimum
RTFO Aged DSR, G*/sin (kPa)	11 minimum
PAV Aged BBR, Stiffness (MPa)	1500 maximum

B. Fabrication

General Provisions 101 through 150 – reference noted above.

C. Acceptance

Test as follows:

Sieve Analysis of Mineral Filler	GDT 22*
Plasticity Index	AASHTO T 90
* A laser diffraction particle size distribution analyzer may be used in lieu of this test.	

Mortar Properties to be based on NCAT procedure for Laboratory Preparation and Testing of HMA Mortars using AASHTO T240, AASHTO PP1, AASHTO TP1, and AASHTO TP5.

D. Materials Warranty

General Provisions 101 through 150 - State of Georgia Standard Specifications Construction of Transportation Systems, Latest Edition

END OF SECTION

EXHIBIT C-2

SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

- Section 109 Measurement and Payment
- Section 150 Traffic Control (GDOT)
- Section 402.5 Hot Mix Recycled Asphalt Construction
- Construction Contingency

109.01 Measurement and Quantities

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made along the surface, and no deductions will be made for individual fixtures having an area of nine (9) ft^2 (1 m^2) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Engineer.

Where payment is to be made by the square yard (square meter) for a specified thickness, the length will be measured on the surface along the centerline and the pay width shall be that width specified on the plans for the Final surface of the completed section. Intermediate courses shall be placed at a width sufficient to support successive courses with no detriment to the stability of the successive courses. The width of material required beyond the pay width will not be eligible for payment and shall be considered incidental to the work.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

All items which are measured by the linear foot (linear meter), such as pipe culverts, guard rail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

The term "gage," when used in connection with the measurement of steel plates, will mean the U.S. Standard Gage.

When the term "gage" refers to the measurement of electrical wire it will mean the wire gage specified in the National Electrical Code.

The term "ton" will mean the short ton consisting of two thousand (2,000) pounds avoirdupois. The term "megagram" will mean one metric ton, equivalent to one thousand (1,000) kg. Any commodity paid for by weight shall be weighed on scales that have been approved as specified below and which are furnished at the expense of the Contractor or Supplier. Weighing and measuring systems including remote controls shall be subject to type-approval by the Department of Transportation. The manufacture, installation, performance, and operation of such devices located in Georgia shall conform to, and be governed by, the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act, the Georgia Weights and Measures Regulations, as amended and adopted, the current edition of the National Bureau of Standards Handbook 44, and these Specifications. Weighing and measuring systems located outside Georgia which are utilized for weighing materials to be used in

Department work shall be manufactured, installed, approved, and operated in accordance with applicable laws and regulations for the state in which the scales are located.

All weighing, measuring, and metering devices used to measure quantities for payment shall be suitable for the purpose intended and will be considered to be "commercial devices." Commodity scales located in Georgia shall be certified before use for accuracy, condition, etc., by the Weights and Measures Division of the Georgia Department of Agriculture, its authorized representative, or the Georgia Department of Transportation Office of Materials and Research. Scales located outside Georgia shall be certified in accordance with applicable laws and regulations for the state in which the scales are located. The Georgia Department of Transportation Office of Materials and Research may certify the scales. This certification shall have been made within a period of not more than one (1) year prior to date of use for weighing commodity.

All equipment and all mechanisms and devices attached thereto or used in connection therewith shall be constructed, assembled, and installed for use so that they do not facilitate the perpetration of fraud. Any scale component or mechanism, which if manipulated would alter true scale values (including manual zero setting mechanisms) shall not be accessible to the scale operator. Such components and mechanisms that would otherwise be accessible to the scale operator shall be enclosed. Provisions shall be made for security seals where appropriate on equipment and accessories. A security seal shall be affixed to any adjustment mechanism designed to be sealed. Scale or accessory devices shall not be used if security seals have been broken or removed.

Any certified scale or scale component which has been repaired, dismantled, or moved to another location shall again be tested and certified before it is eligible for weighing.

Whenever materials that are paid for based on weight are from a source within the State, the scales shall be operated by and the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and weight ticket recordation shall be in accordance with Standard Operating Procedure 15.

When materials are paid for based on weight and originate from another state which has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

No scale shall be used to measure weights greater than the scale manufacturer's rated capacity. A digital recorder shall be installed as part of any commodity scale. The recorder shall produce a printed digital record on a ticket with the gross, tare, and net weights of the delivery trucks, along with the date and time printed for each ticket. Provisions shall be made so that the scales or recorders may not be manually manipulated during the printing process. The system shall be so interlocked as to allow printing only when the scale has come to rest. Either the gross or net weight shall be a direct scale reading. Printing and recording systems that are capable of accepting keyboard entries shall clearly and automatically differentiate a direct scale weight value from any other weight values printed on the load ticket.

All scales used to determine pay quantities shall be provided to attain a zero balance indication with no load on the load receiving element by the use of semi-automatic zero (push-button zero) or automatic zero maintenance.

Vehicle scales shall have a platform of sufficient size to accommodate the entire length of any vehicle weighed and shall have sufficient capacity to weigh the largest load. Adequate drainage shall be provided to prevent saturation of the ground under the scale foundation.

The Engineer, at his discretion, may require the platform scales to be checked for accuracy. For this purpose the Contractor shall load a truck with material of his choosing, weigh the loaded truck on his scales, and then weigh it on another set of certified vehicle scales. When the difference exceeds 0.4 percent of load, the scales shall be corrected and certified by a registered scale serviceman registered in the appropriate class as outlined in the Georgia Weights and Measures Regulations or in accordance with applicable requirements of the state in which the scales are located. A test report shall be submitted to the appropriate representative of the Department of Agriculture.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to their water level capacity as determined by the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined.

Cement and lime will be measured by the ton (megagram). Whenever cement or lime is delivered to the Project in tank trucks, a certified weight shall be made at the shipping point by an authorized Certified Public Weigher who is not an employee of the Department. Whenever cement and lime are from a source within the State, the scales shall be operated by the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and the weight ticket recordation shall be in accordance with Standard Operating Procedure 15. When cement and lime originate from another state that has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. The shipping invoice shall contain the certified weights and the signature and seal of the Certified Public Weigher. A security seal shall also be affixed to the discharge pipe cap on the tank truck before leaving the shipping point. The number on the security seal shall also be recorded on the shipping invoice. The shipping invoice for quicklime shall also contain a certified lime purity percentage. Unsealed tank trucks will require reweighing by a Certified Public Weigher.

Timber will be measured by the thousand feet board measure (MF13M) (cubic meter) actually incorporated in the structure. Measurements will be based on nominal widths and thickness and the actual length in place. No additional measurement will be made for splices except as noted for overlaps as shown on the Plans.

The term "Lump Sum" when used as an item of payment will mean complete payment for the Work described in the Contract.

When a complete structure or structural unit (in effect, "Lump Sum" work) is specified as the unit of the measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured as defined in Subsection 109.05.B.4.

When standard manufactured items are specified as fence, wire, plates, rolled shapes, pipe conduits, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerance in cited Specifications, manufacturing tolerances established by the industries involved will be accepted.

109.02 Measurement of Bituminous Materials

A. By Weighing the Material

The Department prefers this method whenever it is practicable. This method will be considered acceptable under the following conditions:

1. **Weighed On Project:** If the weights of the bituminous materials delivered by tank trucks are to be determined on the Project, weights shall be determined on scales that have been previously checked by the Department with standard weights for accuracy. The scale platform shall be large enough to accommodate the entire vehicle at one time. Under no conditions will truck scales be used to measure weights greater than their rated capacity. All weights not determined in the presence of an authorized representative of the Department shall be made by a Certified Public Weigher who is not an employee of the Department of Transportation and who is in good standing with the Georgia Department of Agriculture. The weight tickets shall carry both the signature and seal of the Certified Public Weigher.

2. **Weighed At Shipping Point:** A certified weight made at the shipping point by an authorized Certified Public Weigher who is not an employee of the Department of Transportation and who is registered with the Georgia Department of Agriculture, will be acceptable provided all openings in the tank have been sealed by the producer and when, upon inspection on the Project, there is no evidence of any leakage. The shipping ticket in this case must carry the signature and seal of the Certified Public Weigher. If the tank is not completely emptied the amount of material remaining in the tank truck will be measured by either weight or volume and the amount so determined, as verified by the Engineer, will be deducted from the certified weight.

3. **By Extraction Analysis:** The weight of bituminous material used will be determined by extraction tests made by the field laboratory. The average asphalt content for each Lot will be used to compute the weight of the Asphalt Cement to be paid for in accordance with the following formula:

English:

$$P = \% AC \times T$$

Where:

P	= Pay Tons of Asphalt Cement
% AC	= Lot average of % Asphalt Cement by weight of total mix as determined by extraction
T	= Actual accepted tons of mixture as weighed

Metric:

$$P = \% AC \times T$$

Where:

P	= Pay megagrams of Asphalt Cement
% AC	= Lot average of % Asphalt Cement by weight of total mix as determined by extraction
T	= Actual accepted megagrams of mixture as weighed

4. **By Digital Recording Device:** The amount of bituminous material as shown on the printed tickets will be the Pay Quantity.

B. By Volume

The volume will be measured and corrected for the difference between actual temperature and 60 °F (15 °C). Containers shall be level when measured, and one (1) of the following methods shall be used, whichever is best suited to the circumstances:

1. **Tank Car Measurement:** If the material is shipped to the Project in railroad tank cars, the Contractor shall furnish the Engineer a certified chart showing the dimensions and volume for each inch (25 mm) of depth for each tank. The Engineer will make outage and temperature measurements before unloading is begun and after it is finished. The measurements will be taken when the bituminous material is at a uniform temperature and free from air bubbles. The Contractor shall not remove any bituminous material from any tank until necessary measurements have been made nor shall he release the car until final outage has been measured. The total number of gallons (liters) allowed for any tank car shall not be more than the U.S. Interstate Commerce Commission rating for that car, converted to gallons at 60 °F (15 °C).

2. **Truck Measurement:** If bituminous materials are delivered to the Project in tank trucks, distributor tanks, or drums, the Contractor shall not remove any bituminous material from the transporting vehicle or container until necessary measurements have been made, nor shall the transporting vehicle or container be released until final outage has been measured. If weighing is not convenient, the Contractor shall furnish the Engineer with a certified chart showing the dimensions and volume of each container together with a gauge or calibrated measuring rod which will permit the volume of the material to be determined by vertical measurement.

3. **Metering:** The volume may be determined by metering, in which case the metering device used and the method of using it shall be subject to the approval of the Engineer.

4. **Time of Deliveries:** The arrival and departure of vehicles delivering bituminous materials to the Project site shall be so scheduled that the Engineer is afforded proper time for the measurements of delivered volume and final outage. The Engineer will make the necessary measurements only during the Contractor's normal daily working hours.

C. Production for Multiple Projects

When a Contractor is producing Asphaltic Concrete from one (1) plant, which is being placed on two (2) or more jobs, public or private, the amount of bituminous material used may be determined by extraction tests in accordance with Subsection 109.02.A.3 or digital recording device in accordance with Subsection 109.02.A.4.

D. Tack Coat

When the same storage facility is utilized for Bituminous Materials to be used in Hot Mix Asphaltic Concrete, Bituminous Tack Coat, and/or Surface Treatment, the quantity used for Tack Coat shall be converted to tons (megagrams) and deducted from the quantities for the Bituminous Material used in the Hot Mix Asphaltic Concrete and Surface Treatment.

E. Corrections

When the volume and temperature have been determined as defined above, the volume will be corrected by the use of the following formula:

$$V_{English} = \frac{V1}{K(t-60)+1} \qquad V_{metric} = \frac{V1}{K(t-15)+1}$$

Where:

V = Volume of bituminous material at 60 °F (15 °C)

V1= Volume of hot bituminous material

t = Temperature of hot bituminous material in degrees Fahrenheit (Celsius) K= Coefficient of Expansion of bituminous material (correction factor)

The correction factors K for various materials are given below:

- 0.00035 (0.00063) per °F (°C) for petroleum oils having a specific gravity of 60 °F/60 °F (15 °C/15 °C) above 0.966
- 0.00040 (0.00072) per °F (°C) for petroleum oils having a specific gravity of 60 °F/60 °F (15 °C/15 °C) between 0.850-0.966
- 0.00030 (0.00054) per °F (°C) for Tar
- 0.00025 (0.00045) per °F (°C) for Emulsified Asphalt
- 0.00040 (0.00072) per °F (°C) for Creosote Oil

109.03 Scope of Payment

The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all materials, labor, tools, equipment, superintendence and incidentals, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner, for any infringement of patent, trademark or copyright, for all loss or damage arising from the nature of The Work, or from the action of the elements, for all expenses incurred by or in consequence of the suspension or discontinuance of The Work, or from any unforeseen difficulties which may be encountered during the prosecution of The Work and for all risks of every description connected with the prosecution of The Work until its Final Acceptance by the Engineer, except as provided in Subsection 107.16.

The payment of any partial estimate prior to Final Acceptance of the Project as provided in Subsection 105.16 shall in no way affect the obligation of the Contractor to repair or rénew any defective parts of the construction or to be responsible for all damages due to such defects.

109.04 Payment and Compensation for Altered Quantities

When alteration in Plans or quantities of work not requiring Supplemental Agreements as herein before provided for are ordered and performed, the Contractor shall accept payment in full at the Contract Unit Bid Prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract Items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring Supplemental Agreements shall be as stipulated in such agreement, except that when the Contractor proceeds with the Work without change of price being agreed upon, he shall be paid for such increased or decreased quantities at the Contract Unit Prices Bid in the Proposal for the Items of the Work.

109.05 Extra Work

Extra work, as defined in Subsection 101.27, when ordered in accordance with Subsection 104.04, will be authorized in writing by the Engineer. The authorization will be in the form of a Supplemental Agreement or a Force Account.

A. Supplemental Agreement

In the case of a Supplemental Agreement, the work to be done will be stipulated and agreed upon by both parties prior to any extra work being performed.

Payment based on Supplemental Agreements shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

B. Force Account

When no agreement is reached for Extra Work to be done at Lump Sum or Unit Prices, such work may be authorized by the Department to be done on a Force Account basis. A Force Account

estimate that identifies all anticipated costs shall be prepared by the Contractor on forms provided by the Engineer. Work shall not begin until the Force Account is approved. Payment for Force Account work will be in accordance with the following:

1. **Labor:** For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, equipment operators and supervisors are actually engaged in such work.

   The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on The Work.

   An amount equal to fifteen percent (15%) of the sum of the above items will also be paid the Contractor.

2. **Bond, Insurance, and Tax:** For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security taxes on the Force Account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.

3. **Materials:** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such material incorporated into The Work, including Contractor paid transportation charges (exclusive of machinery rentals as hereinafter set forth), to which cost ten percent (10%) will be added.

4. **Equipment:** For any machinery or special equipment (other than small tools) including fuel and lubricant, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental rates indicated below for the actual time that such equipment is in operation on The Work or the time, as indicated below, the equipment is directed to stand by.

   Equipment rates shall be based on the latest edition of the *Rental Rate Blue Book for Construction Equipment* or *Rental Rate Blue Book for Older Construction Equipment*, whichever applies, as published by EquipmentWatch using all instructions and adjustments contained therein and as modified below.

   Allowable Equipment Rates shall be established as defined below:

   - Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 70%.
   - Allowable Hourly Operating Cost = Hourly Operating Cost x 70%.
   - Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
   - Standby Rate = Allowable Hourly Equipment Rate x 35%.

NOTE: The monthly rate is the basic machine plus any attachments.

Standby rates shall apply when equipment is not in operation and is directed by the Engineer to standby for later use. In general, Standby rates shall apply when equipment is not in use, but will be needed again to complete The Work and the cost of moving the equipment will exceed the accumulated standby cost. Payment for standby time will not be made on any day the equipment operates for eight (8) or more hours. For equipment accumulating less than eight (8) hours operating time on any normal workday, standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight (8) hours. Standby payment will not be made on days that are not normally considered workdays.

The Department will not approve any rates in excess of the rates as outlined above unless such excess rates are supported by an acceptable breakdown of cost.

Payable time periods will not include:

- Time elapsed while equipment is broken down,
- Time spent in repairing equipment, or
- Time elapsed after the Engineer has advised the Contractor the equipment is no longer needed.

If a piece of equipment is needed which is not included in the above *Blue Book* rental rates, reasonable rates shall be agreed upon in writing before the equipment is used. All equipment charges by persons or firms other than the Contractor shall be supported by invoices.

Transportation charges for each piece of equipment to and from the site of the Work will be paid provided:

- The equipment is obtained from the nearest approved source,
- The return charges do not exceed the delivery charges,
- Haul rates do not exceed the established rates of licensed haulers, and
- Such charges are restricted to those units of equipment not already available and not on or near the Project.

No additional compensation will be made for equipment repair.

5. **Miscellaneous:** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
6. **Compensation:** The Contractor's representative and The Engineer shall compare records and agree on the cost of work done as ordered on a Force Account basis at the end of each day on forms provided by the Department.
7. **Subcontract Force Account Work:** For work performed by an approved Subcontractor or Second-tier Subcontractor, all provisions of this Section (109.05) that apply to the Prime Contractor in respect to labor, materials and equipment shall govern. The prime Contractor shall coordinate the work of his Subcontractor. The prime Contractor will be allowed an amount to cover administrative cost equal to five percent (5%) of the Subcontractor's amount earned but not to exceed $5,000.00 per Subcontractor. Markup for Second-tier Subcontract work will not be allowed.

Should it become necessary for the Contractor or Subcontractor to hire a firm to perform a specialized type of work or service which the prime Contractor or Subcontractor is not qualified to perform, payment will be made at reasonable invoice cost. To each invoice cost a markup to cover administrative cost equal to five percent (5%) of the total invoice but not to exceed $5,000.00 will be allowed the Contractor or Subcontractor but not both.

8. **Statements:** No payment will be made for work performed on a Force Account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such Force Account work detailed as follows:

   a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer, equipment operator, and supervisor, excluding superintendents.

   b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

   c. Quantities of materials, prices, and extensions.

   d. Transportation of materials.

   e. Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security tax.

   Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not purchased specifically for such work but are taken from the Contractor's stock, then, in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Payment based on Force Account records shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

109.06 Eliminated Items

Should any Items contained in the Proposal be found unnecessary for the proper completion of The Work, the Engineer may, upon written order to the Contractor, eliminate such Items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of Items, he will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notifications.

109.07 Partial Payments

A. General

At the end of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment. Such estimate is approximate only and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Item Unit Prices or on percentage of completion of Lump Sum Items.

When so requested by the Contractor and approved by the Engineer, Gross Earnings of $150,000 or more for work completed within the first fifteen (15) days of any month will be certified for payment on a semi-monthly basis subject to the conditions and provisions of Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

B. Materials Allowance

Payments will be made on delivered costs, or percentage of bid price if otherwise noted, with copies of paid invoices provided to the Department for the materials listed below which are to be incorporated into the Project, provided the materials:

- Conform to all Specification requirements.
- Are stored on the Project Right-of-Way or, upon written request by the Contractor and written approval of the Engineer, they may be stored off the Right-of-Way, but local to the Project, provided such storage is necessary due to lack of storage area on the Right-of-Way, need for security, or need for protection from weather.

As a further exception to on-Project storage, upon written request by the Contractor, the Engineer may approve off-the-Project storage items uniquely fabricated or precast for a specific Project, such as structural steel and precast concrete, which will be properly marked with the Project number and stored at the fabrication or precast facility.

The Engineer may approve out-of-state storage for structural steel and prestressed concrete beams uniquely fabricated for a specific Project stored at the fabrication facility.

1. Paid invoices should accompany the materials allowance request, but in no case be submitted to the Project Engineer later than thirty (30) calendar days following the date of the progress payment report on which the materials allowance was paid.

   In case such paid invoices are not furnished within the established time, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for that item on that Project.

2. Materials allowances will be paid for those items which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental. Some exclusions are as follows:

   a. No payments will be made on living or perishable plant materials until planted.

   b. No payments will be made on Portland Cement, Liquid Asphalt, or Grassing Materials.

   c. No payment will be made for aggregate stockpiled in a quarry. Payment for stockpiled aggregate will be made only if the aggregate is stockpiled on or in the immediate vicinity of the project and is held for the exclusive use on that project. The aggregate must be properly secured. If the aggregate stockpiled is to be paid for per-ton (megagram) it must be reweighed on approved scales at the time it is incorporated into the Project.

   d. No payments will be made on minor material items, hardware, etc.

3. No materials allowance will be made for materials when it is anticipated that those materials will be incorporated into the Work within thirty (30) calendar days.
4. No materials allowance will be made for a material when the requested allowance for such material is less than $10,000.
5. Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.
6. The Commissioner may, at his discretion, grant waiver to the requirements of this Section when, in his opinion, such waiver would be in the public interest.

Subsequently, in the event the material is not on-hand and in the quantities for which the materials allowance was granted, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for those items on that Project. If sufficient earnings are not available on the next progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department.

Payments for materials on hand shall not exceed the invoice price or seventy-five percent (75%) of the bid prices for the pay items into which the materials are to be incorporated, whichever is less.

C. Minimum Payment

No partial payment will be made unless the amount of payment is at least $1000.00.

D. Liquidated Damages

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

E. Other Deductions

In addition to the deductions provided for above, the Department has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the Department is directly responsible, including, but not limited to, royalties (see Section 106).

F. Amount of Payment

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department. The Engineer is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the Contractor during the progress of the Work and for the final statement when all Work has been completed.

G. Interest

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by

the Department as authorized by Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

H. Insert the Following in Each Subcontract

The Contractor shall insert the following in each Subcontract entered into for work under this Contract:

"The Contractor shall not withhold any retainage on Subcontractors. The Contractor shall pay the Subcontractor one hundred percent (100%) of the gross value of the Completed Work by the Subcontractor as indicated by the current estimate certified by the Engineer for payment."

Neither the inclusion of this Specification in the Contract between the Department and the Prime Contractor nor the inclusion of the provisions of this Specification in any Contract between the Prime Contractor and any of his Subcontractors nor any other Specification or Provision in the Contract between the Department and the Prime Contractor shall create, or be deemed to create, any relationship, contractual or otherwise, between the Department and any Subcontractor.

109.08 Final Payment

When Final Inspection and Final Acceptance have been made by the Engineer as provided in Subsection 105.16, the Engineer will prepare the Final Statement of the quantities of the various classes of work performed. All prior partial estimates and payments shall be subject to correction in the Final Statement. The District Engineer will transmit a copy of the Statement to the Contractor by Registered or Certified Mail. The Contractor will be afforded twenty (20) days in which to review the Final Statement in the District Office before it is certified for payment by the Engineer. Any adjustments will be resolved by the District Engineer or in case of a dispute referred to the Chief Engineer whose decision shall be final and conclusive. After approval of the Final Statement by the Contractor, or after the expiration of the twenty (20) days, or after a final ruling on disputed items by the Chief Engineer, the Final Statement shall be certified to the Treasurer by the Chief Engineer stating the Project has been accepted and that the quantities and amounts of money shown thereon are correct, due and payable.

The Treasurer, upon receipt of the Engineer's certification, shall in turn furnish the Contractor with the Department's Standard Release Form to be executed in duplicate. The aforesaid Release Form, showing the total amount of money due the Contractor, shall be sent to the Contractor by Registered or Certified Mail, to be delivered to such Contractor upon the signing of a return receipt card, to be returned to the Department in accordance with the provision of Federal law in respect to such matters and such return receipt card shall be conclusive evidence of a tender of said sum of money to the Contractor. Upon receipt of the properly executed Standard Release Form, the Treasurer shall make final payment jointly to the Contractor and his Surety. The aforesaid certification, executed release form, and final payment shall be evidence that the Commissioner, the Engineer, and the Department have fulfilled the terms of the Contract, and that the Contractor has fulfilled the terms of the Contract except as set forth in his Contract Bond.

The Standard Release Form is to be executed by the Contractor within one hundred and twenty (120) days after delivery thereof, as evidenced by the Registered or Certified Mail Return Receipt. Should the Contractor fail to execute the Standard Release Form because he disputes the Final Payment as offered, or because he believes he has a claim for damages or additional compensation under the Contract, the

Contractor shall, within one hundred and twenty (120) days after delivery to the Contractor of the Standard Release Form, as evidenced by the Registered or Certified Mail Return Receipt, enter suit in the proper court for adjudication of his claim. Should the Contractor fail to enter suit within the aforesaid one hundred and twenty (120) days, then by agreement hereby stipulated, he is forever barred and stopped from any recovery or claim whatsoever under the terms of this Contract.

Should the Contractor fail to execute the Standard Release Form or file suit within one hundred and twenty (120) days after delivery thereof, then the Surety on the Contractor's Bond is hereby constituted the attorney-in-fact of the Contractor for the purpose of executing such final releases as may be required by the Department, including but not limited to the Standard Release Form, and for the purpose of receiving the Final Payment under this Contract.

The Department reserves the right as defined in Subsection 107.20, should an error be discovered in any estimates, to claim and recover from the Contractor or his Surety, or both, such sums as may be sufficient to correct any error of overpayment. Such overpayment may be recovered from payments due on current active Projects or from any future State work done by the Contractor.

The foregoing provisions of this Section shall be applicable both to the Contractor and the Surety on his Bond; and, in this respect, the Surety shall be bound by the provisions of Subsection 108.09 of these Specifications in the same way and manner as the Contractor.

A. Interest

In the event the Contractor fails to execute the *Standard Release Form* as prepared by the Treasurer because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the Department to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the Department or by final judgment of the proper court in the event of litigation between the Department and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the Department for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the Department to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

B. Termination of Department's Liability

Final payment will be in the amount determined by the statement as due and unpaid. The acceptance of the final payment or execution of the Standard Release Form or failure of the Contractor to act within one hundred and twenty (120) days as provided herein after tender of payment, or final payment to the Contractor's Surety in accordance with the provisions stipulated herein, shall operate as and be a release to the Department, the Commissioner, and the Engineer

from all claims of liability under this contract and for any act or neglect of the Department, the Commissioner, or the Engineer.

109.09 Termination Clause

A. General

The Department may, by written notice, terminate the Contract or a portion thereof for the Department's convenience when the Department determines that the termination is in the State's best interest, or when the Contractor is prevented from proceeding with the Contract as a direct result of one of the following conditions:

1. An Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
2. The Engineer and Contractor each make a determination, that, due to a shortage of critical materials required to complete the Work which is caused by allocation of these materials to work of a higher priority by the Federal Government or any agency thereof, it will be impossible to obtain these materials within a practical time limit and that it would be in the public interest to discontinue construction.
3. An injunction is imposed by a court of competent jurisdiction which stops the Contractor from proceeding with the Work and causes a delay of such duration that it is in the public interest to terminate the Contract and the Contractor was not at fault in creating the condition which led to the court's injunction.

   The decision of the Engineer as to what is in the public interest and as to the Contractor's fault, for the purpose of Termination, shall be final.
4. Orders from duly constituted authority relating to energy conservation.

B. Implementation

When, under any of the conditions set out in Subsection A of this Section, the Contract, or any portion thereof, is terminated before completion of all Items of Work in the Contract, the Contractor shall be eligible to receive some or all of the following items of payment:

1. For the actual number of units of Items of Work completed, payment will be made at the Contract Unit Price.
2. Reimbursement for organization of the Work and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract Unit Prices. However, the Engineer's decision as whether or not to reimburse for organization of the Work and moving equipment to and from the job, and in what amount, shall be final.
3. Acceptable materials, obtained by the Contractor for the Work, that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the Work will, at the request of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer. This will include any materials that have been delivered to the project site or that have been specifically

fabricated for the project and are not readily usable on other projects. It will not include materials that may have been ordered, but not delivered to the project site and that are readily usable on other projects (e.g., guard rail, stone, lumber, etc.).

4. For Items of Work partially completed, payment adjustments including payments to afford the Contractor a reasonable profit on work performed, may be made as determined by the Engineer based upon a consideration of costs actually incurred by the Contractor in attempting to perform the Contract.

5. No payment will be made, and the Department will have no liability, for lost profits on Work not performed. In particular, the Department will not be liable to the Contractor for all profits the Contractor expected to realize had the Project been completed, nor for any loss of business opportunities, nor for any other consequential damages.

6. In order that the Department may make a determination of what sums are payable hereunder, the Contractor agrees that, upon termination of the Contract, it will make all of its books and records available for inspection and auditing by the Department. To be eligible for payment, costs must have been actually incurred, and must have been recorded and accounted for according to generally accepted accounting principles, and must be items properly payable under Department policies. Where actual equipment costs cannot be established by the auditors, payment for unreimbursed equipment costs will be made in the same manner as is provided in Subsection 109.05 for Force Account Work. Idle time for equipment shall be reimbursed at standby rates. In no case will the Contractor be reimbursed for idle equipment after the Engineer has advised the Contractor the equipment is no longer needed on the job. Refusal of the Contractor to allow the Department to inspect and audit all of the Contractor's books and records shall conclusively establish that the Department has no liability to the Contractor for any payment under this provision, and shall constitute a waiver by the Contractor of any claim for damages allegedly caused by breach or termination of the Contract. The amount payable under this provision, if any, is to be determined by the Engineer, whose determination will be final and binding.

7. The sums payable under this Subsection shall be the Contractor's sole and exclusive remedy for termination of the Contract.

C. Termination of a Contract

Termination of a Contract or a portion thereof shall not relieve the Contractor of his responsibilities for any completed portion of the Work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the Work performed.

109.10 Interest

In the event any lawsuit is filed against the Department alleging the Contractor is due additional money because of claims or for any breach of contract, the Contractor hereby waives and renounces any right it may have under O.C.G.A. Section 13-6-13 to prejudgment interest. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The

Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title

END OF SECTION

150.01 GENERAL

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

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

The needs and control of all road users (motorists, bicyclists and pedestrians within the highway right-of-way and easements, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

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

A. WORKER SAFETY APPAREL

All workers, including emergency responders, within the right-of-way who are exposed either to traffic (vehicles using the highway for purpose of travel) or to work vehicles and construction equipment within the TTC zone shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear", or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Emergency and incident responders and law enforcement personnel within the TTC zone may wear high-visibility safety apparel that meets the performance requirements of the ANSI/ISEA 207-2006 publication entitled "American National Standard for High-Visibility Public Safety Vests", or equivalent revisions, and labeled as ANSI 207-2006, in lieu of ANSI/ISEA 107-2004 apparel. Firefighters or other emergency responders working within the right-of-way and engaged in emergency operations that directly expose them to flame, fire, heat, and/or hazardous material may wear retroreflective turn-out gear that is specified and regulated by other organizations, such as the National Fire Protection Association.

B. WORKSITE TRAFFIC CONTROL SUPERVISOR

ALL HIGHWAYS (ADDITIONAL REQUIREMENTS BELOW FOR INTERSTATES): The

Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS) who shall be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the MUTCD. A written resume documenting the experience and credentials of the WTCS shall be submitted and accepted by the Engineer prior to beginning any work that involves traffic control. The WTCS shall be available on a twenty-four (24) hour basis to perform his duties. If the work requires traffic control activities to be performed during the daylight and nighttime hours it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be accepted by the Engineer prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor's traffic control responsibilities shall have priority over all other assigned duties.

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

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

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

The WTCS shall regularly perform inspections to ensure that traffic control is maintained. Unless modified by the special conditions or by the Engineer, routine deficiencies shall be corrected within a twenty-four (24) hour period. Failure to comply with these provisions shall be grounds for dismissal from the duties of WTCS and/or removal of the WTCS from the project. Failure of the WTCS to execute his duties shall be considered as nonperformance under Subsection 150.08.

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

CERTIFIED WORKSITE TRAFFIC CONTROL SUPERVISOR

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

Any work performed on the interstate or limited access highway right-of-way that requires

traffic control shall be supervised by the Certified Worksite Traffic Control Supervisor. No work requiring traffic control shall be performed unless the certified WTCS is on the worksite. Failure to maintain a Certified Worksite Traffic Control Supervisor on the work will be considered as non-performance under Subsection 150.08.

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

C. TRAFFIC CONTROL DEVICES

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

D. REFLECTORIZATION REQUIREMENTS

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

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

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

All other signs shall meet the requirements of ASTM Type III or IV except for "'Pass With Care" and "Do Not Pass" signs which may be ASTM Type I unless otherwise specified.

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

E. IMPLEMENTATION REQUIREMENTS

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When any shift or change is made to the location of traffic or to the flow patterns of traffic, including pedestrian traffic, the permanent safety features shall be installed and fully operational before making the change. If staging or site conditions prevent the installation of permanent features then the equivalent interim devices shall be utilized. This work shall also include any necessary removal and reinstallation of guardrail panels to achieve the required panel lap to accommodate the appropriate shift and traffic flow including the final traffic flow configuration (The cost of performing this work shall be included in Traffic Control-Lump Sum).

Any section of the work that is on new location shall have all permanent safety features installed and fully operational before the work is opened to traffic. Safety features shall include but are not limited to the following items:

1. Guardrail including anchors and delineation with properly lapped panels
2. Impact attenuators
3. Traffic signals
4. Warning devices
5. Pavement markings including words, symbols, stop bars, and crosswalks
6. Roadway signs including regulatory, warning, and guide

Outdoor lighting shall be considered as a safety feature for welcome centers, rest areas, and weigh station projects. For typical roadway type projects new street lighting is not considered a safety feature unless specifically noted in the plans or in the special conditions.

F. MAINTENANCE OF TRAFFIC CONTROL DEVICES

Traffic control devices shall be in acceptable condition when first erected on the project and shall be maintained in accordance with Subsection 104.05 throughout the construction period. All unacceptable traffic control devices shall be replaced within twenty-four (24) hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic. All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (10) days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

G. TRAFFIC INTERRUPTION RESTRICTIONS

The Department reserves the right to restrict construction operations when, in the opinion of the Engineer, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Engineer deems that conditions are unfavorable for continuing the Work. Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management	No advanced notice required
Threatening/Inclement weather	Twenty-four (24) hours
Holidays, sporting events, unfavorable conditions	Three (3) calendar days

If the work is suspended, the Contractor may submit a request for additional contract time as allowed under Section 108. The Department will review the request and may grant additional contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, rental of equipment or delays to the Contractor's schedule

will not be considered for payment. Additional contract time will be the only consideration granted to the Contractor.

H. SEQUENCE OF OPERATIONS

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

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval thirty (30) calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer; they are no longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of Subsection 150.02.B.4.

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

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

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

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

1. A detailed drawing showing traffic locations and laneage for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be included in the details.

3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Horizontal and vertical alignment and superelevation rates for detours, including cross-section and profile grades along each edge of existing pavement.
6. Drainage details for temporary and permanent alignments.
7. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.).
8. Starting time, duration and date of planned change.
9. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed work. This will be the minimum resource allocation required in order to start the work.

   A minimum of three (3) copies of the above details shall be submitted to the Engineer for approval at least fourteen (14) days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

150.02 TEMPORARY TRAFFIC CONTROL (TTC) ZONES:

A. DEVICES AND MATERIALS:

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

1. Portable Advance Warning Signs

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

2. Arrow Panels

Portable sequential or flashing arrow panels as shown in the Plans or Specifications for use on Interstate or multi-lane highway lane closure only, shall be a minimum size of 48" high by 96" wide with not less than fifteen (15) lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one mile. The minimum legibility distance is that distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of

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

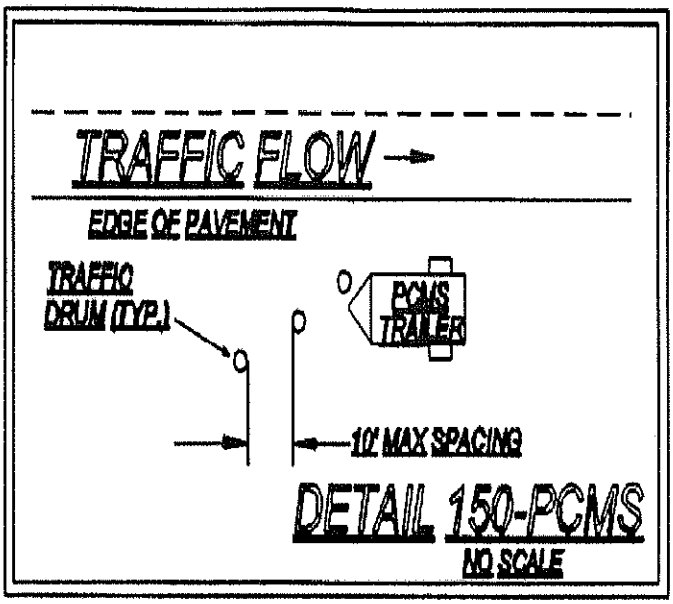
The sequential or flashing arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven (7') feet above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

The sequential or flashing arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven (7') feet above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

For emergency situations, arrow display panels that meet the MUTCD requirements for Type A or Type B panels may be used until Type C panels can be located and placed at the site. The use of Type A and Type B panels shall be held to the minimum length of time possible before having the Type C panel(s) in operation. The Engineer shall determine when conditions and circumstances are considered to be emergencies. The Contractor shall notify the Engineer, in writing, when any non-specification arrow display panel(s) is being used in the work.

3. Portable Changeable Message Signs

Portable changeable message signs meeting the requirements of Section 632 and the MUTCD. Any PCMS in use that is not protected by positive barrier protection shall be delineated by a minimum of three (3) drums that meet the requirement of Section 150.05.A.1. The drum spacing shall not exceed a maximum of ten (10') feet as shown in Detail 150-PCMS. When the PCMS is within twenty (20') feet of the opposing traffic flow, the trailing end of the PCMS shall be delineated with a minimum of three drums spaced in the same manner as the approach side of the PCMS.



When not in use the PCMS shall be removed from the roadway unless protected by positive barrier protection. If the PCMS is protected by positive barrier protection the sign panel shall be turned away from traffic when not in use.

4. **Channelization Devices**

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

5. **Temporary Barrier**

   Temporary barrier shall meet the requirements of Section 622.

6. **Temporary Traffic Signals**

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

7. **Pavement Marking**

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

8. **Portable Temporary Traffic Control Signals**

   The use of Portable Temporary Traffic Control Signals shall meet the following minimum requirements:

   Only two-lane two-way roadways will be allowed to utilize Portable Temporary Traffic Control Signals.

   All portable traffic control signals shall meet the physical display and operational requirements of conventional traffic signals described in the MUTCD.

   Each signal face shall have at least three (3) lenses. The lenses shall be red, yellow, or green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter.

A minimum of two (2) signal faces shall face each direction of traffic. A minimum of one (1) signal head shall be suspended over the roadway travel lane in a manner that will allow the bottom of the signal head housing to be not less than seventeen (17') feet above and not more than nineteen (19') feet above the pavement grade at the center of the travel lane. The second signal head may be located over the travel lane with the same height requirements or the second signal head may be located on the shoulder. When the signal head is located on the shoulder the bottom of the signal head housing shall be at least eight (8') feet but not more than fifteen (15') feet above the pavement grade at the center of highway.

Advance warning signage and appropriate pavement markings shall be installed as part of the temporary signal operation.

The signals shall be operated in a manner consistent with traffic requirements. The signals may be operated in timed-mode or in a vehicle-actuated mode. The signals shall be interconnected in a manner to ensure that conflicting movements can not occur. To assure that the appropriate operating pattern including timing is displayed to the traveling public, regular inspections including the use of accurate timing devices shall be made by the Worksite Traffic Control Supervisor. If at any time any part of the system fails to operate within these requirements then the use of the signal shall be suspended and the appropriate flagging operation shall begin immediately.

The Worksite Traffic Control Supervisor (WTCS) shall continuously monitor the portable traffic control signal to insure compliance with the requirements for maintenance under the MUTCD. The signal shall be maintained in a manner consistent with the intention of the MUTCD, with emphasis on cleaning of the optical system. Timing changes shall be made only by the WTCS. The WTCS shall keep a written record of all timing changes.

The portable temporary signal shall have two (2) power sources and shall be capable of running for seven (7) calendar days continuously.

The Contractor shall have an alternate temporary traffic control plan in the event of failure of the signal.

9. RUMBLE STRIPS

Rumble strips incorporated into the work shall meet the requirements of Section 429 and the MUTCD. Existing rumble strips that are positioned in the traveled way to warn

traffic of a stop condition shall be reinstalled based on the following requirements:

INTERMEDIATE SURFACES: Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have rumble strips reinstalled on the traveled way in the area of a stop condition. Non-refundable deductions in accordance with Subsection 150.08 will be assessed for any intermediate surface in place for greater than forty-five (45) days without rumble strips.

FINAL SURFACES: Rumble strips shall be installed on the final surface within fourteen (14) calendar days of the placement of the final surface in the area of the stop

condition. Failure to install within fourteen (14) calendar days will result in assessment of non-refundable deductions in accordance with Subsection 150.08.

Prior to the removal of any rumble strips located in the travelway, stop ahead (W3-1a) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of forty-eight (48'') inches by forty-eight (48'') inches. The reflectorization of the warning signs shall be as required by Subsection 150.01.D. These warning signs shall remain in place until the rumble strips have been reinstalled on the traveled way. Any existing warning signs for the stop ahead condition shall be removed or covered while the 48" X 48" (W3-1a) signs are in place. When the rumble strips have been reinstalled these warning signs should be promptly removed and any existing signage placed back in service.

10. **GUARDRAIL**: When the removal and installation of guardrail is required as a part of the work the following time restrictions shall apply unless modified by the special conditions:

MULTI-LANE HIGHWAYS: From the time that the existing guardrail or temporary positive barrier protection is removed the Contractor has fourteen (14) calendar days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty (20') feet. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of two thousand (2000) linear feet of existing rail or the total length of one run of existing rail, whichever is less.

ALL OTHER HIGHWAYS: From the time that the existing guardrail is removed or from the time that temporary positive barrier protection is removed the Contractor has thirty (30) calendar days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty (20') feet. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of one thousand (1000) linear feet of existing rail or the total length of one run of existing rail, whichever is less.

Based on existing field conditions, the Engineer may review the work and require that the guardrail be installed earlier than the maximum time allowed above by giving written notification to the Contractor via the TC-1 traffic control report.

ALL HIGHWAYS: The contractor shall install new guardrail such that traffic exposure to fixed objects is minimized. Within the same work day, temporary attenuators, as defined in Subsection 150.05.B, should be installed on the approach to fixed objects that can't be protected with guardrail. Truck mounted attenuators may be used to shield exposed fixed objects for periods not to exceed forty-eight (48) hours. No separate payment will be made for truck mounted attenuators.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the directional flow of traffic. Should the staging of the work, require that the lap of the guardrail be changed, this work shall be completed before the roadway is opened to traffic. The work to change the lap of any guardrail shall be included in Traffic Control-Lump Sum.

Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under Subsection 150.08.

11. **STOP SIGN REGULATED INTERSECTIONS:** For intersections that utilize stop sign(s) to control the flow of traffic and to restrict the movement of vehicles, the stop sign(s) shall be maintained for the duration of the work or until such time that the stop condition is eliminated or until an interim or permanent traffic signal can be installed to provide proper traffic control. The traffic signal shall be installed and properly functioning before the removal of the existing stop sign(s) is permitted. If the existing intersection is enhanced traffic control features such as stop bars, double indicated stop signs, oversized signs, advanced warning stop ahead signs, rumble strips on the approaches or flashing beacons located overhead or on the shoulders then these features shall be maintained for the duration of the project or until the permanent traffic control plan has been implemented.

    Whenever the staging of the work requires that the traveled-way be relocated or realigned the Contractor shall reinstall all enhanced traffic control features noted above on the newly constructed sections of the work. The cost of relocating the stop bars, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Lump-Sum-Traffic Control unless individual pay items are included in the contract for rumble strips and/or flashing beacons. When pay items are included in the contract for rumble strips or flashing beacons then these items will be paid per each.

    When staging requires the relocation or realignment of an existing stop condition it may be necessary to consider the addition of enhanced traffic control features even though none existed at the original location. Horizontal and vertical alignment changes at a new location may have decreased or restricted sight distance or the stop condition may occur sooner than in the previous alignment. If these conditions occur then the Engineer and/or the WTCS should consider additional measures to enhance the motorist's awareness of the changes even though the staging plans may not address enhanced features. Stop signs should be a minimum of thirty-six (36'') inches for interim situations. The use of forty-eight (48'') inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two (2) weeks unless unusual or site specify conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s) may be appropriate during the same period that the flags are in use to increase attention.

    The use of rumble strips and/or portable changeable message signs may be considered. The use of new rumble strips, where none previously existed, shall have the prior approval of District Traffic Operations before being included as part of the temporary traffic control plan. The message(s) displayed on any PCMS shall have the prior approval of the Engineer and the message(s) shall be included as part of the TTC plan for the interim staging.

The placement of any additional interim ground-mounted signs and posts or stop bars shall be considered as incidental to the price bid for Lump Sum-Traffic Control. The installation of rumble strips, flashing beacons or the use of Portable Changeable Message Signs (PCMS) shall be considered as Extra Work unless pay items are included in the contract.

B. WORK ZONE RESTRICTIONS:

1. Interstate

The Contractor shall not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within twelve (12') feet of the travel-way, unless such areas are separated by at least one-half mile of distance.

2. Non-Interstate Divided Highways

The Contractor shall not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within twelve (12') feet of the travel-way, unless such areas are separated by at least one-half mile distance in rural areas or at least five hundred (500') feet of distance in urban areas.

3. Non-Divided Highways

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

b. On two-lane projects where full width sections of the existing subgrade, base or surfacing are to be removed, and new base, subgrade, or surfacing are to be constructed, the Contractor shall maintain one-lane traffic through the construction area by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement shall be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday or before opening all the roadway to traffic.

4. All Highways:

a. There shall be no reduction in the total number of available traffic lanes that existed prior to construction except as specifically allowed by the Contract and as approved by the Engineer.

b. Travelway Clearances: All portions of the work shall maintain the following minimum requirements:

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

Vertical: The overhead clearance shall not be reduced to less than fifteen (15') feet at any location.

The restrictions above apply to all shifts, lane closures, on-site detours and off site detours whether shown in the contract or proposed by the Contractor. It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work.

Two-lane two-way roadways may have temporary horizontal restrictions of less than sixteen (16') feet provided a flagger operation for one-way traffic is utilized to restrict access to the work area by over-width loads. The minimum horizontal clearance shall be restored before the flagging operation is removed.

c. Highway Work Zone: All sections or segments of the roadway under construction or reconstruction shall be signed as a Highway Work Zone except non-state highway two-lane two-way resurfacing projects. Two (2) conditions can be applied to a Highway Work Zone. Condition 1 is when no reduction in the existing speed limit is required. Condition 2 is when worksite conditions require a reduction of the speed limit through the designated Work Zone. Properly marking a Highway Work Zone shall include the following minimum requirements:

1. NO REDUCTION IN THE EXISTING POSTED SPEED LIMIT IN HIGHWAY WORK ZONE:

   a) Signage (Detail 150-HWZ-1) shall be posted at the beginning point of the Highway Work Zone warning the traveling public that increased penalties for speeding violations are in effect. The HWZ-2 sign shall be placed a minimum of six hundred (600') feet in advance of the Highway Work Zone and shall not be placed more than one thousand (1000') feet in advance of the Work Zone. If no speed reduction is required it is recommended that the HWZ-2 be placed at seven hundred and fifty (750') feet from the work area between the ROAD WORK five hundred (500') FT. and the ROAD WORK one thousand (1000') FT. signs.

   HWZ-2 signs shall be placed at intervals not to exceed one (1) mile for the length of the project. HWZ-2 signs should be placed on the mainline after all major intersections except State Routes. State Routes shall be signed as per the requirements for intersecting roadways below.

   b) The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.

   c) INTERSECTING ROADWAYS: Intersecting state routes shall be signed in advance of each intersection with the Work Zone with a HWZ-2 sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the

intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with HWZ-2 signs. As soon as the work operation clears the intersection the signage may be removed.

d) Sign HWZ-3 shall be posted at the end of the Highway Work Zone indicating the end of the zone and indicating that increased penalties for speeding violations are no longer in effect.

e) When a designated Highway Work Zone is no longer necessary all signs shall be removed immediately.

2. REDUCING THE SPEED LIMIT IN A HIGHWAY WORK ZONE:

Highway Work Zone signs shall be posted as required in Condition 1 above.

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

Speed Limit signage (R2-1) for the reduced speed limit shall be erected at the beginning of the work zone. Additional signs shall be placed to ensure that the maximum spacing of the reduced speed limit signs shall be no greater than one (1) mile apart. Existing speed limit signs shall be covered or removed. On multi-lane divided highways the speed limit signs shall be double indicated when the reduced speed is in use.

When any one or more of the following conditions exist and the existing speed limit is sixty-five (65) mph or seventy (70) mph, the speed limit shall be reduced by ten (10) mph. If the existing speed limit is sixty (60) mph, the speed limit should be reduced by five (5) mph. If the existing speed limit is fifty-five (55) mph or less, the Contractor can only reduce the speed limit with the prior approval of the Engineer. The reduction in the speed limit shall be no greater than ten (10) mph:

a) Lane closure(s) of any type and any duration.

b) The difference in elevation exceeds two (2) inches adjacent to a travel lane as shown in Subsection 150.06, Detail 150-B, Detail 150-C.

c) Any areas where equipment or workers are within ten (10') feet of a travel lane.

d) Temporary portable concrete barriers located less than two (2') feet from the traveled way.

e) As directed by the Engineer for conditions distinctive to this project.

When the above conditions are not present the speed limit shall be immediately returned to the existing posted speed limit. A speed reduction shall not be put in place for the entire length of the project unless conditions warranting the speed reduction are present for the entire project length. All existing speed limit signs within the temporary speed reduction zone shall be

covered or removed while the temporary reduction in the speed limit is in effect. All signs shall be erected to comply with the minimum requirements of the MUTCD.

As a minimum the following records shall be kept by the WTCS:

a) Identify the need for the reduction.

b) Record the time of the installation and removal of the temporary reduction.

c) Fully describe the location and limits of the reduced speed zone.

d) Document any accident that occurs during the time of the reduction.

A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

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

When a pilot vehicle is used on a two-lane two-way roadway the speed limit should not be reduced. For special conditions specific to the work, on two-lane two-way roadways or multi-lane highways, the contractor may reduce the posted speed limit with the prior approval of the Engineer.

5. MILLED SURFACE RESTRICTIONS:

Unless modified by the special conditions, a milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds thirty (30) calendar days.

6. INSTALLATION/REMOVAL OF WORK AREA SIGNAGE:

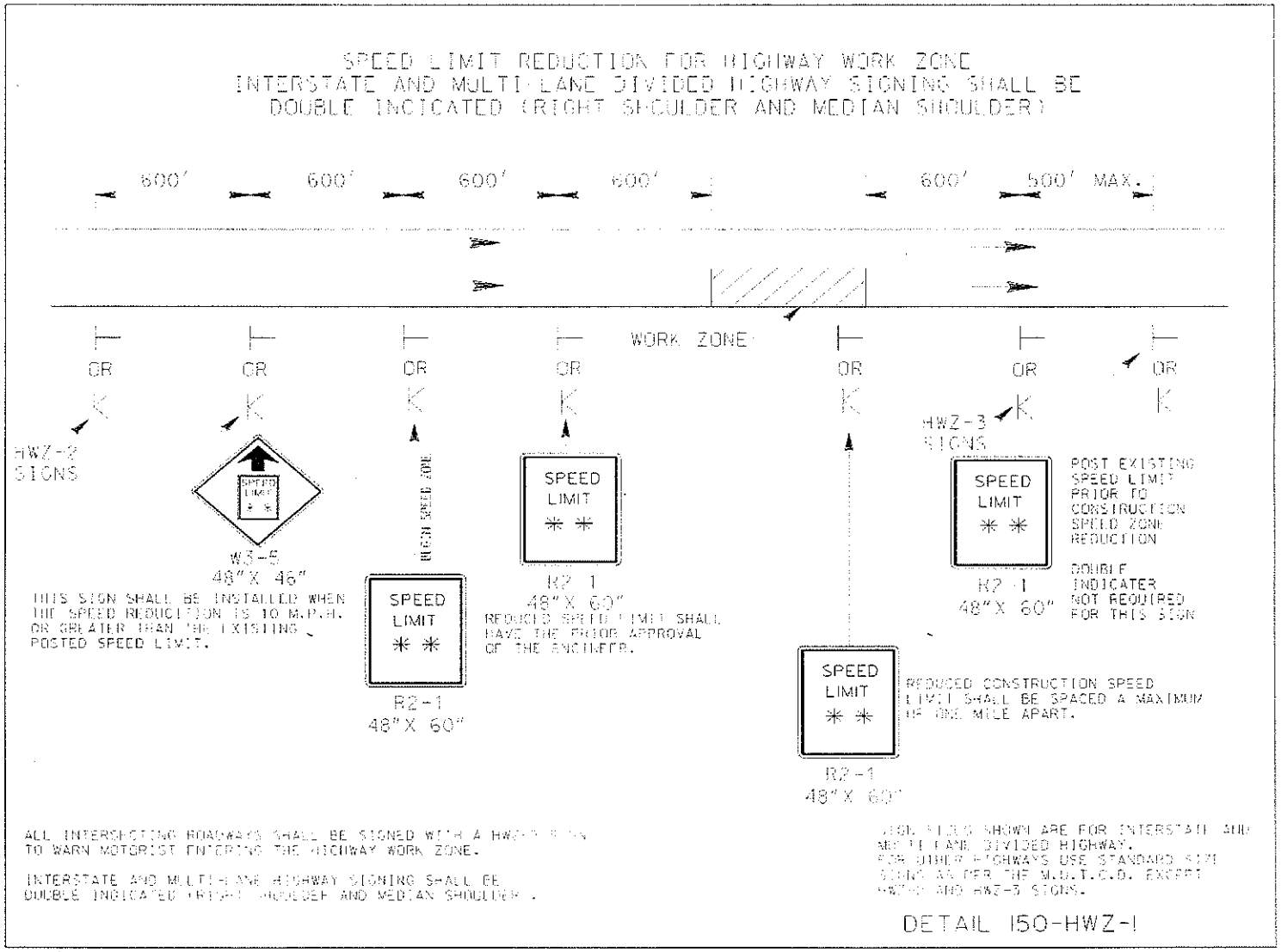
No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven (7) calendar days after beginning installation.

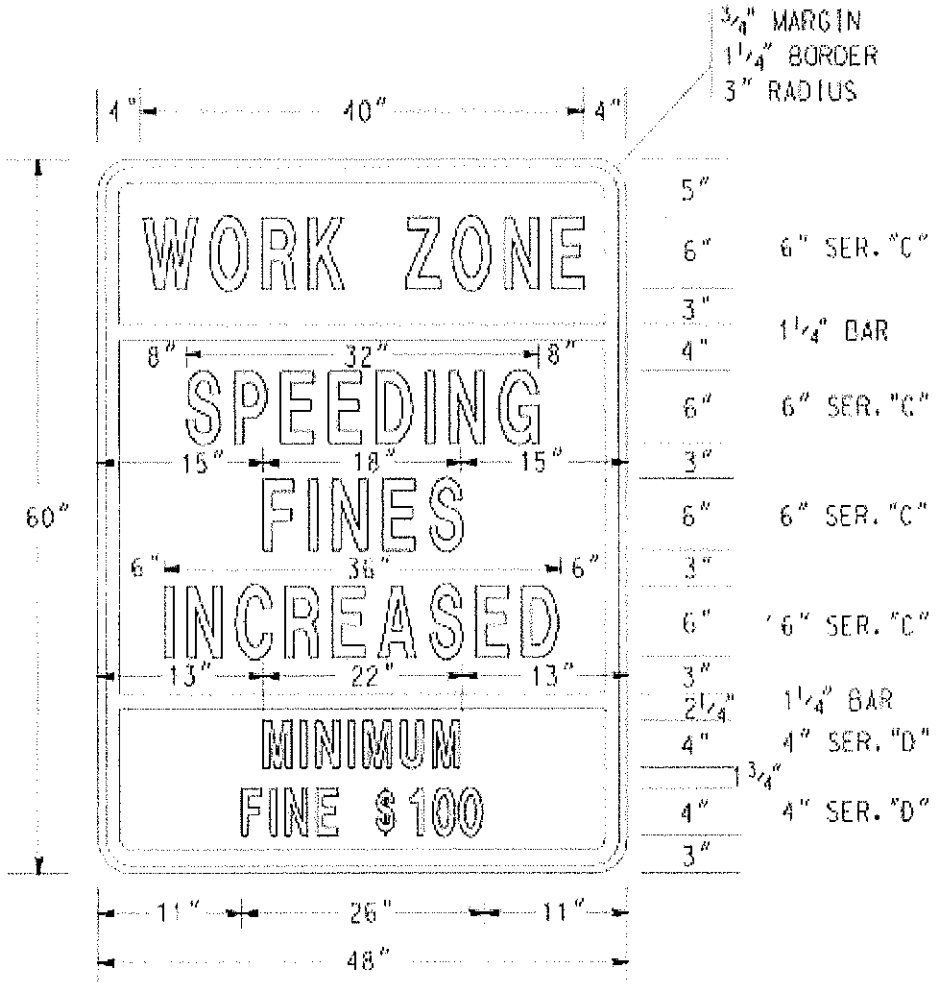
All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

PUNCHLIST WORK: Portable signs shall be utilized to accomplish the completion of all punchlist items. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the punchlist work except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the punchlist work is in progress.

Failure to promptly remove the construction warning signs within the seven (7) calendar days after the completion of the Work or failure to remove or cover signs when work is suspended for short periods of time shall be considered as nonperformance under Subsection 150.08.


SPEED LIMIT REDUCTION FOR HIGHWAY WORK ZONE
INTERSTATE AND MULTI-LANE DIVIDED HIGHWAY SIGNING SHALL BE
DOUBLE INDICATED (RIGHT SHOULDER AND MEDIAN SHOULDER)
600'
600'
600'
600'
600'
500' MAX.
WORK ZONE
OR
HWZ-2
SIGNS
W3-5
48"X 46"
THIS SIGN SHALL BE INSTALLED WHEN THE SPEED REDUCTION IS 10 M.P.H. OR GREATER THAN THE EXISTING POSTED SPEED LIMIT.
SPEED LIMIT
* *
R2-1
48"X 60"
REDUCED SPEED ZONE
R2-1
48"X 60"
REDUCED SPEED LIMIT SHALL HAVE THE PRIOR APPROVAL OF THE ENGINEER.
R2-1
48"X 60"
REDUCED CONSTRUCTION SPEED LIMIT SHALL BE SPACED A MAXIMUM OF ONE MILE APART.
HWZ-3
SIGNS
R2-1
48"X 60"
POST EXISTING SPEED LIMIT PRIOR TO CONSTRUCTION SPEED ZONE REDUCTION
DOUBLE INDICATER NOT REQUIRED FOR THIS SIGN
ALL INTERSECTING ROADWAYS SHALL BE SIGNED WITH A HWZ-2 SIGN TO WARN MOTORIST ENTERING THE HIGHWAY WORK ZONE.
INTERSTATE AND MULTI-LANE HIGHWAY SIGNING SHALL BE DOUBLE INDICATED (RIGHT SHOULDER AND MEDIAN SHOULDER).
SIGN SIZES SHOWN ARE FOR INTERSTATE AND MULTI-LANE DIVIDED HIGHWAY.
FOR OTHER HIGHWAYS USE STANDARD SIZE SIGNS AS PER THE M.U.T.C.D. EXCEPT HWZ-2 AND HWZ-3 SIGNS.
DETAIL 150-HWZ-1



HWZ-2

COLORS

TOP PANEL

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - FLUORESENT ORANGE (ASTM TYPE VII, VIII, IX or X)

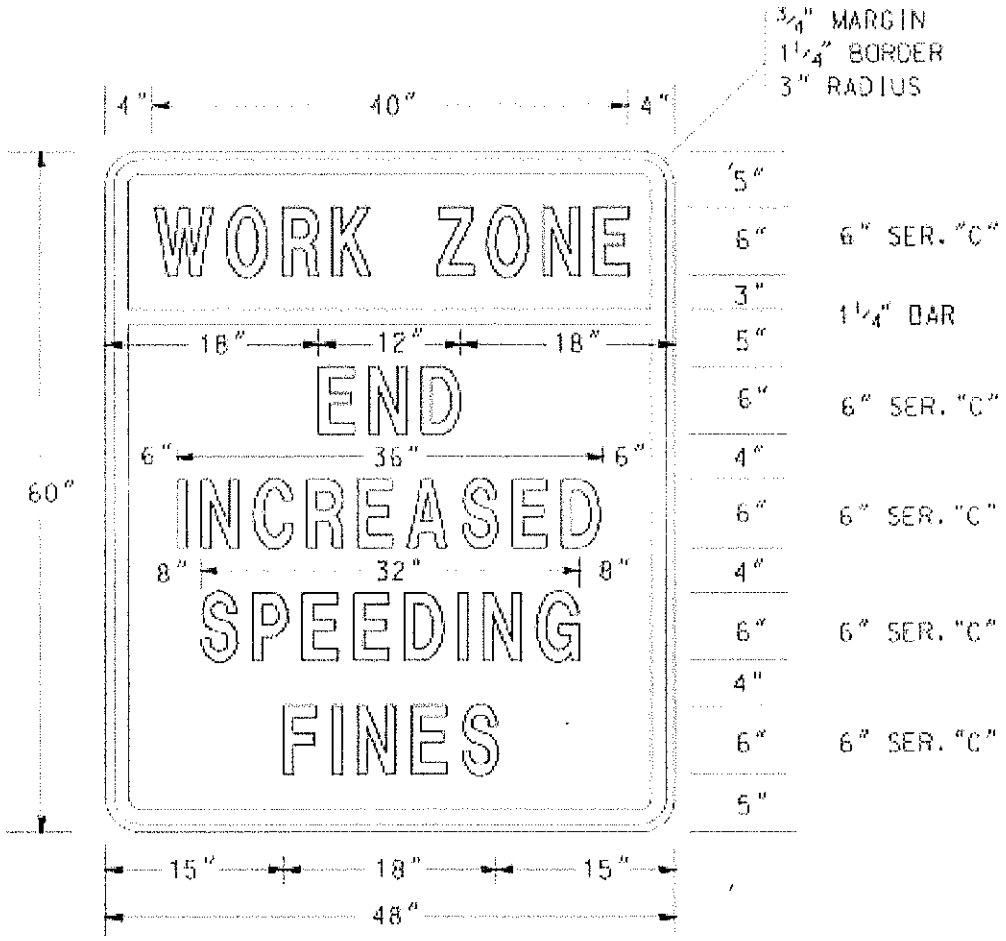
MIDDLE & BOTTOM PANELS

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - WHITE (ASTM TYPE III OR IV REFL SHEETING)

NOTES:

1. ALL HWZ-2 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-2 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.



HWZ-3

COLORS

TOP PANEL

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

BOTTOM PANEL

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

NOTES:

1. ALL HWZ-3 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-3 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.

C. LANE CLOSURES:

1. Approval/Restrictions

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

a. The length of a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of a lane closure based upon field conditions however the length of a workzone should be held to the minimum length required to accomplish the Work. Lane closures shall not be spaced closer than one mile. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

b. Lane closures that require same direction traffic to be split around the Work Area will not be approved for roadways with posted speeds of thirty-five (35) mph or greater, excluding turn lanes.

c. For Interstate, Limited Access and Multi-lane Divided Highways, a Portable Changeable Message Sign (PCMS) shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one mile ahead. The Portable Changeable Message Sign (PCMS) shall be placed on the outside shoulder in accordance with Detail 150-PCMS. This is in addition to the other traffic control devices required by Standard 9106.

2. Removal Of Lane Closures

To provide the greatest possible convenience to the public in accordance with Sub-Subsection 107.07, the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer. All portable signs and portable sign mounting devices shall be removed from the roadway to an area which will not allow the sign to be visible and will not allow the sign or sign mounting device to be impacted by traffic.

3. Exit And Entrance Ramps

On multilane highways where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have channelization devices placed on both sides of the ramp. This requirement will apply to any situation where traffic is shifted to contra flows or inside staging lanes to facilitate reconstruction work in the vicinity of exit and entrance ramps. The temporary ramp taper length shall be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. The "EXIT OPEN" sign shown in Figure TA-42 of the MUTCD shall be utilized. For exit ramps, channelization device spacing shall be decreased to 10 feet for 200 feet in advance of the temporary gore, and be decreased to ten (10') feet for the first one hundred (100') feet of the temporary gore.

4. Lane Drop/Lane Closure

The first seven (7) calendar days of any lane closure shall be signed and marked as per Standard 9106 or 9107. However, lane closures that exist for a duration longer than seven (7) calendar days may be signed and marked as per the details in Standard 9121, provided the prior approval of the Engineer is obtained. The approved lane drop shall utilize only the signs and markings shown for the termination end of the lane drop in Standard 9121. All warning signs in the lane drop sequence shall be used. Drums may be substituted for the Type I Crystal Delineators at the same spacing.

5. Termination Area

The transition to normal or full width highway at the end of a lane closure shall be a maximum of one hundred and fifty (150') feet.

D. TRAFFIC PACING METHOD:

1. Pacing Of Traffic

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

a. Placing bridge members or other bridge work.

b. Placing overhead sign structures.

c. Other work items requiring interruption of traffic.

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

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

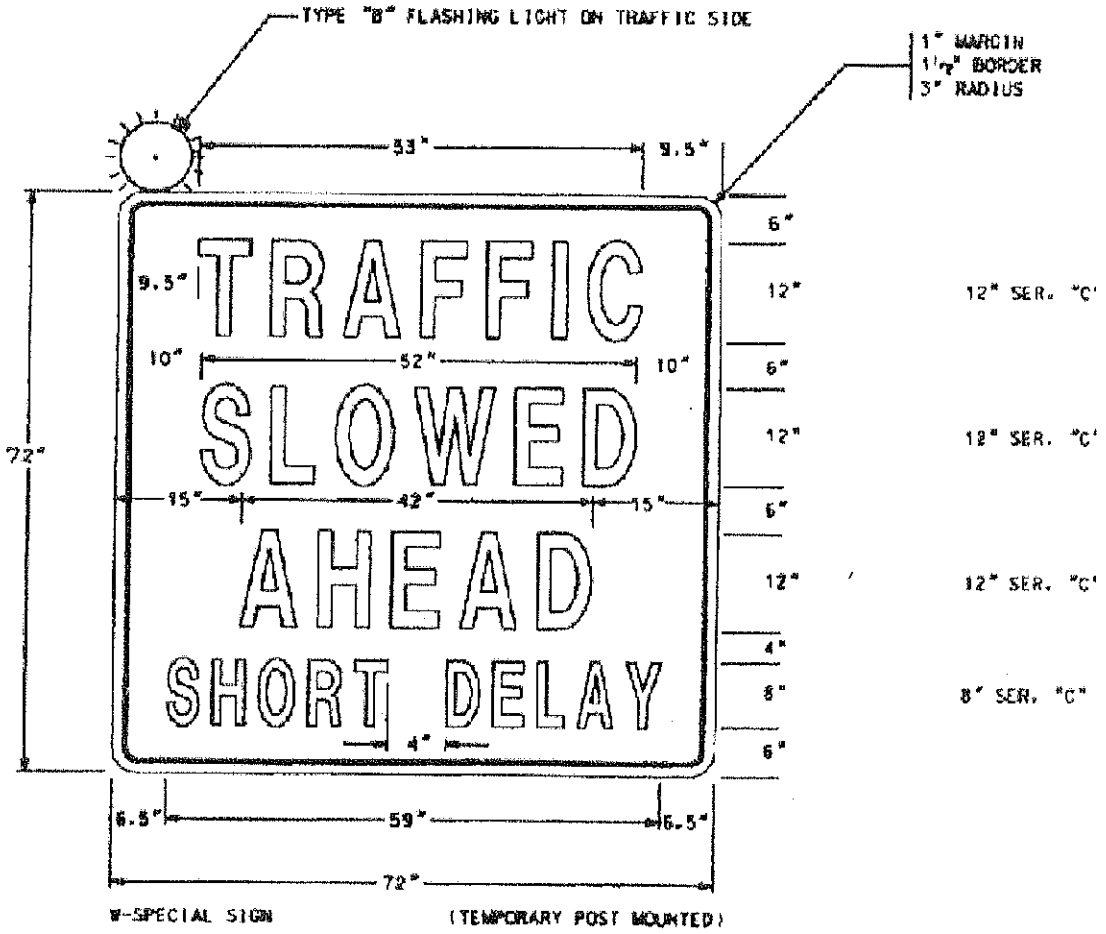
Pilot vehicles shall travel at a safe pace speed, desirably not less than twenty (20) mph interstate and ten (10) mph non-interstate. The Contractor shall provide a vehicle to proceed in front of the police vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles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

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

2. Methods Of Signing For Traffic Pacing

At a point not less than one thousand (1,000') feet in advance of the beginning point of the pace, the Contractor shall erect and cover a W-special sign (72 inch x 72 inch) with a Type "B" flashing light, with the legend "TRAFFIC SLOWED AHEAD SHORT

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



DETAIL 150-A

E. CONSTRUCTION VEHICLE TRAFFIC

The Contractor's vehicles shall travel in the direction of normal roadway traffic and shall not reverse direction except at intersections, interchanges, or approved temporary crossings. The Contractor may submit a plan requesting that construction traffic be allowed

to travel in the opposite direction of normal traffic when it would be desirable to modify traffic patterns to accommodate specific construction activities.

Prior approval of the Engineer shall be obtained before any construction traffic is allowed to travel in a reverse direction. If the Contractor's submittal is approved the construction traffic shall be separated from normal traffic by appropriate traffic control devices.

F. ENVIRONMENTAL IMPACTS TO THE TEMPORARY TRAFFIC CONTROL (TTC) PLAN

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

Areas within the limits of the project which are determined by the Engineer to be disturbed or damaged due either directly or indirectly from the progress or the lack of progress of the work shall be cleaned up, redressed, and regrassed. All surplus materials shall be removed and disposed of as required. Surplus materials shall be disposed of in accordance with Section 201 of the Specifications.

G. EXISTING STREET LIGHTS

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

H. NIGHTWORK

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

I. CONSTRUCTION VEHICLES IN THE WORKZONE

The parking of Contractor's and/or workers personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the Worksite Traffic Control Supervisor to ensure that any vehicle present at the worksite is necessary for the completion of the work.

J. ENCROACHMENTS ON THE TRAVELED-WAY

The Worksite Traffic Control Supervisor (WTCS) shall monitor the work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the travelway. These items shall be stored in a location, in so far as practical, where they will not be subject to a vehicle running off the road and striking them.

K. PEDESTRIAN CONSIDERATIONS

All existing pedestrian facilities, including access to transit stops, shall be maintained. Where pedestrian routes are closed, alternate routes shall be provided. Closures of existing, interim and final pedestrian facilities shall have the prior written approval of the Engineer. When

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

Temporary Traffic Control devices used to delineate a Temporary Traffic Control zone pedestrian walkway shall be in compliance with Subsection 150.01.E. Temporary Traffic Control devices and construction material shall not intrude into the usable width of the pedestrian walkway. Signs and other devices shall be placed such that they do not narrow or restrict any pedestrian passage to less than forty-eight (48'') inches.

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

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

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

Temporary Pedestrian Facilities

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

a. Temporary Walkways with Detectable Edging

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

Temporary walkways shall include detectable edging as defined in the MUTCD. When temporary traffic barrier is included as a pay item in the contract and where locations identified on the plans for positive protection will also allow them to serve as pedestrian detectable edging, payment will be made for the temporary traffic barrier in accordance with Section 622. No payment will be made for temporary walkways with Detectable Edging where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized as temporary walkways. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavements shall be included in Traffic Control-Lump Sum.

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

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

The contractor may propose alternate types of Temporary Walkways provided the contractor can document that the proposed walkway meets the requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". Alternate types of Temporary Walkways shall have the prior written approval of the engineer.

Temporary walkways shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The contractor shall construct and maintain the walkway to ensure that joints in the walkway have a vertical difference in elevation of no more than one quarter (1/4") of an inch and that the horizontal joints have gaps no greater than one half (1/2") of an inch. The grade of the temporary walkway should parallel the grade of the existing walkway or roadway and the cross slope should be no greater than two percent (2%).

A width of sixty (60") inches, if practical, should be provided throughout the entire length of any temporary walkway. The temporary walkway shall be a minimum width of forty eight inches (48"). When it is not possible to maintain a minimum width of sixty inches (60") throughout the entire length of temporary walkway, a sixty inch (60") by sixty inch (60") passing space should be provided at least every two hundred feet (200 Ft.), to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to Section 209. Furnish and install any needed temporary pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials and restore the area to the original conditions or as shown in the plans.

b. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps shall be constructed in accordance with Section 441 and Detail A-3. Ramps shall also include a detectable warning surface in accordance with Detail A-4. Other types of material for the construction of the temporary curb cut wheelchair ramps, including the detectable warning surface, may be used provided the contractor can provide documentation that the material to be used meets the requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". When a wheelchair ramp is no longer required, remove the temporary materials and restore the area to existing conditions or as shown in the plans. For the items required to restore the area to original conditions or as shown in the plans, measures for payment shall be covered by contract pay items. If pay items are not included in the contract, then payment for these items shall be included in Traffic Control-Lump Sum.

c. Temporary Audible Information Device

Temporary audible information devices, when shown in the plans, shall be installed in compliance with the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". The devices shall be installed in accordance with the manufacturer's recommendations. Prior to installation, the contractor shall provide the engineer with a set of manufacturer's drawings detailing the proper installation procedures for each device. When no longer required, the devices shall remain the property of the contractor.

L. TRAFFIC SIGNALS

If the sequence of operations, staging, or the temporary traffic control plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of Lump Sum- Traffic Control. The contractor becomes responsible for the maintenance of these traffic signals from the time that the system is modified until final acceptance. The maintenance of traffic signals that are not a part of the work and are not in conflict with any portion of the work shall not be the responsibility of the contractor.

When construction operations necessitate an existing traffic signal to be out of service, the Contractor shall furnish off-duty police officers to regulate and maintain traffic control at the site. Off-duty police officers should be used to regulate and maintain traffic control at signal sites when lane closures or traffic shifts block or restrict movements causing interference with normal road user flows and will not allow the activated traffic signal to guide the traffic through the signal site.

M. REMOVAL/REINSTALLATION OF MISCELLANEOUS ITEMS

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by specific pay item, they shall be removed, stored and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.

N. Signalized Intersections

Off duty police officers shall be used to regulate and maintain traffic control at functioning signalized intersections when lane closures or traffic shifts block or restrict movements causing interference with road user flows and will not allow the activated traffic signal to guide the traffic through the signal site. This work is considered incidental and shall be included in the overall price bid for traffic control.

150.03 SIGNS:

A. SIGNING REQUIREMENTS OF THE TEMPORARY TRAFFIC CONTROL (TTC) PLAN

When existing regulatory, warning or guide signs are required for proper traffic and pedestrian control the Contractor shall maintain these signs in accordance with the temporary traffic control (TTC) plan. The Contractor shall review the status of all existing signs, interim signs added to the work, and permanent sign installations that are part of the work to eliminate any conflicting or non-applicable signage in the TTC Plan. The Contractor's review of all signs in the TTC Plan shall establish compliance with the requirements of the MUTCD and Section 150. Any conflicts shall be reported to the Engineer immediately and the WTCS shall take the necessary measures to eliminate the conflict.

The Contractor shall make every effort to eliminate the use of interim signs as soon as the Work allows for the installation of permanent signs.

All existing illuminated signs shall remain lighted and be maintained by the Contractor.

Existing street name signs shall be maintained at street intersections.

B. CONFLICTING OR NON-APPLICABLE SIGNS

Any sign(s) or portions of a sign(s) that are not applicable to the TTC plan shall be covered so as not to be visible to traffic or shall be removed from the roadway when not in use. The WTCS shall review all traffic shifts and changes in the traffic patterns to ensure that all conflicting signs have been removed. The review shall confirm that the highest priority signs have been installed and that signs of lesser significance are not interfering with the

visibility of the high priority signs. High priority signs include signs for road closures, shifts, detours, lane closures and curves. Any signs, such as speed zones and speed limits, passing zones, littering fines and litter pick up, that reference activities that are not applicable due to the presence of the Work shall be removed, stored and reinstalled when the Work is completed.

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under Subsection 150.08.

C. REMOVAL OF EXISTING SIGNS AND SUPPORTS

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be stored and protected if this material will be required later in the work as part of the TTC plan. If the signs are not to be utilized in the work then the signs will become the property of the Contractor unless otherwise specified in the contract documents.

D. INTERIM GUIDE, WARNING AND REGULATORY SIGNS

Interim guide, warning, or regulatory signs required to direct traffic and pedestrians shall be furnished, installed, reused, and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, Special Conditions, or as directed by the Engineer. These signs shall remain the property of the Contractor. The bottom of all interim signs shall be mounted at least seven (7') feet above the level of the pavement edge when the signs are used for long-term stationary operations as defined by Section 6G.02 of the MUTCD. Special Conditions under Subsection 150.11 may modify this requirement.

Portable signs may be used when the duration of the work is less than three (3) days or as allowed by the special conditions in Subsection 150.11. Portable signs shall be used for all punchlist work. All portable signs and sign mounting devices utilized in work shall be NCHRP 350 compliant. Portable interim signs shall be mounted a minimum of one (1') foot above the level of the pavement edge for directional traffic of two (2) lanes or less and a minimum of seven (7') feet for directional traffic of three (3) or more lanes. Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements. Portable interim signs which are mounted at less than seven (7') feet in height may have two eighteen inch by eighteen inch (18 inch x 18 inch) fluorescent red-orange or orange-red warning flags mounted on each sign.

All regulatory sign blanks shall be rigid whether the sign is mounted as a portable sign, on a Type III barricade or as a permanent mount height sign.

Any permanent mount height interim sign that is designed to fold in half to cover a non-applicable message on the sign shall have reflectorized material on the folded over portion of the sign. The reflectorized material shall be orange in color with a minimum of ASTM Type I engineering grade sheeting with a minimum area of six inches by six inches (6" x 6") facing the direction of traffic at all times when the sign is folded.

Interim signs may be either English or metric dimensions.

E. EXISTING SPECIAL GUIDE SIGNS

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of Subsection 150.03.E.2. Differing legend designs shall not be mixed in the same sign.

1. Special Guide Signs

Special guide signs are those expressway or freeway guide signs that are designed with a message content (legend) that applies to a particular roadway location. When an existing special guide sign is in conflict with work to be performed, the Contractor shall remove the conflicting sign and reset it in a new, non-conflicting location which has been approved by the Engineer.

2. Interim Special Guide Signs

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Part 2E "Guide Signs Expressway" and Part 2F "Guide Signs Freeways" of the MUTCD, except that the minimum size of all letters and numerals in the names and places, streets and highways on all signs shall be sixteen (16'') inches Series "E" initial upper-case and twelve (12'') inches lower-case. All interstate shields on these signs shall be forty-eight (48'') inches and sixty (60'') inches for two-numeral and three-numeral routes, respectively.

The road name of the exit or route shield shall be placed on the exit gore sign.

3. Interim Overhead Guide Sign Structures

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required the sign shall be lighted as soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desired connection to the power source.

4. Permanent Special Guide Signs

The installation of new permanent special guide signs and the permanent modification or resetting of existing special guide signs, when included in the contract, shall be accomplished as soon as practical to minimize the use of interim special guide signs. If lighting is required by the Plans, all new permanent overhead special guide signs shall be lighted as soon as erected.

F. MATERIALS- INTERIM SIGNS:

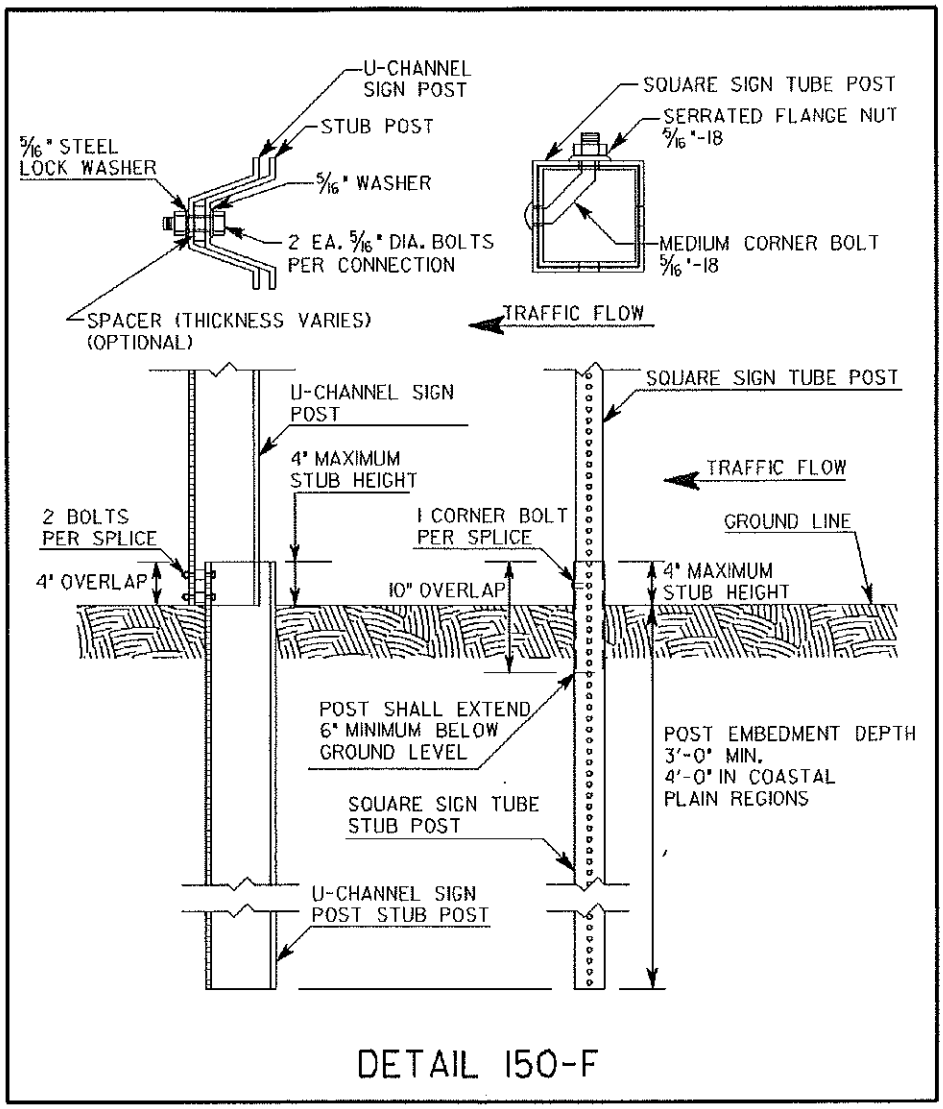
1. Posts

Permanent mounting height of seven (7') feet- Posts for all interim signs shall meet the requirements of Section 911 except that green or silver paint may be used in lieu of galvanization for steel posts or structural shape posts. Within the limits of a single project, all metal posts shall be the same color. Wood posts are not required to be pressure treated. Ground mounted sign(s) greater than nine (9) square feet shall be mounted on two (2) posts.

Interim posts may be either metric or English in dimensions.

Posts for all interim signs shall be constructed to yield upon impact unless the posts are protected by guardrail, portable barrier, impact attenuator or other type of positive barrier protection. Unprotected posts shall meet the breakaway requirements of the "1994 AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaries and Traffic Signals". Unprotected interim posts shall be spliced as shown in Detail 150-F unless full length unspliced posts are used.

Unprotected post splices will not be permitted any higher than four (4'') inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle. Installation of posts may require establishment of openings in existing pavements, islands, shoulders etc.



2. **Sign Blanks And Panels- Permanent mounting height of seven (7') feet-** All sign blanks and panels shall conform to Section 912 of the Specifications except that blanks and panels may be ferrous based or other metal alloys. Type 1 and Type 2 sign blanks shall have a minimum thickness of 0.08 inches regardless of the sign type used. Alternative sign blank materials (composites, poly carbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Research for use as interim construction signs before these materials are allowed to be incorporated into the work unless these rigid sign blanks are currently approved as a crashworthy sign blank material under QPL 34. The back side of sign panels shall be painted orange to prevent rust if other metals are used in lieu of aluminum. Plywood blanks or panels will not be permitted. The use of flexible signs will not be permitted for permanent mount height signs.

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

3. Portable Sign Mounting Devices, Portable Sign Blanks-

All portable sign mounting devices and sign blanks utilized in the work shall be NCHRP 350 Test Level III compliant. All portable sign mounting devices and sign blanks shall be from the Qualified Products List. Any sign or sign mounting device shall have an identifying decal, logo, or manufacturer's stamping that clearly identifies the device as NCHRP 350 compliant. The required decal, logo or manufacturer's stamping shall not be displayed on the message face of the sign. The Contractor may be required to provide certification from the Manufacturer as proof of NCHRP 350 compliance. All portable signs shall be mounted according to height requirements of Subsection 150.03.D.

G. SIGN VISIBILITY AND OFFSETS

All existing, interim and new permanent signs shall be installed so as to be completely visible for an advance distance in compliance with the MUTCD. Any clearing required for maintaining the line of sight to existing, interim or permanent signs shall be done as part of the requirements of the TTC plan. The clearing shall include any advance warning signs, both interim and permanent, that are installed as a part of the work including advance warning signs that are installed outside the limits of the project. Any sign installed behind W-beam or T-beam guardrail with non-breakaway posts shall be installed with the leading edge of the sign a minimum of four feet and three inches (4'3") behind the face of the guardrail with five feet (5') of clearance being desirable. Limbs, brush, construction equipment and materials shall be kept clear of the driver's line of sight to all signs that are part of the TTC plan.

H. ADVANCE WARNING SIGNS:

1. All Type Of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part VI of the MUTCD and shall include a series of at least three (3) advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

At grade intersecting roadways and on-ramps shall be signed with a minimum of one ROAD WORK AHEAD sign.

When work terminates at a "T" intersection, a minimum of one "ROAD WORK AHEAD" sign shall be placed in advance of the intersection and one "END ROAD WORK" sign shall be placed at the termination end of the intersection. Field conditions may require the use of additional warning signage.

Advanced Warning Signs on State Routes shall be a minimum dimension of forty-eight inches by forty-eight inches (48 inches x 48 inches). When a State Route intersects a project which consists of adding travel lanes, reconstructing an existing roadway or new location work, the State Route approaches shall have a minimum of three (W20-1) advanced warning signs (1500 ft., 1000 ft., 500 ft.). The termination end of an intersecting State Route shall have END ROAD WORK signage.

The W20-1 signs shall be placed at the termini of the project or sufficiently in advance of the termini to allow for lane shifts, lane closures and other activities which may also require advanced warning signs. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

The length of a workzone should be held to the minimum length required to accomplish the work. If a project has multiple individual worksites within the overall limits of the project, each site should be signed individually if the advance warning signs for each site can be installed without overlapping an adjacent worksite. As soon as the work is completed at any individual site the warning signs shall be removed from that site. Clean-up work and punchlist work shall be performed with portable signage.

Project mileage indicated on the G20-1 sign shall be the actual project mileage rounded up to the nearest whole mile. Projects less than two (2) miles in length or individual worksites that are part of a multiple worksite project may delete this sign. The G20-1 sign shall be 60" X 36" and the G20-2 sign shall be 48" X 24".

2. Interstate, Limited Access And Multilane Divided Highways

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multilane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the one-half (½) mile, one (1) mile and two (2) mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is 50 MPH or less, the one-half (½) mile, one (1) mile and two (2) mile signs should be eliminated especially in urban areas.

The W20-1 advance warning signs for ROAD WORK 500 FEET; 1000 FEET; and 1500 FEET shall be temporarily covered when work involving the advanced warning signs for lane shifts and lane closures overlap these signs. The ROAD WORK ONE-HALF ($^1/2$) MILE, ROAD WORK ONE (1) MILE, and ROAD WORK TWO (2) MILES shall be in place when the 500, 1000 and 1500 feet signs are temporarily covered.

When the temporary traffic control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 should be eliminated.

RAMP WORK ON LIMITED ACCESS HIGHWAYS: The workzone shall not be signed for the entire length of the mainline of a limited access highway when only short individual worksites, interchange or ramp work is being performed.

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the accel/decel lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1; 1500ft. /1000 ft. /500ft.) shall be installed

on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single forty-eight inch by forty-eight inch (48 inch X 48 inch) "RAMP WORK AHEAD" sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the decel lane. The "RAMP WORK AHEAD" sign shall be mounted at seven (7') feet in height. Differences in elevation shall be in compliance with the requirements of Subsection 150.06 prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

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

I. PORTABLE CHANGEABLE MESSAGE SIGN

Unless specified as a paid item in the contract the use of a portable changeable message sign will not be required. When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of Section 632 and the MUTCD. The maximum amount of messages allowed to be flashed on one PCMS is two (2) phases (flashes). The language and the timing of the messages shall comply with the MUTCD and Section 632.

When used as an advanced device the PCMS should typically be placed ahead of the construction activities. If the PCMS is used as a substitute for another device then the requirements for the other device apply.

J. FLASHING BEACON

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of Section 647.

K. RUMBLE STRIP SIGNAGE

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

L. LOW/SOFT SHOULDER SIGNAGE

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

CONSTRUCTION/RECONSTRUCTION PROJECTS:

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

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Low/Soft" signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be orange with black borders and meet the reflectorization requirements of Subsection 150.01.D.

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

PROJECTS CONSISTING PRIMARILY OF ASPHALTIC CONCRETE RESURFACING ITEMS:

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

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

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

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

M. BUMP SIGNAGE:

MULTI-LANE DIVIDED HIGHWAYS: A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation of three quarters (3/4") of an inch or greater in depth with no horizontal taper to ramp the traffic from one elevation to the other. This condition typically occurs at approach slabs during pavement milling operations and at transverse joints in asphaltic pavement lifts.

TWO-LANE TWO-WAY HIGHWAYS: A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation that exceeds one and three quarters (1-3/4") inches in depth with no horizontal taper to ramp the traffic from one elevation to the other. This includes utility and storm drainage repairs that require concrete placement for patching and/or steel plating.

The (W8-1) sign shall be placed sufficiently in advance to warn the motorist of the condition.

N. PEDESTRIAN SIGNAGE:

Appropriate signs as described in the MUTCD shall be maintained to allow safe passage of pedestrian traffic or to advise pedestrians of walkway closures (Refer to MUTCD Figures TA-28 and TA-29 for guidance). Advance closure signing should be placed at intersections rather than midblock locations so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing. Signs and other devices mounted lower than seven (7') feet above the temporary pedestrian walkway shall not project more than four (4'') inches into, the accessible pedestrian facilities. Signs and other devices shall be placed such that they do not narrow any pedestrian passage to less than forty-eight (48'') inches.

150.04 PAVEMENT MARKINGS

A. GENERAL

Full pattern pavement markings in accordance with Section 652 and in conformance with Section 3A and 3B, except 3B.02, of the MUTCD are required on all courses before the roadway is opened to traffic. No passing zones shall be marked to conform to Subsection 150.04.E. During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

1. Resurfacing Projects

Pavement markings shall be provided on all surfaces that are placed over existing markings. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing unless changes or additions are noted in the Contract. The replacement of parking spaces will not be required unless a specific item or note has been included in the Contract. Any work to make additions to the markings that existed prior to resurfacing is to be considered as extra work.

2. Widening And Reconstruction Projects

If the lane configuration is altered from the preconstruction layout then pavement markings will be as required by the plans or the Engineer.

3. New Location Construction Projects

Pavement marking plans will be provided.

B. MATERIALS

All traffic striping applied under this Section shall be a minimum four (4'') inches in width or as shown in plans and shall conform to the requirements of Section 652, except as modified herein. Raised pavement markers (RPMs) shall meet the requirements of Section 654. Markings on the final surface course, which must be removed, shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

C. INSTALLATION AND REMOVAL OF PAVEMENT MARKINGS:

INSTALLATION: All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and pre-line the roadway surface for the placement of pavement markings applied as part of the temporary traffic control plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the work.

REMOVAL: Markings no longer applicable shall be removed in accordance with Subsection 656.3.05.

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

INTERMEDIATE SURFACE: Interim markings shall be removed by methods that will cause minimal damage to the pavement surface while also ensuring that traveling public will not be confused or misdirected by any residual markings remaining on the intermediate surface. The use of approved black-out tape and black-out paint (manufactured for the sole purpose of covering existing pavement markings) may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

FINAL SURFACE: No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings and the interim marking will not interfere or adversely affect placement of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. Subsection 400.3.06.C shall apply when corrective measures are required. The use of black-out tape or blackout paint will not be permitted under any circumstance to correct layout errors on any final surface.

Traffic shifts that are done on the final surface shall be accomplished using interim traffic marking tape that can be removed without any blemishing of the final surface. Interim traffic marking tape shall be used on any of the following final surfaces; asphaltic concrete, Portland cement concrete, and bridge deck surfaces. The contractor may propose alternate traffic markings and removal methods on the final surface. Submitted proposals shall include the type of material, method of removal and a cost comparison to the traffic marking tape method. Prior to any approval, the contractor shall field demonstrate to the satisfaction of the Engineer that the proposed traffic markings can be removed without any blemishing of the final surface. If the proposal is determined to be acceptable, a supplemental agreement will be executed prior to the installation of the proposed alternate traffic markings. The supplemental agreement shall denote the type of traffic marking materials, method of removal and any cost and/or time savings to the Department. The Department will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

PAY FACTOR REDUCTION FOR ASPHALTIC CONCRETE FINAL SURFACES: When the correction of an error in the layout of the final pavement markings requires the final surface to be grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

The eradication of pavement markings on intermediate and final concrete surfaces shall be accomplished by a method that does not grind, polish, or blemish the surface of the concrete. The method used for the removal of the interim markings shall not spall chip the joints in the concrete and shall not damage the sealant in the joints. Any joint or sealant repairs shall be included in the bid price for Traffic Control-Lump Sum. The proposed method of removal shall have the prior approval of the Engineer.

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance under Subsection 150.08.

PREPARATION AND PLANNING FOR TRAFFIC SHIFTS: When shifting of traffic necessitates removal of centerline, lane lines, or edge lines, all such lines shall be removed prior to, during, or immediately after any change so as to present the least interference with traffic. Interim traffic marking tape shall be used as a temporary substitute for the traffic markings being removed.

Before any change in traffic lane(s) alignment, marking removal equipment shall be present on the project for immediate use. If marking removal equipment failures occur, the equipment shall be repaired or replaced (including leasing equipment if necessary), so that the removal can be accomplished without delay.

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with Subsection 656.3.05.

D. RAISED PAVEMENT MARKERS

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

Raised pavement markers are not allowed on the right edge lines under any situation.

1. Interstate Highways

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

2. Multi-Lane Divided Highways

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

a. SUPPLEMENTING LANE LINES

Eighty (80') foot center on skip lines with curvature less than three (3) degrees. (Includes tangents)

Forty (40') foot centers on solid lines and all lines with curvature between three degrees and six (6) degrees.

Twenty (20') foot centers on curves over six (6) degrees.

Twenty (20') foot centers on lane transitions or shifts.

b. SUPPLEMENTING RAMP GORE LINES

Twenty (20') foot centers, two (2) each, placed side by side.

c. OTHER LINES

As shown on the plans or directed by the Engineer.

3. Other Highways

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

a. SUPPLEMENTING LANE LINES AND SOLID LINES

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

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

b. SUPPLEMENTING DOUBLE SOLID LINES

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

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

E. EXCEPTIONS FOR INTERIM MARKINGS

Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

1. Two-Lane, Two-Way Roadways

a. SKIP LINES

All interim skip (broken) stripe shall conform to Section 652 except that stripes shall be at least two (2') feet long with a maximum gap of thirty-eight (38') feet. On curves greater than six (6) degrees, a one (1')foot stripe with a maximum gap of nineteen (19') feet shall be used. In lane shift areas solid lines will be required. Interim skip lines shall be replaced with markings in full compliance with Section 652 prior to expiration of the fourteen (14) calendar day period.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two (2') foot interim skip stripe, three (3) markers spaced at equal intervals over a two (2') feet distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

Interim raised pavement markers shall be retro-reflective, shall be the same color as the pavement markers for which they are substituted, and shall be visible during daytime.

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Research but in no case will the markers be

attached by the use of nails. Flexible reflective markers, Type 14 or Type 15, may be used for a maximum of fourteen (14) calendar days as an interim marker. Any flexible reflective markers in use shall be from the qualified products list (QPL).

The interim raised pavement markers shall be maintained until the full pattern pavement markings are applied. At the time full pattern markings are applied the interim raised markers shall be removed in a manner that will not interfere with application of the full pattern pavement markings.

b. NO PASSING ZONES-TWO-LANE, TWO-WAY ROADWAYS

Passing zones shall be re-established in the locations existing prior to resurfacing. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three (3) calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1 24" x 30") at the beginning and at intervals not to exceed one-half (½) mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-1 24" x 30") shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall conform to the requirements of the MUTCD and shall be NCHRP 350 compliant. Portable signs shall be secured in such a manner to prevent misalignment and minimize the possibility of being blown over by weather conditions or traffic.

On new location projects and on projects where either horizontal or vertical alignments has been modified, the location of No-Passing Zones will be identified by the Engineer.

c. EDGELINES

1) Bituminous Surface Treatment Paving

Edgelines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than sixty (60) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edgelines shall be placed within thirty (30) calendar days of the time that the final surface was placed.

2) All Other Types of Pavement

Edgelines will not be required on intermediate surfaces that are in use for a period of less than thirty (30) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edgelines shall be placed within fourteen (14) calendar days of the time that the surface was placed.

2. Multi-Lane Highways – With No Paved Shoulder(S) Or Paved Shoulder(S) Four Feet Or Less

a. UNDIVIDED HIGHWAYS (INCLUDES PAVED CENTER TURN LANE)

1) Centerlines and No-Passing Barrier-Full Pattern centerlines and no-passing barriers shall be restored before opening to traffic.

2) Lanelines- Interim skip (broken) stripe as described in Subsection 150.04E.1.a. may be used for periods not to exceed three (3) calendar days. Skiplines are not permitted in lane shift areas. Solid lines shall be used.

3) Edgelines- Edgelines shall be placed on intermediate and final surfaces within three (3) calendar days of obliteration.

b. DIVIDED HIGHWAYS (GRASS OR RAISED MEDIAN)

1) Lanelines- Full pattern skip stripe shall be restored before opening to traffic. Skip lines are not permitted in lane shift areas. Solid lines shall be required.

2) Centerline/Edgeline- Solid lines shall be placed on intermediate and final surfaces within three (3) calendar days of obliteration.

3. Limited Access Roadways And Roadways With Paved Shoulders Greater Than Four (4) Feet

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

b. EDGELINES-

1) Asphaltic Concrete Pavement- Edgelines shall be placed on intermediate and final surfaces prior to opening to traffic.

2) Portland Cement Concrete Pavement- Edgelines shall be placed on any surface open to traffic no later than one (1) calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.

4. Ramps For Multi-Lane Divided Highways

A minimum of one (1) solid line edge stripe shall be placed on any intermediate surface of a ramp prior to opening the ramp to traffic. The other edge stripe may be omitted for a maximum period of three (3) calendar days on an intermediate surface. Appropriate channelization devices shall be spaced at a maximum of twenty-five (25') feet intervals until the other stripe has been installed.

The final surface shall have both stripes placed prior to opening the ramp to traffic.

5. MISCELLANEOUS PAVEMENT MARKINGS:

FINAL SURFACE: School zones, railroads, stop bars, symbols, words and other similar markings shall be placed on final surfaces conforming to Section 652 within fourteen (14) calendar days of completion of the final surface. Final markings shall conform to the type of pay item in the plans. When no pay item exists in the plans the final markings shall conform to Section 652 for painted markings.

INTERMEDIATE SURFACE: Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have the miscellaneous pavement markings

installed to conform to the requirement of Section 652. Under Subsection 150.11, Special Conditions, or as directed by the Engineer these markings may be eliminated.

F. MOBILE OPERATIONS

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

1. All Roadways

All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two (2) flashing or rotating beacons visible in all directions. All protection vehicles shall have an arrow panel mounted on the rear. All vehicles requiring an arrow panel shall have, as a minimum, a Type B panel. All vehicle mounted signs shall be mounted with the bottom of the sign a minimum height of forty-eight inches (48") above the pavement. All sign legends shall be covered or removed from view when work is not in progress.

2. Two-Lane Two-Way Roadways

a. Lead Vehicles

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

b. Work Vehicles

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

c. Protection Vehicles

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

3. MULTI-LANE ROADWAYS

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

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

150.05 CHANNELIZATION

A. GENERAL

Channelization shall clearly delineate the travel way through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travel way. Channelization shall be done in accordance with the plans and specifications, the MUTCD, and the following requirements.

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

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

a. DRUMS:

1) DESIGN: Drums shall meet the minimum requirement of the MUTCD and shall be reflectorized as required in Subsection 150.01.D. The upper edge of the top reflectorized stripe on the drum shall be located a minimum of thiry-three (33'') inches above the surface of the roadway. A minimum drum diameter of eighteen (18'') inches shall be maintained for a minimum of thirty-four (34'') inches above the roadway.

2) APPLICATION: Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.

3) TRANSITION TAPERS FOR LANE CLOSURES: Drums shall be used on all transition tapers. The minimum length for a merging taper for a lane closure on the travel way shall be as shown in Table 150-1:

TABLE 150-1

Posted Speed Limit, MPH	Lane Width 9 Feet	Lane Width 10 Feet	Lane Width 11 Feet	Lane Width 12 Feet	Maximum Drum Spacing in Tapers, (Feet)
	Minimum Taper Length (L) in Feet				
20	60	70	75	80	20
25	95	105	115	125	25
30	135	150	165	180	30
35	185	205	225	245	35
40	240	270	295	320	40
45	405	450	495	540	45
50	450	500	550	600	50
55	495	550	605	660	55
60	540	600	660	720	60
65	585	650	715	780	65
70	630	700	770	840	70
75	675	750	825	900	75

If site conditions require a longer taper then the taper shall be lengthened to fit particular individual situations.

The length of shifting tapers should be at least one-half (½) L.

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

Night time conditions: When a merge taper exists into the night all drums located in the taper shall have, for the length of the taper only, a six (6) inch fluorescent orange (ASTM Type VI, VII, VIII, IX or X) reflectorized top stripe on each drum. The top six (6) inch stripe may be temporarily attached to the drum while in use in a taper. The Engineer may allow the fluorescent orange reflectorized six (6) inch top stripe on each drum in a merging taper to remain in place during daylight hours provided there is a lane closure(s) with a continuous operation that begins during one nighttime period and ends during another nighttime period. All drums that have the six (6")inch top stripe permanently attached shall not be used for any other conditions.

Multiple Lane Closures:

(a) A maximum of one (1) lane at a time shall be closed with each merge taper.

(b) A minimum tangent length of two (2) L shall be installed between each individual lane closure taper.

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

(a) Forty (40') FOOT SPACING MAXIMUM

(1) For difference in elevation exceeding two (2") inches.

(2) For healed sections no steeper than four-to-one (4:1) as shown in Subsection 150.06, Detail 150-E.

(b) Eighty (80') FOOT SPACING MAXIMUM

(1) For difference in elevation of two (2") inches or less.

(2) Flush areas where equipment or workers are within ten (10') feet of the travel lane.

(c) Two hundred 200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten (10') feet from travel lane. Lateral offset clearance to be four (4') feet from the travel lane.

(1) For paved areas eight (8') feet or greater in width that are paved flush with a standard width travel lane.

(2) For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

REMOVAL OF DRUMS: Drums may be removed after shoulders are completed to typical section and grassed. Guardrail and other safety devices shall be installed and appropriate signs advising of conditions such as soft or low shoulder shall be posted before the drums are removed.

b. VERTICAL PANELS

1) DESGN: All vertical panels shall meet the minimum requirements of the MUTCD. All vertical panels shall have a minimum of two hundred and seventy (270) square inches of retro-reflective area facing the traffic and shall be mounted with the top of the reflective panel a minimum of thirty-six (36") inches above the roadway.

2) APPLICATION: Lane encroachment by the drum on the travel way should permit a remaining lane width of ten feet. When encroachment reduces the travel way to less than ten (10') feet, vertical panels shall be used to restore the travel way to ten (10') feet or greater. No other application of vertical panels will be permitted.

c. CONES

1) DESIGN: All cones shall be a minimum of twenty-eight (28'') inches in height

regardless of application and shall meet the requirement of the MUTCD. Reflectorization may be deleted from all cones.

2) APPLICATION: For longitudinal channelizing only, cones will be permitted for daylight closures or minor shifts. (Drums are required for all tapers.) The use of cones for nighttime work will not be permitted. Cones shall not be stored or allowed to be visible on the worksite during nighttime hours.

d. BARRICADES

1) DESIGN: Type III barricades shall meet the minimum requirements of the MUTCD and shall be reflectorized as required in Subsection 150.01.D. The Contractor has the option of choosing Type III barricades from the Qualified Products List or the Contractor may utilize generic barricades that are approved by the Federal Highway Administration (FHWA). When barricades have been specifically crash tested with signs attached, the contractor has the responsibility to attach the signs as per the manufacturer's recommendations to ensure crashworthiness. If signs are attached to generic barricades or to barricades from the Qualified Products List (QPL) that have not been crash tested with signs attached then the responsibility for crashworthiness and the liability for mounting these signs to the barricades are assumed by the Contractor and the Contractor shall certify that the barricades are crashworthy under FHWA work zone guidelines for NCHRP 350 crashworthy compliance. Any generic barricades used in the work shall be stamped or stenciled to show compliance with NCHRP 350. The use of Type I and Type II barricades will not be permitted.

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

When a barricade is placed so that it is subject to side impact from a vehicle, a drum shall be placed at the side of the barricade to add target value to the barricade.

e. WARNING LIGHTS:

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

2) APPLICATION

(a) Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Flashing lights are not required for advance warning signs in Subsection 150.03.H.

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

f. TEMPORARY BARRIERS

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

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

   The reflectors shall be one hundred (100) square inches (ASTM Type VII or VIII) reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two (2") inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gap in the barrier sections.

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

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

B. PORTABLE IMPACT ATTENUATORS:

1. DESCRIPTION

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

2. MATERIALS

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

3. CONSTRUCTION

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

C. TEMPORARY GUARDRAIL ANCHORAGE- Type 12:

1. DESCRIPTION

This work consists of the furnishing, installation, maintenance and removal or Temporary Guardrail Anchorage- Type 12 used for Portable Barrier or temporary guardrail end treatment.

2. MATERIALS

Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of Subsection 641.2 of the Specifications and current Georgia Standards and may be new or used. Materials salvaged from the Project which meet the requirements of Standards may be utilized if available. The use of any salvaged materials will require prior approval of the Engineer.

3. CONSTRUCTION

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and Subsection 641.3 of the Specifications. Installation shall also include sufficient additional guardrail and appurtenances to effect the transition and connection to Temporary Concrete Barrier as required by the details in Georgia Standard 4960.

150.06 DIFFERENCES IN ELEVATION BETWEEN TRAVEL LANES AND SHOULDERS (SEE SUBSECTION 150.06.G FOR PROJECTS CONSISTING PRIMARILY OF ASPHALTIC CONCRETE RESURFACING ITEMS)

Any type of work such as paving, grinding, trenching, or excavation that creates a difference in elevation between travel lanes or between the travelway and the shoulder shall not begin until the Contractor is prepared and able to continuously place the required typical section to within two inches (2") of the existing pavement elevation. For any areas that the two (2'') inches minimum difference in elevation cannot be accomplished the section shall be healed as shown in Detail 150-E. If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the work with minimal waste. Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the specifications for gradation and quality when the material is placed in the final location.

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

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

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

Any construction activity that reduces the width of a travel lane shall require the use of a W-20 sign with the legend "LEFT/RIGHT LANE NARROWS". Two twenty-four inch by twenty-four

inch (24" x 24") red or red/orange flags may be mounted above the W-20 sign. The W-20 sign shall be located on the side of the travel way that has been reduced in width just off the travel way edge of pavement. The W-20 sign shall be a minimum of five hundred (500') feet in advance of any channelization devices that encroach on the surface of travel way. A portable changeable message sign may be used in lieu of the W-20 sign.

GENERAL/TIME RESTRICTIONS:

A. STONE BASES, SOIL AGGREGATE BASE AND SOIL BASES

1. ALL HIGHWAYS

Differences in elevation of more than two (2) inches between surfaces carrying or adjacent to traffic will not be allowed for more than a twenty-four (24)hour period. A single length of excavated area that does not exceed one thousand (1000') feet in total length may be left open as a start up area for periods not to exceed forty-eight (48) hours provided the Contractor can demonstrate the ability to continuously excavate and backfill in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed.

2. LIMITED ACCESS HIGHWAY RAMPS (INTERSTATES):

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

B. ASPHALT BASES, BINDERS AND TOPPINGS

1. DIFFERENCES IN ELEVATION BETWEEN THE SURFACES OF ADJACENT TRAVELWAYS

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

a. Differences of two inches (2") or less may remain for a maximum period of fourteen (14) calendar days.

b. Differences of greater than two inches (2") shall be permitted for continuous operations only.

EMERGENCY SITUATIONS: Inclement weather, traffic accidents, and other events beyond the control of the Contractor may prevent the work from being completed as required above. The Contractor shall notify the Engineer in writing

stating the conditions and reasons that have prevented the Contractor from complying with the time limitations. The Contractor shall also outline a plan detailing immediate steps to complete the work. Failure to correct these conditions on the first calendar day that conditions will allow corrective work shall be considered as non-performance of Work under Subsection 150.08.

2. Differences in Elevation Between Asphalt Travel way and Paved Shoulders

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

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

Detail 150-C conditions will not be allowed for more than forty-eight (48) hours.

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

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

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

C. PORTLAND CEMENT CONCRETE

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

1. Cement Stabilized Base

Work adjacent to the traveled way shall be healed as per Detail 150-E within forty-eight (48) hours after the seven (7) calendar day curing period is complete for each section placed. During the placement and curing period, traffic control shall be in accordance Detail 150-B.

2. Asphaltic Concrete Base

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

3. **Concrete Paved Shoulders**

Concrete paved shoulders shall be placed within sixty (60) calendar days after the removal of each section of existing shoulder regardless of the type of base materials being placed on the shoulders. During the placement period, traffic control devices shall be in accordance with the appropriate detail based on the depth of the change in elevation. Differences in elevation of more than two (2") inches between the travel way and the shoulder will not be allowed for more than a twenty-four (24) hour period. A single length of excavated area that does not exceed one thousand (1000') feet in total length may be left open as a start up area for periods not to exceed forty-eight (48) hours provided the Contractor can demonstrate the ability to continuously excavate and backfill in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed. Any other disturbed shoulder areas shall be healed as in Detail 150-E.

4. **Asphaltic Concrete Shoulders**

NOT USED

D. MISCELLANEOUS ELEVATION DIFFERENTIALS FOR EXCAVATIONS ADJACENT TO THE TRAVELWAY

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

E. CONDUIT INSTALLATION IN PAVED AND DIRT SHOULDERS

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

1. Differences in Elevation of Two (2") Inches or Less

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

2. Differences in Elevation Greater Than Two (2") Inches

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

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

F. MODIFICATIONS TO TIME RESTRICTIONS

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

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

If the proposed shifting of the traffic to obtain a buffer space and maintain a minimum travel lane(s) of ten (10') feet requires the use of any existing paved shoulders then the cost of maintenance and repair of the existing paved shoulder(s) shall be the responsibility of the Contractor. The Contractor is responsible for the costs of maintenance and repairs even if the existing paved shoulder(s) is to be removed in a later stage of the work. Existing shoulders that have rumble strips shall have the rumble strips removed before the shoulder can be utilized as part of the travel lane. The cost of the removal of the rumble strips shall be done at no cost to the Department even if the shoulder is to be removed in a later stage of the work.

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

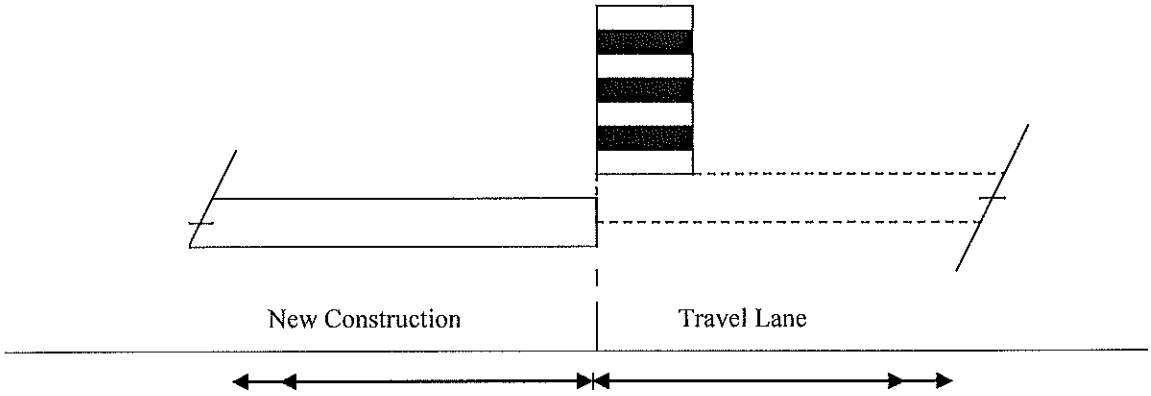
G. ASPHALTIC CONCRETE RESURFACING PROJECTS

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

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

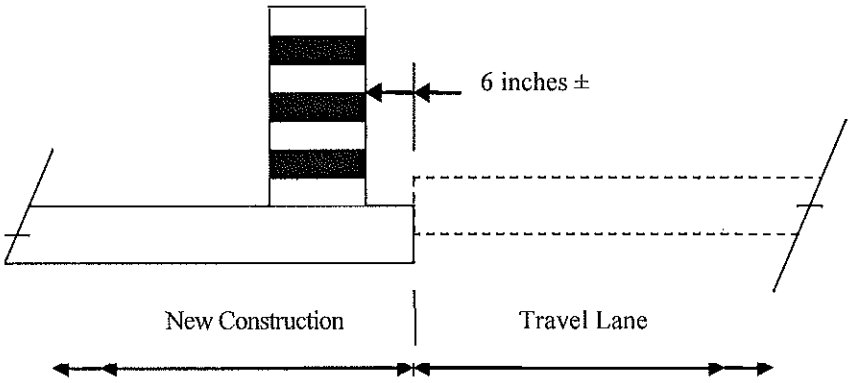
See Subsection 150.03.L for the requirements for "LOW/SOFT SHOULDERS" and "SHOULDER DROP-OFF" signage.

Location of drums when Elevation Difference exceeds four (4) inches. Drums spaced at twenty (20) foot intervals.
Note: If the travel way width is reduced to less than ten (10) feet by the use of drums, vertical panels shall be used in lieu of drums.



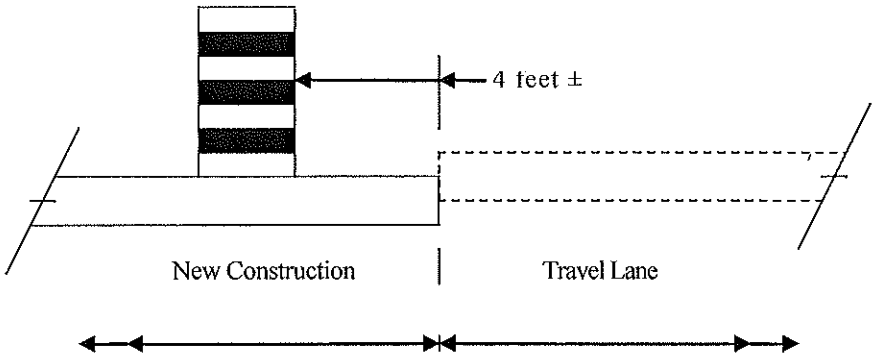
ELEVATION DIFFERENCE GREATER THAN FOUR (4) INCHES
DETAIL 150-B

Drums spaced at forty (40) foot intervals.	Location of drums when Elevation Difference is two (2)+ inches to four (4) inches.



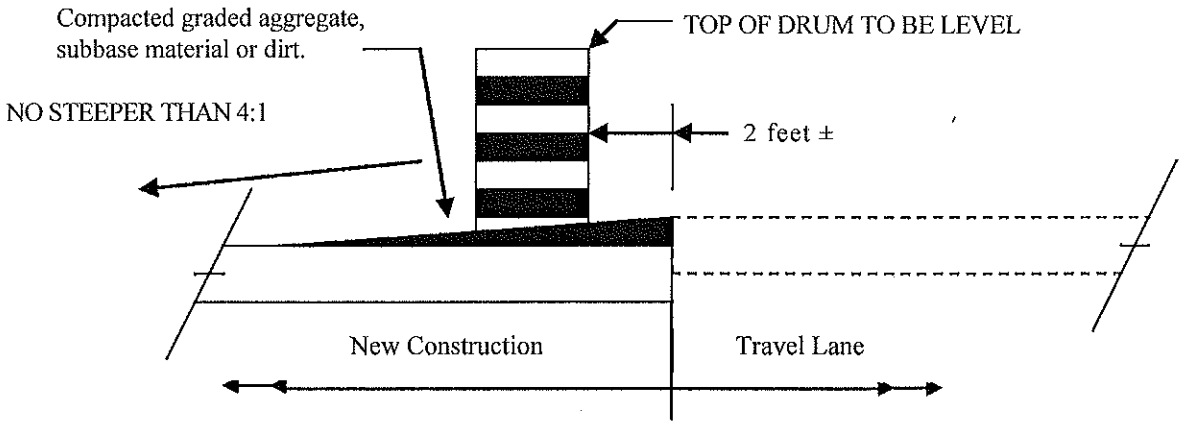
ELEVATION DIFFERENCE 2+ to 4 inches
DETAIL 150-C

Drums spaced at 80 foot intervals.	Location of drums when Elevation Difference is 2 inches or less.



ELEVATION DIFFERENCE OF 2 INCHES OR LESS
DETAIL 150-D

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



HEALED SECTION
DETAIL 150-E

150.07 FLAGGING AND PILOT CARS:

A. FLAGGERS

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

B. FLAGGER CERTIFICATION

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from one of the following organizations:

National Safety Council

Southern Safety Services

Construction Safety Consultants

Ivey Consultants

American Traffic Safety Services Association (ATSSA)

Certifications from other agencies will be accepted only if their training program has been approved by any one of the organizations listed above.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

C. FLAGGER APPEARANCE AND EQUIPMENT

Flaggers shall wear high-visibility clothing in compliance with Subsection 150.01.A. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two (2) as defined in the ANSI standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one thousand (1000) feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person. They shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, as a minimum, be twenty-four (24") inches square and red or red/orange in color. For night work, the vest shall have reflectorized stripes which meet the requirements of the MUTCD.

D. FLAGGER WARNING SIGNS

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

E. PILOT VEHICLE REQUIREMENTS

Pilot vehicles will be required during placement of bituminous surface treatment or asphaltic concrete on two-lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the MUTCD.

F. PORTABLE TEMPORARY TRAFFIC CONTROL SIGNALS

The Contractor may request, in writing, the substitution of portable temporary traffic control signals for flaggers on two-lane two-way roadways provided the temporary signals meets the requirements of the MUTCD, Section 647, and Subsection 150.02.A.8. As a part of this request, the Contractor shall also submit an alternate temporary traffic control plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

150.08 ENFORCEMENT

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 (TRAFFIC CONTROL) will result in non-refundable deductions of monies from the Contract as shown in this Subsection for nonperformance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project, except erosion control and traffic control, taking corrective action as specified in Subsection 105.15, and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	**To and Including**	**Daily Charge**
$0	$100,000	$200
$100,000	$1,000,000	$500
$1,000,000	$5,000,000	$1,000
$5,000,000	$20,000,000	$1,500
$20,000,000	$40,000,000	$2,000
$40,000,000	$ ----------	$3,000

150.08 MEASUREMENT

A. TRAFFIC CONTROL

When listed as a pay item in the Proposal, payment will be made at the Lump Sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of twenty-five percent (25%) of the Lump Sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus twenty-five percent (25%) will be paid (less previous payments), not to exceed one hundred percent (100%).

When no payment item for *Traffic Control-Lump Sum* is shown in the Proposal, all of the requirements of Section 150 and the Temporary Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submittal.

B. SIGNS

When shown as a pay item in the contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submitted.

1. Interim ground mounted or interim overhead special guide signs will be measured for payment by the square foot. This payment shall be full compensation for furnishing the signs, including supports as required, erecting, illuminating overhead signs, maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.
2. Remove and reset existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.
3. Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

C. TEMPORARY BARRIER

Temporary Barrier shall be measured as specified in Section 622.

D. CHANGEABLE MESSAGE SIGN, PORTABLE

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

E. TEMPORARY GUARDRAIL ANCHORAGE, Type 12

Temporary Guardrail Anchorage- Type 12 will be measured by each assembly, complete in place and accepted according to the details shown in the plans, which shall also include the

additional guardrail and appurtenances necessary for transition and connection to Temporary Concrete Barrier. Payment shall include all necessary materials, equipment, labor, site preparation, maintenance and removal.

F. TRAFFIC SIGNAL INSTALLATION- TEMPORARY

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

G. FLASHING BEACON ASSEMBLY

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

H. PORTABLE IMPACT ATTENUATORS

Each Portable Impact Attenuator will be measured by the unit/array which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacturer for repairing accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.

I. PAVEMENT MARKINGS

Pavement markings will be measured as specified in Section 150.

J. TEMPORARY WALKWAYS WITH DETECTABLE EDGING

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance and removal. Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

K. TEMPORARY CURB CUT WHEELCHAIR RAMPS

Temporary curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

L. TEMPORARY WALKWAYS WITH DETECTABLE EDGING

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance and removal.

Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

M. TEMPORARY CURB CUT WHEELCHAIR RAMPS

Temporary curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

N. TEMPORARY AUDIBLE INFORMATION DEVICE

Temporary audible information devices are measured as the actual number furnished and installed in accordance with the manufacturer's recommendations, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. Each temporary audible information device will be paid for only one time regardless of the number of times it's reused during the duration of The Work. These devices shall remain the property of the Contractor.

150.10 PAYMENT:

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

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

Item No. 150. Traffic Control, Solid Traffic Stripe _ Inch, (Color) ....per Linear Mile

Item No. 150. Traffic Control, Skip Traffic Stripe _ Inch, (Color) .....per Linear mile

Item No. 150. Traffic Control, Solid Traffic Stripe, Thermoplastic __Inch, (Color).....per Linear Mile

Item No. 150. Traffic Control, Skip Traffic Stripe, Thermoplastic _Inch, (Color) .....per Linear Mile

Item No. 150. Traffic Control, Pavement Arrow with Raised Reflectors..... per Each

Item No. 150. Traffic Control, Raised Pavement Markers-All Types.....per Each

Item No. 150. Interim Ground Mounted Special Guide Signs .....per Square Foot

Item No. 150. Interim Overhead Special Guide Signs ..... per Square Foot

Item No. 150. Remove & Reset Existing Special Guide Signs, Ground Mount,.....
Complete in Place.....per Each

Item No. 150. Remove & Reset, Existing Special Guide Signs, Overhead,.....
Complete in Place .....per Each

Item No. 150. Traffic Control, Portable Impact Attenuator .....per Each

Item No. 150. Traffic Control, Pavement Markers, Words and Symbols .....per Square Foot

Item No. 150. Traffic Control, Pavement Arrow (Painted) with Raised Reflectors per Each
Item No. 150. Traffic Control, Workzone Law Enforcement.....per Hour
Item No. 150. Modify Special Guide Sign, Ground Mount.....per Square Foot
Item No. 150. Modify Special Guide Sign, Overhead .....per Square Foot
Item No. 150. Temporary Walkways With Detectable Edging.....per Linear foot
Item No. 150. Temporary Curb Cut Wheelchair Ramps.....per Each
Item No. 150. Temporary Audible Information Device .....per Each
Item No. 620. Temporary Barrier .....per Linear Foot
Item No. 632. Changeable Message Sign, Portable .....per Each
Item No. 641. Temporary Guardrail Anchorage, Type 12 .....per Each
Item No. 647. Traffic Signal Installation, Temp .....Lump Sum
Item No. 647. Flashing Beacon Assembly, Structure Mounted .....per Each

END OF SECTION

SPECIAL PROVISION

Section 402—Hot Mix Recycled Asphaltic Concrete

Delete Subsection 402.5 and substitute the following:

402.5 Payment

The work performed and the materials furnished as described in this Specification will be paid for at the Contract Unit Price per ton (megagram). Payment is full compensation for providing materials, hauling and necessary crushing, processing, placing, rolling and finishing the recycled mixture, and providing labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling RAP or RAS material.

Payment will be made under:

Item No. 402	Recycled asphaltic concrete ___ mm Superpave, group-blend, including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete ___ mm Superpave, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete ___ mm Superpave, group-blend, including polymer-modified bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete ___ mm Superpave, Type__, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete_____mm mix, group-blend, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 402	_____in (mm) recycled asphaltic concrete type Superpave, group-blend, including bituminous materials	Per square yard (meter)
Item No. 402	_____in (mm) recycled asphaltic concrete type Superpave, group-blend, including bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	_____in (mm) recycled asphaltic concrete type Superpave, group-blend, including polymer-modified bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	_____in (mm) recycled asphaltic concrete ____mm mix, group-blend, including bituminous materials and hydrated lime	Per square yard (meter)
Item No. 402	Recycled asphaltic concrete patching including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete patching including bituminous materials and Hydrated lime	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete leveling including bituminous materials	Per ton (megagram)
Item No. 402	Recycled asphaltic concrete leveling including bituminous materials and hydrated lime	Per ton (megagram)

Asphalt Cement Price Adjustment payment or deductions will be made under:

Item No. 402	Asphalt Cement Price Adjustment	$ (+/-)

402.5.01 Adjustments

A. Determine Lot Acceptance

The control sieves used in the mixture acceptance schedule for the various types of mix are indicated below:

Control Sieves Used in the Mixture Acceptance Schedule	
Asphaltic concrete 25 mm Superpave	1/2 in., No. 8 (12.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 19 mm Superpave	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm Superpave	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 9.5 mm Superpave	No. 4, No. 8 (4.75 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 4.75 mm Mix	No. 8 (2.36 mm) sieve and asphalt cement

The Department will perform the following tasks:

1. Determine the mean of the deviations from the job mix formula per test results per lot.
2. Determine this mean by averaging the actual numeric value of the individual deviations from the job mix formula; disregard whether the deviations are positive or negative amounts.

B. Calculate Pavement Mean Air Voids

The Department will determine the percent of maximum air voids for each lot by dividing the pavement mean air voids by the maximum pavement mean air voids acceptable.

C. Asphaltic Concrete for Temporary Detours

Hot mix asphaltic concrete placed on temporary detours that will not remain in place as part of the permanent pavement does not require hydrated lime. Hot mix used for this purpose is paid for at an adjusted Contract Price.

Where the Contract Price of the asphaltic concrete for permanent pavement is let by the ton (megagram), the Contract Price for the asphaltic concrete placed on temporary detours is adjusted by subtracting $0.75/ton ($0.85/mg) of mix used.

Where the Contract price of the mix in the permanent pavement is based on the square yard (meter), obtain the adjusted price for the same mix used on the temporary detour by subtracting $0.04/yd^2 ($0.05/ m^2) per 1-in (25 mm) plan depth.

Further price adjustments required in Subsection 400.3.06, "Quality Acceptance," are based on the appropriate adjusted Contract Price for mix used in the temporary detour work.

D. Determine Lot Payment

If the Engineer determines that the material is not acceptable to leave in place, remove and replace the materials at the Contractor's expense.

E. Asphalt Cement Price Adjustment

1. **Formula:** The Asphalt Cement Price Adjustment will be computed on a ***monthly*** basis in accordance with the following:

   PA = Price Adjustment.

   APM = the "Monthly Asphalt Cement Price" for the month the hot mix asphalt is placed.

   APL = the "Monthly Asphalt Cement Price" for the month which the project was let.

   TMT = Total Monthly Tonnage of asphalt cement computed by the Engineer based on the Hot Mix Asphaltic Concrete of the various types per ton (megagram) certified for payment.

   a. If the asphalt cement price for the month is *greater* than the asphalt cement price for the month in which the project was let:

      PA = [((APM-APL)/APL) - 0.05] x TMT x APL

   b. If the asphalt cement price for the month is *less* than the asphalt cement price for the month in which the project was let:

      PA = [((APM-APL)/APL) + 0.05] x TMT x APL

2. **Price Adjustment Triggers**: No price adjustment shall be made on any hot mix asphalt placed on projects with less than three hundred and sixty-six (366) calendar days from the Contract Letting Date to the specified completion date. If the Original Contract contains three hundred and sixty-six (366) calendar days or more the Price Adjustment Trigger shall be made for any hot mix asphalt placed from the Contract Letting Date to the specified completion date. A price adjustment shall not be made until the APM is greater than five percent (5%) above or below the APL.

3. **"Monthly Asphalt Cement Price":** The Department will determine and publish a "Monthly Asphalt Cement Price" based on the following formulas:

   Monthly Asphalt Cement Price = (50% x NBAP) + (50% x LBAP); Where;

   NBAP = "National Base Asphalt Price", (in dollars/ton) is calculated based on arithmetic average of the previous four weeks "Posted Prices Asphalt Cement" for the "East Coast Market – GA/FL" as listed in the "ASPHALT WEEKLY MONITOR®" published by "Poten and Partners" or at www.poten.com.

LBAP = "Local Base Asphalt Price", (in dollars/ton) is based on the arithmetic average posted price of PG asphalt cement as specified in Section 820, from the Department's monthly survey obtained from approved asphalt cement suppliers of bituminous materials to the Department projects F.O.B. the suppliers terminal. However, the highest price and the lowest price are excluded from the calculation of average price, LBAP.

4. **"Asphalt Cement Quantity Calculation":** The calculation of asphalt cement quantity for each mix type will be based on the asphalt cement content (***AC %***) of the approved Job Mix Formula (JMF) as specified in Subsection 400.1.03.C. The following calculation formula will be used to determine asphalt cement quantity:

   Asphalt Cement Quantity = Hot Mix Asphaltic Concrete monthly total in tons (megagrams) per mix type certified for the payment x ***AC (%)***

   The Total Monthly Tonnage (TMT) of asphalt cement computed by the Engineer will be calculated as follows:

   TMT = Sum of all asphalt cement quantities, including polymer modified asphalt binder and non-modified

   asphalt cement, based on the Hot Mix Asphaltic Concrete of the various mix types per ton (megagram) certified for payment.

   Asphalt Cement Price for the Month (APM) will be adjusted monthly. Price adjustments (PA) will be made monthly and all calculations for Price Adjustments shall be performed by the Engineer as specified in SOP-39 "Determination of Asphalt Cement Index and Asphalt Cement Price Adjustment".

5. **"Other Restrictions":**

   a. No asphalt cement price adjustment will be made for cut-back, and emulsified asphalt when used for bituminous t tack coat.

   b. There is a cap of one hundred and twenty-five percent (125%) above the APL for any price adjustment.

   c. Unless specifically provided for by Supplemental Agreement or Contract Amendment, no further asphalt cement price adjustment will be made after ***the original Contract Time has expired.*** Irrespective of any other provision in the contract, for purposes of this specification, "Contract Time" does not include any time extensions or Supplemental Agreements which affect the completion of the Contract. The Asphalt Cement Price Adjustment for any hot mix asphalt placed after the original Contract Time expires will be computed based on the Monthly Asphalt Cement Price at the time the Contract Time has expired or the Monthly Asphalt Cement Price at the time the Contract was let, whichever is less.

SPECIAL PROVISION - MISCELLANEOUS MODIFICATIONS CONSTRUCTION CONTINGENCY

01 DESCRIPTION

This item shall consist of miscellaneous work to be accomplished at the direction of the Engineer. It shall include items of work consistent with and related to the project which are not shown on the plans but which may be necessary to the successful completion of the contract. It is expected that work under this item will be accomplished utilizing construction items established under the other sections of these specifications.

02 GENERAL PROCEDURES

A. All work performed under this section shall comply with the various sections of these specifications which are appropriate to the specific items involved. This work shall be further described, by the Engineer, in written form and/or on modifications to the contract drawings or on supplemental drawings. In any event, no work will be allowed under this section without the prior approval of the Engineer.

B. The Contractor shall include in its bid for this Project an allowance for "Miscellaneous Modifications" in an amount equal to ten percent (10%) of the bid amount.

03 MEASUREMENT AND PAYMENT

A. Measurement and payment for work accomplished under this section shall be in accordance with the various sections of these specifications corresponding to the specific items of work involved and where applicable, the contract unit price bid and accepted for these items.

B. In the event that work is proposed by the Owner using forces other than the Contractor, the Contractor shall be allowed a maximum markup of five percent (5%) for administration and coordination costs over and beyond the proposed cost of the work.

04 BASIS OF PAYMENT

Payment will be made under:

Miscellaneous Modifications – Per Allowance (refer to Schedule of Unit and Lump Sum Prices – Exhibit D).

END OF SECTION

EXHIBIT D

BID SCHEDULE AND PRICING INFORMATION

FC- 8471, Annual Contract for Milling, Resurfacing & Associated Activities

SCHEDULE OF UNIT & LUMP SUM (LS) PRICES

All pavement markings shall be MUTCD-compliant

ITEM CODE	DESCRIPTION	UNIT	BID UNIT PRICE	Cost Estimate	
				QUANTITTY	AMOUNT
150-10000	TRAFFIC CONTROL	LS (Lump Sum)		1	
402-1802	Recycle Asphalt Concrete Patching, Incl Bitum Mat & lime	TN (Ton)		2000	
402-3101	TN. RECYC. ASPH. 9.5MM	TN		38,000	
402-3101A	SURCHARGE PLUS BASE CHARGE FOR WEEKEND & HOLIDAY WORK TN. 9.5MM	TN		4,000	
402-3130	TN., RECYC. ASPH. 12.5MM	TN		5,000	
402-3130A	SURCHARGE PLUS BASE CHARGE FOR WEEKEND & HOLIDAY WORK TN. 12.5MM	TN		2,000	
413-1000	G.L. TACK COAT	GL (Gallon)		40,000	
413-1000A	SURCHARGE PLUS BASE CHARGE FOR WEEKEND & HOLIDAY WORKG TACK COAT	GL		10,000	
611-8140	ADJUSTMENTS TO MISC. ROADWAY STRUCTURES USING METAL OR POLY RISERS TO BE SUPPLIED BY THE CITY	EA (Each)		150	
611-8050	MANHOLE COVERS	EA		500	

432-5010A	S.Y. MILL ASPHALT 0-2"	SY (Square Yard)		400,000	
432-5010B	S.Y. MILL ASPHALT 2"-4"	SY		15,000	
432-5010C	SY MILL ASPHALT 4"-6"	SY		15,000	
432-5010D	WEEKEND HOLIDAYS SY MILL ASPHALT 0-2"	SY		50,000	
432-5010E	WEEKEND HOLIDAYS SY MILL ASPHALT 2"-4"	SY		50,000	
432-5010F	WEEKEND HOLIDAYS SY MILL ASPHALT 4"-6"	SY		10,000	
652-2501	SOLID TRAFFIC STRIPE 5" WHITE	LM (Linear Mile)		5	
652-2502	SOLID TRAFFIC STRIPE 5" YELLOW	LM		2	
652-3501	SKIP TRAFFIC STRIPE 5" WHITE	GLM (Gross Linear Mile)		4	
652-3502	SKIP TRAFFIC STRIPE 5" YELLOW	GLM		1	
652-9001	TRAFFIC STRIPE WHITE	SY		250	

652-9002	TRAFFIC STRIPE YELLOW	SY		100	
653-0120	THERMO MARKING ARROW TP-2	EA		150	
653-0150	THERMO MARKING ARROW TP-5	EA		150	
653-0170	THERMO MARKING ARROW TP-7	EA		150	
653-0210	THERMO MARKING ARROW TP-1	EA		150	
653-1501	THERMO SOLID STRIPE WHITE 5"	LF (Linear Feet)		46,600	
653-1502	THERMO DOUBLE SOLID YELLOW CENTERLINE	LF		25,450	
653-1704	THERMO SOLID STRIPE WHITE 24"	LF		2,000	
653-1804	THERMO SOLID STRIPE WHITE 8"	LF		2,000	
653-1906	THERMO SOLID STRIPE WHITE 6"	LF		10,000	
653-3501	THERMO SKIP STRIPE WHITE 5"	GLM		25,000	

653-6004	THERMO TRAFFIC STRIPING WHITE	SY		100	
653-6006	THERMO TRAFFIC STRIPING YELLOW	SY		100	
COA - 001	THERMO CROSSWALKS STRIPING WHITE	EA		250	
COA - 002	THERMO PARKING STALL STRIPING WHITE	EA		750	
COA - 003	LOOP DETECTOR REPAIR 6x6	EA		40	
COA - 004	LOOP DETECTOR REPAIR 6x40	EA		50	
COA - 005	LOOP DETECTOR REPAIR 6x50	EA		50	
COA - 006	WHEEL CHAIR RAMPS 6"	SY		15,000	
COA - 007	SHARROWS	EA		40	
COA - 008	BICYCLE LANE SYMBOLS AND ARROWS	EA		39	
COA - 009	LEFT TURN ARROWS	EA		36	
COA - 010	8' WIDE PIANO STYLE CROSSWALKS	LF		180	
COA - 011	SKIP YELLOW CENTERLINE	LF		3,550	

611-8000	PHYSICAL ADJUSTMENTS CATCH BASIN	EA		100	
611-8040	PHYSICAL ADJUSTMENTS DROP INLET	EA		100	
COA – 012	GREEN BICYCLE BOX - COLORED ASPHALT	SF (Square Feet)		1,500	
COA – 013	TREE TRIMMING - 3 - 6" LIMB & HANGERS (Price/Tree)	EA		150	
COA – 014	CURBING REPAIRS - DEMOLITION AND REPLACEMENT OF STD 6" CONCRETE HEADER CURB	LF		14,000	
COA – 015	SIDEWALK REPAIRS - DEMOLITION AND REPLACEMENT OF STD 4" CONCRETE SIDEWALK	SY		7784	
1.	**BID SUBTOTAL**				
2.	**10% OF SUBTOTAL (Construction Contingency)**				
TOTAL BID (Sum of lines 1 and 2)					

Total Base Bid Amount: $_____ that is _____

_____ (Words).

Construction Contingency $_____ that is _____

_____ (Words).

Total Bid Price $_____ that is _____

_____ (Words).

Project List

The Project List may be revised due to conflicts with other maintenance activities and repairs being performed by Utility Companies and the Department of Watershed Management or otherwise as directed by the City.

Project	Description/Limits
Beecher Street	Resurfacing from Donnelly Avenue to Ferris Street
Defoors Ferry	Resurfacing from Hills Avenue to Hyde Manor
Johnson Road, phase 1	Resurfacing from 1600 Johnson Road to City Limit south of Zonolite Rd
Johnson Road, phase 2	Resurfacing from Lenox Rd to 1600 Johnson Road
Joseph E. Lowery Blvd	Resurfacing from White Street to West Marietta Street
Lawton Street	Resurfacing from Fair Street to Donnally Avenue
Lenox Road, Phase 1	Resurfacing from Cheshire Bridge Road to Johnson Road
Lenox Road, Phase 2	Resurfacing from Buford Hwy to Peachtree Road
Marietta Street	Resurfacing from Peachtree Street to West Marietta Street
Montgomery Ferry Drive, phase 1	Resurfacing from Polo Drive to Piedmont Avenue
Montgomery Ferry Drive, phase 2	Resurfacing from Maddox Drive to Polo Drive
Old Ivy Road	Resurfacing from Wieuca Road to dead end (east of Piedmont Road)
Wieuca Road	Resurfacing from Roxboro Road to Roswell Road
Local Resurfacing	TBD

EXHIBIT E

SCOPE OF WORK

SCOPE OF WORK

1.0 SCOPE OF WORK

The scope of work for this project consists of public right-of-way improvements such as, asphalt resurfacing, milling, point repairs, roadway stripping, loop detector repairs, ADA (Americans with Disabilities Act) Ramp installation & repairs, and adjustments to miscellaneous roadway structures on various roadways within the City of Atlanta. The length of the roadway improvements is approximately 18.00 miles.

2.0 TERM

The successful bidder shall commence work with adequate force and equipment on a date to be specified in a written order from the City of Atlanta, and shall complete the work within three (3) years with the option to renew for two (2) one (1) year renewals.

3.0 UNIT & LUMP SUM PRICES

Unit and Lump Sum prices quoted in Form A-1 Schedule of Unit & Lump Sum Prices shall be firm all-inclusive prices. Payment of the Unit and/or Lump Sum prices shall constitute full payment for performance of the corresponding work and shall cover all costs of whatever nature incurred by the CONTRACTOR in accomplishing the Work in accordance with the provisions of this Contract.

The Total Bid Price for performing the work is $_____ that is

_____

_____ **(Words)**

4.0 QUANTITIES

The quantities where noted in the Schedule of Unit & Lump Sum Prices, are approximations subject to variations as stated in 5.0 and no claim shall be made for deficiency or over-run, actual or relative. Payment will be made for the actual quantities of each Schedule of Unit Prices item incorporated into the work in accordance with the Contract requirements based on the unit prices established in the Schedule.

5.0 PERFORMANCE AND PAYMENT SECURITIES

The cost of the Performance and Payment Bonds are to be distributed through the various items of work.

6.0 ADJUSTMENTS

All prices are fixed for the duration of the Contract and are not subject to escalation for any cause. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by CONTRACTOR in accomplishing the Work in accordance with the provisions of the Contract.

The CITY reserves and shall have the right to make such adjustments in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the CITY may make such adjustments in the work which may increase or decrease the originally awarded contract quantities. Adjustments shall not invalidate the Contract nor release the Surety, and the CONTRACTOR agrees to accept payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for work within the general scope of the Contract shall be covered by Change Order issued by the ENGINEER. Change Orders for altered work shall include extensions of Contract time where, in the ENGINEER'S opinion, such extensions are commensurate with the amount and difficulty of added work.

If the CITY and the CONTRACTOR are unable to agree on a unit adjustment for any contract item that requires a change order, the CITY reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

All Change Orders shall require consent of the CONTRACTOR'S Surety and an increase of the Performance and Payment Bonds.

Adjustments shall not increase the total cost of the project, based on the originally estimated quantities and the unit prices bid. Should it become necessary for the best interest of the CITY to make changes in excess of those herein specified, the same shall be covered by Change Order.

7.0 DEPARMENT SUBMITTALS

The following documents shall be submitted at the time of Bid:

1. Contract Schedule;
2. Safety and Health Plan;
3. Quality Control Plan;
4. Environmental Compliance Plan.

8.0 Georgia Department of Transportation (GDOT) Standard Specifications

All references to GDOT (Georgia Department of Transportation) Standard Specifications and Special Provisions can be found at http://www.dot.ga.gov/PS/DesignManuals OR http://mydocs.dot.ga.gov/info/gdotpubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx.

Project List

The Project List may be revised due to conflicts with other maintenance activities and repairs or otherwise as directed by the City. being performed by Utility Companies and the Department of Watershed Management.

Project	Description/Limits
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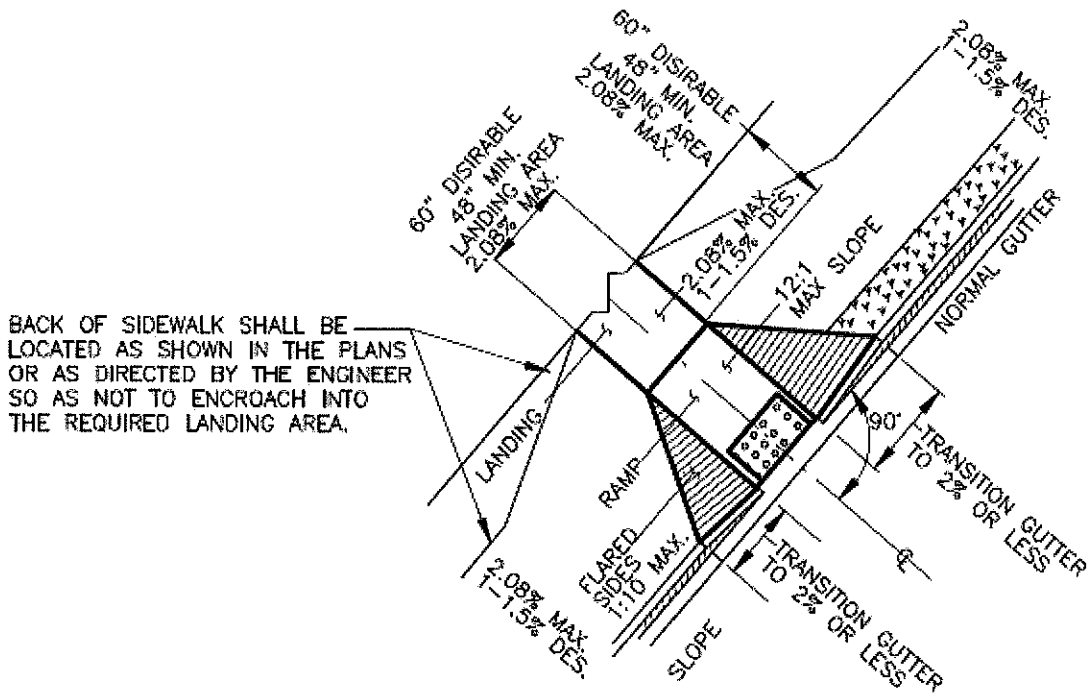
Wieuca Road	Resurfacing from Roxboro Road to Roswell Road
Local Resurfacing	TBD

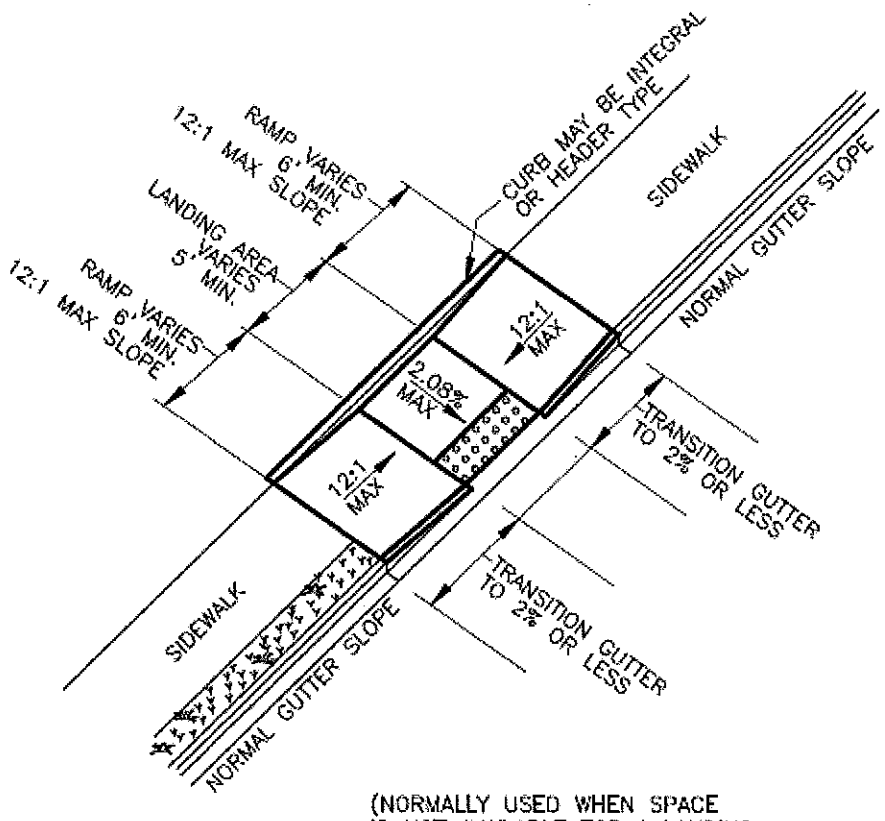
EXHIBIT F

DRAWINGS



THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

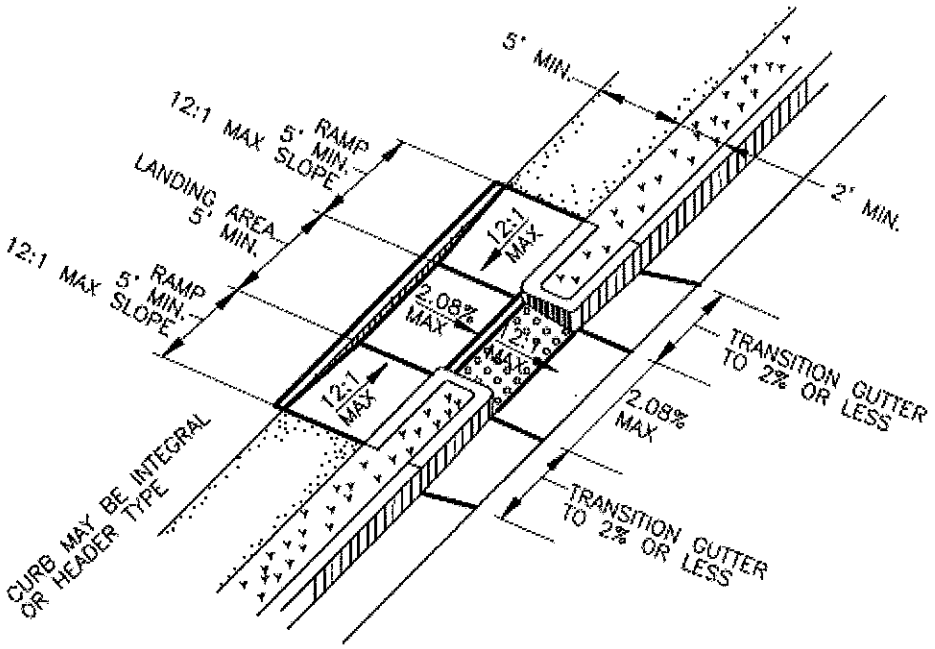
City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: JAN 1997 SCALE: N.T.S.
	TYPE A PEDESTRIAN RAMP	DETAIL NO. TR-B_HR001



(NORMALLY USED WHEN SPACE IS NOT AVAILABLE FOR A LANDING AT THE TOP OF A TYPE A RAMP)

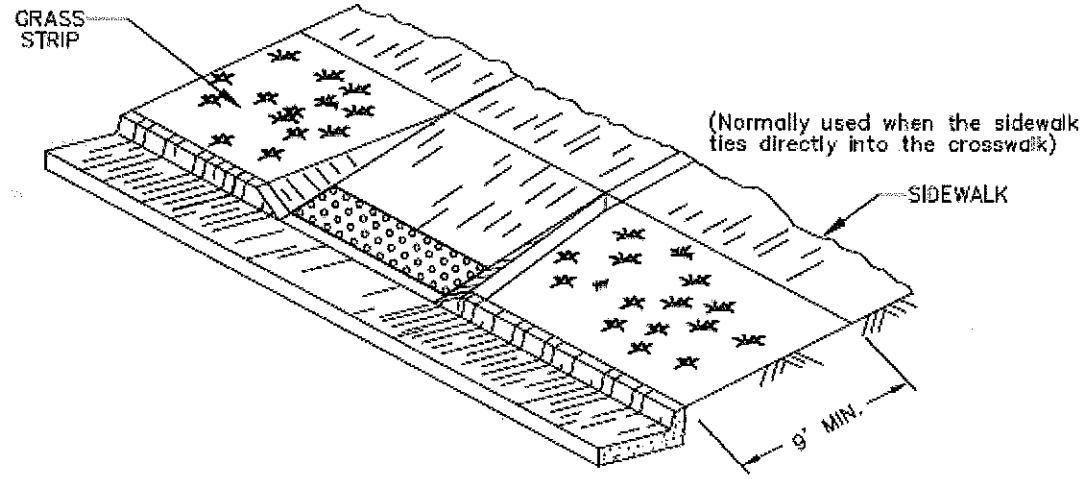
THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

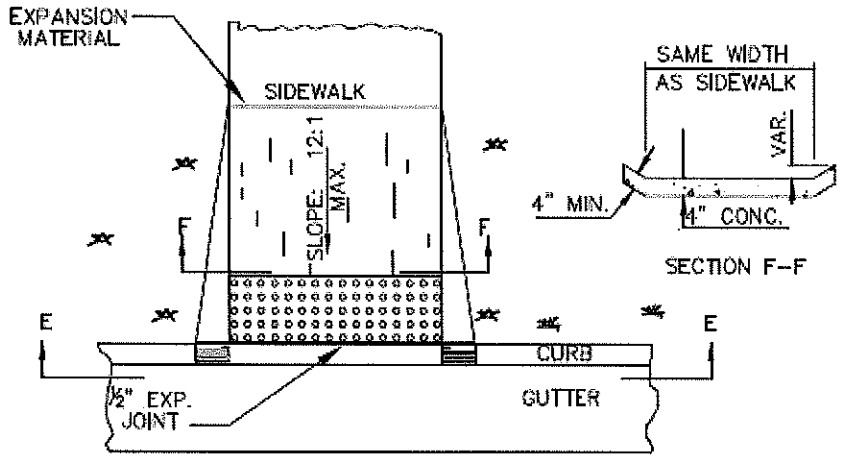
City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: JAN 1997 SCALE: N.T.S.
	TYPE B PEDESTRIAN RAMP	DETAIL NO. TR-B_HR002



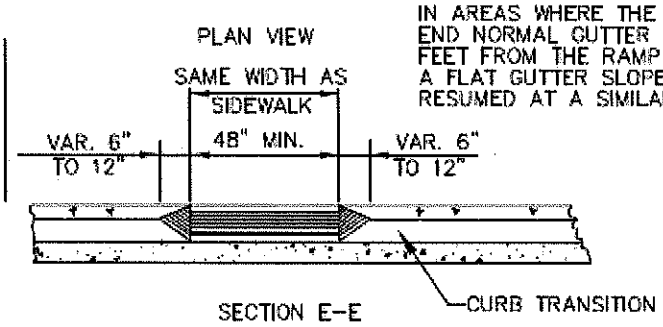
THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: JAN 1997 SCALE: N.T.S.
	TYPE C PEDESTRIAN RAMP	DETAIL NO. TR-8_HR003



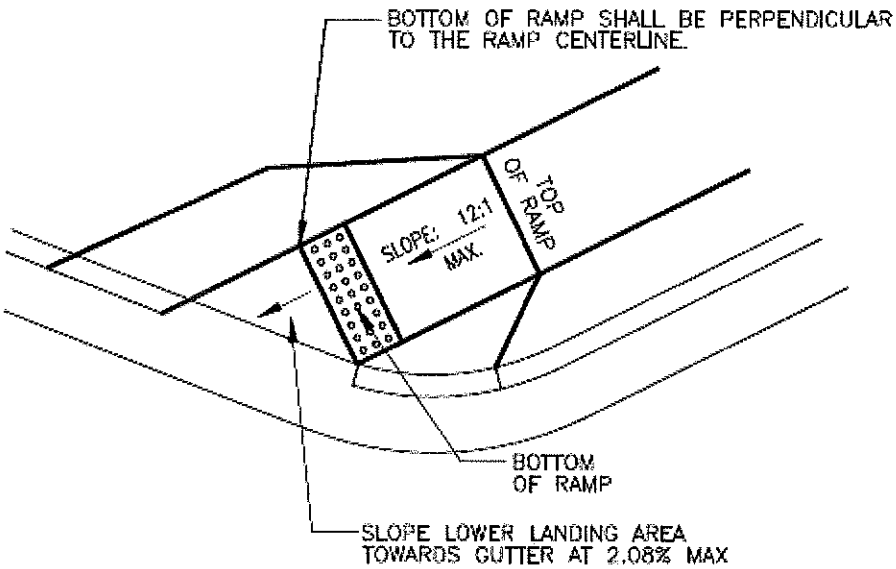


IN AREAS WHERE THE GUTTER HAS A SLOPE 1" IN 1' END NORMAL GUTTER SLOPE AT A DISTANCE OF 6 TO 10 FEET FROM THE RAMP AND BEGIN TRANSITION TO A FLAT GUTTER SLOPE. NORMAL GUTTER SLOPE SHALL BE RESUMED AT A SIMILAR DISTANCE BEYOND THE RAMP.



THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

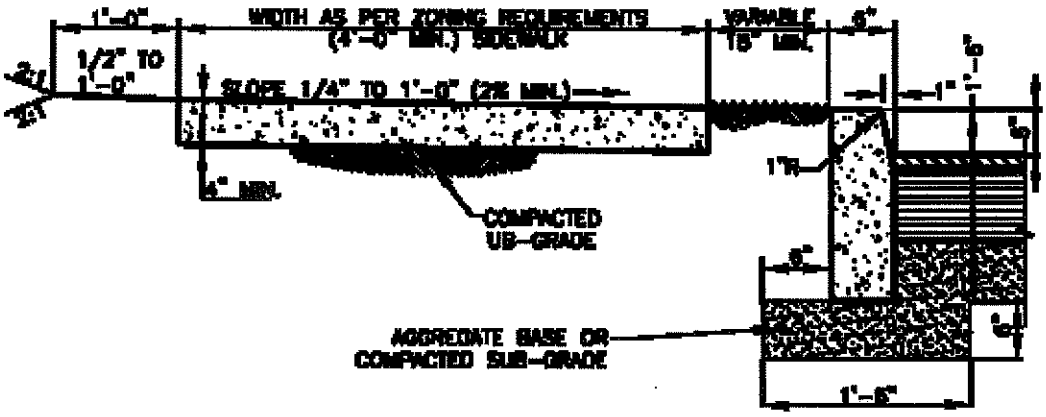
City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: NOV 2004 SCALE: N.T.S.
	TYPE D PEDESTRIAN RAMP	DETAIL NO. TR-B_HR004



NOTE
WHEN THE RAMP CENTERLINE IS NOT PERPENDICULAR TO THE CURB A LEVEL LANDING AREA WITH SLOPES LESS THAN 2.08% MUST BE PROVIDED AT THE BOTTOM OF THE RAMP.

THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: JAN 1997 SCALE: N.T.S.
	SKEWED RAMP DETAIL TYPE A AND D ONLY	DETAIL NO. TR-B_HR005

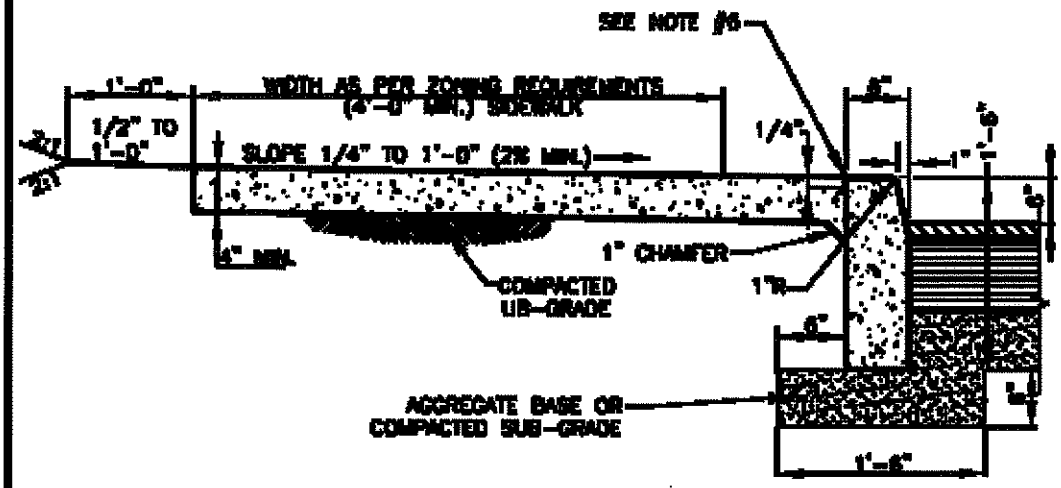


NOTES:

1. SIDEWALK SHALL BE SCRIBED WITH TRANSVERSE CONTROL JOINTS IN SQUARES EQUAL TO SIDEWALK WIDTH BUT NOT TO EXCEED 10 FEET.
2. CONCRETE SHALL BE TYPE "A" 3,000 P.S.I. MIN. STRENGTH.
3. EXPANSION JOINTS SHALL EXTEND ACROSS THE FULL WIDTH OF THE SIDEWALK. CONTROL JOINTS SHALL BE LOCATED ON EACH SIDE OF A DRIVEWAY APRON AND NOT MORE THAN 100 FEET APART.
4. PREFORMED BITUMINOUS MATERIAL SHALL BE PLACED BETWEEN ALL FIXED OBJECTS AND THE NEW CONCRETE SIDEWALK.
5. ALL CONCRETE WORK SHALL BE PER CITY OF ATLANTA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
6. NEITHER WIRE MESH NOR REBAR CAN BE USED IN THE R/W

THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: JAN 1987 SCALE: N.T.S.
	CONCRETE SIDEWALK AND CONCRETE HEADER CURB	DETAIL NO. TR-8.SW001



NOTES:

1. SIDEWALK SHALL BE SCRIBED WITH TRANSVERSE CONTROL JOINTS IN SQUARES EQUAL TO SIDEWALK WIDTH BUT NOT TO EXCEED 10 FEET.
2. CONCRETE SHALL BE TYPE "A" 3,000 P.S.I. MIN. STRENGTH.
3. EXPANSION JOINTS SHALL EXTEND ACROSS THE FULL WIDTH OF THE SIDEWALK. CONTROL JOINTS SHALL BE LOCATED ON EACH SIDE OF A DRIVEWAY APRON AND NOT MORE THAN 100 FEET APART.
4. PREFORMED BITUMINOUS MATERIAL SHALL BE PLACED BETWEEN ALL FIXED OBJECTS AND THE NEW CONCRETE SIDEWALK.
5. ALL CONCRETE WORK SHALL BE PER CITY OF ATLANTA STANDARD SPECIFICATIONS FOR CONSTRUCTION.
6. 1/4 INCH TOOLED JOINT BETWEEN CURB AND SIDEWALK.
7. NEITHER WIRE MESH NOR REBAR CAN BE USED IN THE R/W.

THIS DETAIL WAS TAKEN FROM THE CITY OF ATLANTA'S WEBSITE. IT MAY HAVE BEEN MODIFIED AND SHOULD BE REVIEWED THOROUGHLY.

City of Atlanta	STANDARD DETAILS	REV. DATE: SEPT 2011 ORIG. DATE: JAN 1987 SCALE: N.T.S.
	STANDARD MONOLITHIC SIDEWALK AND CURB	DETAIL NO. TR-B SW004

EXHIBIT G

ADDITIONAL REQUIRED SUBMITTALS
BIDDER'S QUALIFICATIONS

TABLE OF CONTENTS

EXPERIENCE STATEMENT

FORM A. EXPERIENCE STATEMENT (Prime Contractor)

FORM B. LOWER-TIER EXPERIENCE STATEMENT

FORM C. PRELIMINARY CONTRACT SCHEDULE

FORM D. PROJECT ORGANIZATION AND WORK PLAN

FORM E. SAFETY PROGRAM

FORM F. RESUMES OF KEY PERSONNEL

FORM G. SUMMARY OF QC PROGRAM

FORM H. WORK IN PROGRESS

Experience Statement

The successful bidder must have at least five (5) years of roadway construction experience to include specific experience with roadway profiling (milling, roadway point repairs, asphalt resurfacing and pavement marking. The successful bidder must also document completion of contracts totaling at least $1,000,000.00.

Low-tiered subcontractors must have at least two (2) years of documented experience in work specific to the contractual work outline in the bid documents, and must document successful completion of at least three (3) contract awards.

FORM A. EXPERIENCE STATEMENT (Prime Contractor)

The Bidder submits the following statement as to its experience qualifications. In the case of a joint venture or LLC, separate forms will be submitted for previous experience of the joint venture and the experience of each [arty of the joint venture or LLC.

COMPANY NAME: _____ PHONE: _____

CONTACT: _____ FACSIMILE: _____

ADDRESS:

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the Bid extends over a period of _____ years.
3. Awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

Exceptions	Reasons
a.	
b.	
c.	

4. The following contracts, covering work similar in type and magnitude to that set forth in the Bid, have been satisfactorily completed within the last two (2) years or are now in progress for the following OWNERS or prime contractors.
5. Column completion notes:

   a. Work Description: Describe work scope and then indicate if prime or subcontract.
   b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
   c. Schedule and Budget: State either "over", "on", or "under" the contract schedule and budget.

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

FORM B. LOWER-TIER EXPERIENCE STATEMENT

This Form B- statement of experience qualifications is submitted for the following lower-tier subcontractor:

COMPANY NAME: _____ PHONE: _____

CONTACT: _____ FACSIMILE: _____

ADDRESS:

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the Bid extends over a period of _____ years.
3. Awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

Exceptions	Reasons
a.	
b.	
c.	

4. The following contracts, covering work similar in type and magnitude to that set forth in the Bid, have been satisfactorily completed within the last two (2) years or are now in progress for the following OWNERS or prime contractors.
5. Column completion notes:

   a. Work Description: Describe work scope and then indicate if prime or subcontract.
   b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
   c. Schedule and Budget: State either "over", "on", or "under" the contract schedule and budget.

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

FORM B. LOWER-TIER EXPERIENCE STATEMENT (continued)

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

FORM C. PRELIMINARY CONTRACT SCHEDULE

Bidder shall submit a preliminary schedule indicating detailed activities for the first sixty (60) days of the project and include general activities. The schedule shall be submitted with the bid package.

The bar chart schedule shall show continuity and flow of the work and be clear and legible. The minimum requirements of the bar chart shall be derived from list of projects provided to the contractor after contract award. At a minimum, the bar chart shall include:

a. Project planning/development of traffic control plan.
b. Mobilization.
c. Milling/paving.
d. Stripping.
e. Clean up/demobilization.

Based on the successful Bidder's Preliminary Contract Schedule and CITY'S requirements, an agreed schedule shall be developed after award, in accordance with the Special Condition titled "CONTRACT SCHEDULE".

FORM D. PROJECT ORGANIZATION AND WORK PLAN

Bidder must attach an organization chart with numbers and titles of key personnel and numbers and categories of home office and field personnel. Also provide a written description of the organization, defining lines of authority, responsibility, communication and the overall working of the organization with particular emphasis on Home Office/Site interfaces and the procedures for monitoring and controlling the Work.

Bidder must attach a narrative, not to exceed three (3) pages, describing the plan for performing the work under this Contract. This plan shall be developed utilizing the requirements of the Contract Documents. This information shall illustrate the management and flow of work to Contract completion.

Bidder shall submit, attached to the Bid, a well detailed lead time schedule for all critical materials required for the project. Include in the narrative the following data:

1. Has your organization or any officer or partner thereof, failed to complete a construction contract?

2. Is any litigation pending against your organization?

3. Has your organization been denied any construction project where it was the lowest bidder, and/or been debarred by any municipal, state or federal agency?

FORM E. SAFETY PROGRAM

Bidder is to complete attached Safety and Health History (SHH).

Also, Bidder shall submit the following Safety and Health Data:

1. Resumes. Include required resumes with the Data Form titled "RESUMES OF KEY PERSONNEL" **incorporate the individual's safety performance for their last three (3) projects**, see item 9, SHH.

2. Safety and Health Program, see item 10, SHH.

3. New Hire Orientation Program, see item 11, SHH.

4. New Hire/Promoted Foreman/Supervisor Program, see item 12, SHH.

SAFETY AND HEALTH HISTORY FORM

1. EXPERIENCE MODIFICATION RATE

1A. List your firm's Interstate Experience Modification Rate (EMR) for the three (3) most recent years and total hours worked.

	19____	20____	20____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

1B. If the state where the jobsite is located has an EMR rating system, provide the state EMR for the three (3) most recent years and total hours worked.

	19____	20____	20____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

2. SAFETY PERFORMANCE

2A. List safety performance incident rates for the three (3) most recent years:

	19____	20____	20____
a. OSHA Recordable Incident Rate	_____	_____	_____
b. Lost Workday Case Incident Rate	_____	_____	_____

2B. Use your OSHA No. 200 Log to fill in the three (3) most recent years:

	19____	20____	20____
a. Number of first aid cases	_____	_____	_____
b. Number of lost workday cases.	_____	_____	_____
c. Number of restricted workday cases.	_____	_____	_____
d. Number of cases with medical attention only.	_____	_____	_____
e. Number of fatalities.	_____	_____	_____

3. Check your type of work:

__ Non-Residential Building
__ Heavy (Non-Highway) Construction
__ Mechanical
__ Electrical
__ Other (State Type):
_____

__ Earthwork
__ Concrete
__ Architectural

SAFETY AND HEALTH HISTORY (Continued)

4. Are accident reports (OSHA 200) and report summaries sent to the following and how often?

	No	Yes	Monthly	Quarterly	Annually
a. Project Superintendent/Site Mgr.	__	__	__	__	__
b. Vice President/Mgr. of Construction	__	__	__	__	__
c. Safety Director	__	__	__	__	__
d. President of Firm	__	__	__	__	__

5. Do you hold site safety meetings for field employees both Manual and Non-Manual?
Yes __No __

How Often?
Weekly __ Bi-Weekly __ Monthly __ Less Often, As Needed __

6. Do you conduct project safety inspections?
Yes __No __

If yes, who conducts this inspection?

TITLE	HOW OFTEN?

7. How are accident records and accident summaries kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Accidents totaled for the entire company	__	__	__	__
b. Accidents totaled by project	__	__	__	__
(1) Subtotaled by superintendent	__	__	__	__
(2) Subtotaled by foreman	__	__	__	__

8. How are the costs of individual accidents kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Costs totaled for the entire company	__	__	__	__
b. Costs totaled by project	__	__	__	__
(1) Subtotaled by superintendent	__	__	__	__
(2) Subtotaled by foreman	__	__	__	__

SAFETY AND HEALTH HISTORY (Continued)

9. List key Safety and Health personnel planned for this project. Please list name, expected position and safety performance on their last three (3) projects (OSHA Recordable and Lost Workday Case Incident (LWCI) rates). When a project has not been specified, list key company personnel.

NAME	POSITION	PROJECT	OSHA	LWCI

10. Do you have a written safety program?

Yes __ No __

If yes, submit a copy for evaluation.

11. Do you have an orientation program for new hires?

Yes __ No __

If yes submit a copy for evaluation. Does it include instruction on the following?

	Yes	No		Yes	No
a. Head protection	__	__	i. Fire protection	__	__
b. Eye protection	__	__	j. First aid facilities	__	__
c. Hearing Protection	__	__	k. Emergency procedures	__	__
d. Respiratory protection	__	__	l. Toxic substances	__	__
e. Safety belts and lifeline	__	__	m. Trenching and excavation	__	__
f. Scaffolding	__	__	n. Signs, barricades, flagging	__	__
g. Perimeter guarding	__	__	o. Electrical safety	__	__
h. Housekeeping	__	__	p. Rigging and crane safety	__	__
			q. Road Safety (Driving)	__	__

SAFETY AND HEALTH HISTORY (Continued)

12. Do you have a program for newly hired or promoted foremen?
    Yes __ No __
    If yes submit a copy for evaluation. Does it include the following?

	Yes	No		Yes	No
a. Safe work practices	__	__	e. First aid procedures	__	__
b. Safety supervision	__	__	f. Accident investigation	__	__
c. Toolbox meetings	__	__	g. Fire protection and prevention	__	__
d. Emergency procedures	__	__	h. New worker orientation	__	__

13. Do you hold craft "toolbox" safety meetings?
    Yes __ No __

    How Often?
    Weekly __ Bi-Weekly __ Monthly __ Less Often, As Needed __

14. Do you have a written Hazard Communication program?
    Yes __ No __

    If yes, how is it implemented on each project?

15. Do you have/require Material Safety Data Sheets (M.S.D.'s) for material/chemicals/equipment?
    Yes __ No __

    If yes, explain field procedure for informing craft workers about potential hazards:

SAFETY AND HEALTH HISTORY (Continued)

16. List three (3) client references that could verify the quality and management commitment of your safety program.

	Name	Address	Phone No.
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____

FORM F. RESUMES OF KEY PERSONNEL

Bidder will provide a resume for each key person assigned to the Contract, containing at least the following information on each person (attach and properly designate additional pages, if necessary):

POSITION

TITLE

a. Name:

b. Education/Qualifications:

c. Present Position in Bidder's Company:

d. Relevant Experience:

e. Safety performance metrics from the last three (3) projects (First Aid cases, Recordable Incident Rate and Lost Workday Case Rate)

f. Employment History:

Resumes are required for the following positions: Principal-in-Charge, Project Manager/Site/ Construction Manager, Safety personnel (See Form G) and Lead Site Supervisors, all of who would be assigned full time to the contract.

FORM G. SUMMARY OF QC PROGRAM

Bidder will provide a summary description of the Quality Control (QC) Program to be implemented in performance of the Work. This summary shall include information on the organization of the program, including the authority and responsibility of all involved personnel. This description shall also explain administrative policies and procedures to be used in carrying out the program. Include a company QC Manual or a sample manual from a similar project and provide details of any QC audit and approval by any other major client, CONTRACTOR or independent body in the last four (4) years. The Quality Control Program shall adhere to the requirements of the contract.

FORM H. WORK IN PROGRESS

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

NOTES:

Work Description: Describe work scope and then indicate if prime, subcontract or in bid stage.
Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan93/Sep94.

APPENDICES

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
Lscott@atlantaga.gov

September 8, 2015

RE: Project No.: FC 8471, Annual Contract for Milling, Resurfacing and Associated Activities

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the

reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC 8471, Annual Contract for Milling, Resurfacing and Associated Activities

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **Annual Contract for Milling, Resurfacing and Associated Activities** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

17.5% AABE and 13% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.

3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.

4. Subcontractor Contact Form. It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: https://pro.prismcompliance.com/default.aspx. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms". Click OCC's quarterly list to access the current directory of certified firms."

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____

Signature of Attesting Party

_____

Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____

Notary Public

Seal

FORM EBO-1

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City ofAtlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE%_____
Total FBE% _____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: _____ Date: _____ FC#: _____

Proponent's Contact Number:_____ Project Name:_____

Signature: _____ _____

Form EBO-3

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Total Bid Amount_____

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE%_____ Total FBE%_____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise.
APABE – Asian (Pacific Islander) American Business Enterprise

FC#/Project Name: _____ Proponent's Co. Name: _____

Proponent's Contact Number:_____ Contact's Name: _____
Date: _____ (Please Print)

FORM EBO-3

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

FORM 4

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____

Contractor

FORM 5

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

FC-8471 Milling, Resurfacing & Associated Activities

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

i) Best's rating not less than A-,
ii) Best's Financial Size Category not less than Class VII, and
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease **$1,000,000 each accident**
Bodily Injury by Accident/Disease **$1,000,000 each employee**
Bodily Injury by Accident/Disease **$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ Explosion, Collapse and Underground (XCU) Liability
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **$10,000,000 per occurrence.**

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

G. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **$5,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

H. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address), _____

_____

_____

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____Corporation

"Surety:" (Name and Business Address) _____

_____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" _____ Dollars ($).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

DRAFT

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____day of _____, 20___.

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

DRAFT

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Performance Bond

"City" City of Atlanta

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address) _____

_____

_____

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

_____

_____,

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" _____.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

DRAFT

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20___.

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

DRAFT

APPENDIX C

LOCAL BIDDER PREFERENCE

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CITY OF ATLANTA

LOCAL BIDDER PREFERENCE PROGRAM

STATEMENT OF POLICY

The City of Atlanta (the "**City**") has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on Local Projects to those Contractors who have direct physical and economic relationships with the City.

CERTIFICATION AS A LOCAL BIDDER

In order to be certified as a Local Bidder, a Contractor must submit a completed application to the Department of Procurement ("**DOP**"), and the applicant must be approved by the DOP.

A Contractor must submit a completed and signed application to become a Local Bidder before it will be allowed to receive a bid preference on a Local Project. In order to be approved as a Local Bidder and receive a bid preference on a Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Local Project. A Contractor who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on an Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER

To be certified as a Local Bidder, the Contractor **must** satisfy two (2) of the following criteria:

1. Verify that the Contractor's principal place of business is located in the City or that the Contractor has held a valid City business license for at least one (1) year prior to the date of the application.

2. Verify that a majority of the full time employees, chief officers, and managers of the Contractor have regularly conducted work and business in the City for at least one (1) year prior to the date of application.

3. Verify that a majority of the employees based at the Contractor's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.

4. Provide references or other means of verification acceptable to the DOP that the services the Contractor offers to the City have been provided by the Contractor in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Local Projects.

The application **must be typed, signed in blue ink** and provides instructions for required supporting documentation that Contractor must submit with the application for the criteria listed above.

TERM OF CERTIFICATION

The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. A Contractor must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements contained in § 2-1188.1(d) in order to receive the bid preference on Local Projects.

Contractors certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Contractor's business if, as a result of such changes, the Contractor no longer satisfies the requirements contained in § 2-1188.1(d).

REQUIRED SUBMITALS WHEN PROJECT IS DESIGNATED AS LOCAL BIDDER PREFERENCE

Where bidders desire to receive a bid preference on this project, responses must include a copy of the City-issued Local Bidder Certificate or some other information which would confirm its local bidder preference certification status.

LOCAL BIDDER CERTIFICATION APPLICATION
CITY OF ATLANTA, DEPARTMENT OF PROCUREMENT
55 TRINITY AVE., SUITE 1790, ATLANTA, GEORGIA 30335

PLEASE TYPE OR PRINT IN BLACK INK **FC-8471, Annual Contract for Milling, Resurfacing and Associated Activities**

ONLY APPROVED ELIGIBLE BIDDERS MAY BE CERTIFIED AS A LOCAL BIDDER. PLEASE PROVIDE A COPY OF YOUR NOTICE OF ELIGIBLE BIDDER APPROVAL

I. BUSINESS NAME / DBA STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE

_____

CHECK ONE: ____ PARTNERSHIP ____ CORPORATION, GA ____ SOLE PROPRIETORSHIP ____ OTHER

PRINCIPAL OR CORPORATE OFFICE NAME STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE

_____

NAME OF OWNER (S) TITLE RESIDENCE ADDRESS CITY, STATE, ZIP CODE TELEPHONE

1. _____

2. _____

NAME OF OFFICERS OR PARTNERS: TITLE RESIDENCE ADDRESS CITY, STATE, ZIP CODE TELEPHONE

1. _____

2. _____

II. TO BE CERTIFIED AS A LOCAL BIDDER, AN ELIGIBLE BIDDER MUST SATISFY NO LESS THAN TWO (2) OF THE FOLLOWING CRITERIA LISTED BELOW. PLEASE SELECT **TWO** (2) OF THE FOLLOWING CRITERIA WHICH YOU SATISFY TO APPLY FOR CERTIFICATION AS A LOCAL BIDDER. ADDITIONAL DOCUMENTATION MUST BE SUBMITTED WITH THIS APPLICATION TO VERIFY THAT YOU SATISFY THE SELECTED CRITERIA. INSTRUCTIONS FOR SUBMITTING DOCUMENTATION TO SATISFY EACH OF THE CRITERIA ARE LOCATED ON THE BACK OF THIS APPLICATION.

_____ 1. Verify that the Eligible Bidder's principal place of business is located in the City of Atlanta (the "**City**") or that the Eligible Bidder has held a valid City of Atlanta Business License for at least one (1) year prior to the date of application.

_____ 2. Verify that a majority of the full time employees, chief officers, and managers of the Eligible Bidder have regularly conducted work and business in the City for at least one (1) year prior to the date of application.

_____ 3. Verify that a majority of the employees based at the Eligible Bidder's location(s) in the City have been residents of the City for a least one (1) year prior to the date of application.

_____ 4. Provide references or other means of verification acceptable to the Department of Procurement ("**DOP**") that the services the Eligible Bidder offers to the City have been provided by the Eligible Bidder in the City for at least one (1) year prior to the date of application.

IF THE APPLICANT IS A JOINT VENTURE OR MENTOR-PROTÉGÉ TEAM, EACH PARTICIPANT IN THE JOINT VENTURE OR MENTOR-PROTÉGÉ TEAM MUST BE APPROVED INDEPENDENTLY AS A LOCAL BIDDER IN ORDER FOR THE JOINT VENTURE OR MENTOR- PROTÉGÉ TEAM TO RECEIVE THE BID PREFERENCE ON ELIGIBLE LOCAL PROJECTS.

III. *CERTIFICATION: THIS INFORMATION HEREIN IS REQUIRED BY SECTION 2-1188.1 CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA.*

*I (NAME)*_____ *BEING THE (TITLE)* _____

OF THE BUSINESS FIRM NAMED, DO HEREBY APPLY FOR LOCAL BIDDER CERTIFICATION. IN ACCORDANCE WITH LOCAL PREFERENCE ORDINANCE, CITY OF ATLANTA, GEORGIA: THE UNDERSIGNED CERTIFIES THAT SHE/ HE IS THE PERSON DULY AUTHORIZED BY THE BUSINESS HEREIN NAMED TO FILE THIS APPLICATION FOR LOCAL BIDDER CERTIFICATION, INCLUDING THE ACCOMPANYING DOCUMENTATION AND STATEMENTS, AND THAT SAME ARE TRUE CORRECT AND COMPLETE.

*APPLICANT SIGNATURE*_____ _____ *THE* _____ *DAY OF* _____ *20*_____.

GENERAL INFORMATION FOR APPLICANTS

(A) Applicability: This local preference program shall apply to any City contract as described in Code Section 2-1188, excluding competitive sealed proposals under Code Section 2-1189, small purchases not exceeding $20,000 under Code Section 2-1190, sole source procurement under Code Section 2-1191, emergency procurement under Code Section 2-1192, competitive selection procedures for professional and consultant services under Code Section 2-1193, and federally-funded projects (referred to herein as "Eligible Local Projects").

(B) An Eligible Bidder must submit a completed and signed written application to become a Local Bidder ***before*** *it will be allowed to receive a bid preference on an Eligible Local Project.*

(C) In order to be approved as a Local Bidder and receive a bid preference on an Eligible Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP no later than thirty (30) calendar days prior to the date bids are received on such Eligible Local Project.

(D) Term: The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. An Eligible Bidder must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements of Section 2-1188.1 in order to continue receiving the bid preference on Eligible Local Projects.

(E) Eligible Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Eligible Bidder's business, if as a result of such changes, the Eligible Bidder no longer satisfies the requirements.

ADDITIONAL INSTRUCTIONS FOR COMPLETING SECTION II

For each of the criteria you selected in Section II, the DOP requires that you submit the following supporting documentation with this application:

Line 1

If you have a City of Atlanta Business License, please provide a copy. If you do not have a City of Atlanta Business License, please provide a copy of Articles of Incorporation or Organization, or a copy of the Eligible Bidder's most recent federal income tax return, or if the Eligible Bidder is a partnership, provide a copy of the Partnership Agreement.

Line 2

Provide a list of all full time employees, chief officers, and managers at the Eligible Bidder's locations. For those employees, chief officers, and managers who regularly conducted work and business in the City a for a least one (1) year prior to the date of application, please provide employee's name, business address, business phone number, a brief description of the work or business performed in the City, and the number of years such work or business has been performed in the City.

Line 3

Provide a list of all employees based at Eligible Bidder's locations. For those employees who have been residents of the City for at least one (1) year prior to the date of application, provide employee's name, address, phone number and number of years at residence.

Line 4

Provide a notarized letter from at least three (3) customers of the Eligible Bidder, which letters shall include the following information: (a) a description of services provided by the Eligible Bidder to the customer that were performed at least one (1) year prior to the date of application; (b) the total dollar value of the services provided at least one (1) year prior to the date of application; and (c) a statement that the services the Eligible Bidder offers to the City have been provided by the Eligible Bidder in the City for at least one (1) year prior to the date of application.