



**INVITATION TO BID #16-032
NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT**

**PRE-BID CONFERENCE
May 10, 2016; 9:00 a.m.
City of Sandy Springs
Flying Pig Conference Room
7840 Roswell Road Building 500
Sandy Springs, Georgia 30350**

**BID DUE DATE
May 26, 2016; 2:00 p.m.
City of Sandy Springs
Purchasing Office
7840 Roswell Road Building 500
Sandy Springs, Georgia 30350**

Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

**Questions must be directed in writing to:
City of Sandy Springs, Purchasing Agent, Lynn Taylor,
via e-mail to:**

etaylor@sandyspringsga.gov

**Deadline for questions from prospective contractors
is 5:00 p.m. May 13, 2016.**

Questions received after this date and time may not be answered.

The City of Sandy Springs is accepting sealed bids from qualified firms for the Community Development Block Grant (CDBG) Program Northridge Road CDBG Pedestrian Lighting Project (the Project) for the Public Works Department. A qualified firm is a Prequalified Contractor listed by the Georgia Department of Transportation (GDOT), Office of Contract Administration as a **Prime Contractor or Registered Contractor**. Qualified firms who may wish to become prequalified through GDOT to bid on this project will find prequalification information at <http://www.dot.ga.gov/PS/Business/Prequalification/PrequalContractors> or may call (404) 631-1147. Bid packages are available on the City of Sandy Springs website, <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities>. All work will be done in accordance with GDOT Standard Drawings, Standard Specifications and Pay Items Index as standards and specifications for the construction and completion of the work required.

Complete plans are available at:

**LDI Norcross
3030 A Business Park Dr.
Norcross, GA 30071,
770-263-1010 (P)
770-417-1147 (F)**

<http://www.ldireproprinting.com/locations.htm>

All bidders must comply with the general requirements, special and Federal provisions of the bid information and instructions enclosed herein. It is important for interested bidders to review all bid documents carefully. The Northridge Road CDBG Pedestrian Lighting Project is being constructed with Community Development Block Grant (CDBG) funds. CDBG funds are made available to the City of Sandy Springs through a partnership with the U.S. Department of Housing and Urban Development (HUD). Consistent with other Federal programs, CDBG requires compliance with various Federal laws, regulations and guidelines throughout the Invitation to Bid procurement process; project construction and project close-out. Important laws and regulations the successful Contractor and his/her Subcontractors must comply with include, but a not limited to, the following:

- Title VII of the Civil Right Act of 1964 and Executive Order 11246
- 24 CFR Part 85.36 Conflict of Interest provisions
- 24 CFR Part 85(e) Minority, Women-owned, Small Business Enterprise
- 29 CFR Parts 1, 3, 5, 6, and 7 Davis-Bacon Act
- 40 U.S.C. 327-333 Contract Work Hours and Safety Standards Act
- 24 CFR Part 135 Section 3

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DEFINITIONS

1. ADA-Americans with Disabilities Act. The Federal Act that gives civil rights protections to the disabled similar to those provided to individuals based race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services and telecommunications.
2. CDBG-Community Development Block Grant Program.
3. Contract Documents-the Contract Agreement, General Conditions, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents.
4. Contractor-the Prime Contractor for the CDBG Multiyear Sidewalk Improvements Program – Phase 2, Roswell Road, Northridge to Roberts Drive Construction Project.
5. CWHSSA-Contract Work Hours and Safety Standards Act. The Federal Act that requires time and one-half for overtime (O/T) hours (over 40 hours in any workweek) worked on the covered project.
6. Copeland Act (Anti-Kickback Act)-the Federal Act that makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.
7. DBA-Davis Bacon Act. The Federal Act that requires the payment of prevailing wage rates, determined by the Department of Labor (DOL), to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.
8. DOL-U.S. Department of Labor.
9. EA-Each.
10. Project Landscape Architect-The Sandy Springs Director of Public Works or a duly authorized representative.
11. GAL-Gallon.
12. GDOT-Georgia Department of Transportation.
13. HUD-U.S. Department of Housing and Urban Development. The Federal agency that is the grantor of the Community Development Block Grant funds.
14. LF-Lineal Feet.
15. LS-Lump Sum.
16. Owner-City of Sandy Springs.
17. SSPWD-Sandy Springs Public Works Department.
18. SY-Square Yard.
19. TN-Ton.

CITY OF SANDY SPRINGS, GA

INVITATION TO BID #16-032
NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT
Project No: T-0033-6

The City of Sandy Springs is accepting sealed bids from qualified firms for the Community Development Block Grant (CDBG) Program Multiyear NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT

(the Project) for the Public Works Department. A qualified firm is a Prequalified Contractor listed by the Georgia Department of Transportation (GDOT), Office of Contract Administration **as a Prime Contractor or Registered Contractor**. Qualified firms who may wish to become prequalified through GDOT to bid on this project will find prequalification information at

<http://www.dot.ga.gov/PS/Business/Prequalification/PrequalContractors> or may call (404) 631-1147.

or may call (404) 631-1147. All work will be done in accordance with GDOT Standard Drawings, Standard Specifications and Pay Items Index as standards and specifications for the construction and completion of the work required. Complete plans are available at:

LDI Norcross
3030 A Business Park Dr.
Norcross, GA 30071,
770-263-1010 (P)
770-417-1147 (F)

<http://www.ldireproprinting.com/locations.htm>

All bidders must comply with the general requirements, special and Federal provisions of the bid information and instructions enclosed herein. It is important for interested bidders to review all bid documents carefully. The Northridge Road CDBG Pedestrian Lighting Project is being constructed with Community Development Block Grant (CDBG) funds. CDBG funds are made available to the City of Sandy Springs through a partnership with the U.S. Department of Housing and Urban Development (HUD). Consistent with other Federal programs, CDBG requires compliance with various Federal laws, regulations and guidelines throughout the Invitation to Bid procurement process; project construction and project close-out. Important laws and regulations the successful Contractor and his/her Subcontractors must comply with include, but a not limited to, the following:

- Title VII of the Civil Right Act of 1964 and Executive Order 11246
- 24 CFR Part 85.36 Conflict of Interest provisions
- 24 CFR Part 85(e) Minority, Women-owned, Small Business Enterprise
- 29 CFR Parts 1, 3, 5, 6, and 7 Davis-Bacon Act
- 40 U.S.C. 327-333 Contract Work Hours and Safety Standards Act
- 24 CFR Part 135 Section 3

Bidders are advised to carefully and thoroughly review Exhibit C for the specific Federal provisions that must be met over the course of the project. Special attention should be paid to the requirements of the Davis-Bacon Acts (DBA) and Contract Work Hours and Safety Standards Act (CWHSSA) requirements described in Exhibit C. The Contractor and all Subcontractors will be required to:

1. Pay **not less than** the wage rates published in the applicable wage decision included in the bidding instructions required by the DBA provided in Exhibit P; wage decision GA160146 03/11/2016 GA146, and
2. Include a certification that the appropriate wages have been paid with the submission of each payroll form.

The wage rates published in wage decision # GA160146 03/11/2016 GA146 in Exhibit P must be used in the preparation of each bid proposal. Bid proposals must reflect payment to laborers and mechanics of not less than the minimum pay rates for all classifications working on the Project. In the event that a wage classification is not included in the wage decision needed to prepare bids, the bidder should contact the City for assistance. All correspondence must be directed in writing to Lynn Taylor at etaylor@sandyspringsga.gov. Bidders must reference "Bid #16-032, NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT," in the subject line when requesting or providing information.

In addition to the payment of wages published in wage decision # GA160146 03/11/2016 GA146 by the U.S. Department of Labor (DOL), time and a half must also be paid to classifications listed on the wage decision for all hours worked in excess of forty (40) hours as required by CWHSSA. To assist bidders in understanding the labor standards requirements that apply to Contractors and Subcontractors on this Project, the City has provided a link to the HUD Office of Labor Relations (OLR) publication *Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects*:
https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/guidebooks/4812LR

This publication provides guidance to bidders on complying with DBA, CWHSSA and other Federal labor standards requirements over the course of the Project. Bidders can also refer to Exhibit D: Federal Labor Standards HUD Form 4010 of the Contract Agreement for labor standards requirements that must be met. Exhibit D must be included in all subcontracts and lower-tier subcontracts for the Project.

Bidders are advised to carefully review the Section 3 clause in Section 7.4.8 of the Contract Agreement, as well as the Section 3 Contractor and Subcontractor compliance certifications included in the bidding instructions. The Federal Section 3 regulations (24 CFR Part 135) apply to this contract; however, Section 3 requirements are only triggered when building trades work is subcontracted and those subcontracts are greater than

\$100,000 and/or new employees are hired for this Project. These conditions are described in the certification executed by the Contractor and each Subcontractor included with the bidding instructions. The Contractor and any Subcontractor(s) working on the Project are required to maintain records of their compliance or efforts to comply, to the greatest extent feasible, with Section 3 and will submit evidence to the City for its Project files.

Bidders are directed to Exhibit C for outreach and participation requirements that apply to contracting and subcontracting with Minority, Women-owned and Small Business Enterprises (M/W/SBEs) for this Project. Bidders must show evidence of their efforts to solicit participation from M/W/SBEs in contracting and subcontracting for this Project by providing the required information on the *List of Subcontractors Form* included in the Bid Instructions.

Sandy Springs will hold a pre-bid conference on May 10, 2016; 9:00 a.m. for general information purposes, and to review the various Federal regulations that apply to the Project that must be considered when preparing bid proposals. It is strongly recommended that interested bidders attend the pre-bid conference to ensure an understanding of the Federal provisions that must be considered during bid preparation. The pre-bid conference will be held at the City of Sandy Springs City Hall located at 7840 Roswell Rd., Bldg. 500, Sandy Springs, GA 30350 in the Flying Pig Conference Room.

Sealed bids will be received no later than 2:00 p.m., May 26, 2016, at the Sandy Springs Purchasing Office also located at the above address at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **will not** be accepted.

Bids shall be presented as follows:

1. In a sealed opaque envelope with the "Bid #16-032, CDBG Sidewalk Improvements Program, Northridge Road CDBG Pedestrian Lighting Project clearly marked on the outside of the envelope;
2. Company name or firm submitting the bid should also be clearly marked on the outside of the envelope; and
3. One (1) original and three (3) copies must be submitted. A cd or thumb-drive should be submitted as well.

Bids will **not** be accepted verbally or by fax or email. Bid packages are available on the City of Sandy Springs website, <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities>, purchasing page, and may also be downloaded on the Georgia Procurement Registry at the Georgia Department of Administrative Services (DOAS) website at www.doas.georgia.gov. Bidders should check the Purchasing page **daily** for any Addenda, including but not limited to wage decision modifications should the U.S. Department of Labor (DOL) wage decision # GA160146 03/11/2016 GA146 changes during the open bidding period. Modifications to wage rates are applicable to

proposed bids up to 10 calendar days prior to bid opening. Should a wage rate modification be issued, the City will issue an Addendum and post it on the City website Purchasing page at <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities>. The Bidders can send contact information to Lynn Taylor via email at etaylor@sandyspringsga.gov. Bidders must reference "Bid #16-032, CDBG Multiyear Sidewalk Improvements Program, NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT," in the subject line when requesting or providing information. Bidders may submit questions concerning the bid information but must refer to "Bid #16-032, CDBG Multiyear Sidewalk Improvements Program NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT," in the subject line of their request. Questions must be submitted in writing (email preferred) to Lynn Taylor, Purchasing Agent, at etaylor@sandyspringsga.gov. The final date for submission of questions will be May 13, 2016, at 5:00 p.m. Questions received after this date and time may not be answered. Acknowledgements of any addenda must be included in each bid at the end of the Bid Form.

The City of Sandy Springs reserves the right to reject any and all bids and to waive technicalities and informalities, and to make an award that is in the best interest of the City of Sandy Springs. If the contract is awarded, it will be awarded to the lowest responsive and responsible bidder whose proposal shall have met all the prescribed requirements.

The selected Contractor must be able to begin work within ten (10) calendar days after the issuance of the "Notice to Proceed." Section 108.08 Failure or Delay in Completing Work on Time of the State of Georgia Department of Transportation (GDOT) *Standard Specifications of Transportation Systems* (current edition) shall be applied. Work shall be completed within forty-five (45) calendar days of "Notice to Proceed."

BIDDING INSTRUCTIONS
INCLUDE COMPLETED FORMS WITH BID

1. Bid Form and Addenda Acknowledgement
2. Bid Bond
3. City Qualification Signature and Certification Form
4. City Corporate Certificate
5. List of Subcontractors
6. Section 3 Certification for Contractor
7. Section 3 Certification for Subcontractor
8. Affidavit Verifying Status for City Public Benefit Application (Bidder)
9. Affidavit Verifying Status for City Public Benefit Application (Sub-Contractors)
10. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)
11. Sub-contractor Affidavits under O.C.G.A. § 13-10-91(b)(1)
12. Section 3 Contractor Compliance Certification Required for Prime Contracts Greater Than \$100,000
13. Section 3 Subcontractor Compliance Certification Applies to Subcontracts Greater Than \$100,000

BID FORM

**TO: PURCHASING DIVISION
CITY OF SANDY SPRINGS
7840 ROSWELL ROAD, BUILDING 500
SANDY SPRINGS, GA 30303**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents, or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT Project No: T-0033-6

The Bidder has carefully examined and fully understands the Contract, Specifications, Federal provisions and compliance requirements, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself/herself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his/her bid is accepted, that he/she will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with *GDOT Standard Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from GDOT-certified suppliers only.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

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

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of the Notice to Proceed and to complete all Work within forty-five (45) calendar days from the Notice to Proceed.

The Bidder will be required to sign a "Notice of Intent" (NOI) as the "operator" prior to beginning construction. The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMPs) through the term of the Project. Upon completion but prior to final payment, the Bidder will be required to sign a "Notice of Termination" (NOT) upon final approval by the City of Sandy Springs.

Attached hereto is an executed Bid Bond:

_____ of _____
Name of Financial Institution City, State

\$ _____
In the dollar amount of
(5% of Bid Amount)

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond check shall be forfeited to the City of Sandy Springs.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of the Bidder's Principal is as follows:

Signed, sealed and dated this _____ day of _____ 2016
Date Month

Bidder: _____
Company Name
Seal

Bidder Mailing Address: _____

City/State/ Zip: _____

Phone: _____

Fax: _____

Bidder Email Address: _____

By: _____

Title: _____

By: _____

Title: _____

INSURANCE REQUIREMENTS

Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:
The City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

BONDING REQUIREMENTS

Each bid must be accompanied with a Bid Bond (bonds only, certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs.

Said bid bond guarantees the Bidder will enter into a contract to construct the Project strictly within the terms and conditions stated in this bid, and in the bidding and contract documents, should the construction Contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the sidewalk construction Project.

Bonding shall be in the following amounts:

Bond Type	Amount
<u>Payment Bond</u>	One hundred percent (100%) of the contract
<u>Performance Bond</u>	One hundred percent (100%) of the contract
<u>Maintenance Bond</u> (to be issued after project completion)	One-third (1/3) of the contract

The Maintenance Bond shall be required to guarantee repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of the contract.

Bonds shall be issued by a corporate surety appearing on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. The U.S. Treasury most current corporate surety list can be found at <http://www.fms.treas.gov/c570/c570.html>.

The date of each bond must not be prior to the date of the Contract. If the Contractor is a Partnership, all partners shall execute the bond.

BID BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia (Obligee), at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

**NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT
Project No: T-0033-6**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany a Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to said City of Sandy Springs, Georgia, and 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 City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this Bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A), as amended, including, but not limited to, O.C.G.A. Section 13-10-1 et. seq. and Section 36-86-101, et. seq. and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Day Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY:

Witness to Principal

Address

City, State, Zip

Address

City, State, Zip

SURETY

ATTEST:

BY:

Attorney-in-Fact & Resident Agent

BY:

Attorney-in-Fact & Resident Agent

Address

Address

City, State, Zip

City, State, Zip

SEAL

Witness as to Surety

Address

City, State, Zip

PERFORMANCE BOND
(Required from the awarded contractor.)
NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT
Project No: T-0033-6

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia, (Obligee) at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said Contract according to its terms, covenants, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during all undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Covenant or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.), as Amended, including but not limited to, O.C.G.A. Section 13-10-1 et. seq. and Section 36-86-101, et. seq. and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Date Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

BY: _____
Attorney-in-Fact & Resident Agent

Address

Address

City, State, Zip

City, State, Zip

SEAL

Witness as to Surety

Address

City, State, Zip

PAYMENT BOND
(Required from the awarded contractor.)
NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT
Project No: T-0033-6

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor
Name: _____ at

Address: _____
a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia, (Obligee) at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____.

NOW, THEREFORE, the conditions of this obligation are such that it the Principal shall well, truly and faithfully perform said Contract in accordance to its terms, covenants and conditions and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment had not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery and equipment furnished or the subcontract completed.

PROVIDED, FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract to the Work to be performed thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery and/or equipment having a direct contractual relationship with a Subcontractor, but no contractual relationship express or implied with the Principal.

Unless such person shall have given notice to the Principal within one hundred twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by

registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.), as Amended, including, but not limited to, O.C.G.A. Section 13-10-1, et. seq. and Section 36-86-101 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Date Month

ATTEST:

Principal Secretary
SEAL:

Principal
BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

BY: _____
Attorney-in-Fact & Resident Agent

Address

Address

City, State, Zip

City, State, Zip

SEAL

Witness as to Surety

Address

City, State, Zip

QUALIFICATIONS SIGNATURE AND CERTIFICATION

I certify that this offer is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud.

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards.

I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated (O.C.G.A.), Section 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature:

Print/Type Name:

Date: _____

Print/Type Company Name Here:

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed the said bid on behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____ A.D., 2016 _____
Date Month

Signature _____

Seal

LIST OF SUBCONTRACTORS

I do ____I do not _____ propose to subcontract some of the work on this Project. Subcontractors, if used, are listed in the table below:

LIST OF SUBCONTRACTORS

1. Subcontractor Company Name _____

Address _____ City, State & Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business? Yes No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification? Yes No

2. Subcontractor Company Name _____

Address _____ City, State & Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business? Yes No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification? Yes No

LIST OF SUBCONTRACTORS

3. Subcontractor Company Name _____
Address _____ City, State & Zip _____
Phone _____ Fax _____
Contact Name & Title _____
Contact Email _____

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business? Yes No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification? Yes No

4. Subcontractor Company Name _____
Address _____ City, State & Zip _____
Phone _____ Fax _____
Contact Name & Title _____
Contact Email _____

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business? Yes No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification? Yes No

LIST OF SUBCONTRACTORS

5. Subcontractor Company Name _____
Address _____ City, State & Zip _____
Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business? Yes No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification? Yes No

6. Subcontractor Company Name _____
Address _____ City, State & Zip _____
Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a Federal, state, local or other certified minority, women-owned, small or disadvantaged business? Yes No

Is this Subcontractor a Section 3 business as defined in the Section 3 Contractor Certification? Yes No

Copy and attach this page if additional space is needed.

**SECTION 3 CONTRACTOR COMPLIANCE CERTIFICATION
REQUIRED FOR PRIME CONTRACTS GREATER THAN \$100,000**

As a Prime Contractor for the CDBG Multiyear Sidewalk Improvements Program – NORTHBRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT (Project), I certify that:

1. I will comply with HUD regulations 24 CFR Part 135, known as Section 3, which is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when contracting opportunities and new jobs are created under a construction contract funded with Community Development Block Grant (CDBG), preference will be given to ensuring that these opportunities for contracts, subcontracts and new jobs are given, to the greatest extent feasible, to low- and very low-income persons who live in the community where the construction Project is located.
2. To the greatest extent feasible, **if** I subcontract construction building trades work for this Project, I will direct a minimum of ten percent (10%) of the subcontracts for construction building trades work to Section 3 businesses. A Section 3 business meets the following requirements:
 - (a) Fifty-one percent (51%) or more of the business is owned by Section 3 residents; or
 - (b) Thirty percent (30%) of the permanent, full-time employees of the business are currently Section 3 residents, or within three (3) years of an employee's date of initial hire the employee was a Section 3 resident.
 - (i) A Section 3 resident is:
 - (1) A public housing resident; or
 - (2) A low- or very low-income person living in the Atlanta MSA that meets the income requirements in Table 1 below.

Table 1 **FY2016 FMR Geography Summary for Atlanta-Sandy Springs-Marietta, GA HUD Metro**

FY 2016 FAIR MARKET RENT

DOCUMENTATION SYSTEM

The Final FY 2016 Atlanta-Sandy Springs-Marietta, GA HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2016 FMRs By Unit Bedrooms

Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$764	\$820	\$949	\$1,253	\$1,532

The Office of Management and Budget release new Core Based Statistical Area definitions in February 2013. The Census American Community Survey incorporated these definitions in the ACS2013 release, which are the basis for FY2016 Fair Market Rents. HUD has elected to continue use of the pre-2013 definitions except where the post-2013 definitions result in a smaller FMR area. This is consistent with HUD's objective to maximize tenant choice by allowing FMRs to vary locally.

The Atlanta-Sandy Springs-Marietta, GA HUD Metro FMR Area consists of the following counties: Rockdale County, Georgia; Barrow County, Georgia; Bartow County, Georgia; Carroll County, Georgia; Cherokee County, Georgia; Clayton County, Georgia; Cobb County, Georgia; Coweta County, Georgia; Dawson County, Georgia; DeKalb County, Georgia; Douglas County, Georgia; Fayette County, Georgia; Forsyth County, Georgia; Fulton County, Georgia; Gwinnett County, Georgia; Heard County, Georgia; Henry County, Georgia; Jasper County, Georgia; Newton County, Georgia; Paulding County, Georgia; Pickens County, Georgia; Pike County, Georgia; Spalding County, Georgia; and Walton County, Georgia. All information here applies to the entirety of the Atlanta-Sandy Springs- Marietta, GA HUD Metro FMR Area.

NOTE: Underlined headings in both the FMR and IL tables link to detailed documentation concerning the calculations of the parameters listed here. Income Limit areas are based on FY 2016 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2016 [Fair Market Rent documentation system](#).

FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income <input type="text" value="Explanation"/>	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Atlanta- Sandy Springs- Roswell, GA HUD Metro FMR Area	\$67,500	Very Low (50%) Income Limits (\$) <input type="text" value="Explanation"/>	23,650	27,000	30,400	33,750	36,450	39,150	41,850	44,550
		Extremely Low Income Limits (\$) * <input type="text" value="Explanation"/>	14,200	16,200	20,160	24,300	28,440	32,580	36,730	40,890
		Low (80%) Income Limits (\$) <input type="text" value="Explanation"/>	37,800	43,200	48,600	54,000	58,350	62,650	67,000	71,300

- I will, to the greatest extent feasible, direct all new job opportunities for the Project to Section 3 residents with the minimum hiring goal that thirty percent (30%) Section 3 residents will fill these new jobs (i.e., 1 out of 3 new employees hired for this Project is a Section 3 resident). I understand that this requirement only applies if I will hire new employees for this Project.

4. I will make a good faith effort to advertise, work with other organizations and take the steps described in Exhibit E of this Contract to locate eligible Section 3 residents in order to achieve the subcontracting and new hiring requirements of 24 CFR Part 135 described in this certification when I subcontract or if I hire new employees for this Project.
5. I will keep records of public advertising notices, correspondence, copies of email, phone logs and other records in my business file for this Project that document the steps taken to meet the requirements of this certification.
6. I will provide copies of the self-certification forms for Section 3 residents and businesses included at Exhibit K and Exhibit L to document that I have met the Section 3 subcontracting and new hire (where applicable) requirements for this Project. I will retain completed certifications in my business files for this Project.
7. I will comply with the Section 3 Clause included in Section 7.4 Compliance of the Contract Agreement.

Contractor:

Name _____

Signature _____

Title _____

Date _____

https://www.huduser.gov/portal/datasets/fmr/fmr_il_history/data_summary.odn?inputname=METRO12060M12060*Atlanta-Sandy+Springs-Marietta%2C+GA+HUD+Metro+FMR+Area%2B1325599999&hmfa=Yes&year=2016&area_choice=hmfa&fmr_year=2015&il_year=2015&inputfips=&fips=

**SECTION 3 SUBCONTRACTOR COMPLIANCE CERTIFICATION
APPLIES TO SUBCONTRACTS GREATER THAN \$100,000
(This certification not required for subcontracts \$100,000 or less)**

As a Subcontractor for the CDBG Multiyear Sidewalk Improvements Program – NORTHBRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT (Project) included in the List of Subcontractors for the Project, I certify that:

1. I will comply with HUD regulations 24 CFR Part 135, known as Section 3, which is a provision of the Housing and Urban Development Act of 1968. Section 3 is intended to ensure that when contracting opportunities and new jobs are created under a construction contract funded with Community Development Block Grant (CDBG), preference will be given to ensuring that these opportunities for contracts, subcontracts and jobs are given, to the greatest extent feasible, to low- and very low-income persons who live in the community where the construction Project is located.
2. To the greatest extent feasible, **if** I subcontract construction building trades work to lower-tier subcontractors for this Project, I will direct a minimum of ten percent (10%) of the subcontracts for construction building trades work to Section 3 businesses. A Section 3 business meets the following requirements:
 - (a) Fifty-one percent (51%) or more of the business is owned by Section 3 residents; or
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		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	37,800	43,200	48,600	54,000	58,350	62,650	67,000	71,300

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2016 [Fair Market Rent documentation system](#).

3. I will, to the greatest extent feasible, direct all new job opportunities for the Project to Section 3 residents with the minimum hiring goal that thirty percent (30%) Section 3 residents will fill these new jobs (i.e., 1 out of 3 new employees hired for this Project is a Section 3 resident). I understand that this requirement only applies if I will hire new employee for this Project.
4. I will make good faith efforts to advertise, work with other organizations and take the steps described in Exhibit E of this Contract to locate eligible Section 3 residents in order to achieve the subcontracting and new hiring requirements of 24 CFR Part 135 described in this certification when I subcontract or if I hire new employees for this Project.
5. I will keep records of public advertising notices, correspondence, copies of email, phone logs and other records in my business file for this Project that documents the steps taken to meet the requirements of this certification.
6. I will provide copies of the self-certification forms for Section 3 residents and businesses included at Exhibit K and Exhibit L to residents and businesses to document that I have met the Section 3 subcontracting and new hire (where applicable) requirements for this Project. I will retain completed certifications in my business files for this Project.
7. I will comply with the Section 3 Clause included in Section 7.4 Compliance of the Contract Agreement.

Subcontractor

Name _____

Signature _____

Title _____

Date _____

**AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
(This form must be completed by bidder and all proposed sub-contractors.
Bidder should include ALL completed forms with their bid.)**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

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

Notary Public: _____ My Commission Expires: _____

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

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)
(This form must be completed by bidder and all proposed sub-contractors.
Bidder should include ALL completed forms with their bid.)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____

NOTARY PUBLIC

My Commission Expires: _____



CONTRACT AGREEMENT

For

NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT

Project # T-0033-6

("Project")

Between

THE CITY OF SANDY SPRINGS, GEORGIA

("City")

And

("Contractor")

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- 1.6 Intent and Interpretation
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CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and Contractor Name, (hereinafter referred to as the Contractor) under seal for construction of the NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified **(meaning a Prequalified Prime or Registered Contractor listed by the Georgia Department of Transportation, Office of Contract Administration)** and experienced to provide such services necessary for construction of the Project (The City requires that the Contractor comply with all Federal, State and Local legal requirements imposed on the Project as the result of the City using Federal CDBG Program funds for the Project, and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, Federal Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation to Bid No. 16-032 ("the Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereunder defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes or including, as used in this Contract, shall be deemed to be followed by this phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contractual Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. By the execution hereof, the Contractor acknowledges and represents that it has reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor, has not, does not and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, or other categories, nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy or inconsistency among any of the Contract Documents, the following hierarchy shall control:

- A. As between figures given on drawings and the scaled measurements, the figures shall control;
- B. As between large scale drawings and small scale drawings, the large scale shall govern;
- C. As between drawings and specifications, the requirements of the specifications shall govern;
- D. As between the Contract Agreement and General Conditions and the specifications, the requirements of the Contract Agreement shall govern.

As set forth hereinabove, any and all conflicts, discrepancies or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferred from this Contract.

2.2 "Work" Defined

The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following:

- A. Construction of the whole or a designated part of the Project;
- B. Furnishing of any required surety bonds and insurance; and
- C. Provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract.

The Work to be performed by the Contractor is generally described in Exhibit A: Scope of Services, attached hereto.

2.3 Review of Work

2.3.1 Authorized representatives of the City, GDOT, HUD or other affected agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimate, maps and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from 8:00 AM to 5:00 PM and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No Work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.) The City may order the Contactor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days and complete the work within forty-five (45) calendar days in accordance with the Contract Documents. The number of available days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by parties hereto in writing as provided herein.

3.1.2 The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving the Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 Substantial completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence for this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Exhibit B: Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the **5th** of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to Exhibit B: Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may

require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly stored on-site (or elsewhere if approved in advance in writing by the City) for subsequent incorporation into the Work, less the total amount of previous payments received from the City. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof of required insurance. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is represented in the invoice and is required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set forth in Paragraph 5.3 herein below; PROVIDED, HOWEVER, that when fifty percent (50%) of the Contract value, including Change Orders and other additions to the Contract Work and its progress are reasonably satisfactory to the City, the City shall withhold no more retainage. At the discretion of the City, and with the approval of the Contractor, the retainage of any Subcontractor may be released separately as the Subcontractor completes its Work. If however, 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 by the City, the Contractor and Subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the City set forth herein to retainage are in addition to all of the other rights and remedies of the City set forth in this Agreement.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedures, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Federal Davis Bacon Act and Contract Work Hours and Safety Standards Act

○
General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

5.3.1 The CDBG Program Multiyear Sidewalk Improvements Program-Community Development Block Grant (CDBG) Program Sidewalks Improvements Program, Phase 2, Roswell Road, Northridge to Roberts Drive Construction Project is a Project covered by Federal Davis-Bacon Act (DBA). The Contractor and all Subcontractors will be required to submit **weekly** payrolls for laborers and mechanics working on the Project beginning with the first week work begins. Payroll reports should be numbered consecutively (Payroll #1, Payroll #2, etc.) prior to submission, to include designating the last payroll submitted as the "Final" payroll. The U.S. Department of Labor (DOL) does not require

that payrolls be submitted to the City on DOL Form WH-347; however, the Contractor and all Subcontractors must use a payroll format that includes at a minimum the same information recorded on the WH-347 Form, including the certification signatures on page two of the form. A copy of the DOL Form WH-347 is attached hereto and incorporated herein at Exhibit M. It is important to note that under new rules adopted by the DOL on January 18, 2009, employee addresses and full Social Security Numbers (SSNs) must no longer be included on the certified payroll report. Instead, Contractors and Subcontractors need to ensure that an individual identification number is used instead of an employee's SSN. However, using the last four digits of an employee's SSN is considered an acceptable means of identification on a certified payroll. The Contract Work Hours and Safety Standards Act (CWHSSA) applies to the prime contract for the Project when it is greater than \$100,000. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any one workweek) for workers covered by the wage decision for the Project. Contractors and Subcontractors must comply with the CWHSSA requirements for this Project.

5.3.2 Weekly payrolls submitted by the Contractor and Subcontractors must be signed certifying that the information contained in each payroll is correct. The payroll certification language and signature block are included on the reverse side of the DOL Form WH-347. If the Contractor and Subcontractor are using an alternative payroll format type, the language included on the reverse side of the DOL Form WH-347 must be included with that alternate payroll format for the payroll to be considered certified, along with the required signatures. The Contractor and Subcontractor have the option to copy the back of the WH-347, sign it and submit it with their alternate payroll form to meet the certification requirement. The Contractor shall submit weekly electronic copies of certified all payrolls and shall include all **original** certified payrolls with each monthly invoice for payment.

5.3.3 "No Work" payrolls must be submitted and labeled "No Work" whenever there is an interruption in the Project work by either the Contractor or Subcontractors in order for the City to provide an accurate accounting of Project progress. The Contractor should notify the City of work stoppages greater than two (2) weeks under the prime contract or any subcontracts.

5.3.4 The Contractor should review each Subcontractor's payroll reports for compliance **prior** to submitting the certified payrolls to the City. The Contractor is responsible for the full compliance of all Subcontractors with DBA and CWHSSA, and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for all Subcontractors on the Project must be submitted to the City through the Contractor.

5.3.5 The Contractor must keep a complete set of payrolls for the prime contract, and other basic records such as time cards, tax records and evidence of fringe benefit payments for a Project covered by Davis-Bacon for at least four (4) years after the Project

is completed. The Contractor must also keep a complete set of all of the payrolls for every subcontract for not less than three (3) years after the completion of the Project.

5.2.4.5 The Contractor is responsible for the full compliance of all Subcontractors working on the Project with the labor standards provisions applicable to the Project. Because of the contractual relationship between a Contractor and its Subcontractors, Subcontractors should communicate with the City through the Contractor.

5.2.4.6 Contractors and/or Subcontractors that violate labor standards provisions may face administrative sanctions imposed by HUD and/or DOL, including debarment from participation in Federal contracting. Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including corrections to certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

5.4 Withheld Payment

5.4.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- A. Defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- B. Claims of third parties against the City or the City's property;
- C. Failure by the Contractor to pay Subcontractors or others in prompt and proper fashion;
- D. Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- E. Evidence that the Work will not be completed in the time required for substantial or final completion;
- F. Persistent failure to carry out the Work in accordance with the Contract; and
- G. Damage to the City or a third party to whom the City is, or may be liable.

In the event that the City makes a written demand upon the Contractor for amounts previously paid by the City in this Subparagraph 5.4.1, the Contractor shall promptly comply with such demand.

5.5 Substantial Completion

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City in writing. The City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List

within fifteen (15) available days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the fifteen (15) available days. Once the fifteen (15) available days expires after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work, and if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.6.3. Guarantees required by the Contract shall commence on the date of final completion of the work.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefore by the City, the Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required of the Contractor, including but not limited to the following:

- A. Its affidavit that all payrolls, invoices for materials and equipment and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied;
- B. Releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; and
- C. Consent of Surety, if any, to final payment.

If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.6.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the City for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected and no longer exists, or the City orders the Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such Work stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or

cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 The Contractor's performance of the Work shall comply with all Federal and state legal requirements including specifically, but not limited to, GDOT's Standard Specifications, Construction of Transportation Systems (current edition), and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.2 The Contractor shall comply with the requirements of HUD Form 4010, Federal Labor Standards Provisions, for the Community Development Block Grant (CDBG) Program. HUD Form 4010 is incorporated herein as Exhibit D. The Contractor further

agrees to require compliance with and physical incorporation of the provisions of HUD Form 4010 into all subcontracts, as well as the subcontractor's lower-tier subcontracts, for construction of the Project. The Contractor may reproduce Exhibit D to ensure that each subcontract includes a copy of the Federal Labor Standards Provisions HUD Form 4010 for the Project. The Contract shall also incorporate wage decision # GA160146 03/11/2016 GA146 into all subcontracts and lower-tier subcontracts.

7.4.3 The Contractor shall comply with and shall require its Subcontractors to comply with Equal Employment Opportunity, Civil Rights Act and other Federal contract provisions attached hereto and incorporated herein as Exhibit C.

7.4.4 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-free Workplace Act" have been complied with in full, in the form attached hereto as Exhibit G Certification of Sponsor, Drug-free Workplace, and incorporated herein.

7.4.5 The Contractor shall provide to the City in the form attached hereto as Exhibit H, Contractor Certification Regarding Debarment, Suspension and Other Responsibility Matters, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions, and shall cause all lower tier participants or Subcontractors to submit the certificate attached hereto as Exhibit H, Lower Tier Contractor Certification Regarding Debarment, Suspension and Other Responsibility Matters, according to the instructions attached to the certification form.

7.4.6 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et. seq. of the Official Code of Georgia Annotated, "Georgia Utility Facility Protection Act," Call Before You Dig 1-800-282-7411.

7.4.7 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of Exhibit I, Certification of Contractor – Georgia Security and Immigration Compliance Act, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in the Official Code of Georgia Annotated (O.C.G.A.) Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>.

7.4.8 The Contactor shall comply with and require its Subcontractors to comply with the Section 3 clause A-G of this subparagraph. The CDBG Program Sidewalk Improvements Program- NORTHRIDGE ROAD CDBG PEDESTRIAN LIGHTING PROJECT is a Section 3 covered contract as described by Federal regulations 24 CFR part 135. The Section 3 clause requirements are as follows:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the anticipated date the work shall begin.
- D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract, or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. The Section 3 clause is provided as Exhibit F to insert in all subcontracts as required in this section.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

7.4.9 The Contractor shall ensure that the Davis-Bacon Act Project wage decision # GA160146 03/11/2016 GA146, and any modifications to the wage decision # GA160146 03/11/2016 GA146, is included in all subcontracts and lower-tier subcontracts for the Project. The Contractor shall also ensure that Federal Labor Standards Provisions at Exhibit D are included in all subcontracts and any lower-tier subcontracts for the Project. The wage decision is attached hereto and included herein as Exhibit P.

7.4.10 The Contractor and any Subcontractors may use apprentices for work on the Project when they are employed and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, with an approved apprenticeship program through the State of Georgia, or if a person is employed in his/her first ninety (90) days of probationary employment as an apprentice, who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship and Training, or by a State of Georgia apprenticeship program to be eligible for probationary employment as an apprentice. If apprentices are used on the Project, the wage rate paid shall not be less than the specified rate in the registered program for the apprentice's level of progress expressed as a percentage of the journeyman's rate contained in the applicable wage determination.

7.4.11 The Contractor and any Subcontractor may use trainees for work on the Project, but trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress.

7.4.12 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed.

7.6 Permits, Inspections, Fees and Licenses

7.6.1 Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in

the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE A CLAIM FOR ANY ALLEGED DELAY, ACCELERATION OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract, Wage Decision and Notice to All Employees poster to be maintained at Project Site

7.9.1 The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.9.2 The Contractor shall post a copy of DOL wage decision # GA160146 03/11/2016 GA146 and a copy of the DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The poster is available online at the DOL website at: <http://www.dol.gov/whd/programs/dbra/wh1321.htm> and is attached hereto and incorporated herein as Exhibit N.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms to the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site,

the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City, GDOT, HUD or any other affected Federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, GDOT, HUD, their officers, employers, representatives and agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contactors. In such event, the Contractor shall fully cooperate with

the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for four (4) years from the date of final payment under the Contract, for inspection by HUD and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract, and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** – Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground, or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a

waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 Claims for Additional Costs – If the Contractor wishes to make a claim for an increase in the Contract Prices, as a condition precedent to any liability of the City therefore, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

8.1.5 Claims for Additional Time – if the Contractor is delayed in the progress of any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonable Anticipated

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Subcontractors

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made a timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has an objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered without invalidating this Contract by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by the law. The Contractor's execution of the Change Order

shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and Final completion of the subject Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the

difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the City, terminate performance under this Contract and recover from the City payment for all work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such an event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with sub-paragraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregard laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, and at all times that this Agreement is in force, the Contractor shall obtain, maintain and furnish certificates from licensed insurance companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City for the minimum amounts or levels of insurance described in Exhibit J, Insurance Requirements attached hereto and incorporated herein.

13.1.2 All insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the City. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverage, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City of non-renewal or material adverse change of any of the required coverage

terminates the Agreement as of the date that the Contractor should have given notification to the City.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of such certificates to the City.

13.1.4 The Contractor shall provide the City such additional information in respect of insurance provided by it as the City may reasonable request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

14.1 Disputes

14.1.1 No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and the City

15.1.1 The Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

CONVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by the Contractor for this purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations

contained in this contract. The Contractor shall not assign this Contract without the written consent of the City.

17.3 Surety Bonds

The Contractor shall furnish separate performance and payments bonds to the City. Each bond shall set forth a penal sum in the amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in a form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution this Agreement and the surety bonds for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

EXHIBIT A
TO CONTRACT AGREEMENT

SCOPE OF SERVICES

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the City of Sandy Springs Project T-0033-6, Northridge Road Pedestrian Lighting Project, to install City furnished pedestrian lights along the north side of Northridge Road as per the attached plans.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation *Standard Specifications, Construction of Transportation Systems* (current edition) – **SEE ALSO EXHIBIT O, "SPECIAL PROVISIONS"**, **PROVIDED WITH "REQUEST FOR BID" DOCUMENTS**. All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

There is City furnished equipment to be installed by the Contractor as follows:

- A) 15 – 13-foot-high lighting posts and associated 55W LED luminaires
- B) 1 – 15-foot-high lighting posts and associated 70W LED luminaires
- C) 16 sets of pole-to-base mounting hardware

EXHIBIT B
TO CONTRACT AGREEMENT

BID SCHEDULE

**EXHIBIT B
TO CONTRACT AGREEMENT
BID SCHEDULE**

T-0033-6 Northridge Road Lighting						
L.I.N.	Pay Item No.	Description	Unit	Quantity	Unit Price	Total Price
10	001-5000	UTILITY CONTIGENCY (AS DIRECTED BY ENGINEER)	LS	1	\$10,000	\$10,000
15	009-3500	MISCELLANEOUS LANDSCAPE ALLOWANCE (AS DIRECTED BY ENGINEER)	LS	1	\$10,000	\$10,000
20	150-1000	TRAFFIC CONTROL - T033-6	LS	1		
25	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A (AS DIRECTED BY ENGINEER)	LF	650		
30	171-0010	TEMPORARY SILT FENCE, TYPE A (AS DIRECTED BY ENGINEER)	LF	1,300		
35	210-0100	GRADING COMPLETE - T033-6	LS	1		
40	441-0104	CONC SIDEWALK, 4 IN (AS DIRECTED BY ENGINEER)	SY	25		
45	500-3800	CLASS A CONCRETE, INCL REINF STEEL - FOR LIGHT BASES (INCLUDING INSTALLATION OF THE MOUNTING HARDWARE PROVIDED BY THE CITY OF SANDY SPRINGS)	CY	8		
50	615-1200	DIRECTIONAL BORE - 2 IN	LF	1800		
55	681-4121	LIGHTING STD, 13 FT MH, POST TOP (PROVIDED BY CITY - CONTRACTOR TO INSTALL)	EA	15		
60	681-4155	LIGHTING STD, 15 FT MH, 2 FT ARM (PROVIDED BY CITY- CONTRACTOR TO INSTALL)	EA	1		
65	681-6303	LUMINAIRE, TP 3, 70 W, LED (PROVIDED BY CITY-CONTRACTOR TO INSTALL)	EA	1		
70	681-9999	LUMINAIRE, TP 3, 55 W, LED (PROVIDED BY CITY-CONTRACTOR TO INSTALL)	EA	15		
75	682-1404	CABLE, TP XHHW, AWG NO 8	LF	5550		
80	682-6225	CONDUIT, NONMETL, TP 2, 2 1/2 IN	LF	50		
85	682-6233	CONDUIT, NONMETL, TP 3, 2 IN	LF	1800		
90	682-9000	MAIN SERVICE PICK UP POINT	LS	1		
95	682-9022	ELECTRICAL JUNCTION BOX, REINFORCED PLASTIC MORTAR	EA	1		
100	700-9300	SOD (AS DIRECTED BY ENGINEER)	SY	200		
105	900-0039	BRICK PAVERS (ALL INCLUSIVE)	SF	275		
TOTAL BASE BID AMOUNT						

TOTAL BID PRICE \$ _____

TOTAL BID PRICE IN WORDS _____

Total Bid Price: \$ _____

Total Bid Price in Words:

Company Name

Authorized Signature

Print/Type Name

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted by the City Council within ninety (90) days of the date of Bid opening, that he will furnish any or all of the items upon which Prices are quoted, at the Price set opposite each item, delivered to the designated point(s) within the time specified in the Bid Schedule.

Company Name

Street Address

City, State, Zip

Authorized Signature

Print/Type Name

Email Address

EXHIBIT C
TO CONTRACT AGREEMENT

REQUIRED FEDERAL CONTRACT PROVISIONS

This Contract is funded in whole or in part with Federal Community Development Block Grant (CDBG) funds made available to the City of Sandy Springs through the U.S. Department of Housing and Urban Development (HUD). These additional provisions apply when CDBG is used to finance eligible activities permitted by the CDBG regulations published at 24 CFR Part 570. The provisions that follow apply to the CDBG Program Multiyear Sidewalk Improvements Program-Community Development Block Grant (CDBG) Program Sidewalks Improvements Program, Phase 2, Roswell Road, Northridge to Roberts Drive Construction Project and this Agreement. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include Exhibit C in all subcontracts and ensure Exhibit C is also included in all lower-tier subcontracts of the Subcontractor.

1. Davis-Bacon Act - 29 CFR Parts 1, 3, 5, 6, and 7

In carrying out this Agreement, the Contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-333

The Contractor shall comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by U.S. Department of Labor regulations 29 CFR Part 5. CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on covered projects. The Act applies to both direct Federal contracts and indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for criminal prosecution. CWHSSA does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates. CWHSSA applies to prime contracts greater than \$100,000 and to all subcontracts and lower-tier subcontracts or the Subcontractor.

Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

3. Copeland "Anti-Kick Back" Act – 18 U.S.C. § 874 and 40 U.S.C. § 276c; 29 CFR Part 3

The Contractor, Subcontractor(s) and lower-tier Subcontractors shall comply with the requirements of the Copeland "Anti-Kick Back" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to *kickback* (i.e., give up or pay back any part of their wages. The Copeland Act requires every employer (Contractors and Subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.

4. Equal Employment Opportunity – Title VII of the Civil Rights Act of 1964; E.O. 11246

- A. The Contractor will ensure that all Subcontractor(s) and lower-tier Subcontractors agree to incorporate or cause to be incorporated into any contract for professional services or construction, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Part 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving a grant, contract, loan insurance or guarantee, the following equal opportunity clause below.
- B. During the performance of the contract, the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) will:
 - 1. Not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin;
 - 2. Take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship;

3. Post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. E.E.O. posters are included herein as Exhibit N to ensure notification of employees.
4. In all solicitations or advertisements for employees stating that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin;
5. Send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the E.E.O. commitments under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment;
6. Comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules regulations and relevant orders of the Secretary of Labor;
7. Furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;
8. In the event of non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor, Subcontractor(s) and lower-tier Subcontractor(s) may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or a otherwise provided by law; and
9. Include paragraph B, and B1-9 in every subcontract, lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the administering agency to enter into such litigation to protect the interests of the United States.

- C. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in the work on or under the contract.
- D. The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- E. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subcontractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the City or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan insurance or guarantee) refrain from extending any further assistance to the Contractor under the CDBG program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate proceedings.

5. Title VI of Civil Rights Act of 1964 – 42 U.S.C. § 2000d et seq.

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

- A. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices.

- B. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- C. The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City and the U.S. Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the U.S. Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- D. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the U.S. Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
 - 2. Cancellation, termination or suspension of the contract, in whole or in part.
- E. The Contractor shall include the provisions of paragraph A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directive issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the U.S. Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the City to enter such litigation to protect the City of Sandy Springs, and in addition, the Contractor may request the U.S. Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

6. Section 504 of the Rehabilitation Act of 1973 – 29 U.S.C. 794, 24 CFR Parts 8 and 9

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices that state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. E.E.O. posters are included herein as Exhibit N to ensure notification to disabled employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

7. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq; 24 CFR Parts 40 and 41

The Contractor shall comply with the Architectural Barriers Act, which requires buildings and facilities that are constructed by or on behalf of, or leased by the United States, or buildings financed, in whole or in part, by a grant or loan made by the United States to

be accessible to persons with mobility impairments. The Architectural and Transportation Barriers Board (ATBCB) has coordination authority for the ABA of 1968.

8. Age Discrimination in Employment Act of 1975 – 42 U.S.C. 6101, et seq; 24 CFR Part 146

The Contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. Americans with Disabilities Act of 1990 – E.O. 11250; 42 U.S.C. 12131; 24 CFR Part 35

The Contractor shall comply with the Americans with Disabilities Act of 1990, which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Energy Policy and Conservation Act – Public Law 94-163, Stat. 871

The Contractor shall comply with the requirements of mandatory standards and policies relating to energy efficiency, which are contained in the Georgia energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

11. Section 109 Title I of the Housing and Urban Development Act of 1974 – 42 U.S.C. 5309

The Contractor shall, as provided for in Section 109, ensure that no person in the United States shall, on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

12. Section 306 Clean Air Act, Section 508 Clean Water Act and EPA Regulations – 42 U.S.C. 1857(h); 33 U.S.C. 1251 et seq. as amended; 40 CFR Part 15

The Contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts, subcontracts and sub-grants in amounts in excess of \$100,000.

13. Section 3 – 24 CFR Part 135

The Contractor shall comply with the purposes of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) and ensure that employment and other economic opportunities generated by HUD-funded programs, to the greatest extent feasible, and consistent with Federal, State and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 regulations apply only to Contractors (or Subcontractors) receiving CDBG funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation or other public construction projects.

14. Certification of Nonsegregated Facilities – E.O. 11246; 41 CFR Part 60-1.8

The Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments, and those under its control. The Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregate facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certification for specific time periods).

15. Drug-free Workplace Requirements – 41 U.S.C. 701; 24 CFR Part 21.

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the Drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Minority, Women-owned, Small Business Enterprise (M/W/SBE) – 24 CFR Part 85(e)

The Contractor, and any subsequent Subcontractors, shall take affirmative steps to contract with minority, women-owned and small businesses, and labor surplus area firms. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
21 24 CFR PART 85
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- F. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- G. Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in this section.

17. Copyrights and Patent Rights – 24 CFR Part 85.34 and Part 85.36(i)(8)

No reports, maps or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor or any Subcontractor. The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes (a) a copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a grantee, sub-grantee or Contractor purchases ownership with grant support.

18. Audits – 24 CFR Part 85.26(b)(1)

Commercial Contractors (private for-profit, and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. However, the Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the City or any authorized

representative, and will be retained consistent with Record Retention requirements stated in Section 21.

19. Conflict of Interest – 24 CFR Part 85.36 and 24 CFR Part 570.611

The Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported with CDBG. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract supported with CDBG if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- A. An employee, agent, consultant, officer or elected or appointed official of the grantee, any designated public agency or any sub-recipient agency that is receiving CDBG funds from the City;
- B. Any member of his/her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties to sub-agreements funded with CDBG funds. To the extent permitted by the State or local law or regulations, such standards of conduct shall provide for the penalties, sanctions or other disciplinary actions for violations of such standards of by the grantee's officers, employees or agents, or Contractors or their agents.

No persons described in A through D above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

20. Records Retention – 24 CFR Part 85.42(a)-(d)

The Contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, statistical and other records pertinent to this contract and the grant program shall be maintained for 4 years (24 CFR Part 570(a)(16)). However, if any

litigation, claim, negotiation, audit or other action involving the records starts before the expiration of the 4-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 4-year period, whichever is later.

21. Records Access – 24 CFR Part 85.42(e) & (f)

The Contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the Comptroller of the United States and any of their authorized representatives in order to audit, examine, excerpt and transcribe information as needed.

22. Contractor to Furnish Necessary Personnel Resources

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals any contractual relationship with the City.

All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the City. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

23. Compliance with State and local laws

The Contractor specifically agrees that in performance of the services herein enumerated, Contractor and his/her employees/agents will comply with any applicable State and local statutes, ordinances and regulations at the time this agreement is executed.

EXHIBIT D **TO CONTRACT AGREEMENT**

Federal Labor Standards Provisions HUD Form 4010

Federal Labor Standards Provisions

U.S Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

classification and wage rate and fringe benefits therefore only when the following criteria have been met:

Previous editions are obsolete

(iv) If the contractor does not make payments to a trustee or other third party, the contractor may consider as part

form HUD-4010 (06/2009)
ref. Handbook 1344.1

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for an on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certifications of trainee programs, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home address shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/forms/wh346instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its records, without weekly submission to HUD or its designee. (Approved by Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFRE 5.5(a)(3)(ii), the appropriate information is being maintained

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

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying or transcription by authorized representative of HUD or its designee or the Department of Labor, and shall permit such representative to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

registered program. Any worker listed on a payroll at an apprenticeship wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training program approved by

Previous editions are obsolete

form **HUD-4010** (06/2009)
ref. Handbook 1344.1

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

8. Compliance with Davis-Bacon and Related Acts Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C. "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of...influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of 10\$ for each calendar day on which such individual was required or permitted to work in excess of the standards workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under contraction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (public Law 91-54, 83 Stat 96). 40 U.S.C. 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E
TO CONTRACT AGREEMENT

**CONTRACTOR AND SUBCONTRACTOR SECTION 3 EMPLOYMENT AND
CONTRACTING COMPLIANCE**

When Contractors and Subcontractors are selected to provide construction services that are funded with CDBG, they must include in their bid documents certifications that they will, to the greatest extent feasible, meet HUD's Section 3 requirements. Section 3 Contractor and Subcontractor certifications are included in the bid documents to document Contractor and Subcontractor compliance.

Some examples of how Contractors and Subcontractors can find Section 3 businesses and residents include the following:

1. Consult with a State Department of Labor, or other local agencies that administer JTPA (Jobs Training Partnership Act) or other Workforce Development Programs, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations that can assist with recruiting Section 3 residents for new jobs the Contractor's or Subcontractor's need to fill.
 - Georgia Department of Labor 1-877-562-7442
 - Fulton County Workforce Development (404) 613-4480
2. Employ a job coordinator, or contract with a business that is licensed in the field of job placement, that can match Section 3 residents with the new job openings the Contractor or Subcontractor intends to fill.
3. Enter into "First Source" hiring agreements with organizations representing Section 3 residents. The Atlanta Workforce Development Agency is a local organization that has a First Source Program.
 - Atlanta Workforce Development Agency (404) 658-9675 or www.atlantaworkforce.org
4. Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.
5. Establish training programs, which are consistent with the requirements of the U.S. Department of Labor (DOL) for Section 3 residents in the building trades.
6. Advertise training and employment opportunities with organizations identified as likely to have Section 3 residents as participants.

7. Contact Public Housing Authority resident councils, resident management corporations, and resident and community organizations in communities where Section 3 residents live to request assistance in notifying residents of the training and employment opportunities to be filled by the contractor or subcontractor. Contractors and subcontractors will find contact information for Housing Authorities and other local agencies below. Contractors and subcontractors with training and employment opportunities for the CDBG Program Multiyear Sidewalk Improvements Program-Community Development Block Grant (CDBG) Program Sidewalks Improvements Program, Phase 2, Roswell Road, Northridge to Roberts Drive Construction Project can contact these agencies directly to advertise positions for new hires for the Project to ensure a minimum of thirty percent (30%) new employees hired are Section 3 residents.
 - Housing Authority of Fulton County: (404) 588-4950
 - Atlanta Housing Authority: (404) 892-4700
 - Dekalb County Housing Authority: (404) 270-2500
 - Marietta Housing Authority: (770) 419-3200
 - Mission Village Day Worker Center: (404) 781-7663
 - Community Action Center: (770) 552-4889
8. Contact agencies administering HUD Youthbuild programs and requesting assistance in recruiting Youthbuild participants for the training and employment opportunities to be filled by the contractor or subcontractor. Agencies in the Atlanta metro area that administer Youthbuild programs include:
 - Fulton-Atlanta Youthbuild: (404) 320-0166
 - Metro Atlanta Youthbuild: (770) 429-4400
 - Downtown Atlanta Area Resource Empowerment Center (404) 525-6218
9. Undertaking job counseling, education and related programs in association with local educational institutions.
10. Where there are more qualified Section 3 residents than there are positions to be filled, maintain a file of eligible qualified Section 3 residents for future employment opportunities.
11. Sponsor a job informational meeting to be conducted by a Housing Authority or contractor representative or representatives in a location where Section 3 persons reside in the neighborhood or are where the CDBG Project is located.
12. Contact business assistance agencies, minority contractor's associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses as potential bidders for CDBG Projects where Section 3 applies.

13. Provide written notice to all known Section 3 businesses of contracting or subcontracting opportunities.
14. Where appropriate, break out contract work items into economically feasible units to facilitate participation by Section 3 businesses.
15. Advertise the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
16. Develop a list of eligible Section 3 businesses that can be used for current and future subcontracting opportunities.
17. Support businesses which provide economic opportunities to low-income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce, and comparable agencies at the state and local levels.
18. Actively support joint ventures with Section 3 businesses.
19. Actively support the development or maintenance of business incubators which assist Section 3 businesses.

EXHIBIT F
TO CONTRACT AGREEMENT

SECTION 3 CLAUSE FOR SUBCONTRACTING

When a Contractor subcontracts work under this Project, the Section 3 Clause must be included in each subcontract. This Exhibit F can be photocopied and inserted in each subcontract to meet this requirement.

Section 3 Clause requirements are as follows:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the anticipated date the work shall begin.
- D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract, or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT G
TO CONTRACT AGREEMENT

CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of

_____, ("Contractor"), whose address is

_____ and I further certify that:

The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act" have been complied with in full; and

A drug-free workplace will be provided for the Contractor's employees during the performance of the Agreement; and

Each Subcontractor hired by the Contractor shall be required to ensure that all Subcontractors' employees are provided a drug-free workplace. The Contractor shall secure from that Subcontractor the following written certification; "As part of the subcontracting agreement with the Contractor, _____ certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT H
TO CONTRACT AGREEMENT

**CONTRACTOR CERTIFICATION REGARDING, DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS AND INSTRUCTIONS**

I hereby certify that I am the _____ and duly
authorized representative of the firm of _____
whose address is _____

and I certify that I have read and understand the attached instructions that follow this certification, and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation (GDOT), the U.S. Department of Housing and Urban Development (HUD) or by any other Federal department or agency; and
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 24 CFR Part 24 that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation (GDOT), the U.S. Department of Housing and Urban Development (HUD) or by any other Federal department or agency.
- (c) I further acknowledge that this certificate is to be furnished to the City of Sandy Springs in connection with the Prime Contractor Agreement involving participation in a project funded with Federal Community Development Block Grant (CDBG) Program funds, and is subject to applicable state and Federal laws, both criminal and civil.

Date: _____
(SEAL)

INSTRUCTIONS
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION
LOWER-TIER COVERED TRANSACTIONS

This certification applies to subcontractors, material suppliers, vendors and other lower-tier participants.

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out in Exhibit H;
2. The certification in Exhibit H is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment;
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom the proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous due to changed circumstances;
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations (24 CFR Part 24);
5. The prospective lower-tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower-tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated;
6. The prospective lower-tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion---Lower-tiered Transactions," without modification, in all lower-tier covered transactions and in all solicitation for lower-tier covered transactions;

7. A participant in a covered transactions may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement list;
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary conduct of business dealings; and
9. Except for transactions authorized under paragraph five of these instructions, if the participant in a covered transaction knowingly enters into a lower-tier transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.

EXHIBIT I
TO CONTRACT AGREEMENT

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address

_____ is

_____ Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Section 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at www.dol.state.ga.us, as further set forth below.

Contractor agrees to verify the work eligibility of all newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV)/Basic Pilot Program*, accessed through the Internet at www.vis-dhs.com/EmployeeRegistration, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the Contractor and Subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

1. On or after July 1, 2007, to public employers, contractors or subcontractors of 500 or more employees;
2. On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
3. On or after July 1, 2010, to all public employers, their contractors and subcontractors.

To document the date on which the Act is applicable to the Contractor, and to document the Contractor's compliance with the Act, the undersigned agrees to initial one (1) of the three (3) lines below indicating the employee number category applicable to the Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Section 13-10-90 and 13-10-91 compliance in all written agreements with any Subcontractor employed by the Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any Subcontractor that is employed by the Contractor to provide services connected with the Contract Agreement, the Subcontractor's indication of the employee number category applicable to the Subcontractor.

Contractor agrees to secure from any Subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia. The Rule can be accessed at www.dol.state.ga.us.

Contractor agrees to maintain all records of the Subcontractor's compliance with O.C.G.A. Section 13-10 90 and 13-10 91, and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____ Signature: _____

Title: _____

EXHIBIT J
TO CONTRACT AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to

include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

EXHIBIT K
TO CONTRACT AGREEMENT

CERTIFICATION OF SECTION 3 RESIDENT
(Certification does not apply if no new hires are required for the Project)

Section 3 Resident Eligibility for Preference

When hiring new employees for this Project, Contractors and Subcontractors may use this form to document their efforts to hire qualified Section 3 residents. To the greatest extent feasible, at least 30% of **new hires** for the Project should be Section 3 residents. **Provide certification to City with executed Contract.**

Project New Hire - Select each box that applies¹:

I, _____ (name), _____ am a legal resident of

The Housing Authority of _____ (insert city or county name)

A resident of one of the 25 counties listed below ("check" county of residence):

_____ Barrow	_____ Bartow	_____ Carroll	_____ Cherokee	_____ Walton
_____ Clayton	_____ Cobb	_____ Coweta	_____ Dawson	
_____ DeKalb	_____ Douglas	_____ Fayette	_____ Forsyth	
_____ Fulton	_____ Gwinnett	_____ Haralson	_____ Heard	
_____ Henry	_____ Jasper	_____ Newton	_____ Paulding	
_____ Pickens	_____ Pike	_____ Rockdale	_____ Spalding	

I have a household income in one of the income eligibility categories listed below:

FY 2016 Income Limits Summary



FY 2016 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income <input type="button" value="Explanation"/>	FY 2016 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area	\$67,500	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	23,650	27,000	30,400	33,750	36,450	39,150	41,850	44,550
		Extremely Low Income Limits (\$) * <input type="button" value="Explanation"/>	14,200	16,200	20,160	24,300	28,440	32,580	36,730	40,890
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	37,800	43,200	48,600	54,000	58,350	62,650	67,000	71,300

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

The **Atlanta-Sandy Springs-Roswell, GA HUD Metro FMR Area** contains the following areas: Barrow County, GA; Bartow County, GA; Carroll County, GA; Cherokee County, GA; Clayton County, GA; Cobb County, GA; Coweta County, GA; Dawson County, GA; DeKalb County, GA; Douglas County, GA; Fayette County, GA; Forsyth County, GA; Fulton County, GA; Gwinnett County, GA; Heard County, GA; Henry County, GA; Jasper County, GA; Newton County, GA; Paulding County, GA; Pickens County, GA; Pike County, GA; Rockdale County, GA; Spalding County, GA; and Walton County, GA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#),

provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2016 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2016 [Fair Market Rent documentation system](#).

¹ Penalties apply for providing false information.

Attach a copy of any of these qualifying written documents

- Housing authority lease
- Evidence resident receives public assistance (Section 8, WIC, SNAPs or other assistance)
- Evidence resident participates in a public assistance program
- Evidence of other type of public assistance received not listed above
- Copy of picture identification card and proof of current residency

Section 3 Resident Signature _____

Date _____

**EXHIBIT L
TO CONTRACT AGREEMENT**

**CERTIFICATION FOR BUSINESS SEEKING SECTION 3 PREFERENCE IN
CONTRACTING AND DEMONSTRATION OF CAPABILITY
PROVIDE CERTIFICATION TO CITY WITH EXECUTED CONTRACT**

Business name _____

Business address _____

Type of Business Corporation Partnership
 Sole Proprietorship Joint Venture

Check applicable boxes² for business entity and evidence of Section 3 resident ownership:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident's housing authority lease | <input type="checkbox"/> Copy of document showing resident receives public assistance |
| <input type="checkbox"/> Copy of evidence resident participates in public assistance program | <input type="checkbox"/> Other evidence |
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed business name certificate | <input type="checkbox"/> Partnership agreement |
| <input type="checkbox"/> List of owners/stockholders and % of ownership of each | <input type="checkbox"/> Corporation annual report |
| <input type="checkbox"/> Organization chart with names, titles and brief function statement | <input type="checkbox"/> Latest board minutes appointing officers |
| <input type="checkbox"/> Additional documentation | |

Documents for business entity claiming 30% of workforce are Section 3 residents

- | | |
|---|---|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status (low- or very low-income) |
| <input type="checkbox"/> Lease showing employee is a current Housing Authority resident | <input type="checkbox"/> List of employees who can document they were low- or very low-income within 3 years of their hire date by the business |

Documents proving Section 3 business can perform under contract terms and conditions:

- | | |
|--|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> Statement of ability to comply with public policy |
| <input type="checkbox"/> List of owned equipment | <input type="checkbox"/> List of all contracts executed in past 2 years.
(Corporate Seal) |

Authorizing Name and Signature

Attested by

² Penalties apply for providing false information.

EXHIBIT M
TO CONTRACT AGREEMENT

U.S. DEPARTMENT OF LABOR CERTIFIED PAYROLL FORM WH-347

A copy of the DOL Form WH-347 is attached for use by the Contractor and Subcontractors for the Project. An electronic version of the form can be found in a fillable format to copy and use by Contractors and Subcontractors for payroll reporting. The form in PDF format and the instructions on completing the form can be found on the DOL Wage and Hour Division website at:

<http://www.dol.gov/whd/forms/wh347instr.htm>

NOTE:

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). However, if an alternative format is used, it must contain the same information that is required on the WH-347, including the signatures that certify the Contractor or Subcontractor has complied with the requirements. If an alternative form, such as a computer payroll is used, the Contractor and Subcontractor may attach the compliance signature sheet on the back of the WH-347 to the computerized payroll to evidence that the payroll has been certified.

EXHIBIT N
TO CONTRACT AGREEMENT

**NOTICE TO ALL EMPLOYEES WORKING ON FEDERAL OR FEDERALLY
FINANCED CONSTRUCTION PROJECTS
DAVIS-BACON (English and Spanish)**

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

**EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW POSTER
(English and Spanish)**

<http://www.dol.gov/oasam/programs/osdbu/sbrefa/poster/matrix.htm>

EXHIBIT O
TO CONTRACT AGREEMENT

SPECIAL PROVISIONS

SECTION 107 – Legal Regulations and Responsibility to the Public

SECTION 108 – Prosecution and Progress

SECTION 150—Traffic Control

SECTION 161—Control of Soil Erosion and Sedimentation

SECTION 210 – Grading Complete

SECTION 615 – Directional Boring

SECTION 681 – 55W LED Luminaire

SECTION 681 – 70W LED Luminaire

SECTION 682 – Electrical Junction Box, Reinforced Plastic Mortar

SECTION 682 – Electrical Wire, Cable, and Conduit

SECTION 890—Seed and Sod

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

SECTION 107 – Legal Regulations and Responsibility to the Public

Section 107.01 LAWS TO BE OBSERVED

Delete in its entirety and substitute the following:

The Contractor's attention is directed to the fact that all applicable Federal, State and County laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full herein. The Contractor shall keep fully informed of all laws, ordinances and regulations of the Federal, State, County, and municipal governments or authorities in any manner affecting those engaged or employed in the Work or the materials used in the Work or in any way affecting the conduct of the Work and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the Drawings or Specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Contractor shall herewith report the same in writing to the Owner. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the Owner and the Owner's agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or by the Contractor's employees.

Section 107.02 PERMITS AND LICENSES

Add the following:

Permits and licenses of a temporary nature, including building permits, necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where

the Work is performed. The Contractor is obligated to comply with all local and state sales and use tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3(36) and (37) of the Official Code of Georgia Annotated. Acceptance of the project as completed will not be made by the Owner until the Contractor has fully complied with this requirement.

Section 107.07 PUBLIC CONVENIENCE AND SAFETY

Add the following:

The Contractor shall install all necessary appurtenances along highways, streets and roadways in accordance with MUTCD, Georgia DOT and City of Sandy Springs regulations, with reference to construction operations, safety, traffic control, road maintenance and repair.

A. PROTECTION OF TRAFFIC:

The contractor shall provide suitable signs, barricades and lights for protection of traffic in locations where traffic may be endangered by Roadway improvements. They shall be removed as soon as conditions which necessitated their placement have been cleared. No highway, street, or roadway shall be closed without first obtaining permission from the proper authority.

1. The contractor shall provide, erect and maintain all necessary barricades suitable and sufficient lights and other traffic control devices; shall provide qualified flaggers where necessary to direct traffic; shall take all necessary precautions for the protection of the work and the safety of the public. Flaggers shall be certified by attending a Georgia DOT approved flagged training program.
2. Roadway construction traffic devices and their installation shall be in accordance with the current Manual On Uniform Traffic Control Devices for Streets and Highways.
3. Placement and removal of construction traffic control devices shall be coordinated with the City of Sandy Springs a minimum of 48 hours in advance.
4. Installation of construction traffic control devices shall be performed prior to commencement of channel improvement activities. Construction traffic control devices shall be removed immediately following their useful purpose.
5. Traffic control devices used intermittently, such as Flagmen Ahead signs, shall be removed and replaced when needed.

6. Channelization devices shall be positioned preceding an obstruction at a taper length as required by current Manual on Uniform Traffic Control Devices for streets and Highways, appropriate for the speed limit at location. Channel devices shall be patrolled to ensure that they are maintained in the proper position throughout their period of use.

Section 107.13 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE

Section 107.13.B. EROSION AND SILTATION CONTROL

Add the following:

NOTE: The Contractor shall comply with all aspects of the National Pollutant Discharge Elimination System (NPDES) general Permit No. GAR 100002, current edition. All measures for the control of erosion and siltation must follow the guidelines as specified in the Georgia Erosion and Sedimentation Act of 1975 (as amended).

Add the following paragraphs to Section 107.13.C:

All measures required to minimize water pollution to affected waters shall be undertaken in the proposed Work. To achieve this end, regard shall be given to the protection of the watershed natural cover, measures instituted to assure minimal siltation and bank erosion from the construction, and other measures taken to reduce water pollution to a minimum. The Contractor must adhere to the Soil Erosion and Sedimentation Act of 1975 (as amended).

Any area used or involved in the Project disturbed by the Contractor, shall be restored to present or better condition even though such area is outside the limits of that specified for grading, grassing or landscaping.

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

Necessary sanitary conveniences for the use of the labor on the Work shall be erected and maintained by the Contractor to comply with all applicable laws and regulations and in accordance with all Safety requirements. Their use shall be strictly enforced.

Should the Contractor so desire, he may build shanties or other structures for housing tools, machinery, and supplies, but they will be permitted only in locations approved by

the Construction Manager, and their surroundings shall be maintained at all times in a sanitary and satisfactory manner. On or before the completion of the Work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

The Contractor shall restore all easement areas upon completion of the Work and before leaving the Project Work Area. The Owner reserves the right to withhold funds for unsatisfactory clean-up and easement restoration.

Section 107.16 OPENING SECTION OF PROJECT TO TRAFFIC

Add the following:

The Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Prior to such possession or use, the Construction Manager shall furnish the Contractor an itemized list of work remaining to be performed or corrected on such portions of the Project as are to be possessed or used by the Owner, provided that failure to list any item of Work shall not relieve the Contractor of the responsibility for compliance with the terms of the Contract. Such possession or use shall not be deemed an acceptance of any Work under the Contract. While the Owner has such possession or use, the Contractor, notwithstanding the provisions of the article of this Contract, entitled, Permits and Responsibilities shall be relieved of the responsibility for the loss or damage to the Work resulting from the Owner's possession or use. If such prior possession or use by the Owner delays the progress of the Work or causes additional expense to the Contractor, such shall be transmitted to the owner in writing and an equitable adjustment in the Contract Price or the time of completion may be made, and the Contract may be modified in writing accordingly.

Section 107.18 ACQUISITION OF RIGHT OF WAY

Add the following paragraphs:

The Owner will provide, as indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's Work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained as scheduled, the Contractor may receive an extension of Contract Time, dependent upon the effect on the critical path

activities of the project schedule.

Notwithstanding any provision to the contrary herein, should the owner fail to obtain the necessary rights-of-way contemplated in the scope of work, and should the work to be performed be stopped, delayed and/or enjoined by a court-of-law or otherwise, either party may terminate this agreement pursuant to the Termination for Convenience Clause and such clause shall govern in all respects any termination stemming from the Owners failure to obtain the necessary rights-of-way contemplated in the scope of work.

The Contractor shall inspect all easements and rights-of-way to insure that the City has obtained all land and rights-of-way as shown in the plans necessary for completion of the Work to be performed pursuant to the Contract Documents. The Contractor shall comply with all stipulations contained in easements acquired by the City.

Section 107.20 NO WAIVER OF LEGAL RIGHTS

Add the words AND WARRANTY to the title of this section.

Add the following:

WARRANTY:

The Contractor shall warrant for a period of one year from the date of the final acceptance that the completed project is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

Section 107.21 CONTRACTORS RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICE

Add the following sentence to 107.21.A:

The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work.

Add the following to 107.21.B:

EXISTING UNDERGROUND UTILITIES AND OBSTRUCTIONS:

The contractor, as required by Georgia Law (Code Section 25-9-1 through 25-9-13), shall call the Utilities Protection Center (UPC), and all utilities, agencies or departments that own/or operate utilities in the vicinity of the construction work site to verify the location of existing utilities.

A. EXISTING UTILITY LOCATION:

The following steps shall be exercised to avoid interruption of existing utility service.

1. Provide the required notice to the utility owners and allow them to locate their facilities according to the Georgia Law.
2. Expose the facility to verify its true location and grade in advance of roadway improvement. Repair or have repaired, any damage to utilities resulting from locating or exposing their true location.
3. Avoid utility damage and interruption by protecting it with means or methods recommended by the utility owner.

Add the following to 107.21.C.

The Contractor shall so schedule the Work that the operation of any existing facility, including water mains and sewers, will not be interrupted. In the event certain tie-ins or other operations make it absolutely necessary to interrupt the operation of existing facilities, the Owner will be notified and such work will be done at a time and in a manner acceptable to the Construction Manager. Bypasses of untreated or partially treated wastes which are absolutely necessary to complete the Work shall be shown on the Construction Progress Schedule. The Construction Manager shall be notified in writing of the date and time, and duration of such bypasses at least ten (10) days in advance.

The Contractor shall protect from damage all existing improvements or utilities at or in proximity to the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care, in the performance of work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the Work performed and charges the cost thereof to the Contractor.

Prior to implementing Roadway Improvements, the Contractor shall verify all existing utilities true vertical and horizontal location within the vicinity. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall take whatever means may be necessary to protect existing facilities or utilities during performance of Roadway Improvements, as approved by the Engineer/Construction

Manager. No payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities unless contract pay items are included.

The owner and/or operators of private or public utilities shall have access to such utilities at all times for the installation, maintenance, adjustment, repair and operation of said utilities. No extra compensation will be allowed because of the delay or interference caused by such work.

The plans show the approximate location of certain underground utilities, gas mains, water lines, drains, telephone cables, and structures according to information presented and available in the records. The determination of the exact location and other data on all existing facilities, their proper protection, maintenance and support during the prosecution of the work, is the express responsibility of the Contractor.

Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the utility owner and Construction Manager.

Temporary support, beams or bridging for utilities shall be left in place during backfill operations unless otherwise directed by the Construction Manager.

All costs in connection with supporting, protecting, relocating, removal, repair of damage, restoration of other ground structures, whether or not they are shown on the plans, not borne by the owner or owners of the utilities shall be borne by the Contractor.

No separate payment will be made for any work performed as herein above specified unless otherwise stated in the bid as a separate payment item. All costs in connection therewith shall be included in the contract price for the item to which the work pertains.

The Contractor shall be solely and directly responsible to the owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims or any character brought on account of any damages which may result from the carrying out of the work.

The utilities shown on the plans are for the Contractor's benefit and are to be considered as approximate in location and are not all-inclusive or exact. It is the Contractor's responsibility to contact all utilities and have them locate their lines in the field. Utilities shall be contacted a minimum of three (3) working days prior to commencing of construction.

It will be the Contractor's responsibility to conform to all the requirements of the specifications as they relate to cooperation with utility owners and the protection of

utility installations that exist on the Project.

The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his work.

It shall be the responsibility of the Contractor to coordinate his work with any work to be performed by others in any right-of-way clearance and arrange a schedule of operations that will allow for completion of the Project without undue delay.

Information concerning utility facilities known to exist within the Project limits is shown on the contract drawings.

Delete Subsection 107.23 and substitute the following:

107.23 Environmental Considerations

A. Construction

Erosion control measures shall be installed, to the greatest practical extent, prior to clearing and grubbing. Particular care shall be exercised along stream buffers, wetlands, open waters and other sensitive areas to ensure that these areas are not adversely affected.

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures approved by the Engineer.

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans and as specified in [Subsection 107.23.E](#).

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

B. Borrow and Excess Material Pits

Specific written environmental clearance from the Engineer will be required for any sites not included in the Plans as excess material or borrow areas. No work other than testing shall be started at any potential excess material or borrow site not shown on the plans prior to receiving said environmental clearance from the Engineer.

The Engineer will require a written notice from the Contractor requesting environmental clearance studies and written permission from the property owner at least six weeks prior to intended use of the site. The Department will not begin studies on such sites before a Notice to Proceed is issued.

The Engineer will inform the Contractor in writing as to the granting or denial of environmental clearance. If denied, the Contractor may, at no expense to the Department,

seek to obtain permits or pursue other remedies that might otherwise render the site(s) acceptable.

Sites included in the Plans have environmental clearance and shall be used only for the purpose(s) specified in the Plans or other contract documents. Should the Contractor wish to expand or utilize said sites for any purpose other than that provided for in the Plans or other contract documents, specific written environmental clearance as noted above shall be obtained.

C. Control of Pollutants

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored, and used in a manner to prevent leakage or spillage into the environment. The Contractor shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned-out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

D. Temporary Work in Wetlands Outside of the Construction Limits within the Right-of-Way and Easement Areas

Temporary work in wetlands (that are not delineated with orange barrier fence) will be subject to the following requirements:

1. Temporary work in wetlands shall be accomplished by using temporary structures, timber, concrete, soil with geotextile fabric, or other suitable matting. The area shall not be grubbed.
2. Soil matting shall be protected from erosion in accordance with the Specifications.
3. Whenever temporary work is required in Saltwater Marsh Wetlands, all temporary structures and/or matting shall be removed in their entirety prior to Final Acceptance of the Project. Matted and compressed soils shall be backfilled to their original ground elevation with material meeting the requirements of [Section 212 – Granular Embankment](#).
4. Whenever temporary work is required in Freshwater Wetlands, all temporary structures and/or matting (exclusive of soil matting to be retained in the final roadway section) shall be removed in their entirety prior to Final Acceptance of the Project.

Once the temporary materials have been removed, the area shall be covered by Excelsior or Straw blankets according to [Section 713](#) of the Specifications. The grassing and ground preparation referenced in [Subsection 713.3.03, “Preparation”](#), will not be applicable to this Work.

5. The Engineer shall be notified so that a field inspection may be conducted to certify that the temporary materials were properly removed and that the area was properly restored. The Contractor shall be responsible for any corrective action required to complete this Work.

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

E. Environmentally Sensitive Areas

Some archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters and protected animal and plant species habitat within the existing/required Right-of-Way and easement areas may be designated as ENVIRONMENTALLY SENSITIVE AREAS (ESAs). These areas are shown on the applicable Plan sheets and labeled "ESA" (e.g. ESA – Historical Boundary, ESA – Wetland Boundary). The Department may require that some ESAs or portions thereof be delineated with orange barrier fence. The Contractor shall install, maintain, and replace as necessary orange barrier fence at ESAs as delineated in the Plan sheets.

The Contractor shall not enter, disturb, or perform any construction related activities, other than those shown on the approved plan sheets within areas designated as ESAs including ESAs or portions thereof not delineated with orange barrier fence. This includes but is not limited to the following construction activities: clearing and grubbing; borrowing; wasting; grading; filling; staging/stockpiling; vehicular use and parking; sediment basin placement; trailer placement; and equipment cleaning and storage. Also, all archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters, and protected animal and plant species habitat that extend beyond the limits of existing/required Right-of-Way and easement areas shall be considered ESAs and the Contractor shall not perform any construction related activities (such as those listed above) within these areas or make agreements with property owners to occupy these areas for construction related activities (such as those listed above). The Contractor shall make all construction employees aware of the location(s) of each ESA and the requirement to not enter or otherwise disturb these areas.

If the Contractor is found to have entered an ESA, either within or outside the project area, for any purpose not specifically shown on the approved plan sheets, the Department may, at its discretion, issue a stop work order for all activities on the project except erosion control and traffic control until such time as all equipment and other items are removed and the ESA is restored to its original condition.

However, should damage to an ESA occur as a result of the Contractor's action in violation of this section, and notwithstanding any subsequent correction by the Contractor, the Contractor shall be liable for any cost arising from such action, including but not limited to, the cost of repair, remediation of any fines, or mitigation fees assessed against the Department by another government entity.

Add the following Section 107.26 EQUAL OPPORTUNITY

Except as otherwise provided, during the performance of this Contract the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The Contract will take affirmative action to ensure that applications are employed and treated during employment without regard to race, color, religion, sex, or national origin. Such action shall include but not be limited to, the following.

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity Clause.

The Contractor will in all solicitations or advertisement 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, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which Contractor has collective bargaining agreements or other contracts or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor agrees to comply with all Lawful agreements, if any, which the contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions so as not to cause inconvenience, picketing, or work stoppage.

The Contractor shall include the provisions of this Equal Opportunity article in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Failure of a successful bidder or contractor to fully disclose all the contractors or subcontractors to be engaged in a given public contract award may result in cancellation of the contract and imposition of a sanction on such violating bidder or contractor for the period of one (1) year.

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

Sec. 108 – Prosecution and Progress

In addition to the standard provisions Award and Execution of Contract shall include the following provisions and their cost:

Section 108—Prosecution and Progress

108.01 Subletting of Contract

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts, or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Engineer. For Subcontracts, consent of the Engineer will not be considered until after award of the Contract.

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his/her own organization, work amounting to not less than thirty percent (30%) of the total Contract cost, including materials, equipment, and labor.

As further exception, any items designated as Specialty Items may be performed by Subcontract and the cost of any such Specialty Items so performed by Subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.

Purchase of materials by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 30% requirement.

No Subcontracts, or transfer of Contract, shall in any case release the Prime Contractor of his/her liability under the Contract and Bonds. No Subcontractor shall commence work in advance of the written approval of the Subcontract by the Department. Except for certain items exempted by the State Transportation Board, or for Subcontracts totaling \$250,000 or less, each Subcontractor shall be prequalified or registered with the Department. Each Subcontract for a Registered Subcontractor shall not exceed \$1,000,000 and Subcontracts for Prequalified Contractors shall not exceed their current capacity. Prequalified or Registered Subcontractors shall be qualified or registered with the Department in accordance with Chapter 672-5 of the Rules and Regulations Governing the Prequalification of Prospective Bidders adopted by the State Transportation Board.

In the event any portion of a Subcontract is further sublet, all of the provisions governing subletting, including registration and written approval by the Engineer, shall apply.

This Sub-Section shall not apply to Contracts between the City and counties, other municipalities, or State agencies.

All subcontract agreements between the Prime Contractor and subcontractor shall be in writing and shall contain all pertinent provisions of the Prime Contract. The Prime Contractor shall, upon request by the Engineer, furnish copies of any subcontract agreement to the Department within ten (10) days of such request. This provision applies to all subcontracts, including second or multi-tier subcontracts. According to the provisions stated above, the following items are designated Specialty Items for general transportation system construction and building construction whenever they appear in the Contract:

General Transportation System Contracts

- Grassing items
- Fencing items
- Highway lighting items
- Sign items
- Guardrail items (except bridge handrail)
- Utility items
- Comfort and convenience items in rest areas
- Landscaping items
- Pressure grouting, slab removal and replacement
- Permanent traffic markings
- Signal systems
- Railroad track work above sub-ballast
- Drilled caisson foundations
- Construction layout
- Asphaltic concrete leveling and asphalt concrete patching (when used on surface treatment and slurry seal resurfacing contracts)

The Contractor's cost for Construction Layout shall be fully documented prior to deduction from the original Contract amount). The Contractor shall provide a plan & cost breakout of the contract work to be performed with its own organization at the pre-construction meeting. In addition, the Contractor shall provide copies of subcontract agreements to the pre-construction meeting. The percentage of the contract work performed with its own organization shall be included on any pay application.

Delete the fifth paragraph from Subsection 108.01 and substitute the following:

No Subcontracts, or transfer of Contract, shall in any case release the Prime Contractor of his/her liability under the Contract and Bonds. No Subcontractor shall commence work in advance of the written approval of the Subcontract by the Department. Except for certain items exempted by the State

Transportation Board, each Subcontractor shall be prequalified or registered with the Department. Each Subcontract for a Registered Subcontractor shall not exceed \$1,000,000.00 and Subcontracts for Prequalified Contractors shall not exceed their current capacity. Prequalified or Registered Subcontractors shall be qualified or registered with the Department in accordance with Chapter 672-5 of the Rules and Regulations Governing the Prequalification of Prospective Bidders adopted by the State Transportation Board.

Delete Subsection 108.06 and substitute the following:

The engineer has the authority to suspend the Work wholly or in part, for as long as he may deem necessary, because of unsuitable weather, or other conditions considered unfavorable for continuing the Work, or for as long as he may deem necessary by reason of failure of the Contractor to carry out orders given, or to comply with any provisions of the Contract. If the performance of all or any portion of the Work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of, and not the fault of, the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this Contract.

108.08 Add the following to Subsection:

In order to minimize the disruption of normal traffic flow, separate completion times are specified for those portions of the work that require closing of lanes as specified in Subsection 150.11.

Failure to reopen the lanes as specified in Subsection 150.11 will result in the assessment of liquidated damages at the rate of **\$1,000.00** per Calendar Day.

Failure to reopen the lanes as specified in Subsection 150.11 will result in the assessment of liquidated damages at the rate of **N/A** per hour.

When provided notice from the City, failure to maintain or establish traffic control devices and layout as specified in Subsection 150.11 will result in the assessment of liquidated damages at the rate of **\$500.00** per Calendar Day.

These rates are cumulative and in addition to the Liquidated Damages which may be assessed in accordance with the contract for failure to complete the overall project on time.

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

Section 150—Traffic Control

150.1 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 non-performance 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 24 hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic. All construction warning signs shall be removed within seven calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

G. TRAFFIC INTERRUPTION RESTRICTIONS

The Department reserves the right to restrict construction operations when, in the opinion of the Engineer, the continuance of the Work would seriously hinder traffic flow, be needlessly disruptive or unnecessarily inconvenience the traveling public. The Contractor shall suspend and/or reschedule any work when the Engineer deems that conditions are unfavorable for continuing the Work.

Advanced notification requirements to the Contractor to suspend work will be according to the events and the time restrictions outlined below:

Incident management	No advanced notice
required Threatening/Inclement weather	24 hours
Holidays, sporting events, days unfavorable conditions	Three (3) calendar

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 weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval 30 calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer; they are 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 copies of the above details shall be submitted to the Engineer for approval at least 14 days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

150.2 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

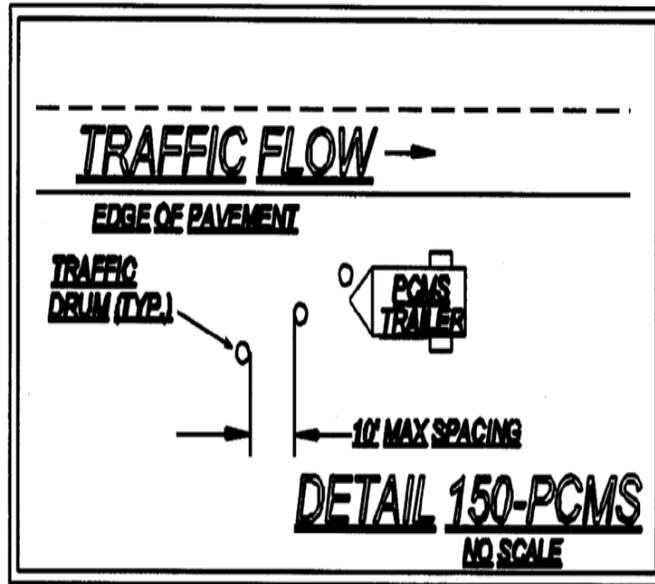
size of 48" high by 96" wide with not less than 15 lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one mile. The minimum legibility distance is that distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type C panel as shown in the MUTCD. The sequential or flashing arrow panels shall not be used for lane closure on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

The sequential or flashing arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven feet above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

For emergency situations, arrow display panels that meet the MUTCD requirements for Type A or Type B panels may be used until Type C panels can be located and placed at the site. The use of Type A and Type B panels shall be held to the minimum length of time possible before having the Type C panel(s) in operation. The Engineer shall determine when conditions and circumstances are considered to be emergencies. The Contractor shall notify the Engineer, in writing, when any non-specification arrow display panel(s) is being used in the work.

3. Portable Changeable Message Signs

Portable changeable message signs meeting the requirements of [Section 632](#) and the MUTCD. Any PCMS in use that is not protected by positive barrier protection shall be delineated by a minimum of three drums that meet the requirement of 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 lenses. The lenses shall be red, yellow,

or green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter.

A minimum of two signal faces shall face each direction of traffic. A minimum of one signal head shall be suspended over the roadway travel lane in a manner that will allow the bottom of the signal head housing to be not less than seventeen (17') feet above and not more than nineteen (19') feet above the pavement grade at the center of the travel lane. The second signal head may be located over the travel lane with the same height requirements or the second signal head may be located on the shoulder. When the signal head is located on the shoulder the bottom of the signal head housing shall be at least eight (8') feet but not more than (15') feet above the pavement grade at the center of highway.

Advance warning signage and appropriate pavement markings shall be installed as part of the temporary signal operation.

The signals shall be operated in a manner consistent with traffic requirements. The signals may be operated in timed-mode or in a vehicle-actuated mode. The signals shall be interconnected in a manner to ensure that conflicting movements cannot occur. To assure that the appropriate operating pattern including timing is displayed to the traveling public, regular inspections including the use of accurate timing devices shall be made by the Worksite Traffic Control Supervisor. If at any time any part of the system fails to operate within these requirements then the use of the signal shall be suspended and the appropriate flagging operation shall begin immediately.

The Worksite Traffic Control Supervisor (WTCS) shall continuously monitor the portable traffic control signal to insure compliance with the requirements for maintenance under the MUTCD. The signal shall be maintained in a manner consistent with the intention of the MUTCD, with emphasis on cleaning of the optical system. Timing changes shall be made only by the WTCS. The WTCS shall keep a written record of all timing changes.

The portable temporary signal shall have two power sources and shall be capable of running for seven calendar days continuously.

The Contractor shall have an alternate 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 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 48 inches by 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 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 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 36 inches for interim situations. The use of 48 inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two weeks unless unusual or site specific conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s)

may be appropriate during the same period that the flags are in use to increase attention.

The use of rumble strips and/or portable changeable message signs may be considered. The use of new rumble strips, where none previously existed, shall have the prior approval of District Traffic Operations before being included as part of the temporary traffic control plan. The message(s) displayed on any PCMS shall have the prior approval of the Engineer and the message(s) shall be included as part of the TTC plan for the interim staging.

The placement of any additional interim ground-mounted signs and posts or stop bars shall be considered as incidental to the price bid for Lump Sum-Traffic Control. The installation of rumble strips, flashing beacons or the use of Portable Changeable Message Signs (PCMS) shall be considered as Extra Work unless pay items are included in the contract.

B. WORK ZONE RESTRICTIONS:

1. Interstate

The Contractor shall not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way, unless such areas are separated by at least one-half mile of distance.

2. Non-Interstate Divided Highways

The Contractor shall not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way, unless such areas are separated by at least one-half mile distance in rural areas or at least 500 feet of distance in urban areas.

3. Non-Divided Highways

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

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 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 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.

HWZ-2 signs shall be placed at intervals not to exceed one mile for the length of the project. HWZ-2 signs should be placed on the mainline after all major intersections except State Routes. State Routes shall be signed as per the requirements for intersecting roadways below.

- b) The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.
- c) INTERSECTING ROADWAYS: Intersecting state routes shall be signed in advance of each intersection with the Work Zone with a HWZ-2 sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with HWZ-2 signs. As soon as the work operation clears the intersection the signage may be removed.
- d) 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.

REDUCING THE SPEED LIMIT IN A HIGHWAY WORK ZONE:

Highway Work Zone signs shall be posted as required in Condition 1 above.

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

Speed Limit signage (R2-1) for the reduced speed limit shall be erected at the beginning of the work zone. Additional signs shall be placed to ensure that the maximum spacing of the reduced speed limit signs shall be no greater than one

(1) mile apart. Existing speed limit signs shall be covered or removed. On multi-lane divided highways the speed limit signs shall be double indicated when the reduced speed is in use.

When any one or more of the following conditions exist and the existing speed limit is 65 mph or 70 mph, the speed limit shall be reduced by 10 mph. If the existing speed limit is 60 mph, the speed limit should be reduced by 5 mph. If the existing speed limit is 55 mph or less, the Contractor can only reduce the speed limit with the prior approval of the Engineer. The reduction in the speed limit shall be no greater than 10 mph:

- a) Lane closure(s) of any type and any duration.
- b) The difference in elevation exceeds two inches adjacent to a travel lane as shown in [Subsection 150.06](#), [Detail 150-B](#), [Detail 150-C](#).
- c) Any areas where equipment or workers are within ten feet of a travel lane.
- d) Temporary portable concrete barriers located less than two (2') feet from the traveled way.
- e) As directed by the Engineer for conditions distinctive to this project.

When the above conditions are not present the speed limit shall be immediately returned to the existing posted speed limit. A speed reduction shall not be put in place for the entire length of the project unless conditions warranting the speed reduction are present for the entire project length. All existing speed limit signs within the temporary speed reduction zone shall be covered or removed while the temporary reduction in the speed limit is in effect. All signs shall be erected to comply with the minimum requirements of the MUTCD.

As a minimum the following records shall be kept by the WTCS:

- a) Identify the need for the reduction.
- b) Record the time of the installation and removal of the temporary reduction.
- c) Fully describe the location and limits of the reduced speed zone.
- d) Document any accident that occurs during the time of the reduction.

A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

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

When a pilot vehicle is used on a two-lane two-way roadway the speed limit should not be reduced. For special conditions specific to the work, on two-lane two-way roadways or multi-lane highways, the contractor may reduce the posted speed limit with the prior approval of the Engineer.

5. MILLED SURFACE RESTRICTIONS:

Unless modified by the special conditions, a milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds thirty (30) calendar days.

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.

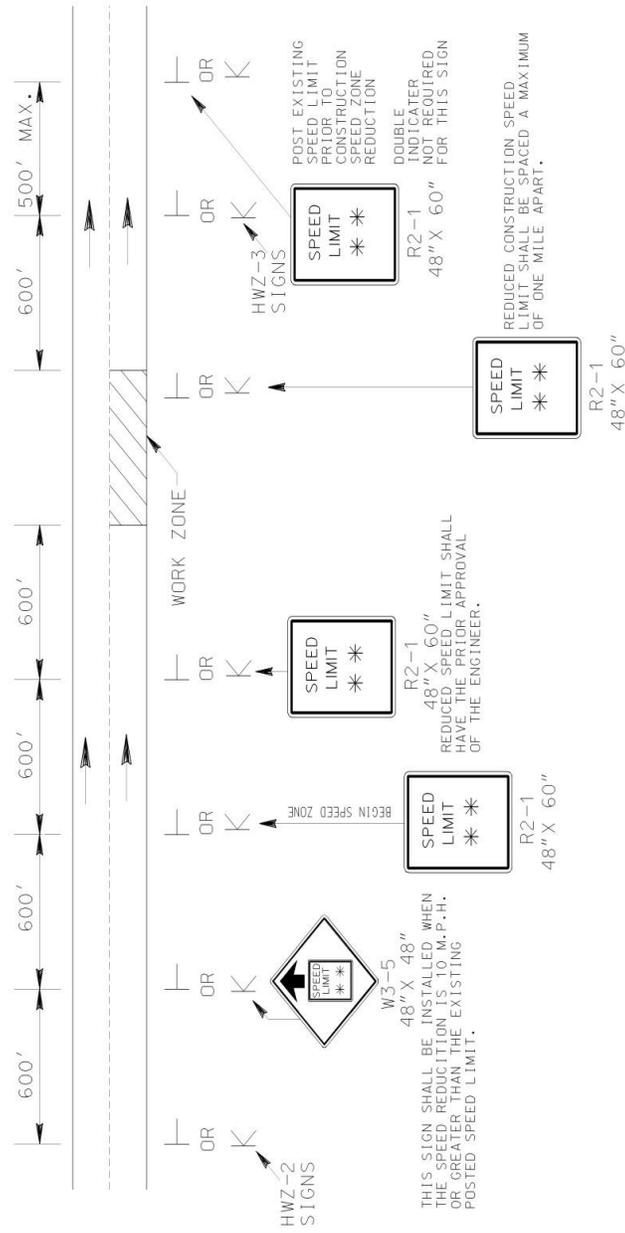
All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

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 non- performance 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)



HWZ-2
SIGNS

W3-5
48" X 48"
THIS SIGN SHALL BE INSTALLED WHEN
THE SPEED REDUCTION IS TO M.P.H.
OR GREATER THAN THE EXISTING
POSTED SPEED LIMIT.

SPEED
LIMIT
* *
R2-1
48" X 60"

SPEED
LIMIT
* *
R2-1
48" X 60"
REDUCED SPEED LIMIT SHALL
HAVE THE PRIOR APPROVAL
OF THE ENGINEER.

SPEED
LIMIT
* *
R2-1
48" X 60"

HWZ-3
SIGNS

SPEED
LIMIT
* *
R2-1
48" X 60"

POST EXISTING
SPEED LIMIT
PRIOR TO
CONSTRUCTION
SPEED_ZONE
REDUCTION
DOUBLE
INDICATOR
NOT REQUIRED
FOR THIS SIGN

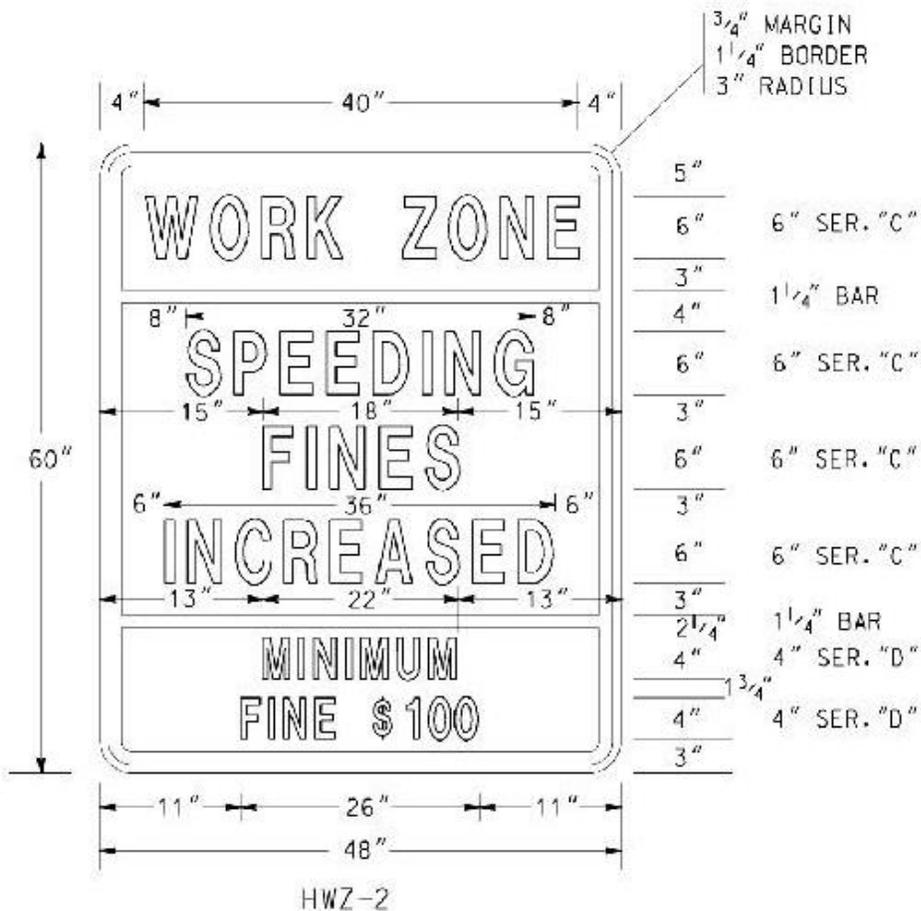
SPEED
LIMIT
* *
R2-1
48" X 60"

REDUCED CONSTRUCTION SPEED
LIMIT SHALL BE SPACED A MAXIMUM
OF ONE MILE APART.

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



COLORS

TOP PANEL

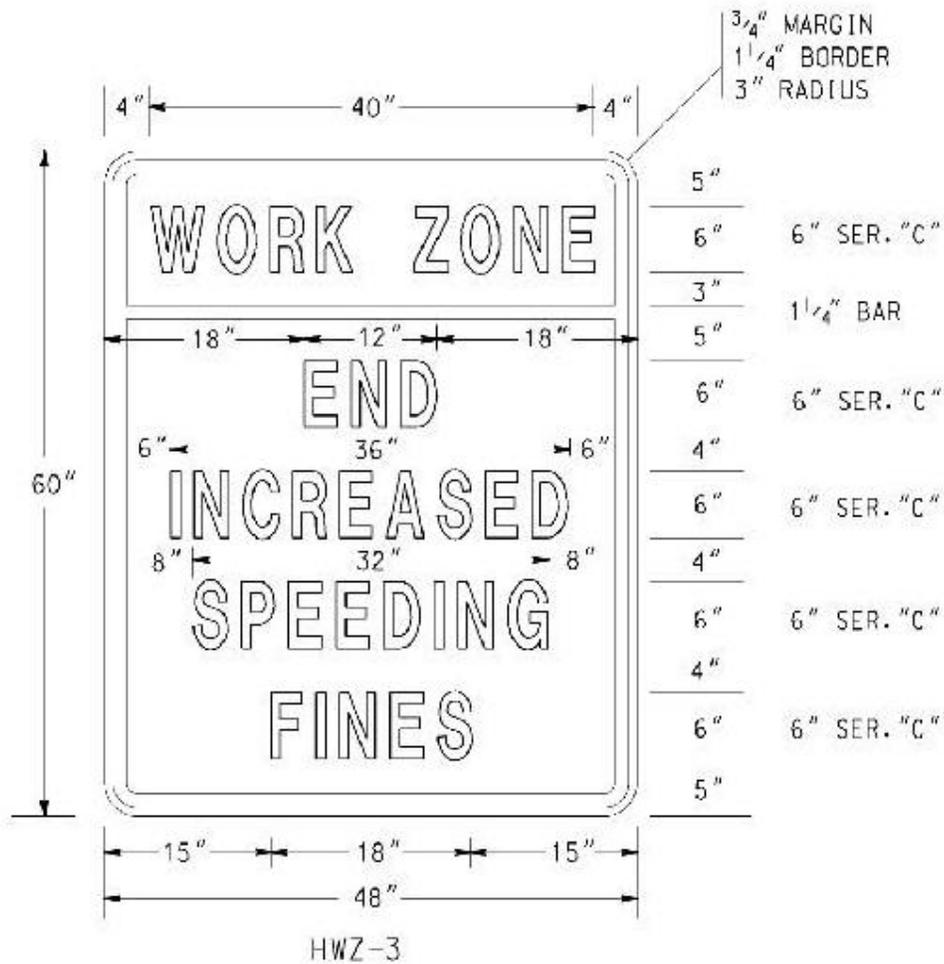
LEGEND & BORDER - BLACK (NON-REFL)
 BACKGROUND - FLUORESENT ORANGE
 (ASTM TYPE VII, VIII, IX or X)

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.



COLORS

TOP PANEL

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - FLUORESENT ORANGE

(ASTM TYPE VII, VIII, IX or X)

BOTTOM PANEL

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - WHITE (ASTM TYPE III OR IV REFL SHEETING)

NOTES:

1. ALL HWZ-3 SIGN PANELS SHALL BE RIGID.
2. THE SIZE OF THE HWZ-3 SIGN SHALL NOT BE REDUCED FOR USE ON TWO-LANE ROADWAYS.

C. LANE CLOSURES:

1. Approval/Restrictions

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

- a. The length of a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of a lane closure based upon field conditions however the length of a work zone should be held to the minimum length required to accomplish the Work. Lane closures shall not be spaced closer than one mile. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.
- b. Lane closures that require same direction traffic to be split around the Work Area will not be approved for roadways with posted speeds of 35 mph or greater, excluding turn lanes.
- 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 10 feet for the first 100 feet of the temporary gore.

4. Lane Drop/Lane Closure

The first seven (7) calendar days of any lane closure shall be signed and marked as per Standard 9106 or 9107. However, lane closures that exist for a duration longer than seven (7) calendar days may be signed and marked as per the details in Standard 9121, provided the prior approval of the Engineer is obtained. The approved lane drop shall utilize only the signs and markings shown for the termination end of the lane drop in Standard 9121. All warning signs in the lane drop sequence shall be used. Drums may be substituted for the Type I Crystal Delineators at the same spacing.

5. Termination Area

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

D. TRAFFIC PACING METHOD:

1. Pacing Of Traffic

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

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

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

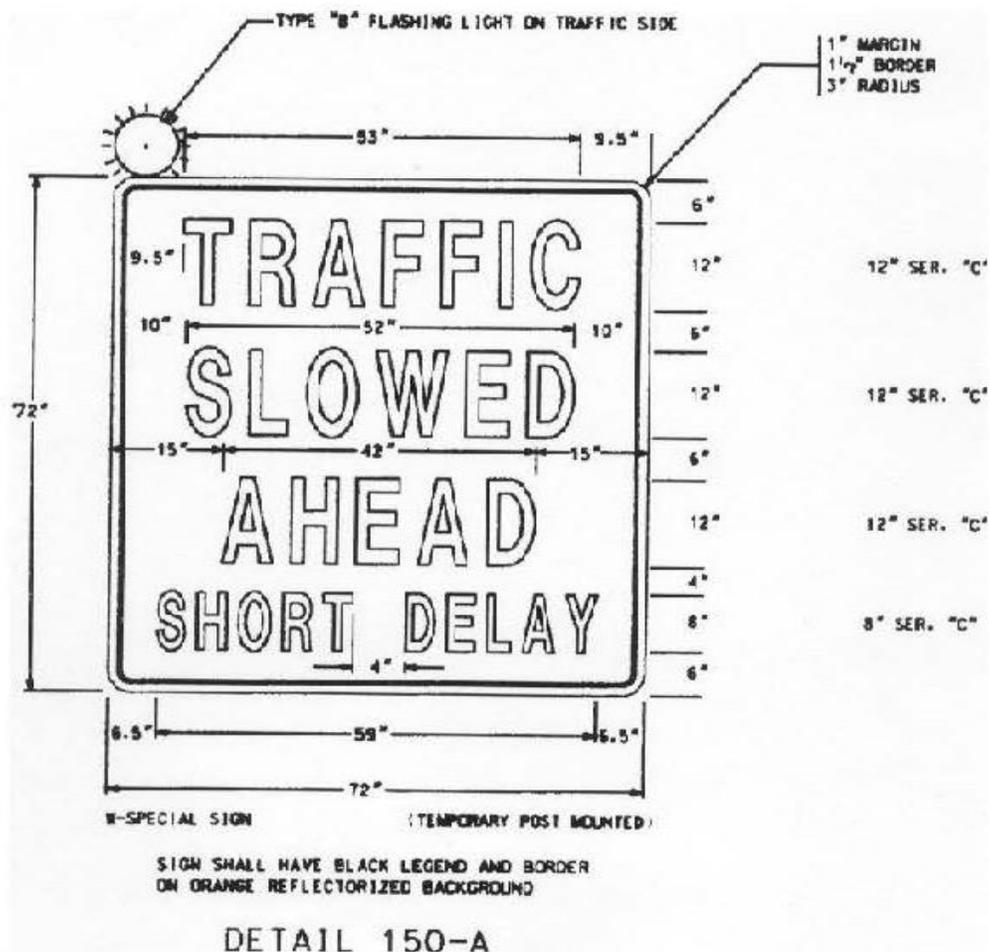
When ready to start the work activity, the police vehicle will act as a pilot vehicle slowing the traffic thereby providing a gap in traffic allowing the Contractor to perform the Work. Any on-ramps between the pace and the work area shall be blocked during pacing of traffic, with a flagger properly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

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

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

2. Methods Of Signing For Traffic Pacing

At a point not less than 1,000 feet in advance of the beginning point of the pace, the Contractor shall erect and cover a W-special sign (72 inch x 72 inch) with a Type "B" flashing light, with the legend "TRAFFIC SLOWED AHEAD SHORT DELAY" (See [Detail 150-A](#)). A portable changeable message sign may be used in lieu of the W-special sign. On divided highways this sign shall be double indicated. A worker with a two-way radio shall be posted at the sign, and upon notice that the traffic is to be paced shall turn on the flashing light and reveal the sign. When traffic is not being paced, the flashing light shall be turned off and the sign covered or removed. W-special signs are reflectorized black on orange, Series "C" letter and border of the size specified.



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 regraded. 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 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.

1. 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 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.

150.3 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 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 message content (legend) that applies to a particular roadway location. When an existing special guide sign is in conflict with work to be performed, the Contractor shall remove the conflicting sign and reset it in a new, non-conflicting location which has been approved by the Engineer.

2. Interim Special Guide Signs

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Part 2E "Guide Signs Expressway" and Part 2F "Guide Signs Freeways" of the MUTCD, except that the minimum size of all letters and numerals in the names and places, streets and highways on all signs shall be 16 inches Series "E" initial upper-case and 12 inches lower-case. All interstate shields on these signs shall be 48 inches and 60 inches for two-numeral and three-numeral routes, respectively.

The road name of the exit or route shield shall be placed on the exit gore sign.

3. Interim Overhead Guide Sign Structures

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required the sign shall be lighted as

soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desired connection to the power source.

4. Permanent Special Guide Signs

The installation of new permanent special guide signs and the permanent modification or resetting of existing special guide signs, when included in the contract, shall be accomplished as soon as practical to minimize the use of interim special guide signs. If lighting is required by the Plans, all new permanent overhead special guide signs shall be lighted as soon as erected.

F. MATERIALS- INTERIM SIGNS:

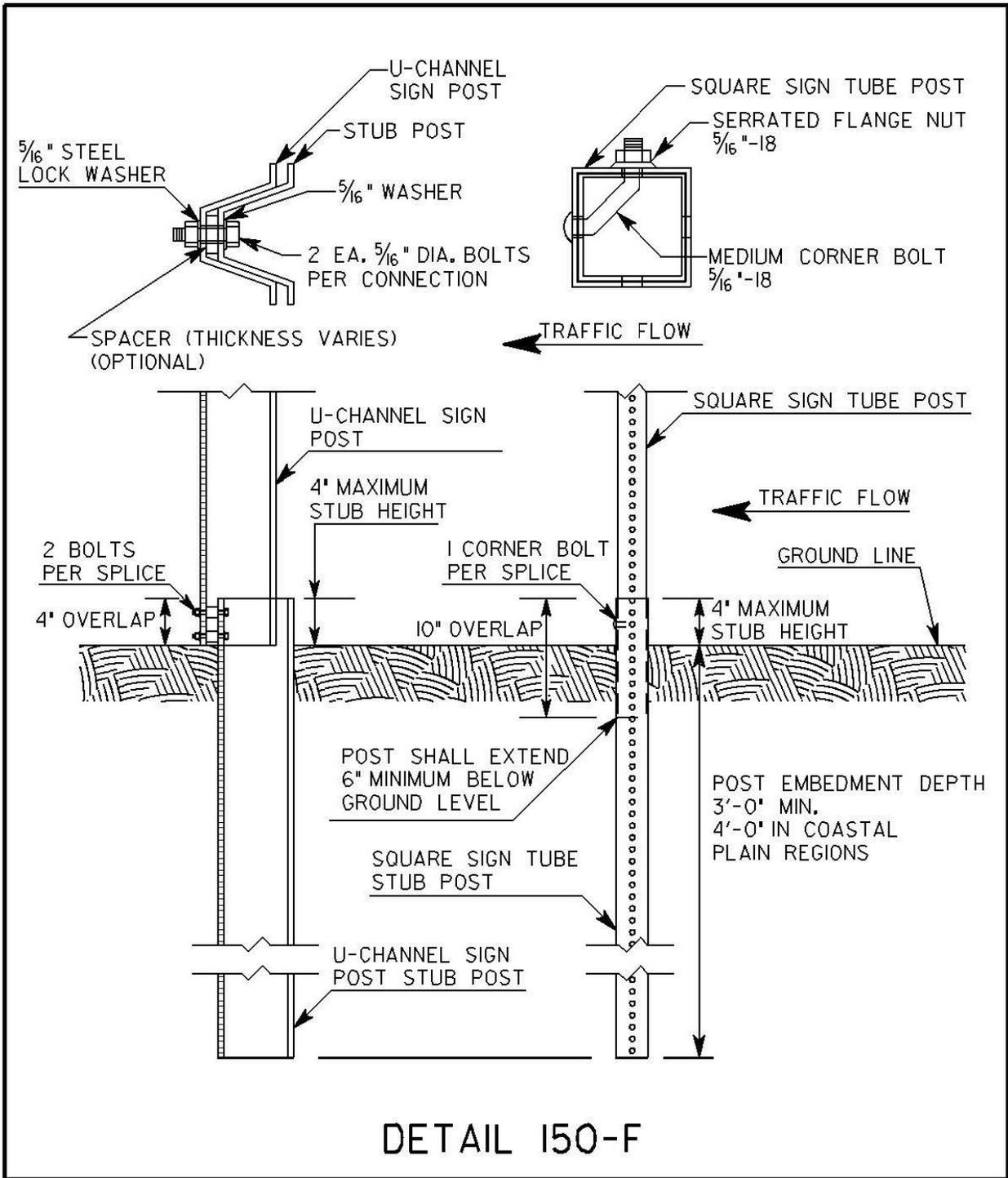
1. Posts

Permanent mounting height of seven (7') feet- Posts for all interim signs shall meet the requirements of Section 911 except that green or silver paint may be used in lieu of galvanization for steel posts or structural shape posts. Within the limits of a single project, all metal posts shall be the same color. Wood posts are not required to be pressure treated. Ground mounted sign(s) greater than nine (9) square feet shall be mounted on two 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 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 advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

At grade intersecting roadways and on-ramps shall be signed with a minimum of one ROAD WORK

AHEAD sign.

When work terminates at a "T" intersection, a minimum of one "ROAD WORK AHEAD" sign shall be placed in advance of the intersection and one "END ROAD WORK" sign shall be placed at the termination end of the intersection. Field conditions may require the use of additional warning signage.

Advanced Warning Signs on State Routes shall be a minimum dimension of 48 inches x 48 inches. When a State Route intersects a project which consists of adding travel lanes, reconstructing an existing roadway or new location work, the State Route approaches shall have a minimum of three (W20-1) advanced warning signs (1500 ft., 1000 ft., 500 ft.). The termination end of an intersecting State Route shall have END ROAD WORK signage.

The W20-1 signs shall be placed at the termini of the project or sufficiently in advance of the termini to allow for lane shifts, lane closures and other activities which may also require advanced warning signs. The advanced warning signs for the project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

The length of a work zone should be held to the minimum length required to accomplish the work. If a project has multiple individual worksites within the overall limits of the project, each site should be signed individually if the advance warning signs for each site can be installed without overlapping an adjacent worksite. As soon as the work is completed at any individual site the warning signs shall be removed from that site. Clean-up work and 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., multi-lane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the 1/2 mile, 1 mile and 2 mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is 50 MPH or less, the 1/2 mile, 1 mile and 2 mile signs should be eliminated especially in urban areas.

The W20-1 advance warning signs for ROAD WORK 500 FEET; 1000 FEET; and 1500 FEET shall be temporarily covered when work involving the advanced warning signs for lane shifts and lane closures overlap these signs. The ROAD WORK 1/2 MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES

shall be in place when the 500, 1000 and 1500 feet signs are temporarily covered. When the temporary traffic control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 should be eliminated.

RAMP WORK ON LIMITED ACCESS HIGHWAYS: The work zone shall not be signed for the entire length of the mainline of a limited access highway when only short individual worksites, interchange or ramp work is being performed.

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the 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 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 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 48 inches.

150.4 PAVEMENT MARKINGS

A. GENERAL

Full pattern pavement markings in accordance with [Section 652](#) and in conformance with Section 3A and 3B, except 3B.02, of the MUTCD are required on all courses before the roadway is opened to traffic. No passing zones shall

be marked to conform to [Subsection 150.04.E](#). During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

1. Resurfacing Projects

Pavement markings shall be provided on all surfaces that are placed over existing markings. Interim and final markings shall conform in type and location to the markings that existed prior to resurfacing unless changes or additions are noted in the Contract. The replacement of parking spaces will not be required unless a specific item or note has been included in the Contract. Any work to make additions to the markings that existed prior to resurfacing is to be considered as extra work.

2. Widening And Reconstruction Projects

If the lane configuration is altered from the preconstruction layout then pavement markings will be as required by the plans or the Engineer.

3. New Location Construction Projects

Pavement marking plans will be provided.

B. MATERIALS

All traffic striping applied under this Section shall be a minimum four inches in width or as shown in plans and shall conform to the requirements of [Section 652](#), except as modified herein. Raised pavement markers (RPMs) shall meet the requirements of [Section 654](#). Markings on the final surface course, which must be removed, shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

C. INSTALLATION AND REMOVAL OF PAVEMENT MARKINGS:

INSTALLATION: All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and preline the roadway surface for the placement of pavement markings applied as part of the 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 black-out paint will not be permitted under any circumstance to correct layout errors on any final surface.

Traffic shifts that are done on the final surface shall be accomplished using interim traffic marking tape that can be removed without any blemishing of the final surface. Interim traffic marking tape shall be used on any of the following final surfaces; asphaltic concrete, Portland cement concrete, and bridge deck surfaces. The contractor may propose alternate traffic markings and removal methods on the final surface. Submitted proposals shall include the type of material, method of removal and a cost comparison to the traffic marking tape method. Prior to any approval, the contractor shall field demonstrate to the satisfaction of the Engineer that the proposed traffic markings can be removed without any blemishing of the final surface. If the proposal is determined to be acceptable, a supplemental agreement will be executed prior to the installation of the proposed alternate traffic markings. The supplemental agreement shall denote the type of traffic marking materials, method of removal and any cost and/or time savings to the Department. The Department will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

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 multi-lane facility, whether divided or undivided, are included in this provision. Projects consisting primarily of asphalt resurfacing items or shoulder widening items are excluded from this requirement. The RPMs shall be placed as follows:

a. SUPPLEMENTING LANE LINES

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

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

20 foot centers on curves over six degrees. 20

foot centers on lane transitions or shifts.

b. SUPPLEMENTING RAMP GORE LINES

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

c. OTHER LINES

As shown on the plans or directed by the Engineer.

3. Other Highways

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

a. SUPPLEMENTING LANE LINES AND SOLID LINES

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

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

b. SUPPLEMENTING DOUBLE SOLID LINES

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

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

E. EXCEPTIONS FOR INTERIM MARKINGS

Some exceptions to the time of placement and pattern of markings are permitted as noted below;

however, full pattern pavement markings are required for the completed project.

1. Two-Lane, Two-Way Roadways

a. SKIP LINES

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

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two foot interim skip stripe, three markers spaced at equal intervals over a two foot distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

Interim raised pavement markers shall be retro-reflective, shall be the same color as the pavement markers for which they are substituted, and shall be visible during daytime.

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Research but in no case will the markers be attached by the use of nails. Flexible reflective markers, Type 14 or Type 15, may be used for a maximum of fourteen (14) calendar days as an interim marker. Any flexible reflective markers in use shall be from the qualified products list (QPL).

The interim raised pavement markers shall be maintained until the full pattern pavement markings are applied. At the time full pattern markings are applied the interim raised markers shall be removed in a manner that will not interfere with application of the full pattern pavement markings.

b. NO PASSING ZONES-TWO-LANE, TWO-WAY ROADWAYS

Passing zones shall be re-established in the locations existing prior to resurfacing. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1 24" x 30") at the beginning and at intervals not to exceed ½ mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-1 24" x 30") shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall conform to the requirements of the MUTCD and shall be NCHRP 350 compliant. Portable signs shall be secured in such a manner to prevent misalignment and minimize the possibility of being blown over by weather conditions or traffic.

On new location projects and on projects where either horizontal or vertical alignments has been modified, the location of No-Passing Zones will be identified by the Engineer.

c. EDGELINES

1) Bituminous Surface Treatment Paving

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 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 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 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 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 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 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 calendar days of obliteration.

3. Limited Access Roadways And Roadways With Paved Shoulders Greater Than Four Feet

- a. Same as [Subsection 150.04.E.2](#) except as noted in (b) below.
- b. EDGELINES-
 - 1) Asphaltic Concrete Pavement- 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 calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.

4. Ramps For Multi-Lane Divided Highways

A minimum of one solid line edge stripe shall be placed on any intermediate surface of a ramp prior to opening the ramp to traffic. The other edge stripe may be omitted for a maximum period of three (3) calendar days on an intermediate surface. Appropriate channelization devices shall be spaced at a maximum of twenty-five (25') feet intervals until the other stripe has been installed.

The final surface shall have both stripes placed prior to opening the ramp to traffic.

5. MISCELLANEOUS PAVEMENT MARKINGS:

FINAL SURFACE: School zones, railroads, stop bars, symbols, words and other similar markings shall be placed on final surfaces conforming to [Section 652](#) within fourteen (14) calendar days of completion of the final surface. Final markings shall conform to the type of pay item in the plans. When no pay item exists in the plans the final markings shall conform to [Section 652](#) for painted markings.

INTERMEDIATE SURFACE: Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have the miscellaneous pavement markings installed to conform to the requirement of [Section 652](#). Under Subsection 150.11, Special Conditions, or as directed by the Engineer these markings may be eliminated.

F. MOBILE OPERATIONS

When pavement markings (centerlines, lane lines, and 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 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 62 mph in accordance with NCHRP350 Test Level Three (3).

150.5 CHANNELIZATION

A. GENERAL

Channelization shall clearly delineate the travelway through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travelway. 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 33 inches above the surface of the roadway. A minimum drum diameter of 18 inches shall be maintained for a minimum of 34 inches above the roadway.
- 2) **APPLICATION:** Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.
- 3) **TRANSITION TAPERS FOR LANE CLOSURES:** Drums shall be used on all transition tapers. The minimum length for a merging taper for a lane closure on the travelway shall be as shown in Table 150-1:

TABLE 150-1

Posted Speed Limit, MPH	Lane Width 9 Feet	Lane Width 10 Feet	Lane Width 11 Feet	Lane Width 12 Feet	Maximum Drum Spacing in Tapers, (Feet)
Minimum Taper Length (L) in Feet					
20	60	70	75	80	20
25	95	105	115	125	25
30	135	150	165	180	30
35	185	205	225	245	35
40	240	270	295	320	40
45	405	450	495	540	45
50	450	500	550	600	50
55	495	550	605	660	55
60	540	600	660	720	60
65	585	650	715	780	65
70	630	700	770	840	70
75	675	750	825	900	75

If site conditions require a longer taper then the taper shall be lengthened to fit particular individual situations.

The length of shifting tapers should be at least ½ L.

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

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

Multiple Lane Closures:

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

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

(a) 40 FOOT SPACING MAXIMUM

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

(b) 80 FOOT SPACING MAXIMUM

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

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

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

REMOVAL OF DRUMS: Drums may be removed after shoulders are completed to typical section and grassed. Guardrail and other safety devices shall be installed and appropriate signs advising of conditions such as soft or low shoulder shall be posted before the drums are removed.

b. VERTICAL PANELS

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

c. CONES

- 1) DESIGN: All cones shall be a minimum of 28 inches in height regardless of application and shall meet the requirement of the MUTCD. Reflectorization may be deleted from all cones.
- 2) APPLICATION: For longitudinal channelizing only, cones will be permitted for daylight closures or minor shifts. (Drums are required for all tapers.) The use of cones for nighttime work will not be permitted. Cones shall not be stored or allowed to be visible on the worksite during nighttime hours.

d. BARRICADES

DESIGN: Type III barricades shall meet the minimum requirements of the MUTCD and shall be reflectorized as required in [Subsection 150.01.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 workzone guidelines for NCHRP 350 crashworthy compliance. Any generic barricades used in the work shall be stamped or stenciled to show compliance with NCHRP 350. The use of Type I and Type II barricades will not be permitted.

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

When a barricade is placed so that it is subject to side impact from a vehicle, a drum shall be placed at the side of the barricade to add target value to the barricade.

e. WARNING LIGHTS:

- 1) DESIGN: All warning lights shall meet the requirements of the MUTCD.
- 2) APPLICATION
 - (a) Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Flashing lights are not required for advance warning signs in [Subsection 150.03.H](#).
 - (b) Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Steady-burn lights are not required on drums for merging tapers that exist into the night.

f. TEMPORARY BARRIERS

- 1) DESIGN: Temporary barriers shall meet the requirements of Sections 620.
- 2) APPLICATION: Temporary barriers shall be placed as required by the plans, standards, and as directed by the Engineer. When Temporary barrier is located 20 feet or less from a travel lane, yellow reflectors shall be fixed to the top of the barrier at intervals not greater than 40 feet in the longitudinal section and 20 feet in the taper section and shall be mounted approximately two inches above the barrier. If both lanes of a two-lane two-way roadway are within 20 feet or less of the barrier then the reflectors shall be installed for both directions of traffic.

The reflectors shall be 100 square inches (ASTM Type VII or VIII)

reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gap in the barrier sections.

Approach end of Temporary barrier shall be flared or protected by an impact attenuator (crash cushion) or other approved treatment in accordance with 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 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.

150.6 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 inches minimum difference in elevation cannot be accomplished the section shall be healed as shown in [Detail 150-E](#). If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the work with minimal waste. Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the specifications for gradation and quality when the material is placed in the final location.

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

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

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

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

GENERAL/TIME RESTRICTIONS:

A. STONE BASES, SOIL AGGREGATE BASE AND SOIL BASES

1. All Highways

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

2. LIMITED ACCESS HIGHWAY RAMPS (INTERSTATES):

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

B. ASPHALT BASES, BINDERS AND TOPPING

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 Travelway and Paved Shoulders

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

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

[Detail 150-C](#) conditions will not be allowed for more than 48 hours.

[Detail 150-D](#) conditions will not be allowed for more than 30 calendar days. [Detail 150-E](#) conditions will not be allowed for more than 60 calendar days.

Failure to meet these requirements shall be considered as non-performance of Work under [Subsection 150.08](#).

C. PORTLAND CEMENT CONCRETE

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

1. Cement Stabilized Base

Work adjacent to the traveled way shall be healed as per [Detail 150-E](#) within forty-eight (48) hours after the seven (7) calendar day curing period is complete for each section placed. During the placement and curing period, traffic control shall be in accordance [Detail 150-B](#).

2. Asphaltic Concrete Base

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

3. Concrete Paved Shoulders

Concrete paved shoulders shall be placed within sixty (60) calendar days after the removal of each section of existing shoulder regardless of the type of base materials being placed on the shoulders. During the placement period, traffic control devices shall be in accordance with the appropriate detail based on the depth of the change in elevation. Differences in elevation of more than two inches between the travel way and the shoulder will not be allowed for more than a 24-hour period. A single length of excavated area that does not exceed 1000 feet in total length may be left open as a start up area for periods not to exceed 48 hours provided the Contractor can demonstrate the ability to continuously excavate and backfill in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed. Any other disturbed shoulder areas shall be healed as in [Detail 150-E](#).

4. Asphaltic Concrete Shoulders

A difference in elevation that meets the requirements of [Detail 150-B](#) shall not be allowed to exist for a period greater than forty-eight (48) hours. After the removal of the existing shoulder the section or segment of travelway may be healed with stone as per [Detail 150-E](#) for a maximum of fourteen (14) calendar days. Asphaltic concrete shoulders shall be placed within two (2") inches or less of the traveled way surface within fourteen (14) calendar days after the removal of the stone healed section or the removal of each section of the existing shoulder. The two (2") inches or less difference in elevation shall not remain in existence for a period that exceeds thirty (30) calendar days unless the paved shoulder is utilized as a detour for the traveled way. During the placement period, traffic control shall be in accordance with the appropriate detail based on the depth of the change in elevation.

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

D. MISCELLANEOUS ELEVATION DIFFERENTIALS FOR EXCAVATIONS ADJACENT TO THE TRAVELWAY

Drainage structures, utility facilities, or any other work which results in a difference in elevation adjacent to the travelway 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.

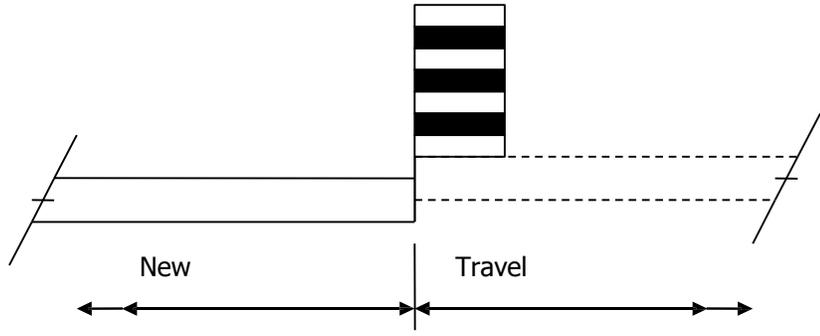
Any modifications to the staging and time restrictions that are approved as part of the TTC plan shall be agreed to in writing. Failure to meet these modifications shall be considered as non-performance of the Work under [Subsection 150.08](#).

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 travelway or between the earth shoulder and a paved shoulder that is less than four (4') feet in width, the Contractor shall place and maintain drums in accordance with the requirements of [Subsection 150.05A.1.a.4](#)). When the edge of the paved surface is tapered with a 30-45 degree wedge, drums may be spaced at

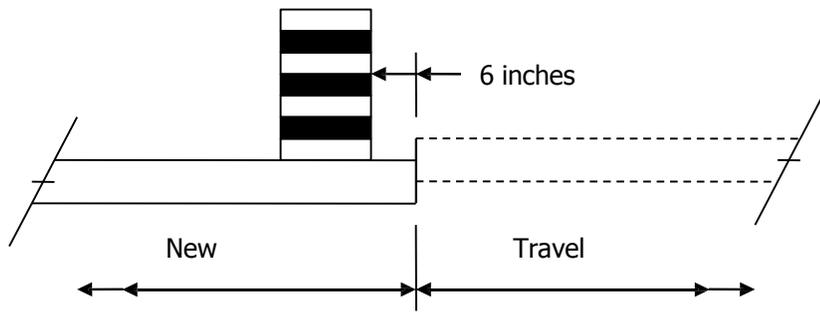
2.0 times the speed limit in MPH. Drums shall remain in place and be maintained until the difference in elevation has been eliminated by the placement of the appropriate shoulder materials. SHOULDER CONSTRUCTION NOT INCLUDED AS A PART OF THE CONTRACT: When the placement of asphaltic concrete materials creates a difference in elevation greater than two (2") inches between the earth shoulder (grassed or un-grassed) and the edge of travelway 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 4 inches. Drums spaced at 20 foot intervals. Note: If the travel way width is reduced to less than 10 feet by the use of drums, vertical panels shall be used in lieu of drums.	
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ELEVATION DIFFERENCE GREATER THAN 4 INCHES
DETAIL 150-B

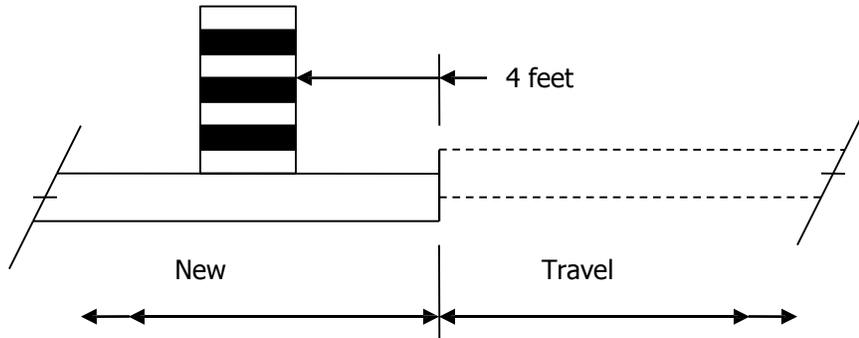
Drums spaced at 40 foot intervals.	Location of drums when Elevation Difference is 2+
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ELEVATION DIFFERENCE 2+ to 4 inches
DETAIL 150-C

Drums spaced at 80 foot intervals.

Location of drums when
Elevation Difference is 2 inches



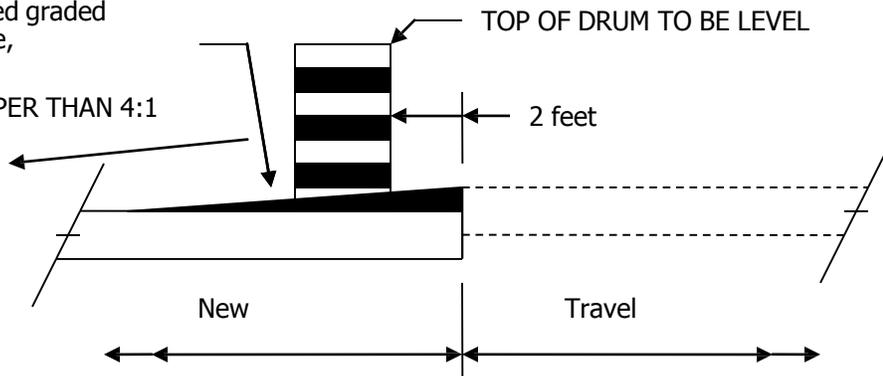
ELEVATION DIFFERENCE OF 2 INCHES OR LESS

DETAIL 150-D

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

Compacted graded
aggregate,

NO STEEPER THAN 4:1



HEALED SECTION

DETAIL 150-E

150.7 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 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 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.

150.8 ENFORCEMENT

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the requirements of Section 150 (TRAFFIC CONTROL) will result in non-refundable deductions of monies from the Contract as shown in this Subsection for non- performance of Work.

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project, except erosion control and traffic control, taking corrective action as specified in [Subsection 105.15](#), and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$200
\$100,000	\$1,000,000	\$500
\$1,000,000	\$5,000,000	\$1,000
\$5,000,000	\$20,000,000	\$1,500
\$20,000,000	\$40,000,000	\$2,000
\$40,000,000	\$-----	\$3,000

150.9 MEASUREMENT

A. TRAFFIC CONTROL

When listed as a pay item in the Proposal, payment will be made at the Lump Sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

When the first Construction Report is submitted, a payment of 25 (twenty-five) percent of the Lump Sum price will be made. For each progress payment thereafter, the total of the Project percent complete shown on the last pay statement plus 25 (twenty-five) percent will be paid (less previous payments), not to exceed one hundred (100) percent.

When no payment item for *Traffic Control-Lump Sum* is shown in the Proposal, all of the requirements of Section 150 and the 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 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
Item No. 150 Traffic Control, Raised Pavement Markers-All Types.....	per Each Item
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.....	per Lump Sum
Item No. 647 Flashing Beacon Assembly, Structure Mounted.....	per Each
Item No. 647 Flashing Beacon Assembly, Cable Supported.....	per Each

150.11 SPECIAL CONDITIONS:

A. WORK HOURS:

This project requires the following restricted work hours:

Lane closures will not be permitted during weekdays (Monday through Friday) between the hours of 6:00 a.m. to 9:00 a.m.; and 4:00 p.m. to 7:00 p.m. Monday through Friday.

Failure by the contractor to reopen the lane by the times specified will result in damages assessed in accordance with Section 108.08 of this contract. Lane closures will be allowed on Saturdays and Sundays with prior approval of the City.

B. TRAFFIC CONTROL PLAN:

A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TWO (2) WEEKS PRIOR TO ANY WORK FOR REVIEW AND APPROVAL BY THE ENGINEER.

C. HOLIDAY WORK:

No work shall be allowed during the following dates due to holidays:

May 27, 2016 - May 30, 2016 - Memorial Day

July 1, 2016 -July 4, 2016 - 4th of July

September 2, 2016 - September 5, 2016 - Labor Day

November 24, 2016 - November 27, 2016 - Thanksgiving
December 24, 2016 - January 2, 2017 - Christmas and New Years

Lane closures shall not be allowed during the weekends of the Georgia Tax Free Weekends.

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

Section 161—Control of Soil Erosion and Sedimentation

Add the following:

161.1 General Description

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

161.1.01 Definitions

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

Design Professional as defined in the current GAR100002 NPDES permit.

161.1.02 Related References

A. Standard Specifications [Section](#)

[105—Control of Work Section](#)

[106—Control of Materials](#)

[Section 107—Legal Regulations and Responsibility to the Public](#)

[Section 109—Measurement and Payment](#)

[Section 160—Reclamation of Material Pits and Waste Areas](#)

[Section 162—Erosion Control Check Dams](#)

[Section 163—Miscellaneous Erosion Control Items](#)

[Section 166—Restoration or Alteration of Lakes and Ponds](#)

[Section 170—Silt Retention Barrier](#)

[Section 171—Temporary Silt Fence](#)

[Section 205—Roadway Excavation](#)

[Section 434—Sand Asphalt Paved Ditches](#)

[Section 441—Miscellaneous Concrete](#)

[Section 603—Rip Rap](#)

[Section 700—Grassing](#)

[Section 710—Permanent Soil Reinforcing Mat](#)

[Section 715—Bituminous Treated Roving](#)

[Section 716—Erosion Control Mats \(Blankets\)](#)

Erosion control measures contained in the Specifications include:

Erosion Control Measure	Section
Temporary Check Dams	163.3.05.J

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

B. Referenced Documents

Erosion and Sedimentation Pollution Control Plans (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

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

1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to [Subsection 167.3.05.C](#) for report requirements.
2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.
3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
4. Items listed in the report requiring maintenance or correction shall be completed within 72 hours.

B. Erosion and Sedimentation Pollution Control Plan

1. Project Plans

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

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

revisions to the CMP as well. Submit revised plans and quantities to the Engineer for review prior to land disturbing activities.

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

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

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

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

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

4. Culverts and Pipes

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

5. Temporary Asphalt or Concrete Batch Plants

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

161.2 Materials

General Provisions 101 through 150.

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personnel

A. Duties of the Worksite Erosion Control Supervisor

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

The WECS and alternates shall:

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

The WECS’ duties include the following:

1. Be available or have an approved representative available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control and flooding control.

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

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

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

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

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

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

A. Control Dust Pollution

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

B. Perform Permanent or Temporary Grassing

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

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

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

C. Seed and Mulch

Refer to [Subsection 161.3.05.B, “Perform Permanent or Temporary Grassing”](#).

D. Implement Permanent or Temporary Erosion Control

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

The Engineer has the authority to:

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

Such Work may include constructing items listed in the table in [Subsection 161.1.02.A, “Related References”](#) or other control devices or methods to control erosion.

E. Erodible Area

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

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

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

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

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

F. Perform Grading Operations

Perform the following grading operations:

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

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

1. Unless otherwise agreed to in writing by the Engineer, restrict construction operations in rivers, streams, and impoundments to:

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

H. State Water Buffers and Environmental Restrictions

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

I. General Requirements

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

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

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

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

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

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

3. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.
4. Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.
5. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.
6. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.
7. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.
8. Use temporary erosion control measures to:
 - To correct conditions that develop during construction but were unforeseen during the design stage.
 - To use as needed before installing permanent erosion control features.
 - To temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.
9. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

161.3.06 Quality Acceptance

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

161.3.07 Contractor Warranty and Maintenance

Maintain the erosion control features installed to:

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

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

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

161.4 Measurement

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

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

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

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

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

161.5.01 Enforcement and Adjustments

A. Failure to Provide a WECS

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

B. Failure to submit reports

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

C. Failure to Comply with Specifications

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

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

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

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

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

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

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

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

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

\$1,000,000	\$5,000,000	\$2000
\$5,000,000	\$15,000,000	\$3000
\$15,000,000	-	\$5000

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

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

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

Section 210 – Grading Complete

In addition to the standard provisions Grading Complete shall include the following provisions and their cost:

1. Any quantities of any of the pay items in the bid schedule of the contract that exceed the plan quantities will be installed on an as needed basis, as directed by the engineer.
2. Disturbed areas shall be hydroseeded for permanent stabilization if not sodded or stabilized as directed by the engineer. If grassing activities are not in season then rye grass or grassing as directed by the engineer will be utilized. Once grassing is in season, the area will be prepared and reseeded with permanent grassing.
3. Any irrigation facilities and yard lights damaged during the course of project activities shall be repaired and the contractor shall coordinate with the facility owner.
4. The contractor shall file & maintain utility locates.
5. The contractor shall be solely responsible for utility coordination on the project and will provide a contact to the City at the pre-construction conference.
6. The contractor shall provide independent testing services for the project which will include sub-grade compaction and concrete testing as directed by the engineer. Documentation will be provided at time of payment request.
7. Trees within the project area will be pruned to a height of 14 feet as directed by the engineer. Trees placed for landscaping purposes are to be excluded as directed by the engineer. Any trees removal performed during the course of the project will include stump removal or grinding as part of the work.
8. The contractor will provide a video of the project area before the project begins and after the project is complete. Each video will be provided to the City once it is complete in an acceptable format.
9. The contractor will coordinate with Sandy Springs Traffic/Transportation Unit before installing any traffic signal equipment or striping.

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

Section 615 – Directional Boring

Delete Section 615 as written and substitute the following:

Section 615 – Directional Boring

615.1 GENERAL DESCRIPTION

This work shall consist of installing various sizes of bores by directional boring through whatever materials may be encountered.

615.2 MATERIALS

Omitted for this project.

615.3 CONSTRUCTION REQUIREMENTS

When required, suitable pits or trenches shall be excavated for the boring operation and for placing the end joints or termination connectors of conduit. Where necessary, they shall be securely sheeted and braced to prevent caving.

Where directional boring is required under railroads, highways, streets or other facilities, construction shall be done in the manner that will not interfere with the operation of the facility, and shall not weaken the roadbed or structure. No roadway pavement, subgrade, roadbed, paved shoulder, or unpaved median shall be disturbed or excavated as part of the boring or pipe placing operation for any reason without written authorization by the Engineer. In the above areas, any broken or damaged boring rod/stem, boring head (including transmitter/transponder locating heads and cutter heads), couplings (including backreaming, swivel or connector couplings), or any other material that cannot be retrieved as part of the pullback operation shall become the property of the Department and shall be abandoned in place unless otherwise authorized in writing by the Engineer. There shall be no additional payment for abandoned material.

Furnish, for the Engineer's approval, a plan showing the proposed methods for the installation of the horizontal directional bore. The Engineer will review the proposed installation plan within 10 working days of receipt by the Department. No directional boring work will be allowed until the Contractor's submitted plan is approved by the Engineer. This plan shall include the following detail as a minimum:

- List of projects completed by the company performing the boring operation, environment of installation (urban work, river crossing, freeway), diameter of product installation and length of bores. This list of projects must include the name, address and phone number of an owner's representative with knowledge of the performance of the work. Provide at least five previously completed projects of similar scope to the boring work included in this contract.
- List of Contractor's key personnel with a resume of boring experience. The Department will be the sole judge of the qualifications of the foreman and the drill operators.
- Location of all proposed boring entry and exit pits.
- Proposed alignment of bore both horizontal and vertical. The proposed alignment shall maintain a minimum clearance of 18 inches (450 mm) or 2 times the diameter of the final product installation, whichever is greater, at any obstruction. Boring will not be allowed in select backfill areas such as at mechanically stabilized wall locations.
- Proposed diameter of bore. This diameter is the diameter of the final product installation.
- Proposed diameter of pilot borehole.
- Proposed diameter of back reamer. In no case shall the diameter of the back reamer exceed 1.5 times the diameter of the final product installation.
- Proposed depth of cover. The depth of cover shall be equal to or greater than 10 times the diameter of the final product installation. Additionally, the minimum depth of cover allowed in paved shoulders shall be 4 feet (1.22 meters). The minimum depth of cover under travel lanes or otherwise outside of the paved shoulder shall be 8 feet (2.44 meters).
- Evaluation of soil conditions to be encountered. Full soil survey not required. As a minimum, excavate the entrance and exit pits for the proposed bore and determine the nature of the material likely to be encountered. The drilling fluid composition should be based on the evaluation of the materials encountered in the bore pit excavation.
- Proposed composition of drilling fluid.
- Proposed drilling fluid pressure and flow rates.
- Proposed drilling fluid management plan.
- Proposed pull back rate.
- Type of tracking system

Continuously monitor the location and alignment of the pilot drill process to insure compliance with the proposed installation alignment and to verify depth of the bore. Monitoring shall be accomplished by manual plotting based on location and depth readings provided by the locating/tracking system or by computer generated bore logs which map the bore path based on information provided by the locating/tracking system. Readings or plots shall be obtained on every drill rod and provided to the Engineer on a daily basis for as-builts.

Monitoring of the drilling fluids such as the pumping rate, pressures, viscosity and density

during the pilot bore, back reaming, and/or pipe installation stages shall be undertaken to ensure adequate removal of soil cuttings and to ensure that the stability of the borehole is maintained. Drilling fluid pressures should not exceed that which can be supported by the overburden (soil) pressure to prevent heaving or a hydraulic fracture of the soils. Excess drilling fluids shall be contained at the entry and exit points until recycled or removed from the site. Ensure that all drilling fluids are disposed of in a manner acceptable to the appropriate local, state and federal regulations. The Contractor's work will be immediately suspended whenever drilling fluids seep to the surface other than in the boring entrance or exit pit. The Contractor must propose a method to prevent further seepage and must remove and dispose of any drilling fluid on the surface prior to resuming the boring operation.

To minimize heaving during pullback, the pullback rate should be determined to maximize the removal of soil cuttings and minimize compaction of the ground surrounding the borehole. The pullback rate shall also minimize over cutting of the borehole during the back reaming operation to ensure that excessive voids are not created resulting in post installation settlement. Any surfaces damaged by the work shall be restored to their preconstruction conditions. All costs associated with the restoration are to be borne by the Contractor.

The distance that the excavation extends beyond the end of the bore will depend upon the character of the excavated material, but shall not exceed 2 feet (0.61 meters) in any case. This distance shall be decreased on instructions from the Engineer if the character of the material being excavated makes it desirable.

Once the directional boring is begun, the operation shall be carried on without interruption, insofar as practical.

The pits or trenches excavated to facilitate boring operations shall be backfilled immediately after the boring has been completed.

The boring shall proceed from a surface staging area provided for the boring equipment and workers. The location of the staging area shall be approved by the Engineer. The holes shall be bored mechanically. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluids in connection with the boring operation will be permitted only to the extent necessary to lubricate cutting. Jetting will not be permitted.

Excavation will not be paid for separately, but all of the provisions of Section 205 and 208 shall govern.

In unconsolidated soil formations a gel-forming colloidal drilling fluid consisting of at least 10% high grade carefully processed bentonite may be used to consolidate excavated material, seal the walls of the hole, and furnish lubrication for subsequent removal of material and immediate back reaming/installation of conduit. Flow pressure on the drilling fluid shall be continuously monitored and maintained at the minimal pressure required to place the fluid. At no time shall the flow pressure exceed 500 psi (3448 k Pa) and should normally not exceed 200 psi (1379 k Pa). All drilling fluid shall be completely removed from both ends of the bore and properly disposed of at a location provided by the Contractor.

Allowable variation from line and grade established by the Engineer shall be a maximum of 2 percent. Any voids which develop during the installation operation and are determined by the Engineer to be detrimental to the Work, shall be pressure grouted with an approved mix.

Directional boring operations inherently include the risk of encountering under grade obstructions that begin to alter the bore direction. Should an obstruction be encountered, the Engineer shall be immediately be notified. Attempts at corrective measures to restore the proper bore alignment should include but are not limited to boring deeper or shallower (if minimum pipe depth can be maintained), moving the boring head to the right of left of the obstruction, to attempt to bore through the obstruction (if other than solid rock). To restore the bore alignment, a minimum of three attempts to the Engineer's satisfaction shall be made at each encountered obstruction with different corrective measures. If a suitable bore alignment cannot be restored, the Engineer may authorize a relocation of the bore. Unsuccessful boring attempts shall be paid in accordance with Sections 615.4 and 615.5 below, using the obstruction location as one end of the measured length of directional boring.

615.4 MEASUREMENT

Directional bores will be measured by the horizontal linear foot (meter) of bore complete in place. The measurement for payment shall be determined by obtaining measurements from the points at which the bore arrives at the required minimum acceptable depth, at the entrance and exit of the boring operation, following the central axis of the bore. Directional boring above the minimum acceptable depth shall not be measured for payment.

615.4 MEASUREMENT

This work performed and materials furnished as prescribed by this Item, measured as provided under Measurement shall be full compensation for furnishing the bore and all incidentals necessary to complete the Item. All excavated material resulting from the directional boring operations shall be disposed of or used as directed by the Engineer at no additional cost to the Department.

615.5 PAYMENT

Payment will be made under:

Item No. 615-1200	Directional Bore (Size)	per Linear Foot (meter)

SPECIAL PROVISION

NORTHRIDGE ROAD LIGHTING

City of Sandy Springs, Georgia
T-0033-6

Modifications of the GDOT Standard Specifications, 2013 Edition

Section 681 – Lighting Standards and Luminaires

Add the following:

Section 681 – 55W LED Luminaire

681.1 General Description

Expand this item to include LED luminaire. **DMS60-55W49LED4K-ACDR-LE3A-120-GN8TX**

Description of Components:

Finial: Decorative cast 356 aluminum, mechanically assembled.

Cupola: Decorative spun aluminum 1100-0, mechanically mounted on hood.

Hood: Spun aluminum 1100-0 dome, mechanically assembled on the luminaire.

Guard: With 2 cast aluminum 356 arms, this guard is welded to the fitter and to the access-mechanism.

Access-Mechanism: A die cast A360 aluminum technical ring with latch and hinge. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Light Engine: LifeLED™ composed of 5 main components: **Globe / LED lamp / Optical System / Heat Sink / Driver**

Electrical components are RoHS compliant.

Globe: (ACDR), Made of one-piece seamless injected-molded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

Lamp: (*Included*), Composed of 49 high-performance white LEDs, 65w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan after which the system emits 70% of its original lumen output, all of those parameters are tested for 100% of light engines. Use of a metal core board insures greater heat transfer and longer lifespan of the light engine.

Optical System: (LE3A), I.E.S type III (asymmetrical). Composed of high-performance acrylic collimators, optimized with varying beam angles to achieve desired distribution. System is rated IP66. Performance shall be tested per LM63 and LM79 (IESNA) certifying its photometric performance. Street-side indicated.

Heat Sink: Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device)

Driver: High power factor of 90%. Electronic driver, operating range 50-60 Hz. **Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II**, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Certified in compliance to cULus requirement. Weather tightness rating IP66. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

The current supplying the LEDs will be reduced by the driver if the internal temperature exceeds 185F(85C), as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction.

Surge Protector: LED Driver 3 poles 10KV surge Protectors that protect Line-Ground, Line-Neutral, and Neutral-Ground in accordance with IEEE / ANSI C62.41.2 guidelines.

Fitter: Cast 356 aluminum c/w 4 set screws 3/8-16 UNC. This fitter holds 2 arms made of cast aluminum 356 mechanically assembled. Slip-fits on a 4"(102mm) outside diameter x 4" (102mm) long tenon.

681.2 Materials

Retain as written

681.3 Construction

Retain as written

681.4 Measurement

This item when completed and accepted will be paid for at the Per Each Price bid. Payment is full compensation for all work and materials specified in this Section.

681.5 Payment

Payment will be made under:

Item No. 681	LUMINAIRE, TP 3, 55 W, LED	EA
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NORTHRIDGE ROAD LIGHTING

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Modifications of the GDOT Standard Specifications, 2013 Edition

Section 681 – Lighting Standards and Luminaires

Add the following:

Section 681 – 70W LED Luminaire

681.1 General Description

Expand this item to include LED luminaire. **DMS50-70W64LED4K-ES-LE3S-120-GN8TX**

Description of Components:

Hood: A die cast A360.1 aluminum dome complete with a cast-in technical ring with latch and hinge. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Light Engine: LEDgine composed of 4 main components: **LED lamp / Optical System / Heat Sink / Driver**

Electrical components are RoHS compliant.

Lens: Made of soda-lime clear tempered glass curved lens, mechanically assembled and sealed onto the lower part of the heat sink.

Lamp: (*Included*), Lamp type ES, 120 lumens/watt. Composed of 64 high-performance white LEDs, 70w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan based on LM80 results after which 50% still emits over 70% (L70) of its original lumen output. Use of a metal core board

insures greater heat transfer and longer lifespan of the light engine. The LED circuit board is included with a connector, (no connection wire required for ease of replacement).

Optical System: (LE3S), I.E.S type III (asymmetrical). Composed of high-performance acrylic refractors lenses to achieve desired distribution optimized to get maximum spacing, target lumen's and a perfect lighting uniformity. System is rated IP66. Performance shall be tested per LM63 and LM79 and TM15 (IESNA) certifying its photometric performance.

Heat Sink: Heat Sink: Made of die cast A360 aluminum optimising the LEDs efficiency and life, complete with a cast in skirt and technical ring. Product does not use any cooling device with moving parts (only passive cooling device)

Driver: High power factor of 95%. Electronic driver, operating range 50-60 Hz. **Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class I,** THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Certified in compliance to cULus requirement. Weather tightness rating IP66. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

The current supplying the LEDs will be reduced by the driver if the internal temperature exceeds 176F(80C), as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction.

Surge Protector: LED Driver 3 poles 10KV surge Protectors that protect Line-Ground, Line-Neutral, and Neutral-Ground in accordance with IEEE / ANSI C62.41.2 guidelines.

681.2 Materials

Retain as written

681.3 Construction

Retain as written

681.4 Measurement

This item when completed and accepted will be paid for at the Per Each Price bid. Payment is full compensation for all work and materials specified in this Section.

681.5 Payment

Payment will be made under:

Item No. 681	LUMINAIRE, TP 3, 70 W, LED	EA
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Modifications of the GDOT Standard Specifications, 2013 Edition

Section 682 – Electrical Junction Box, Reinforced Plastic Mortar

Retain as written and add the following:

682.1 General Description

Expand this item to include Electrical Junction Box, Reinforced Plastic Mortar and Main Service Pick Up Point. The work for the Main Service Pick Up Point includes furnishing and installing all materials and equipment necessary to provide electrical service for the Northridge Road lighting in Sandy Springs, Georgia.

Retain Subsection 682.2 and add the following:

682.2 Materials

The Reinforced Plastic Mortar Electrical Junction box shall be manufactured using Polymer Concrete. Polymer Concrete shall be made from selectively graded aggregates in combination with a polymer resin system. The process shall include a process of mixing, molding and curing. Precast polymer concrete shall be reinforced with fiberglass for exceptional strength and rigidity. The manufacturer shall be on the Georgia Department of Transportation Qualified Products Listing.

The details of the Reinforced Plastic Mortar Electrical Junction Box and the size of the box are indicated on the plans. If a box other than the specified box is furnished, it shall be equal in quality with the specified box and approved by the engineer. The size of the box is indicated in the manufacturer’s catalog number.

The materials required for the Main Service Pick Up Point are specified in the plans and shall meet the requirements of Subsection 680.2 and the following:

Material	Specification
Electrical Wire and Cable	Section 922
Electrical Conduit	Section 923

Delete Subsection 682.4 and substitute the following:

682.4 Measurement

This item when completed and accepted will be paid for at the Per Each Price bid. Payment is full compensation for all work and materials specified in this Section.

Retain Subsection 682.5 and add the following:

682.5 Payment

Payment will be made under:

Item No. 682	Electrical Junction Box, Reinforced Plastic Mortar	Per Each
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NORTHRIDGE ROAD LIGHTING

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Modifications of the GDOT Standard Specifications, 2013 Edition

Section 682 – Electrical Wire, Cable, and Conduit

Retain Section 682 and add the following:

682.1 General Description

Expand this item to include Main Service Pick Up Point The work for the Main Service Pick Up Point includes furnishing and installing all materials and equipment necessary to provide electrical service for the Northridge Road Lighting within the limits of this project.

682.2 Materials

The materials required for the Main Service Pick Up Point are specified on the plans and shall meet the requirements of Subsection 680.2 and the following: The cable shall meet the requirements of the following:

Material	Specification
Electrical Wire and Cable	<u>Section 922</u>
Electrical Conduit	<u>Section 923</u>

682.5 Payment

Payment will be made under:

Item No. 682	Main Service Pick Up Point 1	Lump Sum
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Section 890 – Seed and Sod

890.1 General Description

This section includes the requirements for seed and sod.

890.1.01 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

890.2 Materials

890.2.01 Seed

A. Requirements

1. Use seed that meets the requirements of the Georgia Seed Laws and Rules and Regulations.
2. The germination, purity, and maximum weeds specified in the Georgia Seed Laws for all seeds used by DOT are:

Germination and hard seed minimum	70%
Purity minimum	90%
Weed seeds maximum	2%
Noxious seeds maximum	300 seeds per lb (660 seeds per kg), subject to the limitations in Table 1

When seed mixtures are specified, each variety of seed shall be furnished separately and mixed after approval by the Engineer.

**Table 1—
Noxious Weed
List**

Name	Limitations
1. Field Bindweed (<i>Convolvulus arvensis</i>)	Prohibited
2. Cocklebur	Prohibited
3. Hedge Bindweed (<i>Convolvulus sepium</i>)	Prohibited
4. Nutgrass (<i>Cyperus Rotundus</i>)	Prohibited
5. Blessed Thistle (<i>Cnicus benedictus</i>)	9 per pound (20 per kg)
6. Wild Onion and/or Wild Garlic ((<i>Allium</i> spp.)	27 per pound (60 per kg)
7. Sandbur (<i>Cenchrus pauciflorus</i>)	27 per pound (60 per kg)
8. Johnson Grass (<i>Sorghum halepense</i>)	100 per pound (220 per kg)
9. Wild Mustard and Turnips (<i>Brassica</i> spp.)	27 per pound (60 per kg)
10. Blue Weed (<i>Helianthus ciliaris</i>)	200 per pound (440 per kg)
11. Wild Radish (<i>Raphanus raphanistrum</i>)	27 per pound (60 per kg)

12.	Dodders (Cuscuta spp.)	100 per pound (220 per kg)
13.	Canada Thistle (Cirsium arvense)	100 per pound (220 per kg)
14.	Quack Grass (Agrophron repens)	100 per pound (220 per kg)
15.	Russian Knapweed (Centaurea Picris)	100 per pound (220 per kg)
16.	Bermuda Grass (Cynodon dactylon)	300 per pound (660 per kg)
17.	Cheat or Ches (Bromus secalinus and/or Bromus commutatus)	300 per pound (660 per kg)
18.	Darnel (Lolium temulentum)	200 per pound (440 per kg)
19.	Cornockle (Agrostemma githago)	100 per pound (220 per kg)
20.	Horsenettle (Solanum carolinense)	200 per pound (440 per kg)
21.	Purple Nightshade (Solanum elaeagnifolium)	200 per pound (440 per kg)
22.	Buckhorn Plantain (Plantago lanceolata)	200 per pound (440 per kg)
23.	Docks (Rumex spp.)	100 per pound (220 per kg)
24.	Gian Foxtail	100 per pound (220 per kg)
25.	Sheep sorrel (Rumex acetosells)	200 per pound (440 per kg)
26.	Red Rice (oryza sativa variety)	300 per pound (660 per kg)
27.	Sorghum alnum	100 per pound (220 per kg)
	Sum Total Noxious Weeds	300 per pound (660 per kg)

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

1. Get approval from the Engineer before sowing seed.
2. Ensure each bag of seed is tagged with an analysis tag showing the results of a test made within 9 months of planting.
 - a. Collect and check the tags to ensure that they show a lot number, a test date within 9 months, and that the seed quality meets the requirements in [Table 1](#).
 - b. The Georgia Department of Agriculture and the laboratory will randomly sample seed.
3. Even though the Engineer approves the seed, you are still responsible to furnish and sow seed that meets these Specifications at the time of sowing.
4. If the Engineer requires, provide seed samples to the Engineer early enough before seeding to allow further testing before seeding.
5. You may increase the rate of seeding to obtain the minimum pure live seed content specified if a low percentage of germination causes the quality of the seed to fall below the minimum.

NOTE: You may increase the seeding rates if the noxious weed seed per square yard (meter) does not exceed the allowable quantity at the regular rate of seeding.

6. The Department will reject wet, moldy, or otherwise damaged seed.

D. Materials Warranty

General Provisions 101 through 150.

890.2.02 Sod

A. Requirements

1. Use living, growing sod of the designated species for block or big roll sod. This includes sod that is dormant during the cold or dry season and capable of renewing growth after the dormant period.
2. Obtain all sod from approved nurseries that have a Georgia Live Plant License.
3. Ensure that at least 75 percent of the plants in the sod are of the designated variety of grass.

B. Fabrication

1. Mow grass and weeds to a maximum height of 3 in (75 mm). Rake and remove the grass before cutting
2. Cut the sod into the following sizes:

Block sod—12 in (300 mm)

by 22 in (550 mm) Big roll

sod—21 in (525 mm) by 52

ft (15.8 m)

Ensure that the sod has at least 1/2 in (15 mm) of soil adhering firmly to the roots.

3. Always exercise care to retain the soil on the roots of the sod during cutting, transporting, and planting. Do not dump the sod from vehicles.

C. Acceptance

The Department will accept the material based on the following:

1. Notify the Engineer to inspect the sod sources before it is harvested.
2. The Engineer will inspect the sod while it is being planted.
3. The Department will reject sod with weeds or other growth or foreign material that may be detrimental to the planting. Sod that is excessively dried out, exposed to heat, or not viable will also be rejected.

Do not assume that an approval of a source means that the material is accepted.

D. Materials Warranty

1. Transplant the sod within 72 hours from the time it is harvested.
2. Sod that is not transplanted within 24 hours shall be kept moist and protected from exposure to heat, direct sunlight, and freezing until it is transplanted. Do not exceed the 72-hour time limit for transplanting all of the harvested sod.
3. Cut and install sod only when the soil moisture conditions are favorable.
4. Sod installation shall include a 2 year warranty.

EXHIBIT P
TO CONTRACT AGREEMENT

DAVIS-BACON ACT
PROJECT WAGE RATES

General Decision Number: GA160146 03/11/2016 GA146

Superseded General Decision Number: GA20150146

State: Georgia

Construction Type: Building

County: Fulton County in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/22/2016
2	03/11/2016

ASBE0048-001 04/01/2015

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.17	14.96

ASBE0048-002 04/01/2015

	Rates	Fringes
FIRESTOPPER.....	\$ 26.17	14.96

BOIL0026-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 24.91	19.69

CARP0225-001 07/01/2011

	Rates	Fringes
CARPENTER (Drywall Finishing, Drywall Hanging, and Metal Stud Installation)	\$ 22.75	6.55

ELEV0032-001 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.12	29.985+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-001 07/01/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator, Bobcat/Skid Loader/Skid Steer, Bulldozer, Forklift, and Loader.....	\$ 23.39	10.13
Crane.....	\$ 27.88	10.13
Oiler.....	\$ 18.70	10.13

PAIN1940-001 10/01/2015

	Rates	Fringes
GLAZIER.....	\$ 22.25	9.31

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

*** PLUM0072-023 08/01/2015**

	Rates	Fringes
PLUMBER.....	\$ 27.70	13.38

*** PLUM0072-024 08/01/2015**

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit, & HVAC Electrical /Temperature Controls)	\$ 27.70	13.43

SHEE0085-001 08/01/2012

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 29.70	13.07

SUGA2012-053 08/11/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 15.00	0.00
ALARM INSTALLER.....	\$ 18.49	3.88
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 17.86	3.62
CEMENT MASON/CONCRETE FINISHER...	\$ 15.08	3.36
ELECTRICIAN (Low Voltage Wiring and Installation of Sound and Communication Systems).....	\$ 22.44	5.42
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems.....	\$ 22.78	5.27
FLOOR LAYER (Carpet, Vinyl and Resilient Flooring).....	\$ 20.00	0.00
FORM WORKER.....	\$ 12.20	0.49

INSULATOR (Batt, Blown and Foam)	\$ 17.67	0.14
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 20.00	0.35
LABORER: Common or General.....	\$ 11.39	0.00
LABORER: Flagger.....	\$ 13.44	0.00
LABORER: Landscape.....	\$ 12.19	0.00
LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 12.00	0.23
OPERATOR: Asphalt Spreader.....	\$ 16.53	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
OPERATOR: Roller.....	\$ 14.49	0.00
OPERATOR: Screed.....	\$ 14.17	0.00
PAINTER: Brush, Roller and Spray.....	\$ 16.00	1.62
ROOFER, Excludes Installation of Metal Roofs.....	\$ 10.49	0.64
SHEET METAL WORKER (Metal Roofs Installation)	\$ 21.75	0.00
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.69	12.30
TILE FINISHER.....	\$ 10.36	0.00
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 16.05	2.92
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION