



## Request for Proposals

RFP Item #25-155

**Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works)**

For Augusta, Georgia  
Engineering and Environmental Services Department

**RFP Due: Tuesday, June 24, 2025 @ 3:00 p.m.**

**Until further notice**

**All RFP openings, conferences, and evaluation meetings  
will be conducted by electronic teleconferencing via ZOOM.**

**Instructions are enclosed.**

***Sec. 1-10-50. Sealed bids selection method:***

***Bid acceptance and bid evaluation. Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.***

***To Ensure Timely Deliveries, It Is The Responsibility Of The Vendor To Ensure Their Bid Submittal Is Received By The Time Specified Above. All Submittals MUST Be Received During Our Normal Office Hours From 8:30 A.M. To 5:00 P.M., Monday Through Friday. No Deliveries Will Be Accepted Prior To 8:30 A.M. Or After 5:00 P.M., As The Building Is Closed To The Public And Delivery Services Outside Of These Hours.***

***One Original and Seven (7) Copies of RFP shall be submitted***

***Thanks for doing business with us . . .  
Darrell White, Interim Procurement Director  
535 Telfair Street, Room 605  
Augusta, Georgia 30901***



## Table of Contents

**Request for Proposal**

**Electronic Zoom Information**

**Instructions to Submit**

- Purpose
- Viewing of the Augusta Code
- Compliance with Laws
- Proposal for All or Part
- Minority/Women Business Enterprise (MWBE) Policy
- Augusta Georgia License Requirement
- Terms of Contract

**Notice to All Proponents**      **Required to be returned with your submittal. Both documents must be notarized**

- Attachment B **Must return the 2 pages**
- Systematic Alien Verification for Entitlements (SAVE) Program

**Trade Secret Status Affidavit**

**Minority and Women Owned Business Enterprise Program Ordinance Requirements**

**Request for Proposal Specifications**

**Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver**

**No Response Letter**

Revised 9/6/24

## Request for Proposals

Request for Proposals will be received at this office until **Tuesday, June 24, 2025 @ 3:00 p.m. via ZOOM Meeting ID: 864 8113 6513; Passcode: 25155** for furnishing:

**RFP Item #25-155 Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works) for Augusta, GA – Augusta Engineering and Environmental Services Department**

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

**Darrell White, Interim Director  
Augusta Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901**

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Proposal Conference will be held on Monday, June 9, 2025 @ 10:00 a.m. via ZOOM – Meeting ID: 811 6897 8148; Passcode: 25155.**

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, June 10, 2025 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No RFP may be withdrawn for a period of 90 days after RFPs have been opened, pending the execution of contract with the successful bidder(s).

**Request for proposals (RFP) and specifications.** An RFP shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions applicable to the procurement. **All specific requirements contained in the request for proposal including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Interim Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Interim Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFP number on the outside of the envelope.

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

**Correspondence must be submitted via mail, fax or email as follows:**

**Augusta Procurement Department  
Attn: Darrell White, Interim Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle May 15, 22, 29, 2025 and June 5, 2025  
Metro Courier May 8, 2025

cc Tameka Allen Administrator  
Hameed Malik Augusta Engineering and Environmental Services Department  
June Hamal Augusta Engineering and Environmental Services Department

Revised: 10/02/24

## PROCUREMENT DEPARTMENT

### ELECTRONIC ZOOM INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP Pre-Proposal Conferences and Openings to award quality contracts for Augusta. Proposers may participate in our Public RFP Pre-Proposal Conferences and Openings via webcast or teleconference by following the instructions outlined below:

### ELECTRONIC RFP INSTRUCTIONS

*Join from a PC, Mac, iPad, iPhone, or Android device*

***Pre-Proposal Conference: RFP Item #25-155***

***Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works) for Augusta, GA - Augusta Engineering and Environmental Services Department***

***Monday, June 9, 2025 @ 10:00 a.m.***

**ZOOM RFP Opening:**

1. Go to <https://zoom.us/join> and enter meeting ID: 811 6897 8148
2. Passcode: 25155
3. Teleconference: Telephone number: 646 876 9923

***RFP Opening - RFP Item #25-155***

***Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works) for Augusta, GA - Augusta Engineering and Environmental Services Department***

***Tuesday, June 24, 2025 @ 3:00 p.m.***

**ZOOM RFP Opening:**

4. Go to <https://zoom.us/join> and enter meeting ID: 864 8113 6513
5. Passcode: 25155
6. Teleconference: Telephone number: 646 876 9923

**OFFICIAL RFP RESULTS will Post within 5 Days**

**For Assistance: Please Contact the Bid and Contract Team at (706) 821-2422**

## INSTRUCTIONS TO SUBMIT

### INSTRUCTIONS TO SUBMIT

- 1.1 **Purpose:** The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All proposals are governed by the Augusta, Georgia Code.
- 1.2 **Viewing the Augusta Code:** All proposals are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/index.aspx?NID=685> **Guidelines & Procedures.**
- 1.3 **Compliance with laws:** The Proponent shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances and rules during the performance of any contract between the Proponent and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Proponent and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
- 1.4 **Proposal's For All Or Part:** Unless otherwise specified by Augusta, Georgia or by the proponent, **AUGUSTA, GEORGIA RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF AUGUSTA, GEORGIA.** Proponent may restrict his proposal to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
- 1.5 **All protest shall be made in writing to:**
- Attn: Darrell White,**  
**Interim Procurement Director**  
**535 Telfair Street, Room 605**  
**Augusta, GA 30901,**  
**Fax: 706-821-2811 or**  
**Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**
- 1.6 **Minority/Women Business Enterprise (MWBE) Policy:** *Court Order Enjoining Race-Based Portion of DBE Program Augusta, Georgia does not have a race or gender conscious Disadvantaged Business Enterprises (DBE) program for projects having Augusta, Georgia as the source of funding. Augusta does enforce mandatory DBE requirements of federal and state agencies on contracts funded by such agencies and has a DBE Program to comply with U.S. Department of Transportation (DOT), Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and other federal and state mandated DBE requirements for certain DOT, FTA, FAA, and other federal and state assisted contracts as required by 49 C.F.R. Part 26, et. seq. and/or 49 C.F.R. Part 23, et. seq. This DBE program is only for DOT, FTA and FAA assisted contracts and other federal or state funded contracts having mandatory DBE requirements. (See Article 13 of the Augusta, GA. Code.)*
- Augusta, Georgia prohibits any language in any solicitation, bid or contract that is inconsistent with the July 21, 2011, Court Order in the case, Thompson Wrecking, Inc. v. Augusta Georgia, civil action No. 1:07-CV-019. Any such language appearing in any Augusta, Georgia solicitation, bid or contract is void and unenforceable.*
- A copy of this Order can be reviewed at [www.augustaga.gov](http://www.augustaga.gov) home page.*
- 1.7 **Augusta, Georgia License Requirement:** For further information contact the License and Inspection Department @ 706 312-5050.
- General Contractors License Number:** If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.
- Utility Contractor License Number:** If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
- 1.8 **Terms of Contract:** (Check where applicable)  
 (A) Annual Contract  
 (B) One time Purchase.  
 (C) Other

Revised 10/02/2024



## NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

### PLEASE READ CAREFULLY:

**Attachment B is a consolidated document consisting of:**

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFPs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. **PLEASE NOTE GEORGIA LAW CHANGE: E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

**WARNING:** Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements. Vendors are cautioned that acquisition of proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources places the proposer at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses requirements prior to submitting a proposal.

Rev. 04/09/21



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department
ATTN: Procurement Director
535 Telfair Street, Suite 605
Augusta, Georgia 30901

Name of Proponent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Do You Have A Business License? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Augusta, GA Business License # for your Company (Must Provide): \_\_\_\_\_

And/or Your State/Local Business License # for your Company (Must Provide): \_\_\_\_\_

Utility Contractors License # (Must Provide if applicable): \_\_\_\_\_ MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): \_\_\_\_\_

Additional Specialty License # (Must Provide if applicable): \_\_\_\_\_

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: \_\_\_\_\_

Acknowledgement of Addenda: (#1) \_\_\_\_: (#2) \_\_\_\_: (#3) \_\_\_\_: (#4) \_\_\_\_: (#5) \_\_\_\_: (#6) \_\_\_\_: (#7) \_\_\_\_: (#8) \_\_\_\_:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Rev. 4/09/21

**Conflict of Interest**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the 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(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

Federal Work Authorization User Identification Number: **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00** Date of Authorization

**\*\* (E-Verify Number)** \_\_\_\_\_

\_\_\_\_\_  
**Name of Contractor** **Name of Project / RFP Number**

**AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT**

**Name of Public Employer**

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
**Signature of Authorized Officer or Agent** **Printed Name and Title of Authorized Officer or Agent**

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_**

\_\_\_\_\_  
**Notary Public** **My Commission Expires:** \_\_\_\_\_ **NOTARY SEAL**

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.**



You Must Complete and Return with Your Submittal. Document Must Be Notarized

### Systematic Alien Verification for Entitlements (SAVE) Program

**Affidavit Verifying Status for Augusta, Georgia Benefit Application** By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

\_\_\_\_\_ [RFP Project Number and Project Name]

\_\_\_\_\_ [Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

\_\_\_\_\_ [Print/Type: Name of business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires: \_\_\_\_\_ **NOTARY SEAL**

**Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL**  
REV. 2/17/2016



**TRADE SECRET STATUS AFFIDAVIT  
Augusta, Georgia**

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*]"

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with \_\_\_\_\_ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor \_\_\_\_\_ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

\_\_\_\_\_  
[Signatory Name in Print] [Signatory's Title] [Company Name]

\_\_\_\_\_  
[Signatory's Title] Date: \_\_\_\_\_

**SUBSCRIBED AND SWORN BEFORE  
ME ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 202\_.**

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

**Return form only if applicable. If form is not returned with your submittal, it will be deemed there are no trade secrets in your package submittal.**

Revised 11/27/2024

**Minority and Women Owned Business Enterprise Program Ordinance Requirements**

**Notice To All Bidders (PLEASE READ CAREFULLY)**

**Shall apply to ALL Bids regardless of the dollar amount**

In accordance with the Commission Action on 7/25/24 and the adoption of Ordinance No. 7945 Chapter 10C of the AUGUSTA, GA, CODE, Contractors agree to collect and maintain all records necessary to Augusta, Georgia to evaluate the effectiveness of its Minority and Women Owned Business Enterprise Program and to make such records available to Augusta, Georgia upon request. The requirements of the Minority and Women Owned Business Enterprise Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA, CODE, Contractors shall report to Augusta, Georgia the total dollars paid to each subcontractor, vendor, or other business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors, if any as required by Augusta, Georgia. Such utilization reports shall be in the format specified by the Director of Compliance and shall be submitted at such times as required by Augusta, Georgia. Required forms can be found at [www.augustaga.gov](http://www.augustaga.gov). If you need assistance completing a form or filing information, please contact the M/WBE Program office at (706) 821-2406. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including, but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

**SHALL APPLY TO PROJECTS IN EXCESS OF \$300,000**

**Minority and Women Owned Business Enterprise Program (Continued)**

**Sec. 1-10-138. Race and Gender-Conscious Efforts**

**Contract-by-Contract Subcontractor Goals** The City, through the Goal Setting Committee (GSC), will set specific, separate percentage-based MBE and WBE subcontracting goals on a contract-by contract basis for Prime contracts in Construction, Architecture & Engineering, Professional Services, and Other Services valued in excess of \$300,000. The City shall establish such goals based upon the type of contract, the type of subcontracting work that will be required, and the availability of M/WBE firms to perform the work for that specific contract.

The GSC shall not establish subcontracting goals on contracts where (a) there are no subcontracting opportunities identified for the contract; or (b) there are not at least three (3) MBE and/or WBE firms that are available and capable to perform a CUF for the overall subcontracting opportunities on the contract.

**Good Faith Efforts (GFE) Requirements and Guidance**

1. Achievement of subcontracting goals or documentation of Good Faith Efforts applies to every Contract for which such goals are established. **The Bidder shall submit a compliance plan detailing its achievement of the goals or its Good Faith**

**Efforts to meet the goals. The compliance plan shall be due at the time set out in the solicitation documents.**

2. When a Bidder cannot achieve the goals, its compliance plan shall document its GFE to achieve the goals. The Director of Compliance will determine whether the Bidder has made such GFE.

**Bid Documents**

All bid documents shall require bidders or proponents submit with their bid the following written documents, statements, or forms, which shall be made available by the Procurement Department.

- Proposed Letter of Intent MBE/WBE.
- Proposed MBE/WBE Utilization Plan.
- Documentation of Good Faith Efforts Form (*in the event the bidder will not meet the MBE and WBE goals*).

**Failure to submit the above documentation shall result in the bid being declared non-responsive.**

**Sec. 1-10-154. Exceptions**

In accordance with § 1-10-8, on federally funded projects or contracts, the M/WBE Program shall only be utilized when authorized by the applicable federal (and/or Georgia) laws, regulations, and conditions relating to that project or contract. To the extent that there are any conflicts between any such laws, regulations, or conditions and the provisions of the M/WBE Program, the federal (and/or Georgia) guidance shall control.

**NOTE: All forms should be submitted in a separate, sealed envelope, labeled M/WBE Forms, Company's Name & Bud number**

**For questions and or additional information, please contact:**

Minority-Owned and Women-Owned Business Enterprise Program  
535 Telfair Street, Suite 530  
Augusta, Georgia 30901  
(706) 821-2406  
[mwbe@augustaga.gov](mailto:mwbe@augustaga.gov)

Website: <https://www.augustaga.gov/83/Disadvantaged-Business-Enterprise>

REV. 9/6/24

## SECTION 1 SCOPE OF SERVICES

### I. PROBLEM STATEMENT:

The Augusta Engineering Department (AED) is currently requesting proposals to provide repair and construction services for sidewalks, curb and gutter, concrete medians, emergency repair of infrastructure, and stormwater structures. Cleaning stormwater structures, weed removal, and weed growth prevention in concrete medians, curb and gutters, and sidewalks, and improving the aesthetics of existing concrete structures are also a part of the services. The need for professional expertise and highly skilled workers to deal with issues on public property within the County has grown significantly. The areas where service is to be performed include County right-of-ways, and selected Georgia Department of Transportation (GDOT) right-of-ways.

**The contract will be on an as needed basis for a period of two (2) years with an option to renew on a year to year basis for three additional years. Augusta reserves the right to choose more than one respondent for the award of this agreement.**

All work shall be considered complete and in place, and no additional compensation shall be granted. All of the work required to provide a complete and operational system shall be considered to be included in the listed tasks and no compensation shall be granted for additional items. Compensation for any item of work required by this contract document but not specifically described in any bid item shall be included in the bid item most clearly related to said item of work.

In case of a discrepancy between the unit price and total set forth for the item, the unit price shall prevail and the total for the item, and therefore the "TOTAL BASE FEE PROPOSAL" amount shall be adjusted accordingly. **The Project will be awarded by negotiated fee. Base year fee and firm resources will be used determining responsible qualified bidder. Augusta, may choose more than one proposer for this work."**

**Augusta, GA may consider selecting up to seven (7) qualified contractors from the submitted proposals and contract award will be based on negotiated unit prices. However, subject to the qualifications of the proposals submitted, the selection may be more or less than seven (7).**

**Unit Prices proposed for this contract may be reviewed annually by the Contractor and the Augusta Engineering Department; and rate adjustment may be requested in writing with detailed justification.**

### II. MINIMUM REQUIREMENTS:

The minimum requirements to successfully meet the RFP needs are to include, but not limited to the following:

1. Completion of the proposal.
2. **Contractor's financial capability, responsibility and resources.** The proposer/proposal should provide such financial data as the contractor demonstrating the ability to perform the services hereunder and to disclose regarding its current or past business ventures. Such financial data may be in the form of audited or unaudited financial statements, income statements, balance sheets or current Dun & Bradstreet summary.
3. **Contractor's reputation and character.** Please provide the names, addresses and telephone numbers for **three business references.**

4. Any other factors the Evaluation Committee deems relevant, including, but not limited to:
  - a) The ability, capacity, and skill of the contractor to perform the contract or provide the services required;
  - b) The capability of the contractor to perform the contract or provide the service promptly or within the time specified, without delay or interference;
  - c) The character, integrity, reputation, judgment, experience, and efficiency of the contractor;
  - d) The quality of performance on previous contracts;
  - e) The previous and existing compliance by the contractor with laws and ordinances relating to the contract or services;
  - f) The sufficiency of the financial resources of the contractor relating to his ability to perform the contract; and
  - g) The quality, availability, and adaptability of the supplies or services to the particular use required.
5. Augusta may, during the evaluation process, request from any contractor additional information, which Augusta deems necessary to determine the contractor's ability to perform the required services. If such information is requested, the contractor may be permitted up to five (5) working days to submit the information requested.
6. Augusta may also request clarification from a contractor on any item. Augusta reserves the right to select the Proposal which in its sole judgment best meets the needs of Augusta.
7. All contractors responding to this RFP will be notified of their selection or non-selection in writing after the Evaluation Committee has completed the selection process.
8. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to any Commissioner or employee, shall be disqualified from the selection process.
9. **Solicitation Caveat:** The issuance of this solicitation does not constitute an award commitment on the part of Augusta, and Augusta shall not pay for costs incurred in the preparation or submission of Proposals. Augusta reserves the right to reject any or all proposals or portions thereof if Augusta determines that it is in their best interest to do so.
10. Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the contractor, by the sole discretion of Augusta. Augusta may waive any deviation in a proposal. Augusta's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful Proponent from full compliance with any resultant agreement requirements or obligations.
11. **Time:** Time is of the essence.
12. **Form of Agreement:** No agreement with Augusta is in effect until a contract has been signed by both parties. A contract will be drafted after the selection of a contractor which shall incorporate the proposal documents submitted and such additional terms and conditions

as negotiated between the parties. Such agreement shall also contain Augusta's required contract terms and conditions.

**13. Statutes and Rules:** The terms and conditions of this RFP, and the contract signed by the successful contractor, shall conform to all applicable statutes, rules and regulations of the federal government, the State of Georgia and Augusta.

**14. Price and/or fees shall not be the driving factor in the evaluation of this award.** The Interim Procurement Director shall take into account the estimated value, the scope, the complexity and the professional nature of the services to be rendered.

### **III. RESPONSE CONTENT**

To provide a degree of consistency in review of the written proposals, companies are requested to prepare their proposals in the standard format specified below. **The overall submittal shall not surpass thirty-five (35) pages.** Your response should follow the general format listed below. The Proposer will submit **one (1) marked unbound original and seven (7) copies of their RFP and one (1) copy of your fee proposal.** All proposals shall be 8 ½ x 11 formatted with all standard text fonts no smaller than 12 points.

#### **SECTION CONTENTS**

**1. TITLE PAGE:**

Proposer should identify the RFP subject, name, and title of contact person, address, telephone number, fax number, email address, and date of submission.

**2. TRANSMITTAL LETTER:**

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the services to be performed.
- b. The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

**3. TABLE OF CONTENTS:**

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

**4. PROCUREMENT DOCUMENTS:**

All documents required under the Augusta Procurement regulations and procedures, properly executed, and notarized as required. The notary seal shall be visible on the original AND all copies.

**5. QUALIFICATIONS & EXPERIENCE OF THE FIRM**

Describe firm experience, capabilities and other qualifications for this project. Describe how the project will be organized and managed. Include the anticipated use of subcontractors or vendors. Describe the resources necessary to accomplish the purpose of the project.

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.

### **Team Member Qualifications:**

Project team and the team member's individual qualifications. Identify individuals and subconsultants who will complete this work, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

### **Subconsultants/subcontractor(s)**

Submit all required information for any subconsultants/subcontractor(s) that will be used to perform any part of the requested services. Subconsultants/Subcontractors will also be evaluated using the listed criteria in that order of importance

## **6. ORGANIZATION & APPROACH**

Describe how the project will be organized and managed. Include the anticipated use of subcontractors or vendors. Include general information on your organization and management process to include the following: line of authority, who will have overall responsibility for implementation of the project, who will be responsible for ongoing support. The proposal should state who would perform specialized services that may be needed.

This information should include all persons the firm proposes to engage in the task, their professional experience and licensing status. Individuals designated as primary responsible parties shall be clearly identified as such. Include an organizational chart indicating the level of professional seniority of each member.

Current workload and staffing availability to perform Augusta Engineering Department work. Also indicate staffing availability to work on proposed project.

## **7. SCOPE OF SERVICES**

Experience and approach to the specifications for Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning and Other Concrete Works to include the following:

- a. Concrete work
- b. Storm Drainage work
- c. Street Lightning replacement and Installation
- d. Other routine Maintenance work.

## **8. SCHEDULE OF WORK**

Current work load and staffing availability to perform Augusta Engineering Department work.

## **9. FINANCIAL STABILITY**

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

**NOTE: Financial Stability is part of the evaluation criteria. Failure to include the requested information will impact your evaluation score. You may mark the information as confidential.**

**Agency/Firm or any current employee within the agency shall not have been named as defendant in any current litigation with any past or present client.**

## 10. REFERENCES

All proposers shall include the name, address, e-mail, fax, and telephone numbers of at least three (3) clients for whom projects similar in size and scope have been completed. Contact information should be current.

## 11. FEE PROPOSAL

Fee proposal is to be submitted on the fee proposal form. Attach additional sheets as required for any additional details.

**Fee Proposal must be in a separate envelope and labeled "Fee Proposal" on the outside of the package to clearly indicate that it is in response to RFP 25-155 Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works).**

## IV. PROPOSAL REQUIREMENTS

**The Proposer will submit one (1) marked unbound original and seven (7) copies of their RFP and one (1) copy of your fee proposal.** All proposals shall be 8 ½ x 11 format with all standard text fonts no smaller than 12 points. **The proposal shall be no more than thirty-five (35) pages** in length, excluding cover letter, required forms, tabs, and appendices. The original will use one-sided copying and be bound by binder clip or some other non-permanent form of binding. Each of the seven (7) copies of the proposal shall be one sided copies and shall be spiral bound or bound with some other secure and permanent form of binding. Failure to follow the required format may result in your organization's proposal being rejected as nonresponsive to this process and ARC may exercise that right at its sole discretion. The successful proposal will have at a minimum the following features:

- The proposal shall be no more than thirty-five (35) pages in length, excluding cover letter, required forms, tabs, and appendices.
- If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
- Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP.
- The firms shall provide a **FEE PROPOSAL** that includes all items that are required to provide the services requested. No additional expenses will be paid by Augusta, Georgia in association with the execution of this project outside of the agreed upon fee proposal.
- **Fee Proposal must be in a separate envelope and labeled "Fee Proposal" on the outside of the package to clearly indicate that it is in response to RFP 25-155 Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works).**
- When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.
- **INDEMNIFICATION AND INSURANCE:** The offeror shall carry general liability insurance coverage in the amount of One Million Dollars (\$1,000,000). This policy shall cover the firm and all its employees and agents, and shall indemnify and hold harmless Augusta, Georgia and their representatives and employees, from any claim, demands, actions, and cause for actions arising from any act or non-act or the commission or omission of any act while under the terms of the contract. **See Appendix A**
- **Each proposal will be evaluated using the following criteria of evaluation.**



**V. CRITERIA FOR EVALUATION**

**RFP – Evaluation/Scoring Guidelines**

**Evaluation Process**

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the proposal requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia’s requirements as set forth in this RFP. If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. **The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.**

**Evaluation Criteria**

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero-to-five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP. 0% of the available points assigned to the category. Does not have minimum qualifications/availability.
2	Marginal	Has a reasonable probability of success, however, some objectives may not be met. 25% of the available points assigned to the category. Meets minimum qualifications/availability but one or major considerations are not address or is lacking in some essential aspects.
3	Adequate	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members. 50% of the available points assigned to the category. Meets minimum qualifications/availability and generally capable of performing work.
4	Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations. 75% of the available points assigned to the category. More than meets minimum qualifications/availability and exceeds some aspects.
5	Excellent	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. 100% of the available points assigned to the category. Fully meets qualifications/availability and exceeds in several or all areas.

**1. Completeness of Response (Pass/Fail)**

- a. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

**2. Qualifications & Experience (10 points)**

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirements for federal, state and local services.

**3. Organization & Approach (10 points)**

- a. Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b. Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project/service team.
  - ii. Some or all of team members have previously worked together on similar project/service(s).
  - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c. Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
  - ii. Team successfully addresses all requirements of this RFP.
  - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d. Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
  - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e. Working Relationship with Augusta, Georgia
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

**4. Scope of Services to be Provided (30 points)**

Experience and approach to the specifications for Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning and Other Concrete Works to include the following:

- a. Concrete work
- b. Storm Drainage work
- c. Street Lightning replacement and Installation
- d. Other routine Maintenance work.

**5. Schedule of Work (5 points)**

Current work load and staffing availability to perform Augusta Engineering Department work.

**6. References (10 points)**

- a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

**7. Proximity to Area (Maximum value of 10 points\*weighted value of 5)**

- a. Within Richmond County 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 point

**8. Presentation by Team (10 points) (Optional)**

- a. Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

**9. Q&A Response to Panel Questions (5 points) (Optional)**

- a. Proposer provides responses to various interview panel questions.

**10. Cost/Fee Proposal (Maximum value of 10 points\*weighted value of 5)**

**Enclosed in a separate sealed envelope.** Will NOT be disclosed in any part of the RFP

- a. Lowest Fee 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1

<b>Phase 1</b>				
<b>No.</b>	<b>Evaluation Criteria</b>	<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating Weight) *</b>
1	Completeness of Response <ul style="list-style-type: none"> <li>• Package submitted by the deadline</li> <li>• Package is complete (includes requested information as required per this solicitation)</li> <li>• Attachment B is complete, signed and notarized</li> </ul>	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		<b>10</b>	
3	Organization & Approach		<b>10</b>	
4	Scope of Services Experience and approach to the specifications for Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning and Other Concrete Works to include the following: a. Concrete work b. Storm Drainage work c. Street Lightning replacement and Installation d. Other routine Maintenance work.		<b>30</b>	
5	Schedule of Work		<b>5</b>	
6	References		<b>10</b>	
7	Proximity to Area (Weighted Value *5) Within Richmond County                                   10 points Within CSRA   6 points Within Georgia   4 points Within SE United States (includes AL, TN, NC, SC, FL) 2 points All others   1 points		<b>10</b>	
<b>Phase 2 (Optional Numbers 8 and 9) Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)</b>		<b>Rating (0-5)</b>	<b>Weight</b>	<b>Score (Rating Weight) *</b>
8	Presentation by Team		<b>10</b>	
9	Q&A Response to Panel Questions		<b>5</b>	
10	<b>Cost/Fee Proposal Consideration (weighted Value *5)</b> a. Lowest Fee                                   10 b. Second   6 c. Third   4 d. Fourth   2 e. Fifth   1		<b>10</b>	
<b>Total:</b>			<b>100</b>	

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

## **VI. SELECTION CRITERIA**

### **SELECTION PROCESS:**

Using the proposal information presented by the firms in their proposal, the selection committee will first rank the firms based upon qualifications. Fee proposals will then be opened and evaluated as part of the complete evaluation process. Some firms may then be requested to make presentations to the Selection Committee and field any questions they might have.

The Procurement Department will examine your proposal to ascertain that all required documents are included, properly executed and in the correct quantity. Failure to meet these criteria WILL result in your proposal being declared non-compliant and thus ineligible for further consideration.

A Selection Committee will review all proposals submitted in response to this RFP. Based upon the background information reported in the response, the Committee will determine whether the proposer is qualified or unqualified.

Using the proposals and the selection criteria, the Committee will rank the firms based upon the quality and content included in their proposal as well as a demonstrated understanding of the project and Augusta's requirements. Depending upon the number of responses received, Augusta may request select firms to make presentations to the Selection Committee and field any questions they might have to clarify their proposal and provide additional information.

### **EVALUATION PROCESS**

A Selection Committee will review all proposals submitted in response to this RFP. The selection committee will rank the firms based upon cost as well as the quality and content of their proposal.

Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked based on points awarded by an evaluation committee. A description of the factors which will be analyzed, and the relative weight accorded is included in the specifications. Augusta will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.

#### **Phase One Criteria (Identify short listed offerors only)**

The Interim Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by the Interim Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

**The intent of Augusta, GA is to consider selecting up to seven (7) qualified contractors from the submitted proposals and contract award will be based on negotiated unit prices. However, subject to the qualifications of the proposals submitted, the selection may be more or less than seven (7).**

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your

proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

**Phase Two Criteria (if deemed necessary)**

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

*Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Any or all of the firm(s) may be requested to expand on their response and/or make a formal presentation. **When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional fee information and to request a "Best and Final" offer.**

**PRICE PROPOSALS**

**The firms shall provide a proposal that includes all request fields of the FEE PROPOSAL that are required to provide the services requested. No additional expenses will be paid by Augusta in association with the execution of this project outside of the agreed upon fee proposal.**

**The Project will be awarded by negotiated fee. Base year fee and firm resources will be used determining responsible qualified bidder. Augusta, may choose more than one proposer for this work.**

Price is not the driving factor of this award and shall be considered as follows: In making this decision, the Using Agency and the Interim Procurement Director shall consider the estimated value, the scope, the complexity, and the professional nature of the services to be rendered. Should the Using Agency and the Interim Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Interim Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Interim Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated, and the Using Agency and the Interim Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Interim Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency, and the Interim Procurement Director and the using agency may select from the additional offerors that were not shortlisted in order of their responsibility and responsiveness and the Using Agency, and the Interim Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked. The names of the respondents will be identified at the proposal opening; however, no proposal will be handled to permit disclosure of the detailed contents of the responses until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

While cost is not the driving factor, the committee will also review qualifications and past performance. ***Final negotiations and letting the contract.*** The Committee shall rank the technical proposals, open, and consider the pricing proposal. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

#### **FINAL SELECTIONS**

The Evaluation Committee will present their recommendation to the appropriate oversight committee for review and recommendation. The Augusta Board of Commissioners will make the final decision. When in the best interest of the Augusta, Georgia, Augusta reserves the right to request additional information and to request a “Best and Final” offer.

**Price shall be submitted in a separate sealed envelope with the following information on the outside of it: RFP 25-155 Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works) - Fee Proposal**

## Appendix A

### Insurance Requirements:

1. Contractor shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with the County evidence of a policy or policies of insurance as enumerated below.
2. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000.
3. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000.
4. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
  - a. Worker's Compensation – Statutory coverage
  - b. Employer's Liability - \$1,000,000
5. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
6. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made from coverage shall be maintained by the Contractor for a minimum of two years following the expiration or earlier termination of this Contract and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.
  - a. Additional Insured and Primary Insurance Provisions:

Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County. In addition, Contractor's insurance shall be primary as respects the County, and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.
  - b. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:
    - i. A copy of the policies declarations pages, showing the Insuring Company, policy effective dates limits of liability and the Schedule of Forms and Endorsements.
    - ii. A copy of the endorsement naming the County as an Additional Insured showing the policy number and signed by an authorized representative of the insurance company for Commercial General Liability and Worker's Compensation.
    - iii. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated reduced or otherwise materially changed without providing at lease forty-five (45) days prior written notice to the County.

- c. Policy Rating: All policies shall be subject to approval by the County Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus lines broker), form and coverage, and primary to all other insurance.
  - d. Self-Insurance: Should Contractor be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the County as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.
  - e. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
7. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

### **Indemnity**

The contractor(s) shall defend, indemnify and save harmless the County and the County's officers, employees and agents from any and every claim and risk, and from all losses, damages demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses") and account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the County or the County's agents and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting there from, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or employees or agents, upon or in proximity to the property of the County or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of the County.

# Minority and Woman Owned Business Enterprise Program (M/WBE) Goal Waiver

The Minority and Woman Owned Business Enterprise Program (M/WBE) provides for goals to be set for Minorities and Women on all applicable Augusta, Georgia procurements over \$300,000 in value.

After careful review of the specific work categories available on this procurement and a review of the MBE and WBE firms available to perform a CUF on this procurement, the Goal Setting Committee has determined that neither a MBE nor WBE goal could be placed on this procurement. **As such, the M/WBE Waiver applies** and therefore, the M/WBE goal for this procurement is:

0 %

As a result of the M/WBE Goal on this procurement being ZERO, no M/WBE goal documents are required as a part of the procurement process. However, even when a solicitation does not contain a M/WBE goal (or the goal is set at zero), each Bidder must negotiate in good faith with each minority and woman owned business that responds to the Bidder's solicitation and each minority and woman owned business that contacts the Bidder on its own accord. All successful bidders are required to collect and maintain all records necessary for Augusta to evaluate the effectiveness of its M/WBE Program.

# NO RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP #25-155	Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lightning, and Other Concrete Works)	Due: Tuesday, June 24, 2025 @ 3:00 p.m.
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To: **Augusta, Georgia - Procurement Department**

This is to certify that \_\_\_\_\_, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

- Unavailability of required resources
- Prior commitments
- Inadequate anticipated funding Level
- Project Duration
- Potential conflict of interest
- Duplication of ongoing effort
- Other (please explain)

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**Authorized Representative:**

Name:

---

Title:

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Signature:

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Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_



**Augusta Infrastructure Routine Maintenance  
(Strom Drainage, Sidewalks, Street Lightning and Other Concrete Works)**

**TABLE OF CONTENTS**

<b><u>SECTION</u></b>
-----------------------

- 2. INSTRUCTION TO BIDDERS**
- 3. GEORGIA PROMPT PAY**
- 4. FEE PROPOSAL**
- 5. AGREEMENT**
- 6. GENERAL CONDITIONS**
- 7. GDOT SPECIAL PROVISIONS TRAFFIC CONTROL**
- 8. SPECIAL PROVISION - FEDERAL**

## SECTION 2: INSTRUCTION TO BIDDERS

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### INSTRUCTION TO BIDDERS

#### **IB-01**        **GENERAL**

All proposals must be presented in a sealed envelope, addressed to the Owner. The proposal must be filed with the Owner on or before the time stated in the invitation for bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn after bid closing and for a period of sixty (60) days after bids have been awarded, pending the execution of contract with the successful bidder.

#### **IB-02**        **EXAMINATION OF WORK**

**Pre-Proposal Conference will be held on Monday, June 9, 2025 @ 10:00 a.m. via ZOOM – Meeting ID: 811 6897 8148; Passcode: 25155.**

Each proposer shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the contract. No oral agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.

#### **IB-03**        **ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of plans, specifications or other pre-proposal documents will be made to any proposer orally.

Every request for such interpretation must be submitted in writing by fax to (706) 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, June 10, 2025 @ 5:00 p.m. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent to the Augusta, GA. The Purchasing Director shall send by certified mail with return receipt requested to all prospective proposers (at the respective addresses furnished for such purposes), no later than five

**(5) days** prior to the date fixed for the opening of proposals. Failure of any proposer to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

**IB-04            PREPARATION OF BIDS**

Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid forms should be initialed by the person signing the bid.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words “no bid” where appropriate.

Alternative bids will not be considered unless specifically called for.

Telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the Invitation for Bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

Bids by wholly owned proprietorships or partnerships will be signed by all owners. Bids of corporations will be signed by an officer of the firm and his signature attested by the secretary thereof who will affix the corporate seal to the proposal.

NOTE: A 10% Bid Bond is required in all cases.

**IB-05            BASIS OF AWARD**

The bids will be compared on the basis of unit prices, as extended, which will include and cover the furnishing of all material and the performance of all labor requisite or proper, and completing of all the work called for under the accompanying contract, and in the manner set forth and described in the specifications.

Where estimated, quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations,

they are not guaranteed. It is the responsibility of the Contractor to check all items of construction. In case of error in extension of prices in a proposal, unit bid prices shall govern.

Payment to CONTRACTOR will be made only for actual quantities of Work performed or materials furnished in accordance with Contract and it is understood that quantities may be increased or decreased as provided in Section 23 of Special Conditions.

**IB-06            BIDDER'S QUALIFICATIONS**

No proposal will be received from any proposer unless he can present satisfactory evidence that he is skilled in work of a similar nature to that covered by the contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. **He shall submit with his proposal a FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENT, giving reliable information as to working capital available, plant equipment, and his experience and general qualifications.** The owner may make such investigations as are deemed necessary to determine the ability of the proposer to perform the work and the proposer shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any proposal if the evidence submitted by the proposer or investigation of him fails to satisfy the Owner that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of the names and addresses of not less than five (5) firms or corporations for which the proposer has done similar work.

**IB-07            PERFORMANCE and PAYMENT BOND**

At the time of entering into the contract, the Contractor shall give bond to the owner for the use of the owner and all persons doing work or furnishing skill, tools, machinery or materials under or for the purpose of such contract, conditional for the payment as they become due, of all just claims for such work, tools, machinery, skill and terms, for saving the owner harmless from all cost and charges that may accrue on account of the owner performing the work specified, and for compliance with the laws pertaining thereto.

When performance and/or payment bonds are required, each shall be issued in an amount equal to the Contract Amount as security for the faithful performance and/or payment of all Contractor's obligations under the Contract Documents. Performance and payment bonds shall be issued by a solvent corporate surety authorized to do business in the State of Georgia, and shall meet any other requirements established by law or by OWNER pursuant to applicable law.

Attorneys-in-fact who sign bonds must file with each copy thereof, a certified and effectively dated copy of the power of attorney.

**IB-08            REJECTION OF BIDS**

These proposals are asked for in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however to waive any informalities in bidding, to reject any and all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

Bid may be rejected if any of the Unit Prices are obviously unbalanced. The Owner will decide whether any Unit Prices are unbalanced either excessively above or below a reasonable cost analysis value determined by the Engineer, particularly if these unbalanced amounts are substantial and contrary to the interest of the Owner.

Bid may be rejected as irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, erasures or changes not initialed, or other irregularities.

## **SECTION 3: GEORGIA PROMPT PAY ACT**

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### **GEORGIA PROMPT PAY ACT**

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

#### **NOTICE**

All references in this document, which includes all papers, writings, drawings, plans or photographs to be used in connection with this document, to "Richmond County Board of Commissioners" shall be deemed to mean "Augusta Richmond County Commission-Council and all references to "Chairman" shall be deemed to mean "Mayor".

#### **DISPOSALS**

Prior to any material from this project being wasted or otherwise disposed of outside the project limits the Contractor shall furnish the Engineer a copy of written permission, signed by the property owner (or his authorized agent) describing the estimated amount and type of material to be placed on said property. If any portland cement concrete, asphaltic concrete, wood or other such materials are to be wasted on the property, a copy of the owner's inert landfill permit, issued by the Environmental Protection Division shall be furnished to the Engineer prior to any such waste being removed from the project.

In all cases, regardless of the material being wasted, a grading permit issued by Augusta Richmond County must be furnished to the Engineer.

**SECTION 4: FEE PROPOSAL (Submit in a separately sealed envelope)**

---

Date: \_\_\_\_\_

Gentlemen:

In compliance with your invitation for bids dated \_\_\_\_\_, 2025, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the Augusta Infrastructure Routine Maintenance (Storm Drainage, Sidewalks, Street Lighting and Concrete Works) referred to here as:

**RFP 25-155 Augusta Infrastructure Routine Maintenance**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

\_\_\_\_\_  
\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_)

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the insurance and guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work at the request of Augusta Engineering Department (AED) and according to AED approved work schedule.

The undersigned acknowledges receipt of the following addenda:

---

Addendum Number:	Addendum Date:
_____	_____
_____	_____

Respectfully submitted:

\_\_\_\_\_  
(Name of the Firm)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 4 Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it:  
RFP 21-155 – Augusta Infrastructure Routine Maintenance**

# **BID PROPOSAL**

The Price include the furnishing of all labor, material, grading, and mob/demobilization traffic control for the construction complete in place.

\*\* Estimated Quantity is for bidding purposes; Actual quantity will vary

No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price
<b>A</b>		<b>General - Concrete</b>				
1		Remove and Dispose of Existing Concrete Pavement	250	SY		
2		Remove and Dispose of Existing Asphalt Pavement	250	SY		
3		Remove and Dispose of Existing 6IN Concrete Curb and Gutter	150	LF		
4		Remove and Dispose of Existing 6IN Concrete Flatwork	100	SY		
5		Remove and Dispose of Existing 8IN Concrete Flatwork	50	SY		
6		Adjust Existing Manhole/Structure to New Finished Grade	20	EA		
7		Driveway Concrete, 6IN	≤50	SY		
8		Driveway Concrete, 6IN	>50-60	SY		
9		Driveway Concrete, 6IN	>60	SY		
10		Concrete Sidewalk, 4IN	≤30	SY		
11		Concrete Sidewalk, 4IN	>30-60	SY		
12		Concrete Sidewalk, 4IN	>60	SY		
13		Concrete Sidewalk, 6IN	≤30	SY		
14		Concrete Sidewalk, 6IN	>30-60	SY		
15		Concrete Sidewalk, 6IN	>60	SY		
16		Concrete Sidewalk, 8IN	≤30	SY		

No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price
17		Concrete Sidewalk, 8IN	>30-60	SY		
18		Concrete Sidewalk, 8IN	>60	SY		
19		Concrete Curb&Gutter, 6INx24IN (includes associated roadbase)	≤12	LF		
20		Concrete Curb&Gutter, 6INx24IN (includes associated roadbase)	>12-25	LF		
21		Concrete Curb&Gutter, 6INx24IN (includes associated roadbase)	>25	LF		
22		Concrete Curb&Gutter, 6INx30IN (includes associated roadbase)	≤15	LF		
23		Concrete Curb&Gutter, 6INx30IN (includes associated roadbase)	>15-30	LF		
24		Concrete Curb&Gutter, 6INx30IN (includes associated roadbase)	>30	LF		
25		Concrete Median, 8IN	≤50	SY		
26		Concrete Median, 8IN	>50-100	SY		
<b>A - SUBTOTAL=</b>						

No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price
<b>B OFF ROAD STORM SEWER, OPEN-CUT, COMPLETE in Place</b>						
1		Replacement of 12IN pipe with Storm RCP Pipe, 12IN, H 1-10	100	LF		
2		Replacement of 15IN pipe with Storm RCP Pipe, 15IN, H 1-10	100	LF		
3		Replacement of 18IN pipe with Storm RCP Pipe, 28IN, H 1-10	200	LF		
4		Replacement of 18IN pipe with Storm RCP Pipe, 18IN, H 10-15	100	LF		
5		Replacement of 24IN pipe with Storm RCP Pipe, 24IN, H 1-10	250	LF		
6		Replacement of 24IN pipe with Storm RCP Pipe, 24IN, H 10-15	150	LF		
7		Replacement of 30IN pipe with Storm RCP Pipe, 30IN, H 1-10	200	LF		
8		Replacement of 30IN pipe with Storm RCP Pipe, 30IN, H 10-15	100	LF		
9		Replacement of 36IN pipe with Storm RCP Pipe, 36IN, H 1-10	150	LF		
10		Replacement of 36IN pipe with Storm RCP Pipe, 36IN, H 10-15	100	LF		
11		Replacement of 42IN pipe with Storm RCP Pipe, 42IN, H 1-10	100	LF		
12		Replacement of 42IN pipe with Storm RCP Pipe, 42IN, H 10-15	50	LF		
13		Replacement of 48IN pipe with Storm RCP Pipe, 48IN, H 1-10	100	LF		
14		Replacement of 48IN pipe with Storm RCP Pipe, 48IN, H 10-15	50	LF		
15		Replacement of 54IN pipe with Storm RCP Pipe, 54IN, H 1-10	100	LF		
No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price

16		Replacement of 54IN pipe with Storm RCP Pipe, 54IN, H 10-15	30	LF		
17		Replacement of 60IN pipe with Storm RCP Pipe, 60IN, H 1-10	50	LF		
18		Replacement of 60IN pipe with Storm RCP Pipe, 60IN, H 10-15	30	LF		
		<b><u>B - SUBTOTAL</u></b>				

No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price
<b>C ON ROAD STORM SEWER, OPEN-CUT, COMPLETE in Place</b>						
1		Replacement of 15IN pipe with Storm RCP Pipe, 15IN, H 1-10	100	LF		
2		Replacement of 15IN pipe with Storm RCP Pipe, 15IN, H 10-15	40	LF		
3		Replacement of 18IN pipe with Storm RCP Pipe, 18IN, H 1-10	200	LF		
4		Replacement of 18IN pipe with Storm RCP Pipe, 18IN, H 10-15	40	LF		
5		Replacement of 24IN pipe with Storm RCP Pipe, 24IN, H 1-10	200	LF		
6		Replacement of 24IN pipe with Storm RCP Pipe, 24IN, H 10-15	40	LF		
7		Replacement of 30IN pipe with Storm RCP Pipe, 30IN, H 1-10	100	LF		
8		Replacement of 30IN pipe with Storm RCP Pipe, 30IN, H 10-15	40	LF		
9		Replacement of 36IN pipe with Storm RCP Pipe, 36IN, H 1-10	100	LF		
10		Replacement of 36IN pipe with Storm RCP Pipe, 36IN, H 10-15	40	LF		
11		Replacement of 42IN pipe with Storm RCP Pipe, 42IN, H 1-10	100	LF		
12		Replacement of 42IN pipe with Storm RCP Pipe, 42IN, H 10-15	40	LF		
13		Replacement of 48IN pipe with Storm RCP Pipe, 48IN, H 1-10	100	LF		
14		Replacement of 48IN pipe with Storm RCP Pipe, 48IN, H 10-15	40	LF		
15		Replacement of 54IN pipe with Storm RCP Pipe, 54IN, H 1-10	80	LF		

No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price
16		Replacement of 54IN pipe with Storm RCP Pipe, 54IN, H 10-15	30	LF		
17		Replacement of 60IN pipe with Storm RCP Pipe, 60IN, H 1-10	80	LF		
18		Replacement of 60IN pipe with Storm RCP Pipe, 60IN, H 10-15	30	LF		
		<b><u>C - SUBTOTAL</u></b>				

No	Item Code	Description	Estimated Quantity **	Unit	Unit Price	Total Price
<b>D STORM STRUCTURES, COMPLETE in Place</b>						
1		Replacing SW Trap TOP (Removal & Installation)	30	EA		
2		Replacing DW Trap TOP (Removal & Installation)	30	EA		
3		Replacing SW Trap Throat (Removal & Installation)	30	EA		
4		Replacing DW Trap Throat (Removal & Installation)	30	EA		
5		Repair of Catch Basin	40	EA		
6		Repair of Drop Inlet	40	EA		
7		Repair of Junction Box/Manhole	40	EA		
8		Replacement of Catch Basin with New Catch Basin	30	EA		
9		Replacement of Drop Inlet with new Drop Inlet	30	EA		
10		Replacement of Junction Box/ manhole with new Junction Box/Manhole	20	EA		
11		Concrete Grinding	20	SY		
12		Concrete Crack Caulking and Sealing	20	LF		
13		Point Repair to Storm Sewer, complete in place (Trench ≤10ft depth)	40	EA		
14		Point Repair to Storm Sewer, complete in place (Trench ≤10ft depth)	40	EA		
<b>D - SUBTOTAL</b>						

<b>E STREET LIGHTING- REPLACEMENT &amp; INSTALLATION</b>						
1		Pull Box, PB-1 (Type 1)	15	EA		-
2		Demolish Light Pole Base	1	CY		-
3		Install Light Pole Base	1	CY		-
<b><u>E - SUBTOTAL</u></b>						-

<b>F Miscellaneous Items</b>						
1		Concrete Patch Repair	20	SY		-
2		Crack Repair, Sealing	10	LF		-
3		ADA curb Ramp installation (truncated)	1	EA		-
4		Temporary Asphalt Patch	500	SY		-
<b><u>F - SUBTOTAL</u></b>						-

<b>G ALLOWANCE ITEMS</b>						
		Allowance for working in locations with difficult access	1	LS	\$30,000	\$30,000
		Allowance for unexpected field conditions or issues that are beyond the scope of typical storm sewer construction project	1	LS	\$30,000	\$30,000
<b>GROUPS A – E and Allowance Items G</b>						
<b>TOTAL BASE FEE PROPOSAL</b>						

All work shall be considered complete and in place, and no additional compensation shall be granted. All of the work required to provide a complete and operational system shall be considered to be included in the listed tasks and no compensation shall be granted for additional items. Compensation for any item of work required by this contract document but not specifically described in any bid item shall be included in the bid item most clearly related to said item of work.

In case of a discrepancy between the unit price and total set forth for the item, the unit price shall prevail and the total for the item, and therefore the "TOTAL BASE FEE PROPOSAL" amount shall be adjusted accordingly, and proposal award shall be made on the basis of the corrected total base fee amount.

Unit Prices proposed for this contract may be reviewed annually by the Contractor and the Augusta Engineering Department; and rate adjustment may be requested in writing with detailed justification.

Augusta, GA may consider selecting up to seven (7) qualified contractors from the submitted proposals and contract award will be based on negotiated unit prices.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**SECTION 4 - Fee Proposal shall be submitted in a separate sealed envelope with the following information on the outside of it:**

**RFP 21-155 Augusta Infrastructure Routine Maintenance**

**Augusta Engineering Department - Augusta Infrastructure Routine Maintenance**

**SECTION 5 : AGREEMENT**

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THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the

**AUGUSTA, GA**

party of the first part, hereinafter called the **OWNER**, and

\_\_\_\_\_

party of the second part, hereinafter called the **CONTRACTOR**.

**WITNESSETH**, that the Contractor and the Owner, for the considerations hereinafter names, agree as follows:

**ARTICLE I – SCOPE OF THE WORK:**

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The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work as shown on the plans and described in the specifications for the project entitled:

**RFP 25-155 Augusta Infrastructure Routine Maintenance  
(Storm Drainage, Sidewalks, Street Lightning and Other Concrete Works)**

and in accordance with the requirements and provisions of the Contract Documents as defined in the negotiated fee Proposal, General and Special Conditions, and Technical Specifications, hereto attached, which are hereby made a part of this agreement.

**ARTICLE II – TIME OF COMPLETION**

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The undersigned hereby agrees that, if awarded the contract, he will commence the work within **10** calendar days after the date of written notice to proceed, and that he will complete all work at the request of Augusta Engineering Department (AED) and according to AED approved work schedule.

**ARTICLE III- PAYMENT**

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Contractor shall be paid for maintenance work on a monthly basis but contingent upon acceptance of completed work. Contractor shall furnish the County representative an itemized

**Augusta Engineering Department - Augusta Infrastructure Routine Maintenance**

monthly statement showing services rendered.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

**AUGUSTA, GEORGIA  
COMMISSION-COUNCIL  
(Owner)**

By: \_\_\_\_\_ **SEAL**  
**Honorable Mayor Garnett L. Johnson**

\_\_\_\_\_  
**Attest to Clerk of Commission**

\_\_\_\_\_  
**Witness**

**CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SEAL**

Address: \_\_\_\_\_

**Attest**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**Witness**

## **SECTION 6: GENERAL CONDITIONS**

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### **GC-01. DEFINITIONS:**

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.

1. **ADDENDA:** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings, and Specifications, by addition, deletion, clarifications, or corrections.
2. **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
3. **BIDDER:** Any person, firm, or corporation submitting a bid for the work.
4. **BONDS:** Bid, Performance and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.
5. **CHANGE ORDER:** A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or contract time.
6. **CONTRACT DOCUMENTS:** The contract including Advertisement for Bids, Information for Bidders, Proposal, Bid Bond, Notice of Award, Agreement, Performance Bond, Payment Bond, Notice to Proceed, Change Order, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Drawings and Addenda.
7. **CONTRACT PRICE:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
8. **CONTRACT TIME:** The number of calendar days stated in the Contract Documents for the completion of the work.
9. **LIFE OF THE CONTRACT:** The total duration of the contract from Notice to Proceed to completion of all the work.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

10. **CONTRACTOR:** The person, firm, or corporation with whom the Owner has executed the Agreement.
11. **DRAWINGS:** The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
12. **ENGINEER:** In all contract documents, specifications, supporting documents, etc., the term "ENGINEER" means, and shall be deemed to mean, the *Augusta, Georgia* Engineering Department Director or his/her designated representative.
13. **FIELD ORDER:** A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time issued by the Engineer to the Contractor during construction.
14. **NOTICE OF AWARD:** The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
15. **NOTICE TO PROCEED:** Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
16. **OWNER:** Augusta, Georgia (AKA Augusta-Richmond County). Or A public or quasi-public body or authority, corporation, association, partnership, city, county, or individual for whom the work is to be performed.
17. **PROJECT:** The undertaking to be performed as provided in the Contract Documents.
18. **RESIDENT PROJECT REPRESENTATIVE:** The authorized representative of the Owner who is assigned to the project site or any part thereof. Also called a Site Engineer.
19. **SHOP DRAWINGS:** All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the work shall be fabricated or installed.
20. **SPECIFICATIONS:** A part of the Contract Documents consisting of written

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

descriptions of a technical nature or materials, equipment, construction systems, standards and workmanship.

21. **SUBCONTRACTOR:** An individual, firm, or corporation having a direct contract with the Contractor or any other Subcontractor for the performance of a part of the work at the site.
22. **SUBSTANTIAL COMPLETION:** That date as certified by the Engineer when the construction of the project or a specified part can be utilized for the purposes for which it is intended.
23. **SUPPLEMENTAL GENERAL CONDITIONS:** Modifications and/or additions to the General Conditions of a specific nature generally aimed at the specific contract of which it is a part.
24. **SUPPLIERS:** Any person, supplier or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
25. **WORK:** All labor necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in the project.
26. **WRITTEN NOTICE:** Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

**GC-02.        ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:**

1. The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the work required by the Contract Documents.
2. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

**GC-03.        SCHEDULES, REPORTS AND RECORDS:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning the work performed or to be performed.
  
2. The contractor shall prepare an overall Time-Logic Schedule that includes all major utility relocations, proposed utilities, and construction activities. A detail schedule for utility relocations from all utility companies shall be submitted to the contractor two weeks prior to the Preconstruction meeting. The Contractor shall submit this schedule to Augusta Engineering Department seven (7) days prior to preconstruction meeting. The contractor shall present a copy of this schedule at the Preconstruction meeting for discussion. The schedule shall consist of the following:
  - a. The noted Responsible Agency for each activity (e.g., Contractor, Sub-Contractor, Utility Company)
  - b. The ES-Early Start, EF-Early Finish, LS-Late Start, LF-Late Finish dates
  - c. The Project Critical Path
  - d. Activity Durations

The contractor shall also submit following information with the schedule.

- a. List of active construction projects and their projected completion date
- b. List of available resources assigned to this project \*
- c. Name of Project Team (Project Manager, Superintendent, Foreman) assigned to this project \*
- d. Subcontractor information such as Company Name, Contact Name and Telephone, and type of assigned tasks

*\* Personnel and resources assigned to this project shall not be re-assigned to other projects until after upon approval from Augusta Engineering Department. Augusta Engineering Department reserves the right to deny the submitted project team or parts thereof.*

Failure to provide aforementioned schedule and information within specified time will result in cancellation of Notice to Proceed. If information is not received within thirty (30) days from the date of Notice to Proceed cancellation, contract will be terminated without further notice.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

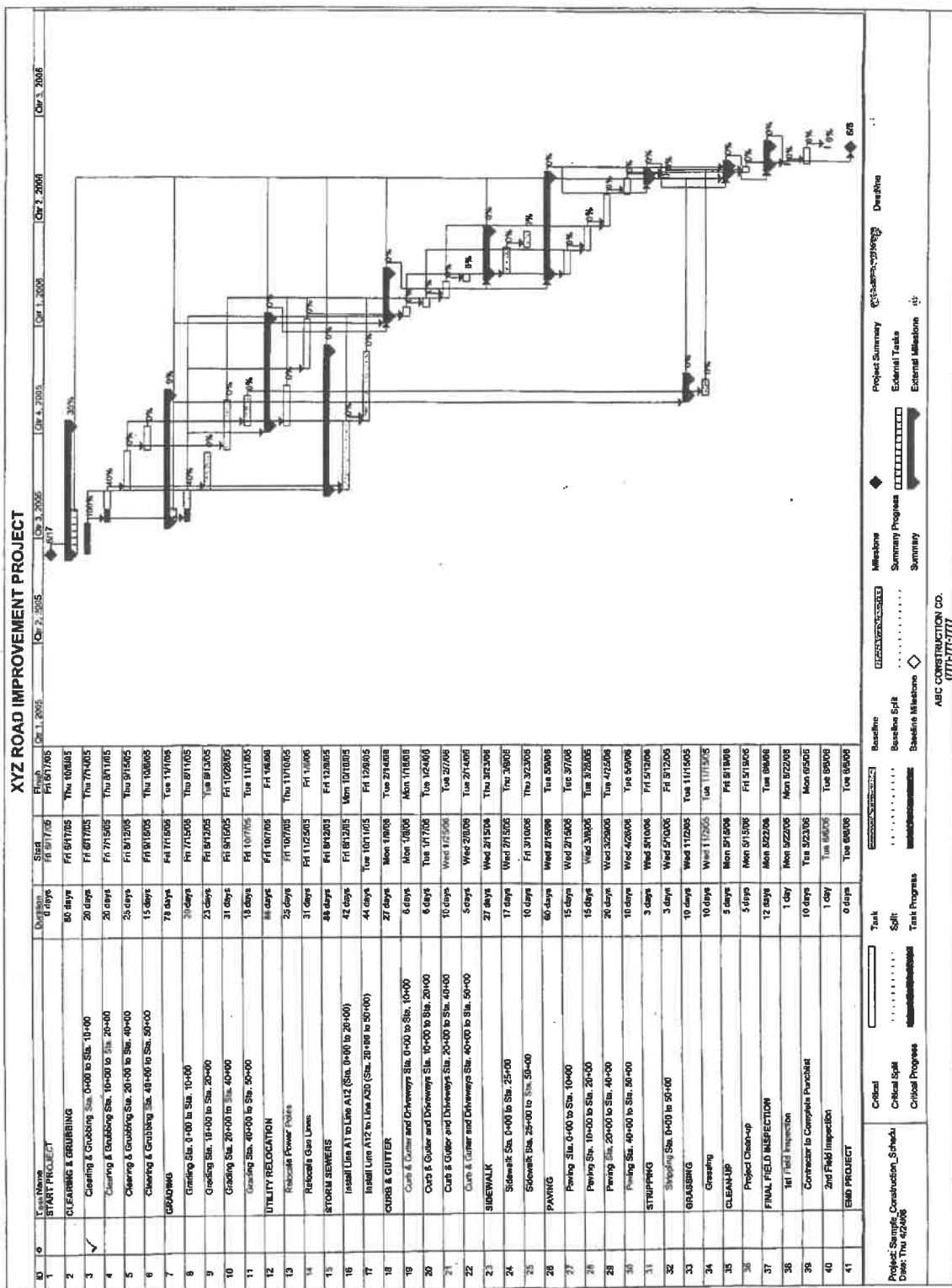
Within seven (7) days after the Preconstruction meeting, the Contractor shall provide a revised schedule with all issues and concerns addressed to Augusta Engineering Department. The revised Time-Logic Schedule shall be color coded with respect to responsibility, and shall be presented on D size paper (24'x36").

The schedule shall be updated on a monthly basis displaying percentage of completion of all activities. The project base line and current date line shall appear on all updates.

The Schedule shall be using Microsoft Project or Primavera Scheduling software.

3. The Contractor shall also submit a schedule of payments that he anticipates he will earn during the course of the work.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**



**GC-04. SPENDOUT SCHEDULE:**

1. A Spendout Schedule beginning with the *Notice to Proceed* and extending through the anticipated construction life of the project, shall be submitted at the Pre-Construction Conference. Such schedule shall include the anticipated earnings on a monthly basis.

**GC-05. NOTICE TO PROCEED:**

County Engineer will give contractor Notice to proceed stating the date on which the contractor can begin project work. The NTP date marks the beginning of the performance time of the contract or each task order. The contractor shall begin the work no later than 10 days after the NTP is issued.

**GC-06. CONSTRUCTION LAYOUT:**

1. Construction layout work shall be performed by the Contractor.

**GC-07. DRAWINGS AND SPECIFICATIONS:**

1. The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the project in an acceptable manner, ready for us, occupancy or operation by the Owner.
2. In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over general drawings.
3. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.
4. All work that may be called for in the specifications and not shown on the drawings, or shown and not called for in the specifications, shall be executed and furnished by the Contractor as if described in both these ways and should any work or material

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

be required which is not detailed in the specifications or drawings, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, the Contractor is to understand the same to be implied and required and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described.

5. It is understood and agreed that the Contractor, by careful examination, has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.
6. All storm pipes, manholes, junction boxes, catch basins, inlets, misc pre-cast products and appurtenances shall comply with Georgia Department of Transportation (GDOT) standards and specifications. Storm pipes and other products shall be from current GDOT approved plants and stamped per GDOT inspection certification requirements. Submittal of data sheet, issued by the source (plant), containing pipe manufacturing and inspection data will be required at the time of arrival of material at project site.

**GC-08. SPECIFICATIONS, STANDARDS AND OTHER DATA:**

1. All references in this document, (includes all papers, writings, documents, drawings, or photographs used, or to be used, in connection with this document), to State Highway of Georgia, State Highway Department, Highway Department, or Department when the context thereof means the Georgia Department of Transportation means, and shall be deemed to mean, **Augusta, GA Commission-Augusta Engineering Department**.
2. The data, together with all other information shown on these plans, or indicated in any way thereby, whether by drawings or notes or in any other matter, are based upon field investigations, and are believed to be indicative of actual conditions. However, the same are shown as information only, are not guaranteed, and do not bind **Augusta**, Georgia in any way. Only the actual quantities completed and accepted will be paid for. The attention of the bidder is specifically directed to Subsections 102.04, 102.05, and 104.03 of the Standard Specifications, of the

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

Georgia Department of Transportation, current edition, which will be part of this contract.

3. This project is based on, and shall be constructed in accordance with, the State of Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, current edition and any supplements thereto. All of these specifications shall be considered as though fully contained herein. In cases where conflicts arise within these specifications, they will be revised to resolve such conflict. Until the conflict is resolved, the interpretation of the Engineer shall control the situation.

**GC-09. DESIGN ALTERATION:**

1. The commission-council recognizes that various changes in design may be made as the project progresses. Any requests for additional payment or reduction in payment shall be processed based on actual work in place and the unit prices submitted as a part of this bid. Items not covered in this bid shall be priced separately and no work shall be done on these items until approved, in writing, by the Engineer.

All changes in engineering design of the project shall be approved by the Design Engineer of record after consultation with the Engineer. Revised design plan sheet(s) shall be signed and stamped by the Design Engineer of record and a copy shall be submitted to Augusta Engineering Department.

**GC-10. INCIDENTAL CONSTRUCTION ITEMS:**

1. All work and materials without a specific pay item shall be considered incidental to related pay items, this is to include (but not limited to), additional erosion and sediment control measures, all removals and disposals, borrow, if needed, remove and reset fences, remove and reset ornamental shrubs, bushes and sod, and the obtaining, maintaining and restoration of any required borrow and/or waste pits, establish and reset property boundary survey pins.

**GC-11. SHOP DRAWINGS:**

1. The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawings

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any shop drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

2. When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
3. Portions of the work that require shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

**GC-12. MATERIALS, SERVICES AND FACILITIES:**

1. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.
2. Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies or equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
5. Materials, supplies or equipment to be incorporated into the work and purchased by the Contractor or the Subcontractor will be subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

**GC-13. INSPECTION AND TESTING:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards.
2. The Owner shall provide, at his expense, the necessary testing and inspection services required by the Contract Documents, unless otherwise provided or specified in construction plans. The Owner shall employ a qualified materials testing laboratory to monitor more fully the quality of materials and work and to perform such tests as may be required under the contract documents as conditions for acceptance of materials and work. THE ENGINEER MAY ORDER TESTING AT ANY TIME HE DEEMS PROPER TO CONTROL THE QUALITY OF THE WORK.

The Contractor is responsible for all material & labor quality control and quality assurance.

3. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
4. Neither observation by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
5. The project will be inspected by the Engineer or his/her representative. The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
6. If any work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
7. If any work has been covered which the Engineer has not specifically requested to observe prior to its being covered or if the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

observation, inspection or testing as the Engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such inspection, testing and reconstruction.

8. The Contractor shall give the Engineer 24 hours notice of starting any new work. No work shall be done or materials used without suitable supervision and inspection by the Engineer. The Contractor shall furnish the Engineer with necessary samples of material for testing purposes.

**GC-14.        COMPACTION:**

1. All compaction shall be as defined in the current edition of Georgia department of Transportation Specifications. Special attention shall be given to the backfill of minor structures (pipe, box culverts, manholes, catch basins, drop inlets, etc.). Compaction shall be achieved using approved tamps and soil layers of approximately 6 inches (loose measure) and in accordance with Georgia Department of Transportation Standards 1030-D and 1401 or equivalent ASTM or other method approved by the GED Technical Engineer and Augusta Engineering Department. Backfilling operations of this nature shall not begin until the Contractor has on hand all equipment in good working condition, and competent operators.
2. The backfilling of pipe and other minor structures shall be in accordance with Georgia Department of Transportation Standard specifications, Current Edition. Backfilling with sand using jetting and/or flooding will not be allowed in any case without the written permission of the Engineer. Backfilling of pipe structures shall be incidental to the pipe structure bid item.

***NOTE:*** *When sand and jetting/flooding method is used the warranty for the backfilled area is extended from 18 months to 24 months. A plan for the jetting/flooding shall be submitted at the Pre-Construction Conference.*

**GC-15.        CONCRETE:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. A qualified persons contracted by the Owner shall, in the Engineer's presence, perform slump tests as directed by the Engineer. Tests shall be performed by qualified personnel with a properly cleaned slump cone. Allowable slumps are 2" minimum and 4" maximum. Class "A" concrete shall have a minimum of 611 lbs. Cement per cubic yard. Class "B" concrete shall have a minimum of 470 lbs. Cement per cubic yard. Concrete not meeting these requirements will be rejected by the Engineer.

***NOTE:** No concrete shall be placed until all required equipment such as slump cone, curing compound and dispenser, etc., all in good working condition, are on the site. Inspectors must be given a minimum four-hour advance notice. No concrete shall be placed without the Inspector present unless otherwise directed by the Engineer. All concrete shall be placed during the Inspectors normal working hours, 8:30 a.m. to 5:00 p.m. unless otherwise directed by the Engineer. Formed surfaces shall receive finish immediately after removing forms. Forms shall be removed as provided in Section 500 of GeorgiaDOT Specifications.*

**GC-16. CONSTRUCTION:**

1. Transition ties of proposed curb and gutter to existing curbs (valley gutter, granite curb, header curb, etc.) shall be paid for in the unit price bid for curb and gutter unless otherwise noted.
2. At locations where new pavement is to be placed adjacent to existing pavement, without an overlay, or where curbing is to be placed across paved parking lots, a joint shall be sawed on a line to ensure pavement removal to be neat. Only those joints sawed in concrete pavement will be paid for under the pay item-**Sawed Joints . . . per Linear Foot.**
3. Where curb and gutter is used and the shoulder elevations are higher than adjacent ground, the actual direction of drainage runoff shall be determined by the Contractor. He shall make such provisions as necessary to ensure that no ponding is caused by the new construction. He may place additional fill to provide drain inlets. Compensation will be under the price bid for the appropriate pay item. Driveway profiles may also be altered allowing the concrete pad to slope down outside the back of the curb line not to exceed an algebraic difference of 0.07. This should be used primarily on the high side of super-elevated curves. The Contractor should use caution with standard variance and place special emphasis on hydraulic considerations.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

4. The Contractor shall provide borrow and/or waste pits for this project. All pits acquired for use on this project shall be reclaimed in accordance with Subsection 107.23 and Section 160 of the Standard Specifications and page PPA-1 of this document.
5. All storm drain pipe, side drain pipe, pipe culvert wing-walls, steps, retaining walls, curbs and gutters, headwalls, all types of pavement, wooden structures, except those specifically shown as a removal pay item will be removed as ***Clearing and Grubbing, Grading Complete, or Grading Per Mile on Lump Sum Construction.***
6. Cut and fill slopes outside of clear zones may be adjusted on construction where necessary to remain within the right of way.
7. Curb cut ramps in accordance with Standard A3 (former 9031-W) are to be used at all street intersections on this project.
8. Asphalt milling where specified for use on existing pavement that is to be resurfaced adjacent to curb and gutter. Finished surface on asphalt pavement shall not exceed ¼" above the gutter line.

**GC-17. TEST ROLLING :**

1. Prior to placing any base course, the subgrade shall be proof rolled to locate unstable areas and achieve additional compaction. Area be proof rolled using a minimum 15 tons flat drum compactor or other equipment as recommended by the Geotechnical Engineer (such as a fully loaded tandem axle dump truck). Geotechnical Engineer and/or a representative of Augusta Engineering Department will observe and approve proof-rolling. Areas failing compaction shall be reworked. Any areas judged by the Geotechnical Engineer to rut (should be improved in place or undercut and replaced with fill compacted to 100 % of soil maximum dry density as determined by the modified proctor compaction test (ASTM D1557, Method D or equivalent method approved by the Geotechnical Engineer and Augusta Engineering Department).

**GC-18. SUBSTITUTIONS:**

1. When a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, the performance or

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deducted from the contract price and the Contract Documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

**GC-19. PATENTS:**

1. The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design or the product of a manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

**GC-20. SURVEYS, PERMITS AND REGULATIONS:**

1. The Contractor shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of benchmarks adjacent to the work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
2. The Contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

3. The contractor shall re-establish property survey pins for parcels affected by new established right-of-way. This work shall be considered incidental to "As-built" plan preparation and will be paid as part of "As-built" plan pay item or grading complete pay item. This work shall be done by or under supervision of a qualified Georgia Licensed Professional Land Surveyor (PLS).
4. Permits and licenses of a temporary nature 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 shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in GC47, Changes in the Work.

**GC-21. FENCE:**

1. All new fences called for on the plans and/or contract documents shall meet the requirements of Section 643 of the Georgia Department of Transportation Standard Specifications, current edition. New fence not meeting these Specs will be rejected.
2. In contracts, where remove and reset fence items are involved (either as pay items or as Lump Sum Construction) all replacement fence shall be equal to or better than the existing fence as approved by the Engineer. This means equal to or better than the original fence at the time of its installation. The Contractor must furnish positive locking devices, padlocks, and keys with all gate assemblies.

**GC-22. PROTECTION OF WORK, PROPERTY AND PERSONS:**

1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site or other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

course of construction.

2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify the owners of adjacent utilities when prosecution of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, and subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
3. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby and a Change Order shall be issued covering the changes and deviations involved.
4. The work under this Contract in every respect shall be at the risk of the Contractor until finished and accepted, except to damage or injury caused directly by the Owner's agents or employees.

**GC-23. FINISHING AND DRESSING:**

1. All unpaved and natural areas which are disturbed by the construction of this project are to be returned to the pre-existing shape and slope and then finished and dressed. No separate payment will be made for grassing, fertilizing and mulching of disturbed areas, unless specifically shown as a pay item.

**GC-24. AGGREGATE SURFACE COURSE:**

1. The item aggregate surface course is for use in inclement weather to facilitate the movement of local traffic along roadway construction and to permit ingress and egress at drives. When used for this purpose, Section 318, Georgia Standard Specifications, is modified to permit truck dumping on unprepared and muddy

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

subgrade. Section 318 is further modified to permit the use of crusher run stone as described in Subsection 806.02.

2. The Contractor will have the choice of the following materials:

Graded Aggregate	Subsection 815.01
Coarse Aggregate Size 467	Subsection 800.01
Stabilizer Aggregate Type 1 or 2	Section 803
Crushed Stone	Subsection 806.02

3. All materials to be used as directed by the Engineer.

**GC-25. FOUNDATION BACKFILL MATERIAL, TYPE 1:**

1. Foundation Backfill Material Type I shall conform to Georgia Standard 1030-D and Section 207 of the Standard Specifications. No separate payment will be made for this material or its placement.

**GC-26. FOUNDATION BACKFILL MATERIAL, TYPE II:**

1. Foundation Backfill Material, Type II shall conform to Georgia Standard 1030-D and Section 207 of the Standard Specifications and shall be used in wet/unstable conditions as directed by the Engineer. It shall also be used beneath all concrete box culverts. Quantities shall be measured for payment in accordance with Georgia Standard 1030-D or as directed by the Engineer.
2. All storm pipe shall have minimum 6" bedding unless otherwise shown on the drawings or bid schedule. Payment for backfilling of pipe structure shall be incidental to the pipe structure bid item unless otherwise noted in the bid proposal. Payment shall be per cubic yard unless otherwise specified in the bid proposal.

**GC-27. GRADES:**

1. With the approval of the Engineer, grades may be field adjusted to provide for best drainage.

**GC-28. INFESTATION:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. The entire project is considered to be within the limits of an insect infested area. The contractor's attention is called to the following sections of the Standard Specifications: (A) 155 Insect control (B) 893 Miscellaneous Planting xMaterials.

**GC-29. LANDSCAPING:**

1. All the requirements of Section 702 of the Georgia Department of Transportation Specifications, current edition, are applicable to this project except as follows: there will be no separate pay for staking, including Perimeter Staking and for Spring Application of Fertilizer. All costs shall be included in prices bid for Landscape Items. Bag grown plants are not acceptable.

**GC-30. MAILBOXES:**

1. Existing mailboxes that are in conflict with the proposed construction shall be removed and relocated. Where feasible the existing mailboxes and supports may be utilized as approved by the Engineer so long as the supports are of metal **PIPE** with a maximum diameter of two (2) inches or wood, with a maximum diameter of four (4) inches.

**NOTE:** There shall be no supports of any material other than the two mentioned above. All existing mailboxes and supports containing brick, masonry of any type, metal, etc. shall be disassembled and all components, not meeting the above requirements, shall be removed from the project and disposed in a proper manner.

2. When not shown as a pay item, payment shall be included in the price bid for Lump Sum Construction or Grading Complete and itemized as such.

**GC-31. MISCELLANEOUS DRAINAGE STRUCTURES:**

1. All miscellaneous drainage structure such as ***Catch Basins, Drop Inlets, Manholes, Junction Boxes, Spring Boxes, Drain Inlets, special Inlets***, etc., whether standard or special design shall be paid for ***Per Each***. There will be no separate payment for additional depth unless specifically shown as a pay item.

**NOTE:** All ***Catch Basins, Drop Inlets, manholes, exposed Junction Boxes***, etc., with concrete top-slabs shall include manhole rings and covers. The Contractor shall install the manhole rings and covers such that the steps can be easily accessed.

**GC-32. PATCHING AND REPAIR OF MINOR DEFECTS:**

1. Where needed, the contractor is required to patch and repair existing potholes, minor pavement defects, and base failures in accordance with the Specifications.

**GC-33. PAVEMENT CUTS:**

1. All pavement cuts shall be sawed with a neat vertical edge, regardless of material, consistently straight enough that a roller can follow the edge precisely to achieve the desired compaction. Irregular edges will not be accepted. Payment shall be included in the price of the pipe.

**GC-34. ADJUSTING MINOR STRUCTURES TO GRADE:**

1. This item consists of raising or lowering the upper portion of existing manholes, water valve boxes, gas valve boxes or any other miscellaneous structures within the area of construction. There will be no separate payment for this work unless shown as a separate pay item.

**\*Prior to any resurfacing the contractor shall identify and reference all structures so the precise locations can be determined after resurfacing. This shall be done in the company of the ARC Inspector. This shall be the first order of work where minor structures requiring adjustment are included in the contract.**

**2. GRADING COMPLETE: GDOT Section 210**

***Includes all items not having an individual bid item, including but not limited to mobilization, construction layout. Attach itemized break of lump sum amount on a separate sheet.***

**GC-35. CASINGS:**

1. All steel casings being installed across any roadway and/or right-of-way shall have the joints continuously welded to obtain a watertight seal. The Contractor shall notify the Engineer when welds are ready for inspection. Welded casings backfilled without the Engineer's approval shall be uncovered for inspection at the Engineer's request.

**GC-36. PAYMENT FOR PIPE CULVERT INSTALLATION:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. Payment for pipe culvert or utility installation includes sawing and/or cutting and removing existing pavement and replacing the pavement as specified in accordance with Standard 1401 and Augusta Engineering Utility Road Cut Detail.
2. Payment for pipe culvert includes plugging existing pipe with Class "A" or "B" concrete (See Georgia Standard 9031-L).

**GC-37. PIPE CULVERTS:**

1. Unless otherwise noted, all storm drain, longitudinal and stub pipes are to be reinforced concrete. All required pipe culverts shall be in accordance with Standard 1030-D.
2. Foundation Backfill Material Type I shall conform to Georgia Standard 1030-D. No separate pay item will be made for this material for its placement.
3. Payment for pipe culvert or utility installation includes sawing and/or cutting and removing existing pavement, sidewalk, curbing, etc., and replacing same as specified in accordance with Standard 1401. Payment for pipe culvert includes plugging existing pipe with Class "A" or "B" concrete and for construction concrete collars.
4. The Contractor shall include in his price bid for pipe, the additional cost of bends, tees, fasteners, appropriate gaskets (see Section 848 of the Standard Specifications), and structure excavation.

**GC-38. PRECAST CONCRETE UNITS:**

1. Precast Concrete Units, other than those specifically allowed by Georgia Department of Transportation Specifications, such as *Drop Inlets, Catch Basins, Manholes, etc.*, shall not be installed without written permission from the Engineer. Any such units installed without such written permission shall be removed from the project.

**GC-39. RELOCATED WATER METERS:**

1. Relocated water meters and water meter boxes shall not be placed in the sidewalk.

**GC-40. REMOVAL AND RESETTING OF ORNAMENTAL SHRUBS AND BUSHES AND SOD:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. It shall be the contractor's responsibility to remove and reset any and all existing ornamental shrubs and bushes and sod in conflict with proposed construction. Coordination with the property owners is essential in this endeavor. The Contractor will not be held responsible for care and maintenance after removing, resetting, and reestablishing growth of these plants and sod except in cases where the Contractor's equipment causes irreparable damage or where plants and/or sod dies as the result of negligence on the Contractor's part. In which cases, the Contractor will be held responsible for replacement. Sod shall be reset with ground preparation in accordance with Subsection 700.05.A. No additional soil or fertilizer is required for resetting sod. The Contractor shall remove the sod in a manner that will be conducive to insuring that the reset sod will live. At the Contractor's option, he may replace any sod he removes with new sod of the same type. No separate payment will be made for this work or replacements unless specifically shown as a pay item.

**GC-41. REMOVING AND RESETTING OF OBSTRUCTIONS:**

1. It shall be the Contractor's responsibility to remove and reset any and all obstructions, such as fences, signs, concrete or brick planters, steps, walkways, brick or concrete entrance columns, etc., which are in conflict with construction. Contractors are responsible for the security of pets and/or personal property through the use of temporary fence if necessary. No separate payment will be made for this work except when shown as a separate pay item.

**GC-42. SAW CUTS:**

1. When matching existing conditions, saw cuts shall be used as required by **Augusta-Richmond County**. Only saw cuts in Portland Cement Concrete, which are shown, as contract pay items will be paid for separately. No saw cuts in asphaltic concrete will be paid for separately. Unless specifically noted this does not apply to pipe trenches.

**GC-43. SOD:**

1. Sod will not be paid for separately when used to match or replace sod on adjacent lawns as replacement in kind.

**GC-44. STORM DRAIN PIPE:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. Unless otherwise noted, all storm drain, longitudinal and stub pipe are to be reinforced concrete and shall include ***O-ring gaskets***.

**GC-45. SUB-CONTRACTORS:**

1. The Contractor shall furnish the official name, plus the name and telephone number of the 24-hour emergency contact of all firms he proposes to use as Subcontractors in the work. This information is to be furnished at the ***Preconstruction Conference***. However, no work shall be done on this project by a Subcontractor until the Contractor receives approval of his Subcontractor(s) from the Engineer.

**NOTE:** All submissions shall include the following information for each Subcontractor:

1. Name of Subcontracting Firm
2. Description of Work To Be Done
3. Contact Person's Name and 24 Hour Phone Number

**GC-46. SUPERVISION BY CONTRACTOR:**

1. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on the behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

**GC-47. CHANGES IN THE WORK:**

1. The Owner may at any time as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.
2. The Engineer, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

changes in the work so ordered by the Engineer unless the Contractor believes that such field order entitles him to a change in the contract price or time or both, in which event he shall give the Engineer written notice thereof within ten (10) days after the receipt of the ordered change pending the receipt of an executed change order or further instruction from the Owner.

**GC-48. CHANGES IN CONTRACT PRICE:**

1. The contract price may be changed only by a change order. The value of any work covered by a change order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:
  - 1.1 Unit prices previously approved.
  - 1.2 An agreed lump sum.
  - 1.3 The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

**GC-49. TIME FOR COMPLETION AND LIQUIDATED DAMAGES:**

1. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.
2. The Contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer.
  - 4.1 To any preference, priority, or allocation order duly issued by the Owner.
  - 4.2 To unforeseeable causes beyond the control and without the fault of negligence of the Contractor, including but not restricted to, acts of God or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and
  - 4.3 To any delays of subcontractors occasioned by any of the causes specified in Paragraphs 4.1 and 4.2 of this Article.

**GC-50. CORRECTION OF WORK:**

1. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.
2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
3. Any omissions or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense and shall rebuild and replace same without extra charge and in default thereof the same may be done by the Owner at the Contractor's expense or in case the Engineer shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price.

**GC-51. SUBSURFACE CONDITIONS:**

1. The Contractor shall promptly and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
  - 1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.
  - 1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
2. The Owner shall promptly investigate the conditions and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required, for performance of the work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

**GC-52. SUSPENSION OF THE WORK, TERMINATION AND DELAY:**

1. The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor. The Engineer shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an extension of the contract time directly attributable to any suspension.

To the extent that it does not alter the scope of this Contract, Augusta, Georgia reserves the right of unilaterally ordering, without any cause, a temporary stopping of the work, or delaying of the work to be performed by the Contractor or Consultant under this Contract. Augusta, Georgia will not be held liable for compensation to the Contractor / Consultant for an extension of contract time or increase in contract price, or both, directly attributable to this action of Augusta, Georgia.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

2. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors or if a trustee or receiver is appointed for the Contractor or for any of his property or if he files a petition to take advantage of any debtor's act to reorganize under the bankruptcy or applicable laws or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if, in the opinion of the Engineer, the Contractor fails to make satisfactory progress in prosecuting the work, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
3. The Contractor must obtain permission from the Engineer before any equipment can be removed from the job site. In the event such equipment is removed without the Engineer's approval, the job will be terminated until such time as the equipment is returned to the project and any time and money lost by the Contractor as a result of moving the equipment shall be absorbed by the Contractor.
4. Where the Contractor's services have been so terminate by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
5. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

reasonable profit. The Contractor shall be paid for any validated services under this Contract up to the time of termination.

5. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or the Engineer to act within the time specified in the Contract Documents, or if no time is specified, within reasonable time, an adjustment in the contract time, shall be made for delays necessarily caused by the failure of the Owner or the Engineer.
6. The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.
7. Any omissions or failure on the part of the Engineer to disapprove or reject any work or material shall not be construed to be an acceptance of any defective work or material. The Contractor shall remove, at his own expense and shall rebuild and replace same without extra charge and in default thereof the same may be done by the Owner at the Contractor's expense or in case the Engineer shall not consider the defect of sufficient importance to require the Contractor to rebuild or replace any imperfect work or material, he shall have the power and is hereby authorized to make an equitable deduction from the stipulated price
8. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Contract shall constitute default. The Owner may terminate this contract in part or in whole upon written notice to the Contractor pursuant to this term.

**GC-53. PAYMENTS TO THE CONTRACTOR:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. **BASIS OF PAYMENT:** As explained in the section "Instructions to Bidders," payment for all items of construction will be made at the total of the actual number of units installed at the unit prices stated in the Bid Schedule to the Proposal. The partial payments described in the Agreement will be made based on the actual number of units of work completed during the month and in-place at the unit prices stated in the Bid Schedule
  
1. Between the first (1st) and the fifth (5th) of each month, the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor on an approved form covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within thirty days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain ten (10%) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents and successful completion of required warranty period. On completion and acceptance of a part of the work on which the price is stated separately in the Contract Documents, payment may be made in full, excluding retained percentages, less authorized deductions.
  
2. The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
  
3. All work covered by partial payment shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

4. Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the Contract Documents. The entire balance, excluding the retained percentage, found to be due the Contractor shall be paid to the Contractor, except such sums as may be lawfully retained by the Owner for saving the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material-men and furnishers of machinery and parts thereof, equipment, tools and supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
  
5. Owner shall release half of the "10 percent retained" after six (6) months into required warranty period of 18month warranty period. 50 percent of the remaining retained amount shall be released after completion of warranty period provided no defects are observed in originally accepted work. The remaining retained balance shall be released at successful completion of the required warranty period as certified by the Engineer. All payment requests shall be approved by the Engineer prior to forwarding to the Owner.
  
6. If the Owner fails to make payment 45 days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment, interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

**GC-54. ACCEPTANCE OF FINAL PAYMENT AS RELEASE:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

1. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his Sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

**GC-55. INSURANCE:**

1. The Contractor shall purchase and maintain during the life of this Contract such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
  - 1.1 Claims under Workman's Compensation, disability benefit and other similar employee benefit acts,
  - 1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of his employees,
  - 1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees,
  - 1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person; and
  - 1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
2. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior written notice has been given to the Owner and Construction Manager.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

3. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, liability insurance as hereinafter specified.

3.1 Contractor's General Public Liability and Property Damage insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him. Insurance shall be written with a limit of liability of not less than \$200,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$100,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 for any such damage sustained by two or more persons in any one accident. Contractor's insurance policy shall name Owner and Program Manager as insured under this policy.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractor in his/her own policy.

3.2 The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor and Subcontractor as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project.

4. The Contractor shall procure and maintain, at his own expense, during the life of the Contract, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provision for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under Workman's Compensation statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

**GC-56. CONTRACT SECURITY:**

1. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a Surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished an acceptable bond to the Owner.

**GC-57. ASSIGNMENTS:**

1. Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

**GC-58. INDEMNIFICATION:**

1. **Hold Harmless:** The Contractor will indemnify and hold harmless the Owner and Program Manager and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
2. In any and all claims against the Owner or the Engineer or any of their agents or employees, by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workman's Compensation acts, disability benefit acts or other employee benefits acts.
3. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

**GC-59. SEPARATE CONTRACTS:**

1. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
2. The Owner may perform additional work related to the Project by himself or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

introduction and storage of materials and equipment and the execution of the work and shall properly connect and coordinate his work with theirs.

3. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim therefor as provided in Sections GC-13 and GC-14.

**GC-60. SUBCONTRACTING:**

1. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
2. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
3. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of person directly employed by him.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind the Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

**GC-61. ENGINEER'S AUTHORITY:**

1. The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.

2. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be made at the factory or fabrication plant or the source of material supply.
3. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
4. The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

**GC-62. GUARANTEE:**

1. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of eighteen (18) months from the date of acceptance of the System by the Owner. The Contractor warrants and guarantees for a period of eighteen (18) months from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from 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 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 though the guarantee period.

**GC-63. TAXES:**

1. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

**GC-64. WORK ADJACENT TO RAILWAY OR OTHER PROPERTY:**

1. Whenever the work embraced in this Contract is near the tracks, structures or buildings of the Owner or of other railways, persons, or property, the work shall be

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

so conducted as not to interfere with the movement of trains or other operations of the railway, or, if in any case such interference be necessary, the Contractor shall not proceed until he has first obtained specific authority and directions therefore from the proper designated officer of the Owner and has the approval of the Engineer.

**GC-65. ORDER AND DISCIPLINE:**

1. The Contractor shall at all times enforce strict discipline and good order among his employees and any employee of the Contractor who shall appear to be incompetent, disorderly or intemperate or in any other way disqualified for or unfaithful to the work entrusted to him, shall be discharged immediately on the request of the Engineer and he shall not again be employed on the work with the Engineer's written consent.

**GC-66. TRAFFIC CONTROL, WARNING DEVICES AND SIGNS:**

1. The Contractor shall furnish, erect, paint and maintain warning devices when construction is on or near public streets for the protection of vehicular and pedestrian traffic. Such devices will be in accordance with the Georgia Manual on Uniform Traffic Control Devices for Street and Highways, "Traffic Control for Highway Construction and Maintenance Operations," latest edition.
2. The Contractor shall give prior written notification to and shall obtain the approval of the Augusta Fire Department, Police Department, Emergency Medical Services, and the Augusta Traffic Engineering Department of any street closures.
3. In addition, see Technical Specifications – Section 150.

**GC-67. SPECIAL RESTRICTIONS:**

1. No work shall be done between hours of 6pm and 7am, nor on Sunday or legal holidays, unless otherwise noted in the project specific special conditions or without the written approval or permission of the Engineering Director or his/her designee in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or of equipment, or in the case of an emergency.
2. If work is required on Saturday, the Contractor shall request and receive approval from the Engineering Director or his/her designee by 2pm the previous day.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

3. **SCHOOL ZONE:** This restriction will not apply if school is not in session. No lane closure shall be done in school zone between hours of 6:30am - 8:30am and 2:30pm - 4:30pm.
4. **MASTERS TOURNAMENT:** No work shall be done during Masters Week Tournament, from Saturday to Sunday unless it is approved by the Engineer.
5. Any work planned to be accomplished during or directly before the Masters Golf Tournament must be submitted to and approved in writing by the Owner. Consideration will be given only for contract time extensions as a result of delays in accomplishing the work. No consideration will be given for claims for damages.

**GC-68. AFTER HOURS INSPECTION:**

If the Contractor opts to work before or after normal working hours, 8 a.m. to 5 p.m., Monday through Friday, or on Augusta, Georgia Legal Holidays, then the Contractor must notify Owner/Engineer 48 hours in advance and get Owner/Engineer approval. No work shall be performed during after hours without advance approval by the Owner/Engineer

**GC-69. CONTRACTOR NOT TO HIRE EMPLOYEES OF THE OWNER:**

1. The Contractor shall not employ or hire any of the employees of the Owner.

**GC-70. DRAWINGS:**

1. The Owner will furnish to the Contractor, free of charge, up to two (2) sets of direct black line prints together with a like number of complete bound specifications for construction purposes. Location of all primary features of the work included in the Contract are indicated on the Contract Drawings.
2. The Contractor will maintain in his office one complete set of drawings (including any supplemental sketches) pertaining to the project upon which, at the end of each day's work any deviations from the construction lines shown thereon and all changes ordered by the Engineer will be shown accurately in red pencil. If necessary, supplemental drawings will be made to show details of deviations or changes, and these will be kept with the marked set. The drawings will be available to the Engineer for inspection during construction. Satisfactory progress toward the

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

preparation of the record drawings shall be a condition of approval of monthly payment estimates. At the completion of construction, prior to submitting his estimate for final payment, and as a condition for payment thereof, three copies of the record drawings, satisfactorily completed, will be transmitted to the Engineer.

**GC-71.        COORDINATION OF WORK:**

Owner may perform other construction activities or have other infrastructure improvement / drainage improvement project in this project area or in vicinity of this project area; the Contractor for this project must coordinate construction activities and allow ingress and egress for other contractors.

**GC-72.        RIGHTS-OF-WAY AND EASEMENTS:**

1. The Owner will furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all land and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before the commencement, by reason of any litigation or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert any claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to compensate for the time lost by such delay; such determination to be set forth in writing and approved by the Owner.
  
2. The Contractor shall not perform any work outside the limits of the right-of-way or easements. In addition, no equipment or material shall be placed outside these areas without written permission of both the property owner and the Engineer. In the event that the Contractor elects to utilize private property for any purpose connected with the project, such as, but not limited to, staging areas, equipment and/or material storage or simply as a convenience, he shall submit a written agreement to the Engineer containing vital information such as limits of both area and time the property is to be utilized and a description of the intended use. The agreement must be signed by both the property owner and the Contractor and will

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

be reviewed and recorded by the Engineer. Such agreements must be submitted prior to the contractor's use of the property.

All buildings located on newly acquired R/W and/or easements shall be relocated by the Contractor. Such buildings on existing R/W and/or easements shall be removed by the owner or will become the property of the Contractor.

3. The Owner will furnish all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents. If all land and rights-of-way are not obtained prior to the issuing of the Notice to Proceed, the Contractor shall begin work upon lands and rights-of-way that have been acquired.
4. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
5. The Contractor shall comply with all ROW / easements acquisition provisions.
6. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

**GC-73. ESTIMATE OF QUANTITIES:**

1. The estimated quantities of work to be done and materials to be furnished under this contract if shown in any of the documents including the bid are given only for use in comparing bids and to indicate approximately the total amount of the contract and the right is especially reserved except as herein otherwise specifically limited to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract and such increase or diminution shall in no way vitiate this contract nor shall any such increase or diminution give cause for claims or liability for damages.

**GC-74. EXISTING STRUCTURES AND UTILITIES:**

1. The existence and location of structures and underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before starting work. The Contractor shall be held responsible for

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

any damage to and for maintenance and protection of existing utilities and structures.

2. Where sidewalks, street signs, private signs, walls, sidewalks, fences, etc, are removed in accomplishing the work, each and every item will be replaced in the same or better manner or condition than that in which it was before construction began. The Contractor will protect and hold harmless the Owner from any suit, action, or dispute whatever arising from the Contractor's work adjacent to private property.

**GC-75. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT ITEMS:**

1. The Contractor shall, immediately after the contract has been awarded, submit to the Engineer for his approval, a breakdown showing estimates of all costs apportioned to the major elements of equipment, material and labor comprising the total work included under any of the lump sum items shown in the proposal. These estimates as approved will serve as the basis for estimating of payments due on all progress estimates.

**GC-76. PRIOR USE BY OWNER:**

1. Prior to completion of the work, the Owner may take over the operation and/or use of the uncompleted project or portions thereof. Such prior use of the facilities by the Owner shall not be deemed as acceptance of any work or relieve the Contractor from any of the requirements of the Contract Documents.

**GC-77. CLEANING UP:**

1. The Contractor shall keep the premises free from the accumulation of waste material and rubbish and upon completion of the work, prior to final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish, surplus materials, implements, tools, etc., and leave his work in a clean condition, satisfactory to the Engineer.

**GC-78. SALVAGE MATERIALS/EXCESS MATERIALS:**

1. All salvageable materials, such as drainage pipe, which require removing but not used on this project, are to be removed from the Right-of-Way, as directed by the Engineer, and recycled or properly disposed of per applicable local and state regulations. Augusta Engineering reserves the right to request a copy of disposal

documents for these materials. Granite curb and any other material identified by the Engineer shall be saved and stored at location determined by the Owner.

**GC-79. MAINTENANCE OF TRAFFIC:**

1. In any work within the public right-of-way, the Contractor shall provide adequate warning and protection for pedestrian and vehicular traffic from any hazard arising out of the Contractor's operations and will be held responsible for any damage caused by negligence on his part or by the improper placing of or failure to display danger signs and road lanterns. All traffic lanes, sidewalks and driveways will be kept open and clear at all times except as provided below. The Contractor shall not block traffic on any street more than 30 minutes or without written permission from such agency. Before leaving the work each night, it shall be placed in such condition as to cause the least possible hazard therefrom. Should the Contractor fail to comply with the provisions of this paragraph, the Owner may, with his own forces, provide signs, flagmen, barricades and/or passageways or clear the pavement and deduct the cost thereof from sums due to the Contractor.
2. The Contractor shall provide construction signs in accordance with requirements of "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways"; current edition with added supplements and provisions.
3. The attention of the Contractor is specifically directed to Subsection 107.09 of the Supplemental Specification- "Barricades and Danger, Warning, and Detour Signs". "The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with these specifications, Project Plans, Special Provisions, and MUTCD, and Take all necessary precautions for the protection of the work and safety of the public."
4. All temporary signs, barricades, flashing lights, striping and any other traffic control devices required during construction of this project shall meet all requirements of the MUTCD current addition, as directed by the Engineer and be furnished by the Contractor with payment in accordance with Section 150.
5. The Contractor shall so conduct his operations that there will be a minimum of interference with, or interruption of, traffic on the travel way. This applies to initial installation and the continuing maintenance and operation of the facility. At least one-lane, two-way, traffic shall be maintained at all times unless approved

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

otherwise by the Engineer. As a minimum, the Contractor must comply with MUTCD, current edition and Georgia Standard 9102.

6. The Contractor shall provide all temporary traffic control devices needed to safely direct traffic through the construction area.
7. All temporary traffic control devices are to be placed in accordance with Georgia Department of Transportation Standards and Specifications.

**GC-80. FLAGGING:**

1. Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.
2. All **Flaggers** shall meet the requirement of part 6F of the MUTCD Current Edition and must have received training and a certificate upon completion of the training from a Department approved training program. Failure to provide certified **Flaggers** as required above shall be reason for the Engineer suspending work involving the *Flagger(s)* until the Contractor provides the certified **Flagger(s)**.
3. Flaggers shall wear a fluorescent orange cap or hat, and a fluorescent orange vest, shirt, or jacket, and shall use a *Stop/slow* paddle meeting the requirements of Section 6F-2 of the MUTCD Current Edition for controlling traffic. The **Stop/slow** paddle shall have a shaft length of seven (7) feet minimum. In addition to the **stop/slow** paddle, a *Flagger* may use a 24-inch square red/orange flag as an additional device to attract attention. For night work, the vest shall have reflectorized stripes on front and back.
4. Signs for **Flagger** traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD Current Edition. 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.

**GC-81. TRAFFIC DETOURS:**

1. Where detours are required and in accordance with Section 150 of the Standard Specifications and any Supplements thereto, the Contractor shall file for approval a

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

detour plan of operation for this project. This plan shall include details of staging and rerouting of traffic including estimated length of time for use of the detours.

2. The Contractor shall so conduct his operations that there will be a minimum of interference with, or interruption of, traffic upon and along the roadway. This applies to the initial installation and the continuing maintenance and operation of the facility. At least one-lane, two-way traffic shall be maintained at all times unless approved otherwise by the Engineer. As a minimum, the Contractor must comply with the Manual on Uniform Traffic Control Devices, current edition and Georgia Standard 9102.

**GC-82. MAINTENANCE OF ACCESS:**

1. The Contractor will be required to maintain access to business establishments during all time they are open for business, to churches, schools and other institutions during the time they are open and to all residential and other occupied buildings or facilities at all times. Bridges across open trenches and work areas will be required to provide vehicular and pedestrian access. Bridges with handrail protection will be required for crosswalks at street intersections. It is recognized that it will be necessary to remove bridges and to block cross traffic while equipment is in operation. The Contractor shall, however, plan and pursue his operations so as to minimize the time that direct entrance is blocked.

**GC-83. SPECIAL EVENTS:**

1. When Special Events occur, such as the Augusta Masters Golf Tournament, all work shall be safe up, shut down and maintained until the Engineer approves the resumption of work. No project is exempt without the expressed approval of the Engineer. If these type work stoppages impose a hardship, contract time wise, consideration will be given to extending the contract time in an amount commensurate with the delay caused by such work stoppages provided the Contractor has otherwise pursued the work diligently. No consideration will be given for claims for damages.

**GC-84. EROSION CONTROL AND RESTORATION OF PROPERTY:**

1. The Contractor will be required to schedule his work and perform operations in such a manner that siltation and bank erosion will be minimized during all phases of construction. Any areas disturbed during the course of construction shall be

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

restored to a condition equal or better than the original condition. The Contractor will be required to submit a Soil Erosion, Sedimentation and Stormwater Pollution Control plan that is in compliance with the work site erosion control and NPDES plan, per the Georgia Department of Transportation and Georgia Environmental Protection Erosion, Sediment and Stormwater Pollution Control requirements.

2. The contractor will be responsible for NPDES monitoring and documentation to keep the project in compliance with applicable NPDES permit requirements unless specified otherwise. The contractor shall be responsible to bring project incompliance and pay penalty imposed on the project due to non-compliance to NPES permit and other permits.

*Note: NPDES monitoring and distribution is not Applicable for Resurfacing projects unless otherwise noted in bid schedule.*

3. The cost of this work shall be included in the cost of Lump Sum Construction or grading complete unless Shown as a Separate pay item.

**GC-85. UTILITIES:**

1. All utility facilities except those owned by Augusta Utilities Department which are in conflict with construction, not covered as specified items in the detailed estimate, are to be removed and relocated to clear construction by the respective owners with the exception of Augusta Utilities and Augusta Traffic Engineering unless added later to the contract as a supplemental item. All "above ground" utility structures will be located as near as possible to the right-of-way line.
2. 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.
3. All known utility facilities are shown schematically on the plans, and not necessarily accurate in location as to plan or elevation. Utility facilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement except as noted below. "Existing Utility Facilities" means any utility facility that exists on the highway project in its original, relocated or newly installed position. Other than service lines from street mains to the abutting property the contractor will not be held responsible for the cost of repairs to damaged underground utility facilities when such facilities are not shown on the plans and their existence is unknown to the Contractor prior to the damage

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

occurring, providing the Engineer determines the Contractor has otherwise fully complied with the Specifications.

4. The Contractor shall use the one-call center telephone number 1-800-282-7411 for the purposes of coordinating the marking of underground utilities.
5. The Contractor's attention is directed to the probability of encountering private utility installations consisting of sanitary sewers, water, sprinkler systems, ornamental light systems, gas and underground telephone cables that either are obstructions to the execution of the work and need to be moved out of the way or, if not, must be properly protected during construction. No separate payment will be made for this work. Public utilities of this nature except Augusta Utilities and Augusta Traffic Engineering will be handled by the utility owner.

**THE FOLLOWING UTILITY COMPANIES SHALL BE NOTIFIED BEFORE WORK BEGINS:**

<p><b>Atlanta Gas Light Company</b> 337 Habersham Road Martinez, Georgia 30907</p> <p><b>POC: Mark Sosebee</b> Phone: (706) 847-0662 e-mail: <a href="mailto:msosebee@southernco.com">msosebee@southernco.com</a></p>	<p><b>Augusta Richmond County Utilities</b> 360 Bay Street, Suite 180 Augusta, Georgia 30901 Fax: (706) 312-4133</p> <p><b>POC: Marie Corbin</b> e-mail: <a href="mailto:MCorbin@augustaga.gov">MCorbin@augustaga.gov</a> Phone: (706) 312-4140</p> <p><b>POC: Chad Hendrix</b> e-mail: <a href="mailto:CHendrix@augustaga.gov">CHendrix@augustaga.gov</a> Phone: (706) 312-4126</p>
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**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

<p><b>AT&amp;T</b> 3841 Wrightsboro Road Augusta, Georgia 30909 Fax: (706) 855-1917</p> <p><b>POC: Jeff Surrency</b> e-mail: <a href="mailto:Ws1449@att.com">Ws1449@att.com</a> Phone: (706) 228 -5203/ (706) 210-8237</p>	<p><b>Georgia Power</b> 642 Woodland Road Waynesboro, Ga. 30830</p> <p><b>POC: Kristi Griffin</b> e-mail: <a href="mailto:kbgriffin@southernco.com">kbgriffin@southernco.com</a> Phone: (678) 708-9112</p>
<p><b>WOW!</b> 3714 Wheeler Road Augusta, Georgia 30909 Fax: (706) 364-1011</p> <p><b>POC: Gary Mcferrin</b> e-mail: <a href="mailto:gary.Mcferrin@wowinc.com">gary.Mcferrin@wowinc.com</a> Phone: (706) 364-1035</p>	<p><b>Jefferson Energy Cooperative</b> P.O. Box 457 Wrens, Georgia 30833 Fax: (706) 547-5051</p> <p><b>POC: Mike Wasden</b> e-mail: <a href="mailto:mwasden@jec.com">mwasden@jec.com</a> Phone: (706) 547-5019</p>
<p><b>Comcast Communications</b> P.O. Box 3579 Augusta, Georgia 30904 Fax: (706) 733 – 6942</p> <p><b>POC: Bernard Jackson</b> e-mail: <a href="mailto:bernard.Jackson1@cable.comcast.com">bernard.Jackson1@cable.comcast.com</a> Phone: (706) 739 -2321</p>	

**GC-86. UTILITY ACCOMMODATION POLICY:**

1. In so far as possible, work shall be scheduled so that open excavations will not be left overnight. Where trenches, pits or other excavations are within the clear roadside areas and cannot be backfilled before leaving the job site, they shall be covered by timbers or metal plates and protected by reflectorized and/or lighted barricades as appropriate and as directed by the Engineer. Barricades sufficient to prevent a person from falling into an excavated or work area must be erected in areas where these conditions exist.

**GC-87. BYPASSING SEWAGE:**

1. The Contractor will be required to schedule and coordinate construction sequences

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

and to use temporary construction and other approved methods which will minimize the bypassing of sewage during construction of the sewer facilities. The diversion of sewerage to open ditches or streams will not be permitted.

**GC-88. SAFETY AND HEALTH REGULATIONS:**

1. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL31-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL91-54).

**GC-89. WARRANTY:**

1. Unless otherwise specified, all contract work is subject to an 18-month warranty. The 18-month warranty is hereby modified to include the following: Any repairs, corrections or modifications performed within the last six months of the original 18-month warranty shall have the original 18-month warranty extended 180 calendar days past the date of such repairs, corrections or modifications.

**GC-90. PRECONSTRUCTION CONFERENCE:**

1. A preconstruction conference shall be held at an acceptable time to the Owner and the Contractor prior to the "Notice to Proceed" to coordinate the work and satisfy all requirements of the Contract Documents.

**GC-91. COMPLIANCE WITH LAWS, CODES, AND REGULATIONS, ETC.:**

Supplementing the provision of the GENERAL CONDITIONS, the successful bidder awarded this contract by signing the contract acknowledges the following, however, this is not to be construed as all inclusive or being these only:

1. Underground Gas Pipe Law:

The Contractor signing the contract acknowledges that he is fully aware of the contents and requirements of "Georgia Laws 1969, Pages 50 and the following, and any amendments and regulations pursuant thereto", and the Contractor shall comply therewith.

2. High Voltage Act:

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

The Contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of "Act No. 525, Georgia law 1960, and any amendments thereto, and Rules and Regulations of the commissioner of Labor pursuant thereto" (the preceding requirements within quotation marks being hereinafter referred to as the "high voltage act"), and the Contractor shall comply therewith. The signing of Contract shall also confirm on behalf of the Contractor that he:

- A. has visited the premises and has taken into consideration the location of all electrical power lines on and adjacent to all areas onto which the contract documents require to permit the Contract either to work, to store materials, or to stage operations, and
- B. that the Contractor has obtained from the Owner of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines.

The Contractor agrees that he is the "person or persons responsible for the work to be done" as referred to in the high voltage act and that accordingly the Contractor is solely "responsible for the completion of the safety measures which are required by Section 3 of the high voltage act before proceeding with any work." The Contractor agrees that prior to the completion of precautionary measures required by the high voltage act he will neither bring nor permit the bringing of any equipment onto the site (or onto any area or areas onto which the contract documents require or permit the Contractor to work, to store materials, or to stage operations) with which it is possible to come within eight feet of any high voltage line or lines pursuant to operations arising out of performance of the Contract. The foregoing provisions apply to power lines located (a) on the site and (b) on any area or areas onto which the contract documents require or permit the Contractor either to work, to store materials, or to stage operations, or (c) within working distance for equipment or materials, being used on (a) and (b) above. These provisions of the Contract do not limit or reduce the duty of the Contractor otherwise owed to the Owner, to other parties, or to both. The Contractor agrees that the foregoing provisions supplement provisions of the General Conditions. The Contractor agrees and acknowledges that any failure on his part to adhere to the high voltage act shall not only be a violation of law but shall also be a breach of contract and specific violation of the provisions of the General Conditions which pertains to safety precautions.

3. Occupational Safety & Health Act:

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

The Contractor by signing the contract acknowledges that he is fully aware of the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and he shall comply therewith.

**GC 92. LOCAL SMALL BUSINESS:**

1. In accordance with Chapter 10B of the AUGUSTA, GEORGIA. CODE, the contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA.GA CODE § 1-10-129(d) (7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

**GC-93 DEFECTIVE PRICING:**

To the extent that the pricing provided by the contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

**GC-94. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE:**

The contractor is not responsible for delay in performance caused by acts of nature, strikes, lockouts, accidents, or other events beyond the control of the contractor. In any such event, the contract price and schedule shall be equitably adjusted.

**GC-95. PROTECTION OF THE ENVIRONMENT:**

The Contractor will carefully schedule his work so that a minimum amount of exposed earth will be subject to erosion by rainfall or wind, and he will provide means satisfactory to the Engineer to minimize the transportation of silt and other deleterious material into the stream beds of water courses adjacent to the project.

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 conformance with printed instructions.

**GC-96. TEMPORARY TOILETS:**

Contractor shall provide temporary toilet facilities on the site for workmen employed in the construction work. Toilets shall be adequate for the number of men employed and shall be maintained in a clean and sanitary condition. Workmen shall be required to use only these toilets. At completion of the work, toilets used by Contractor shall be removed and premises left in the condition required by the Contract.

**GC-97. CITY ACCEPTANCE:**

Notwithstanding any other obligations of the Contractor, he shall complete the work to the full satisfaction of the Augusta Engineering Department and the Engineer. This provision shall not relieve the Contractor of his responsibilities for guarantees.

**GC-98 REFERENCED SPECIFICATIONS:**

Where specifications or standards of trade organizations and other groups are referenced in these specifications, they are made as much a part of these specifications as if the entire standard or specification were reprinted herein. The inclusion of the latest edition or revision of the referenced specification or standard is intended.

**GC-99 SITE ACCESS:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

In order to minimize damage to existing paving, and landscaping, access to the site for the Contractor's personnel and equipment will be restricted to the routes designated by the Owner. The Contractor will be required to use only these routes unless prior written approval is given by the Owner.

**GC-100 GEORGIA PROMPT PAY ACT:**

This Agreement is intended by the Parties to, and does, supersede any and all provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1, et seq. In the event any provision of this Agreement is inconsistent with any provision of the Prompt Pay Act, the provision of this Agreement shall control.

**GC-101 DISPUTES:**

The law of the State of Georgia shall govern the Contract between Owner and Contactor with regard to its interpretation and performance, any other claims related to this contract.

All claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Contractor, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

**GC-102 INTEREST NOT EARNED ON RETAINAGE:**

Notwithstanding any provision of the law to the contrary, the parties agree that no interest shall be due to the Contractor on any sum held as retainage pursuant to this Agreement and Contractor specifically waives any claim to same.

**GC-103 EQUIVALENT MATERIALS:**

Notwithstanding any provision of the general conditions, there shall be no substitution of materials that are not determined to be equivalent to those indicated or required in the contract documents without an amendment to the contract.

**GC-104 CONTINGENT FEES:**

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

The contractor is prohibited from directly or indirectly advocating in exchange for compensation that is contingent in any way upon the approval of this contract or the passage, modification, or defeat of any legislative action on the part of the Augusta, Georgia Commission the contractor shall not hire anyone to actively advocate in exchange for compensation that is contingent in any way upon the passage, modification, or defeat of any contract or any legislation that is to go before the Augusta, Georgia Commission.

**GC-105                    SITE CONDITIONS:**

Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

- (i) When the contract is negotiated,
- (ii) When the contractor provides the site or design, or
- (iii) When the parties have otherwise agreed with respect to the risk of differing site conditions

**GC-106                    CONTRACTUAL OBLIGATIONS:**

The contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, the contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of the contractor provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, the contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by the contractor. The contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

Augusta, Georgia contracts for goods and services, except revenue producing contracts.

**GC-107                   LANDFILL:**

All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees

**GC-108                   INSPECTIONS:**

All contracts shall provide that Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

**GC-109.                   AS-BUILT DRAWINGS:**

The Contractor shall furnish a complete, legible set of "as-built" plans, prepared and certified by a qualified Georgia Licensed Professional Land Surveyor (PLS), to Augusta Engineering Department seven (7) days prior to the date of the Final Inspection. The As-Built plans shall include all above, at, and underground improvements and utility work, including storm sewer, traffic control and operational items, and fiber. The Director of Engineering Department or his/her designee shall review the submitted as-built plans for accuracy, legibility, completeness, and conformity with approved construction plans. Upon approval of submitted as-built, three (3) hard copies and one electronic (CD- in GA State plan coordinate) copy shall be submitted to Engineering Department for record and Director of Engineering signature. There shall be no separate payment unless otherwise shown.

*Note: Not Applicable for Resurfacing projects. Unless otherwise noted in Bid schedule.*

**GC-110.                   FIELD OFFICE FACILITIES:**

1. The Owner may require Contractor to provide field office depending on project location, size, and type of work.

**AUGUSTA ENGINEERING DEPARTMENT  
GENERAL CONDITIONS**

2. The Contractor shall provide, at a point convenient to the work, suitable office facilities for housing records, plans and contract documents. A telephone and Fax shall be provided at the Contractor's office for expediting the work and be made available for the use of the Engineer. A complete and up-to-date set of the plans and specifications shall be available at the field office at all times that the work is in progress.

*Note: Not Applicable for Resurfacing projects unless otherwise noted in Bid Schedule.*

**GC-111. PROJECT SIGNS**

- 1 The Contractor shall furnish and erect portable three (3) project signs for each task order and additional signs as per project funding source (if required).
  - i. Augusta Engineering Project Sign
  - ii. Funding Specific project Sign
- 2 The contractor may remove the sign at completion of the task order.

*Note: Not Applicable for Resurfacing projects*

**GC-112. IRRIGATION**

- 1 The Contractor shall be responsible for water tap and acquiring water meter from Augusta Utilities Department.
- 2 The contractor shall be responsible to maintain the water and power service to controller for period of 30 days or until city representative inspect and approve.
- 3 All irrigation backflow device shall be RPZ and must comply with Augusta Utilities Department Standards.

**GC-113. UTILITY CONTRACTOR LICENSE**

- 1 Augusta Engineering Department requires the contractor and subcontractor to pose a utility license for the projects that has storm drainage work.

**SECTION 7**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**SPECIAL PROVISION**

**Section 150—Traffic Control**

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**150.01 GENERAL**

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

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

The needs and control of all road users (motorists, bicyclists and pedestrians within the highway right-of-way and easements, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

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

**A. WORKER SAFETY APPAREL**

All workers, including emergency responders, within the right-of-way who are exposed either to traffic (vehicles using the highway for purpose of travel) or to work vehicles and construction equipment within the TTC zone shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication

entitled "American National Standard for High-Visibility Safety Apparel and Headwear", or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Emergency and incident responders and law enforcement personnel within the TTC zone may wear high-visibility safety apparel that meets the performance requirements of the ANSI/ISEA 207-2006 publication entitled "American National Standard for High-Visibility Public Safety Vests", or equivalent revisions, and labeled as ANSI 207-2006, in lieu of ANSI/ISEA 107-2004 apparel. Firefighters or other emergency responders working within the right-of-way and engaged in emergency operations that directly expose them to flame, fire, heat, and/or hazardous material may wear retroreflective turn-out gear that is specified and regulated by other organizations, such as the National Fire Protection Association.

## **B. WORKSITE TRAFFIC CONTROL SUPERVISOR**

ALL HIGHWAYS (ADDITIONAL REQUIREMENTS BELOW FOR INTERSTATES): The Contractor shall designate a qualified individual as the Worksite Traffic Control Supervisor (WTCS) who shall be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the MUTCD. A written resume documenting the experience and credentials of the WTCS shall be submitted and accepted by the Engineer prior to beginning any work that involves traffic control. The WTCS shall be available on a twenty-four (24) hour basis to perform his duties. If the work requires traffic control activities to be performed during the daylight and nighttime hours it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be accepted by the Engineer prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor's traffic control responsibilities shall have priority over all other assigned duties.

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

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

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

The WTCS shall regularly perform inspections to ensure that traffic control is maintained. Unless modified by the special conditions or by the Engineer, routine deficiencies shall be corrected within a twenty-four (24) hour period. Failure to comply with these provisions shall be grounds for dismissal from the duties of WTCS and/or removal of the WTCS from the project. Failure of the WTCS to execute his duties shall be considered as nonperformance under [Subsection 150.08](#).

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

On projects where traffic control duties will not require full time supervision, the Engineer may allow the Contractor's Project Superintendent to serve as the WTCS as long as satisfactory results are obtained.

### **CERTIFIED WORKSITE TRAFFIC CONTROL SUPERVISOR**

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

Any work performed on the interstate or limited access highway right-of-way that requires traffic control shall be supervised by the Certified Worksite Traffic Control Supervisor. No work requiring traffic control shall be performed unless the certified WTCS is on the worksite. Failure to maintain a Certified Worksite Traffic Control Supervisor on the work will be considered as non-performance under Subsection 150.08.

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

### **C. TRAFFIC CONTROL DEVICES**

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

### **D. REFLECTORIZATION REQUIREMENTS**

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

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

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

All other signs shall meet the requirements of ASTM Type III or IV except for "Pass With Care" and "Do Not Pass" signs which may be ASTM Type I unless otherwise specified.

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

## **E. IMPLEMENTATION REQUIREMENTS**

No work shall be started on any project phase until the appropriate traffic control devices have been placed in accordance with the Project requirements. Changes to traffic flow shall not commence unless all labor, materials, and equipment necessary to make the changes are available on the Project.

When any shift or change is made to the location of traffic or to the flow patterns of traffic, including pedestrian traffic, the permanent safety features shall be installed and fully operational before making the change. If staging or site conditions prevent the installation of permanent features then the equivalent interim devices shall be utilized. This work shall also include any necessary removal and reinstallation of guardrail panels to achieve the required panel lap to accommodate the appropriate shift and traffic flow including the final traffic flow configuration (The cost of performing this work shall be included in Traffic Control-Lump Sum).

Any section of the work that is on new location shall have all permanent safety features installed and fully operational before the work is opened to traffic. Safety features shall include but are not limited to the following items:

1. Guardrail including anchors and delineation with properly lapped panels
2. Impact attenuators
3. Traffic signals
4. Warning devices
5. Pavement markings including words, symbols, stop bars, and crosswalks
6. Roadway signs including regulatory, warning, and guide

Outdoor lighting shall be considered as a safety feature for welcome centers, rest areas, and weigh station projects. For typical roadway type projects new street lighting is not considered a safety feature unless specifically noted in the plans or in the special conditions.

## **F. MAINTENANCE OF TRAFFIC CONTROL DEVICES**

Traffic control devices shall be in acceptable condition when first erected on the project and shall be maintained in accordance with [Subsection 104.05](#) throughout the construction period. All unacceptable traffic control devices shall be replaced within 24 hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic. All construction warning signs shall be removed within seven calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

## **G. TRAFFIC INTERRUPTION RESTRICTIONS**

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

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

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

If the work is suspended, the Contractor may submit a request for additional contract time as allowed under Section 108. The Department will review the request and may grant additional contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, rental of equipment or delays to the Contractor's schedule will not be considered for payment. Additional contract time will be the only consideration granted to the Contractor.

## **H. SEQUENCE OF OPERATIONS**

Any Sequence of Operations provided in this Contract in conjunction with any staging details which may be shown in the plans, is a suggested sequence for performing the Work. It is intended as a general staging plan for the orderly execution of the work while minimizing the impact on 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 not longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of [Subsection 150.02.B.4.](#)

As an option to the Sequence of Operations in the Contract, the Contractor may submit an alternative Sequence of Operations for review and approval. 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 crosssection 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.

## **150.02 TEMPORARY TRAFFIC CONTROL (TTC) ZONES:**

### **A. DEVICES AND MATERIALS:**

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

#### **1. Portable Advance Warning Signs**

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

#### **2. Arrow Panels**

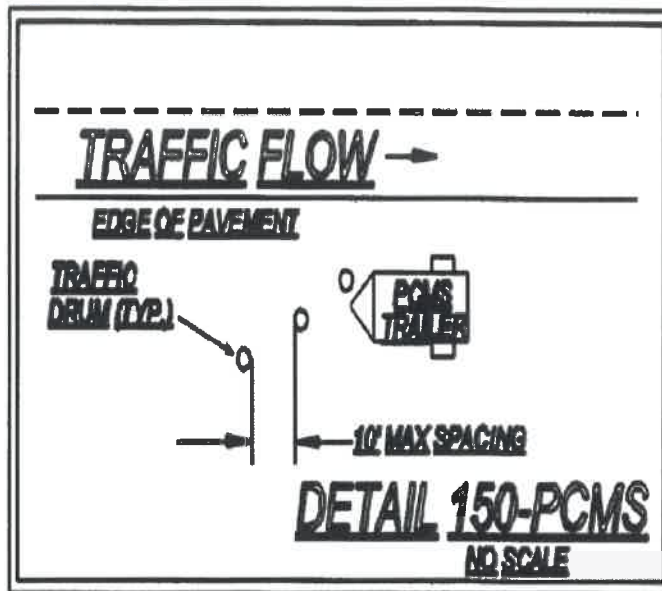
Portable sequential or flashing arrow panels as shown in the Plans or Specifications for use on Interstate or multi-lane highway lane closure only, shall be a minimum size of 48" high by 96" wide with not less than 15 lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow 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 can not occur. To assure that the appropriate operating pattern including timing is displayed to the traveling public, regular inspections including the use of accurate timing devices shall be made by the Worksite Traffic Control Supervisor. If at any time any part of the system fails to operate within these requirements then the use of the signal shall be suspended and the appropriate flagging operation shall begin immediately.

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

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

The Contractor shall have an alternate 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.

## 2. REDUCING THE SPEED LIMIT IN A HIGHWAY WORK ZONE:

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

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

Speed Limit signage (R2-1) for the reduced speed limit shall be erected at the beginning of the work zone. Additional signs shall be placed to ensure that the maximum spacing of the reduced speed limit signs shall be no greater than one (1) mile apart. Existing speed limit signs shall be covered or removed. On multi-lane divided highways the speed limit signs shall be double indicated when the reduced speed is in use.

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

- a) Lane closure(s) of any type and any duration.
- b) The difference in elevation exceeds two inches adjacent to a travel lane as shown in [Subsection 150.06](#), [Detail 150-B](#), [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.

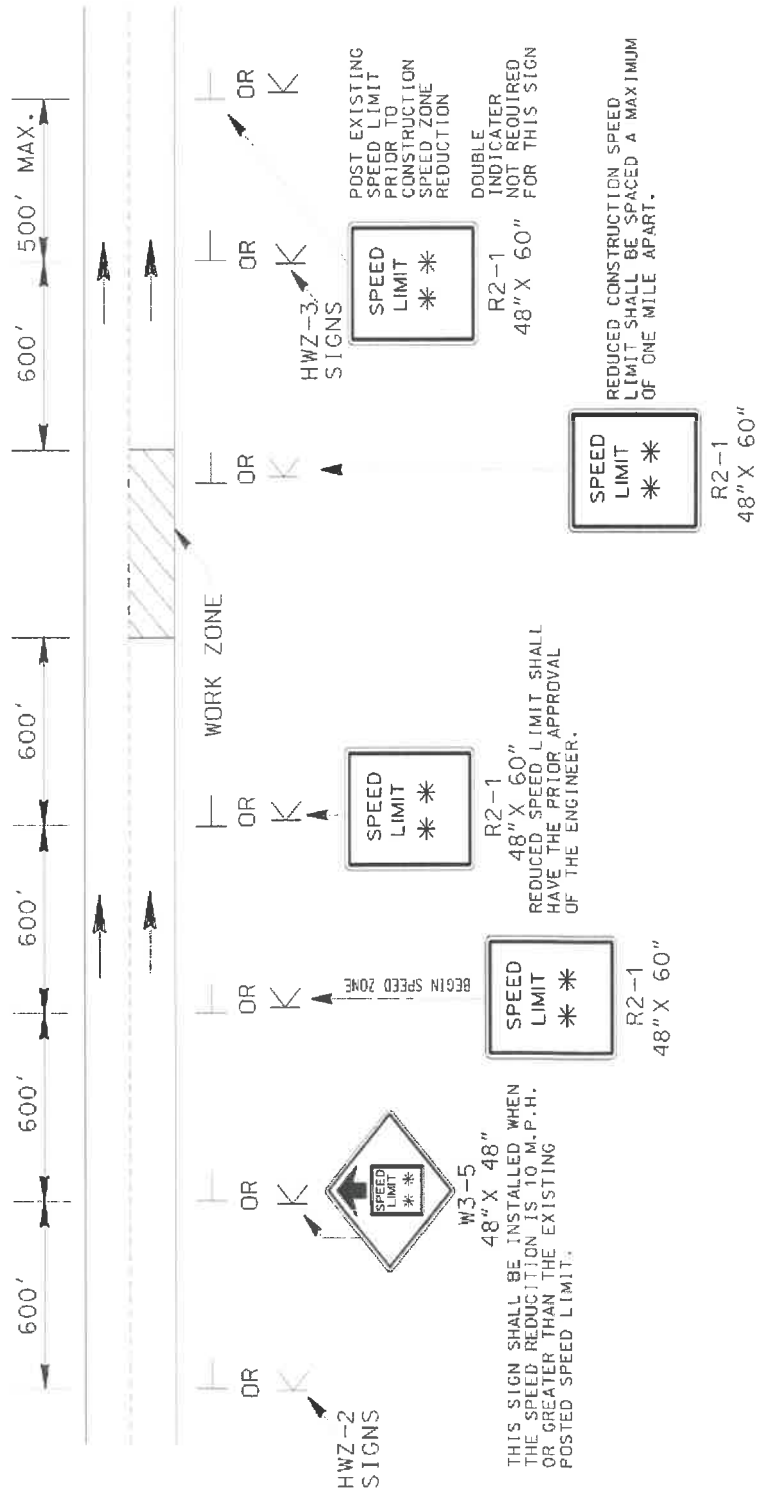
All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left

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 nonperformance under Subsection 150.08.

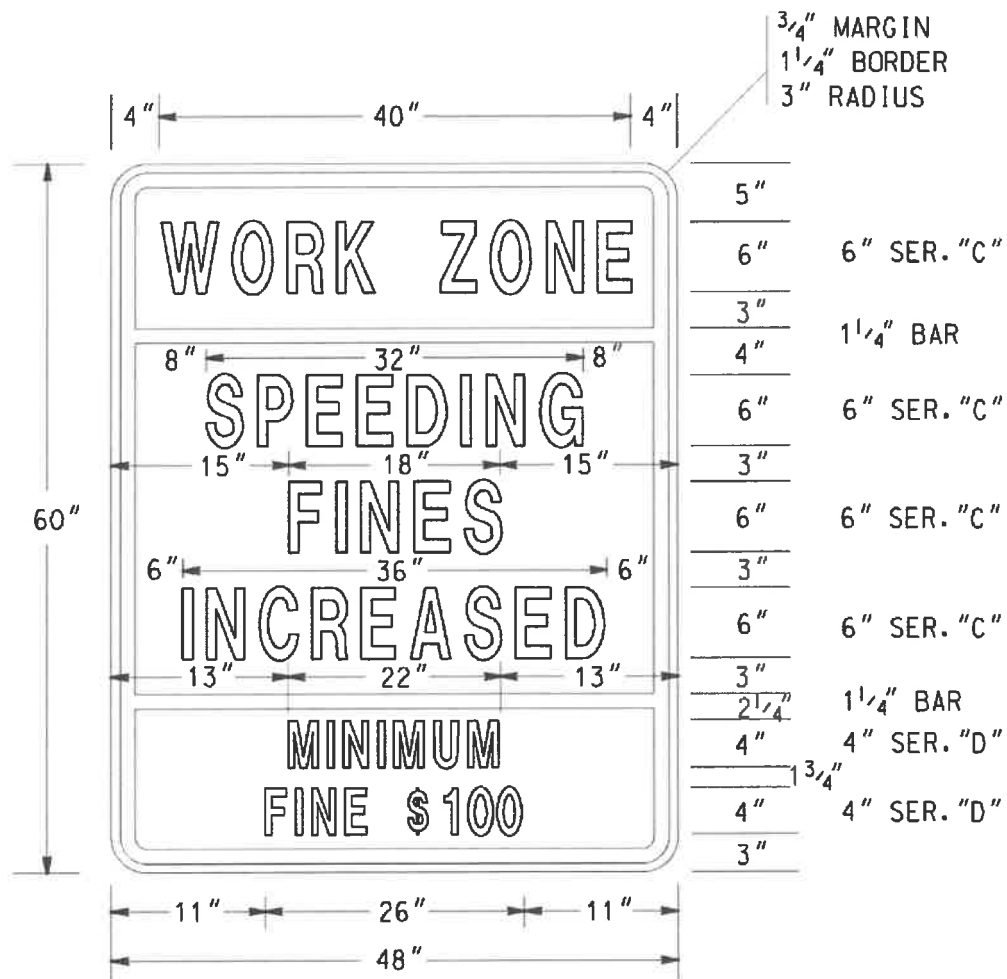
SPEED LIMIT REDUCTION FOR HIGHWAY WORK ZONE  
 INTERSTATE AND MULTI-LANE DIVIDED HIGHWAY SIGNING SHALL BE  
 DOUBLE INDICATED (RIGHT SHOULDER AND MEDIAN SHOULDER)



ALL INTERSECTING ROADWAYS SHALL BE SIGNED WITH A HWZ-2 SIGN TO WARN MOTORIST ENTERING THE HIGHWAY WORK ZONE.  
 INTERSTATE AND MULTI-LANE HIGHWAY SIGNING SHALL BE DOUBLE INDICATED (RIGHT SHOULDER AND MEDIAN SHOULDER).

SIGN SIZES SHOWN ARE FOR INTERSTATE AND MULTI-LANE DIVIDED HIGHWAY. FOR OTHER HIGHWAYS USE STANDARD SIZE SIGNS AS PER THE M.U.T.C.D. EXCEPT HWZ-2 AND HWZ-3 SIGNS.

DETAIL 150-HWZ-1



HWZ-2

COLORS

TOP PANEL

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - FLUORESENT ORANGE

(ASTM TYPE VII, VIII, IX or X)

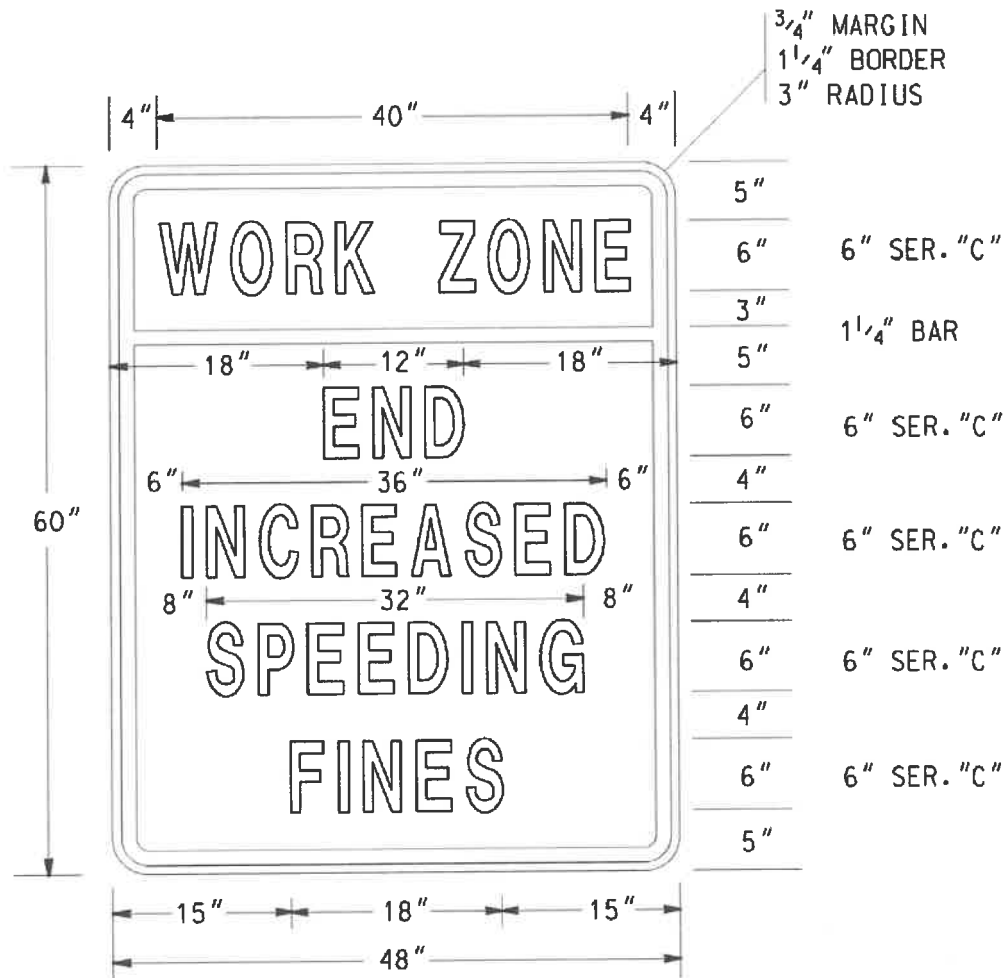
MIDDLE & BOTTOM PANELS

LEGEND & BORDER - BLACK (NON-REFL)

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

NOTES:

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



HWZ-3

COLORS

TOP PANEL

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - FLUORESENT ORANGE

(ASTM TYPE VII, VIII, IX or X)

BOTTOM PANEL

LEGEND & BORDER - BLACK (NON-REFL)

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

NOTES:

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

## **C. LANE CLOSURES:**

### **1. Approval/Restrictions**

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

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

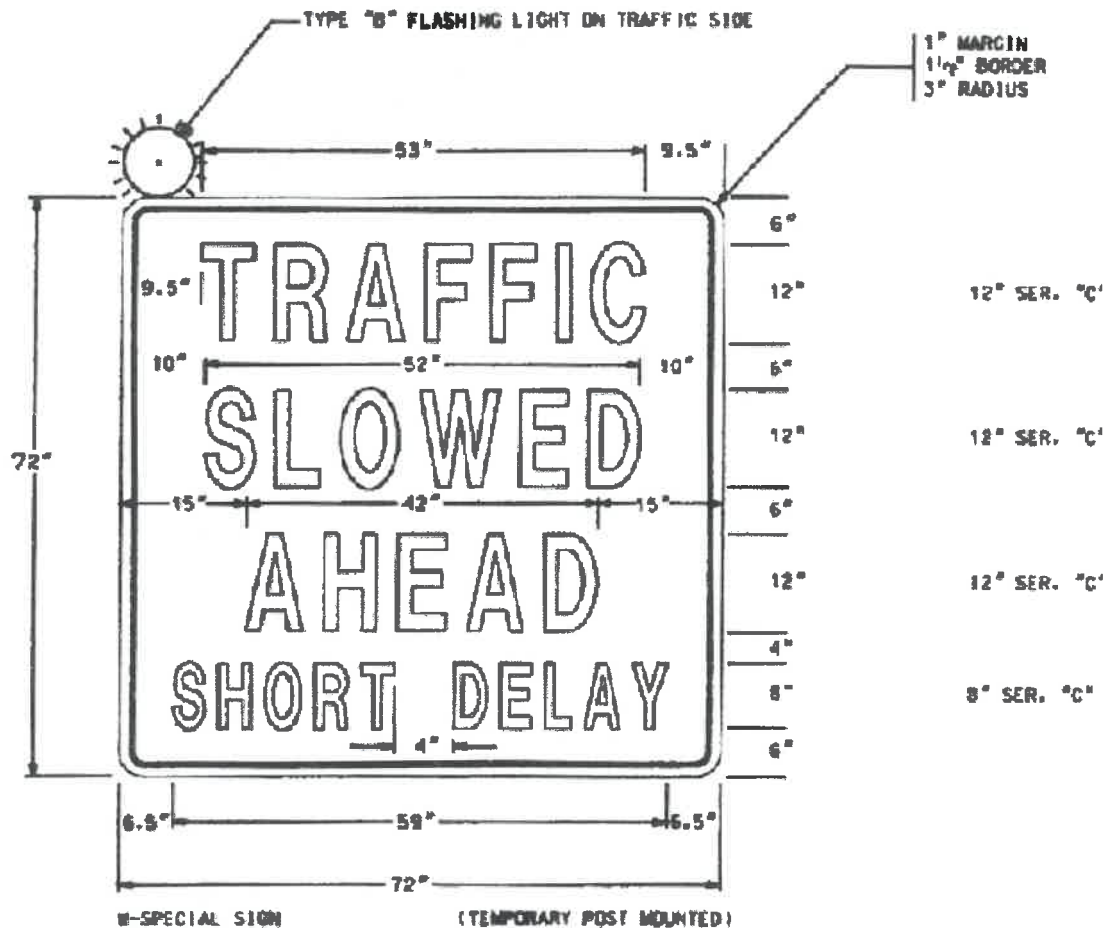
Pilot vehicles shall travel at a safe pace speed, desirably not less than 20 mph interstate and 10 mph non-interstate. The Contractor shall provide a vehicle to proceed in front of the police vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared 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 twoway radio shall be posted at the sign, and upon notice that the traffic is to be paced shall turn on the flashing light and reveal the sign. When traffic is not being paced, the flashing light shall be turned off and the sign covered or removed. W-special signs are reflectorized black on orange, Series "C" letter and border of the size specified.



SIGN SHALL HAVE BLACK LEGEND AND BORDER ON ORANGE REFLECTORIZED BACKGROUND

**DETAIL 150-A**

**E. CONSTRUCTION VEHICLE TRAFFIC**

The Contractor's vehicles shall travel in the direction of normal roadway traffic and shall not reverse direction except at intersections, interchanges, or approved temporary crossings. The Contractor may submit a plan requesting that construction traffic be allowed to travel in the opposite direction of normal traffic when it would be desirable to modify traffic patterns to accommodate specific construction activities.

Prior approval of the Engineer shall be obtained before any construction traffic is allowed to travel in a reverse direction. If the Contractor's submittal is approved the

construction traffic shall be separated from normal traffic by appropriate traffic control devices.

#### **F. ENVIRONMENTAL IMPACTS TO THE 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.

### **150.03 SIGNS:**

#### **A. SIGNING REQUIREMENTS OF THE TEMPORARY TRAFFIC CONTROL (TTC) PLAN**

When existing regulatory, warning or guide signs are required for proper traffic and pedestrian control the Contractor shall maintain these signs in accordance with the temporary traffic control (TTC) plan. The Contractor shall review the status of all existing signs, interim signs added to the work, and permanent sign installations that are part of the work to eliminate any conflicting or non-applicable signage in the TTC Plan. The Contractor's review of all signs in the TTC Plan shall establish compliance with the requirements of the MUTCD and Section 150. Any conflicts shall be reported to the Engineer immediately and the WTCS shall take the necessary measures to eliminate the conflict.

The Contractor shall make every effort to eliminate the use of interim signs as soon as the Work allows for the installation of permanent signs.

All existing illuminated signs shall remain lighted and be maintained by the Contractor.

Existing street name signs shall be maintained at street intersections.

#### **B. CONFLICTING OR NON-APPLICABLE SIGNS**

Any sign(s) or portions of a sign(s) that are not applicable to the TTC plan shall be covered so as not to be visible to traffic or shall be removed from the roadway when not in use. The WTCS shall review all traffic shifts and changes in the traffic patterns to ensure that all conflicting signs have been removed. The review shall confirm that the highest priority signs have been installed and that signs of lesser significance are not interfering with the visibility of the high priority signs. High priority signs include signs for road closures, shifts, detours, lane closures and curves. Any signs, such as speed zones and speed limits, passing zones, littering fines and litter pick up, that reference activities that are not applicable due to the presence of the Work shall be removed, stored and reinstalled when the Work is completed.

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under [Subsection 150.08](#).

### **C. REMOVAL OF EXISTING SIGNS AND SUPPORTS**

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be stored and protected if this material will be required later in the work as part of the TTC plan. If the signs are not to be utilized in the work then the signs will become the property of the Contractor unless otherwise specified in the contract documents.

### **D. INTERIM GUIDE, WARNING AND REGULATORY SIGNS**

Interim guide, warning, or regulatory signs required to direct traffic and pedestrians shall be furnished, installed, reused, and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, Special Conditions, or as directed by the Engineer. These signs shall remain the property of the Contractor. The bottom of all interim signs shall be mounted at least seven (7') feet above the level of the pavement edge when the signs are used for long-term stationary operations as defined by Section 6G.02 of the MUTCD. Special Conditions under Subsection 150.11 may modify this requirement.

Portable signs may be used when the duration of the work is less than three (3) days or as allowed by the special conditions in Subsection 150.11. Portable signs shall be used for all punchlist work. All portable signs and sign mounting devices utilized in work shall be NCHRP 350 compliant. Portable interim signs shall be mounted a minimum of one (1') foot above the level of the pavement edge for directional traffic of two (2) lanes or less and a minimum of seven (7') feet for directional traffic of three (3) or more lanes. Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements. Portable interim signs which are mounted at less than seven (7') feet in height may have two 18 inch x 18 inch fluorescent red-orange or orange-red warning flags mounted on each sign.

All regulatory sign blanks shall be rigid whether the sign is mounted as a portable sign, on a Type III barricade or as a permanent mount height sign.

Any permanent mount height interim sign that is designed to fold in half to cover a non-applicable message on the sign shall have reflectorized material on the folded over portion of the sign. The reflectorized material shall be orange in color with a minimum of ASTM Type I engineering grade sheeting with a minimum area of six inches by six inches (6" x 6") facing the direction of traffic at all times when the sign is folded.

Interim signs may be either English or metric dimensions.

## **E. EXISTING SPECIAL GUIDE SIGNS**

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of [Subsection 150.03.E.2](#). Differing legend designs shall not be mixed in the same sign.

### **1. Special Guide Signs**

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

### **2. Interim Special Guide Signs**

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Part 2E "Guide Signs Expressway" and Part 2F "Guide Signs Freeways" of the MUTCD, except that the minimum size of all letters and numerals in the names and places, streets and highways on all signs shall be 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:**

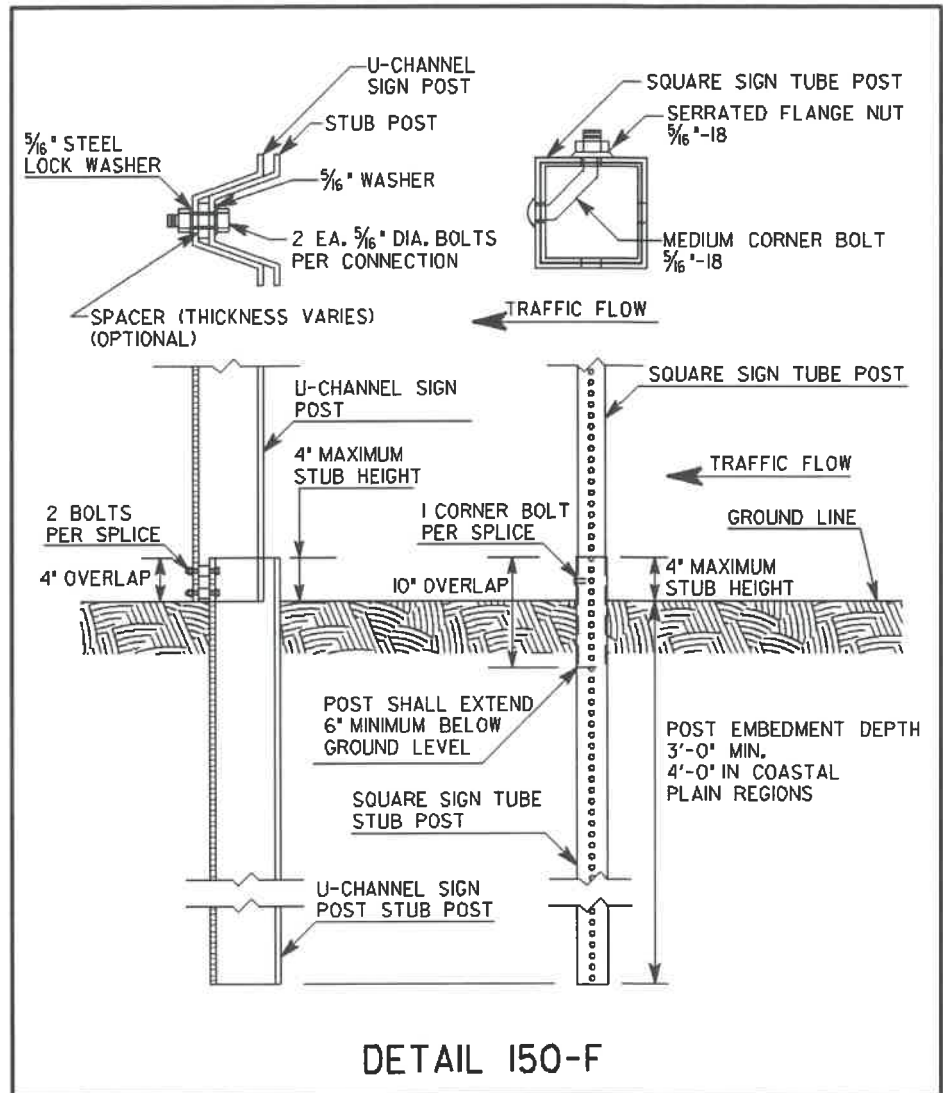
#### **1. Posts**

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 workzone should be held to the minimum length required to accomplish the work. If a project has multiple individual worksites within the overall limits of the project, each site should be signed individually if the advance warning signs for each site can be installed without overlapping an adjacent worksite. As soon as the work is completed at any individual site the warning signs shall be removed from that site. Clean-up work and punchlist work shall be performed with portable signage.

Project mileage indicated on the G20-1 sign shall be the actual project mileage rounded up to the nearest whole mile. Projects less than two (2) miles in length or individual worksites that are part of a multiple worksite project may delete this sign. The G20-1 sign shall be 60" X 36" and the G20-2 sign shall be 48" X 24".

## **2. Interstate, Limited Access And Multilane Divided Highways**

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multilane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the 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 ½ MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES shall be in place when the 500, 1000 and 1500 feet signs are temporarily covered.

When the temporary traffic control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 should be eliminated.

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

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the accel/decel lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1; 1500ft. /1000 ft. /500ft.) shall be installed on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single 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.

## **150.04 PAVEMENT MARKINGS**

### **A. GENERAL**

Full pattern pavement markings in accordance with [Section 652](#) and in conformance with Section 3A and 3B, except 3B.02, of the MUTCD are required on all courses before the roadway is opened to traffic. No passing zones shall be marked to conform to [Subsection 150.04.E](#). During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgement 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 blackout paint will not be permitted under any circumstance to correct layout errors on any final surface.

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

participate in any cost increase that may result from implementing the proposed alternate method.

**PAY FACTOR REDUCTION FOR ASPHALTIC CONCRETE FINAL SURFACES:** When the correction of an error in the layout of the final pavement markings requires the final surface to be grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

The eradication of pavement markings on intermediate and final concrete surfaces shall be accomplished by a method that does not grind, polish, or blemish the surface of the concrete. The method used for the removal of the interim markings shall not spall chip the joints in the concrete and shall not damage the sealant in the joints. Any joint or sealant repairs shall be included in the bid price for Traffic Control-Lump Sum. The proposed method of removal shall have the prior approval of the Engineer.

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance under [Subsection 150.08](#).

**PREPARATION AND PLANNING FOR TRAFFIC SHIFTS:** When shifting of traffic necessitates removal of centerline, lane lines, or edge lines, all such lines shall be removed prior to, during, or immediately after any change so as to present the least interference with traffic. Interim traffic marking tape shall be used as a temporary substitute for the traffic markings being removed.

Before any change in traffic lane(s) alignment, marking removal equipment shall be present on the project for immediate use. If marking removal equipment failures occur, the equipment shall be repaired or replaced (including leasing equipment if necessary), so that the removal can be accomplished without delay.

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with [Subsection 656.3.05](#).

#### **D. RAISED PAVEMENT MARKERS**

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

Raised pavement markers are not allowed on the right edge lines under any situation.

### **1. Interstate Highways**

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

### **2. Multi-Lane Divided Highways**

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

#### **a. SUPPLEMENTING LANE LINES**

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 feet distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

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

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Research but in no case will the markers be attached by the use of nails. Flexible reflective markers, Type 14

or Type 15, may be used for a maximum of fourteen (14) calendar days as an interim marker. Any flexible reflective markers in use shall be from the qualified products list (QPL).

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

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

Passing zones shall be re-established in the locations existing prior to resurfacing. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three 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 nopassing 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).

## **150.05 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  $\frac{1}{2}$  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.

**150.06 DIFFERENCES IN ELEVATION BETWEEN TRAVEL LANES AND SHOULDERS (SEE [SUBSECTION 150.06.G](#) FOR PROJECTS CONSISTING PRIMARILY OF ASPHALTIC CONCRETE RESURFACING ITEMS)**

Any type of work such as paving, grinding, trenching, or excavation that creates a difference in elevation between travel lanes or between the travelway and the shoulder shall not begin until the Contractor is prepared and able to continuously place the required typical section to within two inches (2") of the existing pavement elevation. For any areas that the two 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 24hour 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 nonperformance 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**

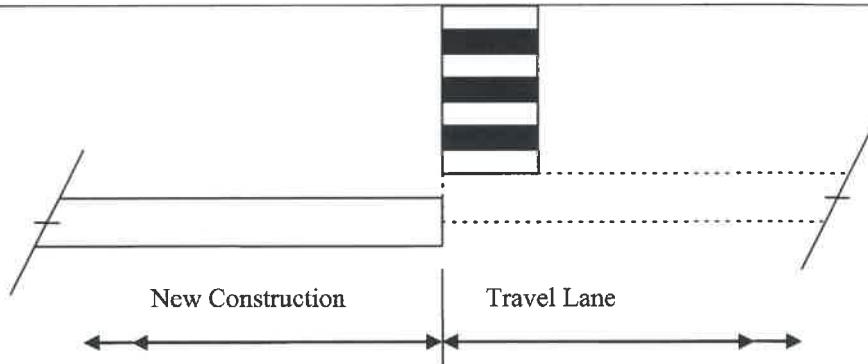
**SHOULDER CONSTRUCTION INCLUDED AS A PART OF THE CONTRACT:** When the placement of asphaltic concrete materials creates a difference in elevation greater than two (2") inches between the earth shoulder (grassed or un-grassed) and the edge of travelway or between the earth shoulder and a paved shoulder 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.

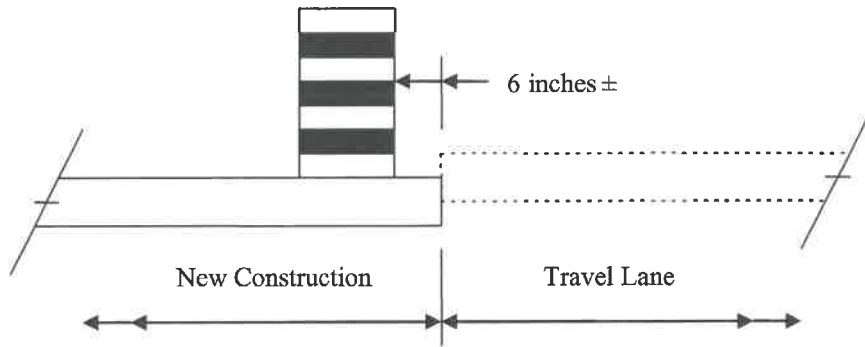
<p>Location of drums when Elevation Difference exceeds 4 inches. Drums spaced at 20 foot intervals.  <b>Note:</b> If the travel way width is reduced to less than 10 feet by the use of drums, vertical panels shall be used in lieu of drums.</p>
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ELEVATION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

DETAIL 150-B

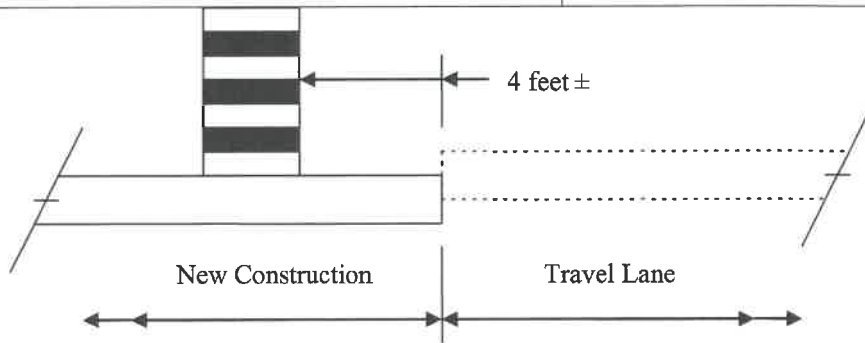
Drums spaced at 40 foot intervals.	Location of drums when Elevation Difference is 2+ inches to 4 inches.
------------------------------------	---



ELEVATION DIFFERENCE 2+ to 4 inches

DETAIL 150-C

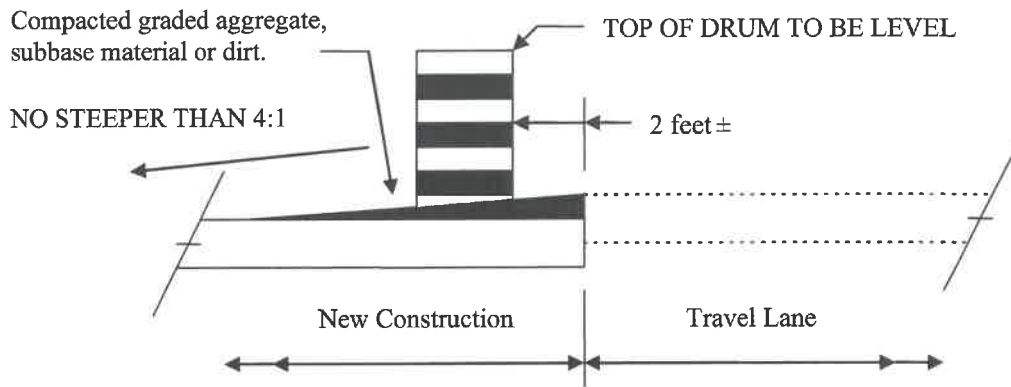
Drums spaced at 80 foot intervals.	Location of drums when Elevation Difference is 2 inches or less.
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ELEVATION DIFFERENCE OF 2 INCHES OR LESS

DETAIL 150-D

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

DETAIL 150-E

**150.07 FLAGGING AND PILOT CARS:**

**A. FLAGGERS**

Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.

**B. FLAGGER CERTIFICATION**

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from 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, yellowgreen, 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.

**150.08 ENFORCEMENT**

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

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

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

## **150.09 MEASUREMENT**

### **A. TRAFFIC CONTROL**

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

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

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the 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 No. 150. Traffic Control, Raised Pavement Markers-All Types.	per Each
Item No. 150. Interim Ground Mounted Special Guide Signs ..... Foot	per Square
Item No. 150. Interim Overhead Special Guide Signs .....	per Square Foot
Item No. 150. Remove & Reset Existing Special Guide Signs, Ground Mount, Complete in Place .....	per Each
Item No. 150. Remove & Reset, Existing Special Guide Signs, Overhead, Complete in Place .....	per Each
Item No. 150. Traffic Control, Portable Impact Attenuator.....	per Each
Item No. 150. Traffic Control, Pavement Markers, Words and Symbols .....	per Square Foot
Item No. 150. Traffic Control, Pavement Arrow (Painted) with	

Raised Reflectors .....	per Each
Item No. 150. Traffic Control, Workzone Law Enforcement.....	per Hour
Item No. 150. Modify Special Guide Sign, Ground Mount.....	per Square Foot
Item No. 150. Modify Special Guide Sign, Overhead.....	per Square Foot
Item No. 150. Temporary Walkways With Detectable Edging.....	per Linear foot
Item No. 150. Temporary Curb Cut Wheelchair Ramps.....	per Each
Item No. 150. Temporary Audible Information Device.....	per Each
Item No. 620. Temporary Barrier.....	per Linear Foot
Item No. 632. Changeable Message Sign, Portable .....	per Each
Item No. 641. Temporary Guardrail Anchorage, Type 12 .....	per Each
Item No. 647. Traffic Signal Installation, Temp .....	Lump Sum
Item No. 647. Flashing Beacon Assembly, Structure Mounted .....	per Each
Item No. 647. Flashing Beacon Assembly, Cable Supported .....	per Each

## SECTION 8

### SPECIAL PROVISIONS-FEDERAL

#### Applicable Only if Project or Task Order Funding Includes Federal Funds

1. **Access to Records.** The following access to records requirements apply to this Agreement in addition to any requirements that may be elsewhere imposed:
  - 1.1. Consultant agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
  - 1.2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 1.3. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
  - 1.4. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to City or any authorized or designated federal representative.
2. **Environmental Compliance.**
  1. Consultant shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
  - 1.5. Consultant shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
  - 1.6. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
  - 1.7. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.).
3. **Contract Work Hours and Safety Standards Act.**
  - 1.8. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - 1.9. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this

section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

1.11. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3.3.1) through (3.3.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3.3.1) through (3.3.4) of this section.

**4. Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:**

1.12. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1.13. 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 to be provided setting forth the provisions of this nondiscrimination clause.

1.14. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.15. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

1.16. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.17. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 1.18. The contractor will 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.
- 1.19. In the event of the contractor's noncompliance 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 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 may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.20. The contractor will include the portion of the sentence immediately preceding paragraph 2.4.1 and the provisions of paragraphs 4.4.1 through 4.4.8 in every 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 24, 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 United States to enter into such litigation to protect the interests of the United States. The applicant 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, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and 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.

The applicant 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 contractor 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 administering agency 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 administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- 1.21. If Consultant intends to subcontract any portion of the work covered by this Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 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;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **6. Immigration and Nationality Act.**

- 1.22. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act.

## **7. Administrative Remedies for False Claims and Statements.**

- 1.23. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

## **8. Remedies.**

- 1.24. If any work performed and/or goods delivered by Consultant fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, City may in its sole discretion:
- elect to have Consultant re-perform or cause to be re-performed, at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement;
  - in the case of goods, reject the goods and require Consultant to provide replacement goods that meet the needs of City and the terms of the Agreement;
  - hire another contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Consultant; or
  - pursue and obtain any and all other available legal or equitable remedies.
- 1.25. This Section shall in no way be interpreted to limit City's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

## **9. Compliance with Applicable Laws.**

- 1.26. Consultant agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between City and FEMA and/or the State of Texas and any of its agencies if applicable.
- 1.27. The Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

## **10. Suspension and Debarment**

- 1.28. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the

name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).

- This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **11. Byrd Anti-Lobbying Amendment.**

- 1.29. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_ Date \_\_\_\_\_

Signature

Name:

Title: