



CITY OF DAHLONEGA

City Council Meeting - Revised Agenda

April 07, 2025, 6:00 PM

Gary McCullough Chambers, Dahlongega City Hall

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 706-864-6133.

Vision - Dahlongega will be the most welcoming, thriving, and inspiring community in North Georgia

Mission Statement - Dahlongega, a City of Excellence, will provide quality services through ethical leadership and fiscal stability, in full partnership with the people who choose to live, work, and visit. Through this commitment, we respect and uphold our rural Appalachian setting to honor our thriving community of historical significance, academic excellence, and military renown.

CALL TO ORDER

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Intergovernmental Agreement (IGA) with Lumpkin County regarding the 2025 Municipal Election for the City of Dahlongega
Rhonda Hansard, City Clerk

PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

APPROVAL OF MINUTES

1. Regular Meeting of March 3, 2025
Rhonda Hansard, City Clerk
2. Retreat of March 14 and March 15, 2025
Rhonda Hansard, City Clerk
3. Work Session of March 17, 2025
Rhonda Hansard, City Clerk

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

1. Proclamation declaring 2025 as the 100th Anniversary Year of Camp Glisson
JoAnne Taylor, Mayor
2. Joint Proclamation declaring the month of April 2025 as *Child Abuse Prevention Month* in the City of Dahlongega and Lumpkin County, Georgia
JoAnne Taylor, Mayor
3. Proclamation declaring April 21 through April 26, 2025 as *Georgia Cities Week* in Dahlongega, Georgia
JoAnne Taylor, Mayor

ANNOUNCEMENTS

CITY REPORTS

1. Financial Report - February 2025
Allison Martin, City Manager

ORDINANCES AND RESOLUTIONS

1. Ordinance 2025-3
Doug Parks, City Attorney
2. Change to Open Container Footprint for the Downtown Development Authority's First Friday Concert Series 2025
Doug Parks, City Attorney / Ariel Alexander, Downtown Development Authority Director

CONTRACTS AND AGREEMENTS

1. Authorization to provide the Mayor with discretion to perform final negotiations and execute the Agreement between Owner and Contractor for Construction Contract with Strickland & Sons Pipeline, Inc. (GDOT PI 0016629 / Morrison Moore Pedestrian Bridge & Sidewalk)
Mark Buchanan, City Engineer

OTHER ITEMS

1. Dahlonaga Revitalization Plan
KB Advisory Group

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

City Manager Comments

City Attorney Comments

City Council Comments

Mayor Comments

ADJOURNMENT

Guideline Principles - The City of Dahlonaga will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonaga commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!

STATE OF GEORGIA
COUNTY OF LUMPKIN

INTERGOVERNMENTAL AGREEMENT BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA RELATING TO THE 2025 MUNICIPAL ELECTION FOR THE CITY OF DAHLONEGA

THIS AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS PURSUANT TO GEORGIA ELECTION CODE SECTION 21-2-45(c) (the "Agreement") is made and entered into by and between **CITY OF DAHLONEGA, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"). This Agreement is joined by the Lumpkin County Board of Elections and Registration to the fullest extent required by the laws of the State of Georgia.

W I T N E S S E T H:

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) thereof, the City may by ordinance authorize the County to conduct such elections as the City deems necessary and expedient, and the City has previously adopted such an ordinance; and

WHEREAS, the City desires to contract with County, subject to the approval of the Lumpkin County Board of Elections and Registration, to conduct the 2025 General Municipal Election to be held on November 4th, 2025; and

WHEREAS, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise the 2025 General Municipal Election to be held on November 4th, 2025 for the City upon the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement was presented and approved at meetings of the governing authorities of both the County and the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings of the parties hereto the City and County agree as follows:

1.

With respect to the 2025 Municipal General Election to be held November 4th, 2025, the Lumpkin County Board of Elections and Registration shall conduct the election for the City at the Office of the Lumpkin County Board of Elections and Registration as the fixed polling place as determined by the Lumpkin County Board of Elections and Registration.

2.

The Lumpkin County Board of Elections and Registration shall perform all duties as set forth and labeled as “County” in Exhibit A attached hereto and incorporated herein by reference. The Lumpkin County Board of Elections and Registration shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as “County”. The City shall perform all duties as set forth and labeled as “City” in Exhibit A attached hereto and incorporated herein by reference. The City shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as “City.”

3.

The City shall reimburse the County for the expenses incurred by the County and its Board of Elections and Registration associated with the 2025 Municipal General Election and to be held on November 4th, 2025, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct said election. Such expenses shall be submitted to the City within sixty (60) days of the conclusion of the election covered by this agreement, and such expenses shall be paid by the City within thirty (30) days of the date of such invoice.

4.

As a part of the duties of the Lumpkin County Board of Elections and Registration, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided however, that the Lumpkin County Board of Elections and Registration shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A.

5.

The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2025 General Municipal Election; all such services shall be furnished by the City at no cost to the County. Notwithstanding the foregoing, in the event that the Board of Elections and Registration is required to hear any challenge(s) regarding the November General Municipal Election of whatever kind (e.g. challenge to candidacy or to electors, etc.), the Board of Elections and Registration shall have the right to be advised and represented by its legal counsel, and the City

shall, within thirty (30) days of request from the Board of Elections and Registration, fully reimburse the County any and all legal fees and other costs and expenses incurred by it (through its Board of Elections and Registration) in connection with all such challenge(s). It is additionally understood and agreed that the City shall be solely responsible for obtaining preclearance, if any, required by law from the U.S. Department of Justice in connection with the 2025 General Municipal Election.

In the event the County or its Board of Elections and Registration is named in any complaint or lawsuit involving the 2025 General Municipal Election, the County or its Board of Elections and Registration shall have the right to be advised and represented by its own legal counsel, and the City shall, within thirty (30) days of request from the County or its Board of Elections and Registration, fully reimburse the County for any and all legal fees and other costs and expenses incurred by the County and its Board of Elections and Registration in connection with all such complaint or lawsuit.

6.

The Contract may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract no fewer than ninety (90) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board of Elections and Registration through the date of termination shall be paid by the City no later than thirty (30) days following the date of termination of the Contract.

7.

In all events, all elections conducted for the City by the Lumpkin County Board of Elections and Registration shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

8.

This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County (and its Board of Elections and Registration) and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

9.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first written above.

LUMPKIN COUNTY, GEORGIA

ATTEST:

By: _____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Melissa Witcher, County Clerk
Lumpkin County

CITY OF DAHLONEGA

ATTEST:

By: _____
JoAnne Taylor, Mayor
City of Dahlonega

Rhonda Hansard, City Clerk
City of Dahlonega

**LUMPKIN COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

ATTEST:

By: _____
Mary Fullard, Chairperson
Lumpkin County Board of Elections

Ashley Peck, Supervisor of Elections
Lumpkin County Board of Elections

MUNICIPAL ELECTION STRUCTURE

PERSONNEL	AFFILIATION	DUTIES
CITY QUALIFYING OFFICER	City	Advertise All Required Qualifying Notices
CITY ATTORNEY	City	Advertise Call for Special Election to be Held in Conjunction with General Election (if applicable)
CITY ATTORNEY	City	DOJ approval for Special Election (if applicable)
CITY QUALIFYING OFFICER	City	Candidate Qualification: All candidate qualification and Ethics/Financial Filings will be the responsibility of the City. The City will provide the Board of Elections a list of all qualified candidates to be placed on the ballot.
CITY ATTORNEY	City	Special Election Ballot Wording: The City will provide the Board of Elections the wording of all special election questions to be placed on the ballot.(if applicable)
COUNTY ELECTION SUPERINTENDENT	County	Absentee Inventory/Election Supplies
	County	Design Ballot
	County	Create Ballot Database
	County	Print OS Ballots; Absentee/Provisional/Challenged
COUNTY ELECTION SUPERINTENDENT	County	Election Management System: Upload Database & Memory Cards Voting Equipment: Logic & Accuracy Procedure (L&A)
COUNTY ELECTION SUPERINTENDENT	County	Publish Logic & Accuracy Notice
COUNTY ELECTION SUPERINTENDENT	County	Order Municipal Electors List
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Election/ Advance Voting Dates and Location
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Computation
COUNTY ELECTION SUPERINTENDENT/ COUNTY ELECTION TECHNICIAN	County	Advance Voting: Mail
		Advance Voting: In Person (County will conduct all required Poll Worker Training)
COUNTY ELECTION SUPERINTENDENT/ COUNTY ELECTION TECHNICIAN	County	Conduct Election Day Voting – 7 A.M. – 7 P.M. (County will conduct all required Poll Worker Training)

COUNTY ELECTION SUPERINTENDENT/ COUNTY ELECTION TECHNICIAN/ VOTE REVIEW PANEL	County	Tabulate Votes – ABS/In-Person Early/Election Day/Provisional
COUNTY ELECTION SUPERINTENDENT	County	Election Consolidation / Certification/Notice to Appropriate Entity of all Special Election Results

Exhibit A



CITY OF DAHLONEGA City Council Meeting Minutes

March 03, 2025 at 6:00 PM

Gary McCullough Chambers, Dahlonega City Hall

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CALL TO ORDER

Mayor Taylor called the Regular Meeting to order at 6:00 p.m. with the following Councilmembers present: Bagley, Brown, Gaddis, Reagin, and Shirley; Councilman Ariemma was absent.

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

The Invocation was led by Councilman Gaddis and Bethany Brown led the Pledge of Allegiance to the American Flag.

Mayor Taylor thanked the Cub Scouts from Pack 37 for their attendance.

APPROVAL OF AGENDA

There was a motion by Councilman Reagin and a second by Councilman Shirley to approve the Agenda as presented.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

APPROVAL OF CONSENT AGENDA

There was a motion by Councilmember Gaddis and a second by Councilman Brown to approve the Consent Agenda as presented.

1. RFQ 2025 - 003 Annual Asphalt/Leveling
Vince Hunsinger, Projects Manager
2. Equipment Purchase Kubota M4D-071 Utility Cab
Troy Armstrong, Streets/Cemetery/Parks Supervisor
3. Change to Open Container Footprint for the Bear on the Square Mountain Festival
Doug Parks, City Attorney / Sarah Waters, Assistant City Clerk

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

PUBLIC COMMENTS - PLEASE LIMIT TO FOUR MINUTES PER SPEAKER

There were no speakers during Public Comments.

APPROVAL OF MINUTES

There was a motion by Councilman Gaddis and a second by Councilman Shirley to approve the Regular Meeting Minutes of February 3, 2025; Work Session Minutes of February 17, 2025; and, the Special Called Meeting Minutes of February 17, 2025.

- a. Regular Meeting of February 3, 2025
Rhonda Hansard, City Clerk
- b. Work Session of February 17, 2025
Rhonda Hansard, City Clerk
- c. Special Called Meeting of February 17, 2025
Rhonda Hansard, City Clerk

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

1. Appointment of Ethan Norton to the Planning Commission
JoAnne Taylor, Mayor
There was a motion by Councilman Reagin and a second by Councilman Bagley to appoint Ethan Norton to the Planning Commission.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

Commissioner Norton took his Oath of Office.

2. Appointment of Historic Preservation Commission (HPC) Secretary
JoAnne Taylor, Mayor
Mayor Taylor addressed the Council and explained that the Historic Preservation Commission's Bylaws call for the Commission's Secretary to be nominated by City staff. Mayor Taylor stated that Rhonda Hansard staff's recommendation.

There was a motion by Councilman Shirley and a second by Councilman Brown to appoint Rhonda Hansard as the Historic Preservation Commission Secretary.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

Mayor Taylor recognized the Clerk's Office for a job well done and explained that the City Clerk position requires diligence and is an important position.

3. Oath of Office - Janet Barger, Historic Preservation Commission
JoAnne Taylor, Mayor
Commissioner Barger took her Oath of Office.

No Council action was taken.

4. Oath of Office - Robert Conaway, Planning Commission
JoAnne Taylor, Mayor
Commissioner Conaway took his Oath of Office.

No Council action was taken.

5. Oath of Office - James Spivey, Planning Commission
JoAnne Taylor, Mayor
Commissioner Spivey took his Oath of Office.

No Council action was taken.

ANNOUNCEMENTS

There were no announcements.

CITY REPORTS

6. Financial Report - January 2025
Allison Martin, City Manager
Allison Martin, City Manager, addressed the Council.

The Council held a discussion that included a request for an update on Golden Avenue. Manager Martin informed the Council that Mark Buchanan, City Engineer, is in contact with GDOT and trying to connect the City's Engineering Designer with GDOT to connect the project. Manager Martin confirmed that the streets will have to be raised.

There was a motion by Councilman Reagin and a second by Councilman Brown to approve the Financial Report - January 2025.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

ORDINANCES AND RESOLUTIONS

There were no Ordinances and Resolutions.

CONTRACTS AND AGREEMENTS

There were no Contracts and Agreements.

OTHER ITEMS

7. Reservoir Management Plan Update 2025
Allison Martin, City Manager
Strategic Priority - Infrastructure
Allison Martin, City Manager, addressed the Council and confirmed that comments from staff were incorporated in the document. Manager Martin also confirmed that a Native American Committee has been established.

Without exception, the Council authorized staff to proceed with presenting the final draft of the Reservoir Management Plan Update to the Georgia Environmental Protection Division (EPD).

No formal Council action was taken.

[Clerk's Note: once the draft is approved by EPD, this Item will be returned to the Council for consideration of approval.]

8. Morrison Moore Pedestrian Bridge and Sidewalk Construction Engineering and Inspection Vendor Selection
Mark Buchanan, City Engineer
Mark Buchanan, City Engineer, addressed the Council and confirmed that BCC Engineering, LLC dba Heath & Lineback is the recommended vendor for the Construction Engineering and Inspection (CEI) of the Morrison Moore Pedestrian Bridge and Sidewalk Project.

There was a motion by Councilman Bagley and a second by Councilman Reagin to award the Morrison Moore Pedestrian Bridge and Sidewalk Construction Engineering and Inspection (CEI) to BCC Engineering in the not to exceed amount of \$457,000.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

Doug Parks, City Attorney, clarified that once a contract regarding the previous Item (Item 8.) is received by the City and reviewed by Legal Counsel, it will be presented to Council for consideration of approval.

9. Cyber Security Plan Update
Allison Martin, City Manager
Strategic Priority - Infrastructure
Allison Martin, City Manager, addressed the Council and confirmed that the proposed changes only included an update to personnel listed in the Plan and an update to the names of the City's consultants. Manager Martin explained that there are no substantive changes to the Plan.

There was a motion by Councilman Shirley and a second by Councilman Reagin to approve the updates to the Cyber Security Plan.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma).

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

Rhonda Hansard, City Clerk, reminded the Council of the upcoming Retreat that will be held on March 14 and 15 at the Courtyard by Marriott in Gainesville.

City Manager Comments

Allison Martin, City Manager, announced that the Agenda for the upcoming Retreat should be finalized within the next day, and that the cabinet constructed and installed in City Hall's lobby houses the City's Helping Place ornaments donated by Thomas and Tommy Scanlin.

City Attorney Comments

Doug Parks, City Attorney, announced that a proposed schedule for a requested deannexation will soon be forthcoming to the Council.

City Council Comments

Councilman Shirley thanked citizens for volunteering their time to the City's various committees and thanked everyone for attending the Regular Meeting.

Councilman Reagin thanked City employees for doing a great job and stated that Dahlonaga was a great place to live.

Councilman Bagley thanked everyone that participated in the Wimpy Mile and announced that the event raised over \$30,000; thanked The Nugget for sponsoring the Wimpy Mile; and, announced that the Chocolate Crawl started today and encouraged citizens to participate in the event.

Mayor Comments

Mayor Taylor announced that Paul Milliken, Fox 5 News, was in the City today promoting the Chocolate Crawl.

ADJOURNMENT

There was a motion by Councilman Reagin and a second by Councilman Brown to adjourn the Regular Meeting.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma), and the Regular Meeting was adjourned at 6:42 p.m.

Guideline Principles - The City of Dahlonaga will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlonaga commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!

**City of Dahlonega
City Council Off-Site Retreat Minutes
March 14 and 15, 2025
124 EE Butler Parkway
Gainesville, Georgia 30501**

Friday, March 14, 2025

I. Call to Order

Mayor Taylor called the Off-Site Retreat to order at 9:00 a.m. with the following Councilmembers present: Bagley, Brown, Gaddis, and Shirley; Councilmembers Ariemma and Reagin were absent.

Mayor Sam Couvillon, City of Gainesville Mayor, welcomed and addressed the Council. Mayor Couvillon spoke of Gainesville's Tax Allocation District (TAD); walkability within the City; and, the effects of growth on a community.

II. Approval of Agenda

There was a motion by Councilman Bagley and a second by Councilman Shirley to approve the Agenda as presented.

Motion carried with four members in favor (Bagley, Brown, Gaddis, and Shirley) and two members absent (Ariemma and Reagin).

III. City of Dahlonega PresentationAllison Martin, City Manager
Allison Martin, City Manager, addressed and provided a presentation to the Council. Ms. Martin reminded the Council that a copy of the Service Delivery can be found on the Georgia Department of Community Affairs (DCA) website.

No Council action was taken.

IV. Understanding Perspectives Activity (Timeline Activity)April Howard, Facilitator
April Howard, Carl Vinson Institute of Government Public Service Assistant / Meeting Facilitator, addressed the Council.

Councilmembers and staff participated in an activity titled "*Understanding Perspectives*".

No Council action was taken.

V. Strategic Plan

a. Review Progress on Existing PlanAllison Martin, City Manager and Team

Allison Martin, City Manager, addressed and provided a presentation to the Council.

No Council action was taken.

b. Preparing for Next StepsApril Howard, Facilitator
(Letter to Community and Council dated March 14, 2030)

April Howard, Carl Vinson Institute of Government Public Service Assistant / Meeting Facilitator, addressed the Council.

Councilmembers and staff participated in an activity titled “*Letter to Community and Council dated March 14, 2030*”, which envisioned a five-year tangible image/priority.

No Council action was taken.

VI. Strategic Priority of Managing Growth in the City of Dahlonega...April Howard, Facilitator
April Howard, Carl Vinson Institute of Government Public Service Assistant / Meeting Facilitator, and Allison Martin, City Manager, addressed and provided a presentation to the Council regarding Items listed under sections a. through c. under Agenda Tab VI. *Strategic Priority of Managing Growth in the City of Dahlonega.*

- a. What does “Managing Growth” mean to you?
- b. Force Field Analysis Process
 - i. Contributing Forces
 - ii. Restraining Forces
- c. Do we have consensus on how we proceed with balanced growth?
 - i. What is in the best interest of our Residents, Businesses, and Visitors?
 - ii. Guiding Principles Review

The City of Dahlonega will be an open, honest, and responsive city, balancing preservation and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega’s resources. To ensure the vibrancy of our community, Dahlonega commits to:

- i. Transparency and Honesty
- ii. Dedication and Responsibility
- iii. Preservation and Sustainability
- iv. Safety and Welfare ...for ALL!

No Council action was taken.

VII. Lunch - Welcome Honorable Sam Couvillon, Mayor of Gainesville

Councilmember Reagin arrived at 1:00 p.m.

VIII. Aligning Vision, Mission, Guiding Principles with Contributing and Restraining Forces to Inform Priorities for Managing Growth (Group Activity)April Howard, Facilitator

- a. TAD
Ariel Alexander, Downtown Development Authority Director, addressed and provided a presentation to the Council. A document titled Tax Allocation Districts Fact Sheet was distributed (a copy of this document can be found in the Agenda Folder located in the City Clerk’s Office).

The Council held a discussion.

No Council action was taken.

- b. Annexation Plan
Allison Martin, City Manager, addressed and provided a presentation to the Council; the Council held a discussion.

No Council action was taken.

April Howard, Carl Vinson Institute of Government Public Service Assistant / Meeting Facilitator, divided the Council and staff into three groups to discuss within the City of Dahlonega: Tax Allocation Districts (TADs); Zoning and Annexation; and, Parking and Utilities. Groups provided a summary of what was discussed during the breakout sessions.

The Council held a discussion.

Without exception, the Council agreed to remain interested in a potential TAD if the County and Chamber of Commerce were leading the process and if an adequate education plan for citizens is developed.

No Council action was taken.

Without exception, the Council agreed to authorize the City Manager to continue with efforts to hire a Planning and Community Development Director.

No Council action was taken.

Without exception, the Council agreed to authorize staff to review the results of the Parking Study (when complete) and return to a future Council meeting to present the Study's findings. The Council is aware that the presentation may include a proposed Parking Ordinance.

No Council action was taken.

- c. Utilities
- d. Zoning
- e. Parking
- f. Staffing

Allison Martin, City Manager, and Mayor Taylor addressed the Council regarding Items i. through iii. under Item f. *Staffing*.

The Council held a discussion.

- i. Assistant City Manager
- ii. Public Works Director
- iii. Planning Director (bring function back into the City)

No Council action was taken.

- g. Alcohol Licensing and Management
Allison Martin, City Manager, addressed the Council.

The Council held a discussion regarding Alcohol Licensing, which included holding special events with live music allowing beer and wine to be served.

No Council action was taken.

h. Existing Contracts and Renewals

Allison Martin, City Manager, addressed the Council; the Council held a discussion.

Without exception, the Council agreed that contracts should be presented annually.

Manager Martin stated that she and Rhonda Hansard, City Clerk, would work together to determine the best time to present contracts to Council and will place the presentations on a future Agenda.

No Council action was taken.

IX. Addition of Another Foundational Strategic PriorityAllison Martin, City Manager
Allison Martin, City Manager, addressed the Council regarding Items a. and b. under Agenda Tab IX.
Addition of Another Foundational Strategic Priority; a discussion was held.

a. Is it time?

b. What would the Council choose to add?

Without exception, the Council agreed that the Items discussed during the day's activities should remain as the City's focus and that no additional priorities should be added at this time.

No Council action was taken.

X. Recess

There was a motion by Councilman Reagin and a second by Councilman Shirley to Recess the Off-Site Retreat until March 15, 2025.

Motion carried with five members in favor (Bagley, Brown, Gaddis, Reagin, and Shirley) and one member absent (Ariemma), and the Off-Site Retreat was recessed at 5:26 p.m.

Saturday, March 15, 2025

I. Reconvene

There was a motion by Councilman Gaddis and a second by Councilman Shirley to reconvene the Off-Site Retreat.

Motion carried with four members in favor (Bagley, Brown, Gaddis, and Shirley) and two members absent (Ariemma and Reagin), and the Off-Site Retreat was reconvened at 9:01 a.m.

II. Updates from Department DirectorsApril Howard, Facilitator;
Allison Martin, City Manager; and, Department Directors

a. Utilities

Allison Martin, City Manager, addressed and provided a presentation regarding LCRR Deliverables; the Council held a discussion.

No Council action was taken.

b. Zoning

Allison Martin, City Manager, addressed the Council; a draft amended Zoning Ordinance was displayed. The Council held a discussion.

No Council action was taken.

c. Parking

Discussed with previous Item (b. under Agenda Tab II. *Updates from Department Directors*).

No Council action was taken.

d. Alcohol

Ariel Alexander, Downtown Development Authority Director, addressed the Council regarding the Development Authority's upcoming 2025 First Friday Concert Series; the Council held a discussion.

No Council action was taken.

III. Next Steps

The Council held a discussion, which included the request to receive zoning information in a timelier manner and the request to discuss options for recycling during a future Council meeting.

Members of the Council thanked April Howard for her attendance during the Retreat; thanked staff for hosting a successful meeting; and, thanked staff for their hard work devoted to the City each day.

IV. Adjournment

There was a motion by Councilman Brown and a second by Councilman Shirley to adjourn the Off-Site Retreat.

Motion carried with four members in favor (Bagley, Brown, Gaddis, and Shirley) and two members absent (Ariemma and Reagin), and the Off-Site Retreat was adjourned at 10:55 a.m.



CITY OF DAHLONEGA

City Council Work Session Minutes

March 17, 2025, 4:00 PM

Gary McCullough Council Chambers, Dahlonega City Hall

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CALL TO ORDER

Mayor Taylor called the Work Session to order at 4:47 p.m. with all Councilmembers present.

Mayor Taylor read aloud a remembrance of Johnnie Loy Jones, former Dahlonega Mayor and City Councilmember, and called for a Moment of Silence.

APPROVAL OF AGENDA

There was a motion by Councilman Reagin and a second by Councilman Brown to approve the Agenda as presented.

Motion carried unanimously.

BOARDS AND COMMITTEES

1. Cemetery Committee - February 2025

Mark Buchanan, City Engineer

Christopher Worick, Cemetery Committee member, addressed the Council. Mr. Worick announced that Committee member Patricia Turner passed on February 28, and that she will be missed.

No Council action was taken.

2. Downtown Development Authority & Main Street Program 2025 Work Plan

Awtrey Moore, DDA Board Chair / Ariel Alexander, Downtown Development Director
Ariel Alexander, Downtown Development Authority Director, addressed the Council.

No Council action was taken.

DEPARTMENT REPORTS AVAILABLE AT: <https://dahlonega.gov/category/departments-reports/>

Allison Martin, City Manager, addressed the Council regarding Items 3. through 7. under *Department Reports*; the Council held a discussion to include that the depreciation cycle for assets is included each year in the Annual Audit.

3. Community Development - February 2025

Allison Martin, City Manager

4. Finance and Administration - February 2025
Kimberly Stafford, Finance Manager
5. Police - February 2025
George Albert, Chief of Police
6. Public Works - February 2025
Mark Buchanan, City Engineer
7. Water & Wastewater Treatment - February 2025
John Jarrard, Water/Wastewater Treatment Director

No Council action was taken.

APPOINTMENTS, PROCLAMATIONS, AND RECOGNITIONS

8. Proposed Proclamation declaring 2025 as the 100th Anniversary Year of Camp Glisson
Allison Martin, City Manager
Allison Martin, City Manager, addressed the Council and advised that this Proclamation will be coming before the Council during the Regular Meeting of April 7, 2025.

No Council action was taken.

PRESENTATIONS

9. Presentation of Draft Dahlenega Revitalization Plan
KB Advisory Group
Allison Martin, City Manager, addressed and provided a presentation to the Council; the Council held a discussion regarding the City's unique market area for service-based individuals and attainable housing.

No Council action was taken.

ORDINANCES AND RESOLUTIONS

10. Deannexation Application
Doug Parks, City Attorney
Doug Parks, City Attorney, addressed the Council and announced that this Item will be coming before the Council in April for a vote.

No Council action was taken.

11. Change to Open Container Footprint for the DDA/Main Street's 2025 First Friday Concert Series
Doug Parks, City Attorney / Ariel Alexander, Downtown Development Director
Doug Parks, City Attorney, and Ariel Alexander, Downtown Development Authority Director, addressed the Council.

Ms. Alexander confirmed that all events will meet all catering requirements.

No Council action was taken.

AGREEMENTS AND CONTRACTS

12. Intergovernmental Agreement (IGA) with Lumpkin County regarding the 2025 Municipal Election for the City of Dahlonega
Rhonda Hansard, City Clerk
Rhonda Hansard, City Clerk, addressed the Council.

No Council action was taken.

OTHER ITEMS

13. 147 N Park Street - Future Development - DDA
Awtrey Moore, DDA Board Chair
Awtrey Moore, Downtown Development Authority Board Chairman, addressed the Council; the Council held a discussion regarding whether it was too premature to relinquish property to the Downtown Development Authority when there is no definitive plan.

Doug Parks, City Attorney, addressed the Council and recommended that the City retain ownership of the property.

No Council action was taken.

COMMENTS - PLEASE LIMIT TO THREE MINUTES PER SPEAKER

Clerk Comments

Rhonda Hansard, City Clerk, announced that the Council's Retreat was a success, and thanked the Council for providing the opportunity for staff to attend.

City Manager Comments

Allison Martin, City Manager, thanked Council and staff for a great Retreat; reminded Council that comments regarding the Revitalization Plan are due by March 21; thanked Chief Albert and the Police Department for assisting with the NCAA Division II Southeast Regional Championship at UNG; and, advised that while US Ghost Adventures advertises to be Dahlonega's #1 rated Ghost Tour that the company does not hold a business license with the City and, therefore, is not authorized to conduct tours.

City Attorney Comments

Doug Parks, City Attorney, had no comments.

City Council Comments

Councilman Bagley wished the Lady Nighthawks good luck for the NCAA Division II Southeast Regional Championship Game.

Councilman Brown wished the Lady Nighthawks good luck for the NCAA Division II Southeast Regional Championship Game, and thanked staff for hosting a great Retreat.

Councilman Reagin wished the Lady Nighthawks good luck for the NCAA Division II Southeast Regional Championship Game.

Councilman Gaddis thanked the Council and staff for a successful Retreat and recalled a memory of Johnnie Loy Jones (former Dahlonega Mayor and Councilman).

Councilman Shirley announced that he thought the Retreat was the best one held within the last four years, and announced that Mr. Gribben should have a completed drawing and staff will need to have checked right of way(s) and setbacks when this Item returns to the BZA for consideration (BZA-24-8).

Mayor Comments

Mayor Taylor wished everyone a happy St. Patrick's Day.

ADJOURNMENT

There was a motion by Councilman Shirley and a second by Councilman Bagley to adjourn the Work Session.

Motion carried unanimously, and the Work Session was adjourned at 5:27 p.m.

Guideline Principles - The City of Dahlongega will be an open, honest, and responsive city that balances preservation and growth and delivers quality services fairly and equitably by being good stewards of its resources. To ensure the vibrancy of our community, Dahlongega commits to Transparency and Honesty, Dedication and Responsibility, Preservation and Sustainability, Safety and Welfare ...for ALL!

DRAFT



Joint Proclamation

By
Lumpkin County
And
The City of Dahlonega



WHEREAS; In 2024, Georgia experienced 9,843 confirmed cases of child abuse and neglect and ranked 37th in the nation for child well-being; and

WHEREAS; Child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS; Exposure to childhood trauma has a powerful adverse effect on life-long physical and mental health and is recognized nationally as a major public health issue; and

WHEREAS; Children are our most valuable resource, and they are also our most vulnerable. All of Georgia's children have a right to be safe and an opportunity to thrive, learn, and grow in an environment that fosters healthy development; and

WHEREAS; Child abuse and neglect can be prevented by supporting and strengthening Georgia's families, thus preventing the far-reaching effects of abuse and neglect, and providing the opportunity for children to develop healthy, trusting family bonds, and consequently, building the foundations of communities; and

WHEREAS; By providing a safe, stable, and nurturing environment for our children, we can ensure that all of Georgia's children have access to the support they need to grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation.

NOW, THEREFORE, BE IT RESOLVED that the City of Dahlonega and Lumpkin County hereby proclaim the month of April 2025 to be **Child Abuse Prevention Month**, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

Lumpkin County Georgia

Chris Dockery, Chairman

Attest:

Melissa Witcher, County Clerk

City of Dahlonega

JoAnne Taylor, Mayor

Attest:

Rhonda Hansard, City Clerk

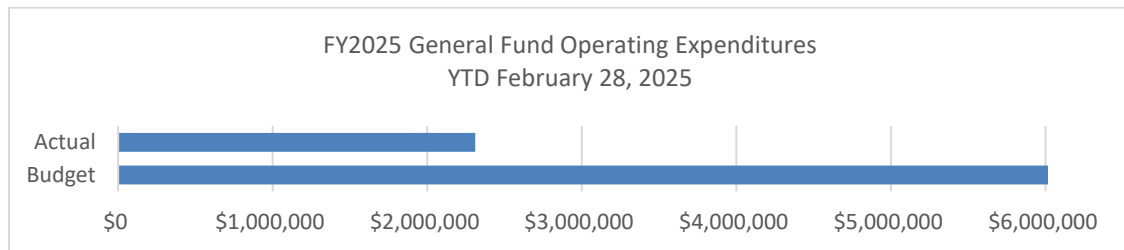
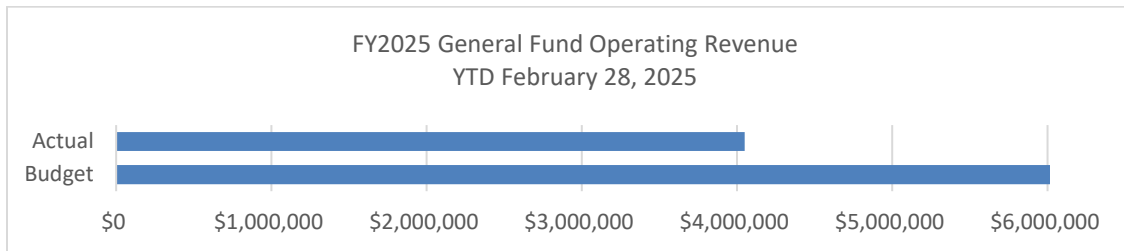


CITY OF DAHLONEGA

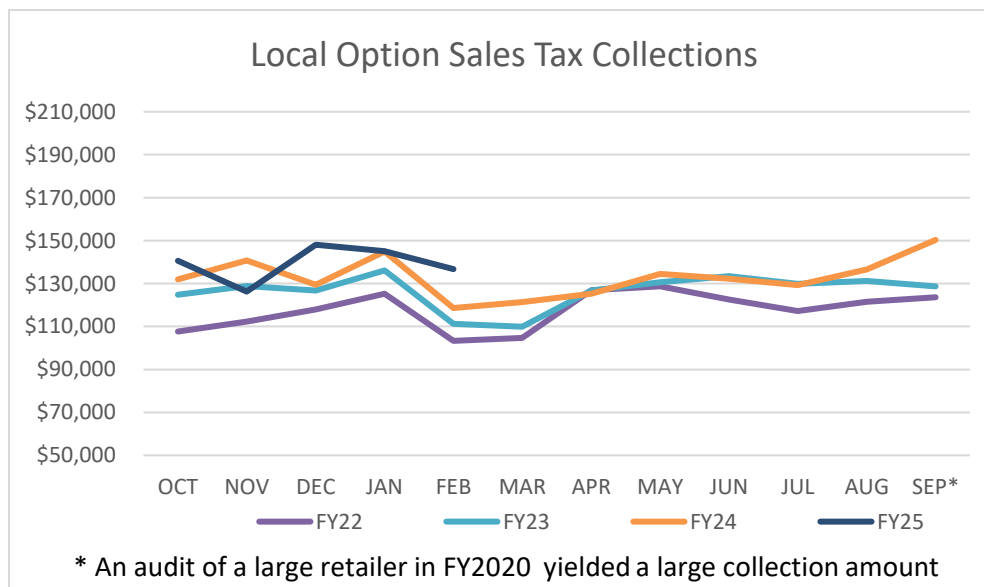
MONTHLY FINANCIAL REPORTS

For the Five Months Ended February 28, 2025

GENERAL FUND



- The annual property tax bills were levied and mailed by the Tax Commissioner on October 1st with a December 1st due date. To date, 94.28% of the 2024 real and personal property taxes budgeted have been collected.
- Sales tax collections reflect collections 4.69% greater than FY24. The change in the State law related to internet sales taxation has continued to have a positive impact on collections.



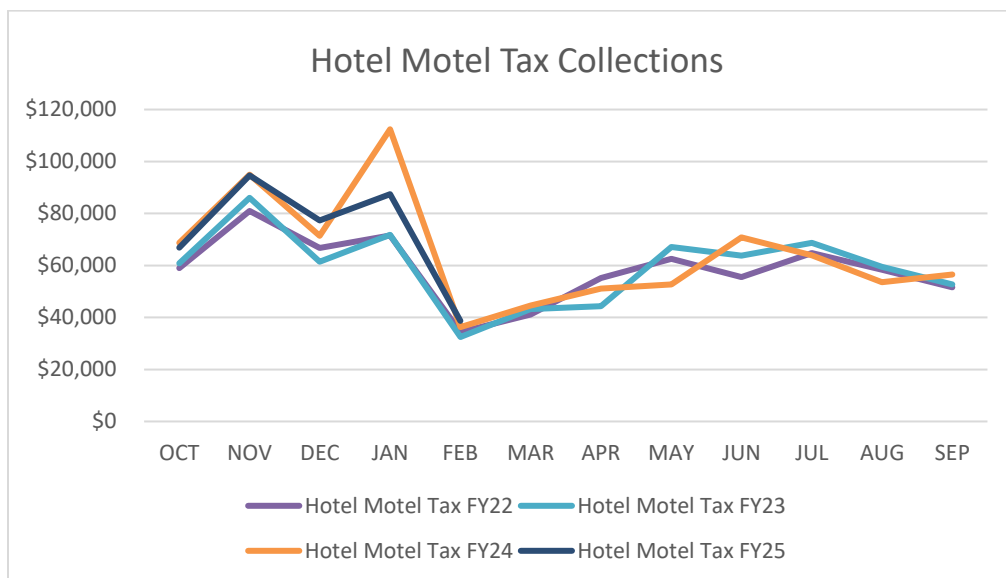
- The annual revenue for Insurance Premium Tax is \$718,039.22 this year, which is 7.62% greater than last fiscal year. This amount is based on a pro-rata population formula.
- Alcoholic Beverage Tax and License revenue collected year-to-date is consistent with the prior year.
- Permit revenue collected year-to-date is greater than last year's collections due to a change in the fee schedule.
- Departments expenditures are in line with budget expectations.

DOWNTOWN DEVELOPMENT AUTHORITY

- Operational results are on track with the budget.

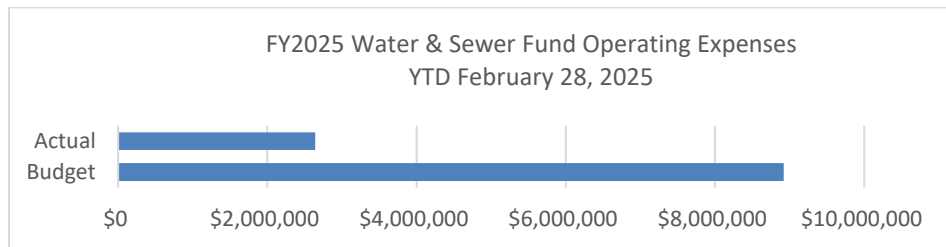
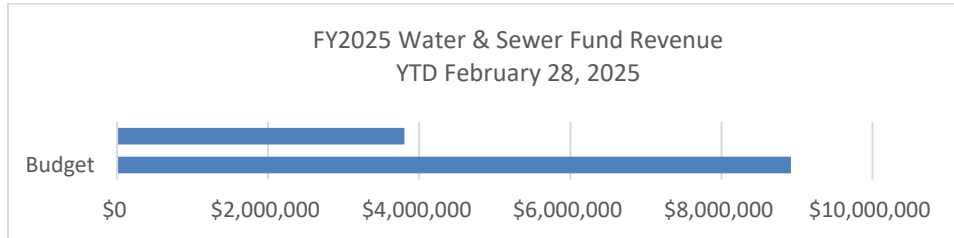
HOTEL/MOTEL TAX FUND

- FY25 is trending -4.86% less than FY24.



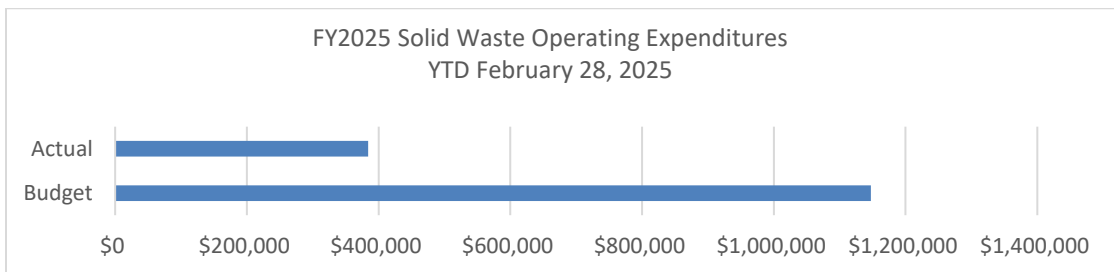
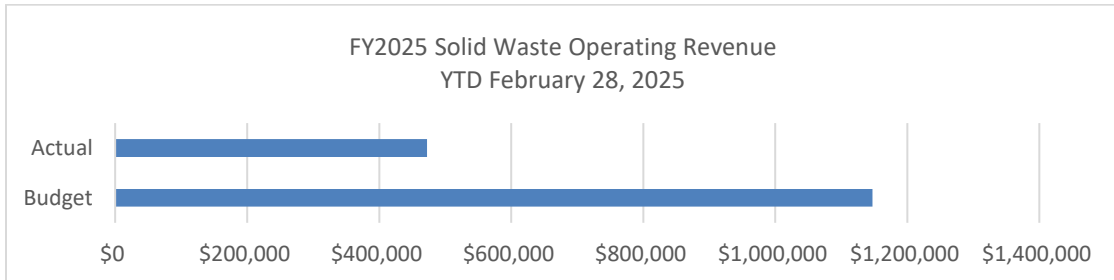
WATER AND SEWER FUND

- Water and sewer sales are trending along with budget projections. Revenue from water sales and sewer charges is 2.83% more than the same period in FY24.
- All department expenses are in line with the budget.



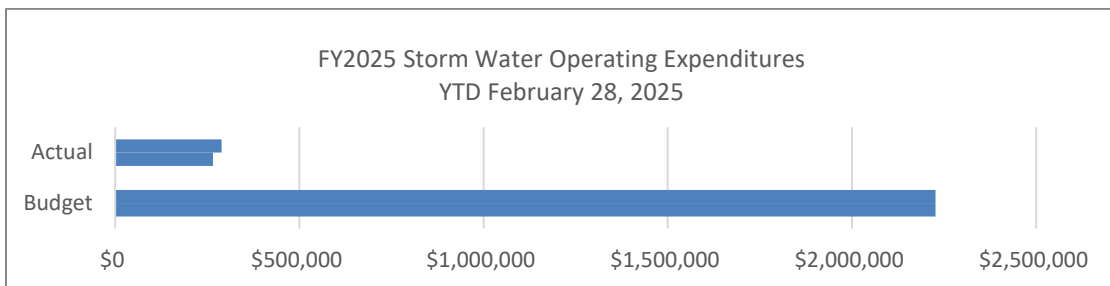
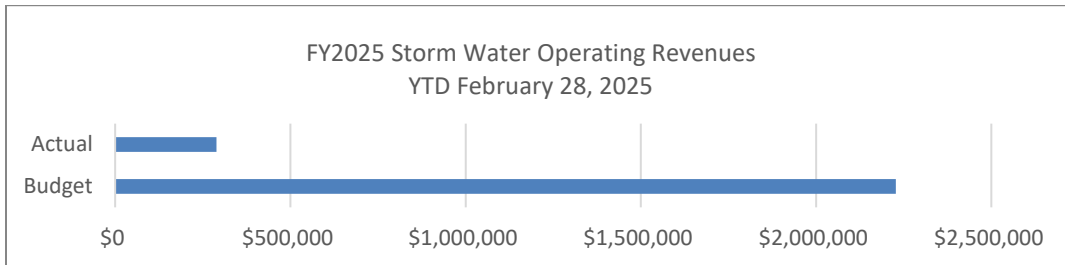
SOLID WASTE FUND

- Refuse Collection Charges are 0.90% greater than the prior year.
- Expenses meet budget expectations.

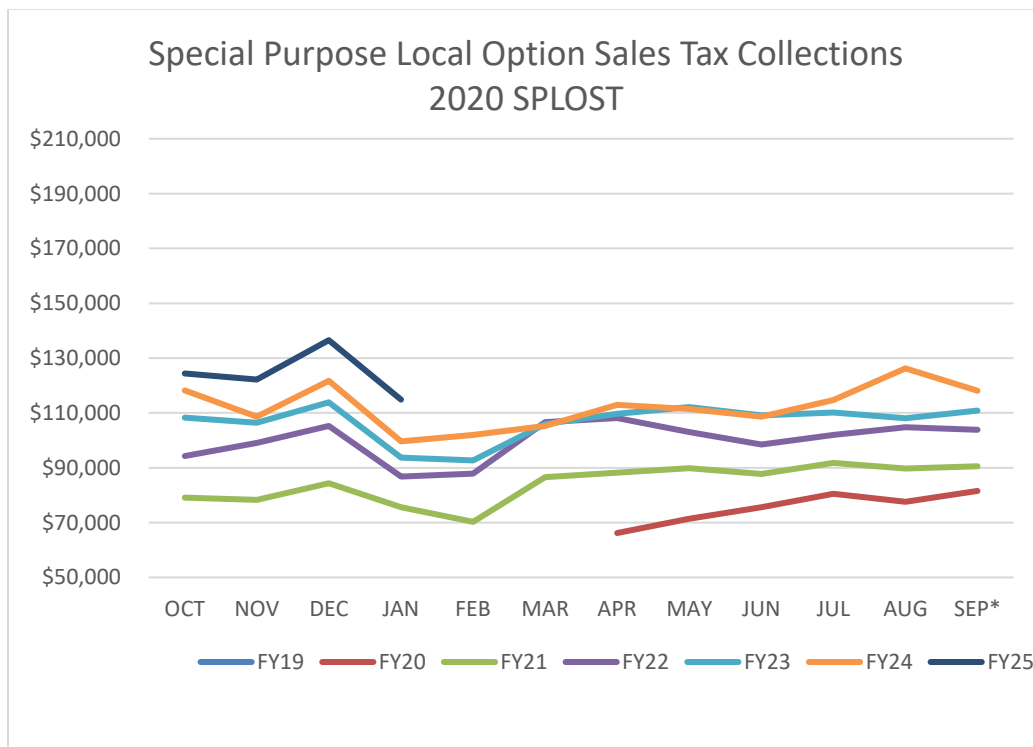


STORMWATER ENTERPRISE FUND

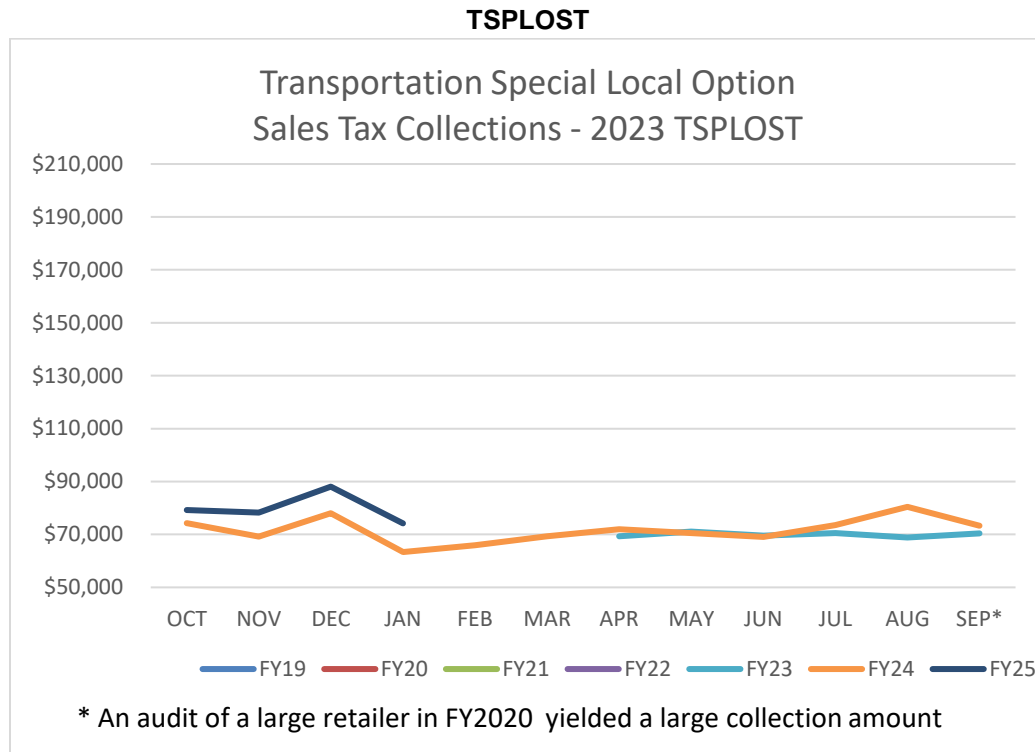
- Transfers In and Indirect Charges reflect a five-month allocation.
- Stormwater utility charges were first billed in January 2021 and are meeting budget expectations.
- Expenses are related to the startup of the new utility, projects, and allocated staff pay and benefits.



SPLOST FUND



- The current SPLOST continuation referendum has collections which run from April 2020 until March 2026.
- The City receives 21% of the net proceeds.
- The current SPLOST referendum project list is as follows:
 - 25% Roads and Bridges Resurfacing and Improvements
 - 25% Storm-water Infrastructure
 - 50% Water & Sewer System Improvements



- The current TSPLOST referendum was approved in 2022 by the votes for collections which run beginning April 2023 until March 2028.
- The City receives 19% of net proceeds.
- There is a joint project proposed with the county and state. A portion of our monthly distribution is held in escrow pending finalization of funding based on the project cost. Should the joint project not require a local match, the city and county could choose another joint project or use those escrowed funds in their respective jurisdiction.
- The current TSPLOST referendum project list is as follows:
 - Roads and Bridges Construction & Equipment
 - Sidewalks Construction & Improvements
 - Bicycle Path Construction & Improvements

(Prepared for Council and Management by Finance Department April 1, 2025)

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 02/28/2025
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 02/28/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 100 - GENERAL FUND				
	GENERAL PROPERTY TAXES	1,877,660.00	1,770,866.79	94.31
	GENERAL SALES AND USE TAXES	1,482,000.00	592,829.57	40.00
	SELECTIVE SALES AND USES TAXES	158,000.00	90,807.44	57.47
	ALCOHOLIC BEVERAGES LICENSES	151,000.00	126,050.00	83.48
	BUSINESS TAXES	805,000.00	824,284.69	102.40
	PENALTIES AND INTEREST	2,500.00	713.22	28.53
	PERMITS AND FEES	154,700.00	113,491.88	73.36
	INTERGOVERNMENTAL REVENUE	23,985.00	11,269.30	46.98
	CHARGES FOR SERVICES	702,811.00	310,420.42	44.17
	FINES AND FORFEITURES	181,600.00	94,081.95	51.81
	INVESTMENT INCOME	7,500.00	44,076.14	587.68
	MISCELLANEOUS REVENUE	3,000.00	949.57	31.65
	OTHER FINANCIAL SOURCES	20,000.00	30,575.00	152.88
	OTHER CHARGES FOR SERVICES	10,000.00	(9,596.41)	(95.96)
	TRANSFERS IN FROM OTHER FUNDS	116,300.00	48,458.35	41.67
	APPROPRIATED FUND BALANCE	1,000,000.00	0.00	0.00
TOTAL REVENUES		6,696,056.00	4,049,277.91	60.47
	LEGISLATIVE	364,581.00	67,264.22	18.45
	EXECUTIVE	268,774.00	100,706.01	37.47
	ELECTIONS	34,600.00	0.00	0.00
	GENERAL ADMINISTRATION	1,072,262.00	420,329.55	39.10
	MUNICIPAL COURT	305,504.00	60,974.62	19.96
	POLICE DEPARTMENT	1,030,040.00	336,788.84	32.54
	PUBLIC WORKS ADMINISTRATION	238,161.00	86,819.50	36.45
	STREETS	1,453,461.00	574,980.74	39.56
	MAINTENANCE AND SHOP	105,743.00	36,811.08	34.81
	CEMETERY	76,378.00	31,650.94	41.44
	PARKS	97,000.00	13,512.32	13.93
	COMMUNITY DEVELOPMENT	488,077.00	141,986.75	29.09
	NON-DEPARTMENTAL	111,475.00	0.00	0.00
	TRANSFERS OUT TO OTHER FUNDS	1,050,000.00	437,500.00	41.67
TOTAL EXPENDITURES		6,696,056.00	2,309,324.57	34.45
Fund 100 - GENERAL FUND:				
	TOTAL REVENUES	6,696,056.00	4,049,277.91	60.47
	TOTAL EXPENDITURES	6,696,056.00	2,309,324.57	34.45
NET OF REVENUES & EXPENDITURES		0.00	1,739,953.34	22,679.92

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
PERIOD ENDING 02/28/2025
% Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2024-25	YTD BALANCE	% BDGT USED
		ORIGINAL BUDGET	02/28/2025 NORMAL (ABNORMAL)	
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY				
	CHARGES FOR SERVICES	1,500.00	610.95	40.73
	INVESTMENT INCOME	8,000.00	3,803.86	47.55
	CONTRIBUTIONS AND DONATIONS	1,500.00	2,000.00	133.33
	MISCELLANEOUS REVENUE	15,900.00	6,440.00	40.50
	TRANSFERS IN FROM OTHER FUNDS	137,300.00	57,208.35	41.67
	APPROPRIATED FUND BALANCE	166,922.00	0.00	0.00
TOTAL REVENUES		331,122.00	70,063.16	21.16
DDA ADMINISTRATION		147,734.00	57,355.37	38.82
TOURISM		30,950.00	15.00	0.05
DOWNTOWN DEVELOPMENT		152,438.00	14,551.15	9.55
TOTAL EXPENDITURES		331,122.00	71,921.52	21.72
Fund 230 - DOWNTOWN DEVELOPMENT AUTHORITY:				
TOTAL REVENUES		331,122.00	70,063.16	21.16
TOTAL EXPENDITURES		331,122.00	71,921.52	21.72
NET OF REVENUES & EXPENDITURES		0.00	(1,858.36)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
PERIOD ENDING 02/28/2025
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GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 02/28/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 275 - HOTEL/MOTEL TAX FUND				
	HOTEL/MOTEL TAXES	720,000.00	297,848.71	41.37
	PENALTIES AND INTEREST	5,000.00	0.00	0.00
	INVESTMENT INCOME	2,400.00	1,026.19	42.76
	TOTAL REVENUES	727,400.00	298,874.90	41.09
	PURCHASES/CONTRACTED SERVICES	305,550.00	89,636.49	29.34
	TRANSFERS OUT TO OTHER FUNDS	421,850.00	175,770.85	41.67
	TOTAL EXPENDITURES	727,400.00	265,407.34	36.49
Fund 275 - HOTEL/MOTEL TAX FUND:				
	TOTAL REVENUES	727,400.00	298,874.90	41.09
	TOTAL EXPENDITURES	727,400.00	265,407.34	36.49
	NET OF REVENUES & EXPENDITURES	0.00	33,467.56	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 02/28/2025
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GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 02/28/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 505 - WATER AND SEWER ENTERPRISE FUND				
	INTERGOVERNMENTAL REVENUE	15,000.00	15,520.01	103.47
	INVESTMENT INCOME	270,000.00	145,893.90	54.03
	MISCELLANEOUS REVENUE	15,000.00	109,777.95	731.85
	OTHER FINANCIAL SOURCES	0.00	8,350.00	100.00
	WATER CHARGES	3,355,954.00	1,422,039.94	42.37
	TAP FEES - WATER	175,000.00	143,400.00	81.94
	SEWER CHARGES	2,475,760.00	1,073,977.53	43.38
	TAP FEES - SEWER	175,000.00	161,325.00	92.19
	OTHER CHARGES FOR SERVICES	81,000.00	47,512.85	58.66
	TRANSFERS IN FROM OTHER FUNDS	1,622,440.00	676,016.65	41.67
	APPROPRIATED NET ASSETS	737,252.00	0.00	0.00
TOTAL REVENUES		8,922,406.00	3,803,813.83	42.63
SEWER LIFT STATIONS				
	SEWER TREATMENT PLANT	276,584.00	118,223.47	34.38
	DISTRIBUTION AND COLLECTION	911,403.00	361,848.97	39.12
	WATER SUPPLY	1,309,427.00	590,896.89	43.15
	WATER TREATMENT PLANT	335,296.00	91,720.29	27.36
	CAPITAL OUTLAYS	2,543,744.00	738,015.37	28.82
	INTERFUND CHARGES	3,356,440.00	687,481.25	11.21
	OTHER COSTS	129,512.00	53,963.35	41.67
		60,000.00	0.00	0.00
TOTAL EXPENDITURES		8,922,406.00	2,642,149.59	22.28
Fund 505 - WATER AND SEWER ENTERPRISE FUND:				
TOTAL REVENUES		8,922,406.00	3,803,813.83	42.63
TOTAL EXPENDITURES		8,922,406.00	2,642,149.59	22.28
NET OF REVENUES & EXPENDITURES		0.00	1,161,664.24	39.56

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 02/28/2025
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 02/28/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 540 - SOLID WASTE ENTERPRISE FUND				
	CHARGES FOR SERVICES	250.00	75.00	30.00
	INVESTMENT INCOME	12,843.00	8,147.36	63.44
	MISCELLANEOUS REVENUE	2,000.00	1,807.30	90.37
	OTHER CHARGES FOR SERVICES	7,500.00	3,949.89	52.67
	REFUSE COLLECTION CHARGES	1,090,740.00	458,284.94	42.02
	APPROPRIATED NET ASSETS	33,784.00	0.00	0.00
TOTAL REVENUES		1,147,117.00	472,264.49	41.17
PERSONAL SERVICES AND EMPLOYEE BENEFITS				
	PURCHASES/CONTRACTED SERVICES	584,573.00	208,245.96	35.62
	SUPPLIES	330,484.00	123,633.35	37.41
	INTERFUND CHARGES	132,700.00	27,528.25	20.74
	OTHER COSTS	59,360.00	24,733.35	41.67
		40,000.00	0.00	0.00
TOTAL EXPENDITURES		1,147,117.00	384,140.91	33.49
Fund 540 - SOLID WASTE ENTERPRISE FUND:				
TOTAL REVENUES		1,147,117.00	472,264.49	41.17
TOTAL EXPENDITURES		1,147,117.00	384,140.91	33.49
NET OF REVENUES & EXPENDITURES		0.00	88,123.58	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF DAHLONEGA
 PERIOD ENDING 02/28/2025
 % Fiscal Year Completed: 41.37

GL NUMBER	DESCRIPTION	2024-25 ORIGINAL BUDGET	YTD BALANCE 02/28/2025 NORMAL (ABNORMAL)	% BDGT USED
Fund 560 - STORMWATER ENTERPRISE FUND				
	INVESTMENT INCOME	7,000.00	9,691.02	138.44
	OTHER CHARGES FOR SERVICES	1,000.00	812.97	81.30
	TRANSFERS IN FROM OTHER FUNDS	311,220.00	129,675.00	41.67
	APPROPRIATED NET ASSETS	1,554,902.00	0.00	0.00
	STORMWATER UTILITY CHARGES	353,169.00	148,823.27	42.14
	TOTAL REVENUES	2,227,291.00	289,002.26	12.98
	PERSONAL SERVICES AND EMPLOYEE BENEFITS	98,062.00	33,956.07	34.63
	PURCHASES/CONTRACTED SERVICES	17,000.00	425.00	2.50
	SUPPLIES	1,000.00	1,563.44	156.34
	CAPITAL OUTLAYS	1,637,000.00	32,044.80	1.20
	INTERFUND CHARGES	474,229.00	197,595.40	41.67
	TOTAL EXPENDITURES	2,227,291.00	265,584.71	8.12
Fund 560 - STORMWATER ENTERPRISE FUND:				
	TOTAL REVENUES	2,227,291.00	289,002.26	12.98
	TOTAL EXPENDITURES	2,227,291.00	265,584.71	8.12
	NET OF REVENUES & EXPENDITURES	0.00	23,417.55	2.25
TOTAL REVENUES - ALL FUNDS				
		20,051,392.00	8,983,296.55	44.80
TOTAL EXPENDITURES - ALL FUNDS				
		20,051,392.00	5,938,528.64	24.71
NET OF REVENUES & EXPENDITURES				
		0.00	3,044,767.91	76.39



Ordinances and Resolutions

DATE: 4/7/2025
TITLE: Deannexation Application
PRESENTED BY: Doug Parks, City Attorney
PRIORITY Strategic Priority - Communication

AGENDA ITEM DESCRIPTION

A deannexation application was filed with the City by the Community Helping Place (CHP) on January 30, 2025. The application pertains to their properties located at 1127 Highway 52 East A and 75 Rock House Road. In response certain documents described in the section below have been prepared for your review.

HISTORY/PAST ACTION

Several discussions have occurred regarding the fact that the CHP properties contain building construction subject to the regulations of the City of Dahlonega as the properties are within the city limits. Through mistake however, the construction subject to city regulations was permitted by the Lumpkin County building inspection department. Since the two regulatory frameworks are different, CHP has requested that these properties be removed from the jurisdiction of the City. In response to the application our office has developed a schedule of actions and the dates upon which those actions should occur in order to effectuate the deannexation (Attachment A). Additionally, we have drafted a proposed ordinance for Lumpkin County (Attachment B) to coincide with the terms of our proposed City of Dahlonega ordinance (Attachment C). The County has in its recent meeting approved their ordinance pursuant to our request. Now the City's ordinance is ripe for adoption.

FINANCIAL IMPACT

None.

RECOMMENDATION

Approval.

SUGGESTED MOTIONS

Motion to approve.

Proposed SCHEDULE for Deannexation and Zoning Application
Tax Parcel # 078 110 and # 078 189 re: Community Helping Place

Sequence	Action	Date and Time	Location
Step 1:	<u>Applicant</u> submits deannexation application to City	January 30, 2025	City of Dahlonge Community Development Department via CPL staff <i>with copy to City Attorney</i>
Step 2:	<u>Applicant</u> sends letter to City and County Attys enclosing copy of the deannexation application, along with a request for the County's consent, request to be added to the next agendas, and also request to county for permission to file its land use permit application	TBD (____.)	Lumpkin County Attorney and City Attorney's Offices
Step 3:	<u>County and City staff</u> add deannexation application and Applicant's requests/proposed resolutions to the next meeting Agendas	TBD (Fri.)	Lumpkin County Manager's Office and City Manager's Office
Step 4:	<u>County Commissioners</u> consider Applicant's request for consent to deannexation of Property from City at County Work Session mtg	4:00pm March 4th (Tues.)	Lumpkin County Administration Building Commissioners Boardroom 99 Hill St Suite E Dahlonge, GA 30533
Step 5:	<u>City Council</u> considers Applicant's application for deannexation at City Work Session meeting	4:00pm March 17th (Mon.)	City Hall 465 Riley Road Dahlonge, GA 30533
Step 6:	<u>County Commissioners</u> vote on proposed deannexation Resolution and request to submit Land Use Permit Application after second work session at 4:00 p.m.	6:00pm March 18th (Tues..)	Lumpkin County Administration Building Meeting Room 99 Hill St Suite E Dahlonge, GA 30533
Step 7:	<u>Applicant</u> submits Land Use Permit Application to County Planning Dept. by filing deadline Note: This step may not be necessary dependent upon county regs.	Before 4:00pm March 19th (Mon.)	Lumpkin County Planning Dept.
Step 8:	<u>City Council</u> votes on proposed deannexation Resolution	6:00 April 7th (Mon.)	City Hall Building 465 Riley Road Dahlonge, GA 30533
Step 9:	<u>City Community Development Department</u> sends Notice via FedEx to Dept. of Comm. Affairs and to Lumpkin County Attorney, with copy to County Planning Dept. if deannexation Resolution is approved by City; or <u>Applicant</u> withdraws Land Use Permit Application if deannexation application is denied.	April 11th (Fri.)	
Step 10:	<u>County Planning Dept.</u> has Legal Ad Published and Notices to Owners re: Land Use Permit Application and posts sign on Property. Note: This step may not be necessary dependent upon county regs.	TBD (Wed.)	The Dahlonge Nugget and Lumpkin County Planning Department
Step 11:	County Planning Commission considers Land Use Permit Application at Public Hearing/Meeting Note: This step may not be necessary dependent upon county regs.	TBD (Mon.)	Planning Commission Meeting Room/Kelley Bldg. 342 Courthouse Hill Ste.A Dahlonge, GA 30533
Step 12:	County Commissioners consider Applicant's Land Use Permit Application at Work Session Meeting Note: This step may not be necessary dependent upon county regs.	6:00pm TBD (Tues.)	Lumpkin County Administration Building Commissioners Boardroom 99 Hill St Suite E Dahlonge, GA 30533

Step 13:	<p>County Commissioners vote on proposed Resolution for land use for Property</p> <p>Note: This step may not be necessary dependent upon county regs.</p>	<p>6:00pm TBD (Tues.)</p>	<p>Lumpkin County Administration Building Meeting Room 99 Hill St Suite E Dahlonega, GA 30533</p>
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**STATE OF GEORGIA
COUNTY OF LUMPKIN**

LUMPKIN COUNTY RESOLUTION NO. 2025-__

A RESOLUTION OF THE LUMPKIN COUNTY BOARD OF COMMISSIONERS CONSENTING TO THE DEANNEXATION OF CERTAIN PROPERTY OWNED BY COMMUNITY HELPING PLACE, INC. (“CHP”) CURRENTLY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DAHLONEGA ("PROPERTY") PURSUANT TO O.C.G.A. § 36-36-22; DESIGNATING A CHARACTER AREA FOR THE PROPERTY AND CLASSIFYING THE USE OF THE PROPERTY; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the CHP, (the “Owner”) is the sole landowner of certain parcels of property, consisting of 3.73 +/- acres, more or less, currently located within the city limits of the City of Dahlonega, the address of said properties being 1127 Highway 52 East Dahlonega, GA 30533, which is identified as Tax Parcel 078 110, and 75 Rock House Road, Dahlonega, Georgia, which is identified as Tax Parcel 078 189 ("Property"); and

WHEREAS, a complete legal description of the Property is more fully set forth hereinbelow; and on January 30, 2025, the Lumpkin County attorney received a copy of a written and signed deannexation application from Joey Homans, attorney, as representative for the Owner (the “Application”) submitted to the City of Dahlonega, which Application contained a complete description of the lands to be deannexed; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Dahlonega authority to accept an application for deannexation upon the written and signed application of all of the owners of all of the land proposed to be deannexed; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Dahlonega authority to pass an ordinance to complete the deannexation of land upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; in this case, the applicable county is Lumpkin County, Georgia; and

WHEREAS, the Board of Commissioners of Lumpkin County, Georgia is granted authority pursuant to O.C.G.A. § 36-36-22 to consent to the deannexation of the Property; and

WHEREAS, the Board of Commissioners of Lumpkin County, Georgia, has determined that it is in the best interests of the county to consent to the deannexation of the Property; and

WHEREAS, accordingly, as a part of the deannexation, the Board of Commissioners of Lumpkin County, Georgia has deemed it appropriate to designate the character area of the property and classify the current use of the property under the county's land use code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF LUMPKIN COUNTY, GEORGIA AND IT IS HEREBY RESOLVED:

Section I

A more particular description of the Property is described as follows:

See Exhibits A, Exhibit B-1 and Exhibit B-2

Section II

The Board of Commissioners of Lumpkin County, Georgia hereby consents to the request of CHP to deannex the Property currently located within the city limits of the City of Dahlonega, Georgia pursuant to O.C.G.A. § 36-36-22, and, upon receipt of this Resolution by Lumpkin County, Georgia consenting to the deannexation of the Property, the City of Dahlonega may adopt an ordinance providing for the following: that the Property is deannexed, that the Property ceases to constitute a part of the lands within the city limits of the City of Dahlonega, and that an identification of the Property be filed by the City of Dahlonega with the Georgia Department of Community Affairs.

Section III

The Property shall be, and is hereby, characterized and designated on the County's character area map as Neighborhood Village Centers, which is a General Development Character Area.

The current use on Parcel 078 189 shall be, and is hereby, classified as 'Medical & Related Services'.

The current use on Parcel 078 110 shall be, and is hereby, classified as 'General Retail (Extensive)', which shall be recognized and considered as a nonconforming use under the Land Use Code of Lumpkin County, Georgia.

Section IV

This Resolution shall become effective upon its approval by the Board of Commissioners.

BE IT FURTHER RESOLVED THAT the Commissioners, County Manager and/or County Attorney(s) are authorized to sign any and all documents that may be necessary to effectuate any of the action approved and/or consented to hereinabove.

SO RESOLVED this 18th day of March, 2025.

**LUMPKIN COUNTY BOARD OF
COMMISSIONERS**

Chris Dockery, Chairman

This is to certify that I am the Lumpkin County Clerk. As such, I keep its official records, including its Minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the Official Minutes.

ATTEST:

Melissa Witcher, Clerk

EXHIBIT A

LEGAL DESCRIPTION

1) Tax Parcel Number 078 110

All that tract or parcel of land lying and being in Land Lot 1132 or the 12th District, 1st Section of Lumpkin County, Georgia, consisting of 1.21 acres, more or less, together with all improvements located thereon, and being more particularly set out on a plat of survey dated October 10, 1991, prepared for Mike McKendree by Owen Patton, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 24, Page 29, Lumpkin County Records, and is incorporated herein by reference for a more detailed description.

2) Tax Parcel Number 078 189

All that Tract or parcel of land lying and being in Land Lots 1103 & 1132 of the 12th District, 1st Section of Lumpkin County, Georgia, and being more particularly described as commencing at the Point of Beginning, being the intersection of the north line of land lot 1132 of the 12th District, 1st Section of Lumpkin County, Georgia and the western edge of the right of way of Rock House Road, thence South 32°06'56" West, a distance of 418.20 feet along the right of way of Rock House Road; thence North 57°20'08" West, a distance of 161.57 feet to the beginning of a curve tangent to said line; thence northwesterly and northerly a distance of 318.21 feet along the curve concave to the northeast, having a radius of 310.00 feet and a central angle of 58°48'50" and a cord bearing of North 27°55'43" West and distance of 304.43 feet; thence North 01°28'42" East tangent to said curve, a distance of 2.38 feet to the north line of land lot 1103 of the 12th district 1st section; thence South 89°31'54" East, a distance of 82.19 feet to the common corner on the north side of land lots 1103 and 1132; thence South 89°29'53" East, a distance of 418.69 feet along the north line of land lot 1132 to the Point of Beginning. Containing 2.5214 Acres, more or less.

EXHIBIT B-1

LEGEND:

- LAND LOT LINE
- CONC. MONUMENT FOUND
- IRON PIN FOUND
- IRON PIN SET
- RIGHT-OF-WAY
- PROPERTY LINE
- CENTER LINE
- POWER LINE
- TELEPHONE POLE
- ELEC. POWER LINE
- CRIMPED TOP PIN SET



NOTES:

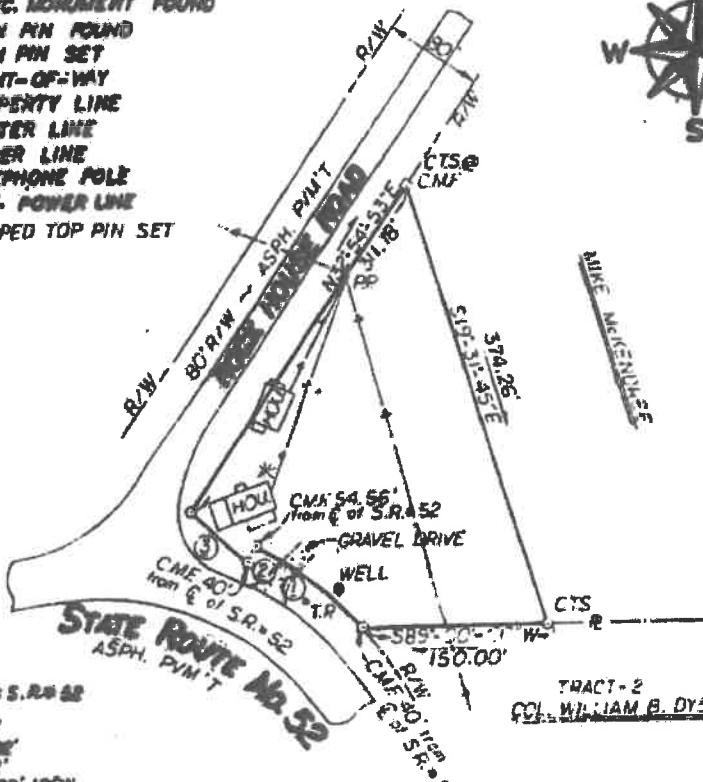
THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA.

AREA: **1.21 ACRES**

EQUIPMENT USED: TOPCON G.T.S.-2

THIS PLAT IS SUBJECT TO ALL EASEMENTS.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 404,424.0 FEET.



GEORGIA, LUMPKIN COUNTY
CLERK'S OFFICE SUPERIOR COURT

For 3:10 P. Feb. 27, 1992
 Before Plat Book 24 Page 29
 By 27th Day Feb 1992
Edward E. Tucker
 EDWARD E. TUCKER, CLERK



NOTE: No further Planning Commission approval required at this time. However, the structure marked with an asterisk (*), known as the 'Rock House' Store, is not to be used as a residence.

SURVEY FOR:

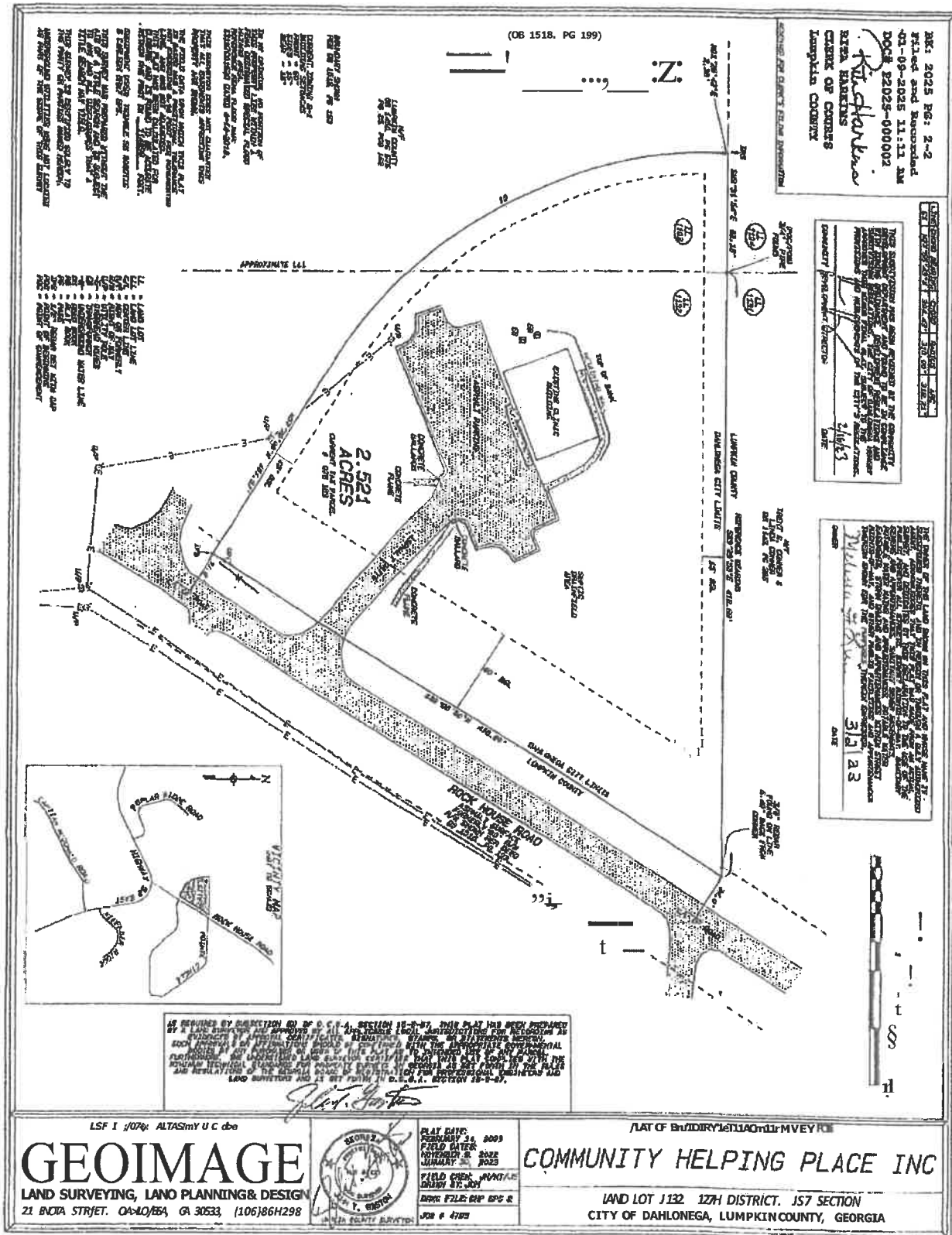
MIKE MCKENDREE

LOCATED IN:

LAND LOTS-1132
 12TH DISTRICT ~ 1ST SECTION
 LUMPKIN COUNTY, GEORGIA

PREPARED BY:
PATTON - PATTON INC.
 FURNISHED GEORGIA LAND SURVEYOR
 807 BULLOCKFORD ROAD
 GAINESVILLE, GEORGIA
 (404) 536-6444

SCALE 1" = 100'
 GRAPHIC SCALE
 0 5' 10' 15' 20'



ORDINANCE 2025-3

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAHLONEGA TO ACCEPT THE APPLICATION OF COMMUNITY HELPING PLACE ("CHP") TO DEANNEX CERTAIN PROPERTY CURRENTLY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DAHLONEGA ("PROPERTY") PURSUANT TO O.C.G.A. § 36-36-22; TO ACKNOWLEDGE RECEIPT OF THE RESOLUTION BY LUMPKIN COUNTY, GEORGIA CONSENTING TO THE DEANNEXATION OF THE PROPERTY; TO DEANNEX SAID PROPERTY; TO CONFIRM THAT SAID PROPERTY CEASES TO CONSTITUTE A PART OF THE LANDS WITHIN THE CITY LIMITS OF THE CITY OF DAHLONEGA; TO INSTRUCT THAT AN IDENTIFICATION OF THE PROPERTY BE FILED BY THE CITY OF DAHLONEGA WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Community Helping Place, Inc. ("CHP") is the sole landowner of certain pieces of property, consisting of 3.73 +/- acres, more or less, currently located within the city limits of the City of Dahlonega, the addresses of said properties being 1127 Highway 52 East (A) and 75 Rock House Road, Dahlonega, Georgia 30533 ("Property"); and

WHEREAS, a complete legal description of the Property is more fully set forth hereinbelow; and

WHEREAS, on January 30, 2025, the City of Dahlonega received a written and signed deannexation application from Joey Homans, as legal representative for the Owner (the "Application"), which Application contained a complete description of the lands to be deannexed by the City of Dahlonega following the deannexation hearings, if approved; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Dahlonega authority to accept an application for deannexation upon the written and signed application of all of the owners of all of the land proposed to be deannexed; and

WHEREAS, O.C.G.A. § 36-36-22 grants the City of Dahlonega authority to pass an ordinance to complete the deannexation of land upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; in this case, the applicable county is Lumpkin County, Georgia; and

WHEREAS, the City of Dahlonega is in receipt of a resolution by Lumpkin County dated March 18, 2025, consenting to the deannexation of the Property requested in CHP's Application;

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE GOVERNING BODY FOR THE CITY OF DAHLONEGA AS FOLLOWS:

Section I

The City Council of the City of Dahlonega hereby accepts the application of CHP to deannex that certain defined Property currently located within the city limits of the City of Dahlonega, Georgia pursuant to O.C.G.A. § 36-36-22 and hereby acknowledge receipt of a resolution by Lumpkin County, Georgia consenting to the deannexation of the Property.

Section II

That from and after the passage of this Ordinance the following described lands are and shall be deannexed from the existing corporate limits of the City of Dahlonega, Georgia, so that said lands shall cease to constitute a part of the land within the corporate limits of the City of Dahlonega, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

See Exhibits A, B-1 and B-2

Section III

The Community Development Department of the City of Dahlonega is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands deannexed from the City of Dahlonega by this Ordinance.

Section IV

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section V

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

Section VI

The effective date of this Ordinance shall be date of approval/adoption by the governing body of the City of Dahlonaga, Georgia.

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to effectuate the deannexation of the Property.

Adopted this ____ day of March, 2025.

JoAnne Taylor, Mayor

This is to certify that I am City Clerk of the City of Dahlonaga. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Rhonda Hansard, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

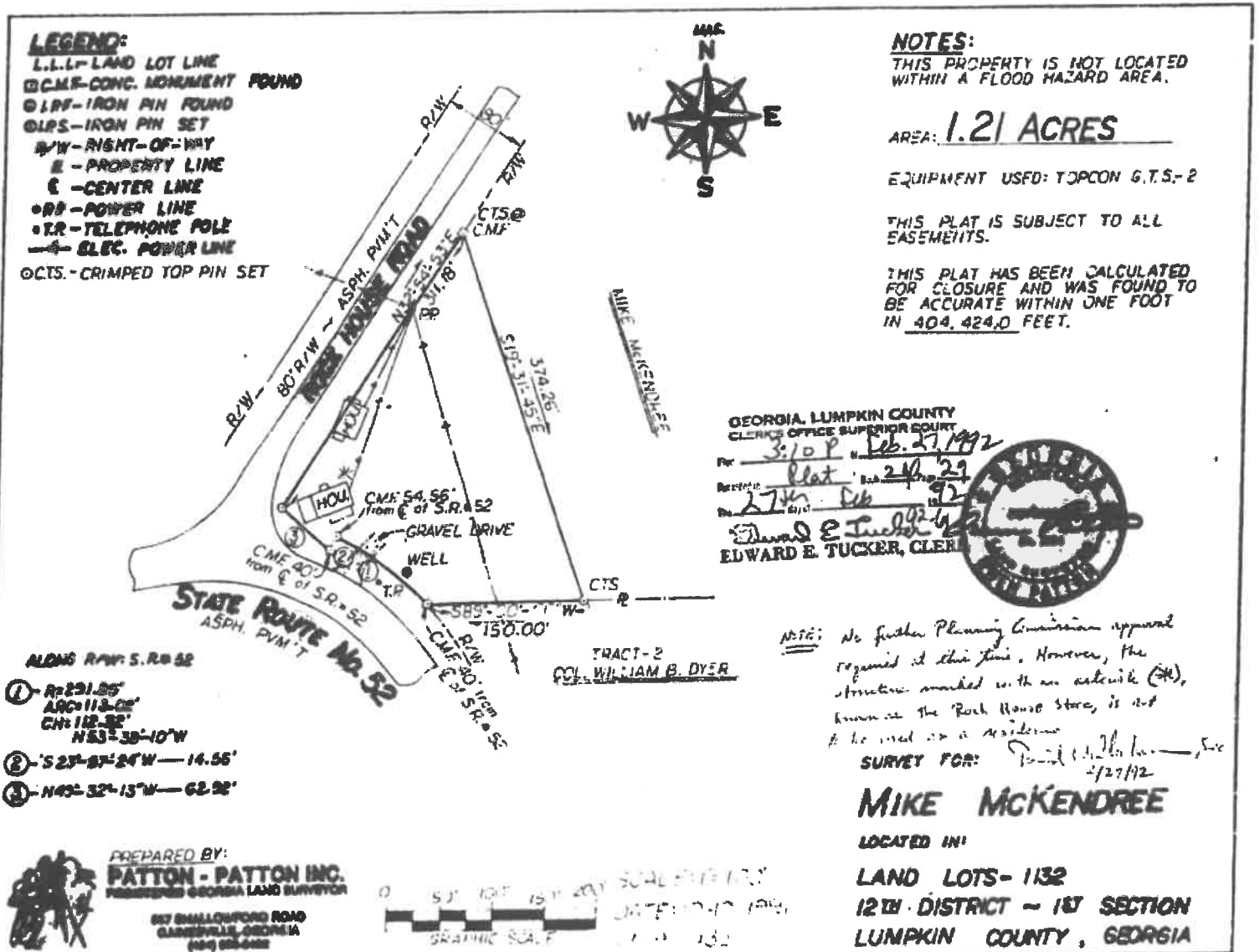
1) Tax Parcel Number 078 110

All that tract or parcel of land lying and being in Land Lot 1132 or the 12th District, 1st Section of Lumpkin County, Georgia, consisting of 1.21 acres, more or less, together with all improvements located thereon, and being more particularly set out on a plat of survey dated October 10, 1991, prepared for Mike McKendree by Owen Patton, Georgia Registered Land Surveyor. This plat is recorded in Plat Book 24, Page 29, Lumpkin County Records, and is incorporated herein by reference for a more detailed description.

2) Tax Parcel Number 078 189

All that Tract or parcel of land lying and being in Land Lots 1103 & 1132 of the 12th District, 1st Section of Lumpkin County, Georgia, and being more particularly described as commencing at the Point of Beginning, being the intersection of the north line of land lot 1132 of the 12th District, 1st Section of Lumpkin County, Georgia and the western edge of the right of way of Rock House Road, thence South 32°06'56" West, a distance of 418.20 feet along the right of way of Rock House Road; thence North 57°20'08" West, a distance of 161.57 feet to the beginning of a curve tangent to said line; thence northwesterly and northerly a distance of 318.21 feet along the curve concave to the northeast, having a radius of 310.00 feet and a central angle of 58°48'50" and a cord bearing of North 27°55'43" West and distance of 304.43 feet; thence North 01°28'42" East tangent to said curve, a distance of 2.38 feet to the north line of land lot 1103 of the 12th district 1st section; thence South 89°31'54" East, a distance of 82.19 feet to the common corner on the north side of land lots 1103 and 1132; thence South 89°29'53" East, a distance of 418.69 feet along the north line of land lot 1132 to the Point of Beginning. Containing 2.5214 Acres, more or less.

EXHIBIT B-1







City Council Agenda Memo

DATE: March 26, 2025
TITLE: Change to Open Container Footprint for the Downtown Development Authority's First Friday Concert Series 2025
PRESENTED BY: Doug Parks, City Attorney, Ariel Alexander, Downtown Development Director

AGENDA ITEM DESCRIPTION

Proposal to suspend the enforcement of open containers in a specific area at the DDA/Main Street First Friday Concerts so that attendees may carry their alcoholic beverages in the proposed location for the dates of May 2, June 6, July 4, August 1, September 5, and October 3, 2025, from 4:00 p.m. to 9:00 p.m.

HISTORY/PAST ACTION

None.

FINANCIAL IMPACT

None.

RECOMMENDATION

Staff recommends suspending the appropriate ordinances for this event. Each vendor will be required to obtain a City of Dahlonega off-site catering permit and provide proof of liability insurance coverage that names the city as Additional Insured. Additionally, they will each be required to provide proof of liquor liability coverage.

SUGGESTED MOTIONS

I make a motion to suspend enforcement of the open container laws of the City of Dahlonega, including but not limited to the following: The Code of the City of Dahlonega, Georgia, Chapter 22, Article II, Section 22- 32, Section 22-33, Section 22-34, Section 22-35, within the geographical area set aside for alcohol sales and consumption within that certain boundary designated by the Downtown Development Authority for the First Friday Concert Series, the duration of the suspension to run concurrently with each event date and time.

ATTACHMENTS

First Friday Concert Series Event Map

Downtown Development Authority & Main Street Program First Friday Concert Series Open Container Boundary

May 2, June 6, July 4, August 1, September 5, October 3, 2025,
from 4:00 P.M. to 9:00 P.M.



CONTRACT DOCUMENTS

**SR 9/ SR 60/ US 19/ MORRISON MOORE PKWY (FROM 60 BUS.
TO CR 189/ WIMPY MILL ROAD) PED. BRIDGE & SIDEWALK
IMPROVEMENTS**

G.D.O.T. P.I. 0016629

CITY OF DAHLONEGA, GEORGIA



APRIL 2025

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Dahlonega (“Owner”) and STRICKLAND & SONS PIPELINE, INC. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The Project consists of constructing a pedestrian bridge and sidewalk improvements on SR 9/SR 60 from SR 60BU to North of Yahoola Creek.

ARTICLE 3 – THE ENGINEER

- 3.01 The Project has been designed by **WSP Environment & Infrastructure, Inc.**
- 3.02 The Owner has retained **BCC Engineering, LLC dba Heath & Lineback** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Time: Days*

- A. The Work will be substantially completed within 548 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and ready for final payment in accordance with Paragraph 15.06 of the General Conditions.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not substantially completed, and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving

in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages will be in accordance with GDOT Standard Specifications Section 108.08

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract.

- A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as **Exhibit A**.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 100% of the work (with no retainage held)

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRATOR'S REPRESENTATIONS

- 8.01 In order to induce the Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractor doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on
(1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and three (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents,
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution therefore by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exceptional prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive)
 - 2. Performance bond (pages 8 to 10, inclusive)
 - 3. Payment bond (pages 11 to 13 inclusive)
 - 4. Other Bonds.
 - a. Bid Bond (pages 99 to 100 inclusive)
 - 5. General Conditions (pages 14 to 79 inclusive)
 - 6. Supplementary Conditions (pages 80 to 85 inclusive)
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached by incorporated by reference) consisting of 148 sheets with each sheet bearing the following general title: *SR 9/ SR 60/ US 19/ Morrison Moore Pkwy (From 60 BUS. to CR 189/ Wimpy Mill Road) Ped. Bridge & Sidewalk Improvements*
 - 9. Addenda (pages 233 to 234, inclusive)
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 86 to 232 inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives
 - c. Change Orders
 - d. Field Orders
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MICELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each bind itself, its successors, assigns, and legal representatives to the other arty hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in completing for or in executing the Contract. For the purposes of this Paragraph 10.05.
1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement,

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: City of Dahlonge

CONTRACTOR: STRICKLAND & SONS PIPELINE, INC.

By: _____

By: Robert F. Strickland

Title: _____

Title: President

*(If Contractor is a corporation, a partnership,
or a joint venture, attach evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

*(If Owner is a corporation, attach evidence of
authority to sign. If Owner is a public body,
attach evidence of authority to sign and
resolution or other documents authorizing
execution of this Agreement.*

*NOTE TO USER: Use in those states or other
jurisdictions where applicable or required.*

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner

the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which

5/7/23

the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-615, Payment Bond

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2)

on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully

asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*-Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*-The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*-The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*-The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*-An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*-The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*-The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*-A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*-A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*-(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*-Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*-The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*-Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*-The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*-The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*-The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*-See Paragraph 13.01 for definition.
18. *Drawings*-The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*-The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*-The individual or entity named as such in the Agreement.
21. *Field Order*-A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*-The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*-Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*-Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*-A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*-The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*-A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*-The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*-A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*-The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*-The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*-The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*-Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*-A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*-A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*-All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*-Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*-The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*-An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*-The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*-The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*-The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*-A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*-Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*-All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*-Work to be paid for on the basis of unit prices.
47. *Work*-The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*-A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*:
 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design

concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in

the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to

complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or

Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation-RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times ~~and Contract Price~~ as its sole remedy. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the

Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor ~~may~~shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

a.b. any adjustment in Contract Price must be made before Contractor has incurred any additional costs and is determined in the manner provided in Article 109.05 of the 2021 GDOT Specifications

b.c. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- ~~e.d.~~ Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the ~~Contract Price or~~ Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15),

identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work

stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies

Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance-General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability-Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability-Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured-Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout

the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been

given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- 7.06 *Concerning Subcontractors, Suppliers, and Others*
- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
 - B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
 - C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier,

or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange

to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the ~~Contract Price or the Contract Times, or both~~. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any

such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such

decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other

engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

- B. An adjustment in the Contract Price will be determined as follows and in accordance with Article 109.05 of the 2021 GDOT Standard Specifications:
1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 - 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the

parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and

payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly

employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects,

and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and

equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
 2. correct such defective Work;
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
 - B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- 16.04 *Contractor May Stop Work or Terminate*
- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
 - B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01 Add the following paragraph 2.01.D after paragraph 2.01.C:

- D. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the Section 005410 "Certificate of Owner's Attorney".

SC-2.03.A.2 Delete Paragraph 2.03.A.2 in its entirety.

SC-2.05.A.2 Delete Paragraph 2.05.A.2 in its entirety.

ARTICLE 4 - COMMENCEMENT AND PROSECUTION OF THE WORK

SC-4.01.A Delete the Paragraph 4.01.A and insert the following:

- A. Notice to Proceed shall conform to Georgia Department of Transportation Section 108.02.

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.06 Add the following subparagraphs 5.06.A.1 and 5.06.A.2:

1. The following reports of Hazardous Environmental Conditions at the Site are known to the Owner:
 - a. Report dated _____, prepared by _____ entitled: " _____", consisting of _____ pages. The Technical Data contained in such report upon whose accuracy Contractor may rely are *[here indicate any such Technical Data or state "none."]*.
2. The following drawings of Hazardous Environmental Conditions at the Site are known to the Owner:
 - a. Drawings dated _____, of _____, prepared by _____, entitled: " _____" consisting of _____ sheets numbered to _____, inclusive.
 - 1) All of the information in such drawings constitutes Technical Data on whose accuracy Contractor may rely, except for _____ appearing on Drawing No. _____ and _____ appearing on Drawing No. _____.
 - 1) None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.
3. Contractor may examine copies of reports and drawings identified in SC 5.06.A.1 and SC 5.06.A.2 that were not included with the Bidding Documents at _____ *[insert location]* during regular business hours, or may request copies from Engineer.

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Condition at the Site are known to the Owner.
- B. Not used.

ARTICLE 6 - BONDS AND INSURANCE

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SC-6.01 Delete Paragraph 6.01.A and insert the following:

Bonds amounts are required per Georgia Department of Transportation Section 103.05.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>500,000</u>

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ <u>3,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	\$ <u>1,000,000</u>
Each accident	\$ <u>1,000,000</u>

Property Damage:

SUPPLEMENTARY CONDITIONS

Each accident	\$ <u>1,000,000</u>
[or]	
Combined Single Limit of	\$ <u>1,000,000</u>

SC-6.05 Add the following new subparagraph after subparagraph 6.05.A.1:

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:

SC-6.05 Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

SC-6.05 Delete the first sentence of Paragraph 6.05.A and insert the following sentence in its place:

Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

SC-7.03 Add a new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall use suppliers on the appropriate GDOT Qualified Products List.

SC-7.06 Add a new sentence at the end of Paragraph 7.06.A as follows:

Contractor to perform at least 30% of the Contract as specified in Georgia Department of Transportation Section 108.01.

SC-7.06 Revise the 2nd sentence of Section 7.06.A to state:

Such Subcontractors and Suppliers must be acceptable to the Owner and GDOT prequalified or registered.

SC-7.11 Delete Section 7.11 in its entirety.

SUPPLEMENTARY CONDITIONS

SC-7.17 Delete Paragraphs 7.17.A through 7.17.D in their entirety

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.03 Delete Paragraph 13.03.E and insert the following:
Refer to Georgia Department of Transportation Section 109.04 for Payment and Compensation for Altered Quantities for items not requiring a supplemental agreement.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR
ACCEPTANCE OF DEVECTIVE WORK**

SC-14.01 Revise Section 14.01.A to read as follows:
Representatives of the Federal Government, Owner, Engineer, their consultants, and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

SC-14.02 Add the following new paragraph immediately after Paragraph 14.02.F of the General Conditions:

SC-14.02.G All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. The Sponsor is to submit Form OM-LAP-1v8, Federal-Aid Local Let Projects Materials Quality Assurance, Revised August 31, 2017, to the GDOT Office of Materials prior to start of construction. The Sponsor is responsible for the quality assurance testing usually through use of a consulting firm qualified in Area Classes 604a and 604b. GDOT will perform the Independent Assurance testing based on the specific certified testers identified on the Form OM-LAP-1v8. The Contractor is responsible for asphalt mixture acceptance testing at the plant and verification testing for compaction results from the roadway. See GDOT Local Administered Projects Manual, Chapter 11 and Appendix G, for specific requirements.

**ARTICLE 15 - PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION;
CORRECTION PERIOD**

SC-15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount (subject to any Owner set-offs) less any reduction under the provisions of Paragraph 14.02.E will become due ten days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.02 Delete Section 15.02 in its entirety.

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-

SUPPLEMENTARY CONDITIONS

testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 17 - FINAL RESOLUTION OF DISPUTES

SC-17.03 **Add the following new paragraph immediately after Paragraph 17.02:** *[Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new paragraph immediately after Paragraph 17.01" and revise the numbering accordingly.]*

SC-17.03 **Attorneys' Fees:** For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

0016629 CONTRACT - EXHIBIT A



CITY OF DAHLONEGA

465 Riley Road

Dahlonega, Georgia 30533

Phone (706) 864-6133

CONTRACTOR BID DOCUMENTS

CITY OF DAHLONEGA MORRISON MOORE PEDESTRIAN BRIDGE AND SIDEWALKS PROJECT

G.D.O.T. P.I. 0016629

BID OPENING DATE AND TIME-

WEDNESDAY DECEMBER 11, 2024 @ 2:00 PMEST

SPONSOR:

CITY OF DAHLONEGA GEORGIA

LUMPKIN COUNTY

PREPARED BY: WSP USA E&I INC.

Bidder

Name: Strickland & Sons Pipeline, Inc.

Address: 1551 Fullenwider Road

City, State, Zip Code: Gainesville GA 30507

*****IMPORTANT NOTE: ALL REQUIRED INFORMATION SHALL BE ENTERED BY HAND OR STAMP. FAILURE TO RETURN ALL DOCUMENTS CONTAINED IN AND RE JUIRED BY THIS BID PACKAGE SHALL RESULT IN DIS UALIFICATION OF THE BID. *****

1



Revisions




November 25, 2024 -

1. Added Revisions Page (Page 1A)
2. Replaced Davis-Bacon Wage Rates Tables with current accepted tables. (Pages 45-50)

1A



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		<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th colspan="2">REVISION DATES</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISION DATES																						<p style="text-align: center;">SIGNATURE DRAWING</p> <p>SR 94 SR 60/ US 19/ MORRISON MOORE PKWY FROM SR 60 BUS. TO CR 189/WIMPY MILL RD PED. BRIDGE & SIDEWALK IMPROVEMENTS</p> <table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <td>DESIGN</td> <td>CHECK</td> <td>DATE</td> </tr> <tr> <td>DRAWN</td> <td>CHECK</td> <td>DATE</td> </tr> <tr> <td>REVIEWED</td> <td>CHECK</td> <td>DATE</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> <p style="text-align: right; font-weight: bold;">DRAWING NO. 01-0003</p>	DESIGN	CHECK	DATE	DRAWN	CHECK	DATE	REVIEWED	CHECK	DATE			
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- Page 147 -

CITY OF DAHLONEGA-PROJECT PI 0016629

PROJECT NOTES

THE D.B.E. GOAL FOR THIS PROJECT IS 8.00 %.

All bidders shall submit a list of all proposed DBE participants on the forms provided in this document. Please refer to the following Specification-102.07 Rejection of Proposals.

*******If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the 2021 GDOT Standard Specifications Construction of Transportation Systems.**

Bidder hereby agrees to commence work under this contract within **10 DAYS after issuance of notice to proceed and to complete the project within 18 months from notice to proceed date.**

Bid Package includes all documents included in this Invitation to Bid Package. --- (including instructions to Bidders and Project Specifications)

Use the 2021 GDOT Standard Specifications Construction of Transportation Systems, 2024 Supplemental Specifications Book, and the 2024 GDOT Construction Standards and Details Book.

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Instructions to Bidders

1. All bids must be submitted on the form provided by the City of Dahlonega.
2. **Submit three (3) hard copies of the complete bid package in a sealed envelope with the project name, bid date and company name clearly marked on the outside of the envelope. The City of Dahlonega must receive all bids no later than 2:00 p.m. on December 11, 2024.**
3. All bids must include a 5% bid bond with submission. No exceptions . All bids must be executed by an officer of the company legally authorized to execute documents and to bind the company financially. The corporate seal, if appropriate, must be affixed to the bid.
4. No facsimile copies will be accepted. City of Dahlonega will not accept any bids received after the bid closing time.
5. Project bid documents may be obtained at City of Dahlonega City Office, 465 Riley Road, Dahlonega, Georgia 30533 between the hours of 8:00 am and 5:00 pm, Monday through Friday.
6. Bid packages and the link to the plans may be accessed at www.dahlonega.gov/departments/purchasing or requested by email from Ms. Brittany Lee blee@dahlonega.gov or by phone @ (706) 482-2721.
7. No telephone inquiries will be addressed regarding this bid
No verbal response will be made to any requests for information.
Any procedural questions must be submitted in writing via Email to:

WSP USA E&I INC.

Email: Morrison.Moore.PedBridge@wsp.com

Subject Line: Dahlonega Ped Bridge Bid Question

8. Any questions regarding the project scope documents and/or specifications must be submitted in writing no later than Friday, November 22, 2024 at 12:00 PM. A written response, if required, will be provided to all known bidders in the form of written addenda. All addenda so issued shall become a part of the contract documents. Submit all technical questions to:

WSP USA E&I INC.

Email: Morrison.Moore.PedBridge@wsp.com

Subject Line: Dahlonega Ped Bridge Bid Question

9. The Bidder, before making his bid, shall examine the documents specifications, and the project site(s) and shall make such examinations on the ground as may be necessary to thoroughly familiarize himself with the nature and extent of the proposed construction and with all local conditions affecting the work

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The Bidder shall also accept the premises in its present condition and complete all work in accordance with the requirements of the specifications and as shown on the documents. The Owner will not be responsible for Bidder's errors and misjudgment nor for failure to obtain information on local conditions or general laws or regulations pertaining thereto. At the time of the opening of bids, each Bidder will also be presumed to have read and to be thoroughly familiar with the documents, contract documents (including all addenda), and the construction specifications. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect of his bid.

10. The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

11. ***NOTE: A performance bond and payment bond that both conform to GDOT SECTION 103.5 for Georgia Resident Contractors and Nonresident Contractors will be required at the execution of the Contract***. If the contract is awarded in accordance with GDOT SECTION 103.2, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements. Any decisions of City of Dahlonega regarding the bid and selection process are final.

12. Prior to execution of the contract documents, a certificate of insurance will be required to be provided to the Owner. Coverage must be maintained for the duration of the project. Each policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to City of Dahlonega, Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

All coverage for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain limits no less than the following:

General Liability \$2,000,000: General Liability combined single limit per occurrence, for bodily injury, personal injury, and property damage.

Automobile Liability \$2,000,000: Automobile Liability combined single limit per accident, for bodily injury, and property damage, when applicable.

Worker's Compensation and Employer's Liability \$1,000,000: Employers' Liability limit per accident and Worker's Compensation as per statutory requirements.

Umbrella Excess Liability \$10,000,000: per occurrence.

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ADDITIONAL BID DOCUMENT INFORMATION

Contract Time: The contractor shall complete the project work within 18 months from the Notice to Proceed Date that will be supplied by City of Dahlonge.

Engineer: The project will be overseen by City of Dahlonge and/or a representative. City of Dahlonge will retain the services of a Professional Engineer for project management and inspection. Any reference hereinafter to Engineer shall be deemed to mean City of Dahlonge or their designated representative. The Engineer will assume all the duties and responsibilities and will have the rights and authority assigned to the Engineer in the contract documents in connection with completion of the work in accordance with the contract documents.

Base Bid: The contractor shall submit pricing in accordance with the attached Bid Schedule to complete the work in accordance with the approved Documents and Specifications. Bid shall indicate pricing for base bid and any alternates.

Bid Award: The Mayor and City Council will review the bids and select the lowest and best bid. City of Dahlonge reserves the right to reject any and all bids. **The bid submitted must remain valid for a period of 120 days from bid date.**

Preconstruction Conference: A Preconstruction Conference will be held with the selected contractor prior to issuing a Notice to Proceed. The Preconstruction Conference will allow for discussion of schedule, traffic control, inspection and notification requirements, utility issues, etc. that may be applicable. The selected contractor must submit a proposed project schedule that outlines the sequence and scheduling of project activities including a traffic control plan and any proposed subcontractors to be utilized on this project. The date and time of the Preconstruction Conference will be determined by City of Dahlonge after bid award. All workmanship and materials must comply with applicable GDOT Specifications (latest edition) and GDOT Construction Standards and/or Details.

Maintenance During Construction: The contractor is responsible for maintenance of the project area from the beginning of construction operations until final acceptance in accordance with Sections 104.05, 105.14, and 107.13.

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Utility Coordination: The contractor is responsible for complying with all 811 "Call Before You Dig" laws and requirements. The contractor must notify City of Dahlonega if any discrepancies or conflicts are found. The contractor shall notify any affected utility owners in accordance with Section 107.21 of the latest edition of the Georgia Department of Specifications prior to beginning construction.

Inspection of the Work: The contractor must provide access to the work for inspection by representatives of City of Dahlonega as per Section 105.11. The contractor must contact Project Engineer or his representative, at least 48 hours prior to beginning construction.

Traffic Control: The safety of the traveling public is paramount and must be provided for in accordance with Subsections 107.07, 107.09, and Section 150. The contractor must prepare and submit a traffic control plan in accordance with the current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

Subcontractors: The contractor shall submit a list of any proposed subcontractors at the Preconstruction Conference for approval. The list shall indicate Name, Address, Contact Person for the company, and the area(s) of work that they plan to accomplish.

Erosion Control: All erosion control items must be from a GDOT approved source. The contractor must notify the Local Government of the 24-hour contact person, including telephone number and the project "Competent Person" in accordance with NPDES requirements, as applicable.

Payment: Contractor to submit pay request to City of Dahlonega and City of Dahlonega agrees to review and process pay requests within 30 days from receipt.

Materials: All materials used in this subject Work shall be preapproved by the Engineer prior to construction. All materials must comply with the Georgia Department of Transportation's Qualified Products List, as applicable.

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Bid Documents

The bid package shall consist of the following.

Bid Package includes all documents included in this Invitation to Bid Package. --- (including instructions to Bidders and Project Specifications)

Use the 2021 GDOT Specifications, the 2024 GDOT Construction Standards and Details Book and the 2024 Supplemental Specifications Book.

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BID SCHEDULE

Mail or hand deliver three (3) Hard copies of the Complete Bid Packages to:

**City of Dahlonega
City Offices
465 Riley Road
Dahlonega, Georgia 30533
(706) 482-2706**

Attn: Brittany Lee, City of Dahlonega Finance

PROJECTNAME: SR 9/SR 60/US 19/MORRISON MOORE PARKWAY (FROM SR 60 BUS. TO CR 189/WIMPY MILL RD) PEDESTRIAN BRIDGE AND SIDEWALK IMPROVEMENTS

The undersigned, as Bidder hereby declares that the only person or persons, company, or parties interested in this bid is or are names herein; and that this bid is made without connection with any other person, company or parties making bid and that it is in all respects fair and in good faith, without collusion or fraud.

The Bidder further declares that he has carefully examined the site of the work has read, and understands the documents, specifications, and contract documents relative thereto and has read all special provisions and addenda furnished prior to the opening of bids; and the Bidder further declares that he has informed himself fully in regard to all conditions and requirements pertaining to the work.

The Bidder proposes and agrees, if this bid is accepted, to enter into agreement with the Owner in the form of the contract specified and to furnish all labor, tools, equipment, and incidentals necessary to complete the work in full and in accordance with the shown, noted, described, and intended requirements of the contract documents. The Contractor shall be responsible for ordering materials in a timely manner to insure no delay in progress of the work. The Contractor shall submit the invoices, tickets, or any and all other documentation that may be acceptable to the Owner for their payment.

Bidder accepts all of the terms and conditions of the instructions to bidders, including without limitation, these dealing with the disposition of the bid security.

The bidder agrees that, at the time of signing the contract, he will furnish the Performance Bond and Payment Bond on the forms attached hereto conforming to the requirements of GDOT SECTION 103.5. Bidder will also furnish all the required insurance certificates.

The undersigned agrees to furnish all labor, equipment, and materials necessary to complete the work shown, indicated, and specified in the documents, specifications, and bid schedule.

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Strickland & Sons Pipeline, Inc.
1551 Fullenwider Road
Gainesville, GA 30507

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Dahlonega
465 Riley Road
Dahlonega, GA 30533

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

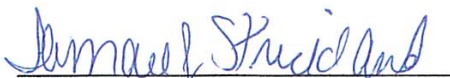
Morrison Moore Pedestrian Bridge and Sidewalk - Project # GDOT PI # 0016629

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of December, 2024


(Witness) TAMARA J. STRICKLAND

Strickland & Sons Pipeline, Inc.

(Principal)

By: 
(Title) ROBERT F. STRICKLAND

PRESIDENT

Liberty Mutual Insurance Company

(Surety)

(Seal)

By: 
(Title) Felisa H. Vaughan Attorney-in-Fact



S-0054/AS 8/10



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Felisa H. Vaughan all of the city of Alpharetta, state of GA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: Strickland & Sons Pipeline, Inc.
Obligee Name: City of Dahlonaga
Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of September, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of September, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of December, 2024.



Seal No. 5704



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMIC, OCIC, WAIC - SurePath_092024



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

October 28, 2024

CERTIFICATE OF QUALIFICATION
Vendor ID: 2ST830

Strickland and Sons Pipeline, Inc.
1551 Fullenwider Road
Gainesville, GA 30507

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$176,900,000.00

CERTIFICATE EXPIRES: August 31, 2026

PRIMARY WORK CLASS/CODE: 670

SECONDARY WORK CLASS(ES)/CODE(S): 205, 205A, 209, 310, 441, 550, 615, 660 and 668

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Patrick Allen, P.E.
Chairman, Prequalification Committee/Contractors

PA:TKA

CITY OF DAHLONEGA MORRISON MOORE PEDESTRIAN BRIDGE AND SIDEWALK G.D.O.T. P.I. # 0016629---
CONTRACTOR BID DOCUMENT-ALL BIDDERS PLEASE FILL IN ALL YELLOW HIGHLIGHTED ITEMS

Line Number	Item #	ITEM DESCRIPTION	Quantity	Units	Unit Price	Amount
0005	150-1000	TRAFFIC CONTROL -- 0016629	1	LS	178,510.00	178,510.00
0010	163-0232	TEMPORARY GRASSING	2	AC	880.00	1,760.00
0015	163-0240	MULCH	24	TN	550.00	13,200.00
0020	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	9	EA	265.00	2,385.00
0025	163-0528	CONSTRUCT AND REMOVE FABRIC CHECK DAM TYPE C SILT FENCE	3200	LF	19.00	60,800.00
0030	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	3200	LF	8.00	25,600.00
0035	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	2750	LF	1.25	3,437.50
0040	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	2	EA	500.00	1,000.00
0045	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	12	EA	275.00	3,300.00
0050	165-0310	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	1	EA	850.00	850.00
0055	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	2	EA	3,500.00	7,000.00
0060	167-1000	WATER QUALITY MONITORING AND SAMPLING	8	EA	100.00	800.00
0065	167-1500	WATER QUALITY INSPECTIONS	18	MO	850.00	15,300.00
0070	170-1000	FLOATING SILT RETENTION BARRIER	240	LF	29.00	6,960.00
0075	171-0030	TEMPORARY SILT FENCE, TYPE C	5500	LF	4.00	22,000.00
0080	210-0100	GRADING COMPLETE -- 0016629	1	LS	605,128.00	605,128.00
0085	310-1101	GR AGGR BASE CRS, INCL MATL	1672	TN	48.00	80,256.00
0090	318-3000	AGGR SURF CRS	80	TN	48.00	3,840.00
0095	441-0018	DRIVEWAY CONCRETE, 8 IN TK	513	SY	120.00	61,560.00
0100	441-0104	CONC SIDEWALK, 4 IN	2600	SY	65.00	169,000.00
0105	441-0108	CONC SIDEWALK, 8 IN	20	SY	215.00	4,300.00
0110	441-0204	PLAIN CONC DITCH PAVING, 4 IN	1078	SY	110.00	118,580.00
0115	441-0300	CONC SPILLWAY, SPCL DES	6	EA	5,900.00	35,400.00
0120	441-0304	CONC SPILLWAY, TP 4	1	EA	4,200.00	4,200.00
0125	441-4030	CONC VALLEY GUTTER, 8 IN	307	SY	140.00	42,980.00

RFI #5
25,600.00
1/9/25

CITY OF DAHLONEGA MORRISON MOORE PEDESTRIAN BRIDGE AND SIDEWALK G.D.O.T. P.I. # 0016629---
CONTRACTOR BID DOCUMENT-ALL BIDDERS PLEASE FILL IN ALL YELLOW HIGHLIGHTED ITEMS

0130	441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	159	LF	36.00	5,724.00
0135	441-6222	CONC CURB & GUTTER, 8 IN X 30 IN, TP 2	7400	LF	46.00	340,400.00
0140	550-2180	SIDE DRAIN PIPE, 18 IN, H 1-10	100	LF	49.00	4,900.00
0145	550-3418	SAFETY END SECTION 18 IN, SIDE DRAIN, 4:1 SLOPE	4	EA	2,100.00	8,400.00
0150	550-3618	SAFETY END SECTION 18 IN, SIDE DRAIN, 6:1 SLOPE	2	EA	2,200.00	4,400.00
0155	500-3800	CLASS A CONCRETE, INCL REINF STEEL	11	CY	4,743.00	52,173.00
0160	550-4218	FLARED END SECTION 18 IN,	1	EA	3,000.00	3,000.00
0165	550-4242	STORM DRAIN FLARED END SECTION 42 IN,	1	EA	3,000.00	3,000.00
0170	550-5420	STORM DRAIN PIPE, 42 IN, CLASS III	16	LF	250.00	4,000.00
0175	550-5180	STORM DRAIN STORM DRAIN PIPE, 18 IN, CLASS III	140	LF	74.00	10,360.00
0180	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	600	SY	99.00	59,400.00
0185	611-4003	RECONSTRUCT MISC DRAINAGE STRUCTURE	9	EA	5,000.00	45,000.00
0190	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	75	SF	77.00	5,775.00
0195	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	53	SF	105.00	5,565.00
0200	636-2070	GALV STEEL POSTS, TP 7	312	LF	18.00	5,616.00
0205	641-1100	GUARDRAIL, TP T	19	LF	175.00	3,325.00
0210	641-1200	GUARDRAIL, TP W	433	LF	45.00	19,485.00
0215	641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA	2,500.00	5,000.00
0220	643-8200	BARRIER FENCE (ORANGE), 4 FT	3000	LF	2.50	7,500.00
0225	647-8200	LOOP DETECTOR, 6 FT X 6 FT, BIPOLE - 1 SR 9/ SR 52	1	EA	14,000.00	14,000.00
0230	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3425	LF	3.50	11,987.50
0235	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	30	LF	3.50	105.00
0240	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	400	LF	3.50	1,400.00
0245	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	166	SY	3.50	581.00
0250	668-1100	CATCH BASIN, GP 1	1	EA	3,500.00	3,500.00
0255	668-2100	DROP INLET, GP 1	1	EA	3,350.00	3,350.00
0260	668-4300	STORM SEWER MANHOLE, TP 1	1	EA	3,300.00	3,300.00
0265	668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	2	LF	500.00	1,000.00
0270	682-6233	CONDUIT, NONMETL, TP 3, 2 IN	310	LF	17.00	5,270.00

CITY OF DAHLONEGA MORRISON MOORE PEDESTRIAN BRIDGE AND SIDEWALK G.D.O.T. P.I. # 0016629----
CONTRACTOR BID DOCUMENT-ALL BIDDERS PLEASE FILL IN ALL YELLOW HIGHLIGHTED ITEMS

0275	682-2120	PULL BOX, TYPE 2	3	EA	1,750.00	5,250.00
0280	603-7000	PLASTIC FILTER FABRIC	600	SY	2.50	1,500.00
0285	700-7000	AGRICULTURAL LIME	1	TN	100.00	100.00
0290	700-8000	FERTILIZER MIXED GRADE	0.4	TN	4,000.00	1,600.00
0295	700-8100	FERTILIZER NITROGEN CONTENT	50	LS	2.30	115.00
0300	700-9300	SOD	4840	SY	12.00	58,080.00
0305	500-3002	CLASS AA CONCRETE	29	CY	4,200.00	121,800.00
0310	511-1000	BAR REINF STEEL	3911	LB	2.80	10,950.80
0315	515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	10	LF	175.00	1,750.00
0320	520-0353	H-PILE POINTS, HP 12 X 53	2	EA	250.00	500.00
0325	520-1125	PILING IN PLACE, STEEL H, HP 12 X 53	178	LF	385.00	68,530.00
0330	523-1100	DYNAMIC PILE TEST	2	EA	10,000.00	20,000.00
0335	524-0010	DRILLED CAISSON -- 48 IN	161	LF	6,400.00	1,030,400.00
0340	534-1000	PEDESTRIAN OVERPASS BRIDGE, STA -- BEGIN STA. 900+00.00	1	LS	585,620.00	585,620.00
0345	603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	979	SY	70.00	68,530.00
0350	603-7000	PLASTIC FILTER FABRIC	979	SY	2.50	2,447.50
0355	641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	3	EA	4,000.00	12,000.00
0360	500-3900	CLASS B CONCRETE, INCL REINF STEEL	3	CY	3,950.00	11,850.00
0365	636-1077	HIGHWAY SIGNS, ALUM EXTRUDED PANELS, REFL SHEETING, TP 9	21	SF	95.00	1,995.00
0370	636-2080	GALV STEEL POSTS, TP 8	17.5	LF	95.00	1,662.50
0375	636-3000	GALV STEEL STR SHAPE POST	99.75	LB	75.00	7,481.25
0380	636-9094	PILING IN PLACE, SIGNS, STEEL H, HP 12 X 53	3.75	LF	450.00	1,687.50
0385	500-3101	CLASS A CONCRETE	1	CY	6,000.00	6,000.00
0390	610-6515	REM HIGHWAY SIGN, STD	6	EA	300.00	1,800.00
0395	611-5360	RESET HIGHWAY SIGN	6	EA	350.00	2,100.00
0400	444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	320	LF	180.00	57,600.00
0405	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	80	GLF	3.50	280.00

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1662.50
RF
1/9/25

CITY OF DAHLONEGA MORRISON MOORE PEDESTRIAN BRIDGE AND SIDEWALK G.D.O.T. P.I. # 0016629---
CONTRACTOR BID DOCUMENT-ALL BIDDERS PLEASE FILL IN ALL YELLOW HIGHLIGHTED ITEMS

0410	500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL - STA. 117+50.00 TO 128+00.00	1050	LF	480.00	504,000.00
0415	500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL - STA. 139+52.81 TO 141+64.49	212	LF	480.00	101,760.00
0420	500-3110	CLASS A CONCRETE, TYPE P1, RETAINING WALL - STA. 144+35.88 TO 147+20.63	286	LF	480.00	137,280.00
0425	165-0050	MAINTENANCE OF SILT RETENTION BARRIER	240	LF	5.00	1,200.00
0430	668-1110	CATCH BASIN, GP 1, ADDITIONAL DEPTH	7	LF	500.00	3,500.00
0435	668-2100	DROP INLET, GP 1, ADDITIONAL DEPTH	7	LF	500.00	3,500.00
0440	603-7000	PLASTIC FILTER FABRIC	25	SY	280.00	7,000.00
GRAND TOTAL BID			\$		4,947,480.05 4,945,532.55	

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Initials and date confirming corrections to pay item discrepancies above:

RF 1/9/25

RF 1/9/25

RF

**CITY OF DAHLONEGA
FY 2024 MORRISON MOORE PEDESTRIAN
BRIDGE AND SIDEWALKS PROJECT**

Bidder hereby agrees to commence work under this contract within **10 DAYS after issuance of notice to proceed and to complete the project within 18 months from notice to proceed date.**

*******NOTE*******

*******If the work is not completed by the time stipulated in the Contract or within such extra time that may be allowed, Liquidated Damages will be assessed in accordance with the current edition of the GDOT Standard Specifications*******

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141-2461) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section, also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4, of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties.

(2) A contracting agency for its procurement costs:

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act. [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350

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

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

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

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

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

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

- * - * -

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.800 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

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

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

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

*For Departmental use ONLY. Do not fill in WorkCodes.

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

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

**Georgia Department of Transportation
DBE Goals**

First Use: March 23, 1990
Strickland & Sons Pipeline, Inc.

Vendor ID:	2ST830	Bidder's Company Name:	
Project NO:	#0016629	County:	Lumpkin
Let No:		Let Date:	12/11/2024
The Required DBE Goal on This Contract is:	8%	Total BID:	

I Propose To Utilize The Following DBE Contractors:

List of DBE Participants

Vendor Number	DBE Name/Address (City, State)	Type of Work	CERT Type	Work Code	Race Conscious	Amount
2SA130	Safety Signal Co Union City GA	Signage			◇	\$14,218.10
2MA699	Jake Martin Gainesville GA	Grassing & Erosion			◇	\$170,975.00
00000000013318	GTG Traffic Signals Marietta GA 30066	Loop Detector			◇	\$21,150.00
2LA101	Lagniappe Construction & Materials Buford GA	Concrete			◇	\$685,316.32
					◇	
					◇	
					◇	
					◇	
Total:						\$891,659.42

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

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



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Strickland & Sons Pipeline, Inc.
Solicitation/Contract No./ Call No. or Project Description:	PI #0016629

CONTRACTOR AFFIDAVIT

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

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

225662
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

7/9/2009
Date of Authorization

Strickland & Sons Pipeline, Inc.
Name of Contractor

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

Robert F Strickland
Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

President
Title (of Authorized Officer or Agent of Contractor)
12/11/2024
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

11 DAY OF December, 2024
Jordan S. Wells
Notary Public

My Commission Expires: 3/13/2028



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Rev. 11-01/15

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

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DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

FEDERAL AID CERTIFICATION
(English Project)

Revised: April 19, 2024

First Use Date 2021 Specifications: April 16, 2021

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

EXAMINATION OF PLANS AND SPECIFICATIONS

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

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

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

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**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

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

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

CONFLICT OF INTEREST

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

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

DRUG FREE WORKPLACE

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

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

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

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

BOYCOTT OF ISRAEL

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

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

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NON-COLLUSION CERTIFICATION

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

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

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

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

(COMPANY NAME) Strickland & Sons Pipeline, Inc.



Signature of Contractor



Robert F Strickland

Printed Name of Signee

President

Title

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CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S

SEXUAL HARASSMENT PREVENTION POLICY

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


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

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

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

- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVtODDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (d) Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

[Contractor Name] Strickland & Sons Pipeline, Inc.



Signature of Contractor

Robert F Strickland

Printed Name of Signee

President

Title

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

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NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

December 15, 2008

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

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

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

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

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

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

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

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"General Decision Number: GA20240213 09/20/2024

Superseded General Decision Number: GA20230213

State: Georgia

Construction Type: Highway

Counties: Banks, Chattooga, Elbert, Fannin, Gilmer, Lumpkin, Polk, Rabun, Towns, Union and White Counties in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</p>

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

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

Modification Number
0

Publication Date
01/05/2024

<https://sam.gov/wage-determination/GA20240213/1>

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* SUGA2024-002 10/03/2016

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 14.64 **	1.98
CEMENT MASON/CONCRETE FINISHER...	\$ 14.58 **	1.57
FORM WORKER.....	\$ 14.18 **	1.82
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.17 **	1.82
INSTALLER - GUARDRAIL.....	\$ 14.27 **	0.00
IRONWORKER, REINFORCING.....	\$ 14.63 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.53 **	0.00
LABORER: Grade Checker.....	\$ 13.12 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.45 **	0.00
LABORER: Pipelayer.....	\$ 14.50 **	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.34 **	0.00
LABORER: Common or General, Includes Erosion Control.....	\$ 11.35 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.27 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 13.71 **	0.00
OPERATOR: Bulldozer.....	\$ 14.96 **	1.85
OPERATOR: Compactor.....	\$ 13.31 **	2.19
OPERATOR: Concrete Saw.....	\$ 18.10	1.95
OPERATOR: Crane.....	\$ 21.35	4.08
OPERATOR: Distributor.....	\$ 17.24	3.99
OPERATOR: Grader/Blade.....	\$ 19.05	0.00
OPERATOR: Hydroseeder.....	\$ 15.82 **	0.00
OPERATOR: Loader.....	\$ 14.16 **	0.00
OPERATOR: Mechanic.....	\$ 16.88 **	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 14.50 **	2.18
OPERATOR: Milling Machine.....	\$ 15.95 **	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.54 **	3.26

OPERATOR: Piledriver.....	\$ 20.34	2.86
OPERATOR: Roller.....	\$ 14.01 **	2.71
OPERATOR: Scraper.....	\$ 13.16 **	0.00
OPERATOR: Screed.....	\$ 15.23 **	1.70
OPERATOR: Shuttle Buggy.....	\$ 13.61 **	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.62 **	0.00
TRAFFIC CONTROL:		
Laborer-Cones/		
Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 13.20 **	0.00
TRAFFIC SIGNALIZATION:		
Laborer.....	\$ 13.38 **	0.83
TRUCK DRIVER: Dump Truck.....	\$ 14.35 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 15.42 **	2.02
TRUCK DRIVER: Hydroseeder		
Truck.....	\$ 11.23 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.42	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.82 **	0.00
TRUCK DRIVER: Semi/Trailer		
Truck.....	\$ 16.99 **	0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

<https://sam.gov/wage-determination/GA20240213/1>

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

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

State Adopted Rate Identifiers

Classifications listed under the "SA" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION"

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

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

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

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STATE OF GEORGIA**

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

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

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

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

2/26/09

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

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (43 FR
14895)**

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

GOALS FOR FEMALE

PARTICIPATION

**APPENDIX A
(43 FR 19473)**

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

Goals and timetables

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

**GOALS FOR
MINORITY
PARTICIPATION**

Appendix B-80

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26.13):

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

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

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

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

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

the work actually performed by the DBE toward DBE goals.

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

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

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

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

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

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

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

- (1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
(ii) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) (i) If the materials or supplies are obtained from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals. (ii) For purposes of this section, a regular dealer is a firm owning, operating, or maintaining a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (A) To be a regular dealer, the firm must be an established, regular business engaging, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this

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

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

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

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

REPORTS

- A. The contractor shall submit a "DBE Participation Report" on this contract monthly which shall include the following:

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

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

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

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

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

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

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

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

****Project Specific Special Provisions below****

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS

BUY AMERICA

November 18, 2022

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

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

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

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

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

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

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

CONVICT PRODUCED MATERIALS

April 16, 2021

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

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

First Use 2021 Specifications: April 16, 2021

SPECIAL PROVISION

PROMPT PAYMENT:

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

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

All subcontract agreements shall contain this requirement.

First Use Date: January 1, 2007
Revised: March 26, 2008
March 5, 2009
September 30, 2009
August 6, 2012

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Utility Conflicts

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

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

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

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

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

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

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

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

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

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

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

Office of Utilities

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

PI NO. 0016629

LUMPKIN COUNTY

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

Delete paragraph one of Subsection 103.02 and substitute the following:

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

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**PI No. 0016629
Lumpkin County**

Section 107— Legal Regulations and Responsibility to the Public

Add the following to Subsection 107.23:

H. Protection of Ecological Resources

The following conditions are intended as a minimum to protect these species and their habitat during any activities that are in close proximity to the known location(s) of these species.

1. All Project personnel shall be notified about the potential presence and appearance of the state/federal protected northern long-eared bat (*Myotis septentrionalis*) and tricolored bat (*Perimyotis subflavus*). All trees within the Project area provide suitable habitat for the northern long-eared bat and tricolored bat. Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that Project construction activities have been completed and time charges have stopped. In addition, the Contractor shall be responsible for maintaining one set of pictures and habitat information on the Project site that is easily accessible at all times. If a Project field office is not present, a copy of the pictures and habitat information shall be supplied to the Project personnel to be kept on the Project during construction activities. All personnel shall be advised that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting the above species in knowing violation of the Endangered Species Act of 1973 and the Georgia Endangered Wildlife Act of 1973.
2. No tree clearing shall occur from May 1 through July 31 for the protection of northern long-eared bat and tricolored bat.
3. Temporary lighting shall be directed away from forested areas during any Project activities conducted between dusk and dawn from April 1 through October 15.
4. In the event any incident occurs that causes injury to the above species along the Project corridor, the Contractor shall report the incident immediately to the Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1100. With the exception of traffic control and erosion control, all activity shall cease pending consultation by the Department with the Fish and Wildlife Service, Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency.
5. The Contractor shall keep a log detailing any incidents that cause harm or injury to the above species on or adjacent to the Project until such time that Project construction has been completed and time charges have stopped. Following Project completion, the log and a report summarizing any incidents that caused harm to these species shall be submitted by the Contractor to the Engineer, and via email to the GDOT Office of Environmental Services (ecology_submittals@dot.ga.gov) with the PI number in the subject line of the email. GDOT in turn will provide copies of the report to the Fish and Wildlife Service, Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency.
6. All costs pertaining to any requirement contained herein shall be included in the overall bid submitted unless such requirement is designated as a separate Pay Item in the Proposal.

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

**P.I. No.: 0016629
COUNTY: Lumpkin**

SECTION 108 - PROSECUTION AND PROGRESS

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

108.08. Failure or Delay in Completing Work on Time

C. Restrictive Work Hours

1. Failure to re-open travel lanes as specified in Special Provision Section 150.6.A will result in the assessment of liquidated damages in the amount of \$1,000, per hour or portion thereof.

D. Traffic Loops

2. Failure to maintain detection and replace existing setback loops as specified in Special Provision Section 150.6.B will result in the assessment of liquidated damages in the amount of \$2,000 per day or portion thereof.

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

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

**P.I. No.: 0016629
LUMPKIN COUNTY**

SECTION 150 – TRAFFIC CONTROL

Delete Subsection 150.6 and add the following:

150.6 Special Conditions:

A. Lane Closures

The Contractor shall not install lane closures, pace traffic or move equipment or materials on SR 9/ Morrison Moore Pkwy or any of the streets identified within the limits of this project between 4:00 pm Friday to 7:00 am Monday from October 1 – January 10.

B. Loop Installations

The Contractor shall maintain existing detection throughout the duration of the project as noted in Section 647, either by loops or video detection. Existing setback loop detectors that are being replaced shall be returned to full operation within 28 days of removal.

February 01, 2017
Revised October 22, 2018
Revised December 7, 2020
Revised June 22, 2022
Revised January 24, 2024

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 150—Traffic Control

150.1 General Description

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

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

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

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

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

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

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150.1.01 Definitions

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

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

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

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

150.1.02 Content

150.1 General Description

150.1.01 Definitions

150.1.02 Content

150.1.03 Related References

- A. Standard Specification
- B. Reference Documents

150.1.04 Submittals/Preconstruction

- A. Worksite Traffic Control Supervisor
- B. Sequence of Operations
- C. Pedestrian Considerations
 - 1. Pedestrian Signage
 - 2. Temporary Pedestrian Facilities

150.2 Materials and Traffic Control Devices

150.2.01 Traffic Control Devices

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

150.2.02 ReflectORIZATION Requirements

- A. Signs
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150.2.03 Arrow Panels

150.2.04 Channelization Devices

A. General

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2. Application

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4. Removal

C. Vertical Panels

1. Design

2. Application

D. Cones

1. Design

2. Applications

E. Barricades

1. Design

2. Application

F. Warning Lights

1. Design

2. Application

150.2.05 Flashing Beacon

150.2.06 Guardrail

150.2.07 Interim Signs

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B. Sign Blanks and Panels

150.2.08 Pavement Markings

A. All Traffic Striping for Forty-Five (45) Days or Less (<45 Days)

B. All Temporary Striping Beyond Forty-Five (45) days (>45 Days)

C. All Temporary Traffic Striping on Final Surface

150.2.09 Portable Changeable Message Signs

150.2.10 Portable Impact Attenuators

150.2.11 Portable Temporary Traffic Control Signals

150.2.12 Raised Pavement Markers

150.2.13 Rumble Strips

150.2.14 Temporary Barriers

- A. Design
- B. Application

150.2.15 Temporary Guardrail Anchorage- Type 12

150.2.16 Temporary Traffic Signal

150.3 Construction Requirements

150.3.01 General

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

150.3.02 Personnel – Worker Safety Apparel

150.3.03 Signage – General

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

I. Sign Visibility

150.3.04 Advance Warning Signs

A. Project Signs - All Type of Highways

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

B. Highway Work Zone

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

C. Installation/Removal of Work Area Signage

150.3.05 Shoulder/Lane Closure

A. Approval/Restrictions

1. Closure Length
2. Duration

B. Shoulder Closure

C. Lane Closure

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

D. Removal of Lane Closures

E. Exit and Entrance Ramps

150.3.06 Traffic Pacing Method

A. Pacing of Traffic

B. Methods of Signing for Traffic Pacing

150.3.07 Flagging Operation

A. Flaggers

B. Flagger Certification

C. Flagger Appearance and Equipment

D. Flagger Warning Signs

E. Pilot Vehicle Requirements

F. Automated Flagger Assistance Devices

G. Portable Temporary Traffic Control Signals

150.3.08 Traffic Signals

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

150.3.09 Mobile Operations

150.3.10 Pavement Markings

A. General

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

B. Installation and Removal of Pavement Markings

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

- 1. Supplementing Lane Lines
- 2. Supplementing Ramp Gore Lines
- 3. Other Lines

D. Exceptions for Interim Markings

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

150.3.11 Differences in Elevation between Travel Lanes and Shoulders

A. Differences in Elevations

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

B. Healed Section

C. Emergency Situations

D. Plating

E. Asphaltic Concrete Resurfacing Projects

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

150.3.12 Work Zone Law Enforcement

150.4 Measurement

150.4.01 Traffic Control Items

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

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

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

150.5 Reserved

150.6 Special Conditions

150.7 Payment

150.7.01 Enforcement and Adjustments

150.1.03 Related References

A. Standard Specifications

Section 104 - Scope of Work

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

Section 107 - Legal Regulations and Responsibility to the Public

Section 108 - Prosecution and Progress

Section 209 - Subgrade Construction

Section 400 - Hot Mix Asphaltic Concrete Construction

Section 441 - Miscellaneous Concrete

Section 429 - Rumble Strips

Section 620 - Temporary Barrier

Section 632 - Portable Changeable Message Signs

Section 641 - Guardrail

Section 647 - Traffic Signal Installation

Section 648 - Traffic Impact Attenuator

Section 652 - Painting Traffic Stripe

Section 653 - Thermoplastic Traffic Stripe

Section 654 - Raised Pavement Markers

Section 656 - Removal of Pavement Markings

Section 657 - Preformed Plastic Pavement Markings

Section 658 - Polyurea Traffic Strip

Section 659 - Hot Applied Preformed Plastic Pavement Markings

Section 911 - Sign Posts

Section 912 - Sign Blanks and Panels

Section 913 - Reflectorizing Materials

B. Referenced Documents

ASTM D4956-13 (Retro-reflectivity)

American Traffic Safety Services Association (ATSSA)

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

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

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

GDOT Signing and Marking Design Guidelines

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

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

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

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

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

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

Manual for Assessing Safety Hardware (MASH)

Manual on Uniform Traffic Control Devices (MUTCD)

National Cooperative Highway Research Program (NCHRP) 350

National Safety Council

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

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

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

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

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

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

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

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

Utility Accommodation Policy and Standards Manual

Work Zone Safety and Mobility Policy

150.1.04 Submittals/Preconstruction

A. Worksite Traffic Control Supervisor

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

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

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

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

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

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

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

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

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

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

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

TRAFFIC CONTROL INSPECTION REPORT (TC-1)

Project No.: _____ County: _____

Contractor: _____ Date: _____ Daytime: _____

Nighttime: _____

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

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

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

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

(use additional sheets if needed)

Signature: _____ WTCS or DOT performing inspection

DOT inspection presented to WTCS Date: _____ Time: _____

TO BE COMPLETED BY THE WTCS

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

Signature _____ Return TC-1 to DOT inspector.

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

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Traffic Control Checklist

Satisfactory Unsatisfactory Non-applicable

Signs

S

U

N

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

TTC Devices

S

U

N

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

Clear Zone

S

U

N

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

Positive Barriers

S

U

N

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

Attenuators and Guardrails

S

U

N

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

Pavement Markings

S

U

N

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

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B. Sequence of Operations

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

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

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

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

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

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

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

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

C. Pedestrian Considerations

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

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

1. Pedestrian Signage

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

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

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

2. Temporary Pedestrian Facilities

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

a. Temporary Walkways with Detectable Edging

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

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

Regardless of the materials used, temporary walkways shall be constructed with sufficient thickness and durability to withstand the intended use for the duration of the construction project. If concrete or asphalt is used as the surface course for the walkway, it shall be a minimum of one and one-half inches ($\geq 1\frac{1}{2}$ ") 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 ($\geq 3/4$ ") 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 that the Contractor can document that the proposed walkway meets the requirements of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". Alternate types of Temporary Walkways shall have the prior written approval of the Engineer.

Temporary walkways shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The Contractor shall construct and maintain the walkway to ensure that joints in the walkway have a vertical difference in elevation of no more than one quarter ($\leq 1/4$ ") of an inch and that the horizontal joints have gaps no greater than one half ($\leq 1/2$ ") of an inch. The grade of the temporary walkway should parallel the grade of the existing walkway or roadway and the cross slope should be no greater than two percent ($\leq 2\%$). A width of sixty inches (60"), if practical, should be provided throughout the entire length of any temporary walkway. The temporary walkway shall be a minimum width of forty eight (48") inches. When it is not possible to maintain a minimum width of sixty (60") inches throughout the entire length of temporary walkway, a sixty (60") inch by sixty (60") inch passing space should be provided at least every two hundred feet (200 ft.), to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to [Section 209](#). Furnish and install any needed temporary pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials, and restore the area to the original conditions or as shown in the Plans.

b. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps shall be constructed in accordance with [Section 441](#) and [Construction Detail A-3 Curb Cut \(Wheelchair\) Ramps Concrete Sidewalk Details](#). Ramps shall also include a detectable warning surface in accordance with [Construction Detail A-4 Detectable Warning Surface Truncated Dome Size, Spacing and Alignment Requirements](#). Other types of material for the construction of the temporary curb cut wheelchair ramps, including the detectable warning surface, may be used provided the Contractor can provide documentation that the material to be used meets the requirements

of the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". When a wheelchair ramp is no longer required, remove the temporary materials, and restore the area to existing conditions or as shown in the Plans. For the items required to restore the area to original conditions or as shown in the Plans, measures for payment shall be covered by Contract pay items. If pay items are not included in the Contract, then payment for these items shall be included in Traffic Control-Lump Sum.

c. Temporary Audible Information Device

Temporary audible information devices, when shown in the Plans, shall be installed in compliance with the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)". The devices shall be installed in accordance with the manufacturer's recommendations. Prior to installation, the Contractor shall provide the Engineer with a set of manufacturer's drawings detailing the proper installation procedures for each device. When no longer required, the devices shall remain the property of the Contractor.

150.2 Materials and Traffic Control Devices

150.2.01 Traffic Control Devices

A. NCHRP 350 and MASH

All devices shall be certified in accordance with the Manual for Assessing Safety Hardware (MASH) Test Level 3 and/or the National Cooperative Highway Research Program (NCHRP) 350 Test Level 3 as applicable unless modified by this Special Provision. In addition, temporary work zone devices, including portable barriers, manufactured after December 31, 2019, must have been successfully tested under 2016 edition of MASH requirements. Such devices manufactured on or before this date, and successfully tested under either NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

B. Approval

All traffic control devices with applicable Qualified Products List (QPL) categories shall come from the appropriate QPL list. Products not on the QPL may be used with an approval letter from the Georgia Department of Transportation Office of Materials and Testing. If there is no applicable QPL, the Contractor shall provide proof of MASH/NCHRP 350 certification. The proof may be a letter or written statement from the manufacturer that the product is MASH/NCHRP 350 approved. Decal certifications are not proof of certification and are not required.

C. Quality Guidelines for All Temporary Traffic Devices

All traffic control devices found to be unacceptable in accordance with the current ATSSA, "Quality Guidelines for Temporary Traffic Devices and Features" regardless of total numbers shall be replaced within twenty-four (24) hours unless stated otherwise in the Specifications, in the Contract, or as directed by the Engineer.

150.2.02 Retroreflectivity Requirements

A. Signs

Reflective sheeting shall meet the requirements of Section 913 and QPL-29

All construction warning signs (black on fluorescent orange) shall meet the minimum reflectivity and color requirements of ASTM D4956 Type XI regardless of the mounting height. All other signs reflectorization shall be in accordance with the Plans, Contract, and "GDOT Signing and Marking Design Guidelines".

B. Channelization Devices

Reflective sheeting shall meet the requirements of Section 913 and QPL-29

b. EIGHTY FOOT (80') SPACING MAXIMUM

- For difference in elevation of two inches ($\leq 2''$) or less.
 - Flush areas where equipment or workers are within ten feet ($\leq 10'$) of the travel lane.
- c. 200 FOOT SPACING MAXIMUM: Where equipment or workers are more than ten feet ($> 10'$) from travel lane. Lateral offset clearance to be four feet (4') from the travel lane.
- For paved areas, eight feet ($> 8'$) or greater in width that are paved flush with a standard width travel lane.
 - For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

4. Removal of Drums

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

C. Vertical Panels

1. Design

All vertical panels shall meet the minimum requirements of the [MUTCD \(6K.05\)](#). All vertical panels shall have a minimum of 270 square inches of retroreflective area facing the traffic and be a minimum of thirty-six inches ($\geq 36''$) high. The vertical panels shall be in addition a minimum eight inches ($\geq 8''$) wide with a stripe width of six inches (6") – white/fluorescent orange.

2. Application

Vertical panels with retroreflectivity less than Type VI can only be used when traffic drums reduce the travel lane to less than ten feet ($\leq 10'$); vertical panels shall be used to restore the travel lane to ten feet ($\geq 10'$) or greater. No other application of vertical panels with retroreflectivity less than type VI will be permitted.

Vertical panels with a minimum type VI retroreflectivity and six (6") inch stripe may be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures and intermediate-term stationary lane closures. They can be used for lane closures lasting three (3) days and with Engineer approval up to seven (7) days. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers.

D. Cones

1. Design:

All cones shall be a minimum of twenty-eight inches ($\geq 28''$) in height regardless of application and shall meet the requirements of the [MUTCD \(6K-1\)](#).

Retroreflectivity may be deleted from all cones.

2. Application

On interstates, cones shall be prohibited. On all other routes, cones may only be used for longitudinal channelization in the activity zone where work takes place for short-term stationary lane closures. They shall not be used in the transition zone including the tapers and the tangent lengths between tapers. The use of cones for nighttime work will not be permitted. Cones shall not be stored or allowed to be visible on the worksite during nighttime.

Cones may be used for daytime flagging operations including tapers at flagging stations.

E. Barricades

1. Design

Type 3 barricades shall meet the minimum requirements of the MUTCD (6K.07). The Contractor has the option of choosing Type 3 barricades from the QPL-34 or the Contractor may utilize generic barricades that are approved by the Federal Highway Administration (FHWA). When barricades have been specifically crash tested with signs attached, the Contractor has the responsibility to attach the signs as per the manufacturer's recommendations to ensure crashworthiness. If the barricades were not tested with the signs, crashworthy compliance may require that rigid signs be mounted separate from the Type 3 barricade.

The use of Type 1 and Type 2 barricades will not be permitted.

2. Application

Type 3 barricades shall be placed as required by the Plans, the Standards, and as directed by the Engineer.

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

F. Warning Lights

1. Design

All warning lights shall meet the requirements of the MUTCD (6L.07).

2. Application:

- a. Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.
- b. Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer.

150.2.05 Flashing Beacon

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of Section 647.

150.2.06 Guardrail

Guardrail shall comply with Section 641 Guardrail and the guardrail standards.

When the removal and installation of guardrail is required, as a part of the Work, the following time restrictions shall apply unless modified by the special conditions:

From the time that the existing guardrail or temporary positive barrier protection is removed, the Contractor has fourteen (14) days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty feet (20'). The guardrail blunt end is to be treated as a fixed object and shall be protected. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 2000 linear feet of existing rail or the total length of one run of existing rail, whichever is less. Based on existing field conditions, the Engineer may review the Work and require that the guardrail be installed earlier than the maximum time allowed.

The Contractor shall install new guardrail, such that traffic exposure to fixed objects is minimized. Within the same workday, temporary attenuators, as defined in Subsection 150.2.10, should be installed on the approach to fixed objects that can't be protected with guardrail. Truck mounted attenuators may be used to shield exposed fixed objects for periods not to exceed fourteen (14) days. No separate payment will be made for truck mounted attenuators, attenuators, or other methods unless provided for in the Contract.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the directional flow of traffic. Should the staging of the Work require that the lap of the guardrail be changed, this Work shall be completed before the roadway is opened to traffic. The Work to change the lap of any guardrail shall be included in Traffic Control-Lump Sum.

The laps on anchors shall be in accordance with the manufacturer's recommendations and installation instructions. As a result, a trailing anchor may be lapped opposing the flow of traffic.

Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under Subsection 150.7.01.

150.2.07 Interim Signs

A. Sign Blanks and Panels

All TTC sign blanks and panels should conform to Section 912 of the Specifications. Alternative sign blank materials (composites, polycarbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Testing for use as interim construction signs before these materials are allowed to be incorporated into the Work, unless these rigid sign blanks are currently approved as a crashworthy sign blank material under QPL-34.

Unless specified elsewhere in the Contract, Specifications, Plans, and/or directed by the Engineer, sign sizes are according to the following:

1. All construction signs sizes shall follow the dimensions provided in the MUTCD Table 6G-1, GH-1, and 6I-1 "Temporary Traffic Control Zone Sign and Plaque Sizes" under the column for "Freeway or Expressway".
2. For all other signs used just for staging, the sign sizes shall follow the dimensions provided in the MUTCD Table 2B-1 "Regulatory Sign and Plaque Sizes" for the largest size.
3. Permanent signs used for staging shall be according to Plans.

Plywood blanks or panels will not be permitted.

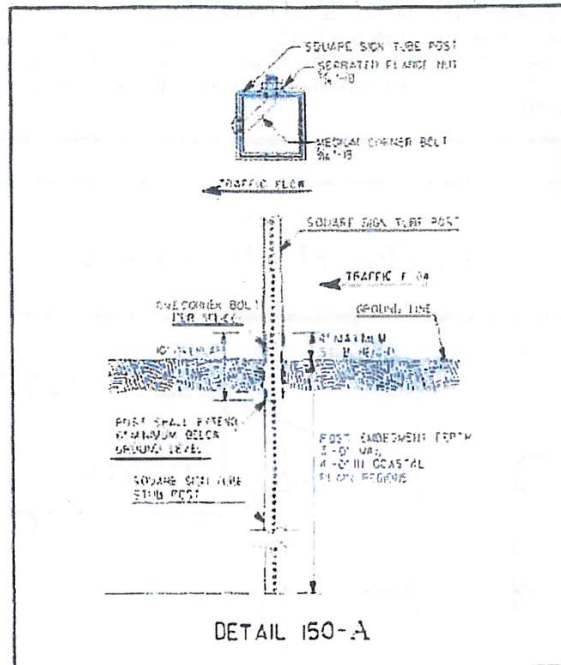
The use of flexible signs will not be permitted.

For utility work not included in the Contract, the utility Contractor may use flexible signs within the project limits.

B. Posts

Permanent mounting height to the bottom of sign shall be seven (7) feet to eight (8) feet measured vertically from the bottom of the sign to the elevation of the near edge of the pavement or from the walkway. Posts for all interim signs should be square tubular post meeting the requirements of Section 911, QPL-35, and Construction Detail T-3A (Type 7, 8, and 9 Square Tube Post Installation Detail). Ground mounted sign(s) that are greater than 48" wide shall be mounted on two posts. For barrier mounted sign, single post mount is allowed. The post(s) shall not extend beyond the top of the sign(s). The sign(s) shall be substantially plumbed and leveled.

Unprotected interim posts shall be spliced as shown in Detail 150-A, unless full length unspliced posts are used. Unprotected post splices will not be permitted any higher than four inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle. Installation of posts may require establishment of openings in existing pavements, islands, shoulders, etc.



150.2.08 Pavement Markings

All temporary traffic striping shall conform to the applicable requirements of Section 652, Section 653, Section 657, Section 658, Section 659, and OPL-46.

A. All Traffic Striping for 45 Days or Less (≤ 45 Days)

All traffic striping that will be in place for 45 days or less shall be 4 inches or greater in width.

B. All Temporary Striping Beyond 45 days (>45 Days)

All traffic striping applied on intermediate surfaces shall be a minimum 5 inches in width or as shown on the Plans. On final surfaces when temporary striping will be overlaid or eradicated, the temporary striping shall be a minimum 5 inches in width.

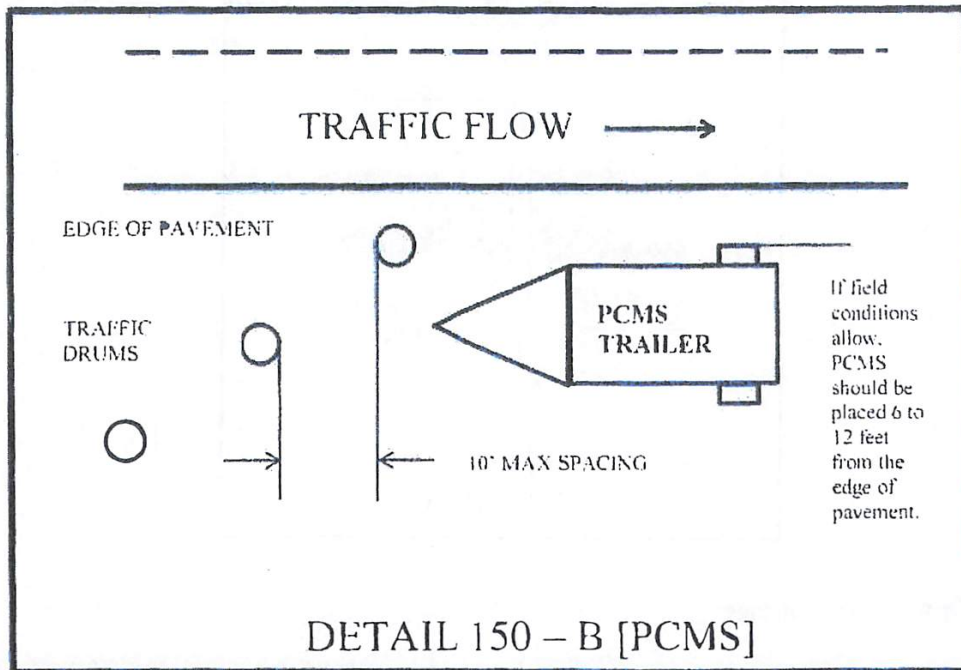
C. All Temporary Traffic Striping on Final Surface

All temporary traffic striping applied to final surfaces which will not be overlaid or grinded may be 4 inches in width or as shown on the Plans.

150.2.09 Portable Changeable Message Signs

When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of Section 632, MUTCD (6L.05) and be on QPL-82. The maximum amount of messages allowed to be flashed on one PCMS is two phases (flashes). The language and the timing of the messages shall comply with the MUTCD and Section 632. When used as an advanced device, the PCMS should typically be placed ahead of the construction activities. If the PCMS is used as a substitute for another device, then the requirements for the other device apply.

Any PCMS in use, which is not protected by positive barrier protection, shall be delineated by a minimum of three drums that meet the requirement of Subsection 150.2.04.B. The drum spacing shall not exceed a maximum of ten (10') feet as shown in Detail 150-B. When the PCMS is within twenty (20') feet of the opposing traffic flow, the trailing end of the PCMS shall be delineated with a minimum of three drums spaced in the same manner as the approach side of the PCMS.



When not in use, the PCMS shall be removed from the roadway, unless protected by positive barrier protection. If the PCMS is protected by positive barrier protection, the sign panel shall be turned away from traffic when not in use.

150.2.10 Portable Impact Attenuators

This work consists of the furnishing (including spare parts), installation, maintenance, relocation, reuse as required, and removal of Portable Impact Attenuator Units/Arrays.

Portable Impact Attenuator Unit/Arrays installation shall conform to the requirements of Section 648, Manufacturer's recommendations and "(Georgia Standard 4960 "Temporary Barrier (End Treatment Options)" and shall be installed at locations designated by the Engineer, and/or as shown on the Plans. When gating attenuators are used, the Contractor shall maintain the appropriate recovery area in accordance with the manufacturers' recommendations.

Generic sand/water loaded modules are prohibited. Manufacturers' sand/water loaded modules with specific arrays that have been NCHRP 350/MASH approved can be used in appropriate locations.

The test level of protection provided shall equal or exceed the speed limit. Test level 3 shall be used for forty-five (45) mph or above.

150.2.11 Portable Temporary Traffic Control Signals

The use of Portable Temporary Traffic Control Signals shall meet the following minimum requirements:

Only two-lane, two-way roadways will be allowed to utilize Portable Temporary Traffic Control Signals.

All portable traffic control signals shall meet the physical display and operational requirements of conventional traffic signals described in the MUTCD.

Each signal face shall have at least three lenses. The lenses shall be red, yellow, and green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter. A minimum of two signal faces shall face each direction of traffic. A minimum of one signal head shall be suspended over the roadway travel lane in a manner that will allow the bottom of the signal head housing to be not less than seventeen (17') feet above and not more than nineteen (19') feet above the pavement grade at the center of the travel lane. The second signal head may be located over the travel lane with the same height requirements or the second signal head may be located on the shoulder. When the signal head is located on the shoulder, the bottom of the signal head housing shall be at least eight (8') feet but not more than (15') feet above the pavement grade at the center of highway.

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

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

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

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

The Contractor shall have an alternate temporary traffic control plan in the event of failure of the signal.

150.2.12 Raised Pavement Markers

Raised pavement markers (RPMs) shall meet the requirements of [Section 654](#) and QPL-76 .

150.2.13 Rumble Strips

Rumble strips incorporated into the Work shall meet the requirements of [Section 429](#) and the MUTCD. Existing rumble strips that are positioned in the traveled way to warn traffic of a stop condition shall be reinstalled prior to opening to traffic. Based on the following requirements:

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have rumble strips reinstalled on the traveled way in the area of a stop condition. Non-refundable deductions in accordance with Subsection 150.7.01 will be assessed for any intermediate surface in place for greater than 45 days without rumble strips.

Rumble strips shall be installed on the final surface within fourteen (14) calendar days of the placement of the final surface in the area of the stop condition. Failure to install within fourteen (14) calendar days will result in assessment of non-refundable deductions in accordance with Subsection 150.7.01.

Prior to the removal of any rumble strips located in the travel lane, stop ahead (W3-1) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of 48 inches by 48 inches. These warning signs shall remain in place until the rumble strips have been reinstalled on the traveled way. Any existing warning

signs for the stop ahead condition shall be removed or covered while the 48" X 48" (W3-1) signs are in place. When the rumble strips have been reinstalled, these warning signs should be promptly removed, and any existing signage placed back in service.

150.2.14 Temporary Barriers

A. Design:

Temporary barriers shall meet the requirements of [Sections 620](#). The lengths of advancement should be in accordance with [Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, and Fill Height Embankment"](#). The approach end of the taper should have 10:1 or flatter ground slope. Temporary barriers shall not be used as a channelization device. Their use is in accordance with [MUTCD \(6K.09\)](#).

B. Application:

Temporary barriers shall be placed as required by the Plans, Standards, and as directed by the Engineer. When Temporary barrier is located twenty feet ($\leq 20'$) or less from a travel lane, yellow reflectors shall be fixed to the top of the barrier at intervals not greater than forty feet ($\leq 40'$) in the longitudinal section and twenty feet (20') in the taper section and shall be mounted approximately two inches (2") above the barrier. If both lanes of a two-lane two-way roadway are within twenty feet ($\leq 20'$) or less of the barrier then the reflectors shall be installed for both directions of traffic.

The reflectors shall be one hundred (100) square inches (ASTM Type VII or VIII/ Type XI) reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gaps in the barrier sections.

Approach end of Temporary barrier shall be protected according to [Georgia Standard 4960 "Temporary Barrier \(End Treatment Options\)"](#) or by a portable impact attenuator.

On interstates or other controlled access highways where lane shifts or crossovers cause opposing traffic to be separated by less than forty feet ($<40'$), portable barrier should be used as a separator.

150.2.15 Temporary Guardrail Anchorage- Type 12

This work consists of the furnishing, installation, maintenance, and removal of Temporary Guardrail Anchorage- Type 12 used for Portable Barrier or temporary guardrail end treatment. Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of [Section 641](#) of the Specifications and current Georgia Standards and may be new or used. Materials salvaged from the Project, which meet the requirements of Standards, may be utilized if available. The use of any salvaged materials will require prior approval of the Engineer.

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and [Section 641](#) of the Specifications. Installation shall also include sufficient additional guardrail and appurtenances to effect the transition and connection to Temporary Concrete Barrier as required by the details in [Georgia Standard 4960 "Temporary Barrier \(End Treatment Options\)"](#).

150.2.16 Temporary Traffic Signals

Temporary traffic signals shall meet the requirements of [Section 647](#) and the MUTCD.

150.3 Construction Requirements

150.3.01 General

A. Implementation Requirements

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

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

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

Guardrails including anchors and delineation with properly lapped panels

- 1) Cable Barrier
- 2) Impact attenuators
- 3) Traffic signals
- 4) Warning devices
- 5) Pavement markings including, but not limited to, words, symbols, stop bars, arrows, hatching and crosswalks
- 6) Roadway signs including regulatory, warning, and guide

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

B. Maintenance of Traffic Control Devices

Traffic control devices shall be in acceptable condition when first erected on the Project and shall be maintained in accordance with [Section 104](#) throughout the construction period. All unacceptable traffic control devices shall be replaced within twenty-four (24) hours. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

C. Traffic Interruption Restrictions

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

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

Incident management - No advanced notice required

Threatening/Inclement weather - twenty-four (24) hours

Holiday, sporting events, unfavorable conditions - Three (3) calendar days

If the Work is suspended, the Contractor may submit a request for additional Contract time as allowed under [Section 108](#). The Department will review the request and may grant additional Contract time as justified by the impact to the Contractor's schedule. Compensation for loss of productivity, rescheduling of crews, rental of equipment or

delays to the Contractor's schedule will not be considered for payment. Additional Contract time will be the only consideration granted to the Contractor.

D. Work Zone Restrictions

1. Interstate

The Contractor should not simultaneously perform work on both the inside shoulder and outside shoulder on either direction of traffic flow when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance.

2. Non-Interstate Divided Highways

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

3. Non-Divided Highways

- a. The Contractor should not simultaneously perform work on opposite sides of the roadway when the Work is within 12 feet of the travel-way. Shoulders can be alternated if areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.
- b. On two-lane projects where full width sections of the existing subgrade, base or surfacing are to be removed, and new base, subgrade, or surfacing are to be constructed, the Contractor should maintain one-lane of traffic through the construction area by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement should be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday or before opening all the roadway to traffic.

E. Work Zone Geometric Restrictions

There should be no reduction in the total number of available traffic lanes including turning lanes that existed prior to construction, except as specifically allowed by the Contract and as approved by the Engineer.

Travel lane Clearances: All portions of the Work should maintain the following minimum requirements:

Horizontal: The combined dimensions of the paved shoulder and the roadway surface remaining outside the Work Zone should be no less than sixteen feet ($\geq 16'$) in width at any location.

Vertical: The overhead clearance should not be reduced to less than fifteen feet ($\geq 15'$) at any location.

The restrictions above apply to all shifts, lane closures, on-site detours and off-site detours whether shown in the Contract or proposed by the Contractor. It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work. Two-lane, two-way roadways may have temporary horizontal restrictions of less than sixteen feet ($\geq 16'$) during flagging operations. The minimum horizontal clearance should be restored before the flagging operation is removed.

F. Clear Zone

At the end of the workday, all equipment, materials, and TTC devices not in use should be moved out of the clear zone or behind positive protection. The clear zone is defined by Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment". For urban roadway with curb, the minimum set back is six (6') feet from the curb face. If stored behind positive protection, proper lengths of advancement should be maintained. If stored behind guardrail the items shall be a minimum five feet ($\geq 5'$) from the face of the guardrail and not in the recovery zone of the anchor.

The WTCS shall monitor the Work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools, and other potential hazards are kept clear of the travel lane.

G. Milled Surface Restrictions

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

H. Construction Vehicles

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

Prior approval of the Engineer shall be obtained before any construction traffic is allowed to travel in a reverse direction. If the Contractor's submittal is approved, the construction traffic shall be separated from normal traffic by appropriate traffic control devices.

The parking of Contractor's and/or workers' personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the WTCS to ensure that any vehicle present at the worksite is necessary for the completion of the Work.

I. Environmental Impacts

The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties.

J. Existing Street Lights

Existing street lighting shall remain lighted as long as practical and until removal is approved by the Engineer.

K. Nighttime Work Lighting

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

L. Removal/Reinstallation of Miscellaneous Items

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by specific pay item, they shall be removed, stored and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.

150.3.02 Personnel – Worker Safety Apparel

In accordance with MUTCD ~~(6D.03)~~ (6C.04) all workers, within the right-of-way who are exposed either to traffic or to work vehicles and construction equipment within the TTC zone, shall wear high-visibility safety apparel that meets the Performance Class 2 or better.

150.3.03 Signage - General

A. Signing Requirements of the Temporary Traffic Control (TTC) Plan

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

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

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

Existing street name signs shall be maintained at street intersections.

Refer to section 150.2.05.B. Sign Blanks and Panels for size and material requirements.

B. Conflicting or Non-Applicable Signs

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

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under Subsection 150.7.01.

C. Removal of Existing Signs and Supports

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

D. Interim Guide, Warning and Regulatory Signs

Interim guide, warning, or regulatory signs required to direct traffic and pedestrians shall be furnished, installed, reused, and maintained by the Contractor in accordance with the MUTCD, the Plans, Special Provisions, Special Conditions, or as directed by the Engineer. These signs shall remain the property of the Contractor. When the signs are used for long-term stationary operations as defined MUTCD (6G-02), the bottom of all interim signs shall be mounted seven feet (7') to eight feet (8') above the level of the pavement edge or sidewalk. The signs offset should be six feet (6') to twelve feet (12') from the pavement edge or two feet ($\geq 2'$) minimum for sidewalks according to MUTCD (6F-1) (6G-1, 6H-1, and 6I-1). Special Conditions under Subsection 150.6 may modify this requirement.

Portable signs may be used when the duration of the Work is less than three (3) days or as allowed by the special conditions in Subsection 150.6. Portable interim signs shall be mounted a minimum of one foot ($\leq 1'$) above the level of the pavement edge for directional traffic of two (2) lanes or less and at seven feet (7') for directional traffic of three (3) or more lanes according to MUTCD (6F-2). Signs shall be mounted at the height recommended by the manufacturer's crashworthy testing requirements.

All sign blanks shall be rigid whether the sign is mounted as a portable sign, on a Type III barricade or as a permanent mount height sign. Utilities and their subcontractors working in the project limits, and not included in the project Contract, may use non-rigid signs.

E. Existing Special Guide Signs

Existing special guide signs on the Project shall be maintained until conditions require a change in location or legend content. When change is required, existing signs shall be modified and continued in use if the required modification can be made within existing sign borders using design requirements (legend, letter size, spacing, border, etc.) equal to that of the existing signs, or of Subsection 150.3.E.2. Differing legend designs shall not be mixed in the same sign.

1. Special Guide Signs

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

2. Interim Special Guide Signs

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Chapter 2E "Guide Signs – Freeway and Expressway" of the MUTCD. All interstate shields on these signs shall be 48 inches and 60 inches for two-numeral and three-numeral routes, respectively.

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

3. Interim Overhead Guide Sign Structures

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required, the sign shall be lighted as soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desire connection to the power source.

4. Permanent Special Guide Signs

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

F. Stop Sign Regulated Intersections

For intersections that utilize stop sign(s) to control the flow of traffic and to restrict the movement of vehicles, the stop sign(s) shall be maintained for the duration of the Work or until such time that the stop condition is eliminated or until an interim or permanent traffic signal can be installed to provide proper traffic control. The traffic signal shall be installed and properly functioning before the removal of the existing stop sign(s) is permitted. If the existing intersection is enhanced traffic control features, such as stop lines, double indicated stop signs, oversized signs, advanced warning stop ahead signs, rumble strips on the approaches or flashing beacons located overhead or on

the shoulders then these features shall be maintained for the duration of the project or until the permanent traffic control plan has been implemented.

Whenever the staging of the Work requires that the traveled way be relocated or realigned the Contractor shall reinstall all enhanced traffic control features noted above on the newly constructed sections of the Work. The cost of relocating the stop lines, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Traffic Control - Lump Sum unless individual pay items are included in the Contract for rumble strips and/or flashing beacons. When pay items are included in the Contract for rumble strips or flashing beacons then these items will be paid per each.

When staging requires the relocation or realignment of an existing stop condition, it may be necessary to consider the addition of enhanced traffic control features even though none existed at the original location. Horizontal and vertical alignment changes at a new location may have decreased or restricted sight distance or the stop condition may occur sooner than in the previous alignment. If these conditions occur, then the Engineer and/or the WTCS should consider additional measures to enhance the motorist's awareness of the changes even though the staging plans may not address enhanced features. Stop signs should be a minimum of thirty-six (36") inches for interim situations. The use of forty-eight (48") inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two weeks unless unusual or site-specific conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s) may be appropriate during the same period that the flags are in use to increase attention.

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

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

G. Low Shoulder Signage

1. Low Shoulder for Construction/Reconstruction/Resurfacing Projects

"Low Shoulder" (W8-9) signs shall be erected when a difference in elevation less than four (< 4') feet from the traveled way, exceeds one inch (> 1") but does not exceed three inches (≤ 3 ") between the travel lane and any type of shoulder. *For all projects after April 1, 2023*, "Low Shoulder" (W8-9) signs shall be a minimum dimension of forty-eight inches by forty-eight inches (48"x48")

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Low Shoulder" signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained, and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be fluorescent orange with black borders.

2. Shoulder Drop-Off for Construction/Reconstruction/Resurfacing Project

"Shoulder Drop-Off" (W8-17) signs shall be used when a difference in elevation, less than four feet (< 4') from the traveled way, exceeds three inches (> 3") and is not protected by positive barrier protection. These warning signs shall be placed in advance of the drop-off. *For all projects after April 1, 2023*, "Shoulder Drop-Off" (W8-17) shall be a minimum dimension of forty-eight inches by forty-eight inches (48"x48")

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Shoulder Drop-Off" signs shall remain in place until the difference in elevation is

eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained, and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be black borders on fluorescent orange background.

H. Bump Signage

A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation of three quarters ($\geq 3/4$ ") of an inch or greater in depth with no horizontal taper to ramp the traffic from one elevation to the other. This condition typically occurs at approach slabs during pavement milling operations and at transverse joints in asphaltic pavement lifts. Other conditions include utility and storm drainage repairs that require concrete placement for patching and/or steel plating. *For all projects after April 1, 2023, "Bump" sign (W8-1) shall be a minimum dimension of forty-eight inches by forty-eight inches (48"x48")*

The W8-1 sign shall be placed sufficiently in advance to warn the motorist of the condition.

I. Sign Visibility

All existing, interim, and new permanent signs shall be installed to be completely visible and legible for an advance distance in compliance with the MUTCD. Any clearing required for maintaining the line of sight to existing, interim or permanent signs shall be done as part of the requirements of the TTC plan. The clearing shall include any advance warning signs, both interim and permanent, that are installed as a part of the Work including advance warning signs that are installed outside the limits of the project. Limbs, brush, construction equipment and materials shall be kept clear of the driver's line of sight to all signs that are part of the TTC plan.

150.3.04 Advance Warning Signs

A. Project Signs - All Type of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part 6 of the MUTCD and unless noted below shall include a series of at least three advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

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

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

1. State Routes

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

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

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

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

2. Interstate, Limited Access and Multilane Divided Highways

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multi-lane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE). All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the half (1/2) mile, one (1) mile and two (2) mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is fifty (≤ 50) mph or less, the one-half (1/2) mile, one (1) mile and two (2) mile signs should be eliminated especially in urban areas.

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

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

3. Ramp Work on Limited Access Highways

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

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the acceleration/deceleration lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1: 1500 ft. /1000 ft. /500 ft.) shall be installed on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single forty-eight inches by forty-eight inches (48" x 48") "ROAD WORK AHEAD" (W20-1) with an "ON RAMP" plaque (W13-4p) sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the deceleration lane. Differences in elevation shall be in compliance with the requirements of Subsection 150.3.11 prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

B. Highway Work Zone

In accordance with Georgia Code, O.C.G.A. § 40-6-188, all sections or segments of the roadway under construction or reconstruction shall be signed as a Highway Work Zone except non-state highway two-lane two-way resurfacing projects. Two conditions can be applied to a Highway Work Zone. Condition 1 is when no reduction in the existing speed limit is required. Condition 2 is when worksite conditions require a reduction of the speed limit through the designated Work Zone. Properly marking a Highway Work Zone shall include the following minimum requirements:

1. No Reduction in the Existing Posted Speed Limit in Highway Work Zone

- a. Signage shall be posted at the beginning point of the Highway Work Zone warning the traveling public that increased penalties for speeding violations are in effect. The beginning point of Highway Work Zone is at the project limits, start of work zone, or at the start of the first taper. The HWZ-2 sign shall be placed a minimum of 600 feet in advance of the Highway Work Zone and shall not be placed more than 1000 feet in advance of the Work Zone. If no speed reduction is required, it is recommended that the HWZ-2 be placed at 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.

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

- b. The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.
 - c. Intersecting state routes shall be signed in advance of each intersection with the Work Zone with an HWZ-2 sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with HWZ-2 signs. As soon as the work operation clears the intersection, the signage may be removed.
 - d. Sign HWZ-3 shall be posted at the end of the Highway Work Zone indicating the end of the zone and indicating that increased penalties for speeding violations are no longer in effect.
 - e. When a designated Highway Work Zone is no longer necessary, all signs shall be removed immediately.
2. Reducing the Speed Limit in a Highway Work Zone

Highway Work Zone signs shall be posted as required in Condition 1 above and in accordance with Detail 150-C.

A "Reduced Speed Ahead" sign shall be posted 600 feet prior to the reduced speed limit.

Then a "Speed Limit" signage (R2-1) for the reduced speed limit shall be erected at the beginning of the Work Zone. Additional signs shall be placed at whichever is least:

- a. on non-interstate roads after every junction with a numbered (state or U.S.) route.
- b. on interstates entrance ramp 1,500 feet from the end of the entrance taper. Detail 150-D
- c. on non-interstate and interstate, a maximum spacing of no greater than one (1) mile apart.

On interstates and multi-lane divided highways, the speed limit signs shall be double indicated when the reduced speed is in use.

Additional signs may be necessary to adjust for actual field conditions.

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

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

- a) Lane closure(s) of any type and any duration.
- b) The difference in elevation exceeds two inches (> 2") adjacent to a travel lane as shown in Subsection 150.3.11, Detail 150-E, Detail 150-F.
- c) Any areas where equipment or workers are within ten feet (10') of a travel lane.
- d) Temporary portable concrete barriers located less than two feet (2') from the traveled way.
- e) As directed by the Engineer for conditions distinctive to this project.

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

At a minimum, the following records shall be kept by the WTCS:

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

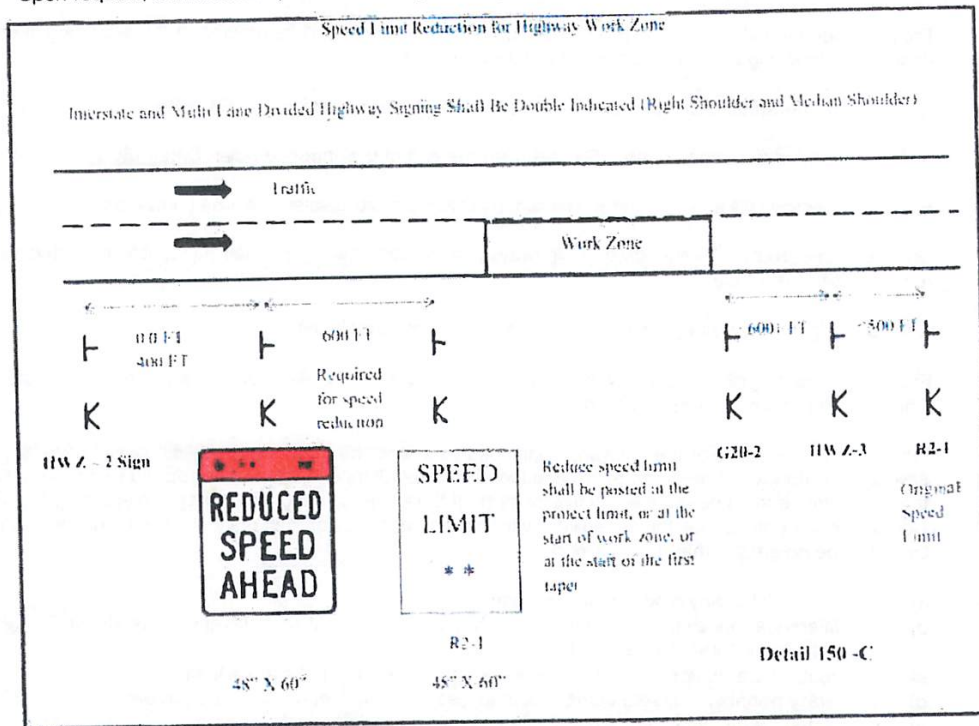
A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

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

3. Variable Speed Limit Zones

Projects that are within or extends into variable speed limit zones shall be posted according to condition 1 with HWZ-1, HWZ-2, and HWZ-3 signs. No additional "speed limit" signs, (R2-1), shall be posted. Any reduction or increase in speed limits will be controlled by the normal operation of the variable speed limit system.

Upon request, a maximum speed limit of fifty-five (55) mph may be set for the project limits.





3" Radius, 1" Border, 1" Indent, Black on Fluorescent Orange
 "WORK ZONE" C 2K specified length

3" Radius, 1" Border, 1" Indent, Black on White
 "SPEEDING" C 2K specified length, "FINES" C 2K specified length
 "INCREASED" C 2K specified length

3" Radius, 1" Border, 1" Indent, Black on White
 "MINIMUM" C 2K specified length, "FINE \$100" C 2K specified length

HWZ-2

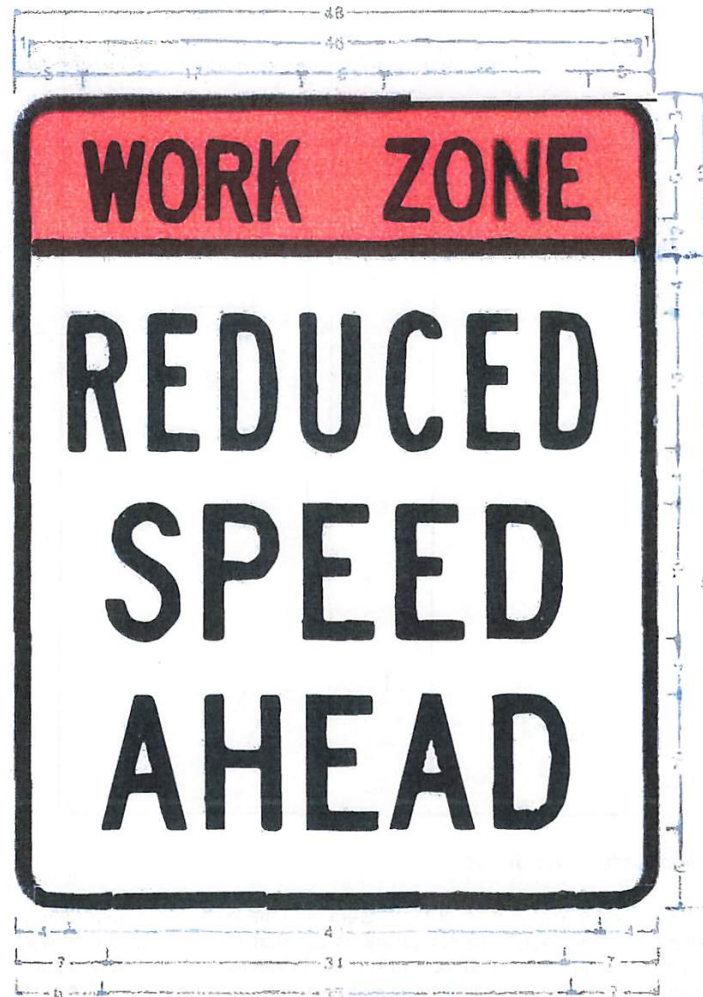
1. All HWZ-2 sign panels shall be rigid.
2. The size of the HWZ-2 sign shall not be reduced for use on two-lane roadways.

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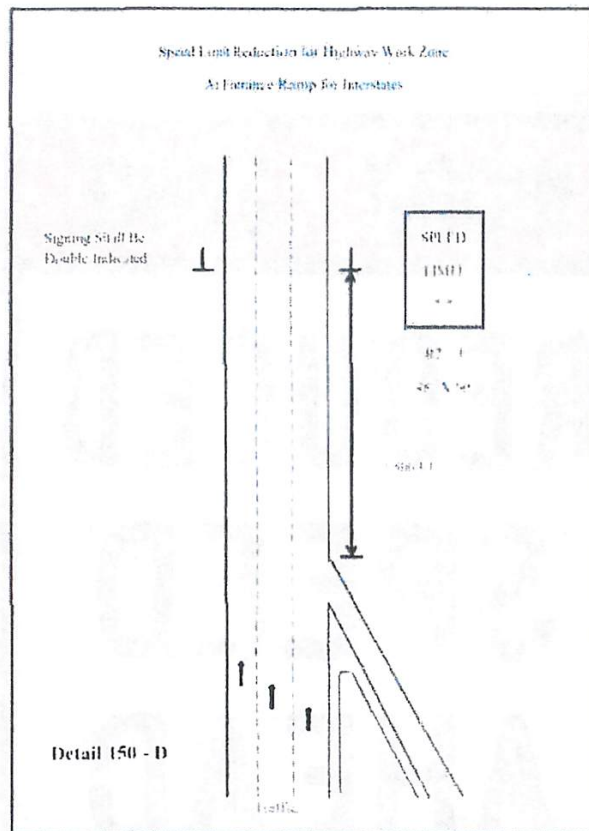


HWZ-3

1. All HWZ-3 sign panels shall be rigid.
2. The size of the HWZ-3 sign shall not be reduced for use on two-lane roadways.



3" Radius 1" Border Black on Fluorescent orange
 "WORK" C 2K 60% spacing "ZONE" C 2K 60% spacing
 3" Radius 1" Border Black on White
 "REDUCED" B 2K "SPEED" C 2K "AHEAD" C 2K



C. Installation/Removal of Work Area Signage

No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the Project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven (≤ 7) calendar days after beginning installation.

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

All construction warning signs shall be removed within seven (≤ 7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (> 10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

CORRECTIVE LIST WORK: Portable signs shall be utilized to accomplish the completion of all corrective list items, if the corrective list is the only work being performed. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the corrective list only work, except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the corrective list work is in progress.

Failure to promptly remove the construction warning signs within the seven (7) calendar days after the completion of the Work or failure to remove or cover signs when work is suspended for short periods of time shall be considered as non-performance under Subsection 150.7.01.

150.3.05 Shoulder/Lane Closures

A. Approval/Restrictions

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

1. Closure Length

The length of a shoulder closure and a lane closure shall not exceed two (2) miles in length excluding the length of the tapers unless the prior approval of the Engineer has been obtained. The Engineer may extend the length of the closure based upon field conditions; however, the length of a work zone should be held to the minimum length required to accomplish the Work. Shoulder closure and Lane Closures shall not be spaced closer than one mile. The advanced warning signs for the Project should not overlap with the advanced warning signs for lane shifts, lane closures, etc.

2. Duration

The first (7) calendar days in an Urban area and the first three (3) calendar days in a Rural area of any lane closure shall be signed and marked as per Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" or Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway". However, lane closures that exist for a duration longer than three (> 3) calendar days may be signed and marked as per the details in Georgia Standard 9121 "Tapers, Signs, and Markings for Passing Lanes", provided the prior approval of the Engineer is obtained. The approved lane drop shall utilize a PCMS and only the signs and markings shown for the termination end of the lane drop in Georgia Standard 9121. All warning signs in the lane drop sequence shall be used. Drums may be substituted for the Type I Crystal Delineators at the same spacing.

B. Shoulder Closures

In accordance with MUTCD (6N.06), when paved shoulders, having a width of eight feet ($\geq 8'$) or more are closed, at least one (1) advance warning sign shall be used. The sign(s) should read SHOULDER CLOSED (W21-5a). The signs are only posted on the side with the shoulder closure. Where the downstream end of the shoulder closure extends beyond the distance that can be perceived by road users, a supplementary plaque bearing the message NEXT XX FEET (W16-4P) or MILES (W7-3aP) should be placed below the SHOULDER CLOSED (W21-5a) sign. These signs shall be placed 500 feet prior to the shoulder closure. For multi-shoulder closures, the Shoulder Closed sign shall be repeated after two (2) miles at 500 feet prior to the next shoulder closure.

A shoulder closure will require a shoulder taper of $(1/3) L$ (L =merging taper length). Traffic drums shall be used for the taper. Arrow boards are not required.

If positive barriers are used to close the shoulder, the taper and drums shall be in accordance with Standard 4960. Temporary Barrier (End Treatment Options). The approach end of the barrier taper should be 10:1 or flatter slope.

C. Lane Closure

1. Advance Warning Signs

The Advance Warning signs shall be in accordance with MUTCD and Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway", and Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway".

When the Temporary Traffic Control zone already has advanced warning (W20-1) signs installed the W20-1 signs required for lane closures under Standard 9106 and 9107 should be eliminated.

For Interstate, Limited Access and Multi-lane Divided Highways, an additional PCMS shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one (1) mile ahead. No other message shall be displayed on this PCMS. The PCMS shall be placed on the outside shoulder in accordance with Detail 15 0-B[PCMS]. This is in addition to the other traffic control devices required by Standard 9106.

At the discretion of the Engineer, the Contractor may start placing advance warning signs a half-hour (1/2 hr.) prior to the lane closure.

2. Transition Area – Taper

Drums shall be used on all transition tapers. If traffic drums with retroreflectivity of less than type VI are used for a merge taper that exists into the night, all drums located in the taper shall have, for the length of the taper only, a six inch (6") fluorescent orange (ASTM Type VI, VII, VIII, IX or X) reflectorized top stripe on each drum. The top six inch (6") stripe may be temporarily attached to the drum while in use in a taper. The Engineer may allow the fluorescent orange reflectorized six inch (6") top stripe on each drum in a merging taper to remain in place during daylight hours provided there is a lane closure(s) with a continuous operation that begins during one nighttime period and ends during another nighttime period. All drums that have the six inch (6") top stripe permanently attached shall not be used for any other conditions.

In accordance with MUTCD (6B.08), the minimum length for a merging taper for a lane closure on the travel way shall be as shown in Table 150-1:

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

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

The length of shifting tapers should be at least one-half (1/2) L.

Multiple Lane Closures:

- A maximum of one (1) lane at a time shall be closed with each merging taper.
- A minimum tangent length of two (≥ 2) L shall be installed between each individual lane closure taper. The tangent length is part of the transition area. Therefore, only traffic drums can be used in the tangent.

3. Activity Area

The activity area consists of a buffer and the work space. Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" states "Buffer zones of 300' minimum, 500' desirable are required for tangent sections and shall be increased for horizontal or vertical curves due to sight distance considerations"

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway" requires a fifty feet (50') buffer. The buffer shall be increased for horizontal or vertical curves due to sight distance considerations"

The channelization devices are spaced at a maximum of eighty feet (80').

4. Termination Area

Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway" requires a 150 feet buffer and a minimum 200 feet downstream taper.

Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway" requires 150 feet downstream taper.

D. Removal of Lane Closures

To provide the greatest possible convenience to the public in accordance with Section 107, the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer. All portable signs and portable sign mounting devices shall be removed from the roadway to an area which will not allow the sign to be visible and will not allow the sign or sign mounting device to be impacted by traffic. All devices shall be stored beyond the clear zone or behind positive protection.

E. Exit and Entrance Ramps

On multi-lane highways, where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have drums placed on both sides of the ramp. This requirement will apply to any situation where traffic is shifted to contra flows or inside staging lanes to facilitate reconstruction work in the vicinity of exit and entrance ramps. The temporary ramp taper length should be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. The "EXIT OPEN" sign shown in Figure TA-42 of the MUTCD shall be utilized. For exit ramps, drums spacing shall be decreased to ten feet (10') for 200 feet in advance of the temporary gore and be decreased to ten feet (10') for the first 100 feet of the temporary gore, and throughout the exit ramp. For on-ramps, drums should be used 200 feet prior to the ramp and end 100 feet past the merge taper. The drum spacing for the on ramp may be decreased but should not obstruct the view of the drivers i.e. for the ramp vehicles.

150.3.06 Traffic Pacing Method

A. Pacing of Traffic

With prior approval from the Engineer, traffic may be paced allowing the Contractor up to twenty (20) minutes maximum to work in or above all lanes of traffic for the following purposes:

1. Placing bridge members or other bridge work.
2. Placing overhead sign structures.
3. Other work items requiring interruption of traffic.

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

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

Pilot vehicles shall travel at a safe pace speed. The Contractor shall provide a vehicle to proceed in front of the law enforcement vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared the area.

Traffic should not be permitted to stop during pacing unless approved by the Engineer.

B. Methods of Signing for Traffic Pacing

At a point not less than 1,000 feet in advance of the beginning point of the pace, the Contractor shall place a PCMS sign with the message "TRAFFIC SLOWED AHEAD EXPECT SHORT DELAY".

150.3.07 Flagging Operations

A. Flaggers

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

B. Flagger Certification

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from one of the following organizations:

National Safety Council
American Traffic Safety Services Association (ATSSA)

On-line classes are not accepted.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

C. Flagger Appearance and Equipment

Flaggers shall wear Performance Class 2 or better for daytime activities. Flaggers shall wear Performance Class 3 or better high-visibility clothing for nighttime activities. Flagger stations shall be illuminated at night according to MUTCD (6M.08). They shall use a Stop/Slow paddle meeting the requirements of the MUTCD (6D.02) for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven feet ($\geq 7'$) minimum. The Stop/Slow paddle shall be retroreflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD (6D.02). The flag shall, as a minimum, be twenty-four inches ($\geq 24"$) square and red or red/orange in color.

D. Flagger Warning Signs

Signs for flagger traffic control shall be placed in advance of the flagging operation, in accordance with the MUTCD and Georgia Standard 9102 "Traffic Control Detail for Lane Closure on Two-Lane Highway". In addition, signs at

regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

E. Pilot Vehicle Requirements

Pilot vehicles should be required during placement of bituminous surface treatment or asphaltic concrete on two-lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the [MUTCD \(6E.04\)](#).

F. Automated Flagger Assistance Devices

The Contractor may request, in writing, the use of Automated Flagger Assistance Devices (AFAD). The equipment shall meet the requirements of [MUTCD \(6L.02\)](#). As a part of this request, the Contractor shall also submit an alternate temporary traffic TTC plan in the event of a failure of the AFAD. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any AFAD will be permitted.

G. Portable Temporary Traffic Control Signals

The Contractor may request, in writing, the substitution of portable temporary traffic control signals for flaggers on two-lane two-way roadways provided the temporary signals meets the requirements of the MUTCD, [Section 647](#), and [subsection 150.2.11](#). As a part of this request, the Contractor shall also submit an alternate TTC plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

150.3.08 Traffic Signals

A. Responsibility/Cost

If the sequence of operations, staging, or the TTC plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of Traffic Control – Lump Sum.

B. Law Enforcement Officer Requirement

In accordance with Georgia law § 40-6-20, law enforcement officers shall be used to regulate and maintain traffic control at functioning signalized intersections when lane closures or traffic shifts block or restrict movements causing interference with road user flows and will not allow the activated traffic signal to guide the traffic through the signal site.

150.3.09 Mobile Operations

A mobile operation is defined by a minimum speed of three (3) mph. When pavement markings (centerlines, lane lines, and edge lines) are applied in a continuous operation by moving vehicles and equipment, the following minimum equipment and warning devices shall be required. These devices and equipment are in addition to the minimum requirements of the MUTCD.

All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two (2) flashing or rotating beacons visible in all directions. All protection vehicles shall have an arrow panel mounted on the rear. All vehicles requiring an arrow panel shall have, as a minimum, a Type B panel. All vehicle mounted signs shall be mounted with the bottom of the sign a minimum height of forty-eight inches (48") above the pavement. All sign legends shall be covered or removed from view when work is not in progress.

The lead vehicle may be a separate vehicle or the work vehicle applying the pavement markings may be used as the lead vehicle. The lead vehicle shall have an arrow panel mounted so that the panel is easily visible to oncoming (approaching) traffic. The arrow panel should operate in the caution mode.

The work vehicle(s) applying markings shall have an arrow panel mounted on the rear. The arrow panel should typically operate in the caution mode. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings.

A protection vehicle shall follow the last work vehicle at all times and shall be equipped with a truck mounted attenuator that shall be certified for impacts not less than sixty-two (62) mph in accordance with MASH/NCHRP350 Test Level Three (3).

150.3.10 Pavement Markings

A. General

Full pattern pavement markings in conformance with Chapter 3A and 3B, except 3B.03, of the MUTCD are required on all courses before the roadway is opened to traffic, unless noted in this section. No passing zones shall be marked to conform to Subsection 150.3.10.D.1.b. During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

Markings on the final surface course, which must be removed, shall be a removable type. The Contractor will be permitted to use paint, thermoplastic, or tape on pavement which is to be overlaid as part of the Project, unless otherwise directed by the Engineer. Partial (skip) reflectorization (i.e. reflectorizing only a portion of a stripe) will not be allowed.

1. Resurfacing Projects

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

2. Widening and Reconstruction Projects

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

3. New Location Construction Projects

Pavement marking plans will be provided.

B. Installation and Removal of Pavement Markings

1. Installation

All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and preline the roadway surface for the placement of pavement markings applied as part of the TTC plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the Work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the Work.

2. Removal

Markings no longer applicable shall be removed in accordance with [Section 656](#).

The elimination of conflicting pavement markings by overpainting with unapproved paint or any type of liquid asphalt is not acceptable.

3. Intermediate Surface

Interim markings shall be removed by methods that will cause minimal damage to the pavement surface, while also ensuring that traveling public will not be confused or misdirected by any residual markings remaining on the intermediate surface. The use of approved black-out tape and black-out paint (manufactured for the sole purpose of covering existing pavement markings) may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

4. Final Surface

No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings and the interim marking will not interfere or adversely affect placement of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. [Section 400](#) shall apply when corrective measures are required. The use of black-out tape or black-out paint will not be permitted under any circumstance to correct layout errors on any final surface.

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

5. Pay Factor Reduction for Asphaltic Concrete Final Surfaces

When the correction of an error in the layout of the final pavement markings requires the final surface to be ground, 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, polish or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

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

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance under [Subsection 150.7.01](#).

6. Preparation and Planning for Traffic Shifts

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

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

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with [Section 656](#).

C. Raised Pavement Markers

Retroreflective raised pavement markers (RPMs) shall be placed as listed below for all asphaltic concrete pavements before the roadway is open to traffic, unless noted this section. On the final surface, RPMs shall be placed according to the timeframes specified in [Subsection 150.3.10.D](#) for full pattern pavement markings. When Portland Cement Concrete is an intermediate or final surface and is open to traffic, one (1) calendar day is allowed for cleaning and drying before the installation of RPMs is required.

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

Retroreflective raised pavement markers (RPMs) shall be placed and/or maintained on intermediate pavements surfaces on all highways that the final ride surface is not completed within 45 calendar days which is open to traffic. This includes all resurfacing projects along with widening and reconstruction projects. The RPMs shall be placed as follows:

1. Supplementing Lane Lines:

- a. Eighty foot (80') center on skip lines with curvature less than three degrees. (Includes tangents)
- b. Forty foot (40') centers on solid lines and all lines with curvature between three degrees and six degrees.
- c. Twenty foot (20') centers on curves over six degrees.
- d. Twenty foot (20') centers on lane transitions or shifts.

2. Supplementing Ramp Gore Lines:

- a. Twenty foot (20') centers, two each, placed side by side.

3. Other Lines:

- a. As shown on the Plans or directed by the Engineer.

D. Exceptions for Interim Markings

Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

1. Two-Lane, Two-Way Roadways

a. Skip Lines

If used, interim temporary tape or paint skip (broken) stripe may only be used for a maximum of three (3) calendar days. The stripes shall be at least two feet ($> 2'$) long with a maximum gap of thirty-eight feet ($\leq 38'$). On curves greater than six degrees ($> 6^\circ$), a one foot ($1'$) stripe with a maximum gap of nineteen feet ($\leq 19'$) shall be used. In lane shift areas, solid lines will be required.

Interim raised pavement markers may be substituted for the interim skip (broken) stripes. If raised pavement markers are substituted for the two foot ($2'$) interim skip stripe, three (3) markers spaced at equal intervals over a two feet ($2'$) distance will be required. No separate payment will be made if the interim raised pavement markers are substituted for interim skip lines.

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

The type of interim marker and method of attachment to the pavement shall be approved by the Office of Materials and Testing but in no case will the markers be attached by the use of nails. Flexible reflective markers, Type 14 or Type 15, may be used for a maximum of three (3) calendar days as an interim marker. Any flexible reflective markers in use shall be from the QPL-76.

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

b. No Passing Zones Two-Lane, Two-Way Roadways

Passing zones shall be re-established in the locations existing prior to resurfacing unless otherwise noted in the Contract. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three (3) calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1) twenty-four inches by thirty inches ($24" \times 30"$) at the beginning and at intervals not to exceed one-half ($\leq \frac{1}{2}$) mile within each no-passing zone. A post or portable mounted PASS WITH CARE regulatory sign (R4-2) twenty-four inches by thirty inches ($24" \times 30"$) shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall be secured in such a manner to prevent misalignment and minimize the possibility of being blown over by weather conditions or traffic.

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

c. Edge lines

• Bituminous Surface Treatment Paving

Edge lines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than sixty (< 60) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within thirty (≤ 30) calendar days of the time that the final surface was placed.

• All Other Types of Pavement

Edge lines will not be required on intermediate surfaces that are in use for a period of less than thirty (<30) calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edge lines shall be placed within fourteen (≤ 14) calendar days of the time that the surface was placed.

2. Multi-Lane Highways – With No Paved Shoulder(s) or Paved Shoulder(s) Four Feet or Less ($\leq 4'$)

a. Undivided Highways (Includes Paved Center Turn Lane)

- Centerlines and No-Passing Barrier-Full Pattern centerlines and no-passing barriers shall be restored before opening to traffic.
- Lane lines- Interim skip (broken) stripe as described in Subsection 150.3.10.D.1 a, may be used for periods not to exceed three (≤ 3) calendar days. Skip lines are not permitted in lane shift areas. Solid lines shall be used.
- Edge lines- Edge lines shall be placed on intermediate and final surfaces within three (3) calendar days of obliteration.

b. Divided Highways (Grass or Raised Median)

- Lane lines- Full pattern skip stripe shall be restored before opening to traffic. Skip lines are not permitted in lane shift areas. Solid lines shall be required.
- Centerline/Edge line- Solid lines shall be placed on intermediate and final surfaces within three calendar days of obliteration.

3. Limited Access Roadways and Roadways with Paved Shoulders Greater Than Four Feet ($> 4'$)

a. Same as Subsection 150.3.10.D.2 except as noted in (b) below.

b. Edge lines-

- Asphaltic Concrete Pavement- Edge lines shall be placed on intermediate and final surfaces prior to opening to traffic.
- Portland Cement Concrete Pavement- Edge lines shall be placed on any surface open to traffic no later than one calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.

4. Ramps for Multi-Lane Divided Highways

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

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

5. Miscellaneous Pavement Markings

a. Final Surface

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

b. Intermediate Surface

Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have the miscellaneous pavement markings installed to conform to the requirement of [Section 652](#). Under Subsection 150.6, Special Conditions, or as directed by the Engineer these markings may be eliminated.

c. Stop Line

All stop signs and traffic signals shall have temporary twelve inch (12") stop lines placed in accordance with [MUTCD \(3B. 19\)](#) on all surfaces prior to opening to traffic. Temporary tape may be used.

150.3.11 Differences in Elevations Between Travel Lanes and Shoulders

All time frames and requirements may be changed with the Engineer's approval.

A. Differences in Elevations

Difference in elevations due to construction between travel lanes and/or shoulders within the clear zone should be limited to the following:

1. Difference of two inches ($\leq 2"$) or less between adjacent travel lanes should remain for a maximum period of fourteen (14) calendar days.
2. Difference of two inches ($\leq 2"$) or less between adjacent travel lane and paved shoulder should remain for a maximum of thirty (30) calendar days. Traffic control devices shall be in accordance with [Detail 150-G](#).
3. Difference of greater than two inches ($> 2"$) is permitted for continuous operations. Traffic control devices shall be in accordance with [Detail 150-E](#).
4. Difference of greater than two inches ($> 2"$) between travel lanes and/or shoulders for non-continuous operations will not be allowed for more than a twenty-four (24) hour period. For the first twenty-four (24) hours, traffic control shall be in accordance with [Detail 150-E](#). After twenty-four (24) hours the section should be healed according to [Detail 150-H](#). This condition can exist for a maximum sixty (60) calendar days.
 - a. A single length of area that does not exceed 1000 feet total length may be left open as a startup area for periods not to exceed forty-eight (48) hours provided the Contractor can demonstrate the ability to complete the Work in a proficient manner. Prior approval of the Engineer shall be obtained before any startup area may be allowed.
 - b. For cement stabilized base, work adjacent to the travel lane and/or shoulders shall be healed as per [Detail 150-H](#) within forty-eight (48) hours after the seven (7) calendar day curing period is complete for each section placed. During the placement and curing period, traffic control shall be in accordance [Detail 150-E](#).

Failure to meet these requirements shall be considered as non-performance of Work under [Subsection 150 7.01](#).

B. Healed Section

Healed section and traffic control devices should be placed in accordance with Detail 150-H. If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the Work with minimal waste. Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the Specifications for gradation and quality when the material is placed in the final location.

C. Emergency Situations

Inclement weather, traffic accidents, and other events beyond the control of the Contractor may prevent the Work from being completed as required above. The Contractor shall notify the Engineer in writing stating the conditions and reasons that have prevented the Contractor from complying with the time limitations. The Contractor shall also outline a plan detailing immediate steps to complete the Work. Failure to correct these conditions on the first calendar day that conditions will allow corrective work shall be considered as non-performance of Work under Subsection 150.7.01.

D. Plating

Plating for drainage structures, utility facilities, etc. is prohibited on the interstates. Plating on State Routes and secondary roads will require the prior approval of the project Engineer. Steel plates shall not be used on highways with a posted speed greater than forty-five (45) mph. The plate shall completely cover the pavement cut or excavation. The plate shall be adequately secured and shall provide a safe and reasonable transition to the adjoining roadway surface. An asphalt wedge can be used to provide a smooth transition over the plate(s). Temporary traffic control warning signs W8-24 shall be posted in advance warning motorist about plates in roadway in accordance with the MUTCD. Plating should not remain in place for more than four (4) calendar days.

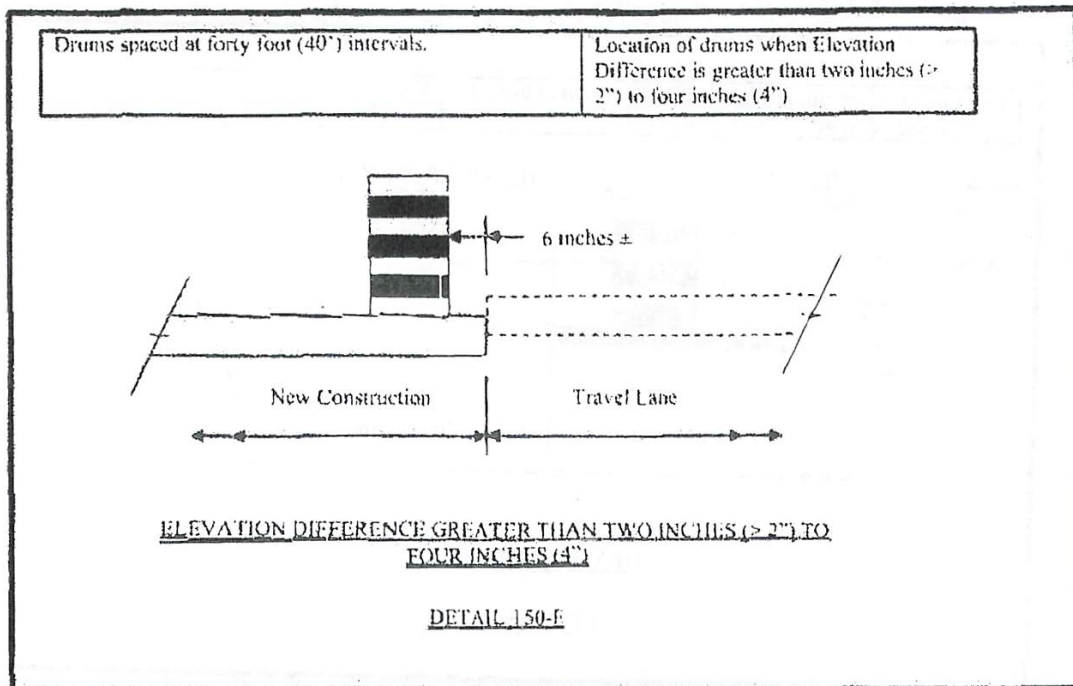
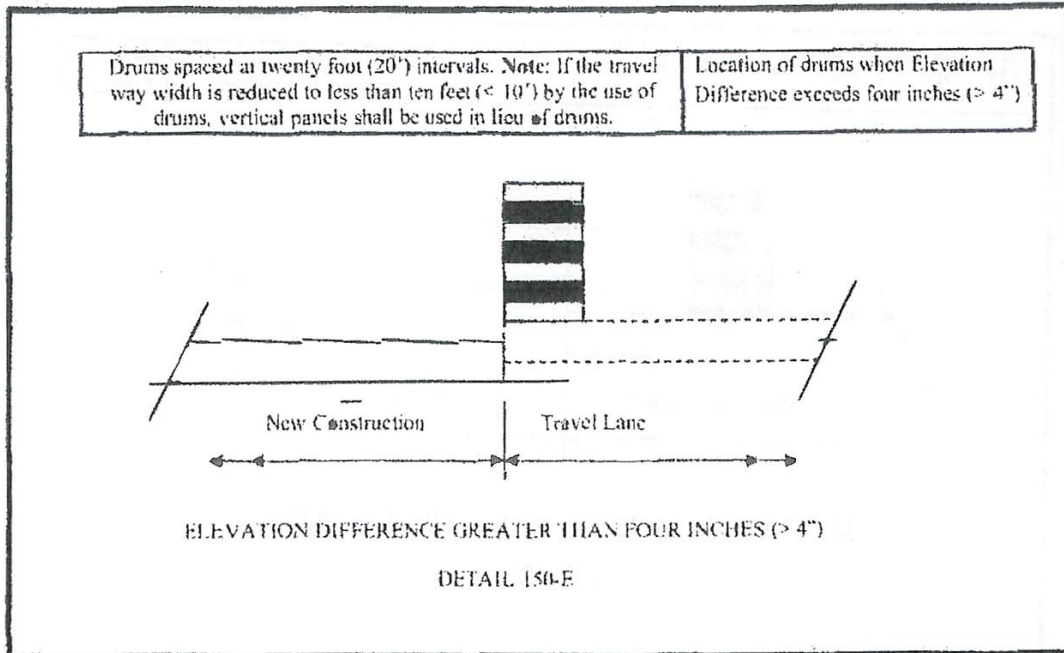
E. Asphaltic Concrete Resurfacing Projects

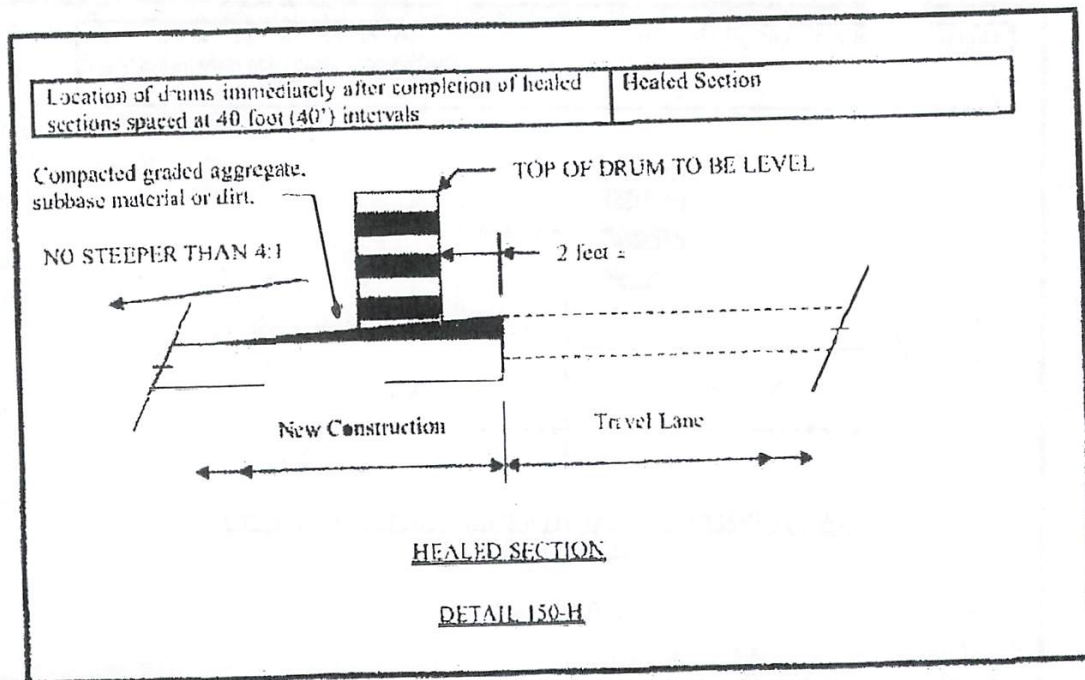
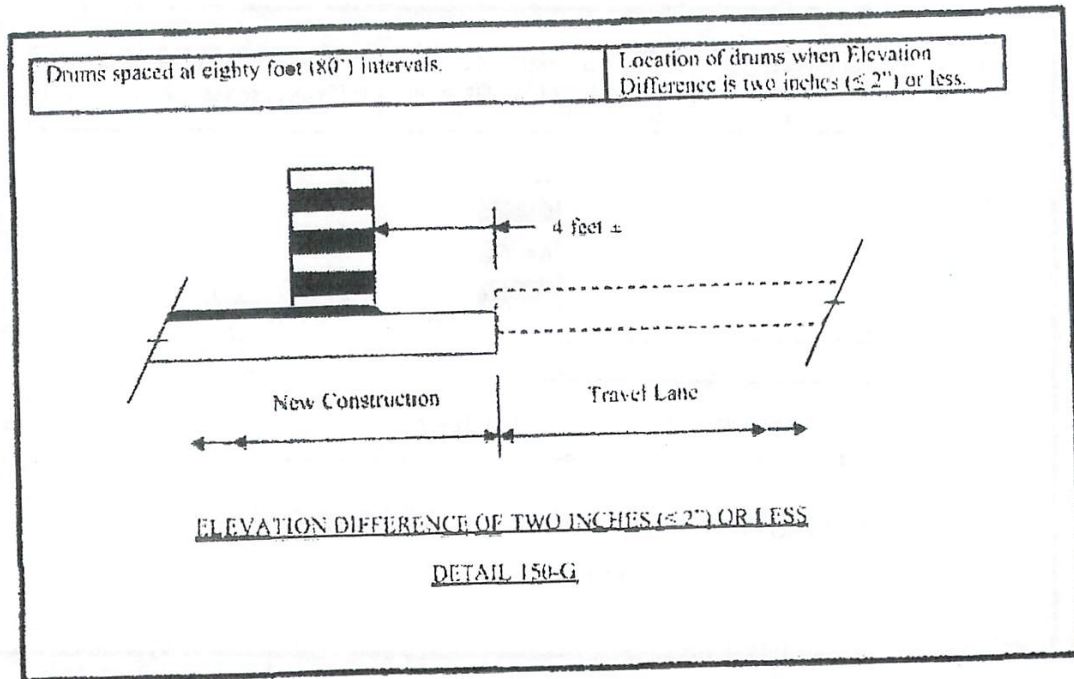
1. Shoulder Construction Included as a Part of the Contract

When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches (> 2") between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet (< 4') in width, the Contractor shall place and maintain drums in accordance with the requirements of Subsection 150.2.04.B.3. When the edge of the paved surface is tapered with a safety edge, drums may be spaced at two (2) times the speed limit in MPH. Drums shall remain in place and be maintained until the difference in elevation has been eliminated by the placement of the appropriate shoulder materials.

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

When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches (> 2") between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet (< 4') in width, the Contractor shall notify the Engineer, in writing, when the resurfacing work including all corrective list items has been completed.





150.3.12 Work Zone Law Enforcement

Work zone law enforcement consists of utilizing a uniformed law enforcement officer equipped with patrol vehicle and blue flashing lights to enforce traffic laws in construction work zones and the administration of this service. Payment for work zone law enforcement will be made only for the utilization in work zones during lane closures, traffic pacing, or other activities that occur within travel lanes. The Contractor will be responsible for negotiating a rate of reimbursement and making reimbursement to that law enforcement agency.

The Contractor will be responsible for coordinating and scheduling the utilization of the work zone law enforcement. The Engineer may require the use of work zone law enforcement at specific times and locations.

Work zone law enforcement will be required in all work zones during lane closures, traffic pacing, or other activities that occur within travel lanes on the interstate.

150.4 Measurement

150.4.01 Traffic Control Items

A. Traffic Control

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

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

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Temporary Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately but shall be included in the overall bid submittal.

B. Changeable Message Sign, Portable

Portable changeable message sign will be measured as specified in [Section 632](#).

C. Flashing Beacon Assembly

Flashing beacon assemblies will be measured as specified in [Section 647](#).

D. Pavement Markings

Pavement markings will be measured as specified in Section 150.

E. Portable Impact Attenuators

Each portable impact attenuator will be measured by the unit/array which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacturer for repairing accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.

F. Signs

When shown as a pay item in the Contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submitted.

1. Interim ground mounted or interim overhead special guide signs will be measured for payment by the square foot. This payment shall be full compensation for furnishing the signs, including supports as required, erecting, illuminating overhead signs, maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.
2. Remove and reset existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.
3. Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

G. Temporary Audible Information Device

Temporary audible information devices are measured as the actual number furnished and installed in accordance with the manufacturer's recommendations, which shall include all necessary materials, equipment, labor, site preparation, maintenance, and removal. Each temporary audible information device will be paid for only one time regardless of the number of times it's reused during the duration of the Work. These devices shall remain the property of the Contractor.

H. Temporary Barrler

Temporary barrier shall be measured as specified in [Sections 620](#).

I. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps are measured as the actual number formed and poured, complete and accepted, which shall include all necessary materials, equipment, labor, site preparation, maintenance, and removal. No additional payment will be made for sawing existing sidewalk and removal and disposal of removed material for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

J. Temporary Guardrail Anchorage, Type 12

Temporary guardrail anchorage- Type 12 will be measured by each assembly, complete in place and accepted according to the details shown in the Plans, which shall also include the additional guardrail and appurtenances necessary for transition and connection to temporary concrete barrier. Payment shall include all necessary materials, equipment, labor, site preparation, maintenance, and removal.

K. Temporary Walkways with Detectable Edging

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance, and removal. Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (that meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 150—Traffic Control

Delete Subsection 150.5 and add the following:

150.5 Statewide or National Elections

A. Lane Closures

In conformance with Executive Order 14019, Access to Voting, issued on March 7, 2021, no lane closures or activities that inhibit pedestrian travel shall be allowed within one (1) mile of any polling place between the hours of 6:00 AM and 7:00 PM during statewide or national elections.

Failure to adhere to the above restrictions specified will result in the assessment of non-refundable deductions as specified in Special Provision 150.7.01.

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L. Traffic Signal Installation- Temporary

Temporary traffic signal installation will be measured as specified in [Section 647](#).

M. Work Zone Law Enforcement

When work zone law enforcement is shown as a pay item, work zone law enforcement will be measured for payment by the hour. The Contractor shall provide a daily work record containing the actual number of hours charged by the law enforcement officer. The daily work record shall be compiled on a form provided by the Department, signed by the law enforcement officer, signed by the Contractor's Worksite Traffic Control Supervisor attesting that the law enforcement was utilized during the time recorded, and then submitted to the Engineer.

Work zone law enforcement will be measured for payment by the hour up to the maximum number of hours included in the Contract. The Engineer may at their discretion increase the maximum number of hours.

Payment shall be full compensation for reimbursing the law enforcement agency and for all cost incurred by the Contractor in coordinating, scheduling, and administering the item work zone law enforcement.

If no work zone law enforcement pay item is included in the Contract, then all work zone law enforcement cost shall be included in Traffic Control – Lump Sum.

150.5 Reserved

150.6 Special Conditions

Special Conditions, if used, will be included elsewhere in the Contract.

150.7 Payment

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately. Payment will be made under:

Item No. 150	Traffic control -	Lump Sum
Item No. 150	Traffic control, solid traffic stripe __ inch, (color)	Per linear mile
Item No. 150	Traffic control, skip traffic stripe __ Inch, (color)	Per linear mile
Item No. 150	Traffic control, solid traffic stripe, thermoplastic 24 inch. color	Per linear mile
Item No. 150	Traffic control, raised pavement markers –all types	Per each
Item No. 150	Remove and reset, existing special guide signs, overhead, complete-in-place	Per each
Item No. 150	Temporary walkways with detectable edging	Per linear foot
Item No. 150	Temporary curb cut wheelchair ramps	Per each
Item No. 150	Temporary audible information device	Per each
Item No. 150	Work Zone Law Enforcement	Per hour

150.7.01 Enforcement and Adjustments

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

Failure of the Contractor to comply with this Specification shall be reason for the Engineer suspending all other work on the Project except erosion control and traffic control, taking corrective action as specified in [Section 105](#), and/or withholding payment of monies due to the Contractor for any work on the Project until traffic control deficiencies are corrected. These other actions shall be in addition to the deductions for non-performance of traffic control.

SCHEDULE OF DEDUCTIONS FOR EACH CALENDAR DAY OF DEFICIENCIES OF TRAFFIC CONTROL INSTALLATION AND/OR MAINTENANCE		
ORIGINAL TOTAL CONTRACT AMOUNT		
From More Than	To and Including	Daily Charge
\$0	\$100,000	\$250
\$100,000	\$1,000,000	\$650
\$1,000,000	\$5,000,000	\$1,300
\$5,000,000	\$20,000,000	\$2,000
\$20,000,000	\$40,000,000	\$2,600
\$40,000,000	\$-----	\$4,000

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Lumpkin County
P.I. No. 0016629**

SECTION 523 - DYNAMIC PILE TESTING

523.1 General Description

The work consists of performing dynamic pile testing using the Pile Driving Analyzer (PDA) to monitor the driving of piles with accelerometer and strain gauges attached to the piles. Piles to be dynamically tested will be identified in the Special Provision or on the Plans. Prior to pile driving, the Engineer will determine production or test piles to be dynamically tested. Perform the dynamic pile testing in accordance with ASTM D4945-12.

Take dynamic measurements during driving of any required piles. Drive the pile as shown in the Special Provisions or on the Plans.

523.2 Materials

Furnish measuring instruments for dynamic pile testing. Attach instruments near the top of the piles with bolts placed in drilled holes. Furnish materials, labor and equipment necessary for installation of the instruments.

523.3 Construction Requirements

Measure wave speed prior to driving piles. Wave speed measurements will not be required for Steel H piles or metal shell piles. When wave speed measurements are performed, place the piles in a horizontal position not in contact with other piles.

Perform dynamic pile testing during driving. Modify the driving to reduce the stress and/or eliminate the damage, should the recommended stress level be exceeded or if damage occurs (determined visually or as indicated by the instrumentation).

Do not exceed the following maximum driving stresses, as determined by the dynamic pile testing:

1. For Steel piles:

0.9 F_y , where F_y = Yield strength of steel

2. For Prestressed Concrete Piles:

133

Compression:

$$\sigma_{dr} = (0.85f'_c - f_{pe})$$

Tension in Normal Environments:

$$\sigma_{dr} = (0.095\sqrt{f'_c} + f_{pe})$$

Tension in Severe Corrosive Environments:

$$\sigma_{dr} = \phi_{da}f_{pe}$$

where;

σ_{dr} = maximum allowed driving stress, ksi

f'_c = specified minimum 28-day compressive strength of concrete, ksi

f_{pe} = effective prestress in concrete, ksi, (after all losses) at the time of driving taken as 0.78 times the initial prestress force

Re-drive friction piles that do not obtain bearing after a freeze period of a minimum of 24 hours or for a period designated on the Plans, whichever is longer. Reset the gauges if required. Re-strike the pile with a warm hammer until a maximum penetration of 3 inches (76 mm) or 40 blows is reached, whichever occurs first. The Engineer may modify the Pile Driving Objective based on the results of the PDA work.

Provide two weeks' notice prior to the driving of designated piles and cooperate with the Engineer in connection with the performance of Dynamic Pile Testing.

Provide a complete report consisting of but not limited to PDA field monitoring data, results of CAPWAP computer analyses, and recommendations such as pile lengths, hammer fuel setting, and valid driving criteria. Valid driving criteria is defined as having the required hammer having a hammer set greater than 3 blows per inch and less than 10 blows per inch at the driving resistance for that pile. Submit the report electronically in PDF format and the electronic data files of the PDA analysis and CAPWAP to the Geotechnical Bureau and allow seven (7) calendar days for review and approval before proceeding with driving production piles.

523.4 Measurement

The Dynamic Pile Tests performed in accordance with these Specifications will be counted separately for payment. (Refer to plans summary sheet for the required amount of PDA testing.)

523.5 Payment

The Dynamic Pile Test completed and accepted will be paid for at the Contract unit Price. This payment will be full compensation for all costs of complying with this specification, including incidentals, additional work, and any delays incurred in conjunction therewith.

Payment will be made under:

Item No. 523. Dynamic Pile Test _____ Per Each

Office of Materials and Testing

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Lumpkin County
P.I. NO. 0016629**

SECTION 524 – DRILLED CAISSON FOUNDATIONS

524.1 General Description

This Work consists of furnishing all labor, materials, equipment, tools and services necessary for construction of drilled caisson foundations and includes all incidentals and additional work in conjunction therewith. Adhere to the Department's Plans, Special Provisions and Standard and Supplemental Specifications for all Work.

524.2 Materials

Use materials that meet the requirements of the Standard Specifications with the following exceptions:

- Follow Special Provision 500 – Concrete Structures (Mass Concrete), for shafts with diameters greater than 6 feet (1.83 meters).
- Use non-air-entrained Class AA concrete with a coarse aggregate size of No. 67 stone and a slump at time of placement of between 7 and 9 inches (178 mm and 229 mm). Use 10 percent additional cement and a retarder or water reducing agent in all concrete.
- Use Grade 60 (Grade 420) reinforcing bars that conform to ASTM A 615 (ASTM A 615M). If wire spirals are used, use spirals that conform to ASTM A 82.
- Use Grade 2 steel casing that conforms to ASTM A 252.

524.3 Construction Requirements

524.3.01 Personnel

Construct drilled caissons and supervise the work with personnel who are experienced in this type work. Visit and examine the work site and all conditions, and take into consideration all such

conditions that may affect the work. At least 30 days prior to beginning drilled caisson work, submit to the Engineer for review and approval the following proof of the ability of the personnel to construct drilled caisson foundations:

1. Evidence of the successful completion of at least five projects similar in concept and scope to the proposed foundation. Include names, addresses and telephone numbers of the owners' representatives for verification.
2. Résumés of foreman and drilling operators to be employed on this project. Provide evidence showing that the drill operator has experience and knowledge of the drill rig to be used on the project. The Department will be sole judge of the qualifications of the foreman and drill rig operator.
3. A detailed sequence of construction for drilled caisson work that describes all materials, methods and equipment to be used, including, but not limited to the following:
 - casing sizes with proposed top and tip elevations
 - drilling equipment including the manufacturer's specifications on the drill rig
 - methods and equipment for stabilizing and cleaning shaft excavations
 - methods of materials handling and disposal
 - methods and equipment for placing concrete
 - details of tremie and sealing methods, if required
 - details of reinforcement placement, including support and centralization methods

Do not begin drilled caisson construction until the qualifications, construction plan and methods have been approved in writing by the Engineer.

524.3.02 Equipment

Use excavation and drilling equipment with a rated capacity (including power, torque and downward thrust) to excavate a caisson of the maximum specified diameter to a depth of 30 feet (9.1 meters) or 20 percent deeper than the deepest caisson indicated on the Plans, as measured from the ground or water surface elevation, whichever is higher.

524.3.03 Casing

Use casing that is a metal shell of a thickness to withstand handling, internal and external pressures, and that is watertight, smooth and clean. If the elevation of the top of the caisson is below ground level or water level at the time of concrete placement, use an oversize casing from ground elevation to a point below the top of the caisson to prevent caving into the fresh concrete. Do not allow the top of the permanent casing, if required, to extend above the top of the drilled caisson. Use casing in all materials that do not have sufficient strength to safely remain open and stable during and after excavation.

When casing is used, do not use casing with an outside diameter less than the specified diameter of the caisson. That portion of the caisson below the casing may be slightly smaller than the normal outside diameter of the caisson. However, use drilling tools to excavate the caisson below the casing that are no smaller than the outside diameter of the casing minus 2 inches (51 mm). When permanent casing is required, the caisson excavation shall be no larger than the outside diameter of the permanent casing. Do not leave casing in place unless permitted by the Engineer, and cut off any permanent casing as shown on the Plans.

Provide adequate equipment during concrete placement to prevent pulling up the reinforcing cage during casing extraction. The casing may be pulled in partial stages. Maintain a sufficient head of concrete above the bottom of the casing to overcome hydrostatic pressure. Extract the casing at a slow uniform rate with pull in line with the center of the caisson.

524.3.04 Protection of Existing Structures

Monitor structures for settlement that are within a distance of ten shaft diameters or the estimated shaft depth, whichever is greater, in a manner approved by the Engineer. Record elevations to an accuracy of 0.01 foot (3 mm). Record elevations before construction begins, during the driving of any required casings, during excavation or blasting, or as directed by the Engineer.

Document thoroughly the condition of the structures with descriptions and photographs made both before and after drilled caissons are constructed. Document all existing cracks, and provide copies of all documentation to the Engineer.

At any time settlement of 0.05 foot (15 mm) or damage to the structure is detected, immediately stop the source of vibrations, backfill any open drilled shaft excavations and contact the Engineer for instructions.

524.3.05 Excavation

Drill and excavate all caissons through whatever substances and to the elevations required. Excavate near the tip elevation in the presence of the Engineer. The Engineer may adjust the tip elevations depending on the quality of the bearing material found. Embed the caisson tips 7 feet (2.1 meters) into and on top of sound rock in accordance with Plan requirements and as determined by the Engineer. Sound rock is indicated by material that cannot be drilled with a conventional earth auger, and requires the use of special rock augers, core barrels, air tools, blasting and/or other methods of excavation. Sound rock is defined as material on which the rock auger penetration is equal to or less than 2 inches (51 mm) per five minutes of drilling with the auger subjected to a torque of 600,000 inch-pounds (67.8 kN-m) with a down thrust of 37,000 pounds (165 kN). There will be no additional compensation for removal of rock.

The caissons on this project will not be dewatered for a down-hole inspection, the contractor will provide for inspection below the caisson tip elevation by use of an air track drill or other acceptable alternative methods as determined by the Engineer. A 6-foot test boring below the caisson tip elevation as outlined in Specification 211.3.05.C. "Boring of Foundations and Seals" will be required using the accepted method. Additional test borings may be required as determined by the Engineer. The above is incidental to the work and will not be measured separately for payment. The Engineer will make a determination of the soundness and consistency of the rock and may adjust the tips of the caissons based on this information. Remove sediment and debris from the bottom of the

caissons. Do not place the reinforcing steel or concrete until the Engineer has approved the bottom of each caisson.

Where drilled caissons are located in other than open water areas, use casings or other methods approved by the Engineer to stabilize the excavation and control the hole size. When casing is not specifically required on the plans, fill in any over-excavations with Class AA concrete at no additional cost to the Department. Dispose of excess concrete, grout, displaced water and materials removed from the caisson excavation in areas approved by the Engineer, and in accordance with any Federal, State, or local code or ordinance. Verify the accuracy and existence of all applicable codes, ordinances or other regulations prior to disposing materials.

524.3.06 Reinforcing Steel

Assemble a cage of reinforcing steel and place it as a unit immediately prior to concrete placement. Assemble the cage so that the clearance between the cage and side of the caisson will be at least 5 inches (127 mm), and the clearance between the cage and bottom of the caisson will be 3 inches (76 mm).

If the caisson is lengthened, extend all reinforcement to within 3 inches (76 mm) of the bottom. If a splice is required, place it in the lower one-third of the caisson, or as shown on the Plans. Tie hoops or spirals to the caisson and column steel (vertical bars) at 100% of the junctions with double wire figure-eight ties. Do not weld the reinforcing steel. Support the cage from the top in a concentric manner to minimize its slumping downward during concrete placement and/or extracting the casing.

Check the elevation of the top of the steel cage before and after casing extraction. Any upward movement of the steel not exceeding 2 inches (51 mm) or any downward movement thereof not exceeding 6 inches (152 mm) will be acceptable. Any upward movement of the concrete or displacement of the steel beyond the above limits will be cause for rejection. Tie and support the reinforcing steel in the caisson so that the reinforcing steel will remain within allowable tolerances. In uncased caissons, use only heavy-duty plastic rollers (wheels). In cased caissons, use heavy-duty non-corrosive plastic rollers (wheels) or steel chairs. Place rollers at maximum intervals of 8 feet (2.4 meters) along the cage to ensure concentric spacing for the entire cage length. Use one roller for each one foot (305 mm) of diameter of the cage, with a minimum of four rollers at each interval. Do not use concrete spacer blocks. Use rollers that are constructed of a material approved by the Engineer and that have sufficient bearing surface to provide lateral support to the reinforcing cage.

Use rollers of adequate dimension to provide the annular spacing between the outside of the reinforcing cage and the side of the excavated hole or casing as shown on the Plans. If an oversize casing is used, use rollers that will provide concentric spacing. Use pre-cast concrete or heavy-duty plastic bottom supports (feet/boots) to provide a spacing of 3 inches (76 mm) between the cage and caisson bottom.

524.3.07 Concrete

Mix and place all concrete in accordance with Section 500 of the Specifications where applicable or in accordance with Special Provision 500 – Concrete Structures (Mass Concrete) if shaft diameters are greater than 6 feet (1.83 meters), and the requirements herein stated.

Place concrete as soon as possible after all excavation is completed and reinforcing placed and supported. Place concrete continuously in the caisson to the top elevation of the caisson. The

Engineer may allow free falling of concrete to a maximum of 60 feet (18.3 meters), if satisfactory methods are demonstrated.

If ground water is encountered and the hole can not be pumped dry, or if the Engineer does not approve free fall of concrete, place concrete using a gravity feed watertight tremie. Use a tremie pipe of at least 8 inches (203 mm) in diameter with a concrete hopper at the top. The Engineer may allow concrete to be placed by pumping through a supply line if satisfactory methods are demonstrated. If this method is allowed, use pump supply lines with watertight couplings. Seal the end of the pump line with a foam plug or other device approved by the Engineer to prevent concrete within the tremie or pump supply line from mixing with fluid in the excavation.

If a tremie is used, place it on the bottom of the excavation at the beginning of concrete placement, and keep it there until the tremie pipe and hopper are filled with concrete. Then raise the tremie only enough to induce concrete flow and do not lift the tremie further until the discharge end is immersed at least 10 feet (3.1 meters) into the deposited concrete. If concrete placement by pumping is used, secure the supply line in place so that the discharge end will not lift off the bottom of the excavation more than 6 inches (152 mm) until at least 10 feet (3.1 meters) of concrete has been placed. Embed the discharge end of the tremie or pump supply line a minimum of 10 feet (3.1 meters) in the concrete throughout the remainder of the concrete pour.

Complete the placement of all concrete in the caisson in two hours. Adjusted the retarder or water reducing agent as approved by the Engineer for the conditions encountered on the job so the concrete remains in a workable plastic state throughout the pour.

Prepare and cure the top surface of the construction joint in accordance with the requirements of Section 500. Locate construction joints as indicated on the Plans.

Do not place concrete under water in the caisson excavation without the permission of the Engineer. When permission is granted, place the concrete in accordance with the requirements of Section 500. Provide a sump to channel displaced water away from the caisson. Contain all displaced water to prevent water from entering into any body of water.

During the twenty-four hour period immediately following the completion of the placement of concrete in the caisson, do not install or extract casing within 50 feet (15.2 meters) of the completed caisson, and do not excavate any caissons within 15 feet (4.6 meters) of the completed caisson. If the Engineer determines that any construction adversely affects the recently constructed caisson, cease such activities immediately.

Protect any portion of drilled caissons exposed to a body of water from the action of water by leaving the forms in place for a minimum of seven days after pouring the concrete. Remove the forms prior to 7 days only if the concrete strength has reached 3000 psi (20.7 Mpa) or greater as tested by cylinder breaks.

524.3.08 Inspection and Safety

1. Check the dimensions and alignment of the caisson excavation under the observation of the Engineer.
2. Provide, use and maintain in good working order the following safety devices for the purpose of entering the caisson excavation for cleaning work:
 - a. A safety harness attached to a separate safety line.

- b. OSHA-approved personnel lifting devices. Do not suspend any crane weights, blocks or other heavy weights above the head of any person entering the caisson excavation.
- c. Approved gas-testing equipment that tests for both oxygen level and percent explosion level. Provide and use an approved blower for fresh air if the testing equipment indicates the need.
- d. Casing of adequate thickness, size and depth to safely support the excavation.
- e. Non-electric pump(s) to adequately remove water from the excavation.

In addition, prior to entering the excavation, remove all loose and unnecessary objects from around the top of the caisson. Secure any caissons that will not be immediately poured after inspection and approval to prevent persons or objects from falling into the excavation.

524.3.09 Tolerances

Adhere to the following construction tolerances for drilled caissons:

1. Construct the drilled caisson to within 3 inches (76 mm) of the plan position plane, at the top-of-caisson elevation. Adhere to a vertical alignment tolerance of ¼-inch per 12 inches (6 mm per 305 mm) of depth.
2. Place reinforcement in accordance with the requirements of Section 524.3.06 and Section 511 of the Standard Specifications. Tie column steel (vertical bars) to hoops and spirals at 100% of the junctions with double wire figure-eight ties.
3. Place vertical caisson reinforcing bars, including bars extending into columns or footings to within ½-inch (13 mm) of plan location. Place hoops or spirals to within 1 inch (25 mm) of their specified location. Adhere to a side form clearance of within ¼-inch (6 mm) of plan requirements.
4. Place the construction joint of the top of caissons used as caisson/column intermediate bents to within a tolerance of plus or minus 3 inches (76 mm) of the plan elevation.

524.4 Acceptability

In the event that significant voids are suspected in the concrete that were created during placement, verify the integrity of the caisson using a method that has been approved by the Engineer. If the caisson in question is found to be structurally deficient or out of tolerance in any way, the caisson will not be accepted unless corrective measures as approved by the Engineer are accomplished. Furnish additional materials and work necessary to effect corrections at no cost to the Department and with no increase in contract time.

524.5 Measurement

1. **Drilled Caisson:** The length of accepted caisson foundation is measured in linear feet (meters) of caisson in place in the completed work. The length is measured from the final approved

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION
P.I. NO.: PI 0016629
LUMPKIN COUNTY**

Section 534—Pedestrian Overpass Bridge

Add the following:

534.1 General Description

This Specification covers the design, materials, fabrication, transportation, erection, measurement, and payment for a Pedestrian Bridge complete in place.

534.1.01 Definitions

The Pedestrian Overpass Bridge is that portion of the bridge above the top of the cap, excluding cheek walls, and consists of a simply supported, open top, steel through-truss span that is compatible with the bridge substructure. The Pedestrian Bridge includes, but is not limited to, anchor bolts, bearing assemblies, concrete walkways, and pedestrian and bicycle railing.

534.1.02 Related References

A. Standard Specifications

Section 105—Control of Work
Section 106—Control of Materials
Section 500—Concrete Structures
Section 501—Steel Structures
Section 511—Reinforcement Steel
Section 535—Painting Structures

B. Referenced Documents

AASHTO LRFD Bridge Design Specifications, 9th Edition - 2020, unless otherwise shown in the plans.
AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges, 2009 Edition, unless otherwise shown in the plans.
American Institute of Steel Construction (AISC), Manual of Steel Construction, 13th Edition.

534.1.03 Submittals

A. Plans

Submit plans, calculations, and specifications to the Engineer for approval prior to beginning fabrication and construction. Sign and seal plans, calculations, and specifications by a registered professional engineer currently licensed to practice in the State of Georgia.

Section 534 – Pedestrian Overpass Bridge

3. Paint anchor bolts, bearing assemblies and all steel members within 3'-0" from bearing assemblies in accordance with Section 535 of the Specifications. Paint to match color of steel pedestrian bridge.

534.4.05 Quality Acceptance

Shop Inspection:

Give two weeks' notice to the Department's State Materials Engineer before beginning mill or shop work so that inspection arrangements can be made. Inspection at the mill or shop is intended to facilitate work and avoid errors and does not relieve the Contractor of the responsibility for imperfect material or work quality.

Do not roll or fabricate material until:

- The State Materials Engineer has been informed where the orders have been placed.
- The inspection is arranged or waived.

Furnish the facilities necessary for the inspection of materials and work quality in the mill and shop. Allow Inspectors free access to the necessary mill and shop locations, and cooperate with the Inspector during inspection.

Shop inspection is required for steel and other metal materials being fabricated.

Inspectors will do the following:

- a. Determine if steel members, member components, or other fabricated steel components meet the Plans and Specifications and Standard Operating Procedures.
- b. Identify the steel by color code and correlate its heat numbers obtained from certified mill test reports.

NOTE: Do not cut steel or apply prime paint until the Inspector completes this step.

- c. Check fabrication, especially the grade of steel, dimensions, welding, and bolting.
- d. Perform necessary non-destructive testing to determine conformance with the Specifications and Plans.
- e. Reject materials or work that does not meet the Specifications.

NOTE: Even if the Inspector accepts materials or members, they can be rejected later if found defective. Promptly replace or repair rejected materials or members at no additional cost to the Department.

534.4.06 Quality Assurance

Furnish a warranty against defects in material and workmanship for a period of ten (10) years from the manufacturer.

534.4.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

534.5 Measurement

This work will be measured for payment on a Lump Sum basis, complete and accepted in place.

534.5.01 Limits

General Provisions 101 through 150.

534.6 Payment

This work will be paid for at the Contract Price per pedestrian overpass bridge complete in place. Payment includes all material (structural steel, high strength bolts, composite steel deck forms, concrete, bearing assemblies, anchor bolts, and lights), labor, and equipment necessary to complete the work.

Payment will be made under:

Item No. 534	Pedestrian Overpass Bridge, Sta --	Lump Sum
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534.6.01 Adjustments

General Provisions 101 through 150.

March 6, 2024

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 716—Erosion Control Mats (Slopes)

716.1 General Description

This work includes furnishing and placing erosion control mats (blankets) made of fiberglass, excelsior, jute mesh, synthetic, or coconut over grass areas prepared according to Section 700 for permanent grass. Place according to the plans or as directed by the Engineer. This specification is not applicable for waterways.

716.1.01 Definitions

General Provisions 101 through 150.

716.1.02 Related References

A. Standard Specifications

Section 712—Fiberglass Blanket

Section 713—Organic and Synthetic Material Fiber Blanket

Section 714—Jute Mesh Erosion Control

B. Referenced Documents

General Provisions 101 through 150.

716.1.03 Submittals

General Provisions 101 through 150.

716.2 Materials

General Provisions 101 through 150.

716.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

716.3 Construction Requirements

716.3.01 Personnel

General Provisions 101 through 150.

716.3.02 Equipment

General Provisions 101 through 150.

716.3.03 Preparation

General Provisions 101 through 150.

ADDENDUM 1

Morrison Moore Pedestrian Bridge Construction PI 0016629 Pre-Bid Construction Notes 11/18/24 10am

Introduction:

Lindsay Shiffman, WSP
Mark Buchanan, City of Dahlonega
Brittany Lee, City of Dahlonega
Yoseph Gebremariam, Structures Engineer of Record, WSP
Muhammad Humayon, Roadway Engineer of Record, WSP
Scott Kurz, Drainage/Erosion Control Engineer of Record, WSP

Project Identification

Review Bidding Schedule

Instructions to Bidders

Project Provisions and Additional Project Provisions: Davis Bacon Wage Rates were recently updated in September of 2024 (previous version Jan 2024)

Project Special Provisions: Some additional things if contractors are not used to working on projects with Federal funds. Included in Bid Docs.

Questions:

Are there any Geotech reports to provide?

The BFI report has been posted to GPR and is available by request from the City of Dahlonega.

Do you have to be a GA pre-qualified contractor for this project?

Yes. Additionally, the prime does not have to be pre-qualified for all categories if they have a sub that is pre-qualified in the category that the prime is not.

Must the 8% DBE goal be met and do sub-contractors contribute to this? Is 8% a requirement?

The DBE goal is not a required quota. If the prime contractor is a certified DBE firm then the contractor can self-perform efforts to achieve the goal or use subcontractors. If the prime contractor is not a DBE firm, then they contract with DBE firms to achieve the goal. If the bid results do not show achievement of the goal, then the bidder is to submit documentation of good faith efforts to achieve the goal. The GDOT DBE Program Criteria for Acceptance is included in the bid document and provides further information if needed.

How are we going to address the power lines over the first caisson?

The city in conjunction with the contractor will work with Southern Company to have the line deenergized during the appropriate part of construction.

Any discussion on staging at the parking lot boat ramp?

Some of the area, but not all the area. We need to keep the boat ramp open and bathrooms open.

Expected NTP date?

City Council will approve in Mid-Late December. Once the City of Dahlonega has approved the award process, GDOT will need to provide their concurrence before an NTP can be issued. This timeline is fluid, however the target date for City Council's approval is on or around 12/16/2024.

Who is doing material testing?

GDOT

Are there to be silt booms in place across the opening there under the existing bridge and block all that off?

They are in the plans. If the entire channel needs to be closed for a period of time, that is okay.

Is there a possibility of short-term use of the vehicular bridge to use a concrete truck to pour a caisson?

Yes, and there is lane closures included in the special provisions.

Will you allow a barge?

Yes. There is a plan for a barge and launch location if needed.

Is the existing bridge able to hold a loaded crane?

This should be confirmed by GDOT prior to mobilizing.

Is the reservoir elevation change often?

No, the level of the reservoir is steady.

Since the reservoir is drinking water, are there any concerns with environmental problems with pouring the caissons?

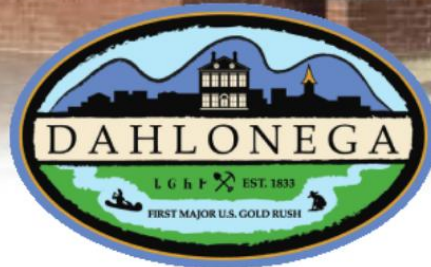
During installation, contractors shall take care to ensure wet concrete is poured within containment devices installed in the reservoir from beneath the floor to above the water's surface. Minimal release into the reservoir is expected. If unusually large amounts are released into the water, the pour shall be immediately stopped, and City staff shall be immediately notified. If necessary, containment devices may be removed following concrete curing.

What is the estimated Budget?

This is available on the GeoPI website.



Photo by: GA Dept. of Natural Resources



DAHLONEGA

Revitalization Plan

Prepared for:
City of Dahlonega
April 2025

Prepared by:



KB | ADVISORY GROUP

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Executive Summary

A community revitalization plan is a strategic initiative designed to enhance the long-term sustainability, livability, and economic vitality of a community. By addressing critical infrastructure improvements, housing affordability, and economic growth, such a plan ensures that the community can **thrive while preserving its unique character**.

As Dahlongega continues to grow, key infrastructure improvements are necessary to support sustainable development. Roadways, particularly Morrison Moore Parkway, face **increasing traffic demands** and safety concerns. Event parking demand presents ongoing challenges for residents, visitors, and businesses. Additionally, high costs associated with sewer tap installations create barriers to development, further exacerbating affordability concerns. Between 2013 and 2016, instances of heavy monthly rainfall occasionally overwhelmed the wastewater system's capacity, underscoring the need for **continued sewer infrastructure upgrades** to accommodate future expansion.

The **share of cost-burdened renters**—those who spend more than a third of their income on housing—has **risen dramatically from 25% in 2017 to 85% in 2023**. With renters making up a significant portion of the target area, many households are increasingly vulnerable to rising housing costs, making affordable housing solutions a critical priority.

On February 27, 2025, a community meeting was held to engage and inform the public, providing citizens with an opportunity to voice their concerns on various issues. Feedback from the community highlighted several key concerns, including:

- Housing affordability and divided opinions on multifamily housing development
- Workforce retention and economic diversification
- Traffic congestion and inadequate infrastructure
- Balancing growth with historical and cultural preservation
- The need for additional community spaces and cultural opportunities

This revitalization plan aims to address these concerns through strategic investments, policy updates, and community collaboration. By taking proactive measures, we can ensure that our community remains a vibrant, accessible, and sustainable place for all residents and businesses.

Recommendations

Balance Growth with Preservation

Promote sustainable development strategies that support growth while preserving Dahlongega's historic charm and character, including collaboration with UNG to responsibly accommodate university expansion.

Diversify the Economy

Attract year-round businesses and professional industries to reduce economic dependency on tourism, supporting local entrepreneurship and business diversity.

Prioritize Infrastructure Investments

Upgrade water, sewer, stormwater, and waste management systems to sustain growth, mitigate flooding, and minimize road damage; further collaborate with GDOT to enhance transportation safety and reduce congestion.

Enhance Affordability and Workforce Housing

Implement housing strategies that ensure affordability for local employees and young professionals, balancing short-term rental needs with the demand for diverse, long-term housing solutions.

Improve Mobility and Accessibility

Expand pedestrian and bicycle infrastructure, optimize downtown parking, and develop alternative transportation options to reduce congestion, increase walkability, and enhance public spaces.



Background & Purpose

Introduction

As a historic gem in North Georgia, Dahlonega has long been recognized for its vibrant downtown, strong tourism industry, deep connections to Georgia's gold rush history, and home to the University of North Georgia. However, like many small communities, the city faces challenges related to aging infrastructure, housing affordability, and economic diversification. This CRP seeks to address these issues through targeted investments in infrastructure, business development, historic preservation, and community engagement.

A tool to leverage local, state, and federal resources, the Dahlonega CRP aims to create a thriving, resilient community where businesses flourish, residents enjoy a high quality of life, and the city's historic and natural assets are protected for future generations.

Through collaboration with stakeholders—including local government, businesses, and community members—this plan will serve as a roadmap for sustainable revitalization and long-term prosperity.

Dahlonega Vision Statement:

“To be an open, honest, and responsive city, balancing preservation and growth, and delivering quality services fairly and equitably by being good stewards of Dahlonega’s resources.”

What is a Community Revitalization Plan?

A **Community Revitalization Plan (CRP)** in Georgia is designed to guide the redevelopment and improvement of distressed or underdeveloped areas. It serves as a strategic framework for economic growth, infrastructure improvements, housing development, and social services enhancement within a specific community.

Key Purposes of a CRP in Georgia:

- **Economic Development:** Encourages investment in local businesses, job creation, and commercial revitalization.
- **Affordable Housing:** Addresses housing needs by improving existing homes, promoting new development, and ensuring affordability.
- **Infrastructure Improvement:** Enhances transportation, utilities, parks, and public spaces.
- **Historic Preservation:** Protects and restores significant cultural and historic sites.
- **Public Safety & Quality of Life:** Reduces crime, promotes community engagement, and improves public health.
- **Funding & Grants:** Positions the community to apply for state and federal funding, including grants from the Georgia Department of Community Affairs (DCA) and federal programs like the Community Development Block Grant (CDBG).

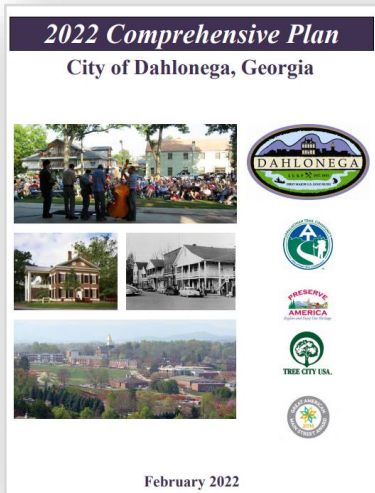
CRPs often bolster a city's ability to be competitive within programs such as **Low-Income Housing Tax Credits (LIHTC)** and the **Georgia Initiative for Community Housing (GICH)**.



Background & Purpose

Previous Work

The foundation of this Community Revitalization Plan, including its background, goals, and recommendations, is rooted in and expands upon previous planning efforts by KB Advisory Group, the City of Dahlonega, Lumpkin County, and the Georgia Department of Transportation. Primary plans include the Dahlonega City Comprehensive Plan, the Dahlonega Downtown Master Plan, the Yahoola Creek Reservoir Master Plan, and the Dahlonega Housing Needs Assessment.

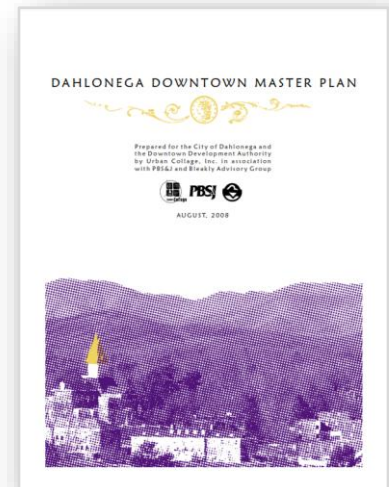


Dahlonega City Comprehensive Plan (2022)

The purpose of the City of Dahlonega Comprehensive Plan was to provide a roadmap for the city's future development, created through a public and stakeholder driven process. Key needs, opportunities, and necessary actions to sustain growth and maintain Dahlonega's character were identified. Additionally, the plan aligns with Georgia's planning standards and serves to maintain the city's Qualified Local Government (QLG) status.

Dahlonega Downtown Master Plan

Though the Public Square remains as a tourist destination with tremendous appeal, the city recognized the need to strive for sustainability and future vitality. Dahlonega's Downtown Master Plan was designed to provide a strategic vision to balance economic growth, historic preservation, and the needs of the community. The plan outlines key development opportunities, improvements, and infrastructure enhancements to shape and ensure a bustling year-round destination.



Sidewalk Master Plan

The Sidewalk Master Plan aims to improve pedestrian accessibility and safety throughout Dahlonega. According to the plan, sidewalks are required for all developments within a mile from an existing or proposed school, park, or community center, and should also be provided along public streets for various types of development. The plan identifies areas with sufficient sidewalk coverage and those with limited access, prioritizing construction through an eight-phase approach based on the area and priority.

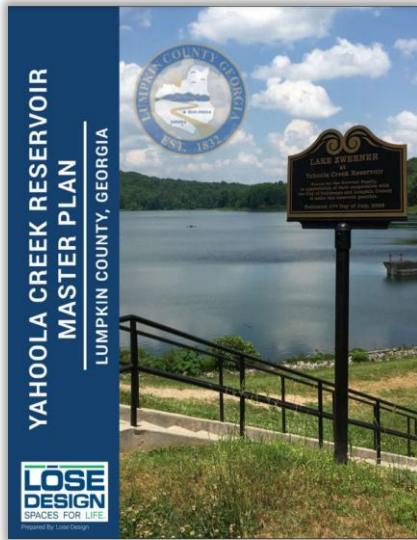
Source: City of Dahlonega

- Page 295 -



Background & Purpose

Previous Work



Yahoola Creek Reservoir Master Plan

The Yahoola Creek Reservoir Master Plan was created to provide a strategic vision for the 200-acre property surrounding Lake Zwerner and enhance the quality of services provided to residents. Through an integration of public input, demographic research, and facility assessments, plans were set in place to guide infrastructure improvements. The approach also highlights the community's desire to balance the preservation of natural beauty and character while also expanding accessibility and recreation opportunities to meet evolving community needs.

Dahlonega Housing Needs Assessment

The Citywide Housing Needs Assessment was designed to evaluate the current and future housing market trends to guide policy decisions based on land use and residential development. Through a data driven analysis of various factors including housing supply, demand, and affordability, the study serves as a foundation for long term housing strategies to create a balanced housing market that meets the needs of residents, workers, and students.

Citywide Housing Needs Assessment

Prepared for: City of Dahlonega, Georgia

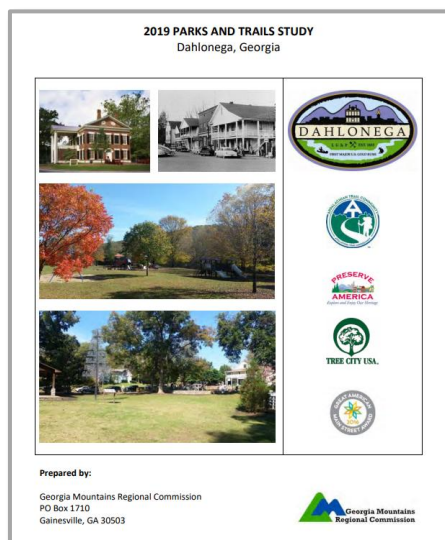


Prepared by: KB Advisory Group



KB ADVISORY GROUP

February, 2023



Parks and Trails Study (2019)

The Parks and Trails Study was designed to find ways to enhance Dahlonega's reputation and appeal by creating a high quality and cost-effective parks and trails system. It was founded on the 2007 Trail and Greenway Study. The study lists the values and benefits of parks, trails, and other recreation infrastructure and lists various specific goals that the community would like to work towards.



Source: City of Dahlonega, Georgia Mountains Regional Commission

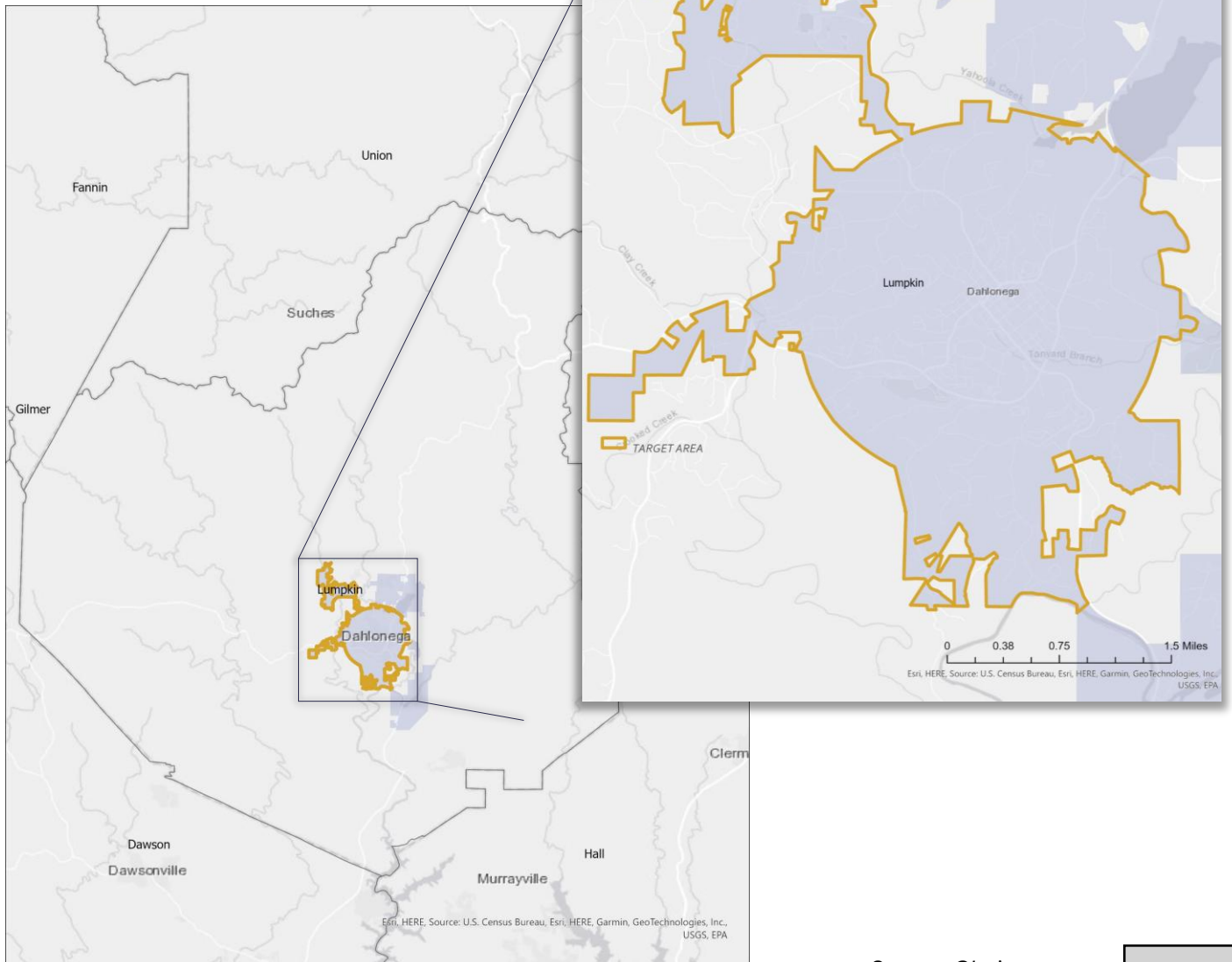
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Background & Purpose

Target Area

A large portion of Dahlonega, Georgia is the Target Area. The Target Area is the defined boundary that this Community Revitalization Plan focuses on for evaluation and recommendations. The City of Dahlonega serves as the primary market area for comparison purposes to the target area. Dahlonega is the county seat of Lumpkin County and home to the University of North Georgia. Lumpkin County is bordered by Hall, Dawson, Fannin, White, and Union Counties. Much of northern Lumpkin County is within the Chattahoochee-Oconee National Forests. On average, a one-way drive from Dahlonega to Atlanta via Highway 19/SR 400 and I-85 takes 1 hour and 15 minutes to complete.

1 hour 15 minutes- The average one-way drive from Dahlonega to Atlanta



Source: Claritas

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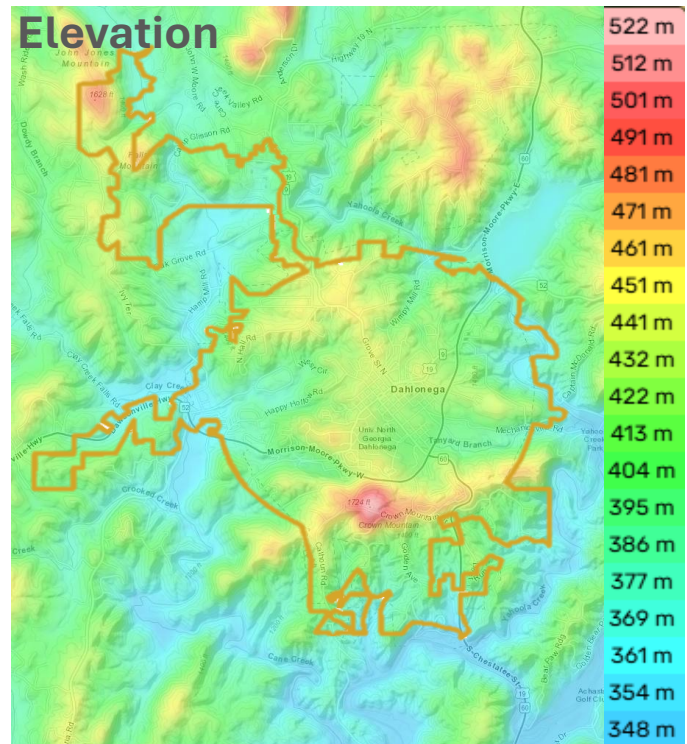


Existing Conditions

Geography & Environment

The City of Dahlonega is characterized by mountainous topography, which is extremely impactful in terms of development and environmental conditions. Coined as the “Heart of the Georgia Mountains”, the city’s rugged terrain presents a mix of challenges and opportunities.

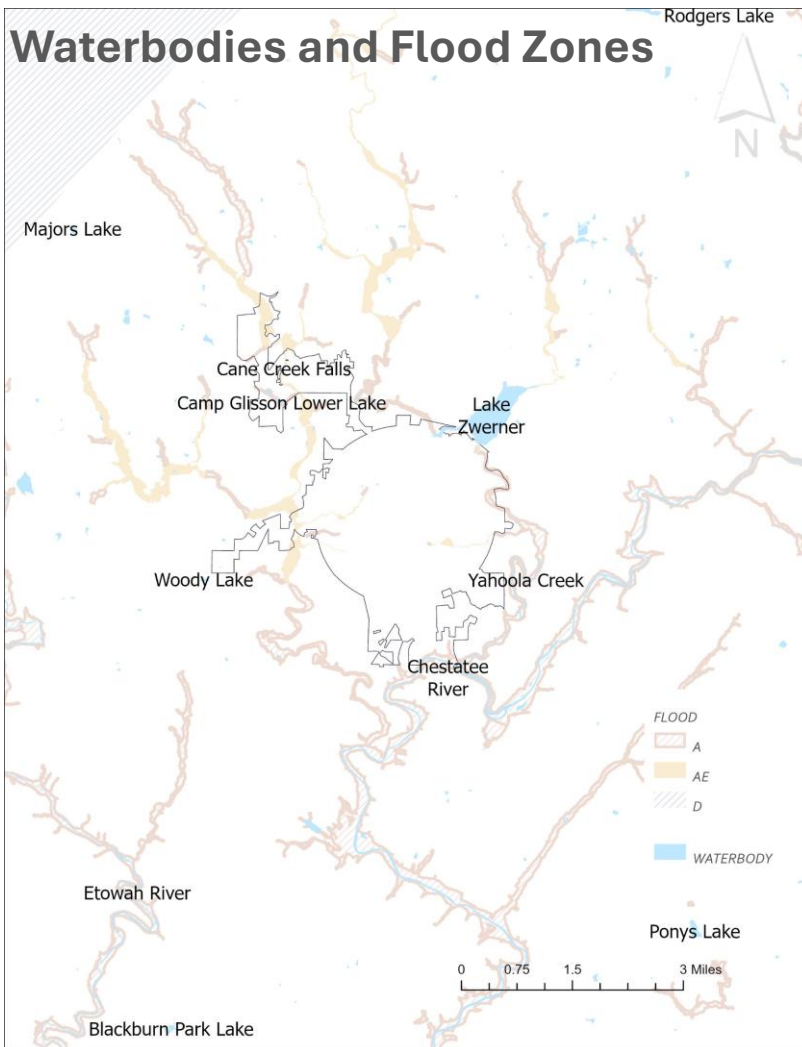
While Dahlonega’s landscape makes certain commercial development difficult due to its limited availability of flat land, most of the surrounding waterbodies lie outside of the Target Area. The majority of the Target area is classified as low flood risk. Areas near bodies of water and at lower elevations, however, are high risk flood areas(Zone A, AE). These area can create obstacles for development and infrastructure. Additional flood insurance is likely needed in these areas.



The Yahoola Creek Reservoir is a critical asset for the community. In addition to being a popular destination for recreation and tourism, such as fishing, hiking, and boating, it serves as a drinking water reservoir for the city.

Regarding water quality challenges, **Dahlonega has five stream segments that are listed as Not Supporting their designated use**, showing that ongoing monitoring and future mitigation is necessary to ensure the water quality doesn’t become so impaired that it harms wildlife or people.

Dahlonega places a strong emphasis on sustainability and environmental conservation. The city is committed to protecting their water quality and preserving the city’s natural beauty. The community’s commitment to balancing conservation with community growth is apparent through the city’s previously adopted plans.



Source: Claritas

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Existing Conditions

Community Resources

Community Services

The Target Area is home to; Dahlonega City Hall – and City Hall Park, the Lumpkin County Community Center, Lumpkin County Courthouse, Lumpkin County Sheriff's Office, Lumpkin County Senior Center, Lumpkin County Library, and the Lumpkin County Health Department – many of which are located near each other – north of Downtown Dahlonega.

Education

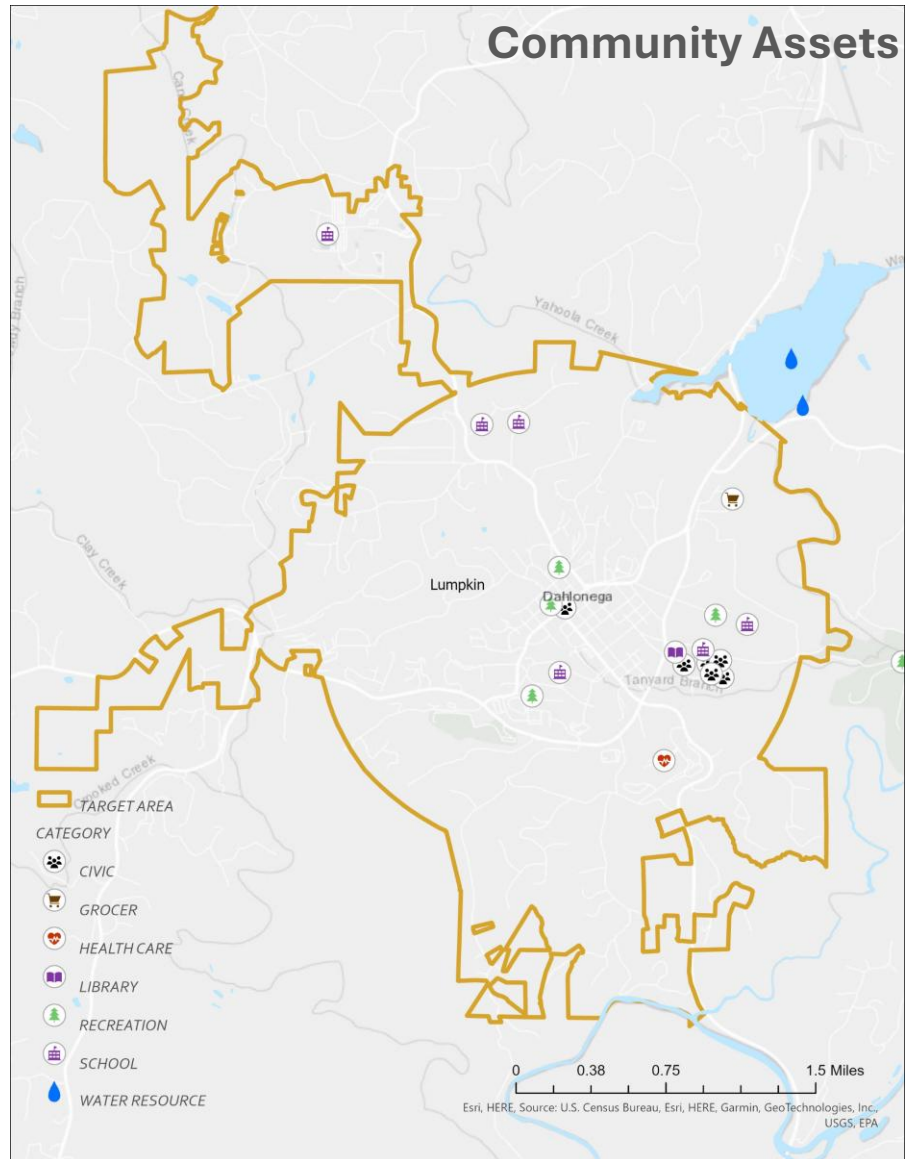
The Target Area has six schools located within its perimeter; Cottrell Elementary School and Lumpkin County HeadStart on the eastside, Lumpkin County Middle School and Mountain Education Charter High School just North of Downtown Dahlonega, and Lumpkin County High School on the northwestern part of Dahlonega. The University of North Georgia, just south of Downtown, is a staple institution as both an educational asset and major employer.

Recreation

Dahlonega enjoys places like Hancock Park, the Conner Memorial Garden near the Public Square, and the Wimpy Mill Picnic Area – to name a few. Lake Zwerner and the Yahoola Creek Reservoir have outdoor recreation opportunities.

Many of these local places have historic and cultural attractions, playgrounds, lending libraries, and events for Dahlonega residents and visitors to enjoy the community together.

Community Assets



The Target Area is home to six schools, including Lumpkin County High School and the University of North Georgia.



Existing Conditions

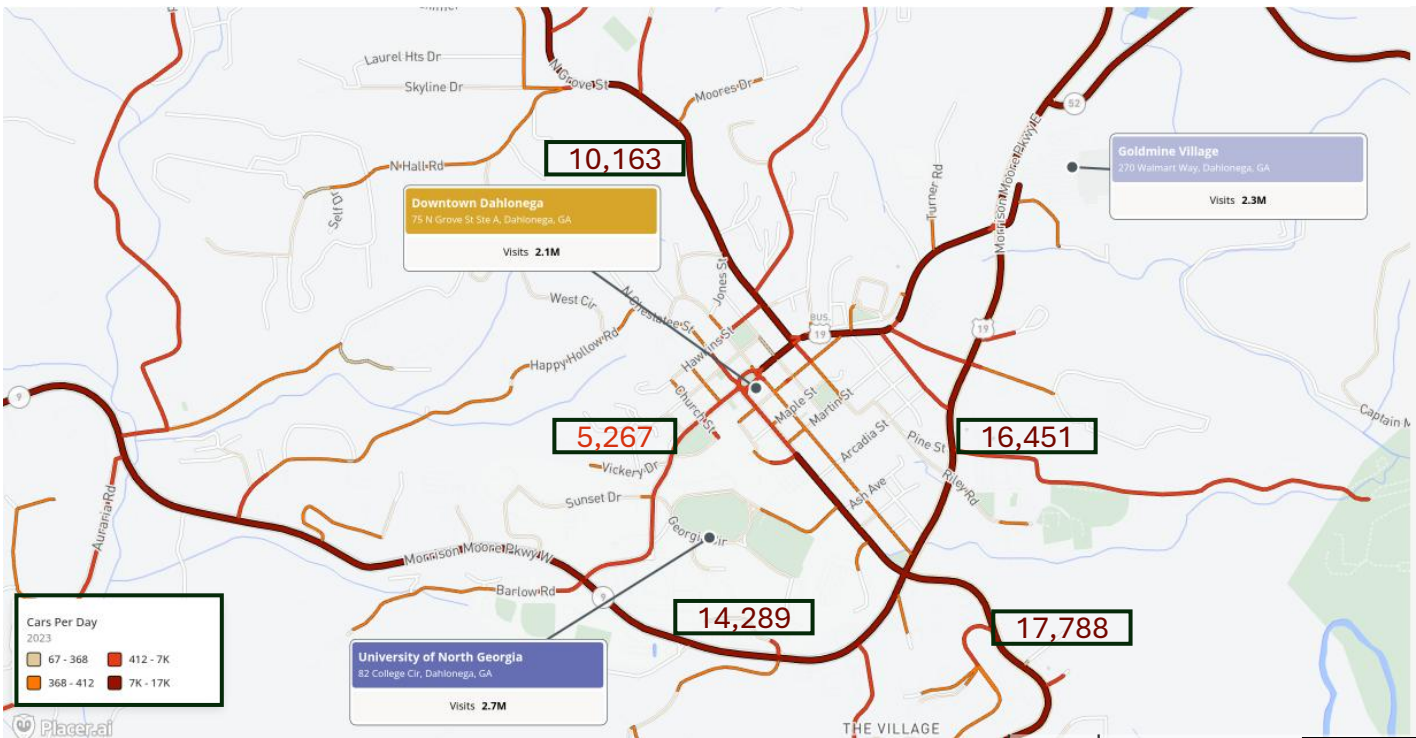
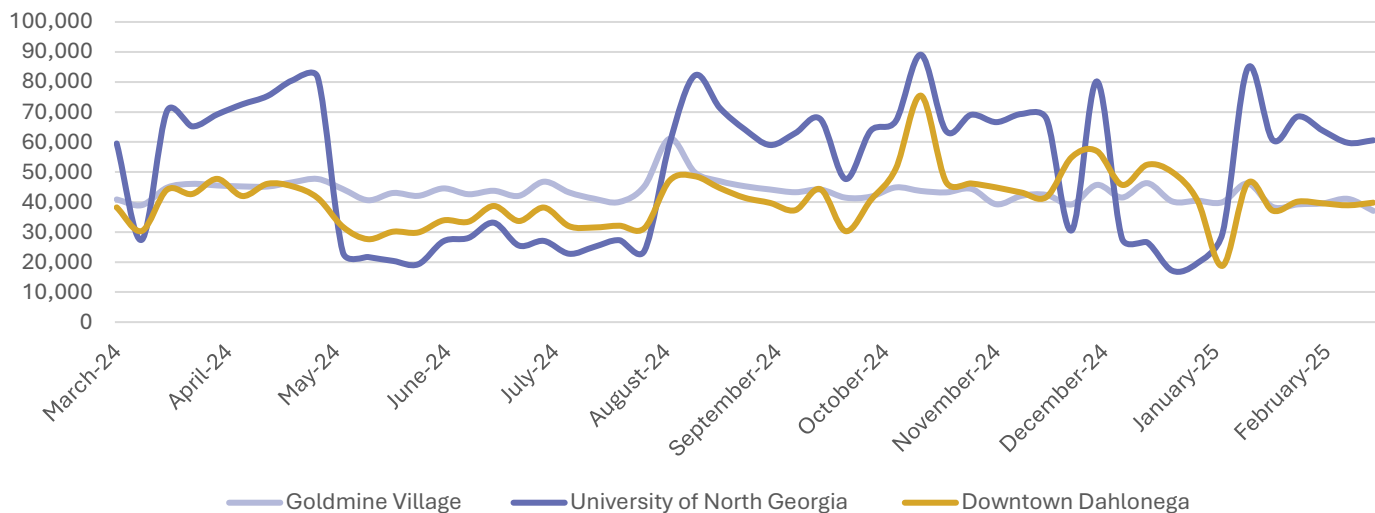
Transportation Infrastructure

Dahlonega is primarily serviced by SR 60, 129, and US 19. All roadways on Morrison Moore Parkway are narrow, two-lane roads that may struggle to accommodate increased traffic demands. Concerns have been raised regarding a lack of capacity, affecting their ability to support future growth.

**2 million+
visits
annually**

Parking in downtown can be limited and contribute to congestion and other challenges, especially during peak tourism season and large events. Major destinations – UNG, Downtown Dahlonega, and Goldmine Village – each see over 2 million visits annually. This visitation, however, is seasonally uneven.

Weekly Visitation by Destination

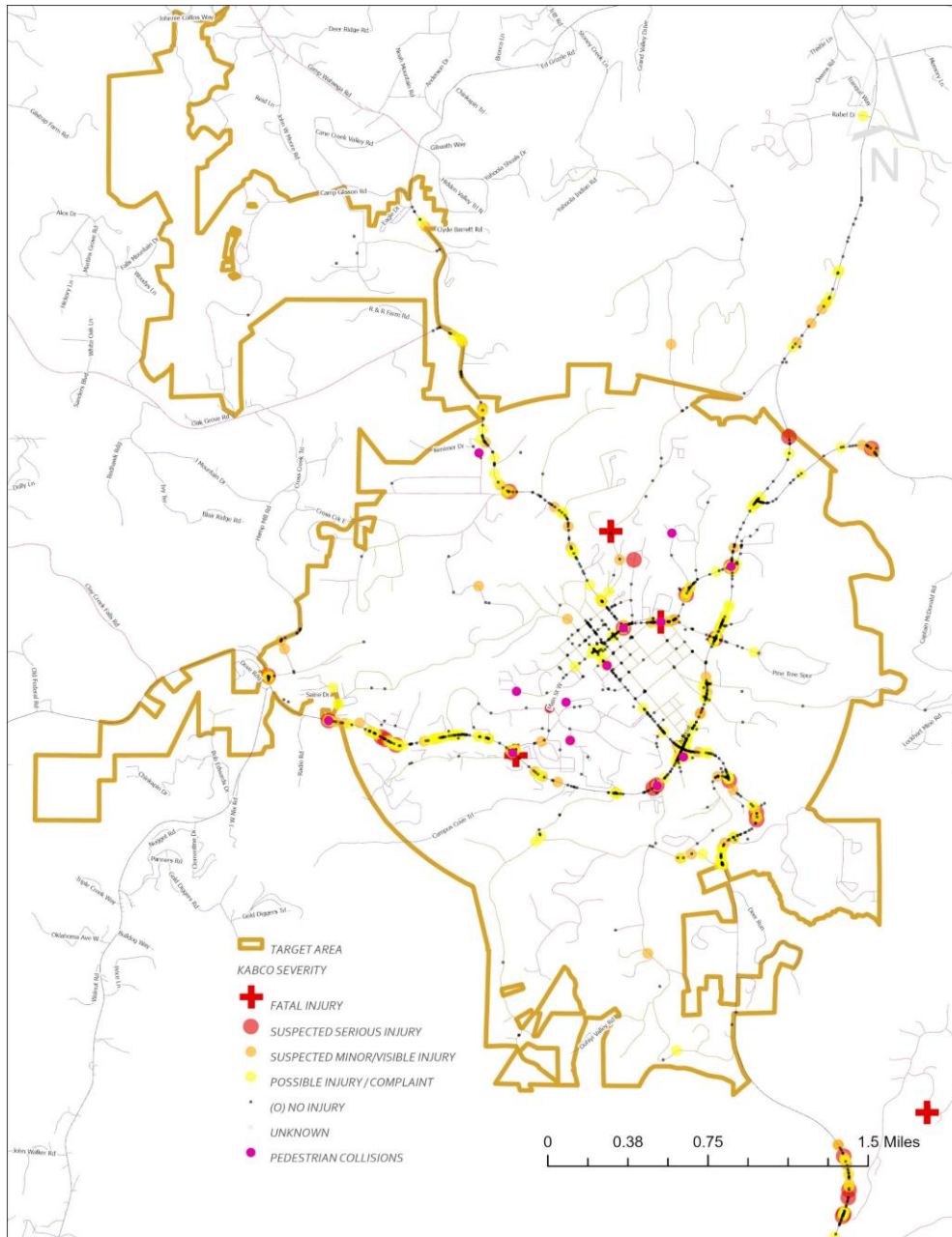


Source: Placer.ai

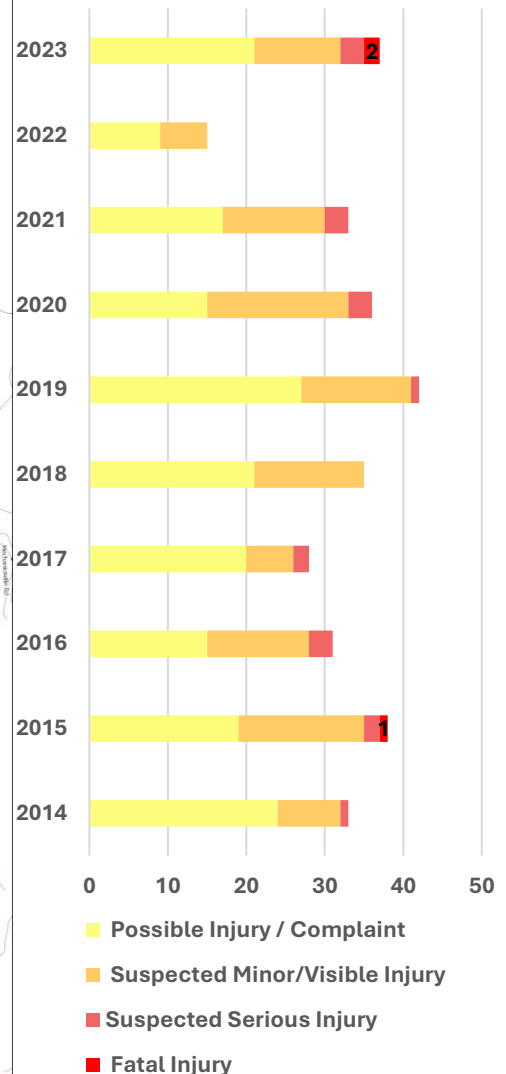


Existing Conditions

Transportation Safety



Vehicular Collisions with Injuries, 2014-2023, Target Area



Considering vehicular collisions within the target area, the majority of incidences occur on the highest trafficked roads - US 19, Morrison Moore Parkway, and within the core of Downtown Dahlonega. On average, there are 177 collisions annually with nearly 20% resulting in injury.

Since 2014, there have been 19 collisions involving pedestrians, one of which resulted in a fatality. The City of Dahlonega is working closely with GDOT to address transportation safety. Safety and the perception of safety are important factors contributing to connectivity between major activity centers, whether on bike, foot, or by car.



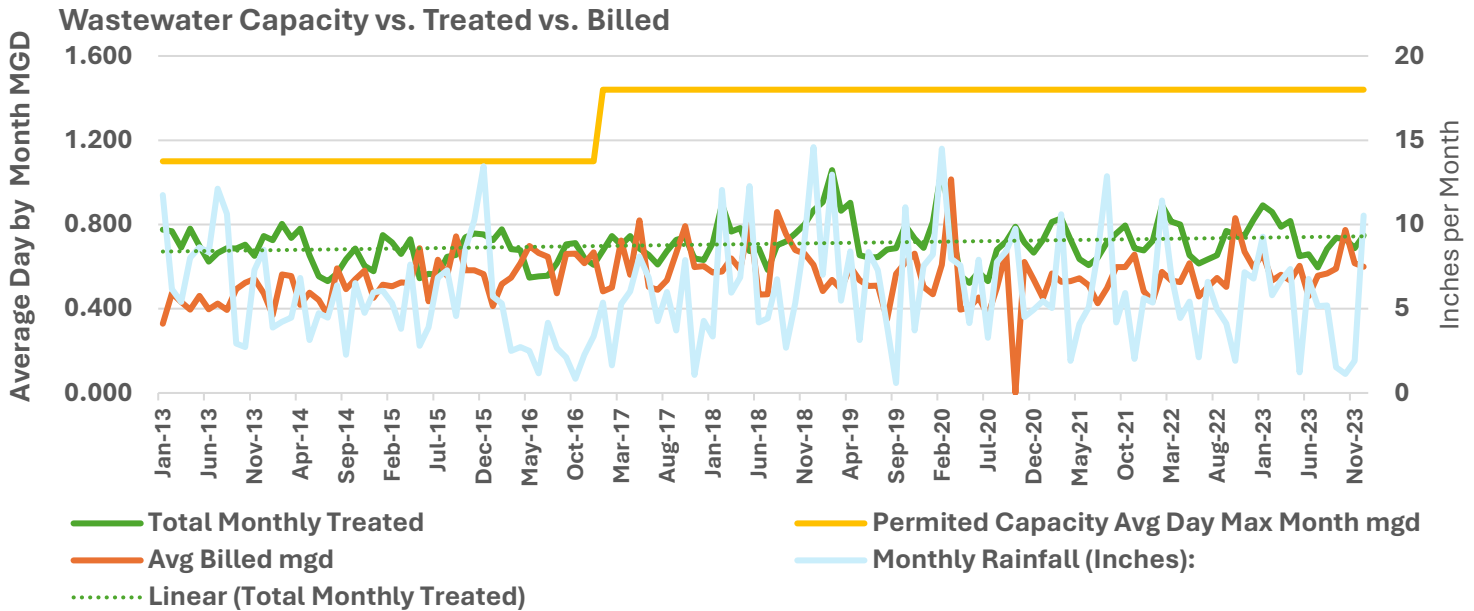
Source: Claritas

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Existing Conditions

Utilities Infrastructure

In addition to serving as a destination for natural sight seeing and tourism, the Yahoola Creek serves Dahlonega as a drinking water reservoir. The City of Dahlonega Water Works (WSID#: GA187000) community drinking water met all quality standards set by the State of Georgia and EPA during 2023; nonetheless, sewer taps are expensive, which is an obstacle for affordable housing development. From 2013 – 2016, there were occasional instances of monthly rainfall exceeding wastewater capacity. In January of 2017, total permitted wastewater capacity increased from 1.1 MGD to 1.4 MGD after expansion. Water capacity has held consistent to 1.4 MGD from 2017 – 2023.



Sidewalks

Dahlonega currently has 54,618 feet of existing sidewalks; walkability and building structures that are close to their street front is necessary to create the ease of activity, and mobility Dahlonega aims for.

Dahlonega's Sidewalk Master Plan outlines 8 Groups of proposed sidewalks; while implementing new sidewalks, Dahlonega could create connections between residential areas and retail areas, as well as pocket parks and trails, to advance connectivity and alleviate congested roads.



Source: City of Dahlonega - Page 302 -

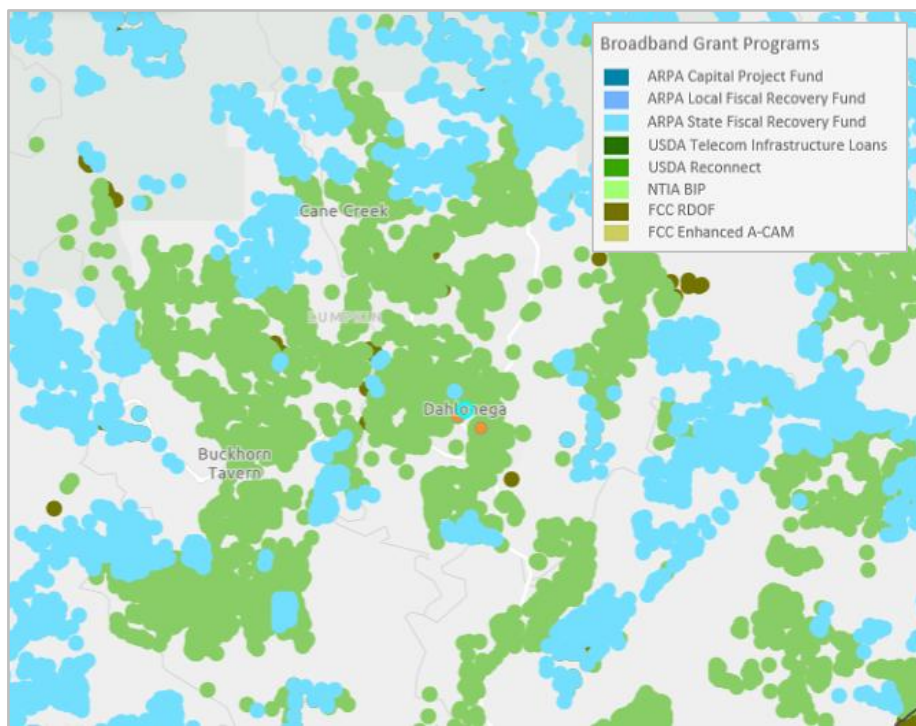


Existing Conditions

| Utilities Infrastructure

Broadband Grant Opportunities

Along with much of Dahlonega having access to broadband connection, there are broadband grant programs that the City of Dahlonega could leverage to increase access if needed.



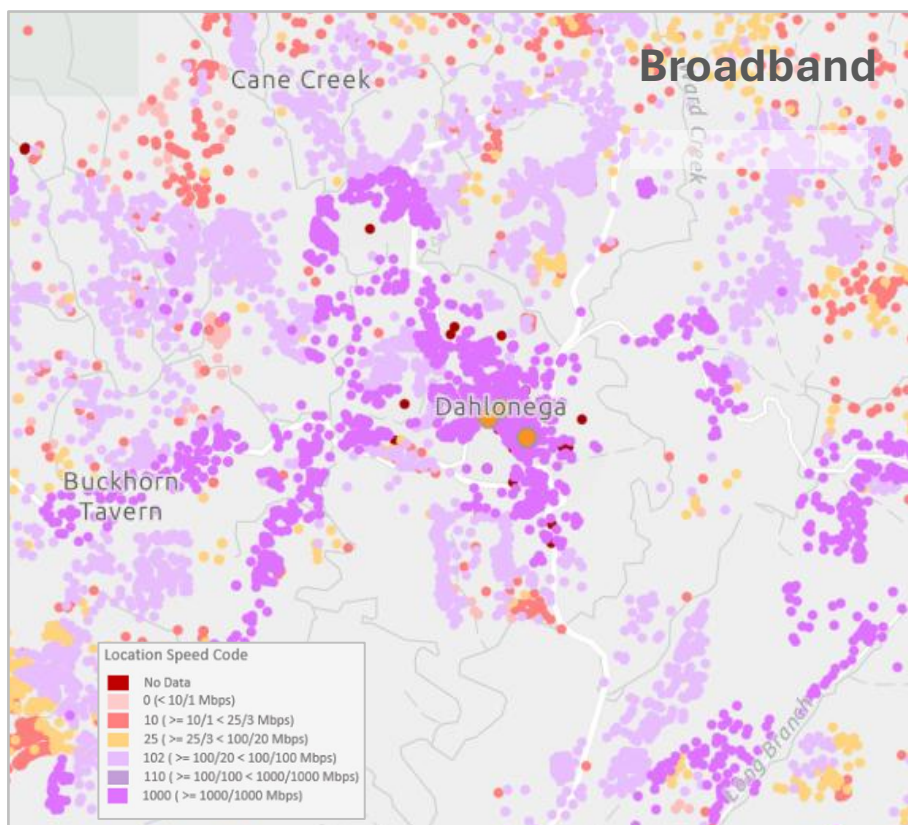
Broadband Usage

Much of Dahlonega currently has broadband access or is 'Broadband Ready'.

Location Speed Code:

Dark Pink (■) shows speeds that are performing at 1,000 megabits per second or greater. Primary internet service providers include North Georgia Network, Windstream, Comcast, and other options for residents.

Generally, the core area of Dahlonega is well served in terms of speed and coverage.

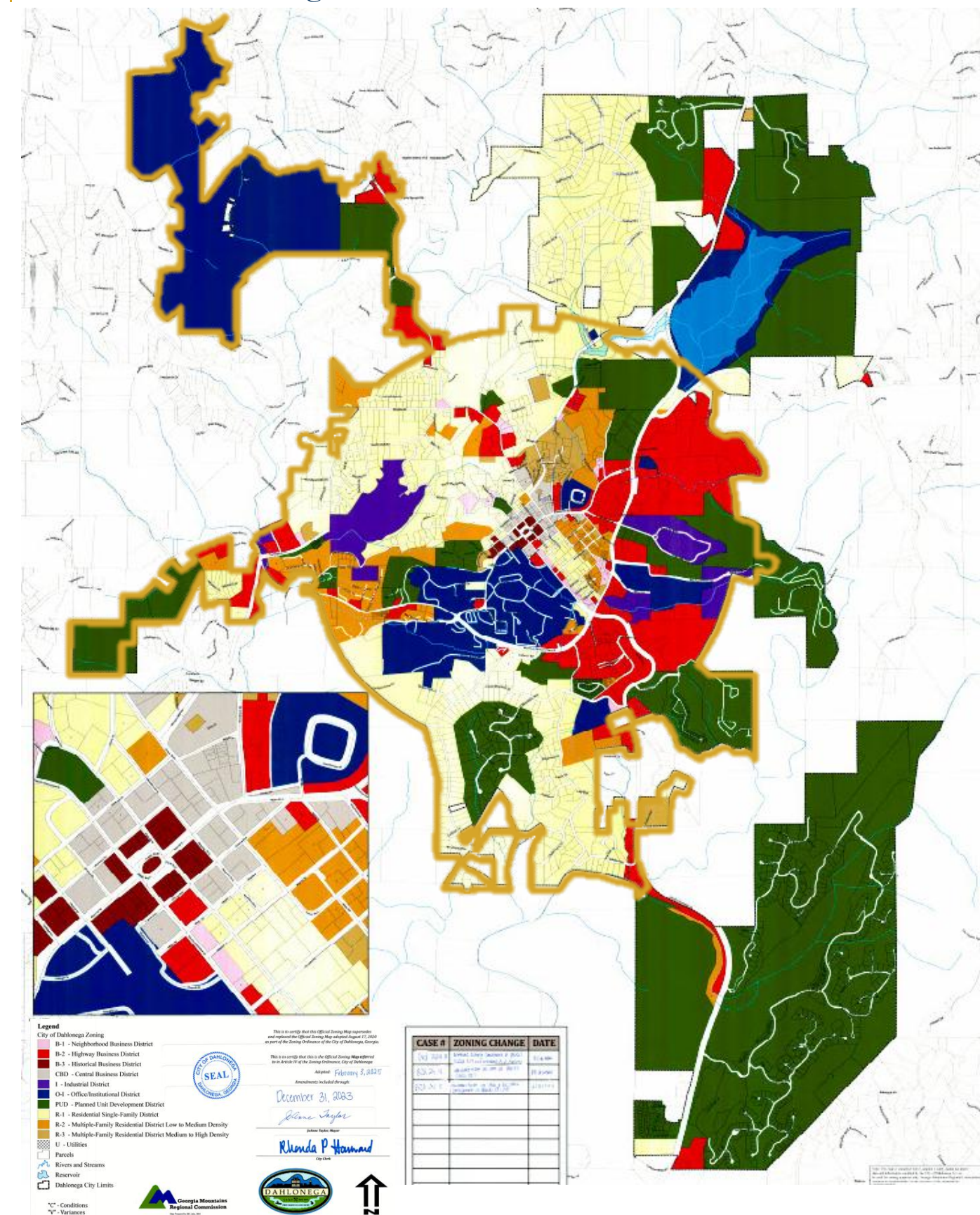


Source: Georgia Technology - Page 303 -



Existing Conditions

Land Use & Zoning



Source: City of Dahlonega - Page 304 -

Existing Conditions

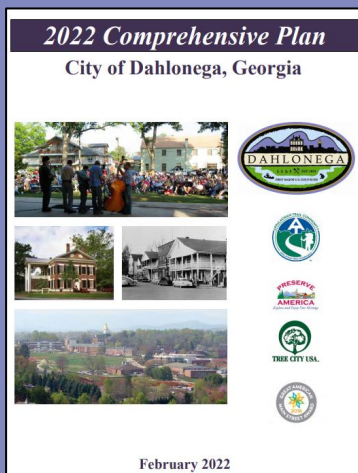
| Land Use & Zoning

The 2022 Comprehensive Plan for Dahlonega identifies several character areas within the Revitalization Area that align with the city's vision of enforcing historically compatible designs.

Key consistencies across these recommended character areas include:

- **Preservation of Historic Character:** Emphasizing the maintenance and enhancement of Dahlonega's unique historical and cultural identity.
- **Promotion of Compatible Architectural Styles:** Ensuring that new developments and renovations harmonize with existing historic structures in terms of scale, materials, and design elements.
- **Encouragement of Mixed-Use Development:** Supporting a blend of residential, commercial, and institutional uses to create vibrant, walkable communities that reflect the city's traditional development patterns.
- **Enhancement of Pedestrian-Friendly Environments:** Improving sidewalks, crosswalks, and public spaces to foster walkability and strengthen the connection between different areas within the city.
- **Implementation of Streetscape Improvements:** Incorporating elements such as street trees, lighting, and signage that are consistent with the historic character, enhancing the aesthetic appeal and functionality of public spaces.

Land Use Designations



Public Square

- Natural/ historic preservation of eligible sites – with physical upgrades to market expectations, and new infill on suitable sites.

Park/ Recreation/ Conservation

- Parks, recreation areas, trails or other accessible lands with minimal impervious surfaces.

Residential

- Preservation of existing structures where possible, or context sensitive infill development. 1-2 story structures oriented close to the street front.

Village Commercial

- Neighborhood-scale commercial, office or institutional use, minimal on-site parking and pedestrian accessibility where possible.

Mixed Use Residential

- Primarily residential but neighborhood commercial uses allowed, 1-2-story structures oriented close to the street front, with on-site parking.

University of North Georgia

- Context sensitive infill development, mixed use structures or variety of campus, residential, commercial and institutional uses.

Gateway Corridors

- Regional to sub-regional scale industrial, retail, office or institutional uses. Careful evaluation of ridge top sites offering possible mountain views above tree line. Mixed use structures or variety of residential, commercial and institutional uses.

Office/ Institutional/ Conference Center

- Neighborhood to sub-regional scale office, commercial and institutional uses, with preferences for low/no-impact research centers and no-impact industrial operations.
- Attached units permitted.

Industrial

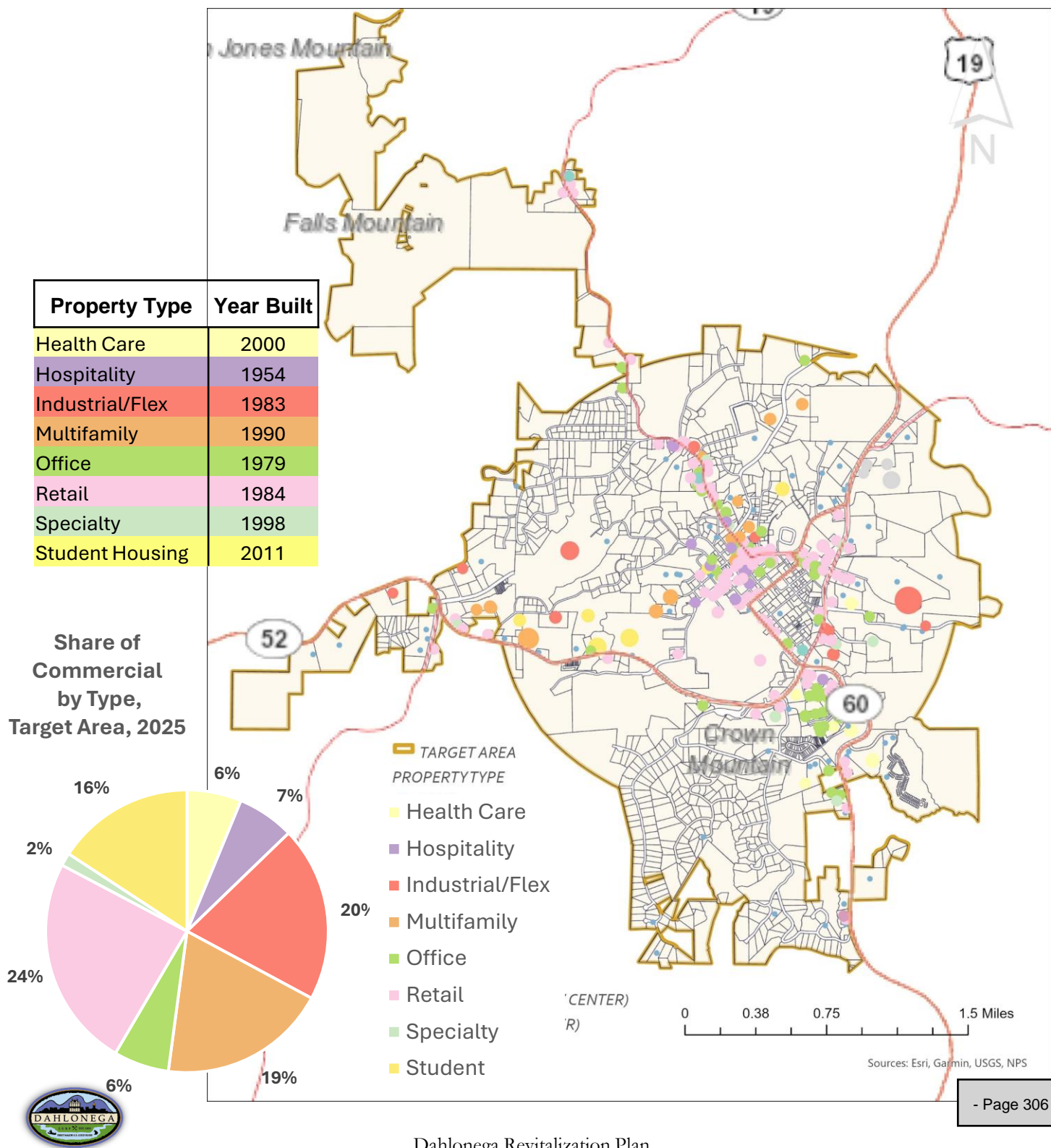
- Low impact industrial uses, distribution and data centers, technology incubators, office complexes.
- Appropriate buffering from adjoining properties.



Existing Conditions

Commercial Inventory

Currently, the existing commercial real estate within the Target Area is diverse with no one use representing more than a fourth of the total share. Multifamily and Student Housing, however, do represent 36% of all existing inventory. Retail space, concentrated in Downtown and along corridors, represents 24% of all commercial space. Office, Hospitality, and Healthcare space each represent less than 10% of all inventory. Finally, there is a significant concentration of Industrial inventory (20%) and located on large, more fringe tracts on the east and west sides of the Target Area.



Existing Conditions

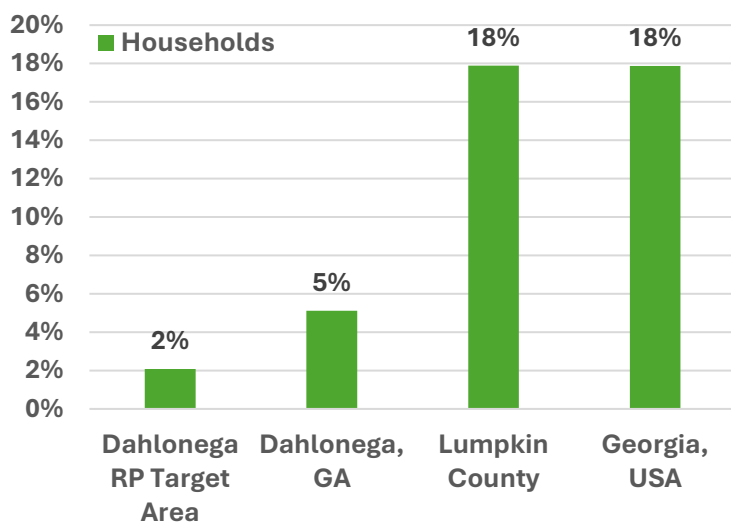
| Demographic Trends

Population

The Target Area includes 6,598 total residents and 1,271 households. The median age in the Revitalization Area is 22 years old – this low median age is a showcase of the University of North Georgia's presence and impact on the population.

Between 2020 – 2025, the Target Area's population grew 2% – half as fast as the growth in the city overall and nearly 5 times slower than Lumpkin County.

Household Growth, 2010 - 2025



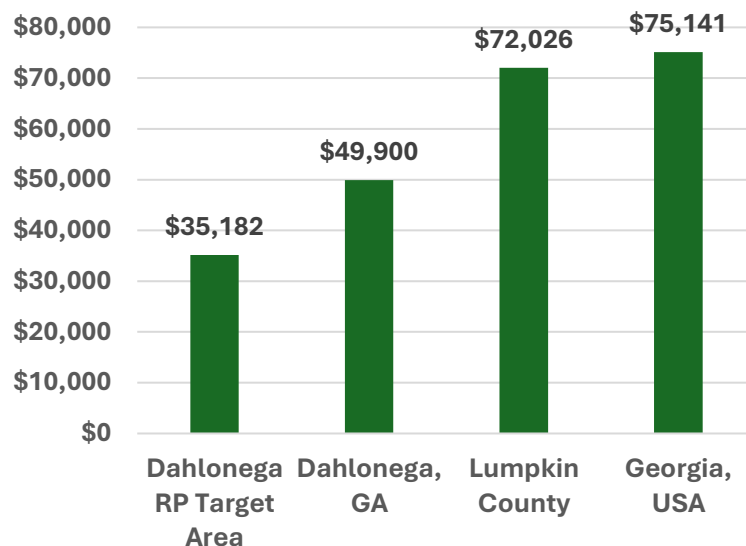
Median Income

The Target Area has a median income of about \$35K; this is almost \$13K less than the whole City of Dahlonge's median income (\$49K).

At \$72K, Lumpkin County's overall median income is far beyond median incomes in the Target Revitalization Area or the City as a whole. There's significant income disparity within Dahlonge as a whole (and Lumpkin).

While some of the income gap can be explained by the presence of UNG students, these disparities may result in material disadvantages for the residents especially inside the Target Area.

Median Household Income, 2025



Population	Dahlonge RP Target Area	Dahlonge, GA	Lumpkin County	Georgia State
2010 Census	4,166	5,337	29,964	9,686,545
2020 Census	6,481	7,537	33,488	10,714,049
2025 Estimate	6,598	7,829	36,477	11,220,516
2030 Projection	6,819	8,124	39,312	11,677,798
Percent Change: 2020 to 2025	1.8%	3.9%	8.9%	4.7%
Percent Change: 2025 to 2030	3.4%	3.8%	7.8%	4.1%

*The U.S. Census Bureau counts students based on their "usual residence," which is where they live and sleep most of the time.



Source: Claritas

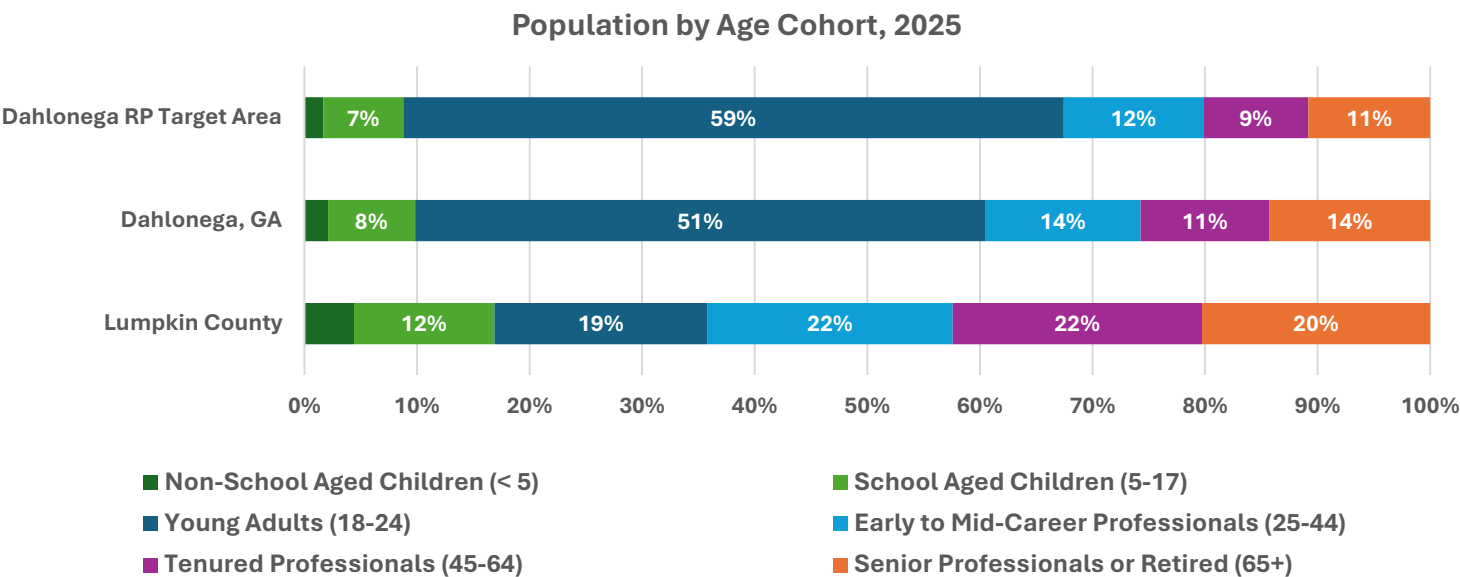
- Page 307 -

Existing Conditions

Demographic Trends

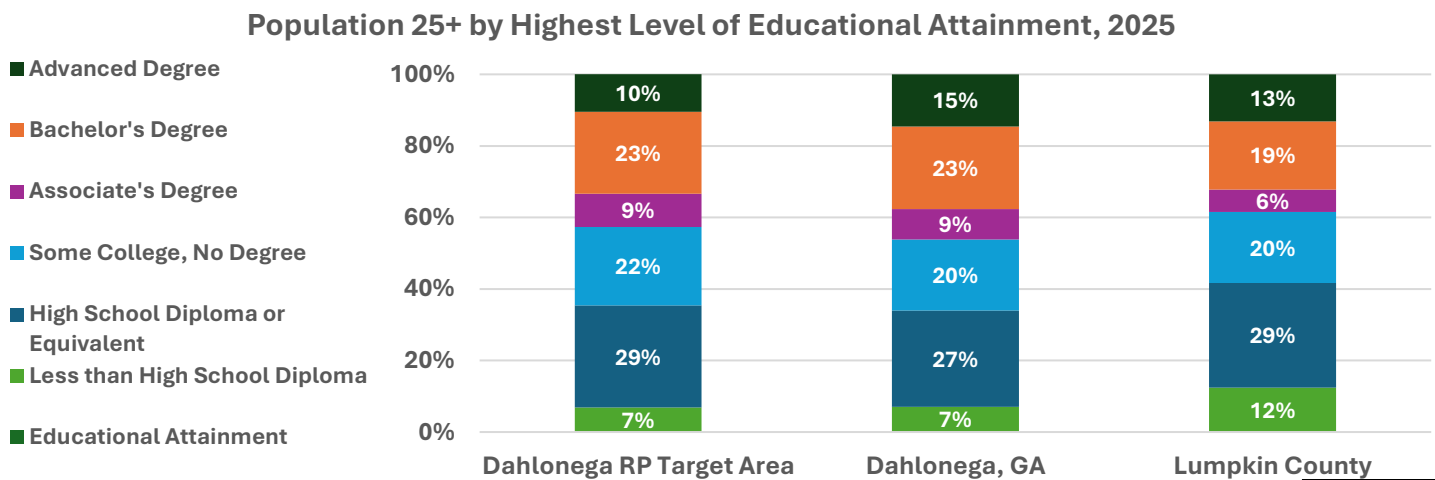
Age

A strong majority (59%) of Target Area residents are between 18 – 24, Dahlonega overall isn't far off, at 51%. Dahlonega's population trends very young, due to the presence of the University of North Georgia. This much of the population being Young Adults impacts demand for different product/ service types within the area. Growing job opportunities for UNG graduates could shift this trend overtime, as more students stay and enter long-term careers within Dahlonega and the Target Area.



Education

33% of the population in the Target Area has Bachelor's degree or higher – comparatively, the overall city has 38%. Both the Target Area and the overall city of Dahlonega have 32% of their population with a Bachelor's or Associate's Degree; but the Target Area has 3% more people with only a High School education, and Some College, but No Degree when compared to the city overall.



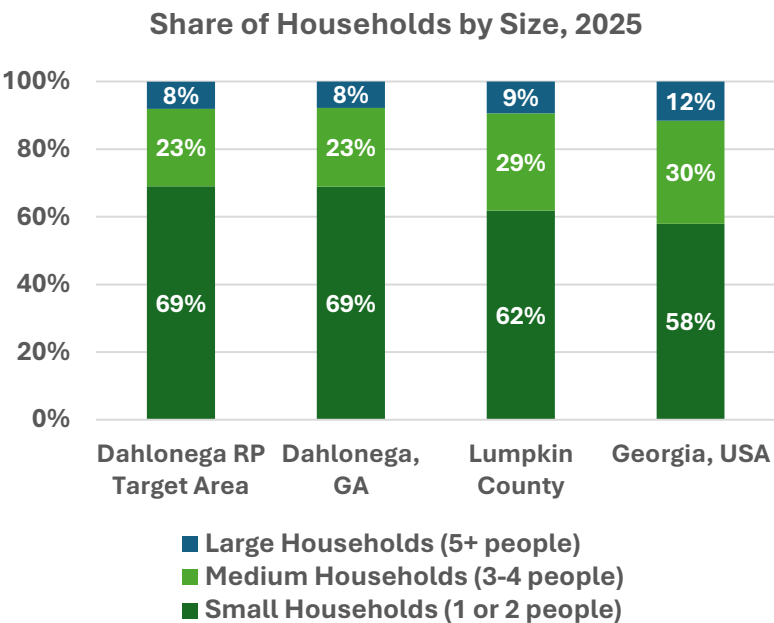
Source: Claritas

Existing Conditions

Demographic Trends

Household Size

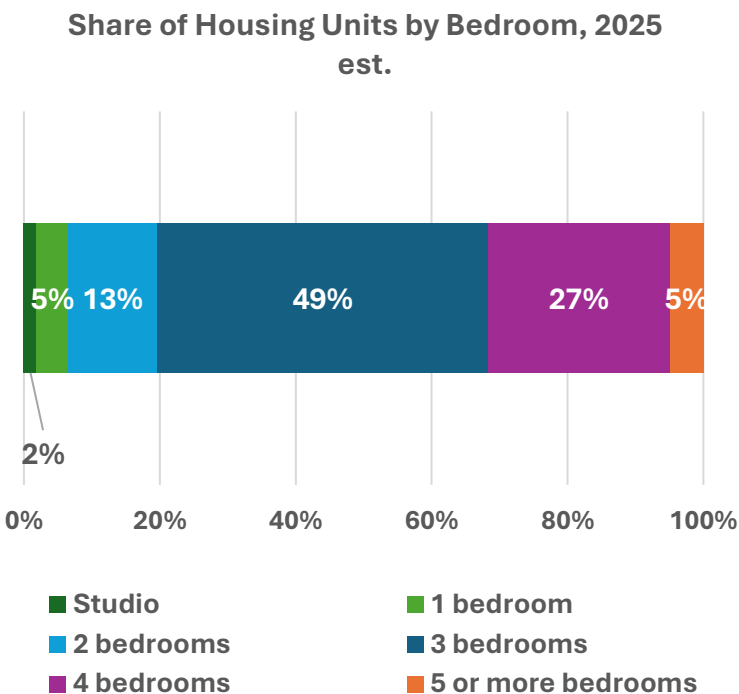
The Revitalization Area, and Dahlonega overall have the same household composition make-up; the overwhelming majority (69%) of households are small (1 or 2 people), 23% are medium (3-4), and large households with 5+ people make up just 8%. The prevalence of small households shows signs for demand potential for new products/ services including experiential retail, infill public places where for both family’s and singles to enjoy; and on the housing front – a range of housing options to sustain job growth.



Housing by Bedroom

Dahlonega’s housing supply is dominated by 3-bedroom units – making up 49%. Another 27% of housing units have 4 bedrooms. 1- and 2-bedroom units (including studio) collectively make up just 20%.

There’s a mismatch of product when looking at the needs of the majority Young Adult and Small Household population of Dahlonega.



Existing Conditions

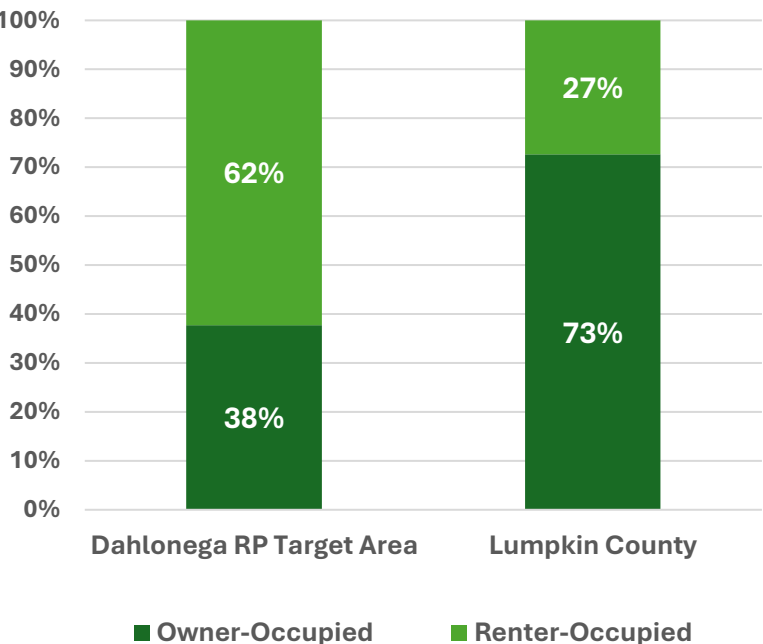
Housing

Tenure

The Target Area is comprised of **1,271** Households. At **38%, homeownership is 12% less prevalent in the Target Area** than in the City overall. This can indicate product or lifestyle preferences that lend themselves to rentership.

The City of Dahlonega’s adopted plans have made clear that there’s interest in adding to the housing supply, with one of the desired product types being townhomes. Including more of this product type in the range of housing units built going forward has the potential to boost homeownership in the Revitalization Area, and Dahlonega as a whole.

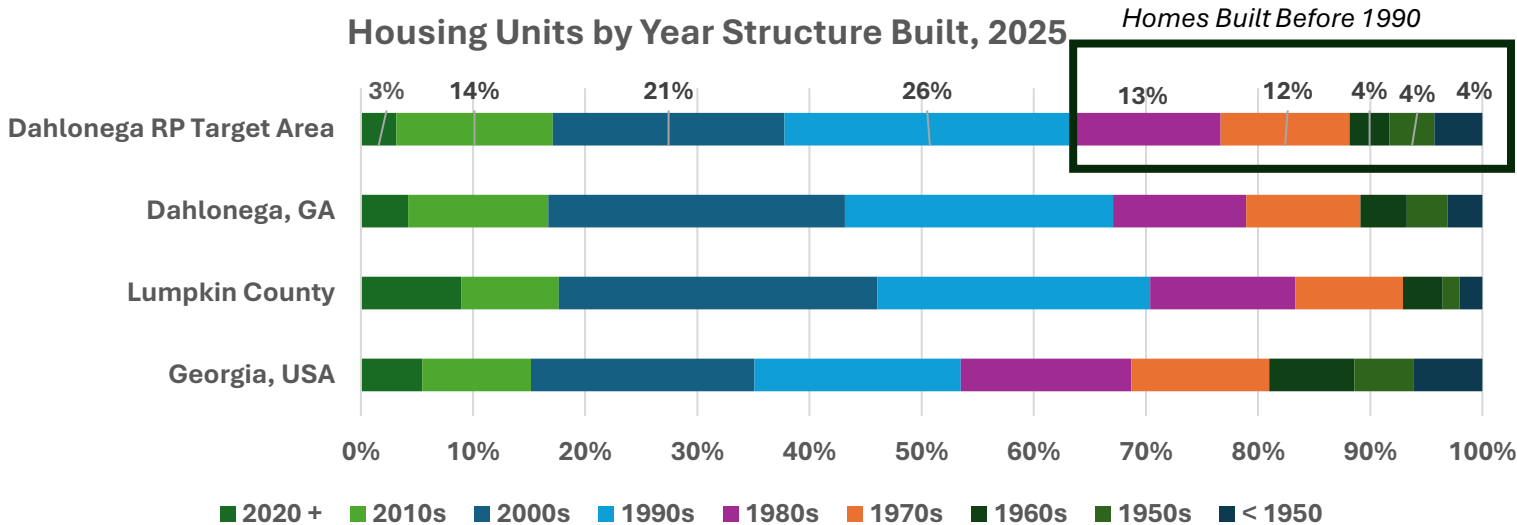
Housing Units by Tenure, 2025



Housing Inventory Age

36.4% of Target Area homes were built before 1990, and 37.8% of Target Area homes were built after 2000. On average, homes in the Target Revitalization Area are slightly older than in Dahlonega overall and Lumpkin County. Lumpkin County particularly built more homes in the 2000s, and 2020s; and while the Revitalization Target Area did get a competitive share of the new housing development during the 2010’s, the homes that were built in Lumpkin County during the 2000s and 2020s were concentrated outside of the Target Area.

Housing Units by Year Structure Built, 2025



Source: Claritas



Existing Conditions

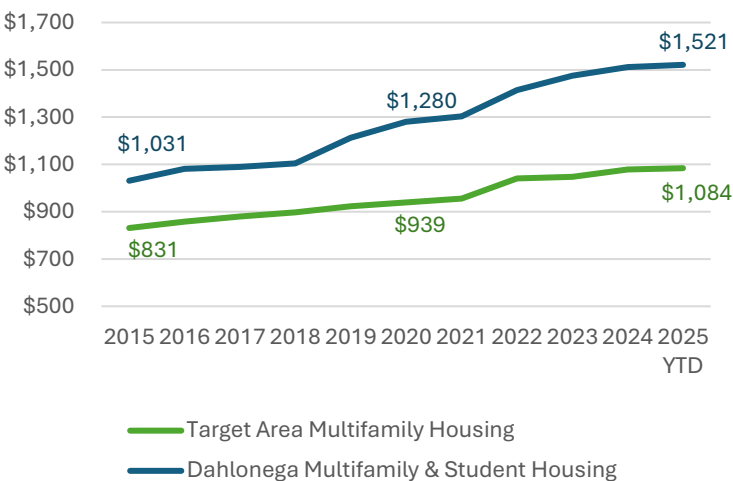
Housing

Rental Rates

Since 2015, traditional multifamily rents have increased 30% while traditional and student multifamily housing has increased nearly 50%. New student housing delivered in 2023 has contributed to rent growth, however, the prevailing lack of housing to satisfy demand is the most significant pressure fueling rent growth.

The majority of rental housing within the Target Area is market rate housing built, on average, 35 years ago. On- and Off-campus, student housing represents close to 40% of all rental inventory within the Target Area.

Multifamily Rent
Target and Dahlongega
2015-2025 YTD

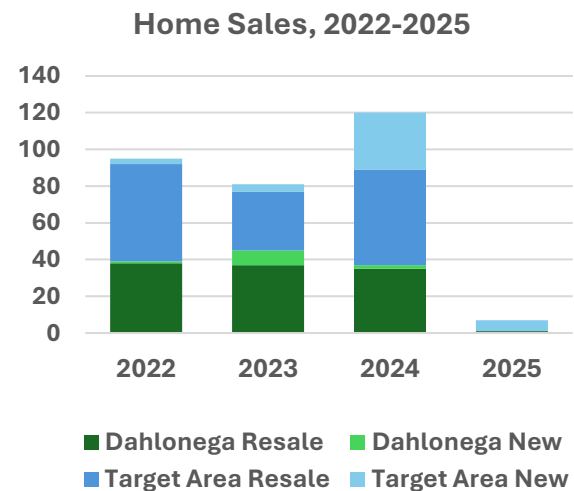


Home Price

Average Home Price by Type, 2022-2025

	Target Area	Dahlongega (excluding Target Area)
Single Family	\$433,440	\$590,340
Townhouse	\$337,784	\$734,300
Condominium	\$270,000	\$372,583
Total	\$400,100	\$585,447

On average, **Target Area homes are a 38% discount to the city overall.** Home size is a significant driver of this discount as the average home sold in the past four years is close to 60% smaller by square footage. New, attached villa homes in Achasta account for the increase in townhome pricing above and beyond SFD homes. New homes which achieve a smaller footprint can achieve attainability as well as adding greater housing choice as most target area households are less than two people.



In the past four years, the Target Area has had 44 new home sales, this represents over 75% of new sales within the city overall. The sales spike in 2024 is fueled by the delivery of new townhomes in Mountain Park.



Source: CoStar, Zillow,
Photos from Zillow



Existing Conditions

Housing

Housing Vacancy

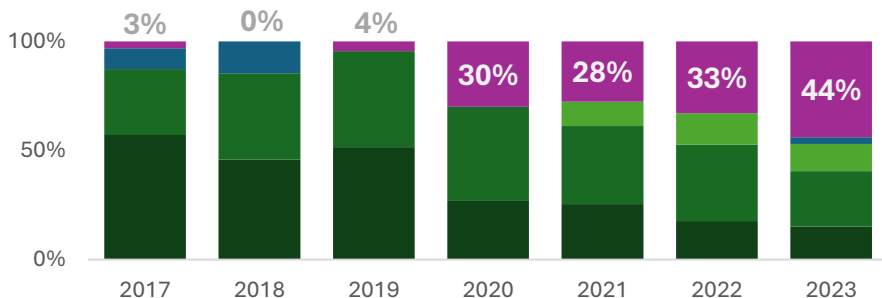
The American Community Survey, administered by the US Census, allows insight into housing vacancy and non-primary residences. Second homes can be estimated by understanding the growth in housing units “for seasonal, recreational, or occasional use.”

Both the County and City have seen notable increases in the percent share of second homes out of total vacant units. Prior to 2020, the Census estimates very few second homes comprised the vacant home inventory, though Lumpkin county saw a share of 30%. Following the pandemic, the **City of Dahlonega saw a significant increase in second homes, growing from an estimated 14 homes in 2017 to 131 in 2023.** This trend is also witnessed within Lumpkin County, which has an estimated 961 homes used for occasional use.

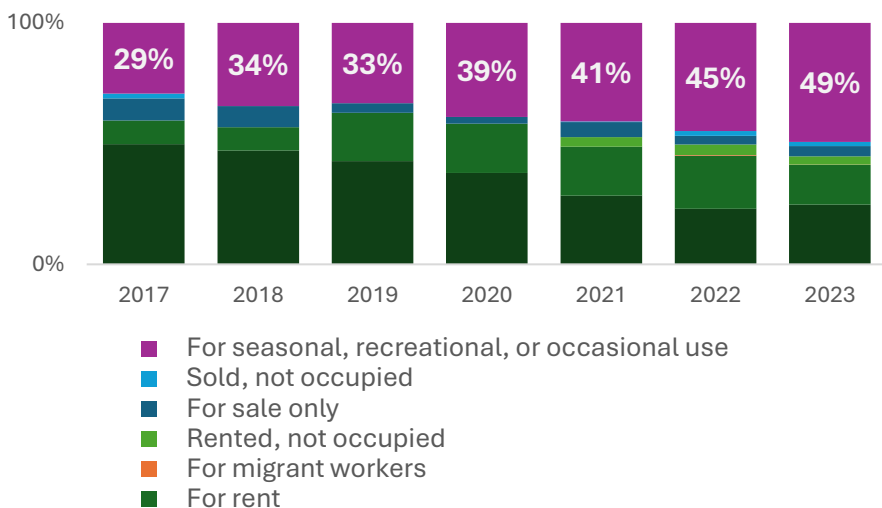
Short Term Rental

While not every second home is operated as a short-term rental (STR), there has been a considerable rise in housing units within Lumpkin and the City of Dahlonega used as a secondary residence. According at AirDNA as of March 2025, there are 27 short-term rental listings within the Target Area, 30 listings within the entire City of Dahlonega, and 289 within Lumpkin County. It is important to note that these estimates capture a moment in time and listings are likely to fluctuate.

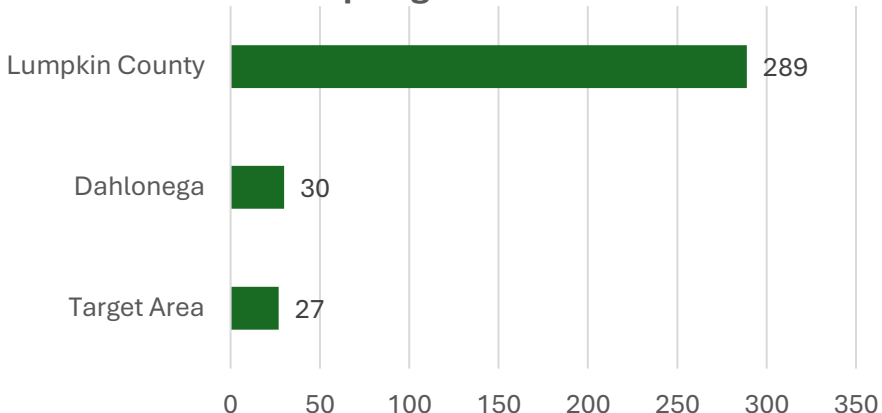
Vacant Housing Units, Dahlonega, 2017-2023 Est.



Vacant Housing Units, Lumpkin County, 2017-2023 Est.



Active STRs, Spring 2025 Est.



Existing Conditions

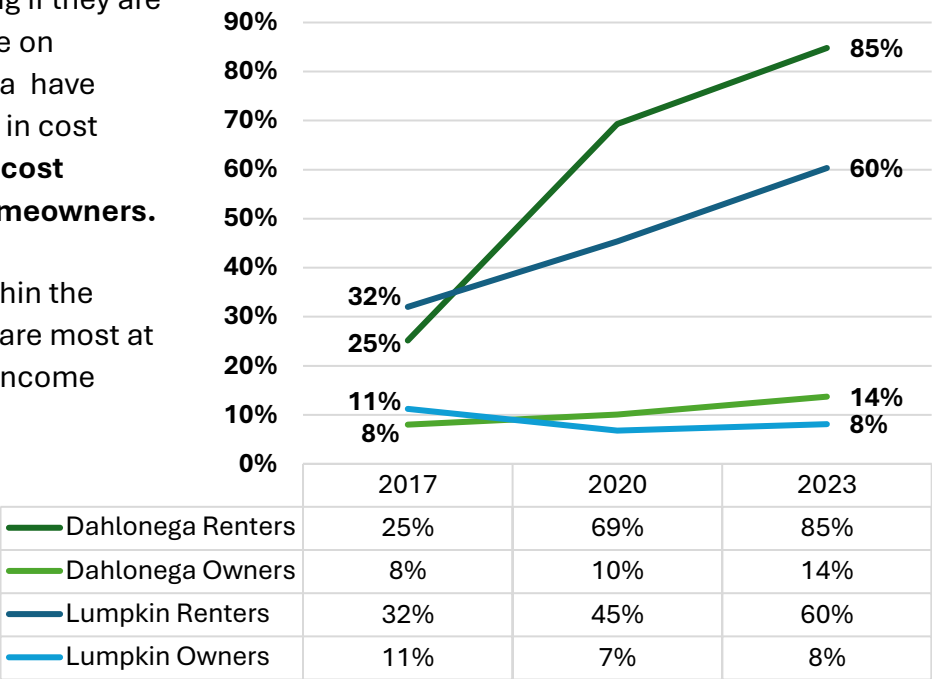
Housing

Cost Burden

A household is cost burdened by housing if they are spending more than 30% of their income on housing costs. Renters within Dahlonega have experienced that most intense increase in cost burden. **85% of Dahlonega renters are cost burdened compared to just 14% of homeowners.**

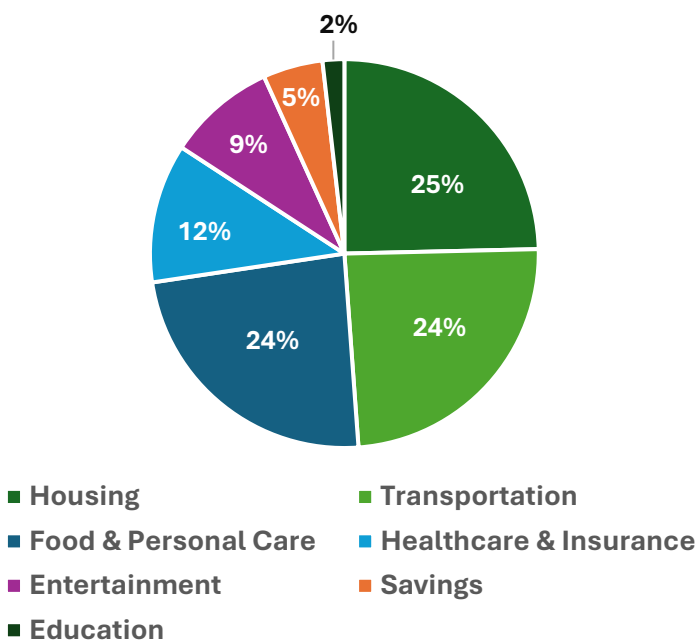
Considering the 62% of households within the Target Area are renters, these residents are most at risk of housings cost growth exceeding income growth.

Cost Burden by Tenure, 2017-2023



Household Budgets

Average Individual Spending by Category, Target Area, 2025 est.



Nearly half of the spending from Target Area residents is consumed by Housing (25%) and Transportation (24%). Food and Personal Care also consumes 24% of Target Area residents' spending. Only 9% of spending from these residents' goes to Entertainment.

There's potential to influence a shift in spending away from Transportation by more walkable infrastructure, in exchange for more resident spending on Entertainment and other retail opportunities that more directly impact local employment.



Existing Conditions

Economic

Migration

The three primary origins of migration coming into Dahlonega are from areas much closer to Atlanta: Johns Creek, Georgia; Kennesaw, Georgia, and Suwanee, Georgia. The next 2 primary origins are coming from Kent, Ohio and Appling, Georgia.

Growth of the Northern Atlanta Metro has impacted the North Georgia region as growth continues to move up major corridors like GA-400 and I-75. Many are seeking to find relief from more populated suburbs in North Fulton, Gwinnett, and Cobb counties.

Origin Region	Net Migration In (last 12 months)
Johns Creek, Georgia	27.43
Kennesaw, Georgia	24.76
Suwanee, Georgia	13.28
Kent, Ohio	13.28
Appling, Georgia	13.28
Destination Region	Net Migration Out (last 12 months)
Athens-Clarke County, Georgia	-87.88
Alpharetta, Georgia	-35.36
Sugar Hill, Georgia	-25.87
Peachtree Corners, Georgia	-25.13
Tuscaloosa, Alabama	-24.89

Most new residents come from Johns Creek, Kennesaw, and Suwanee, GA

Seasonality



Dahlonega’s economy has strong seasonal influences and swings but is **not entirely reliant on seasonal income**. Though tourism, short-term residents, and ‘weekenders’ are a significant part of Dahlonega’s economy, with most economic activity during February – April and September – November, year-round residents and students at the University of North Georgia provide stability to the local economy through their grocery, restaurant, housing, and retail purchases.

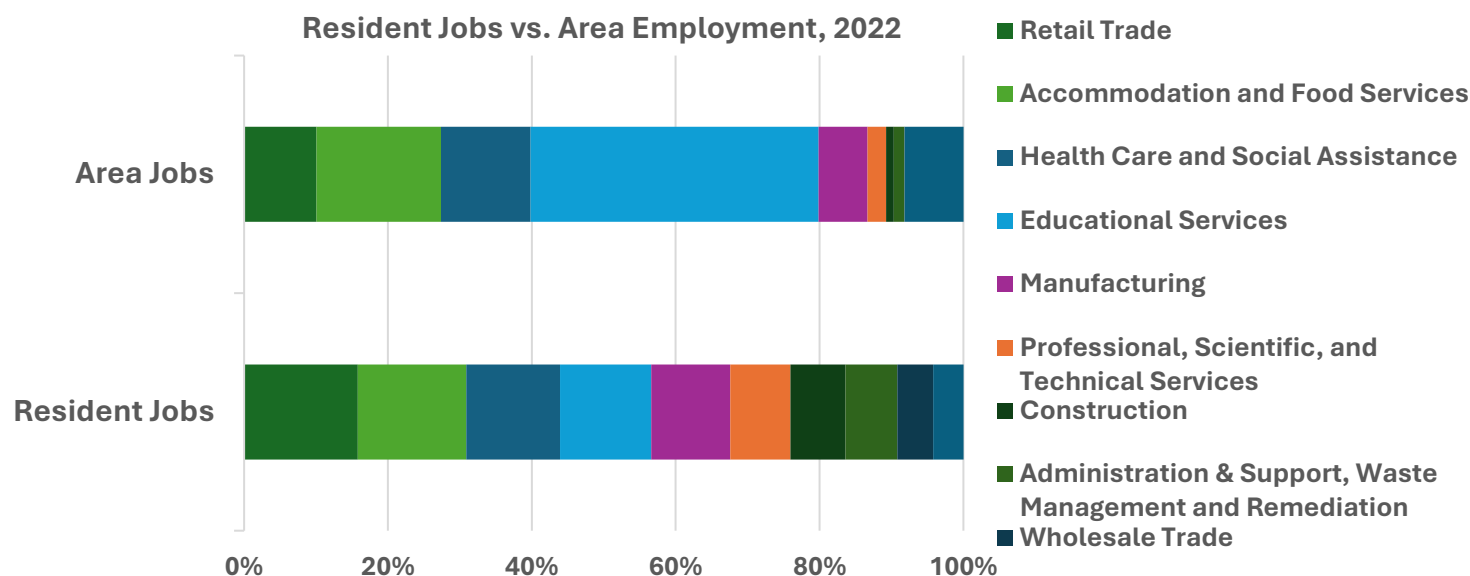


Existing Conditions

| Employment

Jobs

Dahlongega residents have expressed demand for a wider range of job opportunities. Institutional development that supports year-round employment can further expand Dahlongega's local economic activity beyond tourism; damping some of the undesirable effects of seasonality and helping Dahlongega become the "year-round activity center" that the community aims to be.



Jobs From Top 10 NAICS Industry Sectors	Resident Jobs		Area Jobs	
	Jobs	Percent %	Jobs	Percent %
Retail Trade	244	13%	435	10%
Accommodation and Food Services	232	13%	748	17%
Health Care and Social Assistance	201	11%	538	12%
Educational Services	196	11%	1731	38%
Manufacturing	169	9%	293	6%
Professional, Scientific, and Technical Services	129	7%	111	2%
Construction	118	6%	46	1%
Administration & Support, Waste Management and Remediation	111	6%	65	1%
Wholesale Trade	77	4%	2	0%
Public Administration	65	4%	352	8%



Source: KB Advisory with data from Census

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Existing Conditions

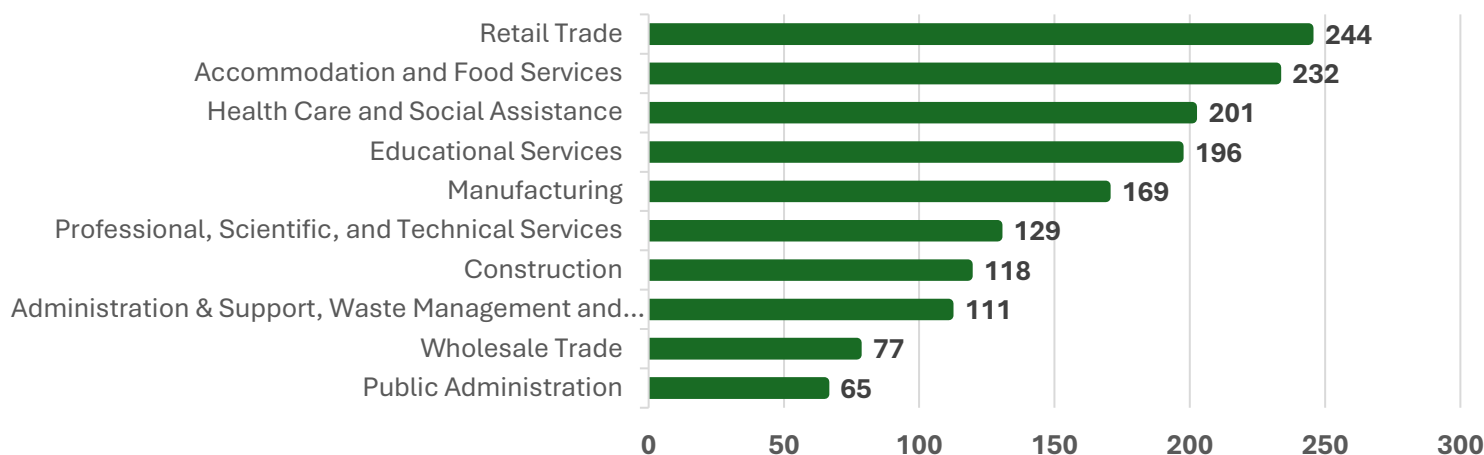
| Employment Mobility

Jobs

The resident population of **Dahlonega's Revitalization Target Area** makes up a workforce of **1,821 total employees**. 1,542 (85%) of Dahlonega's resident workforce work in the top 10 industry sectors: Retail Trade, Accommodation and Food Services, Health Care and Social Assistance, Educational Services, Manufacturing, Professional, Scientific, and Technical Services, Construction, Administration & Support, Waste Management and Remediation, Wholesale Trade, and Public Administration. These industries provide stable employment opportunities and form the backbone of Dahlonega's economy.

The top two industry sectors among residents are retail trade and accommodation and food services. This is reflective of their significant role in Dahlonega's economy and tourism focus.

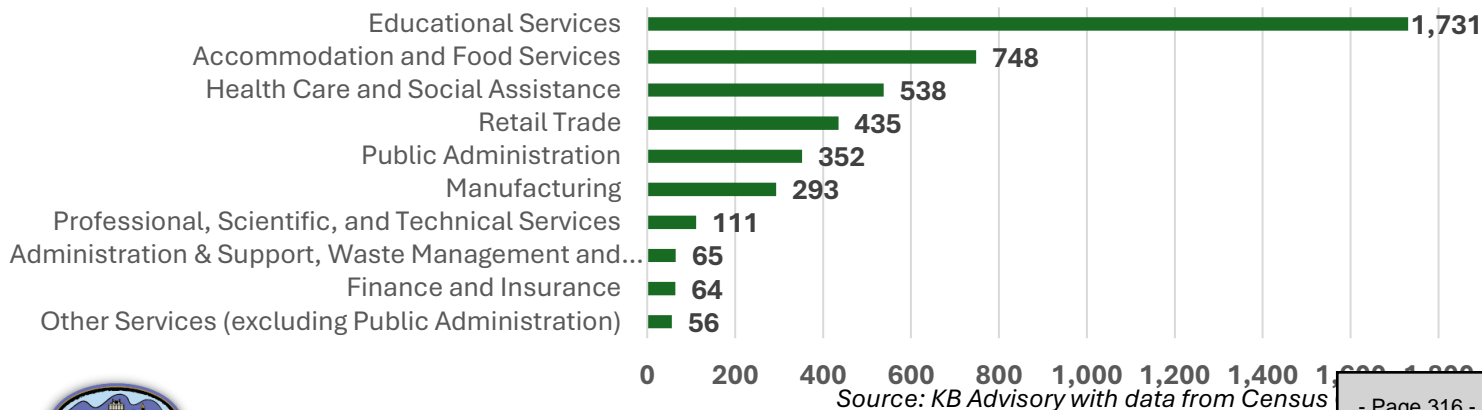
Top 10 Industries of Employed Target Area Residents, 2022



4,221 employees working inside the Target Area don't live inside the Target perimeter. Of the employees who live outside the target area but work inside the target area; an overwhelming **majority (1,731) work in Educational Services**. The next leading employment sector in the area is **Accommodation and Food Services with 748 employees**. **Healthcare and Social Assistance** makes up 538 employees.

The University of North Georgia is one of Dahlonega's largest employers, drawing faculty and staff from outside of the target area.

Top 5 Industries by Employment within Target Area, 2022

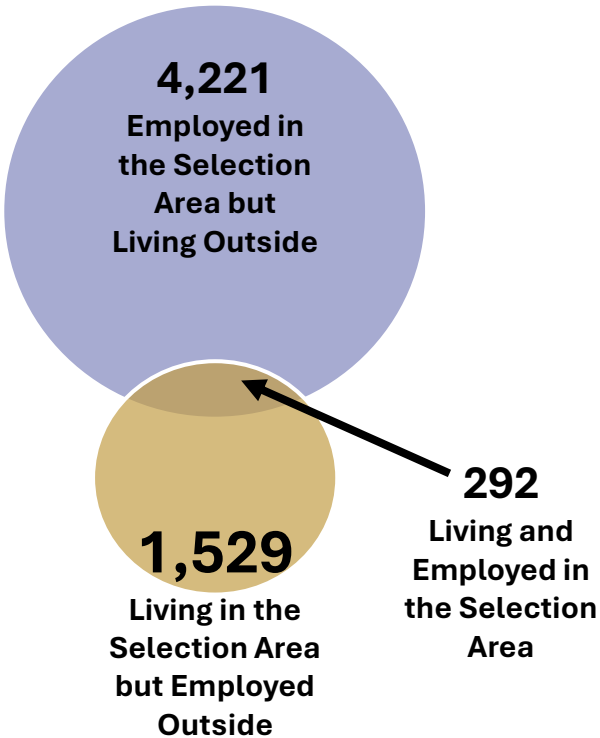


Existing Conditions

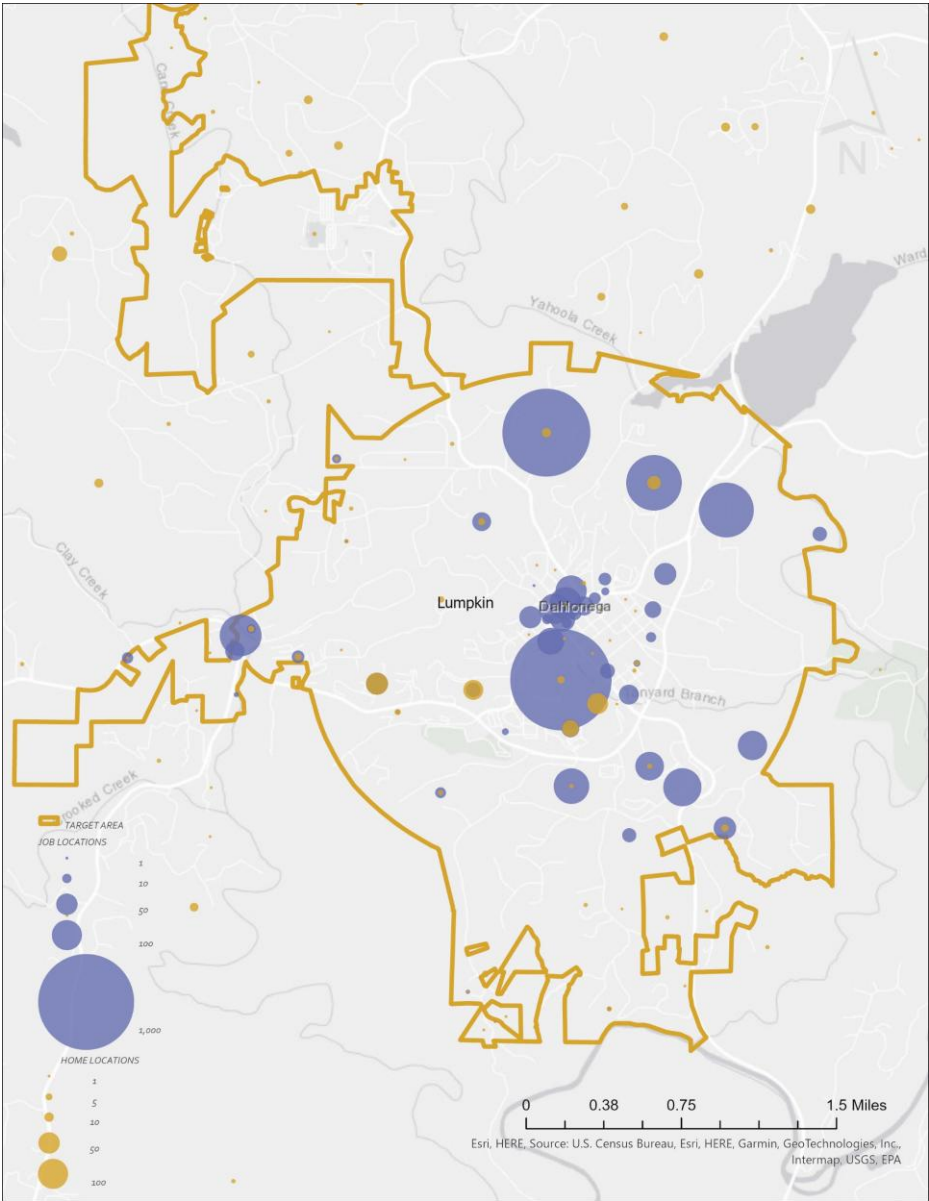
| Employment Mobility

Jobs

Only 292 residents both live and work in the Target Area. The Target Area brings in 4,000+ workers to fulfill the needs of the area’s jobs profile, while 1,500+ Target Area residents are working elsewhere in Dahlonega – or even further away.



Of the Dahlonega Target Area residents who commute out of the area for work, over half travel more than 25 miles to their work locations. Comparatively, those working within Dahlonega are much more local. Just over 40% live within 10 miles from their employment within the Target Area.



Commuting Distance, 2022		
	Commuting out of Dahlonega	Commuting into Dahlonega
Less than 10 miles	25%	44%
10 to 24 miles	20%	24%
25 to 50 miles	28%	17%
More than 50 miles	27%	15%



Existing Conditions

| Employment

Jobs

Dahlonega residents have expressed demand for a wider range of job opportunities. Institutional development that supports year-round employment can further expand Dahlonega's local economic activity beyond tourism; damping some of the undesirable effects of seasonality and helping Dahlonega become the "year-round activity center" that the community aims to be.

Percent of Target Area's Workforce by Sector, 2022



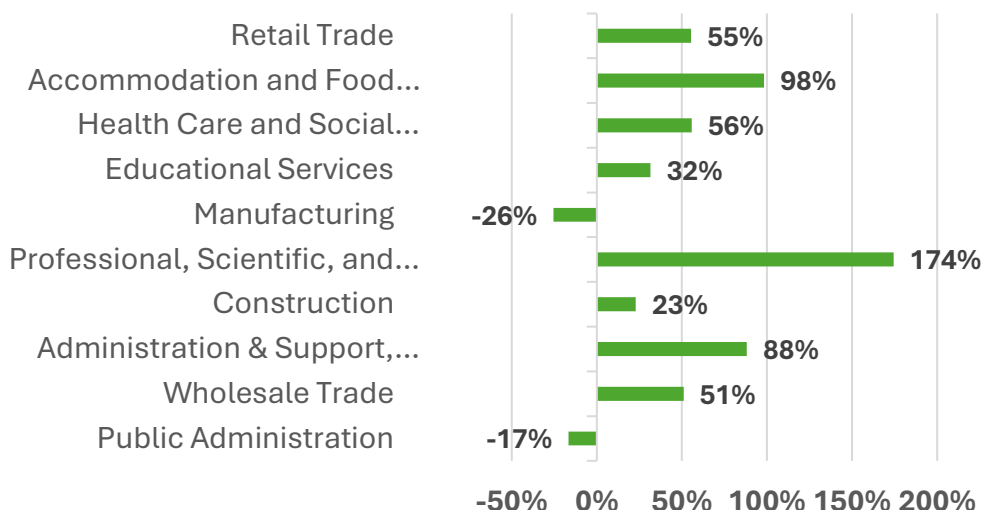
26% of jobs in Dahlonega are in Retail Trade and Accommodation and Food Services

Industries which have seen the greatest absolute growth over the past two decades include:

- Professional, Scientific, and Technical Services
- Administration & Support
- Accommodation and Food Services
- Retail & Wholesale Trade
- Health Care and Social Assistance

Only the Public Administration and Manufacturing industries have seen a decrease in employment.

20-year Percent Change in Employees, 2002 - 2022



Community Input

| Key Themes

Community input gathered for this Revitalization Plan reflects the priorities, concerns, and aspirations of Dahlonega residents, business owners, and civic leaders, as gathered at a recent public input session conducted by KB Advisory Group at City Hall.

Major Themes from Community Feedback

Through the public engagement process, five critical themes emerged as central to Dahlonega's future:

1. Housing & Economic Sustainability

- Housing affordability is a major concern. Many residents emphasized that limited housing options and high costs are pricing out local workers, young professionals, and families.
- While the concern is widespread, there is a sharp divide in the community over multifamily housing. Some residents believe that diversifying housing stock with townhomes, apartments, and small-scale multifamily housing is necessary for affordability and workforce retention. Others strongly oppose such development, particularly apartments, citing concerns about density, infrastructure capacity, and small-town character.
- Short-term rentals are seen to be exacerbating housing challenges. Many properties are being converted into Airbnb's and vacation rentals, reducing long-term housing supply and pushing prices higher.
- Economic diversification is needed. Dahlonega's economy is heavily reliant on tourism, and there is concern that the city needs to attract more year-round businesses and industries that provide stable, high-paying jobs.
- Workforce retention is suffering. Employers report difficulty hiring and retaining staff because workers can't afford to live in Dahlonega. The service, retail, and hospitality sectors are particularly impacted, with businesses struggling to operate at full capacity.



2. Transportation, Traffic, & Mobility

- Traffic congestion is seen by many community members as worsening, especially downtown. Residents are concerned that traffic is negatively affecting the visitor experience and everyday quality of life. The community voiced concerns that there are too few access points, causing traffic bottlenecks and increasing travel times. Alternative routes into downtown are needed.
- At the same time, walkability and bike infrastructure are inadequate. While the downtown core is compact, there are gaps in sidewalk and bike path connectivity, making it difficult and unsafe to walk or cycle beyond a small area.
- Relatedly, parking remains a persistent, perceived challenge. While there are parking facilities, many visitors and locals find downtown parking inconvenient or insufficient, particularly during peak tourist seasons.



Community Input

| Key Themes

Major Themes from Community Feedback

3. Infrastructure & Public Services

- Residents and business owners expressed frustration with inconsistent broadband access, which hinders economic opportunities, especially for remote workers and digital businesses.
- Aging water and sewer infrastructure needs investment. While Dahlonega has expanded capacity in some areas, older infrastructure is limiting future growth and may need upgrades. Some areas experience flooding and drainage issues, requiring better stormwater planning and infrastructure investments.
- Residents raised concerns about garbage trucks damaging local roads, contributing to maintenance and resurfacing challenges.

4. Land Use & Growth Management

- Balancing growth with small-town character was a common theme of feedback from residents. Many residents support thoughtful, well-planned growth but worry about overdevelopment negatively impacting Dahlonega's charm.
- UNG's expansion is a point of tension. While the University of North Georgia (UNG) is a major economic and cultural asset, some residents feel that UNG is consuming too much real estate in the city, making housing more expensive and limiting space for non-university development.
- Outdoor recreation and green space are sometimes deemed underutilized. The city is surrounded by natural beauty and recreation areas, yet some feel that these assets are not fully integrated into community development efforts.



5. Placemaking & Community Spaces

- While downtown is vibrant, some residents believe that public gathering spaces are limited. The city can enhance and create more plazas, parks, and community-oriented spaces where people can gather and socialize. Some residents believe that better lighting, pedestrian crossings, and outdoor seating would enhance the vibrancy and walkability of the downtown core.
- Residents also expressed interest in more arts, live music, and theater opportunities, suggesting that Dahlonega could better leverage its historic and cultural identity.



SWOT Analysis

| Strengths

This section complements the Community Input Section for a Comprehensive Strategy.

This SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats) synthesizes public input, stakeholder feedback, and contextual insights to provide a strategic overview of Dahlonega's revitalization potential.

It identifies key areas where the city can leverage its assets, address its weaknesses, and navigate challenges while ensuring sustainable growth and preserving its unique character.

Strengths (Internal Advantages)

1. Historic Character & Vibrant Downtown

- ✓ Well-preserved historic downtown is a key economic and cultural asset, attracting visitors and reinforcing local identity.
- ✓ Strong sense of place and small-town charm makes Dahlonega highly desirable for residents, businesses, and tourists.
- ✓ Tourism economy is well-established, with a mix of boutique shops, restaurants, and entertainment venues.

2. University of North Georgia (UNG) as an Anchor Institution

- ✓ UNG provides a steady economic base, bringing jobs, cultural vibrancy, and a pipeline of young talent to the city.
- ✓ University programs support entrepreneurship and workforce development, creating opportunities for local business growth.
- ✓ Potential partnerships between UNG and the city could strengthen infrastructure investment and workforce housing solutions.

STRENGTH HIGHLIGHTS

- Historic downtown square
- University of North Georgia
- Lumpkin county seat
- Festivals and events=>Tourism tax revenue
- Recreational opportunities
- New medical facility nearby

3. Walkability & Compact Urban Form

- ✓ Downtown is naturally walkable, with a pedestrian-friendly core that enhances the visitor experience.
- ✓ Existing infrastructure can be enhanced with minimal intervention, rather than requiring a complete overhaul.

4. Natural Assets & Outdoor Recreation

- ✓ Proximity to national forests, rivers, and trails makes Dahlonega a prime destination for outdoor recreation and eco-tourism.
- ✓ Growing interest in sustainable tourism and agritourism presents new economic opportunities.
- ✓ Scenic beauty enhances quality of life, attracting both residents and remote workers seeking a balance between nature and urban amenities.

5. Engaged & Passionate Community

- ✓ Residents are highly engaged in civic discussions, with strong community advocacy for thoughtful growth and preservation.
- ✓ A deep appreciation for local arts, culture, and history provides a foundation for placemaking initiatives.



SWOT Analysis

Weaknesses

(Internal Challenges)

1. Housing Affordability & Workforce Retention Issues

- ✗ Housing costs are high relative to local wages, making it difficult for workers, young professionals, and families to afford living in Dhalonega.
- ✗ Limited availability of diverse housing options, with zoning heavily favoring single-family homes and restricting multifamily development.
- ✗ Short-term rentals (Airbnbs) are reducing long-term housing stock, driving up costs and displacing local renters.

2. Infrastructure Constraints

- ✗ Aging water and sewer systems need investment, with concerns about long-term capacity for growth.
- ✗ Internet and cell service are unreliable in some areas, creating challenges for remote work and business expansion.
- ✗ Stormwater drainage issues in certain locations, leading to flooding concerns and infrastructure wear.

3. Traffic Congestion & Transportation Limitations

- ✗ Downtown traffic congestion is worsening, especially during peak tourist seasons.
- ✗ Limited alternative routes into downtown, leading to bottlenecks and longer commute times.
- ✗ Parking remains a persistent issue, with many residents and visitors struggling to find convenient downtown parking.
- ✗ Lack of pedestrian and bike infrastructure beyond the downtown core, making active transportation difficult.

4. Economic Over-Reliance on Tourism

- ✗ Dhalonega's economy is highly dependent on tourism, creating vulnerabilities during economic downturns or seasonal shifts.
- ✗ Few high-wage job opportunities outside the university and hospitality sectors, limiting career prospects for local residents.
- ✗ Need for business diversification to ensure long-term economic stability.

5. Planning & Growth Management Challenges

- ✗ UNG's expansion is seen as a double-edged sword, with concerns about the university acquiring too much real estate in the city.
- ✗ Resistance to multifamily and infill development, leading to debates over how to address housing affordability.
- ✗ Some areas lack essential services, creating accessibility issues for residents.

Opportunities

(External Potential & Growth Areas)

1. Workforce Housing Strategies

- ✓ Introduce "missing middle" housing (duplexes, townhomes, small multifamily developments) in appropriate areas near downtown and commercial nodes to provide affordable options for workers and young professionals.
- ✓ Develop incentive programs for workforce housing that encourage private-sector participation in affordable housing solutions.
- ✓ Implement strategic zoning updates to allow for targeted density in appropriate areas without compromising town character.

2. Infrastructure Modernization

- ✓ Invest in broadband expansion to improve internet and cell service, supporting remote workers and tech-enabled businesses.
- ✓ Upgrade sewer, water, and stormwater systems to accommodate sustainable growth.
- ✓ Enhance bike and pedestrian infrastructure to improve non-car mobility and reduce congestion.



SWOT Analysis

Opportunities (Continued)

3. Economic Diversification

- ✓ Encourage the growth of professional services, remote work hubs, and creative industries to complement the tourism economy.
- ✓ Leverage UNG partnerships to develop new entrepreneurship and small business incubators.
- ✓ Expand agritourism and outdoor recreation businesses, tapping into the growing demand for sustainable tourism experiences.

4. Transportation & Mobility Solutions

- ✓ Develop a comprehensive parking management plan, including new parking facilities and smart technology solutions for real-time space availability.
- ✓ Explore shuttle or micro-transit options to reduce downtown congestion and improve accessibility.
- ✓ Secure funding for a bypass or alternative access routes to alleviate traffic bottlenecks.

5. Placemaking & Public Space Enhancements

- ✓ Invest in new public gathering spaces, parks, and plazas to enhance community interaction.
- ✓ Support arts and cultural programming to strengthen Dahlonega's identity as a creative and historic hub.
- ✓ Improve wayfinding and downtown beautification efforts to enhance the visitor experience and local pride.

OPPORTUNITY HIGHLIGHTS

- Downtown infill
- Vacant land in residential and Planned Unit Development zones
- Utilization of recently vacated medical building
- Pocket park/ trail development

Threats (External Risks & Challenges)

1. Unmanaged Growth & Development Pressures

- ⚠ Rapid development without infrastructure investment could strain city services and diminish Dahlonega's character.
- ⚠ Resistance to smart growth strategies may lead to continued housing shortages and workforce retention issues.
- ⚠ UNG's continued expansion within Dahlonega city limits- in addition to their properties outside city limits- may create further community tensions.

2. Economic Vulnerability

- ⚠ Heavy reliance on tourism means economic downturns, pandemics, or shifts in travel behavior could impact local businesses.
- ⚠ Rising real estate values could push out local businesses, replacing them with national chains and eroding local character.

3. Infrastructure Risks

- ⚠ Aging infrastructure, if left unaddressed, could lead to costly failures in water, sewer, and stormwater systems.
- ⚠ Limited road capacity and traffic congestion may worsen, frustrating residents and visitors alike.

4. Environmental & Natural Resource Challenges

- ⚠ Climate change and extreme weather events could lead to increased flooding risks, making stormwater upgrades urgent.
- ⚠ Increased development pressure may impact natural resources and greenspaces, reducing the environmental appeal of Dahlonega.



SWOT Analysis

Dahlonega, Georgia: Revitalization Target Area

STRENGTHS

- **Historic Character & Vibrant Downtown**
- **University of North Georgia (UNG) as an Anchor Institution**
- **Walkability & Compact Urban Form**
- **Natural Assets & Outdoor Recreation**
- **Engaged & Passionate Community**

WEAKNESSES

- **Housing Affordability & Workforce Retention Issues**
- **Infrastructure Constraints**
- **Traffic Congestion & Transportation Limitations**
- **Economic Over-Reliance on Tourism**
- **Planning & Growth Management Challenges**

OPPORTUNITIES

- **Workforce Housing Strategies**
- **Infrastructure Modernization**
- **Economic Diversification**
- **Transportation & Mobility Solutions**
- **Placemaking & Public Space Enhancements**

THREATS

- **Unmanaged Growth & Development Pressures**
- **Economic Vulnerability**
- **Infrastructure Risks**
- **Environmental & Natural Resource Challenges**



Community Priorities

| Action Plan

The following community-driven priorities emerged as key focus areas for revitalization efforts.

By acting on these opportunities while mitigating potential risks, Dahlonega can position itself for sustained prosperity and community-driven revitalization.

✓ **Balance growth with preservation** – Develop policies that support smart, sustainable development without compromising the town’s historic character.
✓ Work with UNG to create a balanced development plan that accommodates university growth without displacing residents or businesses.
✓ Ensure new development aligns with community values, supporting a mix of housing, retail, and public spaces.

✓ **Prioritize infrastructure investments** – Address water/sewer and transportation challenges to sustain long-term growth.
✓ Upgrade stormwater and sewer infrastructure to ensure long-term sustainability and reduce flooding risks.
✓ Optimize waste management to reduce damage from heavy trucks on local roads.
✓ Continue working with GDOT to improve safety and congestion concerns along major thoroughfares.



Community Priorities

| Action Plan

✓ **Diversify the economy** – Reduce dependence on tourism by attracting year-round businesses and professional industries.

✓ Support local businesses beyond tourism by encouraging economic diversification and entrepreneurship programs.

✓ **Enhance affordability & workforce housing** – Ensure that local employees and young professionals can afford to live in Dahlonega.

✓ Reassess short-term rental regulations to balance tourism demand with long-term housing needs.

✓ Develop a workforce housing strategy that allows for diverse housing types, including townhomes, small apartments, and mixed-use developments in designated areas.

✓ **Improve mobility & accessibility** – Expand walkability, bike paths, parking solutions, and alternative transportation options.

✓ Improve pedestrian-friendly downtown street design, including wider sidewalks, street trees, and enhanced crosswalks.

✓ Enhance alternative transportation options, such as shuttles, park-and-ride lots, and bike-friendly infrastructure.

✓ Improve downtown parking solutions with better signage, technology (apps for parking availability), and potential expansion of facilities. Consider shared parking opportunities for events.

✓ Develop a plan for alternative access routes into downtown to alleviate congestion.

✓ Develop new public spaces, such as plazas, pocket parks, and outdoor gathering areas.



Appendix

Public Input

Provide Your Input at Our Community Meeting!



Dahlonega Revitalization Plan

The City of Dahlonega is developing a Revitalization Plan aimed at assessing the community's current needs, outlining future objectives, and offering supportive strategies to reach these goals.

WE NEED YOUR INPUT!

The Revitalization Plan will explore community needs within:



Housing



Connectivity



Placemaking

Economic & Workforce Development



Infrastructure Capacity



**Thursday,
February 27th,
2025**

Time: 6:30 pm - 7:30 pm

Location: Dahlonega
City Hall



Presented by:

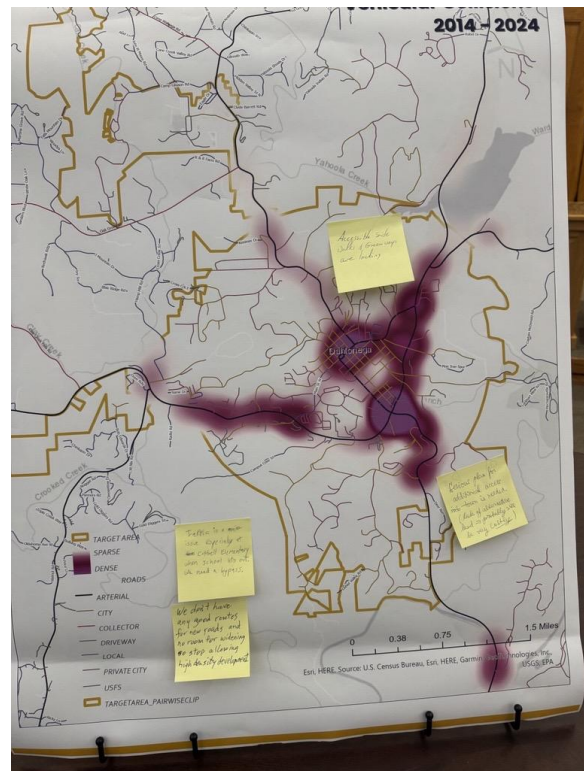
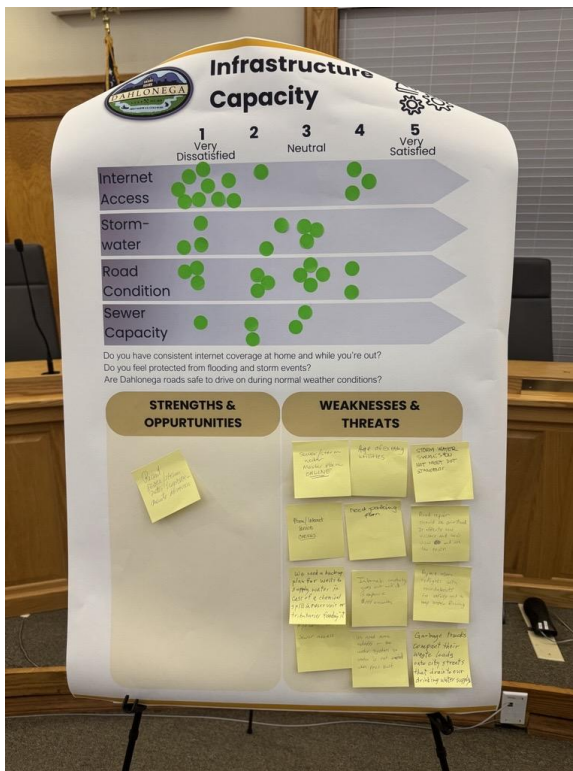
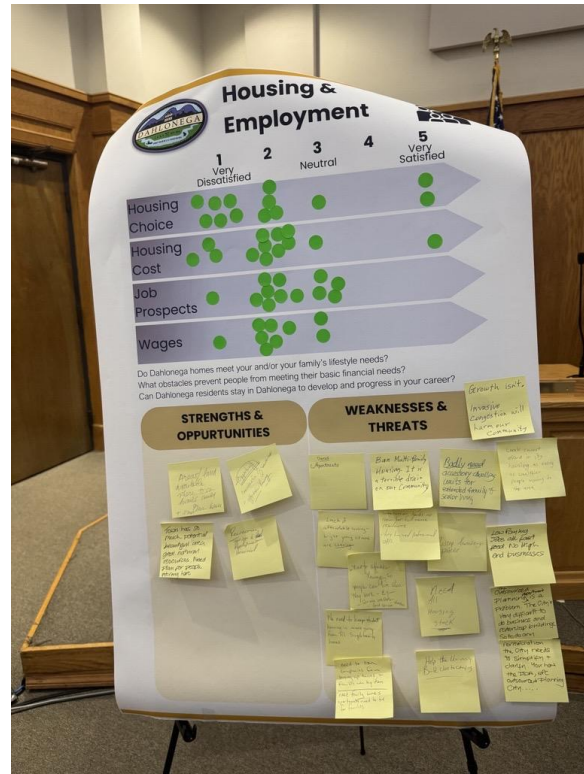
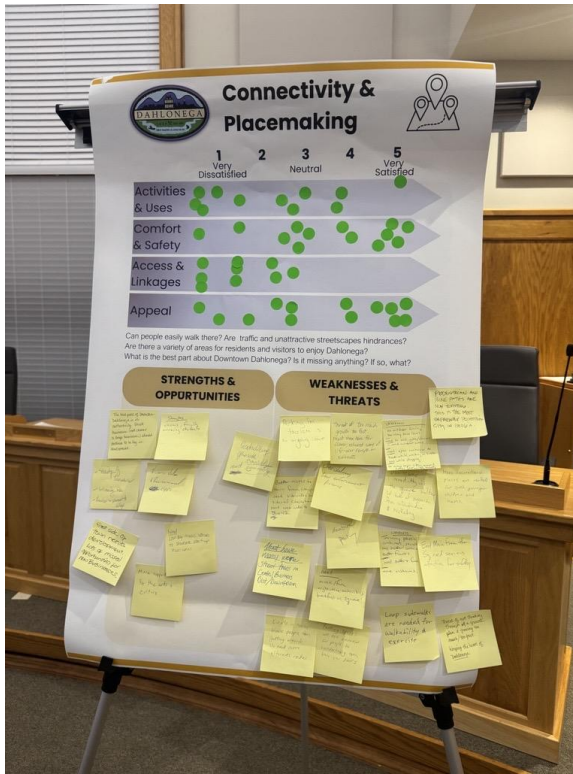


ADVISORY GROUP

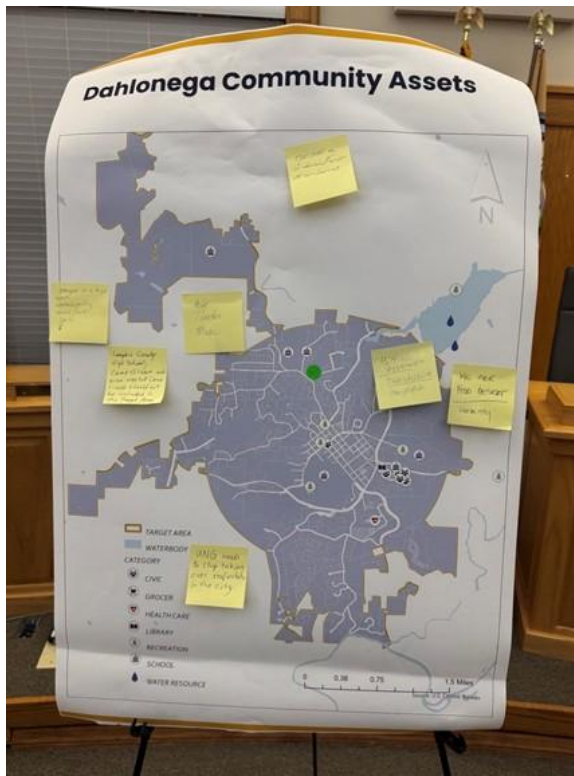


Appendix

Public Input



Public Input



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KB | ADVISORY GROUP

KB Advisory Group provides real estate and economic development consulting services to cities, counties, developers, community districts, nonprofits, and design firms across Georgia and the Southeast.

KB understands the powerful connection between planning, real estate, and economic development and leverages unique community assets while building consensus around community goals for growth and progress.

Over the firm's 20+ year history, KB has performed dozens of housing studies for cities, counties, public agencies, and community improvement districts, creating detailed plans for these local entities with comprehensive strategies and actionable tasks.

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