SPECIAL PROVISIONS SUPPLEMENTAL SPECIFICATIONS

Effective GDOT Shelf and Special Provisions NOT included in 2013 Edition of Standard Specifications for Construction of Transportation Systems, as Modified June 16, 2016

The following sections are applicable to this contract as GDOT Shelf and Special Provisions not included in the 2013 revision of GDOT's Standard Specifications (as modified) and are specified as an attached:

Special Provision – Utility Conflicts (dated 8/6/2012)

Section 105 - Control of Work (dated 4/9/2018)

Section 106 - Control of Materials (dated 6/22/2018)

Section 107 – Legal Regulations and Responsibility to the Public (dated 6/2016) Section 107.23.A - Environmental Considerations (dated 12/1/2016)

Section 108 - Prosecution and Progress (dated 5/31/2019)

Section 109 - Measurement and Payment (dated 3/7/2016)

Section 150 - Traffic Control (dated 10/22/2018)
Section 150.3 - Construction Requirements (dated 5/31/2019)

Section 161 - Control of Erosion and Sedimentation (dated 7/30/2018)

Section 163 - Miscellaneous Erosion Control (dated 8/10/2017)

Section 165 - Maintenance of Temporary Erosion and Sedimentation Control Devices (dated 10/27/2017)

Section 167 - Water Quality Monitoring (dated 7/30/2018)

Section 171 - Silt Fence (dated 1/24/2018)

Section 201 - Clearing and Grubbing Right of Way (dated 12/13/2013)

Section 550 – Storm Drain Pipe, Pipe Arch Culverts, and Side Drain Pipe (dated 7/27/2016)

Section 653 – Thermoplastic Traffic Stripe (dated 10/31/2018)

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 work plan.

Upon request, copies of all approved Work Plans submitted by utility companies having facilities on this project will be made available for examination by the Contractor at the Department's District Office. Utility Adjustment Schedules, when submitted to the Department by the utilities, will be made available to the Contractor after the Notice to Contractors has been posted by the Office of Construction Bidding Administration. The Contractor is responsible for considering in its bid all existing and proposed utility locations and the removals, relocations, and adjustments specified in the Utility's Work Plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of this Project may be liable to the Contractor for damages or delay costs resulting from the Utility Owner's failure to clear conflicts

within the time specified in the approved Utility Work Plan. If the Utility Owner is unable to submit and obtain Department approval of a revised Work Plan or fails to complete the removal, relocation, or adjustment of its facilities in accordance with the approved Work Plan, the Utility Owner may be liable to the Department, or the Contractor, for damages or delay costs.

In accordance with Subsection 105.06 of the Specifications, the Department is not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them.

In any case in which the Contractor believes that it will be entitled to damages or delay costs from the Utility Owner in accordance with O.C.G.A. 32-6-171, the Contractor shall provide written notice to the Utility Owner and the Department within ten (10) days from the time of the dispute or potential dispute is identified. The Contractor shall follow the Procedures for Utility Damages or Delay Costs outlined in the latest edition of The Utility Accommodation Policy and Standards Manual. Failure to follow the above will result in waiver of the Contractor's claim against the Utility Owner for damages or delay costs.

In accordance with Subsection 107.21.G delays by utilities will continue to be considered by the Department in charging Contract Time. For purposes of applying provisions of this paragraph, railroads and the Metropolitan Atlanta Rapid Transit Authority (MARTA) are considered utilities.

Office of Utilities

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 105—Control of Work

105.01 Authority of the Engineer

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, and the rate of progress of The Work; the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer will determine the quantities of the several kinds of work performed and materials furnished which are to be paid for under the Contract and his determination shall be final.

The Engineer will have the authority to suspend The Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Contract, or for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of The Work; or for any other condition or reason deemed to be in the public interest.

The Contractor may request and will receive written instructions from the Engineer upon any important items.

After the Contract has been executed, and before work begins, the Engineer may designate a time and place to hold a Preconstruction Conference with the Contractor. At such time, the Contractor shall furnish the Engineer with a Progress Schedule as provided in Subsection 108.03 unless this schedule has been specifically exempted by Special Provision. The Contractor will also be given a decision on any alternate Traffic Control Plan that he may have previously submitted.

Any matters pertaining to order of work, interpretation of Plans and Specifications, traffic control, utility adjustments, or others, may be discussed at the Preconstruction Conference.

105.02 Plans and Working Drawings

Plans will show details of all structures, lines, grades, typical cross sections of the roadway, location and design of all structures, and a summary of Items appearing in the Proposal.

The Plans will be supplemented by such working drawings as are necessary to adequately control the Work. Working drawings for structures shall be furnished by the Contractor and shall consist of such detailed Plans as may be required to adequately control The Work and which are not included in the Plans furnished by the Department. They shall include stress sheets, shop drawings, erection plans, falsework plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans, or similar data required of the Contractor. All working drawings must be approved by the Engineer and such approval shall not operate to relieve the Contractor of any responsibility under the contract for the successful completion of The Work. The Contract Bid Prices shall include the cost of furnishing all working drawings.

105.03 Conformity with Plans and Specifications

All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Plan dimensions and contract Specification values are to be considered as the target values to be strived for and complied with as the design values from which any deviations are allowed. It is the intent of the Specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When either a maximum and minimum value or both are specified, the production and processing of the material and the performance of the work shall be so controlled that material or work will not be preponderantly of borderline quality or dimension.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable work has been produced, the Engineer

shall then make a determination if the work shall be accepted and remain in place. In this event, except in cases where the appropriate price adjustments are provided for in the Specifications covering the materials and/or the finished product, a Supplemental Agreement will be executed documenting the basis of acceptance that will provide for an appropriate price adjustment in the Contract Price for such work or materials as the Engineer deems necessary to conform to his determination based on engineering judgement.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the Plans and Specifications, and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions

These *Standard Specifications*, the Supplemental Specifications, the Plans, Special Provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing descending order will be as follows:

- 1. Project Specific Special Provisions
- 2. Project Plans including Special Plan Details
- 3. Special Provisions
- 4. Supplemental Specifications
- 5. Standard Plans including Standard Construction Details
- 6. Standard Specifications

Calculated dimensions will govern over scaled dimensions.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

A. Specifications of Other Organizations

When work is specified to be done or when materials are to be furnished according to the published specifications of organizations other than the Department, the latest specifications published by those organizations at the time bids are received shall apply unless otherwise specified.

AASHTO Interim Specifications and ASTM Tentative Specifications will be considered effective on date of issue.

B. Item Numbers

The first three digits of any Item Number in the itemized Proposal designates the Specification section under which the Item shall be constructed.

105.05 Cooperation by Contractor

The Contractor will be supplied with an electronic copy of approved Plans and Contract assemblies including Special Provisions. The Contractor shall be responsible for maintaining one set of the approved plans on the project site at all times.

The Contractor will be supplied with of approved Plans and Contract assemblies including Special Provisions.

The Contractor shall give The Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, Inspectors, and other Contractors in every way possible.

The Contractor shall have accessible to the Engineer at all times, as his agent, a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

105.06 Cooperation with Utilities

The Department will notify all utility companies, all pipeline owners, all railroad companies, or other parties affected of Award of the Contract, giving the name and address of the Contractor, and will assist the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, railroad facilities, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for elsewhere in the Contract.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them. Delays and interruptions to the controlling Item or Items of The Work are covered in Subsection 107.21.G.

It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform his removal and relocation work.

105.07 Cooperation Between Contractors

The Department reserves the right at any time to Contract for and perform other or additional work on or near The Work covered by the Contract.

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

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

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same Project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. At the request of the Structure Contractor, the Engineer will designate an area within the right-of-way, adjacent to each structure, to be reserved for use by the Structure Contractor for Storage of Equipment and Materials necessary to construct the particular structure. So long as he occupies this area, the Structure Contractor shall be responsible for its maintenance. The Structure Contractor must relinquish this area, however, as it becomes practical to utilize completed portions of the structure.

105.08 Construction Stakes, Lines and Grades

(Subsection 105.08 Omitted)

105.09 Authority and Duties of the Resident Engineer

The Resident Engineer, regardless of his administrative title, is the Engineer designated by the Department to be the direct representative of the Chief Engineer. The Resident Engineer has immediate charge of the engineering details of each construction Project, and is responsible for contract administration. Such administration includes the designation of subordinates to represent him and make routine decisions. The Resident Engineer has the authority to reject defective material and to suspend any work that is being improperly performed.

105.10 Duties of the Inspector

Inspectors employed by the Department are authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of The Work and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector will not be authorized to alter or waive the provisions of the Contract. The Inspector will not be authorized to issue instructions contrary to the Plans and Specifications or to act as foreman for the Contractor.

105.11 Inspection of the Work

All materials and each part of the detail of The Work shall be subject to inspection by the Engineer.

The Engineer shall be allowed access to all parts of The Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

Upon the Engineer's request, the Contractor, at any time before Final Acceptance of the project, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of The Work to the standard required by the Specifications. Should The Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized Department representative may be ordered removed and replaced at the Contractor's expense, unless the Department representative failed to inspect after having been given reasonable notice in writing that The Work was to be performed.

When any unit of government or political subdivision or any railroad corporation is to pay a portion of the cost of The Work covered by the Contract, its respective representatives shall have the right to inspect The Work. Such inspection shall in no sense make any unit of government or political subdivision or any railroad corporation a party to the Contract and shall in no way interfere with the rights of either party hereunder.

105.12 Removal of Unacceptable and Unauthorized Work

All work that does not conform to the requirements of the Contract will be considered unacceptable unless otherwise determined acceptable under the provisions in Subsection 105.03.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the Final Acceptance of The Work, shall be removed immediately and replaced in an acceptable manner.

Except as elsewhere noted, no work shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the Plans or as given, except as herein specified, or any Extra Work done without authority will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this section, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and to cause unauthorized work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

105.13 Claims for Adjustments and Disputes

Whenever the Contractor believes that it is or will be entitled to additional compensation, whether due to delay, extra work, breach of contract, or other causes, the Contractor shall follow the procedures set forth in this Sub-Section.

A. Claims For Acceleration

The Department shall have no liability for any constructive acceleration. If the Department gives express written direction for the Contractor to accelerate its effort, then both parties shall execute a Supplemental Agreement as provided in Subsection 104.03.

B. Claims For Delay and All Other Claims Except Acceleration

- 1. The Department shall have no liability for damages beyond those items which are specifically payable under this Sub-Section.
- 2. The Department will be liable only for those delay damages caused by or arising from acts or omissions on the part of the Department which violate legal or contractual duties owed to the Contractor by the Department. The Contractor assumes the risk of damages from all other causes of delay.

- 3. The parties recognize that delays caused by or arising from right of way problems, defects in plans or design, redesign, changes in The Work by the Department, the actions of suppliers or other Contractors, the shop-drawing approval process, injunctions, court orders and other such events, forces or factors are commonly experienced in highway construction work. Such delays shall not constitute breaches of the Contract. However, such delays may constitute a basis for a claim for delay damages, if found to be in accordance with Subsection 105.13.B.2 above and other provisions of the Contract, and/or a request for a time extension.
- 4. The term "delay" shall be deemed to mean any event, action, force or factor which extends the Contractor's time of performance. This Subsection is intended to cover all such events, actions, forces or factors, whether they be styled "delay," "disruption," "interference," "impedance," "hindrance", "impact" or otherwise.
- 5. Compliance with the provisions of Subsection 105.13 will be an essential condition precedent to any recovery of damages by the Contractor.
- 6. The following items, and only the following items, may be recoverable by the Contractor as "damages:
 - a. Additional direct hourly rates paid to employees for job site labor, including payroll taxes, welfare, insurance, benefits and all other labor burdens.
 - b. Documented additional costs for materials.
 - c. Additional equipment costs, as determined in accordance with this Sub-Section.
 - d. Documented costs of extended job-site overhead. (Not applicable for claims other than delay claims.)
 - e. An additional 15 percent of the total of Subsections 105.13.B.6. a, b, c and d, which sum includes home office overhead and profit.
 - f. Bond costs.
 - g. Subcontractor costs, as determined by, and limited to, those items identified as payable under Subsection 105.13.B.6. a, b, c, d, e, and f.
- 7. For purposes of computing additional equipment costs, rates used shall be based on the Contractor's actual experienced cost for each piece of equipment. These rates shall be supported by equipment cost records furnished by the Contractor. In no case will equipment rates be allowed in excess of 70% of those determined utilizing the "Rental Rate Blue Book," with the appropriate adjustments noted in Subsection 109.05
- 8. The parties agree that, in any claim for damages, the Department will have no liability for the following items of damages or expense:
 - a. Profit, in excess of that provided herein.
 - b. Loss of profit.
 - c. Labor inefficiencies, except as allowed under Subsection 105.13.B.6.a.
 - d. Home office overhead in excess of that provided herein.
 - e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
 - f. Indirect costs or expenses of any nature.
 - g. Attorneys fees, claims preparation expenses, or costs of litigation.
 - h. Interest of any nature.
- 9. NOTICE OF POTENTIAL CLAIM: In any case in which the Contractor believes that it will be entitled to additional compensation, the Contractor shall notify the Engineer in writing of its intent to claim such additional compensation. Such notice shall be given in order that the Department can assess the situation, make an initial determination as to who is responsible, and institute appropriate changes or procedures to resolve the matter.
 - a. Claims for Delay The Department shall have no liability for any delay which occurred more than one week prior to the filing of such written notice. Failure of the Contractor to give such written notice in a timely fashion will be grounds for denial of the claim.
 - b. All Other Claims Except Acceleration and Delay If the Contractor does not file such written notice before beginning the work out of which such claim arises, then the Contractor hereby agrees that it shall have waived any additional compensation for that work and the Contractor shall have no claim thereto.

10. RECORDS: After filing a "Notice of Potential Claim", the Contractor shall keep daily records of all labor, material, and equipment costs incurred for operations affected. These daily records shall identify each operation affected and the specific locations where work is affected. The Department will also keep records of all labor, material, and equipment used on operations affected. At the time and place, as designated by the Engineer, on Monday, or the first work day, of each week following the date of filing a "Notice of Potential Claim", the Contractor shall meet with the Department's representative and present the daily records for the preceding week. If the Contractor's records indicate costs greater than those kept by the Department, the Department will present its records to the Contractor. The Contractor shall notify the Engineer in writing within three (3) work days of any inaccuracies noted in, or disagreements with, the Department's records. Refusal or repeated failure by the Contractor to attend these weekly meetings and present its records will constitute a waiver by the Contractor of any objections as to the accuracy of the Department's records. When the Contractor makes an objection as to the accuracy of the Department's records, the Engineer shall review the matter, and correct any inaccuracies he finds in the Department's records. For purposes of computing damages, the Department's records will control.

In the event the Contractor wishes to contest the accuracy of the Department's records, it may file a petition pursuant to Rule 672-1-.05 of the Official Rules and Regulations of the Department of Transportation. The decision of the Engineer, or, if contested, the decision of the Agency, will be final and binding upon the parties as to any objections to the accuracy of the Department's records, subject to the Contractor's right to judicial review under O.C.G.A. Section 50-13-19.

- 11. On a weekly basis after filing a "Notice of Potential Claim" for delay damages, the Contractor shall prepare and submit to the Engineer written reports providing the following information:
 - a. Potential effect to the schedule caused by the delay.
 - b. Identification of all operations that have been delayed, or are to be delayed.
 - c. Explanation of how the Department's act or omission delayed each operation, and estimation of how much time is required to complete the project.
 - d. Itemization of all extra costs being incurred, including:
 - An explanation as to how those extra costs relate to the delay and how they are being calculated and measured.
 - 2) Identification of all project employees for whom costs are being compiled.
 - 3) Identification of all manufacturer's numbers of all items of equipment for which costs are being compiled.

C. Required Contents of Claims

All claims shall be submitted in writing, and shall be sufficient in detail to enable the Engineer to ascertain the basis and the amount of each claim. The claim submission shall include six (6) printed copies and one (1) digital copy on Recordable disk. All information submitted to the Department under this Subsection will be used exclusively for analyzing the claim, resolving the claim or any litigation which might arise from the claim. At a minimum, the following information shall be provided:

- 1. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any. (Not applicable for claims other than delay claims)
- 2. An as-built chart, CPM scheme or other diagram depicting in graphic form how the operations were adversely affected. (Not applicable for claims other than delay claims except where an extension of time is sought)
- 3. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the
- 4. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.
- 5. A copy of the "Notice of Potential Claim" filed for the specific claim by the Contractor.
- 6. The name, function, and activity of each Department official, or employee, involved in, or knowledgeable about facts that gave rise to such claim.
- 7. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such claim.
- 8. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.
- 9. A statement as to whether the additional compensation or extension of time sought is based on the provisions of the Contract or an alleged breach of Contract.
- 10. The specific provisions of the Contract which support the claim, and a statement of the reasons why such provisions support the claim.

- 11. The amount of additional compensation sought and a break-down of that amount into the categories specified as payable under Subsection 105.13.B.6, above.
- 12. If an extension of time is also sought, the specific days for which it is sought and the basis for such request.

D. Required Certification of Claims

When submitting the claim, the Contractor shall certify in writing, under oath in accordance with the formalities required by Georgia law, as to the following:

- 1. That the claim is made in good faith.
- 2. That supportive data are accurate and complete to the Contractor's best knowledge and belief that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability.

The Contractor shall use the CERTIFICATE OF CLAIM form, which can be obtained from the Department, in complying with these requirements.

E. Auditing of Claims

All claims filed against the Department shall be subject to audit at any time following the filing of such claim, whether or not such claim is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor on behalf of the Department. The audit may begin on ten days notice to the Contractor, Subcontractor, or Supplier. The Contractor, Subcontractor, or Supplier shall make a good faith effort to cooperate with the auditors. Failure to cooperate with the auditor shall constitute a waiver by the Contractor of the claim in its entirety. Failure of the Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. If the claim is part of a suit pending in a court of this state or if the claim becomes a part of a suit in a court of this state, the questions of whether the Contractor has cooperated with the auditor or failed to maintain and retain sufficient records to allow the auditor to verify the claim shall be questions for determination by the judge without the assistance of a jury.

Without limiting the generality of the foregoing, and as a minimum, the auditors shall have available to them the following documents:

- 1. Daily time sheets and foreman's daily reports.
- 2. Project payroll register.
- 3. Profit and loss statements for the Project.
- 4. Payroll tax returns.
- 5. Material invoices, purchase orders, and all material and supply acquisition contracts for the Project.
- 6. Material cost distribution worksheet for the Project.
- 7. Equipment records (list of company equipment, rates, etc.)
- 8. Vendor rental agreements, and subcontractor invoices.
- 9. Subcontractor payment certificates.
- 10. Canceled checks (payroll and vendors) for the Project.
- 11. Job cost report for the Project.
- 12. Job payroll ledger for the Project.
- 13. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
- 14. Cash Disbursements journal for the Project.
- 15. Certified financial statements for all years reflecting the operations on this project.
- 16. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.
- 17. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- 18. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
- 19. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

F. Mediation

After compliance by the Contractor with parts B., C., D. and E. of Subsection 105.13 and if the Contractor's claim has been disallowed in whole or in part, then the Contractor may, within 30 calendar days from receipt of the ruling of the Engineer, make a written request to the Engineer that the claim or claims be referred to mediation.

If requested in accordance with this specification, mediation shall be granted by the Department. In which case, within 30 days of receipt by the Department of the Contractor's request for mediation, the Contractor and the Department will meet to select a mediator. The mediator will then schedule the mediation at a place, time, and earliest date agreeable to the Contractor and the Department.

The Contractor and the Department mutually agree that mediation shall be a condition precedent to the filing of any lawsuit concerning claims or alleged breaches of the Contract. The costs and expenses of the mediator, selected by mutual agreement of the parties, will be divided equally between the Department and the Contractor. Each party to the mediation shall bear its own costs of preparing for and participating in the mediation.

G. Remedies Exclusive

In the event any legal action is instituted against the Department by the Contractor on account of any claim for additional compensation, whether on account of delay, acceleration, breach of contract, claimed extra work, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in Sub-Section 105.13.

105.14 Maintenance During Construction

The Contractor shall maintain the project during construction and until the Project is accepted. This maintenance shall constitute the continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that all areas of the project are kept in satisfactory condition at all times.

The Contractor's area of responsibility for maintenance is confined to the physical construction limits plus any areas affected by the Contractor's activities. Once maintenance acceptance or final acceptance has been made, the Contractor is no longer responsible for damage to The Work other than that attributable to the Contractor's actions or inadequate construction.

In case of separate contracts, each Contractor shall be responsible for any damage to the completed work of others caused by his actions or negligence. Where the work of one Contractor has been accepted by the Department, the Contractor performing subsequent work in the area shall be responsible for the maintenance and protection of all work previously completed.

If separate bridge contracts are let within the limits of a Roadway Project and the Bridge Contractor completes his Contract before the Roadway Contractor, the Bridge Contract may be accepted and the Roadway Contractor will be responsible for maintenance of the new bridge until it is opened to traffic. If the Roadway Contractor hauls materials across the bridge the Roadway Contractor shall protect the endposts, deck surface, deck edges, joints, and all other vulnerable features of the bridge by use of adequate timber or earth cushions as directed by the Engineer. The Roadway Contractor shall repair all damage caused by such use, including resealing of joints and rerubbing of finish at his own expense.

All cost of maintenance work during construction and before the Project is accepted shall be included in the Unit Prices Bid on the various Pay Items and the Contractor will not be paid an additional amount for such work except as provided in Subsection 104.05.B.

The Contractor shall not allow vegetative growth at any time to obstruct signs, delineation, traffic movements, or sight distance. The Contractor shall at intervals not to exceed six months, clean up and remove litter and debris; remove weeds from around guardrail, barrier, poles, standards, utility facilities, and other structures; and cut or trim trees, bushes or tall grass. These requirements shall apply to all areas within the project termini and lateral limits.

105.15 Failure to Maintain Roadway or Structures

If at any time, the Contractor fails to comply with the provisions of Subsection 105.14, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy the unsatisfactory maintenance within 48 hours after receipt of such notice, the Engineer may immediately proceed to maintain The Work, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor under the Contract. As an alternative to the Engineer's maintaining the Work, all the Items and quantities of work done, but not properly maintained, may be deducted from the current progress estimate, even if such Items have been paid for in a previous estimate.

105.16 Final Inspection and Acceptance

A. Corrective list

Excluding resurfacing projects, no less than 60 (Sixty) calendar days prior to the Contract Completion Date the Engineer will hold a Closing Conference and perform an inspection of the Work. Any items found unsatisfactory during this inspection will be detailed as necessary remedial work and provided to the Contractor in the form of a Corrective list. A Corrective list is intended to facilitate timely completion of the Work. Resurfacing projects necessitate the Engineer commence a Closing Conference and inspection no less than 14 calendar days to the Contract Completion Date unless otherwise arranged and agreed to by the Contractor.

The Contractor is encouraged to request additional inspections earlier in the Project as major portions of the work appear complete.

Production of a Corrective list does not, in any way, represent a Final Inspection having been performed.

B. Final Inspection

Upon receipt of due written notice from the Contractor of completion of the entire Project, the Engineer will schedule and make an inspection for Acceptance within 7 business days. No time charges shall be applied to the Contractor for the Engineer's inability to meet the 7 business day allowance. If all construction provided for and contemplated by the Contract is found completed to the Engineer's satisfaction and all documents required in connection with the Project have been submitted by the Contractor, the Engineer will consider this the Final Inspection. The Engineer will subsequently make the Final Acceptance and notify the Contractor in writing of this acceptance. The Engineer will have the final decision on when the Project is complete.

If, however, the Inspection discloses any work, in whole or part, as being unsatisfactory, the Engineer will detail the remedial work required to achieve acceptance and provide the Contractor the necessary instructions for correction of same. Only one list of instructions will be generated by the Engineer. The Contractor shall immediately comply with and execute such instructions. Subsequent inspections will be made on the remedial work until the Engineer accepts all Work. Such subsequent inspections are only for the purpose of assessing completion of the instructions provided. When all construction provided for and contemplated by the Contract is found completed to the Engineer's satisfaction, including submission of all documents required in connection with the Project, the Engineer will make the Final Acceptance and notify the Contractor in writing of this acceptance.

When the Contractor has finished a major portion of the Contract, the Contractor may request that a semi-final inspection be made. At the discretion of the Engineer, who shall be sole judge as to making the inspection, if the work is satisfactory, as described in the first paragraph of this Section, that portion of the Contract may be accepted, opened to traffic, if not already carrying traffic, and the Contractor relieved of the maintenance obligations as described elsewhere in these Specifications.

Such partial acceptance shall in no way relieve the Contractor of responsibility for satisfactory completion of the Contract, or for failure of any portion of the accepted work prior to Final Acceptance of the Project.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 106—Control of Materials

Delete Section 106 and substitute the following:

106.01 Source of Supply and Quantity of Materials

The materials used in The Work shall meet all quality requirements of the Contract. Materials will not be considered as finally accepted until all tests, including any to be taken from the finished Work have been completed and evaluated. To expedite the inspection and testing of materials, the Contractor shall notify the Engineer in writing of his proposed sources of materials at least 2 weeks before delivery, or earlier if blend determinations or mix designs are required. When required, representative preliminary samples of the character and quality prescribed shall be submitted for examination and testing. The approval of preliminary samples does not obligate the Engineer to accept materials from the same source delivered later. If, after trial, it is found that sources of supply for previously approved materials do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor shall furnish materials from other sources. The Engineer shall have the right to reject the entire output of any source from which he finds it is impractical to secure a continuous flow of uniformly satisfactory material.

Upon request by the Department, the Contractor shall furnish formal written invoices from the materials suppliers.

The invoice shall show the date shipped, the quantities, and the unit prices.

The Contractor shall purchase materials from suppliers who are willing for the Contractor to furnish the Department copies of invoices as noted herein upon request by the Department.

Materials used and operations performed under <u>Section 400- Hot Mix Asphaltic Concrete Construction</u>, shall be controlled and tested by the Contractor. This shall be done in such a manner as to produce a uniform product that meets Specification requirements. In the event the Contractor's quality control procedures do not achieve the desired objective, operations shall be suspended until satisfactory results are obtained.

The Contractor's quality control personnel shall be properly instructed and trained to perform all tests and make calculations, and shall be competent to control all processes so that the requirements are met.

106.02 Unacceptable Material

All material not conforming to the requirements of the Specifications will be considered as unacceptable. All unacceptable materials, whether in place or not, will be rejected and shall be removed immediately from the site of The Work unless otherwise directed by the Engineer. In case of failure by the Contractor to comply promptly with any order by the Engineer to remove rejected materials, the Engineer shall have authority to have such rejected materials removed by other means and to deduct the expense of such removal from any monies due, or to become due, to the Contractor. No rejected materials, the defects of which have been corrected, shall be used until the Engineer has given approval.

106.03 Samples, Tests, Cited Specifications

All materials will be inspected, tested, and approved by the Engineer before incorporation into The Work. Samples will be taken by a qualified representative of the Department. Unless otherwise designated, tests will be made by and at the expense of the Department and in accordance with methods of AASHTO, ASTM, or the published Specifications of any other designated organization that are current on the date of advertisements for bids. Copies of all tests will be furnished to the

Contractor's representative at his request. Sampling and testing by the Department will be performed in accordance with the Sampling, Testing and Inspection Manual.

For work performed under Section 400- Hot Mix Asphaltic Concrete Construction all materials shall be inspected and tested by the Contractor before incorporation into The Work. The Contractor's Quality Control Technician shall sample and test all quality control samples. The Contractor's quality control tests may be used as acceptance tests at the discretion of the Engineer. Sampling and testing by the Contractor shall be performed according to the Sampling, Testing, and Inspection Manual. Copies of all tests performed by the Contractor shall be furnished to the Engineer and will become a part of the project records. The Department will be responsible only for determining the acceptability of the construction and materials incorporated therein. The Contractor shall be responsible for the quality of the construction and materials incorporated therein. The Department will monitor the Contractor's Quality Assurance Acceptance Program to verify test accuracy.

A. Testing and Acceptance Plans

A Lot: Work will be accepted on a Lot-to-Lot basis in accordance with the requirements specified in the Acceptance Plans specified in Section 400- Hot Mix Asphaltic Concrete Construction. Lot sizes will normally be specified. In the event, however, that operational conditions cause work to be interrupted, or only partially completed before the Lot size specified has been achieved, the Lot may be redefined by the Engineer as being either the amount of work accomplished within the day, or he may combine that work with the next Lot of work. A Lot is set forth in these Specifications as a defined quantity of a specified material from a single source or a measured amount of specified construction assumed to be produced by the same process.

Acceptance Plans: The Acceptance Plan for a material, product, or an Item of construction, or completed work will be as specified hereinafter in <u>Section 400</u> and <u>Section 430</u> of these Specifications. However, in addition to the following conditions, the Department reserves the right to test any additional material for work that appears defective and to require correction if necessary prior to Final Acceptance of the Project.

Resampling of Lots: It is the intent of these Specifications that Lots of materials, products, Items of construction, or completed construction will meet Specification requirements at the time of submission. Resampling of deficient Lots as a basis for check tests may be done by the Engineer at his option.

Non-conforming Lots, which can be corrected by reworking, will not be re-sampled before such corrective action is taken. Sampling and testing of reworked areas shall be at the expense of the Contractor.

Acceptance or Rejection: Nonconforming Lots, materials, products, or Items of construction that are not adaptable to correction by reworking shall be removed and replaced, accepted without payment, or accepted at an adjusted price as stated in the Specifications, or if not stated, as directed by the Engineer.

Following the application of the Acceptance Plan, the decision of the Engineer shall be final as to the acceptance, rejection, or acceptance at an adjusted price of the Lots unless the Contractor elects to remove and replace any deficient materials or work at his expense.

Adjusted Payment:

Single Deficiency: A single deficiency is defined as a deficiency involving one characteristic of a material within a Lot. In the case of single-characteristic deficiency, it shall be used directly to determine an adjusted Contract Price.

Multiple Deficiency: A multiple deficiency is defined as deficiencies involving more than one characteristic of construction within a Lot. In the case of multiple deficiencies, the related adjusted percentage of Contract Price for each characteristic shall be determined and the greatest reduction in price shall be used to determine the Contract Unit Price to be paid. Should the total adjustment for any individual Lot be 50 percent or more, the Engineer will determine whether the deficient Lot should be removed and replaced or allowed to remain in place. No payment will be made for the original Lot or for its removal. Replacement of the Lot will be paid for in accordance with the provisions for the Item.

106.04 Plant Inspection

At the option of the Engineer, materials may be sampled and tested at the source of supply. In the event plant inspection is undertaken, the following conditions shall be met:

Section 106—Control of Materials

- A. The Engineer shall have the cooperation and assistance of the Contractor as well as the Contractor's material supplier.
- B. The Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- C. If specified in the Proposal, the Contractor shall arrange for an approved building for the use of the inspector; such building to be located conveniently near the plant, independent of any building used by the material producer, and conforming to the requirements of <u>Subsection 106.11</u> and <u>Section 152.</u>
- D. Adequate safety measures shall be provided and maintained. This shall include sampling valves on storage tanks for bituminous materials and safety stands for use in sampling from truck beds.
- E. It is understood that the Department reserves the right to retest all materials which, prior to incorporation into The Work, have been tested and accepted at the source of supply and after the same have been delivered. The Department further reserves the right to reject all materials which, when retested, do not meet the requirements of the Contract Specifications.

106.05 Materials Certification

For certain products, assemblies, and materials, in lieu of normal sampling and testing procedures by the Contractor and the Department, the Engineer may accept from the Contractor the manufacturer's certification with respect to the product involved, under the conditions set forth in the following paragraphs:

- A. The certification shall state that the named product conforms to the Department's requirements and that representative samples thereof have been sampled and tested as specified.
- B. The certification shall either:
 - 1. Be accompanied with a certified copy of the test results, or
 - 2. Certify that such test results are on file with the manufacturer and will be furnished to the Engineer upon demand.
- C. The certification shall give the name and address of the manufacturer and the testing agency and the date of tests, and shall set forth the means of identification which will permit field determination of the product delivered to the project as being the product covered by the certification.
- D. The certification shall be in duplicate with one copy to be sent with the shipment of the covered product to the Department's Project Engineer, and with one copy sent to Office of Materials and Research, 15 Kennedy Drive Forest Park, Georgia 30297.
 - No Certificate will be required for Portland Cement when furnished from a manufacturer approved by the Department.
- E. The Department will not be responsible for any costs of certification or for any costs of the sampling and testing of products in connection therewith.
- F. The Department reserves the right to require samples and to test products for compliance with pertinent requirements irrespective of prior certification of the products by the manufacturer. Any materials that fail to meet specification requirements will be rejected.

106.06 Agricultural Lime and Fertilizer

The sale and distribution of Fertilizers and Agricultural Lime are governed by Acts of the Georgia General Assembly and Rules and Regulations of the State Department of Agriculture.

Therefore, either of these materials may be sampled by authorized representatives of the State Commissioner of Agriculture. The Contractor may use these materials in The Work without sampling provided he notifies the Engineer 48 hours in advance of anticipated delivery to the job site. The Engineer reserves the right to request random sampling by a representative of the State Department of Agriculture.

The Contractor will not be expected to withhold application pending completion of tests, but will not be relieved of the responsibility for the quality of the material furnished. In the event a sample fails to meet the requirements of the Georgia Law as evidenced by a report furnished by the Commissioner of Agriculture, the Engineer will deduct from monies due to the Contractor a sum equal to the penalty authorized by the above referenced Act.

106.07 Sample Holes

All holes dug or drilled for the purpose of taking samples or determining thickness any time before Final Acceptance of the Project shall be repaired by the Contractor.

The material replaced shall be compacted and finished to the satisfaction of the Engineer. Costs of this work shall be included in the appropriate Bid Items.

106.08 Storage of Materials

For purposes of this Specification, flammable materials are defined as those materials capable of being easily ignited and of burning quickly. Combustible materials are those materials capable of producing a usually rapid chemical process that creates heat and usually light.

Portions of the right-of-way, approved by the Engineer, may be used for material storage purposes and for the placing of the Contractor's plant and equipment. Additional space required must be provided by the Contractor at no additional expense to the Department. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished.

Materials shall be stored to assure the preservation of their quality and fitness for The Work, and shall be located so as to facilitate their prompt inspection. Stored materials, even though approved before storage, may again be inspected before their use in The Work.

All storage sites shall be restored to their original condition by the Contractor at no additional expense to the Department.

No flammable or combustible materials or harmful chemicals shall be stored within 200 ft (60 m) of a structure, to include but not limited to bridges nor within 200 ft (60 m) of a roadway open to traffic. Such materials shall be stored in accordance with directions from the manufacturer and any applicable requirements of the Georgia Office of the Safety Fire Commissioner, Georgia Department of Community Affairs and current edition of the International Fire Code.

106.09 Handling Materials

All materials shall be handled in such a manner as to preserve their quality and fitness for The Work. Aggregates, and mixtures of aggregates with other materials, shall be transported from the storage site to The Work in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order that there may be no inconsistency in the qualities of the materials intended for incorporation into The Work as loaded and the qualities as actually received at the place of operation. The actual incorporation of the material in The Work shall be such that the quality and fitness of the material is retained and no segregation results.

106.10 Local Material Sources

A. Sources Shown on the Plans

Possible sources of local materials and/or disposal areas may be designated on the Plans. The quality of materials in such deposits will be acceptable in general but the Department does not warrant either the quality or the quantity of materials shown on the Plans. The Contractor shall determine the amount of equipment and work required to produce a material meeting the Specifications. Pit mixing, selective excavation, and other such operations shall be expected and the Contractor shall determine the extent of these activities. It shall be understood that it is not feasible to ascertain from samples the limits for an entire deposit and that variations in quality and quantity shall be considered as usual and are to be expected.

- 1. When easements to secure local materials and/or disposal areas are obtained by the Department, the Plans will show the locations of the pits or areas, the amount of royalties and other costs and conditions of acquisition of the material. In all cases where the Department has secured easements for material pits and/or disposal areas, these easements will be assigned to the Contractor who shall make prompt payment to the owners of such pits for all royalty and crop damage costs for materials and/or areas, and who shall further fulfill all of the terms of the Easement. The Department does not warrant the title or any interest of the property owner in such Easements.
- 2. If the Contractor elects to use only a portion of the materials or area estimated to be available in any pit or disposal area, or only clears or partially clears the pit or area, and does not remove or deposit any material, he shall make a

minimum payment to the property owner of at least 33-1/3 percent of the estimated value of the pit or areas as shown in the Easement, plus any crop damage costs called for by the Easement.

The Contractor shall, before receiving final payment from the Department, submit to the Engineer a written statement signed by the owner stating that the owner has been paid in full and that all conditions agreed to have been fulfilled to the satisfaction of the owner. The Department will not take any separate payment to the Contractor for these material acquisition costs except that reclamation of the pit or area, if required, will be paid for in accordance with Section 160.

Should the Contractor fail to pay the property owner within 60 days after ceasing to use the pit or area, the Department may pay directly to the property owner any amounts due and deduct same from any funds due the Contractor. This provision does not affect the obligation of the Contractor under his Bond or the rights of the property owner or the Department under the Bond.

B. Substitution of Sources of Materials

1. If, after the Contract is awarded, the Contractor wishes to substitute other sources for sources designated on the Plans, he may do so provided the material to be substituted conforms to the Specifications. The Contractor shall make all necessary arrangements with the property owners for removal of the material from substituted pits. Payment will be made for Clearing and Grubbing, Stripping Excavation, Pit Reclamation, and Ditch Excavation only to the extent required for pits shown in the Plans. This does not relieve the Contractor from planting a satisfactory cover crop of the type called for on the Plans or required by the Specifications on all scarred areas created by the removal of materials.

In the event the Contractor substitutes a source for soil-cement, soil-bituminous, or other material to be stabilized, and the Engineer determines that the substitute source requires more stabilizing agent than the Plan pit, no payment will be made for the additional stabilizing agent required.

2. Substitution sources will not be allowed where the resulting scars will present an unsightly appearance from any State or Federal highway.

C. Material Pits Furnished By the Contractor

When sources of any, or all, local materials are not shown on the Plans, or when location maps of possible sources of materials are shown on the Plans for information but no Easements are obtained, the Contractor shall provide sources of material meeting Contract requirements and acceptable to the Engineer. The Contractor shall make arrangements with the property owner regarding rights to remove material from the pits but prior to Final Acceptance of the Project by the State, the Contractor shall furnish the Engineer documentary proof of payment to the property owner for all materials as stated in Subsection 106.10.A.2 above. Under these circumstances, no separate payment will be made for Clearing and Grubbing, or Reclamation of Pits. Material sources shall not be excavated at locations where the resulting scars will present an unsightly appearance from any State or Federal highway. No payment will be made for material obtained in violation of this provision.

The Contractor shall provide a survey and sketch for all contractor-furnished material pits and haul road routes in accordance with the following:

The pit boundaries and haul road routes shall be selected and staked at 200 ft (60 m) intervals or as required by the Engineer. Minimum work shall include measurement of pit boundaries and haul road routes using a chain or stadia and measurement of angles or bearings using a transit or a Brunton Compass. Pit boundaries and haul road routes shall be adequately marked and referenced to a centerline station number on the project.

D. Haul Roads

Unless specifically provided, no separate payment will be made to the Contractor for construction or maintenance of any roads constructed for hauling materials. The cost of constructing, maintaining, and revegetating, if necessary, these haul roads shall be included in the prices bid for the Pay Items pertaining to the part of The Work in which the materials are used. Other designated Haul Roads will be paid for in accordance with <u>Section 233</u>.

106.11 Field Laboratory

The Contractor may be required to provide a field laboratory on or near the Project consisting of a suitable building in which to house and use the equipment necessary to perform the required tests. The building, if required, will meet the requirements of and be paid for in accordance with <u>Section 152</u>.

At all permanent plants producing asphaltic concrete, Portland cement concrete or cement stabilized base course materials, a fully equipped plant laboratory shall be furnished at no expense to the Department.

106.12 Inspection for Non-Domestic Materials

A. Materials Manufactured Outside the United States

Materials which are manufactured outside the United States shall be delivered to a distribution point in the United States, where the materials shall be retained for a sufficient period of time to permit inspection, sampling, and testing. The Contractor, at no cost to the Department, shall furnish facilities and arrange for all testing as required by the Engineer to ensure that the materials comply with the Specifications. All such tests shall be made in the presence of the Engineer or his representative, and if the tests are performed outside of the boundaries of the State of Georgia and its contiguous area, the Contractor shall reimburse the Department for the expenses actually incurred by the Engineer or his representative in attending the tests.

B. Certified Mill Test Reports

Certified mill test reports shall be furnished for all materials obtained from foreign manufacturers. Such reports shall be printed in English and shall be clearly identifiable to the lot of material tested.

C. Materials from Foreign Manufacturers

Materials shall be furnished only from those foreign manufacturers who have previously established, to the satisfaction of the Engineer, the sufficiency of their in-plant quality control which will give satisfactory assurance of the manufacturer's ability to furnish material uniformly and consistently in compliance with the Specifications. Such sufficiency shall be established by detailed written evidence to the Engineer's satisfaction, or, if deemed necessary, through in-plant inspection by the Engineer or his representative; the cost of such inspection to be reimbursed by the Contractor.

D. Structural Steel Fabricated Outside the State of Georgia

In the event the Contractor elects to have items of structural steel fabricated outside the boundaries of the State of Georgia and its contiguous area, the Contractor shall reimburse the Department for the actual cost of the shop inspection of such fabrication in excess of the average inspection cost for shop inspection of fabrication within the State of Georgia and its contiguous area. Such actual costs of shop inspection may include the actual expenses incurred by the Engineer or his representative in making an in-plant inspection, arranging for an approved inspection agency to make the shop inspection, and the cost of the shop inspection by the approved inspection agency.

E. Department Reimbursement

In the event the Contractor fails to reimburse the Department promptly for any of the costs established by this provision, the Contractor agrees that the amount of such costs may be deducted from amounts of money owing to the Contractor on Monthly Estimates or Final Estimate.

F. Definitions

The following definitions shall apply to <u>Subsection 106.12</u>.

United States: The geographical area of the United States of America excluding its territories and possessions.

State of Georgia and Contiguous Area: The geographical area within the State of Georgia and those states which share a common border with the State of Georgia.

Average Inspection Cost: The average of the actual expenses incurred in making an inspection within the area designated as determined by the Engineer.

Foreign Manufacturer: A manufacturer of materials where the materials are manufactured outside the geographical area of the United States.

106.13 Out of State Materials Payment

Materials payments to Contractors who elect to have materials fabricated and stored outside the boundaries of the State of Georgia shall be made under the following guidelines.

The Contractor shall submit a written request to the Engineer for an inspection of out-of-state materials. This request shall state that the Contractor agrees to reimburse the Department for the actual cost of travel, subsistence, and extra expense incurred by the Department in the execution of this inspection and any subsequent inspection that may be necessary. This request shall be signed by a person legally responsible to bind the company and shall be notarized.

In the event the Contractor fails to reimburse the Department promptly for any of the costs established by this provision, the Contractor agrees that the amount of such costs may be deducted from amounts of money owing to the Contractor on Monthly Estimates or Final Estimate.

The above requirements are not applicable to the fabrication and materials payment for structural steel, prestress beams, precast bridge units, and piling for bridge construction within the states which share a common border with the State of Georgia.

First Use: June 2016

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 107 – Legal Regulations and Responsibility to the Public

Delete Section 107 and Substitute the following:

107.01 Laws to Be Observed

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, codes, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on The Work, or which in any way affect the conduct of The Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, decrees, and permits; and shall protect and indemnify the Department and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, code, regulation, order, decrees, and permits, whether by himself, his employees, subcontractors, or agents.

107.02 Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of The Work.

107.03 Patented Devices

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the Department from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Department for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of The Work.

107.04 Restoration of Surfaces Opened By Permit

The right to construct or reconstruct any utility service in the highway or street and to grant permits for the same at any time, is expressly reserved by the Department for the proper authorities of the municipality or county in which The Work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or highway, or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the street or highway must secure a permit from the Department. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the street or highway. When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as Extra Work, or as provided in the Specifications, and will be subject to the same conditions as original work performed.

107.05 Federal-Aid Provisions

When the United States Government pays all or any part of the cost of a project, the Federal laws and the rules and regulations made pursuant to such laws must be observed by the Contractor, and The Work shall be subject to the

inspection of the appropriate Federal agency. Such inspection shall in no sense make the Federal Government a party to this Contract and will in no way interfere with the rights of either party hereunder.

107.06 Sanitary Provisions

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

107.07 Public Convenience and Safety

The Contractor shall at all times so conduct The Work as to assure the least possible obstruction of traffic. The safety and convenience of the general public and the residents along the highway and the protection of persons and property shall be provided for by the Contractor as specified under Subsection 104.05, Subsection 107.09, Section 150, the Project Plans, and Special Provisions.

Traffic whose origin and destination is within the limits of the Project shall be provided ingress and egress at all times unless otherwise specified in the Plans or Special Provisions. The ingress and egress includes entrance and exit via driveways at the various properties, and access to the intersecting roads and streets. The Contractor shall maintain sufficient personnel and equipment on the project at all times, particularly during inclement weather, to ensure that ingress and egress are provided when and where needed.

Two-way traffic shall be maintained at all times unless otherwise specified or approved. The Contractor shall not stop traffic without permission granted by the Engineer.

All equipment used on The Work shall come equipped with factory-installed mufflers, or manufacturer's recommended equivalent, in good condition. These mufflers shall be maintained in good condition throughout the construction period.

107.08 Railroad-Highway Provisions

All work to be performed by the Contractor on a railroad company's right-of-way or property shall be done in a manner satisfactory to the chief engineer of the railroad company, or his authorized representative, and shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the railroad company. The Contractor shall use all reasonable care and precaution in order to avoid accidents, damage, or unnecessary delay or interference with the railroad company's trains or other property, or property of tenants of railroad company.

The Contractor shall notify the railroad company and obtain its approval before commencing work on the railroad company's right-of-way or property.

The Contractor shall determine what measures are required by the railroad company to protect its operations and right-of-way or property during construction. Such protection may include the use of a flagger or flaggers provided by the railroad company. The Contractor shall be responsible for ensuring that the required protection is provided and shall pay the railroad company directly for any and all such services which may be required to accomplish the construction unless otherwise specified.

Any temporary grade crossings or other means needed during construction by the Contractor for transporting materials of any nature and/or equipment across the railroad tracks will be the responsibility of the Contractor to handle directly with the railroad company and bear all costs incidental to such crossings including flagging services provided by the railroad company.

A "Special Provisions for the Protection of Railroad Interests" may be included in the proposal to stipulate insurance and other requirements of the railroad company.

107.09 Barricades and Danger, Warning, and Detour Signs

The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with these Specifications, Project Plans, Special Provisions, and the MUTCD, and take all necessary precautions for the protection of the work and safety of the public.

Unless otherwise specified, all traffic control devices furnished by the Contractor shall remain the property of the Contractor.

107.10 Forest Protection

In carrying out work within or adjacent to State or National Forests, or any other forests, parks, or other public or private lands, the Contractor shall obtain necessary permits and comply with all of the regulations of the appropriate authorities having jurisdiction over such forest, park, or lands. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, obtain permits for the construction and maintenance of all construction camps, stores, warehouses, residences, latrines, cesspools, septic tanks, and other structures in accordance with the requirements of the appropriate authority.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require his employees and subcontractors, both independently and at the request of forest officials, to do all reasonably within their power to prevent and suppress and to assist in preventing and suppressing forest fires; to notify a forest official at the earliest possible moment of the location and extent of any fire seen by them; and to extinguish or aid in extinguishing nearby fires.

107.11 Construction Over or Adjacent to Navigable Waters

A. Navigation to Be Protected

Since navigable waterways are under the jurisdiction of the United States Coast Guard and/or the United States Army Corps of Engineers, all work done in, over, on or adjacent to such waters shall comply with their requirements. Free navigation shall not be impeded, and navigable depths shall be maintained.

The Contractor shall comply with permits issued by the United States Coast Guard and/or the United States Army Corps of Engineers, and the Contractor shall obtain and comply with other permits in accordance with the requirements of Subsection 107.02

Special Provisions for environmental protection may be included in the proposal to stipulate environmental commitments and other requirements.

B. Obstructions to be Removed

When the construction has progressed enough to permit removal, all falsework, piling and other obstructions shall be removed to the satisfaction of the Federal agency having jurisdiction. In all cases such clearing must be done thoroughly before The Work will be accepted by the Department.

107.12 Use of Explosives

When the use of explosives is necessary for the prosecution of The Work, the Contractor shall exercise the utmost care not to endanger life or property, and shall obey all State, Federal and other Governmental regulations applying to transportation, storage, use, and control of such explosives. The Contractor shall be completely responsible for any and all damage resulting from the transportation, storage, use, and control of explosives in the prosecution of The Work by the Contractor, the Contractor's agents, or employees; and shall hold the Department harmless from all claims of damages resulting in any manner therefrom.

The Contractor shall notify each public utility owner having structures or other installations, above or below ground, near the site of The Work of his intention to use explosives. Such notice shall be given sufficiently in advance to enable the utility owners to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for all damages resulting from his blasting operations.

All explosives shall be stored securely in compliance with all laws and ordinances, and all such storage places shall be clearly marked DANGEROUS EXPLOSIVES. Explosives and detonators shall be stored in separate storage facilities in separate areas. Where no laws or ordinances apply, locked storage shall be provided satisfactory to the Engineer, never closer than 1,000 ft (300 m) from any travel-road, building, or camping area.

In all cases where the transport, storage, or use of explosives is undertaken, such activities shall be controlled and directed by fully qualified representatives of the Contractor.

Whenever electric detonators are used, all radio transmitters shall be turned off within a radius of 500 ft (150 m). No blasting supplies shall be transported in vehicles with two-way radio unless the transmitter is turned off, or extra shielding precautions are taken. Appropriate signs shall be placed so as to give ample warning to anyone driving a vehicle equipped with two-way radio. Electrical detonators will not be used within 500 ft (150 m) of a railroad.

Submit a blasting plan to the Engineer a minimum of five working days prior to use of explosives that provides details of the proposed blasting plan, including, but not limited to, the type and amount of explosives, the shot sequence, the description of and distance to the closest inhabitable structure, and other information as requested by the Engineer. Submission of blasting plan does not relieve the contractor of the responsibility for the adequate and safe performance of the blasting.

107.13 Protection and Restoration of Property and Landscape

A. General Provisions

The Contractor shall be responsible for the preservation of all public and private property, crops, fish ponds, trees, monuments, highway signs and markers, fences, grassed and sodded areas, etc. along and adjacent to the highway, and shall use every precaution necessary to prevent damage or injury thereto, unless the removal, alteration, or destruction of such property is provided for under the Contract. The Contractor shall use suitable precaution to prevent damage to all underground structures, whether shown on the Plans or not, and shall protect carefully from disturbance or damage, all land monuments and property marks until the Engineer has witnessed or otherwise referenced their location and shall not move them until directed. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and he shall not remove or cut them without proper authority.

The Contractor shall be responsible for all sheet piling, shoring, underpinning, etc., as may be required for the protection of abutting property, nearby buildings, streets, and the like.

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of The Work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing The Work, or at any time due to defective work or materials, and said responsibility will not be released until the Project shall have been completed and accepted.

When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the operations shall be temporarily discontinued. The Engineer will contact archeological authorities and the Office of Environmental Services to determine the disposition thereof. When directed by the Engineer, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and shall remove them for delivery to the custody of the proper authorities. Such excavation will be considered and paid for as Extra Work.

When the Contractor's normal operations are delayed by such stoppage or extra work, an appropriate time extension will be granted.

The Contractor shall plan, coordinate, and prosecute the work so that disruption to personal property and business is held to a practical minimum.

No resident or business shall be denied vehicular access to their property for any length of time other than as determined by the Engineer is absolutely necessary. Where two or more existing driveways are present for a business, only one existing driveway shall be closed at any time. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing, and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris are removed in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained.

The work described above shall be in addition to that required by Subsection 104.07, "Final Cleaning Up" and Subsection 105.16, "Final Inspection and Acceptance".

B. Erosion and Siltation Control

The Contractor shall take all necessary measures throughout the life of the Project to control erosion and silting of rivers, streams, and impoundments (lakes, reservoirs, etc.). Construction of drainage facilities as well as performance of other Contract work which will contribute to the control of erosion and siltation shall be carried out in conjunction with clearing and grubbing, and earthwork operations as stipulated in Section 161.

C. Pollution

The Contractor shall exercise every reasonable precaution throughout the life of the Contract to prevent pollution of rivers, streams or impoundments. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage and other harmful waste shall not be discharged into or alongside rivers, streams, and impoundments, or into natural or manmade channels leading thereto. The Contractor shall also comply with the applicable regulations of other State and Federal departments and to all governmental statues relating to the prevention and abatement of pollution.

D. Insect Control Regulations

The Plant Pest Control Division of the U.S. Department of Agriculture and the Georgia State Department of Agriculture restrict the movement of certain items from areas infested with Japanese Beetles or Imported Fire Ants so as to prevent the spread of these pests to non-infested areas. Where insect infested areas are shown on the Plans, Contractors will control their operations in such a manner as to comply fully with the requirements of Section 155.

E. Reclamation of Material Pits and Waste Disposal Areas

Whenever or wherever the Contractor obtains material from a source or wastes material on an area other than within the Right-of-Way, regardless of the fashion, manner or circumstances for which the source or area is obtained, it shall be reclaimed in accordance with the requirements of Section 160.

F. Mailboxes

The property owner shall have the responsibility for removing and relocating the mailbox to an area outside construction limits.

The Engineer will mark a point for the relocation of the box. The stake should be set so that the location of the box will be convenient to both the mail carrier and the patron, yet not interfering with the proposed work. It may be necessary for the Engineer to confer with the Post Office serving the area.

The Contractor shall notify each affected owner, in writing, that their mailbox is in conflict with the proposed construction, that they have ten days to relocate the box and that, after the expiration of the 10 days' notice, if the owner has not relocated the box, it shall be removed by the Contractor and laid upon the owner's property, clear of the Right-of-Way.

Any cost to the Contractor for removing the mailboxes as stated above shall be included in the price bid for other items.

G. Failure to Comply

Failure of the Contractor to comply with any of the above provisions or to install erosion prevention items included in the Contract at the time specified, will be evidence of omission and neglect, and the Contractor will be liable for damages as outlined in Subsection 107.13.H below. Furthermore, the Engineer shall withhold payment on all Contract Items until such time as the Contractor complies in full with all of the aforesaid provisions.

H. Payment for Damages

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner.

I. Compensation

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.

107.14 Load Restrictions

It is hereby agreed between the Department and the Contractor that in the performance of The Work under the Contract, the following load restrictions and stipulations shall be in full force and effect during the life of the Contract:

A. Parties Affected

The load restrictions and stipulations contained herein shall be applicable to the equipment of the Contractor; each agent or subcontractor employed by the Contractor; and each person or persons, firm, partnership, corporation or any combination thereof, hauling materials, supplies or equipment to or on the Project, by or for the Contractor.

B. Within Project Limits

No hauling equipment which is loaded beyond those limits provided by State Law shall be permitted on any portion of the new or existing pavement structure except that such loads will be permitted on nonstabilized bases and subbases prior to placing roadway paving subject to the provisions of Subsection 107.17.

Axle loads and gross weight limits will be evaluated in accordance with current Georgia Law.

All damage caused by any equipment to any permanent installation or portion of The Work shall be promptly repaired by the Contractor at his expense. When it becomes necessary to cross existing pavement with excessive loads, the Contractor shall provide and remove, at his own expense, proper cushioning by means of earth blanket or otherwise as directed.

C. Outside Project Limits

All equipment users included in Subsection 107.14.A, above, operating equipment on roads outside the Project limits shall be governed by the following regulations:

- 1. No vehicle shall carry any load in excess of that specified by Georgia Law.
- 2. On County System roads the maximum total gross weight shall not exceed 56,000 lbs. (25,400 kg) unless a vehicle is making a pickup or delivery on such roads.
- 3. For a specific individual trip the above weight limitations may be exceeded provided a special permit is obtained from the Department for each such movement. A special permit will not relieve the Contractor of liability for damage that may result from such a movement. Refer to O.C.G.A §32-6-26 Weight of Vehicle and Load, SB54 (2011) for compliance with weight limitations and exceptions.
- 4. Authorized personnel of the Department of Public Safety shall be permitted to weigh each truck hauling material to the Project whenever the Department so desires. The owner of each truck shall instruct his operators to cooperate with and assist the truck weighers in every way possible.
- 5. A Certified Public Weigher operating under the provisions of Standard Operating Procedure 15 shall not dispatch any vehicle loaded with material to be incorporated into the Project when the gross vehicle weight exceeds the limit established by law.
- 6. Ready Mix Concrete trucks shall comply with load restrictions as specified in Laboratory Standard Operating Procedure 10, "Quality Assurance for Ready-Mixed Concrete Plants in Georgia."

D. Responsibilities

It will be the responsibility of the Contractor to advise his personnel, and all equipment users included in Subsection 107.14.A, as to the load restrictions and stipulations contained herein.

E. Excess Loads and Violations

If multiple violations assignable to a given Certified Public Weigher are occurring, that Certified Public Weigher may be suspended from weighing materials dispatched to Department of Transportation projects.

107.15 Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Department, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding The Work; or through use of unacceptable materials in constructing The Work; or because of any act of omission, neglect or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Workmen's Compensation Act, or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the Department for such purpose may be withheld for the use of the State; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Department; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

107.16 Opening Sections of Project to Traffic

Whenever any bridge or section of roadway is in acceptable condition for travel, the Engineer may direct that it be opened to traffic, whether or not the opening was originally provided for, and such opening shall not be held to be in any way an acceptance of the bridge or roadway, or any part thereof, or as a waiver of any of the provisions of the Contract. Necessary repairs or renewals made on any section of the roadway or bridge thus opened to traffic under instructions from the Engineer, due to defective material or work, or to any cause other than ordinary wear and tear, pending completion and acceptance of the roadway, bridge, or other work, shall be done by the Contractor, without additional compensation. Also, the Contractor shall not receive additional compensation for completing the Work except as specified in Subsection 104.03.

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of work, the Engineer may so notify him in writing and establish therein a reasonable period of time in which the Work should be completed. If the Contractor is dilatory, or fails to make a reasonable effort toward completion in this period of time, the Engineer may then order all or a portion of the Project opened to traffic. On such sections which are so ordered to be opened, the Contractor shall conduct the remainder of his construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the Work by reason of opening such section to traffic.

On any section opened to traffic under any of the above conditions, whether stated in the Special Provisions or opened by necessity of Contractor's operations, or unforeseen necessity, any damage to the highway not attributable to traffic which might occur on such section (except slides) shall be repaired by the Contractor at his expense. The removal of slides shall be done by the Contractor on a basis agreed to prior to the removal of such slides.

107.17 Contractor's Responsibility for the Work

From the first day the Contractor begins work, or from the date Contract Time commences, whichever occurs first, until written final acceptance of the project by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of The Work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of The Work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except that the Department may, in its discretion, reimburse the Contractor for the repair of damage to The Work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy or of governmental authorities. The Contractor's responsibility for damages and injuries is defined in Subsection 104.05.A.

In case of suspension of work from any cause whatsoever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, provide for normal drainage and shall erect any necessary temporary structures, signs, or other facilities at his expense.

107.18 Acquisition of Right-of-Way

Rights of Way for the project will be obtained by the Department, in coordination with local governments and others. However, the Contractor's access to the portions of the right-of-way may be restricted. Where such

restrictions are known in advance to the Department they will be listed in the bid proposal. Delays to the progress of the Work may be encountered because of restricted access to portions of the right-of-way. When such delays occur, whether caused by restrictions listed in the bid proposal or restrictions that develop after the Contract is signed, the parties agree in executing the Contract that such delays do not constitute breach of the Contract. Delays in availability of right-of-way beyond those listed in the bid proposal, or that develop after the Contract has been signed, that impact the controlling Item or Items of the Work will not be charged against the Contract Time. Additional compensation for such delays shall not be paid, except as provided in Subsection 105.13, "Claims for Adjustments and Disputes," or Subsection 109.09, "Termination Clause." In the event the Department is unable to acquire right-of-way needed for the project, resulting in delay to or termination of the project, such situation will also be controlled by this Section, and will not constitute a breach of the Contract by the Department.

107.19 Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Board, Commissioner, Chief Engineer, their agents and employees, by the Contract, there shall be no liability, either personally or as officials or representatives of the Department, it being understood that in all such matters they act solely as agents and representatives of the Department.

107.20 No Waiver of Legal Rights

Upon completion of The Work, the Department will expeditiously make final inspection and notify the Contractor of acceptance. Such final acceptance, however, shall not preclude or estop the Department from correcting any measurement, estimate, or certificate made before or after completion of The Work, nor shall the Department be precluded or estopped from recovering from the Contractor or his Surety, or both, such over-payment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the Contract. A waiver on the part of the Department of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Department for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Department's rights under any warranty or guaranty.

107.21 General Description

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

A. Qualifications

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

Associated Damage Consultants Phone: 706.234.8218 or 706.853.1362 Georgia Utility Contractors Association

Phone: 404.362.9995

Georgia Utilities Protection Center Phone: 678.291.0631 or 404.375.6209

H B Training & Consulting

Phone: 706.619.1669 or 877.442.4282 (Toll Free)

The Prime Contractor is responsible for obtaining the GUFPA training for their employees. Questions concerning the Georgia Public Service Commission GUFPA training program should be directed to:

Georgia Public Service Commission 244 Washington St. SW Atlanta, GA 30334-5701 404.463.9784

B. Ticket Status

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

C. Notice

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

D. Agenda

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

E. Emergency Response Plan

The WUCS shall prepare an Emergency Utility Response Plan (EURP) within 30 days following the receipt of the Notice to Proceed. The EURP shall indicate the project location (which includes street address and or major intersections / major highway route, if possible with a land mark) that would be reported in case of an emergency, WUCS, Emergency Utility Coordinator (EUC), utility company name, utility company emergency contact information to include but not limited to emergency phone number, response time for emergency, working condition of devices needed to facilitate prompt shut off, and primary point of contact name and phone number for the project.

Emergency Utility Coordinator (EUC) shall be an employee of the Prime Contractor and shall notify the appropriate utility company and/or utility subcontractors in case of an emergency. EURP must include the contact details of the EUC, if WUCS is not the primary emergency utility coordinator for this project.

The plan will also include a means of reporting emergencies and the Utility Emergency Response Information for each company. The WUCS/EUC shall post the EURP in an area readily accessible to the Department and project personnel. Also, WUCS shall distribute the copies of EURP by e-mail and hard copy to GA DOT Area Engineer, GA DOT Construction Project Engineer, Contractor's project manager, superintendent, and all approved subcontractors whose work can be in conflict with utilities facilities, personnel of the each facility/owner/ operator who has facilities within the project limits and keep a copy in close proximity to active construction.

In the event of interruption to gas, water or other utility services as a result of accidental breakage or as a result of being exposed or unsupported, the WUCS/EUC shall promptly notify the appropriate emergency officials, the Georgia Utilities Protection Center and the appropriate utility facility company or operator, if known. Until such time as the damage has been repaired, no person shall engage in excavating or blasting activities that may cause further damage to the utility facility.

In order to keep up with the latest / most updated EURP contact information (name and phone numbers); WUCS shall include an item in the agenda of Utility Coordination meeting about the updates / changes in the EURP plan.

The Emergency Utility Response Plan and Emergency Utility Response Information template can be found at the State of Georgia, Office of Utilities Webpage.

F. Submission

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

G. Delays

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

H. Facilities Supported on Bridges

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

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

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

I. Clearances

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

J. Utility Relocation Progress Schedule

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

K. Compensation

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

107.22 Hazardous and/or Toxic Waste

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous and/or toxic waste, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately. The presence of barrels, discolored earth, metal, wood, or visible fumes, abnormal odors, excessively hot earth, smoke, or anything else which appears abnormal may be indicators of hazardous and/or toxic wastes and shall be treated with extraordinary caution as they are evidence of abnormal conditions.

The Contractor's operations shall not resume until so directed by the Engineer.

Disposition of the hazardous and/or toxic waste will be made in accordance with the requirements and regulations of the Department of Human Resources and the Department of Natural Resources. Where the Contractor performs work necessary to dispose of hazardous and/or toxic waste, payment will be made at the unit prices for pay items included in the contract which are applicable to such work or, where the contract does not include such pay items, payment will be as provided in Subsection 109.05, "Extra Work."

107.23 Environmental Considerations

A. Construction

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

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures shown on the plans or as allowed by permit.

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

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

B. Bridge Construction Over Waterways

Construction waste or debris, from bridge construction or demolition, shall be prevented from being allowed to fall or be placed into wetlands, streams, rivers or lakes.

Excavation, dewatering, and cleaning of cofferdams shall be performed in such a manner as to prevent siltation. Pumping from cofferdams to a settling basin or a containment unit will be required if deemed necessary by the Engineer.

Operations required within rivers or streams, i.e. jetting or spudding, shall be performed within silt containment areas, cofferdams, silt fence, sediment barriers or other devices to minimize migration of silt off the project.

C. Environmental Clearance of Local Material or Disposal Sites

Specific written environmental approval from the Engineer will be required for any local material or disposal sites not included in the Plans. No work shall be started at any potential local material or waste site not shown on the plans prior to receiving said environmental approval from the Engineer. Local material sites are defined as borrow pits, common borrow, base, embankment, sand clay base, topsoil base, soil cement base, granular embankment, asphalt sand, maintenance pits, or stockpiled borrow sources. Disposals sites, as defined in Standard Specification 201.3.05.E.3, may be defined as excess material, common fill, or inert waste.

The Contractor may obtain environmental approval on a site with one of two methods: 1) GDOT provided environmental surveys or 2) environmental surveys obtained by the Contractor at no cost to the Department. The Contractor must choose one method for review and approvals, which will apply to all sites required for a given project, and submit an Environmental Review Notification indicating their chosen method.

- 1. If the Contractor chooses to obtain their own environmental surveys, they shall be conducted by a consultant(s) prequalified to work with the Department in the following area classes: 1.06(b) History; 1.06(e) Ecology; and 1.06(f) Archaeology. Background research and field methods shall be conducted in accordance with the Office of Environmental Services Environmental Procedures Manual, with documentation in an Environmental Survey Results Memorandum (template available from the Office of Environmental Services).
- 2. If the Contractor requests that GDOT conduct required environmental surveys, an Environmental Survey Request shall be submitted for each site (template available from the Office of Environmental Services).

Upon receipt of an Environmental Survey Request, the Office of Environmental Services shall provide environmental approval or denial within thirty (30) business days. Upon receipt of an Environmental Survey Results Memorandum, the Office of Environmental Services shall provide environmental approval or denial within ten (10) business days. The Department will not accept requests for review of sites before a Notice to Proceed is issued. Incomplete Survey Requests, surveys that are not conducted by a GDOT prequalified consultant, or surveys that do not meet the required level of field effort or documentation, will be denied by GDOT OES and may require resubmittal.

The Engineer will inform the Contractor in writing as to the approval or denial of environmental clearance. Approvals may be provided upon condition that an Environmentally Sensitive Area (ESA) be designated within or adjacent to the site prior to use. All ESA stipulations shall be adhered to in accordance with Standard Specification 107.23.F. If a site is denied, the Contractor may, at no expense to the Department, seek to obtain permits or pursue other remedies that might otherwise render the site(s) acceptable, if available. Any and all changes to proposed sites or their associated haul roads that are not included within the original Environmental Survey Request or Environmental Survey Results Memorandum, including expansion,

utilization for purposes other than those indicated in the original submittal, etc. must be submitted for further environmental review and approval prior to use.

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

D. Control of Pollutants

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

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

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

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

- 1. Temporary work in wetlands shall be accomplished by using temporary structures, timber, concrete, soil with geotextile fabric, or other suitable matting. The area shall not be grubbed.
- 2. Soil matting shall be protected from erosion in accordance with the Specifications.
- 3. Whenever temporary work is required in Saltwater Marsh Wetlands, all temporary structures and/or matting shall be removed in their entirety prior to Final Acceptance of the Project. Matted and compressed soils shall be backfilled to their original ground elevation with material meeting the requirements of Section 212 Granular Embankment.
- 4. Whenever temporary work is required in Freshwater Wetlands, all temporary structures and/or matting (exclusive of soil matting to be retained in the final roadway section) shall be removed in their entirety prior to Final Acceptance of the Project.
 - Once the temporary materials have been removed, the area shall be covered by Excelsior or Straw blankets according to Section 713 of the Specifications. The grassing and ground preparation referenced in Subsection 713.3.03, "Preparation", will not be applicable to this Work.
- 5. The Engineer shall be notified so that a field inspection may be conducted to certify that the temporary materials were properly removed and that the area was properly restored. The Contractor shall be responsible for any corrective action required to complete this Work.
- 6. There will be no separate measurement or payment for this Work. The cost associated with this work shall be included in the overall Bid submitted.

F. Environmentally Sensitive Areas

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

The Contractor shall not enter, disturb, or perform any construction related activities, other than those shown on the approved plan sheets within areas designated as ESAs including ESAs or portions thereof not delineated with orange barrier fence. This includes but is not limited to the following construction activities: clearing and grubbing; borrowing; wasting; grading; filling; staging/stockpiling; vehicular use and parking;

sediment basin placement; trailer placement; and equipment cleaning and storage. Also, all archaeological sites, historic sites, wetlands, streams, stream and pond buffers, open waters, and protected animal and plant species habitat that extend beyond the limits of existing/required Right-of- Way and easement areas shall be considered ESAs and the Contractor shall not perform any construction related activities (such as those listed above) within these areas or make agreements with property owners to occupy these areas for construction related activities (such as those listed above). The Contractor shall make all construction employees aware of the location(s) of each ESA and the requirement to not enter or otherwise disturb these areas.

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

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

G. Protection of Migratory Birds and Bats

The following conditions are intended as a minimum to protect migratory birds and bats during construction activities.

- 1. Project personnel shall be advised about the potential presence and appearance of federally protected migratory birds, including the barn swallow (*Hirundo rustica*), cliff swallow (*Petrochelidon pyrrhonota*), and eastern phoebe (*Sayornis phoebe*), and that there are civil and criminal penalties for harassing, harming, pursuing, hunting, shooting, wounding, killing, capturing, or collecting these species in violation of the Migratory Bird Treaty Act of 1918. The law protects adults, fledglings, nestlings, eggs, and active nests. All bats are protected under Georgia state law (Official Code of Georgia § 27-1-28), with some species protected under the federal Endangered Species Act of 1973. Pictures and habitat information shall be posted in a conspicuous location in the Project field office until such time that construction has been completed and time charges have stopped.
- 2. The demolition of existing bridge and culvert, the extension of existing culvert, and bridge maintenance activities on the underside of the bridge deck shall take place outside of the breeding and nesting season of phoebes, swallows and other migratory birds, which begins April 1 and extends through August 31, unless exclusionary barriers are put in place to prevent birds from nesting. For bridges, exclusionary barriers may be made of plastic, canvas or other materials proposed by the Contractor and approved by the State Environmental Administrator prior to installation. For box culverts, exclusionary barriers may be overlapping strips of flexible plastic (also called "PVC Strip Doors" or "Strip Curtains") or an alternate material proposed by the Contractor and approved by the State Environmental Administrator prior to installation. Exclusionary barriers must be installed on the bridge(s) and/or box culvert(s) prior to March 1 or after August 31, but in no time in between this period. Exclusionary barriers are not a guaranteed method of preventing migratory birds from nesting beneath bridges and work schedules shall take into account the possibility that barriers will not be successful. If exclusionary barriers are to be used, these steps shall be followed:
 - a. The Project ecologist shall be notified by phone (404) 631-1100 of the decision to install exclusionary barriers and the date of the proposed installation prior to the installation of any exclusionary devices.
 - b. The structure(s) shall be checked for nests prior to the placement of exclusionary barriers. If nests are present, they shall be inspected to ensure that eggs or birds are not present. If the nests are found to be occupied, construction activities associated with the bridge shall be postponed until after August 31 when the breeding season is complete.

- c. For any box culvert(s) being replaced, exclusionary barriers shall be installed on both the inlet and outlet openings. For any box culvert(s) being extended, exclusionary barriers shall be placed on the opening(s) (inlet and/or outlet) where work is taking place. For bridge(s) being removed, barriers shall be installed along the full length of the bridge(s). In all cases, barriers shall be installed prior to March 1 and left in place until August 31 or until the culvert removal, culvert extension, or bridge demolition is complete. If the exclusionary barriers fail to prevent nesting (i.e., birds are able to bypass barriers and build nests), construction activities associated with the bridge shall be postponed until after August 31.
- d. During construction activities, exclusionary barriers shall be inspected daily for holes or other defects that impair its ability to exclude migratory birds from nesting beneath the bridge. Any holes or defects shall be repaired immediately.
- e. Entanglement and/or entrapment of barn swallows, cliff swallows, and eastern phoebes in exclusionary netting constitutes harm to migratory birds. Any entanglement and/or entrapment of migratory birds shall be reported immediately to the Project Engineer, who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101.
- 3. Migratory birds may nest in other structures or natural features that will be impacted by construction activities. If active nests containing eggs are encountered within the footprint of construction activities, the finding shall be reported immediately to the Project Engineer, who in turn shall notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All activity within 50 feet of active nests shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and the lead Federal Agency.
- 4. When working on bridges and culverts, sightings of bat species shall be reported immediately to the Project Engineer who in turn will notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All construction activity on the structure shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and/or the Georgia Department of Natural Resources and/or the lead Federal Agency. The Department will inform the Contractor of any changes to the project.
- 5. In the event any incident occurs that causes harm or injury to migratory birds during construction activities, the incident shall be reported immediately to the Project Engineer who in turn shall notify the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services at (404) 631-1101. All activity shall cease pending consultation by the Department with the U. S. Fish and Wildlife Service and the lead Federal Agency.
- 6. Within 30 days of the completion of construction and the stopping of time charges, a report shall be provided to the State Environmental Administrator, Georgia Department of Transportation, Office of Environmental Services, 600 West Peachtree Street NW, Atlanta, Georgia 30308. GDOT in turn will provide copies of the report to the U.S. Fish and Wildlife Service, the Georgia Department of Natural Resources Wildlife Resources Division, and the lead Federal Agency. The following information will be included in the report:
 - a. Contractor name and address.
 - b. Name and title of report preparer.
 - c. GDOT Project Identification (PI) number.
 - d. County(s) in which project is located.
 - e. Project description.

- f. Construction start and end dates.
- g. Date GDOT was notified of intent to install barrier(s) per # 107.23G.2.a.
- h. Number and type(s) of structures on which exclusion barriers were installed.
- i. Type(s) of exclusion material used on each structure.
- i. Start and end date(s) of installation of exclusionary barrier on each structure.
- k. Start and end date(s) of removal of exclusionary barrier from each structure.
- 1. Photographs of each structure before and after exclusionary barrier installation.
- m. Statement regarding whether the exclusionary barrier was effective in deterring bird use of the structure during construction.
- n. Description of any incidents causing harm or injury to migratory birds during construction. This should include incidents that were reported as required under 107.23G.5.
- o. Description of any sightings of bat species when working on bridges and culverts. This should include incidents that were reported as required under 107.23G.4.
- 7. 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.

107.24 Closing of Roadways without On-Site Detours

When existing roadways are to be closed to through traffic and on-site detours are not provided, the Contractor shall submit a written notice to the Engineer for approval 14 days prior to the closure of the existing roadways.

After receiving approval from the Engineer for the closure, the Contractor shall install signs at each closure site, in accordance with the MUTCD, to inform the traveling public of the proposed closure, including the date of closure. The sign shall be placed 5 days prior to the closure, at the direction of the Engineer.

Prior to the closure, the Area Engineer will inform local government officials and agencies, local news media, and the DOT Public Information Office of the proposed closure of the roadways.

107.25 Disruption to Residential and Commercial Property

The Contractor shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of each drainage structure or section of curb and gutter, sidewalk, or driveway shall be accomplished as soon as adequate strength is obtained. Finishing, dressing and grassing shall be accomplished immediately thereafter as a continuous operation within each area being constructed with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

Handwork, including raking and smoothing, shall be required to ensure that roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance. Grassing, when in season, shall immediately follow in order to establish permanent cover at the earliest date. If grassing is not in season, proper erosion control shall be installed and maintained.

The work described herein shall be in addition to that required by Subsection 104.07 "Final Cleaning Up" and Subsection 105.16 "Final Inspection and Acceptance."

First use: December 1, 2016

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 107 - Legal Regulations and Responsibility to the Public

Retain Section 107.23 A and add the following:

107.23 Environmental Considerations

A. Construction

For plan sets that include an Environmental Resources Impacts Table in the General Notes section, the Contractor shall abide by all restrictions noted in the Environmental Resources Impact Table.

DEPARTMENT OF TRANSPORTATION COBB COUNTY GEORGIA

SPECIAL PROVISION

Factory Shoals Phase 2 - Factory Shoals Road/Beverly Drive (Harmony Leland/Clay ES Relocation) School Zone Safety and Operational Improvements

Project No. X2807

Section 108 – Prosecution and Progress

108.04 Limitation of Operations

Retain and add the following:

Project will require the contractor to coordinate with the DOT Construction project engineer and Cobb County School District construction manager. Contractor shall ensure access is provided to all school contractors and others needing right of entry to the new school site at all times.

108.08 Failure or Delay in Completing Work on Time

Delete the <u>Schedule of Deductions for Each Day of Overrun in Contract Time</u> table shown in Section 108.08 and replace with the following:

A Completion Date of July 15, 2020 has been established for this Project. Failure to complete the overall construction in accordance with the above will result in the assessment of Liquidated Damages at the rate of \$1,000.00 per calendar day or portion thereof.

Contractor is required to complete all pay items associated with work on Beverly Drive by May 31, 2020. Failure to complete construction of Beverly Drive in accordance with this time frame will result in the assessment of Liquidated Damages at the rate of \$1,000.00 per calendar day or portion thereof.

1st Use: July 2016 Revised March 7, 2016

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA SUPPLEMENTAL SPECIFICATION

Section 109—Measurement and Payment

Delete Subsection 109 and Substitute the following:

109.01 Measurement and Quantities

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made along the surface, and no deductions will be made for individual fixtures having an area of 9 ft² (1 m²) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Engineer.

Where payment is to be made by the square yard (square meter) for a specified thickness, the length will be measured on the surface along the centerline and the pay width shall be that width specified on the plans for the Final surface of the completed section. Intermediate courses shall be placed at a width sufficient to support successive courses with no detriment to the stability of the successive courses. The width of material required beyond the pay width will not be eligible for payment and shall be considered incidental to the work.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

All items which are measured by the linear foot (linear meter), such as pipe culverts, guard rail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

In computing volumes of excavation, the average end area method or other acceptable methods will be used.

The term "gage," when used in connection with the measurement of steel plates, will mean the U.S. Standard Gage.

When the term "gage" refers to the measurement of electrical wire it will mean the wire gage specified in the National Electrical Code.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. The term "megagram" will mean one metric ton, equivalent to 1,000 kg. Any commodity paid for by weight shall be weighed on scales that have been approved as specified below and which are furnished at the expense of the Contractor or Supplier. Weighing and measuring systems including remote controls shall be subject to type-approval by the Department of Transportation. The manufacture, installation, performance, and operation of such devices located in Georgia shall conform to, and be governed by, the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act, the Georgia Weights and Measures Regulations, as amended and adopted, the current edition of the National Bureau of Standards Handbook 44, and these Specifications. Weighing and measuring systems located outside Georgia which are utilized for weighing materials to be used in Department work shall be manufactured, installed, approved, and operated in accordance with applicable laws and regulations for the state in which the scales are located.

All weighing, measuring, and metering devices used to measure quantities for payment shall be suitable for the purpose intended and will be considered to be "commercial devices." Commodity scales located in Georgia shall be certified before use for accuracy, condition, etc., by the Weights and Measures Division of the Georgia Department of Agriculture, or its authorized representative. Scales located outside Georgia shall be certified in accordance with applicable laws and regulations for the state in which the scales are located. This certification shall have been made within a period of not more than one year prior to date of use for weighing commodity.

All equipment and all mechanisms and devices attached thereto or used in connection therewith shall be constructed, assembled, and installed for use so that they do not facilitate the perpetration of fraud. Any scale component or mechanism, which if manipulated would alter true scale values (including manual zero setting mechanisms) shall not be accessible to the

scale operator. Such components and mechanisms that would otherwise be accessible to the scale operator shall be enclosed. Provisions shall be made for security seals where appropriate on equipment and accessories. A security seal shall be affixed to any adjustment mechanism designed to be sealed. Scale or accessory devices shall not be used if security seals have been broken or removed.

Any certified scale or scale component which has been repaired, dismantled, or moved to another location shall again be tested and certified before it is eligible for weighing.

Whenever materials that are paid for based on weight are from a source within the State, the scales shall be operated by and the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and weight ticket recordation shall be in accordance with Standard Operating Procedure 15.

When materials are paid for based on weight and originate from another state which has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

No scale shall be used to measure weights greater than the scale manufacturer's rated capacity. A digital recorder shall be installed as part of any commodity scale. The recorder shall produce a printed digital record on a ticket with the gross, tare, and net weights of the delivery trucks, along with the date and time printed for each ticket. Provisions shall be made so that the scales or recorders may not be manually manipulated during the printing process. The system shall be so interlocked as to allow printing only when the scale has come to rest. Either the gross or net weight shall be a direct scale reading. Printing and recording systems that are capable of accepting keyboard entries shall clearly and automatically differentiate a direct scale weight value from any other weight values printed on the load ticket.

All scales used to determine pay quantities shall be provided to attain a zero balance indication with no load on the load receiving element by the use of semi-automatic zero (push-button zero) or automatic zero maintenance.

Vehicle scales shall have a platform of sufficient size to accommodate the entire length of any vehicle weighed and shall have sufficient capacity to weigh the largest load. Adequate drainage shall be provided to prevent saturation of the ground under the scale foundation.

The Engineer, at his discretion, may require the platform scales to be checked for accuracy. For this purpose the Contractor shall load a truck with material of his choosing, weigh the loaded truck on his scales, and then weigh it on another set of certified vehicle scales. When the difference exceeds 0.4 percent of load, the scales shall be corrected and certified by a registered scale serviceman registered in the appropriate class as outlined in the Georgia Weights and Measures Regulations or in accordance with applicable requirements of the state in which the scales are located. A test report shall be submitted to the appropriate representative of the Department of Agriculture.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to their water level capacity as determined by the Engineer, provided that the body is of such shape that the actual contents may be readily and accurately determined.

Cement and lime will be measured by the ton (megagram). Whenever cement or lime is delivered to the Project in tank trucks, a certified weight shall be made at the shipping point by an authorized Certified Public Weigher who is not an employee of the Department. Whenever cement and lime are from a source within the State, the scales shall be operated by the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and the weight ticket recordation shall be in accordance with Standard Operating Procedure 15. When cement and lime originate from another state that has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

The shipping invoice shall contain the certified weights and the signature and seal of the Certified Public Weigher. A security seal shall also be affixed to the discharge pipe cap on the tank truck before leaving the shipping point. The number on the security seal shall also be recorded on the shipping invoice. The shipping invoice for quicklime shall also contain a certified lime purity percentage. Unsealed tank trucks will require reweighing by a Certified Public Weigher.

Timber will be measured by the thousand feet board measure (MFBM) (cubic meter) actually incorporated in the structure. Measurements will be based on nominal widths and thickness and the actual length in place. No additional measurement will be made for splices except as noted for overlaps as shown on the Plans.

The term "Lump Sum" when used as an item of payment will mean complete payment for The Work described in the Contract.

When a complete structure or structural unit (in effect, "Lump Sum" work) is specified as the unit of the measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured as defined in Subsection 109.05.B.4.

When standard manufactured items are specified as fence, wire, plates, rolled shapes, pipe conduits, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerance in cited Specifications, manufacturing tolerances established by the industries involved will be accepted.

109.02 Measurement of Bituminous Materials

A. By Weighing the Material

The Department prefers this method whenever it is practicable. This method will be considered acceptable under the following conditions:

- 1. **Weighed On Project:** If the weights of the bituminous materials delivered by tank trucks are to be determined on the Project, weights shall be determined on scales that have been previously checked by the Department with standard weights for accuracy. The scale platform shall be large enough to accommodate the entire vehicle at one time. Under no conditions will truck scales be used to measure weights greater than their rated capacity. All weights not determined in the presence of an authorized representative of the Department shall be made by a Certified Public Weigher who is not an employee of the Department of Transportation and who is in good standing with the Georgia Department of Agriculture. The weight tickets shall carry both the signature and seal of the Certified Public Weigher.
- 2. Weighed At Shipping Point: A certified weight made at the shipping point by an authorized Certified Public Weigher who is not an employee of the Department of Transportation and who is registered with the Georgia Department of Agriculture, will be acceptable provided all openings in the tank have been sealed by the producer and when, upon inspection on the Project, there is no evidence of any leakage. The shipping ticket in this case must carry the signature and seal of the Certified Public Weigher. If the tank is not completely emptied the amount of material remaining in the tank truck will be measured by either weight or volume and the amount so determined, as verified by the Engineer, will be deducted from the certified weight.
- 3. **By Extraction Analysis:** The weight of bituminous material used will be determined by extraction tests made by the field laboratory. The average asphalt content for each Lot will be used to compute the weight of the Asphalt Cement to be paid for in accordance with the following formula:

English:

$$P = % AC x T$$

Where:

P =Pay Tons of Asphalt Cement

% AC =Lot average of % Asphalt Cement by weight of total mix as determined by extraction

T =Actual accepted tons of mixture as weighed

Metric:

$$P = % AC x T$$

Where:

P =Pay megagrams of Asphalt Cement

% AC =Lot average of % Asphalt Cement by weight of total mix as determined by extraction

T =Actual accepted megagrams of mixture as weighed

4. **By Digital Recording Device:** The amount of bituminous material as shown on the printed tickets will be the Pay Ouantity.

B. By Volume

The volume will be measured and corrected for the difference between actual temperature and 60 °F (15 °C). Containers shall be level when measured, and one of the following methods shall be used, whichever is best suited to the circumstances:

- 1. **Tank Car Measurement:** If the material is shipped to the Project in railroad tank cars, the Contractor shall furnish the Engineer a certified chart showing the dimensions and volume for each inch (25 mm) of depth for each tank. The Engineer will make outage and temperature measurements before unloading is begun and after it is finished. The measurements will be taken when the bituminous material is at a uniform temperature and free from air bubbles. The Contractor shall not remove any bituminous material from any tank until necessary measurements have been made nor shall he release the car until final outage has been measured. The total number of gallons (liters) allowed for any tank car shall not be more than the U.S. Interstate Commerce Commission rating for that car, converted to gallons at 60 °F (15 °C).
- 2. Truck Measurement: If bituminous materials are delivered to the Project in tank trucks, distributor tanks, or drums, the Contractor shall not remove any bituminous material from the transporting vehicle or container until necessary measurements have been made, nor shall the transporting vehicle or container be released until final outage has been measured. If weighing is not convenient, the Contractor shall furnish the Engineer with a certified chart showing the dimensions and volume of each container together with a gauge or calibrated measuring rod which will permit the volume of the material to be determined by vertical measurement.
- 3. **Metering:** The volume may be determined by metering, in which case the metering device used and the method of using it shall be subject to the approval of the Engineer.
- 4. **Time of Deliveries:** The arrival and departure of vehicles delivering bituminous materials to the Project site shall be so scheduled that the Engineer is afforded proper time for the measurements of delivered volume and final outage. The Engineer will make the necessary measurements only during the Contractor's normal daily working hours.

C. Production for Multiple Projects

When a Contractor is producing Asphaltic Concrete from one plant, which is being placed on two or more jobs, public or private, the amount of bituminous material used may be determined by extraction tests in accordance with Subsection 109.02.A.3 or digital recording device in accordance with Subsection 109.02.A.4.

D. Tack Coat

When the same storage facility is utilized for Bituminous Materials to be used in Hot Mix Asphaltic Concrete, Bituminous Tack Coat, and/or Surface Treatment, the quantity used for Tack Coat shall be converted to tons (megagrams) and deducted from the quantities for the Bituminous Material used in the Hot Mix Asphaltic Concrete and Surface Treatment.

E. Corrections

When the volume and temperature have been determined as defined above, the volume will be corrected by the use of the following formula:

$$V_{English} = \frac{V1}{K (t-60) + 1}$$

$$V_{metric} = \frac{V1}{K (t-15) + 1}$$

Where:

V = Volume of bituminous material at 60 °F (15 °C)

V1= Volume of hot bituminous material

t = Temperature of hot bituminous material in degrees Fahrenheit (Celsius)

K= Coefficient of Expansion of bituminous material (correction factor)

The correction factors K for various materials are given below:

- 0.00035 (0.00063) per °F (°C) for petroleum oils having a specific gravity of 60 °F/60 °F (15 °C/15 °C) above 0.966
- 0.00040 (0.00072) per °F (°C) for petroleum oils having a specific gravity of 60 °F/60 °F (15 °C/15 °C) between 0.850-0.966
- 0.00030 (0.00054) per °F (°C) for Tar
- 0.00025 (0.00045) per °F (°C) for Emulsified Asphalt
- 0.00040 (0.00072) per °F (°C) for Creosote Oil

109.03 Scope of Payment

The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all materials, labor, tools, equipment, superintendence and incidentals, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner, for any infringement of patent, trademark or copyright, for all loss or damage arising from the nature of The Work, or from the action of the elements, for all expenses incurred by or in consequence of the suspension or discontinuance of The Work, or from any unforeseen difficulties which may be encountered during the prosecution of The Work and for all risks of every description connected with the prosecution of The Work until its Final Acceptance by the Engineer, except as provided in Subsection 107.16.

The payment of any partial estimate prior to Final Acceptance of the Project as provided in Subsection 105.16 shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

109.04 Payment and Compensation for Altered Quantities

When alteration in Plans or quantities of work not requiring Supplemental Agreements as herein before provided for are ordered and performed, the Contractor shall accept payment in full at the Contract Unit Bid Prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract Items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring Supplemental Agreements shall be as stipulated in such agreement, except that when the Contractor proceeds with The Work without change of price being agreed upon, he shall be paid for such increased or decreased quantities at the Contract Unit Prices Bid in the Proposal for the Items of The Work.

109.05 Extra Work

Extra work, as defined in Subsection 101.27, when ordered in accordance with Subsection 104.04, will be authorized in writing by the Engineer. The authorization will be in the form of a Supplemental Agreement or a Force Account.

A. Supplemental Agreement

In the case of a Supplemental Agreement, the work to be done will be stipulated and agreed upon by both parties prior to any extra work being performed.

Payment based on Supplemental Agreements shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

B. Force Account

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

- 1. **Labor:** For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, equipment operators and supervisors are actually engaged in such work.
 - The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on The Work.
 - An amount equal to 15% of the sum of the above items will also be paid the Contractor.
- 2. Bond, Insurance, and Tax: For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security taxes on the Force Account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
- **3. Materials:** For materials accepted by the Engineer and used, the Contractor shall receive the actual cost of such material incorporated into The Work, including Contractor paid transportation charges (exclusive of machinery rentals as hereinafter set forth), to which cost 10% will be added.
- **4. Equipment:** For any machinery or special equipment (other than small tools) including fuel and lubricant, plus transportation costs, the use of which has been authorized by the Engineer, the Contractor shall receive the rental

rates indicated below for the actual time that such equipment is in operation on The Work or the time, as indicated below, the equipment is directed to stand by.

Equipment rates shall be based on the latest edition of the *Rental Rate Blue Book for Construction Equipment* or *Rental Rate Blue Book for Older Construction Equipment*, whichever applies, as published by EquipmentWatch using all instructions and adjustments contained therein and as modified below.

Allowable Equipment Rates shall be established as defined below:

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

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

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

The Department will not approve any rates in excess of the rates as outlined above unless such excess rates are supported by an acceptable breakdown of cost.

Payable time periods will not include:

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

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

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

- The equipment is obtained from the nearest approved source
- The return charges do not exceed the delivery charges
- Haul rates do not exceed the established rates of licensed haulers, and
- Such charges are restricted to those units of equipment not already available and not on or near the Project No additional compensation will be made for equipment repair.
- **5. Miscellaneous:** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- **6. Compensation:** The Contractor's representative and the Engineer shall compare records and agree on the cost of work done as ordered on a Force Account basis at the end of each day on forms provided by the Department.
- 7. Subcontract Force Account Work: For work performed by an approved Subcontractor or Second-tier Subcontractor, all provisions of this Section (109.05) that apply to the Prime Contractor in respect to labor, materials and equipment shall govern. The prime Contractor shall coordinate the work of his Subcontractor. The prime Contractor will be allowed an amount to cover administrative cost equal to 5% of the Subcontractor's amount earned but not to exceed \$5,000.00 per Subcontractor. Markup for Second-tier Subcontract work will not be allowed. Should it become necessary for the Contractor or Subcontractor to hire a firm to perform a specialized type of work or service which the prime Contractor or Subcontractor is not qualified to perform, payment will be made at reasonable invoice cost. To each invoice cost a markup to cover administrative cost equal to 5% of the total invoice but not to exceed \$5,000.00 will be allowed the Contractor or Subcontractor but not both.
- **8. Statements:** No payment will be made for work performed on a Force Account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such Force Account work detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer, equipment operator, and supervisor, excluding superintendents.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices, and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security tax.

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

Payment based on Force Account records shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

109.06 Eliminated Items

Should any Items contained in the Proposal be found unnecessary for the proper completion of The Work, the Engineer may, upon written order to the Contractor, eliminate such Items from the Contract, and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of Items, he will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notifications.

109.07 Partial Payments

A. General

At the end of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment. Such estimate is approximate only and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Item Unit Prices or on percentage of completion of Lump Sum Items.

When so requested by the Contractor and approved by the Engineer, Gross Earnings of \$500,000.00 or more for work completed within the first 15 days of any month will be certified for payment on a semi-monthly basis subject to the conditions and provisions of Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

B. Materials Allowance

Payments will be made on delivered costs, or percentage of bid price if otherwise noted, with copies of paid invoices provided to the Department for the materials listed below which are to be incorporated into the Project provided the materials:

- Conform to all Specification requirements.
- Are stored on the Project Right-of-Way or, upon written request by the Contractor and written approval of the Engineer, they may be stored off the Right-of-Way, but local to the Project, provided such storage is necessary due to lack of storage area on the Right-of-Way, need for security, or need for protection from weather.

As a further exception to on-Project storage, upon written request by the Contractor, the Engineer may approve off-the-Project storage items uniquely fabricated or precast for a specific Project, such as structural steel and precast concrete, which will be properly marked with the Project number and stored at the fabrication or precast facility.

The Engineer may approve out-of-state storage for structural steel and prestressed concrete beams uniquely fabricated for a specific Project stored at the fabrication facility.

- Paid invoices should accompany the materials allowance request, but in no case be submitted to the Project Engineer later than 30 calendar days following the date of the progress payment report on which the materials allowance was paid.
 - In case such paid invoices are not furnished within the established time, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for that item on that Project.
- 2. Materials allowances will be paid for those items which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental. Some exclusions are as follows:

- a. No payments will be made on living or perishable plant materials until planted.
- b. No payments will be made on Portland Cement, Liquid Asphalt, or Grassing Materials.
- c. No payment will be made for aggregate stockpiled in a quarry. Payment for stockpiled aggregate will be made only if the aggregate is stockpiled on or in the immediate vicinity of the project and is held for the exclusive use on that project. The aggregate must be properly secured. If the aggregate stockpiled is to be paid for per-ton (megagram) it must be reweighed on approved scales at the time it is incorporated into the Project.
- d. No payments will be made on minor material items, hardware, etc.
- 3. No materials allowance will be made for materials when it is anticipated that those materials will be incorporated into The Work within 30 calendar days.
- 4. No materials allowance will be made for a material when the requested allowance for such material is less than \$25,000
- 5. Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.
- 6. Materials allowance for prestressed concrete and structural steel bridge members may be processed for uncast or unfabricated members upon the Engineer's receipt of a true copy of the binding order for the members required by the plan. Such copy shall be sealed and notarized by both the contractor placing the order and the supplier therein identified to cast or fabricate said members. All orders shall demonstrate conformance to the approved plans and specifications regarding beam type, size, length, material quantities and shall not exceed the approved plan quantity. The materials allowance applied to uncast prestressed concrete members will be made in amount equal to 40% of the invoice for the respective member(s) to the contractor. The materials allowance applied to unfabricated structural steel bridge members will be made in amount equal to 55% of the invoice for the respective member(s) to the contractor. An additional material allowance may be requested separately upon completion of the casting or fabricating for a maximum 90% of the invoice for the member(s) provided there is adherence to all other provisions of this specification.
- 7. The Commissioner may, at his discretion, grant waiver to the requirements of this Section when, in his opinion, such waiver would be in the public interest.

Subsequently, in the event the material is not on-hand and in the quantities for which the materials allowance was granted, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for those items on that Project. If sufficient earnings are not available on the next progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department.

Excluding item 6 above, payments for materials on hand shall not exceed the invoice price or 75 percent of the bid prices for the pay items into which the materials are to be incorporated, whichever is less.

C. Minimum Payment

No partial payment will be made unless the amount of payment is at least \$1000.00.

D. Liquidated Damages

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

E. Other Deductions

In addition to the deductions provided for above, the Department has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the Department is directly responsible, including, but not limited to, royalties (see Section 106).

F. Amount of Payment

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the Department to recover the monies from any other Contract he may have with the Department, or to otherwise reimburse the Department. The Engineer is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the Contractor during the progress of the Work and for the final statement when all Work has been completed.

G. Interest

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by the Department as authorized by Subsection 109.07.A, Subsection 109.07.B, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.F, and Subsection 109.07.F.

H. Insert the Following in Each Subcontract

The Contractor shall insert the following in each Subcontract entered into for work under this Contract:

"The Contractor shall not withhold any retainage on Subcontractors. The Contractor shall pay the Subcontractor 100% percent of the gross value of the Completed Work by the Subcontractor as indicated by the current estimate certified by the Engineer for payment."

Neither the inclusion of this Specification in the Contract between the Department and the Prime Contractor nor the inclusion of the provisions of this Specification in any Contract between the Prime Contractor and any of his Subcontractors nor any other Specification or Provision in the Contract between the Department and the Prime Contractor shall create, or be deemed to create, any relationship, contractual or otherwise, between the Department and any Subcontractor.

109.08 Final Payment

When Final Inspection and Final Acceptance have been made by the Engineer as provided in Subsection 105.16, the Engineer will prepare the Final Statement of the quantities of the various classes of work performed. All prior partial estimates and payments shall be subject to correction in the Final Statement. The District Engineer will transmit a copy of the Statement to the Contractor by Registered or Certified Mail. The Contractor will be afforded 35 days in which to review the Final Statement in the District Office before it is certified for payment by the Engineer. Any adjustments will be resolved by the District Engineer or in case of a dispute referred to the Chief Engineer whose decision shall be final and conclusive. After approval of the Final Statement by the Contractor, or after the expiration of the 35days, or after a final ruling on disputed items by the Chief Engineer, the Final Statement shall be certified to the Treasurer by the Chief Engineer stating the Project has been accepted and that the quantities and amounts of money shown thereon are correct, due and payable.

The Treasurer, upon receipt of the Engineer's certification, shall in turn furnish the Contractor with the Department's Standard Release Form to be executed in duplicate. The aforesaid Release Form, showing the total amount of money due the Contractor, shall be sent to the Contractor by Registered or Certified Mail, to be delivered to such Contractor upon the signing of a return receipt card, to be returned to the Department in accordance with the provision of Federal law in respect to such matters and such return receipt card shall be conclusive evidence of a tender of said sum of money to the Contractor. Upon receipt of the properly executed Standard Release Form, the Treasurer shall make final payment jointly to the Contractor and his Surety. The aforesaid certification, executed release form, and final payment shall be evidence that the Commissioner, the Engineer, and the Department have fulfilled the terms of the Contract, and that the Contractor has fulfilled the terms of the Contract except as set forth in his Contract Bond.

The Standard Release Form is to be executed by the Contractor within 45 days after delivery thereof, as evidenced by the Registered or Certified Mail Return Receipt. Should the Contractor fail to execute the Standard Release Form because he disputes the Final Payment as offered, or because he believes he has a claim for damages or additional compensation under the Contract, the Contractor shall, within 45 days after delivery to the Contractor of the Standard Release Form, as evidenced by the Registered or Certified Mail Return Receipt, enter suit in the proper court for adjudication of his claim. Should the Contractor fail to enter suit within the aforesaid 45 days, then by agreement hereby stipulated, he is forever barred and stopped from any recovery or claim whatsoever under the terms of this Contract.

Should the Contractor fail to execute the Standard Release Form or file suit within 45 days after delivery thereof, then the Surety on the Contractor's Bond is hereby constituted the attorney-in-fact of the Contractor for the purpose of executing such final releases as may be required by the Department, including but not limited to the Standard Release Form, and for the purpose of receiving the Final Payment under this Contract.

The Department reserves the right as defined in Subsection 107.20, should an error be discovered in any estimates, to claim and recover from the Contractor or his Surety, or both, such sums as may be sufficient to correct any error of overpayment. Such overpayment may be recovered from payments due on current active Projects or from any future State work done by the Contractor.

The foregoing provisions of this Section shall be applicable both to the Contractor and the Surety on his Bond; and, in this respect, the Surety shall be bound by the provisions of Subsection 108.09 of these Specifications in the same way and manner as the Contractor.

A. Interest

In the event the Contractor fails to execute the *Standard Release Form* as prepared by the Treasurer because he disputes the amount of the final payment as stated therein, the amount due the Contractor shall be deemed by the Contractor and the Department to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the Department or by final judgement of the proper court in the event of litigation between the Department and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under Section 13-6-13 of the Official Code of Georgia and agrees that in the event suit is brought by the Contractor against the Department for any sum claimed by the Contractor under the Contract, for delay damages resulting from a breach of contract, for any breach of contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the Department to the Contractor in the final judgement entered in such suit. All final judgements shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

B. Termination of Department's Liability

Final payment will be in the amount determined by the statement as due and unpaid. The acceptance of the final payment or execution of the Standard Release Form or failure of the Contractor to act within 120 days as provided herein after tender of payment, or final payment to the Contractor's Surety in accordance with the provisions stipulated herein, shall operate as and be a release to the Department, the Commissioner, and the Engineer from all claims of liability under this contract and for any act or neglect of the Department, the Commissioner, or the Engineer.

109.09 Termination Clause

A. General

The Department may, by written notice, terminate the Contract or a portion thereof for the Department's convenience when the Department determines that the termination is in the State's best interest, or when the Contractor is prevented from proceeding with the Contract as a direct result of one of the following conditions:

- An Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
- 2. The Engineer and Contractor each make a determination, that, due to a shortage of critical materials required to complete the Work which is caused by allocation of these materials to work of a higher priority by the Federal Government or any agency thereof, it will be impossible to obtain these materials within a practical time limit and that it would be in the public interest to discontinue construction.
- 3. An injunction is imposed by a court of competent jurisdiction which stops the Contractor from proceeding with the Work and causes a delay of such duration that it is in the public interest to terminate the Contract and the Contractor was not at fault in creating the condition which led to the court's injunction.
 - The decision of the Engineer as to what is in the public interest and as to the Contractor's fault, for the purpose of Termination, shall be final.
- 4. Orders from duly constituted authority relating to energy conservation.

B. Implementation

When, under any of the conditions set out in Subsection A of this Section, the Contract, or any portion thereof, is terminated before completion of all Items of Work in the Contract, the Contractor shall be eligible to receive some or all of the following items of payment:

- 1. For the actual number of units of Items of Work completed, payment will be made at the Contract Unit Price.
- 2. Reimbursement for organization of the Work and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract Unit Prices. However, the Engineer's decision as whether or not to reimburse for organization of the Work and moving equipment to and from the job, and in what amount, shall be final.
- 3. Acceptable materials, obtained by the Contractor for the Work, that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the Work will, at the request of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer. This will include any materials that have been delivered to the project site or that have been specifically fabricated for the project and are not readily usable on other projects. It will not include materials

- that may have been ordered, but not delivered to the project site and that are readily usable on other projects (e.g., guard rail, stone, lumber, etc.).
- 4. For Items of Work partially completed, payment adjustments including payments to afford the Contractor a reasonable profit on work performed, may be made as determined by the Engineer based upon a consideration of costs actually incurred by the Contractor in attempting to perform the Contract.
- 5. No payment will be made, and the Department will have no liability, for lost profits on Work not performed. In particular, the Department will not be liable to the Contractor for all profits the Contractor expected to realize had the Project been completed, nor for any loss of business opportunities, nor for any other consequential damages.
- 6. In order that the Department may make a determination of what sums are payable hereunder, the Contractor agrees that, upon termination of the Contract, it will make all of its books and records available for inspection and auditing by the Department.
 - To be eligible for payment, costs must have been actually incurred, and must have been recorded and accounted for according to generally accepted accounting principles, and must be items properly payable under Department policies. Where actual equipment costs cannot be established by the auditors, payment for unreimbursed equipment costs will be made in the same manner as is provided in Subsection 109.05 for Force Account Work. Idle time for equipment shall be reimbursed at standby rates. In no case will the Contractor be reimbursed for idle equipment after the Engineer has advised the Contractor the equipment is no longer needed on the job. Refusal of the Contractor to allow the Department to inspect and audit all of the Contractor's books and records shall conclusively establish that the Department has no liability to the Contractor for any payment under this provision, and shall constitute a waiver by the Contractor of any claim for damages allegedly caused by breach or termination of the Contract. The amount payable under this provision, if any, is to be determined by the Engineer, whose determination will be final and binding.
- 7. The sums payable under this Subsection shall be the Contractor's sole and exclusive remedy for termination of the Contract.

C. Termination of a Contract

Termination of a Contract or a portion thereof shall not relieve the Contractor of his responsibilities for any completed portion of the Work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the Work performed.

109.10 Interest

In the event any lawsuit is filed against the Department alleging the Contractor is due additional money because of claims or for any breach of contract, the Contractor hereby waives and renounces any right it may have under O.C.G.A. Section 13-6-13 to prejudgment interest. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

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 he or his 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 <u>2009 Edition of the MUTCD</u> 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, Paragraph 35.130) through a Temporary Traffic Control (TTC) zone shall be an essential part of highway construction, utility work, maintenance operations and management of traffic incidents.

Utilities included in the contract are bounded 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 Standard Manual.

150.1.01 Definitions

For Special Provision 150, the definitions for "shall", "should", and "may" will be in accordance with MUTCD (1A.13).

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

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- 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
- **B.** Channelization Devices

150.2.03 Arrow Panels

150.2.04 Channelization Devices

- A. General
- B. Drums
 - 1. Design
 - 2. Application
 - 3. Longitudinal Channelization
 - 4. Removal

C. Vertical Panels

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2. ApplicationD. Cones1. Design2. Applications

E. Barricades

- 1. Design
- 2. Application

F. Warning Lights

- 1. Design
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150.2.05 Flashing Beacon

150.2.06 Guardrail

150.2.07 Interim Signs

- A. Posts
- 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
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- 150.2.15 Temporary Guardrail Anchorage- Type 12
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- B. Maintenance of Traffic Control Devices

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- D. Work Zone Restrictions
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- 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
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- 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

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- 1. Closure Length
- 2. Duration

B. Shoulder Closure

C. Lane Closure

- 1. Advance Warning Signs
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- 3. Activity Area
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- 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
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150.3.08 Traffic Signals

- A. Responsibility/Cost
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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. Pay Factor Reduction for Asphaltic Concrete Final Surfaces
- 6. Preparation and Planning for Traffic Shifts

C. Raised Pavement Markers

- 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 (≤ 4')
- 3. Limited Access Roadways and Roadways with Paved Shoulder Greater than Four Feet (>4')
- 4. Ramps for Multi-land 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 (≤ 2") or Less Between Adjacent Travel Lanes
- 2. Difference of Two Inches (≤ 2") or Less Between Adjacent Travel Lane and Paved Shoulder Should
- 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 Payment

150.5.01 Enforcement and Adjustments

150.1.03 Related References

A. Standard Specifications

Section 104-Scope of Work

Section 105-Legal Regulations and Responsibility to the Public

Section 107-Legal Regulations and Responsibly 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 - Standard and Wet Weather Polyurea Traffic Stripe

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

Quality Product List #29 (QPL-29) Reflective Sheeting

Quality Product List #34 (QPL-34) Work Zone Traffic Control Devices (Drums, Type III Barricades, Vertical Panels, and Portable Sign Systems)

Quality Product List #35 (QPL-35) Drive Type Galvanized Steel Sign Posts

Quality Product List #46 (QPL-46) Traffic Pavement Markings

Quality Product List #64 (QPL-64) Attenuator Units (Compression Crash Cushion) and Guardrail End Treatments

Quality Product List #76 (QPL-76) Raised Pavement Markers and Channel Markers

Quality Product List #79 (QPL -79) Portable Arrow Boards

Quality Product List #82 (QPL -82) "Portable Changeable Message Signs"

<u>Utility Accommodation Policy and Standards Manual</u>

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 <u>American Traffic Safety Services Association (ATSSA)</u> Work Site Traffic Supervisor Certification program or the <u>National Safety Council Certification program</u>. On-line classes will not be accepted.

The WTCS shall be available on a twenty-four (24) hour basis to perform his duties. If the work requires traffic control activities to be performed during the daylight and nighttime hours, it may be necessary for the Contractor to designate an alternate WTCS. An alternate WTCS must meet the same requirements and qualifications as the primary WTCS and be accepted by the Engineer prior to beginning any traffic control duties. The Worksite Traffic Control Supervisor's traffic control responsibilities shall have priority over all other assigned duties.

As the representative of the Contractor, the WTCS shall have full authority to act on behalf of the Contractor in administering the TTC Plan. The WTCS shall have appropriate training in safe traffic control practices in accordance with Part 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 <u>Subsection 150.5.01</u>.

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 punch 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 his duties shall be considered as non-performance under <u>Subsection 150.5.01</u>.

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 required corrective measures be performed with the next hours/days. LOCATION DESCRIPTION ACTION REOUIRED (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.

Page 1 of 2 (TC-1)

Traffic Control Checklist	Satisfactomy Us	agatisfactomy No	n annliaghla
Traffic Control Checklist	Satisfactory Of	nsatisfactory No	п-аррпсаоте
Signs	S	U	N
 Are the signs correctly installed? Signs are in place according to TTC plans. Signs Are the signs visible and readable to the public be Is retroreflectivity good? Are signs not in use including PCMS properly stopped. 	oth daytime and nightt		per height.
TTC Devices	S	U	N
 Are they MASH/NHCRP 350 approved? Do the Are they installed according to manufacture recording to the manufacture recording to the manufacture recording to the manufacture recording to the manufacture recording to manufacture recording to the manufacture reco	mmendation?		0 requirements?
Clear Zone	S	U	N
 Are all material and equipment stored beyond the If stored in clear zone, are they protected by posit Are drop-off marked and healed according to Spe 	tive barrier?		
Positive Barriers	S	U	N
 Are the barriers in acceptable/marginal condition Are the barrier reflectors proper and in good cond Do the barriers extend to the proper advancement 	and FHWA approved	?	
Attenuators and Guardrails	S	U	N
 Are the proper attenuators assemblies in use? Gating Is the recovery area free of debris and property. Is the assembly in accordance with manufacture of the guardrails properly anchor and/or attache. Are shoes and transition sections in accordance with manufacture. 	evide the necessary recemmendation?		
Pavement Markings	S	U	N
 Are the pavement making visible and legible? Can they be seen during the daytime and nighttim Are there no conflicting pavement markings? Are the pavement markings including RPM instal 	ne?		

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 WCTS 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.

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.D.

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.

A minimum of three (3) copies of the above details shall be submitted to the Engineer for approval at least fourteen (14) days prior to the anticipated traffic shift. The Contractor shall have traffic control details for a traffic shift which has been approved by the Engineer prior to commencement of the physical shift. All preparatory work relative to the traffic shift, which does not interfere with traffic, shall be accomplished prior to the designated starting time. The Engineer and the Contractor's representative will verify that all conditions have been met prior to the Contractor obtaining materials for the actual traffic shift.

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 <u>Subsection 150.3.01.A.</u> 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 (≥ 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 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 (≥ 1 -1/2") thick. Temporary walkways constructed across unimproved streets and drives shall be a minimum thickness of four inches (≥ 4 ") for concrete and three inches (≥ 3 ") for asphalt. Joints formed in concrete sidewalks shall be in accordance with Section 441 Concrete surfaces shall have a broom finish.

If plywood is used as a walkway, it must be a minimum of three quarters of an inch ($\geq 3/4$ ") 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 inches (48"). When it is not possible to maintain a minimum width of sixty inches (60") throughout the entire length of temporary walkway, a sixty inch (60") by sixty inch (60") passing space should be provided at least every two hundred feet (200 ft.), to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to Section 209. Furnish and install any needed temporary pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials and restore the area to the original conditions or as shown in the plans.

b. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps shall be constructed in accordance with <u>Section 441</u> and <u>Construction Detail A-3 Curb Cut (Wheelchair) Ramps Concrete Sidewalk Details</u>. 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 are 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 should meet the requirements of Section 913 and OPL-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 should meet the requirements of Section 913 and QPL-29

All channelization devices (white/ fluorescent orange and white/red) shall meet the minimum retroreflectivity requirements of ASTM D4956 Type VI.

150.2.03 Arrow Panels

Arrow panel should meet the requirements for MUTCD (6F.61) and QPL-79.

Portable sequential arrow, sequential chevron, or flashing arrow panels shall be a minimum size of forty-eight inches (48") high by ninety-six inches (96") wide with not less than fifteen (15) lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow panel and shall have a minimum legibility distance of one (1) mile. The minimum legibility distance is the distance at which the arrow panel can be comprehended by an observer on a sunny day, or clear night. Arrow panels shall be equipped with automatic dimming features for use during hours of darkness. The arrow panels shall also meet the requirements for a Type C panel as shown in the MUTCD (6F.61). The sequential or flashing arrow panels shall not be used for lane closure on two-lane, two-way highways when traffic is restricted to one-lane operations in which case, appropriate signing, flaggers and when required, pilot vehicles will be deemed sufficient.

The arrow panels shall be placed on the shoulder at or near the point where the lane closing transition begins. The panels shall be mounted on a vehicle, trailer, or other suitable support. Vehicle mounted panels shall be provided with remote controls. Minimum mounting height shall be seven feet (7') above the roadway to the bottom of the panel, except on vehicle mounted panels which should be as high as practical.

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

150.2.04 Channelization Devices

A. General

Channelization shall clearly delineate the travel way through the work zone and alert drivers and pedestrians to conditions created by work activities in or near the travel way. Channelization shall be accordance with the plans, specifications, MUTCD, QPL-34, and the following requirements.

B. Drums

1. Design

Drums shall meet the minimum requirement of the <u>MUTCD (6F.67)</u>. For all projects let **June** 2018 and afterward, drums shall have six inch (6") wide stripes – white/fluorescent orange.

2. Application

Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.

3. Longitudinal Channelization

Drums shall be spaced as listed below for various roadside work conditions except as modified by <u>Subsection 150.3.11</u>. Spacing shall be used for situations meeting any of the conditions listed as follows:

a. FORTY FOOT (40') SPACING MAXIMUM

- For difference in elevation exceeding two inches (> 2").
- For healed sections no steeper than 4:1 as shown in <u>Subsection 150.3.11</u>, Detail 150-H...

b. EIGHTY FOOT (80') SPACING MAXIMUM

- For difference in elevation of two inches (≤ 2 ") or less.
- Flush areas where equipment or workers are within ten feet (≤ 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 ($\underline{6F.66}$). All vertical panels shall have a minimum of 270 square inches of retroreflective area facing the traffic and be a minimum thirty-six inches (≥ 36 ") high. For all projects let **June** 2018 and afterward, the vertical panel shall be in addition a minimum eight inches (≥ 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 ($\leq 10^{\circ}$); vertical panels shall be used to restore the travel lane to ten feet ($\geq 10^{\circ}$) 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 inch (6") 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 (≥ 28 ") in height regardless of application and shall meet the requirements of the MUTCD (6F.64).

Retroreflectivity may be be deleted from all cones.

2. Application

On interstate 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 (6F.68). 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 (6F.83).

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 <u>Section 641</u> 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 fix object and shall be projected. 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 <u>Subsection 150.2.10</u>, 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 manufacture'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 <u>Subsection</u> 150.5.01.

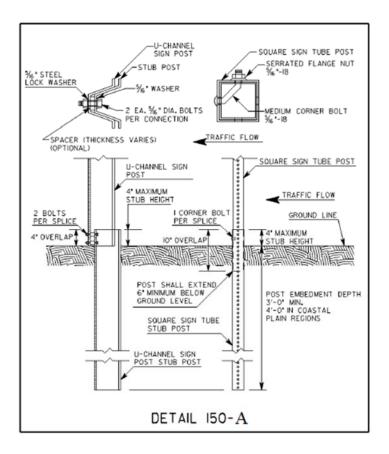
150.2.07 Interim Signs

A. Posts

Permanent mounting height to the bottom of sign shall be seven (7) feet — 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) 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.

Galvanized U-Channel post can be used in lieu of square tubular posts until December 31, 2019. The U-Channel post shall meet the requirements of Section 911. Ground mounted sign(s) greater than nine (9) square feet shall be mounted on two posts. All posts replaced or installed on or after January 01, 2020 shall be square tubular posts.

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.



B. 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 should follow the dimensions provide in MUTCD Table 6F-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 should follow the dimensions provide in 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.

150.2.08 Pavement Markings

All temporary traffic striping shall conform to the requirements of Section 652, Section 653, Section 657, Section 658, Section 659, and QPL-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 plans. On final surfaces when temporary striping will be overlaid or eradicated, the temporary striping shall be a minimum 5 inches in width.

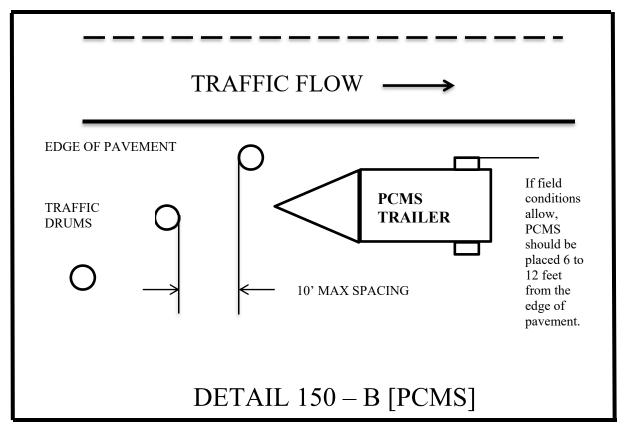
C. All Temporary Traffic Striping on Final Surface

All temporary traffic striping applied to final surfaces which will not be overlay or grinded may be 4 inches in width or as shown on the plans.

150.2.09 Portable Changeable Message Signs

Unless specified as a paid item in the contract, the use of a portable changeable message sign will not be required. When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of Section 632, MUTCD (6F.60) 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, or green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter.

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

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

The signals shall be operated in a manner consistent with traffic requirements. The signals may be operated in timed-mode or in a vehicle-actuated mode. The signals shall be interconnected in a manner to ensure that conflicting movements cannot occur. To 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 Worksite Traffic Control Supervisor. If, at any time, any part of the system fails to operate within these requirements then the use of the signal shall be suspended and the appropriate flagging operation shall begin immediately.

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

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

The Contractor shall have an alternate temporary traffic control plan in the event of failure of the signal.

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 <u>Section 429</u> 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 <u>Subsection 150.5.01</u> 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 <u>Subsection 150.5.01</u>.

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 <u>Sections 620</u>. The lengths of advancement should be in accordance with <u>Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, and Fill Height Embankment"</u>. 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 (6F.85).

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 (≤ 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 (≤ 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 (≤ 20 ') or less of the barrier then the reflectors shall be installed for both directions of traffic.

The reflectors shall be 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 <u>Georgia Standard 4960 "Temporary Barrier (End Treatment Options)"</u> 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 <u>Section 647</u> 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:

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

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

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. 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.

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 <u>Section 108</u>. 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 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 (≥ 16 ') in width at any location.

Vertical: The overhead clearance should not be reduced to less than fifteen feet (≥ 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 (≥ 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 <u>Georgia Standard 4000W "Lengths of Advancement, Clear Zone Distances, Fill Height Embankment"</u>. 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 Worksite Traffic Control Supervisor (WTCS) shall monitor the work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the 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 Worksite Traffic Control Supervisor 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) 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

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

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

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

Existing street name signs shall be maintained at street intersections.

B. Conflicting or Non-Applicable Signs

Any sign(s) or portions of a sign(s) that are not applicable to the TTC plan shall be covered so as not to be visible to traffic or shall be removed from the roadway when not in use. The WTCS shall review all traffic shifts and changes in the traffic patterns to ensure that all conflicting signs have been removed. The review shall confirm that the highest priority signs have been installed and that signs of lesser significance are not interfering with the visibility of the high priority signs.

High priority signs include signs for road closures, shifts, detours, lane closures and curves. Any signs, such as speed zones and speed limits, passing zones, littering fines and litter pick up, that reference activities that are not applicable due to the presence of the Work shall be removed, stored and reinstalled when the Work is completed.

Failure to promptly eliminate conflicting or non-applicable signs shall be considered as non-performance under <u>Subsection</u> 150.5.01.

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). 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 signs shall be used for all punch list work. Portable interim signs shall be mounted a minimum of one foot (≤ 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 <u>Subsection 150.3.E.2.</u> Differing legend designs shall not be mixed in the same sign.

1. Special Guide Signs

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

2. Interim Special Guide Signs

When it is not possible to utilize existing signs, either in place or relocated, the Contractor shall furnish, erect, maintain, modify, relocate, and remove new interim special guide signs in accordance with the Plans or as directed by the Engineer. Interim special guide signs that may be required in addition to, or a replacement for, existing expressway and freeway (interstate) signs shall be designed and fabricated in compliance with the minimum requirements for guide signing contained in Part 2E "Guide Signs – 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 36 inches for interim situations. The use of 48 inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two weeks unless unusual or site specify conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s) may be appropriate during the same period that the flags are in use to increase attention.

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

The placement of any additional interim ground mounted signs and posts or stop 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.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The "Low" 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.

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.

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 so as 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 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 and punch list 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 ($\frac{1}{2}$) 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 (\leq 50) mph or less, the one-half ($\frac{1}{2}$) 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 ½ MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES shall be in place when the 500, 1000 and 1500 feet signs are temporarily covered.

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

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 https://www.hwz.ne 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 https://www.hwz.ne. at the start of the first taper. The https://www.hwz.ne. 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 https://www.hwz.ne. at 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.
 - <u>HWZ-2</u> signs shall be placed at intervals not to exceed one mile for the length of the project. <u>HWZ-2</u> 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 <u>a HWZ-2</u> 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 <u>HWZ-2</u> signs. As soon as the work operation clears the intersection, the signage may be removed.
 - d. Sign <u>HWZ-3</u> 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 in accordance with Detail 150-C.

A "Reduce Speed Limit Ahead" (W3-5) 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 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 <u>Subsection 150.3.11</u>, 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:

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

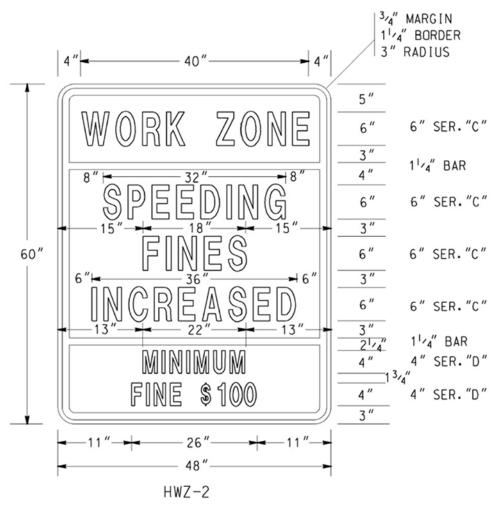
A copy of the weekly records for reduced speed zones shall be submitted to the Engineer.

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.



COLORS TOP PANEL

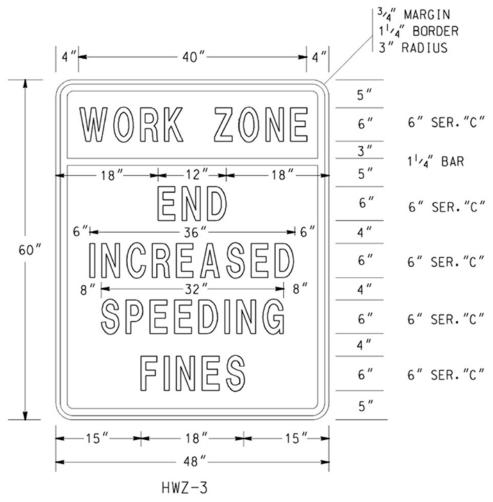
LEGEND & BORDER - BLACK (NON-REFL)
BACKGROUND - FLUORESENT ORANGE

MIDDLE & BOTTOM PANELS

LEGEND & BORDER - BLACK BACKGROUND - WHITE

NOTES:

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



COLORS TOP PANEL

LEGEND & BORDER - BLACK (NON-REFL)
BACKGROUND - FLUORESENT ORANGE

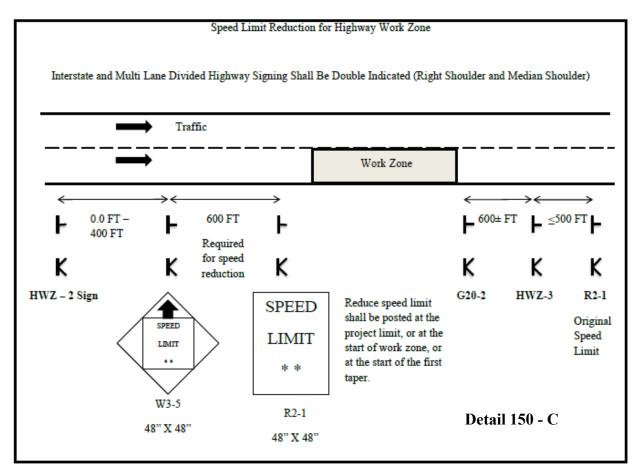
BOTTOM PANEL

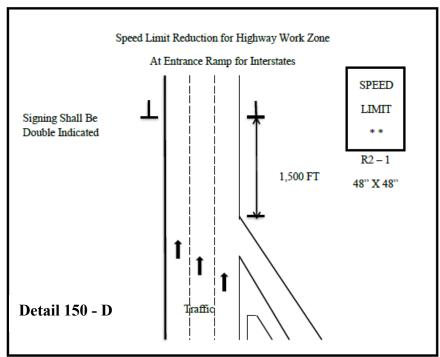
LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - WHITE

NOTES:

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





C. 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 (\leq 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.

PUNCH LIST WORK: Portable signs shall be utilized to accomplish the completion of all punch list items. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the punch list work except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the punch 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 <u>Subsection 150.5.01</u>.

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 Portable Message Board (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 6G.07, 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 place 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 closed 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 <u>MUTCD</u> and <u>Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway"</u> and <u>Georgia Standard 9107 "Traffic Control Detail for Lane Closure on Multi-Lane Undivided Highway"</u>.

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 Portable Changeable Message Sign (PCMS) shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one (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 150-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 <u>MUTCD</u> (6C.08), the minimum length for a merging taper for a lane closure on the travel way shall be as shown in Table 150-1:

TABLE 150-1

Posted	Lane	Lane	Lane	Lane	Maximum Drum
Speed	Width	Width	Width	Width	Spacing in Tapers,
Limit, MPH	9 Feet	10 Feet	11 Feet	12 Feet	(Feet)
	M				
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. A maximum of one (1) lane at a time shall be closed with each merge taper.
- b. A minimum tangent length of two (≥ 2) L shall be installed between each individual lane closure taper. 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

<u>Georgia Standard 9106 "Traffic Control Detail for Lane Closure on Multi-Lane Divided Highway</u>" 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 <u>Section 107</u>, 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 portable changeable message 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 <u>MUTCD</u> 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 3 or better high-visibility clothing. Flagger stations shall be illuminated at night according to MUTCD (6F.82). They shall use a Stop/Slow paddle meeting the requirements of the MUTCD (6E.03) for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven feet (≥ 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 (6E.03). The flag shall, as a minimum, be twenty-four inches (≥ 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 <u>MUTCD</u> and <u>Georgia Standard 9102 "Traffic Control Detail for Lane Closure on Two-Lane Highway"</u>. 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 <u>MUTCD (6C.13)</u>.

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 (6E.04). As a part of this request, the Contractor shall also submit an alternate temporary traffic control plan in the event of a failure of the 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 temporary traffic control plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

150.3.08 Traffic Signals

A. Responsibility/Cost

If the sequence of operations, staging, or the temporary traffic control plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of 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 Section 3A and 3B, except 3B.02, 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 <u>Subsection 150.3.10.D.1.b.</u>. 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 temporary traffic control plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

The Contractor shall sequence the work in such a manner as to allow the installation of markings in the final lane configuration at the earliest possible stage of the work.

2. Removal

Markings no longer applicable shall be removed in accordance with <u>Section 656</u>. 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 grounded, blemished, scarred, or polished the pay factor shall be reduced to 0.95 for the entire surface area of the final topping that has a blemish, polished or a scarred surface. The reduced pay factor shall not be confined to only the width and length of the stripe or the dimensions of the blemished areas, the whole roadway surface shall have the reduced pay factor applied. The area of the reduced pay factor shall be determined by the total length and the total width of the roadway affected. If the affected area is not corrected, the reduction in pay shall be deducted from the final payment

for the topping layer of asphaltic concrete. The Engineer shall make the final determination whether correction or a reduced pay factor is acceptable.

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

Failure to promptly remove conflicting or non-applicable pavement markings shall be considered as non-performance under Subsection 150.5.01.

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 so as to present the least interference with traffic. Interim traffic marking tape shall be used as a temporary substitute for the traffic markings being removed.

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

Except for the final surface, markings on asphaltic concrete may be obliterated by an overlay course, when approved by the Engineer. When an asphaltic concrete overlay is placed for the sole purpose of eliminating conflicting markings and the in place asphaltic concrete section will allow, said overlay will be eligible for payment only if designated in the Plans. Overlays to obliterate lines will be paid for only once and further traffic shifts in the same area shall be accomplished with removable markings. Only the minimum asphaltic concrete thickness required to cover lines will be allowed. Excessive build-up will not be permitted. When an overlay for the sole purpose of eliminating conflicting markings is not allowed, the markings no longer applicable shall be removed in accordance with Section 656.

C. Raised Pavement Markers

Retroreflective raised pavement markers (RPMs) should 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, RPM's shall be placed according to the timeframes specified in <u>Subsection 150.3.10.D</u> 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 <u>not</u> allowed on the right edge lines under any situation.

Retroreflective raised pavement markers (RPMs) should 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 (≤ 38 '). On curves greater than six degrees (>6), a one-foot (1') stripe with a maximum gap of nineteen feet (≤ 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 <u>QPL-76</u>.

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

b. No Passing Zones Two-Lane, Two-Way Roadways

Passing zones shall be re-established in the locations existing prior to resurfacing. No changes to the location of passing zones shall be done without the written approval of the Engineer. For periods not to exceed three (3) calendar days where interim skip centerlines are in place, no-passing zones shall be identified by using post or portable mounted DO NOT PASS regulatory signs (R4-1) twenty-four inches by thirty inches (24" x 30") at the beginning and at intervals not to exceed one-half (\leq ½) 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" x 30") shall be placed at the end of each no-passing zone. Post mounted signs shall be placed in accordance with the MUTCD. Portable signs shall 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 (\leq 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 (\le 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 (≤ 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 <u>Subsection 150.3.10.D.1.a</u>. 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 <u>Subsection 150.3.10.D.2</u> 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 and other similar markings shall be placed on final surfaces conforming to <u>Section 652</u> 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 <u>Section 652</u> 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 <u>Section 652</u>. 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.16) 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 (≤2") or less between adjacent travel lanes should remain for a maximum period of fourteen (14) calendar days.
- 2. Difference of two inches (≤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 <u>Detail 150-G</u>.
- 3. Difference of greater than two inches (> 2") is permitted for continuous operations. Traffic control devices shall be in accordance with <u>Detail 150-E</u>.
- 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 <u>Detail 150-E</u>. After twenty-four (24) hours the section should be healed according to <u>Detail 150-H</u>. 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 <u>Detail 150-H</u> 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 <u>Detail 150-E</u>.

Failure to meet these requirements shall be considered as non-performance of Work under Subsection 150.5.01.

B. Healed Section

Healed section and traffic control devices should be placed in accordance with <u>Detail 150-H</u>. 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 150.5.01.

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.

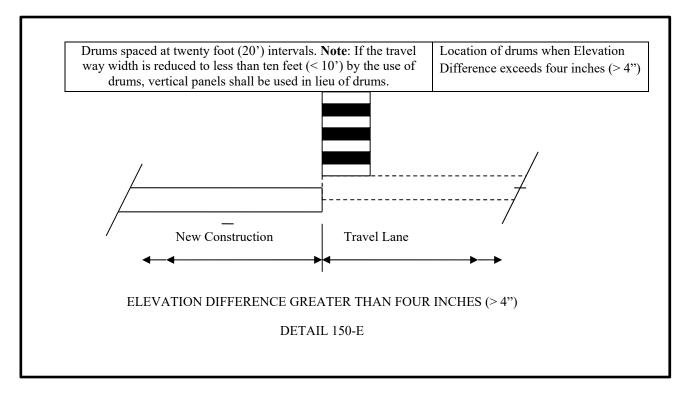
E. Asphaltic Concrete Resurfacing Projects

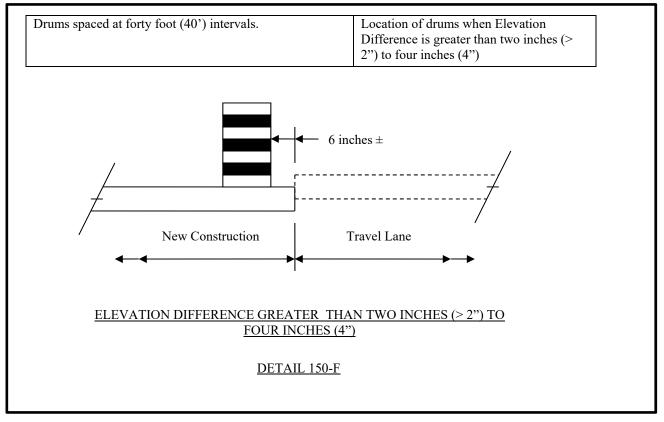
1. Shoulder Construction Included as a Part of the Contract

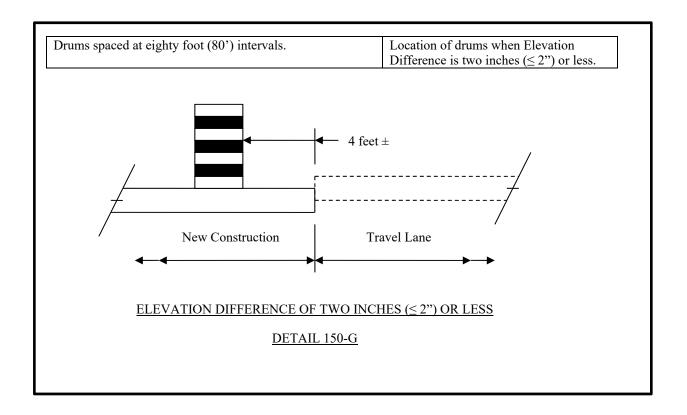
When the placement of asphaltic concrete materials creates a difference in elevation greater than two inches (> 2") between the earth shoulder (grassed or un-grassed) and the edge of travel lane or between the earth shoulder and a paved shoulder that is less than four feet (< 4') in width, the Contractor 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.

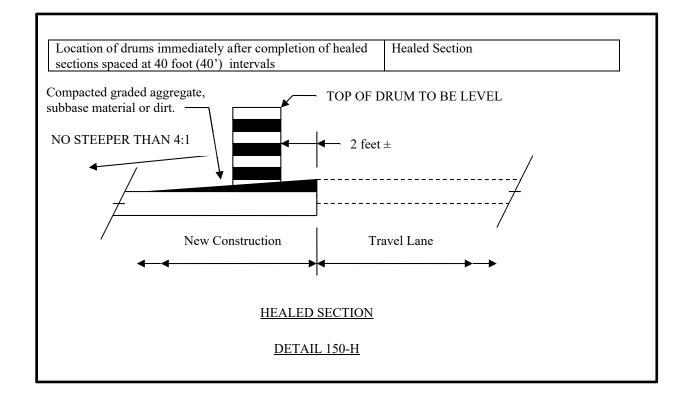
2 Shoulder Construction Not Included as a Part of the Contract

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 punch 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.

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 Barrier

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.

L. Traffic Signal Installation-Temporary

Temporary traffic signal installation will be measured as specified in <u>Section 647</u>.

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 complied 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 his 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 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 <u>24</u> 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	Single lane closure	Per each
Item No. 150	Multilane closure	Per each
Item No, 150	Work Zone Law Enforcement	Per hour

150.5.01 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 <u>Section 105</u>, 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 CO	ONTRACT 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 COBB COUNTY GEORGIA

SPECIAL PROVISION

Factory Shoals Phase 2 - Factory Shoals Road/Beverly Drive (Harmony Leland/Clay ES Relocation) School Zone Safety and Operational Improvements

Project No. X2807

SECTION 150 – TRAFFIC CONTROL

ADD the following:

150.3 CONSTRUCTION REQUIREMENTS

150.3.01 GENERAL

C. Traffic Interruption Restrictions

The Contractor shall not install lane closures, pace traffic or move equipment or materials between the hours of 6:00 a.m. and 9:00 a.m. and 4:00 p.m. to 7:00 p.m. Monday through Friday and 6:00 a.m. to 1:00 p.m. Sunday.

Failure to adhere to these restrictions will result in non-refundable deductions as specified in Section 150.5.01 Enforcement and Adjustments.

Revised: July 30, 2018

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 161—Control of Soil Erosion and Sedimentation

Add the following to Section 161:

161.1 General Description

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

161.1.01 Definitions

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

Design Professional— as used within this specification, means that which is defined in the current National Pollutant Discharge Elimination System (NPDES) Infrastructure Permit No. GAR100002, Part I.B.

161.1.02 Related References

A. Standard Specifications

Section 105—Control of Work

Section 106—Control of Materials

Section 107—Legal Regulations and Responsibility to the Public

Section 109—Measurement and Payment

Section 160—Reclamation of Material Pits and Waste Areas

Section 162—Erosion Control Check Dams

Section 163—Miscellaneous Erosion Control Items

Section 166—Restoration or Alteration of Lakes and Ponds

Section 170—Silt Retention Barrier

Section 171—Silt Fence

Section 205—Roadway Excavation

Section 434—Asphalt Paved Ditches

Section 441—Miscellaneous Concrete

Section 603—Rip Rap

Section 700—Grassing

Section 711—Turf Reinforcement Matting

Section 716—Erosion Control Mats (Slopes)

Section 161—Control of Soil Erosion and Sedimentation

Erosion control measures contained in the Specifications include:

Erosion Control Measure	Section
Concrete Paved Ditches	441
Check Dams	163.3.05.J
Mulching	700.3.05.G
Erosion Control Mats (Slopes)	716
Grassing	700
Maintenance of Temporary Erosion and Sedimentation Control Devices	165
Turf Reinforcement Matting	711
Reclamation of Material Pits and Waste Areas	160
Rip Rap	603
Restoration or Alteration of Lakes and Ponds	166
Asphalt Ditch Paving	434
Temporary Sediment Basin	163.3.05.C
Silt Control Gates	163.3.05.A
Silt Retention Barrier	170
Sod	700.3.05.H & 700.3.05.I
Mulch	163.3.05.G
Temporary Grass	163.3.05.F
Silt Fence	171
Temporary Slope Drains	163.3.05.B
Triangular Silt Barrier	720
Silt Filter Bag	719
Organic and Synthetic Material Fiber Blanket	713

B. Referenced Documents

NPDES Infrastructure Permit No. GAR100002

GDOT WECS seminar

Georgia Soil and Water Conservation Commission Certification Level IA and Level II courses

Environmental Protection Divisions Rules and Regulations (Chapter 391-3-7)

OCGA 12-7-1

Erosion, Sedimentation and Pollution Control Plan (ESPCP)

161.1.03 Submittals

A. Status of Erosion Control Devices

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

- 1. Submit all reports to the Engineer within 24 hours of the inspection. Refer to Subsection 167.3.05.C for report requirements.
- 2. The Engineer will review the reports and inspect the Project for compliance and concurrence with the submitted reports.

Section 161—Control of Soil Erosion and Sedimentation

- 3. The Engineer will notify the WECS or certified personnel of any additional items that should be added to the reports.
- 4. Items listed in the report requiring maintenance shall be completed within seventy-two (72) hours.
- 5. BMPs that have failed or is deficient beyond routine maintenance and has resulted in sediment deposition into waters of the State shall have immediate reasonable steps taken to address the condition, including cleaning up any contaminated surfaces so the material will not discharge in subsequent storm events. When the repair does not require a new or replacement BMP or significant repair, the BMP failure or deficiency must be corrected by the close of the next business day from the time of discovery. If the correction requires a new or replacement BMP or significant repair, the correction must be completed and operational within seven (7) days from the time of discovery. If seven (7) days is infeasible, document why the timeframe is infeasible and coordinate with the Engineer to schedule the correction as soon as feasible after the seven (7) day timeframe. The Department must be in agreement with the infeasibility.

B. Erosion and Sediment Pollution Control Plan

1. Project Plans

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

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

The Contractor is responsible for amending the approved erosion, sedimentation and control plans if they add a haul road that is outside of the project roadway but within the right of way or construct any borrow pits, or excess material pits inside the Right of Way. Prepare these plans for all stages of construction and include the appropriate items and quantities. Submit these plans to the Engineer for review prior to land disturbing activities. These plans are to be prepared by a Design Professional.

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

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

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

4. Culverts and Pipes

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

5. Temporary Asphalt or Concrete Batch Plants

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

161.2 Materials

161.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

161.3 Construction Requirements

161.3.01 Personel

A. Duties of the Worksite Erosion Control Supervisor

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

The WECS and alternates shall:

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

The WECS' duties include the following:

- Be available 24 hours a day and have access to the equipment, personnel, and materials needed to maintain erosion control, and to the extent practicable, flooding control. An approved representative can be substituted for the WECS in regard to 24 hour availability. This representative shall be at least GSWCC Level IA, or higher, but is not required to be certified as a WECS.
 - Inform the Engineer in writing whenever the alternate WECS will assume project responsibilities for more than 3 (three) days.
 - Ensure that erosion control deficiencies are corrected within seventy-two (72) hours.
 - Ensure that erosion control deficiencies that resulted in sediment deposition into waters of the State are corrected.
 - Deficiencies that interfere with traffic flow, safety, or downstream turbidity are to be corrected immediately.
 - Be on the site within three (3) hours after receiving notification of an emergency prepared to positively respond to the conditions encountered. The Department may handle emergencies without notifying the Contractor. The Department will recover costs for emergency maintenance work according to Subsection 105.15, "Failure to Maintain Roadway or Structures."
 - Maintain and submit for project record, "As-built" Erosion, Sedimentation and Control Plans that supplement and graphically depict EC-1 reported additions and deletions of BMPs. The As-Built plans are to be accessed and retained at a Department facility at all times.
 - Ensure that both the WECS and the alternate meet the criteria of this Subsection.
 - The WECS shall maintain a current certification card for the duration of the project. Recertification of the WECS may begin within 365 days of the expiration date of the current certification and upon receiving a passing examination grade; the current expiration date shall be extended three (3) years. Certification shall be allowed to occur without a lapse of the credential for a period not to exceed ninety (90) days after the current expiration date. If the allowed ninety (90) days has lapsed, the individual is no longer certified to serve in a WECS capacity on the project until the individual attends and passes the course examination.

161.3.02 Equipment

General Provisions 101 through 150.

161.3.03 Preparation

General Provisions 101 through 150.

161.3.04 Fabrication

General Provisions 101 through 150.

161.3.05 Construction

A. Control Dust Pollution

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

B. Perform Permanent or Temporary Grassing

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

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

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

C. Seed and Mulch

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

D. Implement Permanent or Temporary Erosion Control

- 1. Silt fence shown along the perimeter, e.g. right of way, and sediment containment devices, e.g. sediment basins, shall be installed prior to major clearing and grubbing operations. Minor clearing and grubbing are allowed for the sole purpose of installing perimeter controls and other initial phase BMPs.
- 2. Incorporate permanent erosion control features into the Project at the earliest practicable time, e.g. velocity dissipation, permanent ditch protection.
- 3. Use temporary erosion control measures to address minor conditions that develop during construction, e.g. between construction stages.
- 4. Use temporary erosion control measures when installation of permanent erosion control features cannot be accomplished.

The Engineer has the authority to:

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

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

E. Erodible Area

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

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

Upon receipt of a written request from the contractor the State Construction Engineer, or his designee, will review; the request, any justifications and the Project conditions for waiver of the 17 acres (7 ha) limitation. If the 17 acre limitation is increased by the State Construction Engineer, the WECS shall not be assigned to another project in that capacity and should remain on site each work day that the exposed acreage exceeds 17 acres.

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

F. Perform Grading Operations

Perform the following grading operations:

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

G. Perform Construction in Rivers and Streams

Perform construction in river and stream beds as follows:

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

- Piling that is to be removed
- Debris
- Other obstructions placed or caused by construction operations
- 5. Do not ford live streams with construction equipment.
- 6. Use temporary bridges or other structures that are adequate for a 25-year storm for stream crossings. Include costs in the price bid for the overall contract.
- 7. Do not operate mechanized equipment in live streams except to construct channel changes or temporary or permanent structures, and to remove temporary structures, unless otherwise approved in writing by the Engineer.

H. State Water Buffers and Environmental Restrictions

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

I. Maintenance Projects

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

- 1. After temporary and permanent erosion control devices are installed and the area permanently stabilized (temporary or permanent) and approved by the Engineer, the area may be released from the 1 acre (0.4 ha) limit.
- 2. The maximum of 1 acre (0.4 ha) of erodible earth applies to the entire project and to all combined operations, including borrow and excess material operations that are within the right of way, not 1 acre (0.4 ha) of exposed erodible earth for each operation.
- 3. Do not allow the disturbed exposed erodible area to exceed 1 acre (0.4 ha). This 1 acre (0.4 ha) limit includes all disturbed areas relating to the construction of the project including but not limited to slope and shoulder construction.
- 4. At the end of each working day, permanently stabilize all of the area disturbed by slope and shoulder reconstruction to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment. For purposes of this Specification, the end of the working day is defined as when the construction operations cease. For example, 6:00 a.m. is the end of the working day on a project that allows work only between 9:00 p.m. and 6:00 a.m.)
- 5. Stabilize the cut and fill slopes and shoulder with permanent or temporary grassing and a Wood Fiber Blanket (Section 713, Type II). Mulching is not allowed. Borrow pits, soil disposal sites and haul roads will not require daily applications of wood fiber blanket. The application rate for the Wood Fiber Blanket on shoulder reconstruction is the rate specified for Shoulders. For shoulder reconstruction, the ground preparation requirements of Subsection 700.3.05.A.1 are waived. Preparation consists of scarifying the existing shoulders

4 to 6 in (100 to 150 mm) deep and leaving the area in a smooth uniform condition free from stones, lumps, roots or other material.

- 6. If a sudden rain event occurs that would not allow the Contractor to apply the Type II Wood Fiber Blanket per Section 713, install Wood Fiber Blanket Type I per Section 713 if directed by the Engineer. Wood Fiber Blanket Type I application is for emergency use only.
- 7. Install temporary grass or permanent grass according to seasonal limitations and Specifications. When temporary grass is used, use the over seeding method (Subsection 700.3.05.E.4) when planting permanent grass.
- 8. Remove and dispose of all material excavated for the trench widening operation at an approved soil disposal site by the end of each working day. When shoulder reconstruction is required, this material may be used to reconstruct the graded shoulder after all asphaltic concrete pavement has been placed.
- Provide immediate permanent and/or temporary erosion control measures for borrow pits, soil disposal sites
 and haul roads to prevent any contamination of adjacent streams or other watercourses, lakes, ponds or other
 areas of water impoundment.
- 10. Place asphalt in the trench the same day as the excavation occurs. Place asphalt or concrete in driveways and side roads being re-graded the same day as the excavation occurs. Stabilize any disturbed or exposed soil that is not covered with asphalt with a Wood Fiber Blanket (and grass seed). Payment will be made for the Wood Fiber Blanket and grass seed only if the shoulder has been constructed to final dimensions and grade and no further grading will be required.
- 11. Do not allow the grading (height of cut or fill) to exceed the operating range of the grassing equipment.
- 12. When grading operations or other soil disturbing activities are suspended, regardless of the reason, promptly perform all necessary permanent stabilization and/or erosion control work.
- 13. Use temporary erosion control measures to:
 - Correct conditions that develop during construction but were unforeseen during the design stage.
 - Use as needed before installing permanent erosion control features.
 - Temporarily control erosion that develops during normal construction practices but are not associated with permanent control features on the Project.
- 14. When conditions warrant, such as unfavorable weather (rain event), the Engineer may require more frequent intervals for this work.

J. Other Projects

On non-NOI construction projects that have minimal amounts of grading with the installation of BMP's, the Contractors qualified personnel shall be required to submit a weekly EC-1 inspection form in accordance with Section 167. This weekly EC-1 inspection shall begin when BMP's are installed and continue until the acceptance of permanent stabilization.

161.3.06 Quality Acceptance

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

161.3.07 Contactor Warranty and Maintenance

Maintain the erosion control features installed to:

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

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

161.4 Measurement

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

161.4.01 Limits

General Provisions 101 through 150.

161.5 Payment

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

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

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

161.5.01 Enforcement and Adjustments

A. Failure to Provide WECS

If a designated WECS is not maintained, activities will cease except traffic control and erosion control work. Monies that are due or may become due could be withheld according to the Specifications.

B. Failure to Comply with Specifications

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

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

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

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

C. Receipt of a Consent Order, Notice of Violation, etc.

Regulatory enforcement actions will be resolved including the minimum following steps:

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

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

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

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

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

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

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

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 163—Miscellaneous Erosion Control Items

Delete Section 163 and substitute the following:

163.1 General Description

This work includes constructing and removing:

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

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

163.1.01 Related References

A. Standard Specifications

Section 109—Measurement and Payment

Section 161—Control of Soil Erosion and Sedimentation

Section 171—Silt Fence

Section 500—Concrete Structures

Section 576—Slope Drain Pipe

Section 603—Rip Rap

Section 700—Grassing

Section 711—Turf Reinforcement Matting

Section 716—Erosion Control Mats (Slopes)

Section 720 - Triangular Silt Barrier

Section 800—Coarse Aggregate

Section 801—Fine Aggregate

Section 822—Emulsified Asphalt

Section 845—Smooth Lined Corrugated Polyethylene (PE) Culvert Pipe

Section 860—Lumber and Timber

Section 863—Preservative Treatment of Timber Products

Section 881—Fabrics

Section 163 - Miscellaneous Erosion Control Items

Section 890—Seed and Sod

Section 893—Miscellaneous Planting Materials

B. Referenced Documents

AASHTO M252

AASHTO M294

163.1.02 Submittals

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

163.2 Materials

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

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

Materials shall meet the requirements of the following Specifications:

Material	Section
Mulch	893.2.02
Temporary Silt Fence	171
Concrete Aprons and Footings shall be Class A	500
Rip Rap	603
Temporary Grass	700
Triangular Silt Barrier	720
Coarse Aggregate	800
Lumber and Timber	860.2.01
Preservative Treatment of Timber Products	863.1
Corrugated Polyethylene Temporary Slope Drain Pipe	845

163.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

163.3 Construction Requirements

163.3.01 Personnel

General Provisions 101 through 150.

163.3.02 Equipment

General Provisions 101 through 150.

163.3.03 Preparation

General Provisions 101 through 150.

163.3.04 Fabrication

General Provisions 101 through 150.

163.3.05 Construction

A. Silt Control Gates

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

1. Clear and grade only that portion of the roadway within the affected drainage area where the drainage structure will be constructed.

Section 163 - Miscellaneous Erosion Control Items

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

B. Temporary Slope Drains

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

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

C. Temporary Sediment Basins

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

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

D. Sediment Barriers

Construct sediment barriers according to the Plan details.

The following items may be used for sediment barriers

- 1. Type A Silt Fence.
- 2. Type C Silt Fence.
- 3. Rectangular, mechanically produced and standard-sized baled wheat straw.
- 4. Triangular Silt Barrier.
- 5. Synthetic Fiber: Use synthetic fiber bales of circular cross section at least 18 in (450 mm) in diameter. Use synthetic bales of 3 ft or 6 ft (0.9 m or 1.8 m) in length that are capable of being linked together to form a continuous roll of the desired total length. Use bales that are enclosed in a geotextile fabric and that contain a pre-made stake hole for anchoring.
- 6. Coir: Use coir fiber bales of circular cross section at least 16" (400mm) in diameter. Use coir bales of 10 ft, 15 ft, or 20 ft (3 m, 4.5 m, or 6 m) in length. Use coir baled with coir twine netting with 2 in X 2 in (50 mm X 50 mm)

openings. Use coir bales with a dry density of at least 7 lb/ft^3 (112 kg/m^3). Anchor in place with 2 in X 4 in (50 mm X 100 mm) wooden wedges with a 6 in (150 mm) nail at the top. Place wedges no more than 36 in (900 mm) apart.

- 7. Excelsior: Use curled aspen excelsior fiber with barbed edges in circular bales of at least 18 in (450 mm) in diameter and nominally 10 ft (3 m) in length. Use excelsior baled with polyester netting with 1 in X 1 in (25 mm by 25 mm) triangular openings. Use excelsior bales with a dry density of at least 1.4 lb/ft³ (22 kg/m³). Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm).
- 8. Compost Filter Sock: Use general use compost (see Subsection 893.2.02.A.5.b) in circular bales at least 18 in (450 mm) diameter. Use compost baled with photo-degradable plastic mesh 5 mils thick with a maximum 0.38 in X 0.38 in (10 mm X 10 mm) openings. Anchor in place with 1 in (25 mm) diameter wooden stakes driven through the netting at intervals of no more than 2 ft (600 mm) in concentrated flow applications and no more than 5 ft (1500 mm) in sheet flow applications. The sock shall be dispersed on site when no longer required, as determined by the Engineer. Do not use Compost Filter Socks in areas where the use of fertilizer is restricted.
- 9. Compost Filter Berm: Use erosion control compost (see Subsection 893.2.02) to construct an noncompacted 1.5 ft to 2 ft (450 mm to 600 mm) high trapezoidal berm which is approximately 2 ft to 3 ft (600 mm to 1 m) wide at the top and minimum 4 ft (1.2 m) wide at the base. Do not use Compost Filter Berms in areas where the use of fertilizer is restricted.

The construction of the compost filter berm includes the following:

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

E. Other Temporary Structures

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

F. Temporary Grass

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

Use temporary grass in the following situations:

- When required by the Specifications or directed by the Engineer to control erosion where permanent grassing cannot be planted.
- To protect an area for longer than mulch is expected to last (60 calendar days), plant temporary grass as follows:
 - 1. Use seeds that conform to Subsection 890.2.01, "Seed." Perform seeding according to Section 700; except use the minimum ground preparation necessary to provide a seed bed if further grading is required.
 - 2. Prepare areas that require no further grading according to Subsection 700.3.05.A, "Ground Preparation." Omit the lime unless the area will be planted with permanent grass without further grading. In this case, apply the lime according to Section 700.
 - 3. Apply mixed grade fertilizer at 400 lbs/acre (450 kg/ha). Omit the nitrogen. Mulch (with straw or hay) temporary grass according to Section 700. (Erosion control compost Mulch will not be allowed with grassing.)
 - 4. Before planting permanent grass, thoroughly plow and prepare areas where temporary grass has been planted according to Subsection 700.3.05.A, "Ground Preparation".
 - 5. Apply Polyacrylamide (PAM) to all areas that receive temporary grassing.
 - 6. Apply PAM (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
 - 7. Apply PAM according to manufacturer specifications.
 - 8. Use only anionic PAM.

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

G. Mulch

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

Apply mulch as follows:

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

2. Erosion control compost - Without Grass Seed

- a. Uniformly spread the mulch (erosion control compost) over the designated areas 2 in (50 mm) thick.
- b. When rolling is necessary, or directed by the Engineer, use a light corrugated drum roller.
- c. When grassing operations begin, leave the mulch in place and plow the mulch into the soil during seed bed preparation. The mulch will become beneficial plant food for the newly planted grass.
- d. Plant temporary grass on area stabilized with mulch (erosion control compost) after 60 calendar days.
- e. Do not use Erosion Control Compost in areas where the use of fertilizer is restricted.

H. Miscellaneous Erosion Control Items Not Shown on the Plans

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

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

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

I. Diversion Channels

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

J. Check Dams

Check dams are constructed of the following materials;

- Stone plain riprap according to Section 603 (Place woven plastic filter fabric on ditch section before placing riprap.)
- Sand bags as in Section 603 without Portland cement
- Baled wheat straw
- Compost filter socks
- Fabric (Type C silt fence)

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

K. Construction Exits

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

Construction exit tire wash assemblies shall be installed when conditions dictate additional tire cleaning measures are necessary to assist in protecting public roadways. Install construction exit tire wash assemblies in accordance with the Plan details as directed by the Engineer. The Contractor may submit other construction exit tire wash assembly and

Section 163 – Miscellaneous Erosion Control Items

sediment storage methods for review and approval by the Engineer. Remove the construction exit tire wash assembly from the construction exit as directed by the Engineer.

L. Retrofits

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

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

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

M. Inlet Sediment Traps

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

Inlet sediment traps may be constructed of Type C silt fence, plastic frame and filter, hay bales, baffle box, or other filtering materials approved by the Engineer. Construct inlet sediment traps according to the appropriate specification for the material selected for the trap. Place inlet sediment traps as shown on the Plans or as directed by the Engineer.

N. Rock Filter Dams

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

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

O. Stone Filter Berms

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

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

P. Stone Filter Rings

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

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

Q. Temporary Sediment Traps

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

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

163.3.06 Quality Acceptance

General Provisions 101 through 150.

163.3.07 Contractor Warranty and Maintenance

163.4 Measurement

A. Silt Control Gates

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

B. Temporary Slope Drains

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

C. Temporary Sediment Basins

Temporary sediment basins are measured for payment by the entire structure complete, including construction, maintenance, and removal. Temporary grassing for sediment basins is measured separately for payment. Measurement also includes:

- Earthwork
- Drainage
- Spillways
- Baffles
- Riprap
- Final cleaning to remove the basin

D. Sediment Barriers

Sediment barriers are measured by the linear foot (meter).

E. Other Temporary Structures

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

F. Temporary Grass

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

G. Mulch

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

H. Miscellaneous Erosion Control Items Not Shown on the Plans

These items are not measured for payment. The cost for construction, materials, and removal is included in the price bid for other contract items.

I. Diversion Channels

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

J. Check Dams

Stone, sand bags, baled wheat straw, and compost filter sock check dams are measured per each, which includes all work necessary to construct the check dam including woven plastic filter fabric placed beneath stone check dams. Fabric check dams are measured per linear foot.

K. Construction Exits

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

Section 163 - Miscellaneous Erosion Control Items

Construction exit tire wash assemblies are measured per each when added to an existing construction exit. Measurement includes all work necessary to construct the construction exit tire wash assembly including an acceptable sediment trap, water source, and removal.

L. Retrofits

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

M. Inlet Sediment Traps

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

N. Rock Filter Dams

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

O. Stone Filter Berms

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

P. Stone Filter Rings

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

O. Temporary Sediment Traps

Temporary sediment traps are measured for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

163.4.01 Limits

General Provisions 101 through 150.

163.5 Payment

A. Silt Control Gates

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

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

B. Temporary Slope Drains

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

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

C. Temporary Sediment Basins

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

D. Sediment Barriers

Sediment barriers are paid by the linear foot (meter). Price and payment are full compensation for work and supervision to construct, and remove the sediment barrier, including final clean-up.

E. Other Temporary Structures

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

F. Temporary Grass

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

G. Mulch

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

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

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

H. Miscellaneous Erosion Control Items Not Shown on the Plans

These items are not paid for separately. They are included in the price bid for other contract items.

I. Diversion Channel

Diversion channels are not paid for separately. They are included in the price bid for other contract items.

J. Check Dams

Payment is full compensation for all materials, construction, and removal. Stone plain riprap, sand bag, baled wheat straw, or compost filter socks check dams are paid for per each. The required woven filter fabric required under each stone check dams is included in the bid price. Fabric check dams are paid for per linear foot.

K. Construction Exits

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

Construction exit tire wash assemblies are paid for per each when added to an existing construction exit. Payment is full compensation for all labor, equipment, materials, construction, and removal. An acceptable sediment trap and water source is required and included in the price bid for each.

L. Retrofits

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

M. Inlet Sediment Traps

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

N. Rock Filter Dams

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

O. Stone Filter Berms

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

P. Stone Filter Rings

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

Q. Temporary Sediment Traps

Temporary sediment traps are paid for payment per each required. This includes the entire structure at each location and all the work necessary for construction.

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

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

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

Payment is made under:

Item No. 163	Construct and remove silt control gates	Per each
Item No. 163	Construct and remove temporary pipe slope drains	Per linear foot (meter)
Item No. 163	Construct and remove temporary sediment barriers	Per linear foot (meter)
Item No. 163	Construct and remove sediment basins	Per each
Item No. 163	Construct and remove check dams except fabric dams	Per each
Item No. 163	Construct and remove fabric check dams	Per linear foot (meter)
Item No. 163	Construct and remove construction exits	Per each
Item No. 163	Construct and remove construction exit tire wash assembly	Per each
Item No. 163	Construct and remove retrofits	Per each
Item No. 163	Construct and remove rock filter dams	Per each
Item No. 163	Construct and remove stone filter berms	Per linear foot (meter)
Item No. 163	Construct and remove stone filter rings	Per each
Item No. 163	Construct and remove inlet sediment traps	Per each
Item No. 163	Construct and remove temporary sediment traps	Per each
Item No. 163	Temporary grass	Per acre (hectare)
Item No. 163	Mulch	Per ton (megagram)

163.5.01 Adjustments

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 165—Maintenance of Temporary Erosion and Sedimentation Control Devices

Delete Section 165 and substitute the following:

165.1 General Description

This work consists of providing maintenance on temporary erosion and sediment control devices, including but not limited to the following:

- Silt control gates
- Temporary erosion control slope drains shown on the Plans or as directed
- Temporary sediment basins
- Silt control gates
- Check dams
- Sediment barriers
- Rock filter dams
- Stone filter berms
- Stone filter rings
- Temporary sediment traps

It also consists of removing sediment that has accumulated at the temporary erosion and sedimentation control devices.

165.1.01 Definitions

General Provisions 101 through 150.

165.1.02 Related References

A. Standard Specifications

General Provisions 101 through 150.

B. Referenced Documents

General Provisions 101 through 150.

165.1.03 Submittals

General Provisions 101 through 150

165.2 Materials

165.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

165.3 Construction Requirements

165.3.01 Personnel

General Provisions 101 through 150.

165.3.02 Equipment

General Provisions 101 through 150.

165.3.03 Preparation

General Provisions 101 through 150.

165.3.04 Fabrication

General Provisions 101 through 150.

165.3.05 Construction

As a minimum, clean sediment from all temporary erosion control devices (except temporary sediment basins) installed on the project when one-half the capacity by volume, as measured by depth, has been reached. Clean sediment from all temporary sediment basins installed on a project when one-third the capacity of the storage volume has been filled.

Handle excavated sediment from any erosion or sediment control device in one of the following ways:

- Remove sediment from the immediate area and immediately stabilize it to prevent the material from refilling any erosion or sediment control device.
- Place and mix it in the roadway embankment or waste it in an area approved by the Engineer.

Repair or replace at no cost to the Department any erosion or sediment control device that is not functioning properly or is damaged due to negligence or abuse.

A. Temporary Silt Fence

Maintenance of temporary silt fence consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations ("filtercake") on the fabric by tapping the fabric on the downstream side. Maintenance of silt fence also includes the removal and replacement of any deteriorated filter fabric reducing the effectiveness of the silt fence on any properly installed silt fence.

B. Silt Control Gates

Maintenance of temporary silt control gates consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side.

C. Check Dams (all types)

Maintenance of temporary erosion control check dams shall consist of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes. When applicable, this item will include the removal of sediment accumulations on the fabric by tapping the fabric on the downstream side, or from the baled straw by similar means.

D. Silt Retention Barriers

Maintenance of temporary silt retention barriers consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

E. Temporary Sediment Basins

Maintenance of temporary sediment basins consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original bottom of the basin. This also includes removing accumulated sediment from the rock filter and restoring the rock filter to its original specified condition and any work necessary to restore all other components to the pre-maintenance conditions.

F. Sediment Barriers

Maintenance of sediment barriers consists of furnishing all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0 % filled). Also included is the removal of sediment accumulations on the barriers by tapping.

G. Triangular Silt Barriers

Maintenance of triangular silt barriers consists of all labor, tools, materials, equipment and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled).

H. Retrofits

Maintenance of the retrofits device consists of all labor, tools, materials, equipment and necessary incidentals to remove and properly dispose of accumulated sediment in the permanent detention pond being utilized as a temporary sediment basin. This item also includes any maintenance that is required to ensure the retrofit device is maintained per Plan details and any maintenance of the stone filter to maintain its filtering ability, including cleaning and replacement.

I. Construction Exits

Maintenance of the construction exits consists of all labor, tools, materials, equipment and incidentals, including additional stone and geotextile fabric as required to prevent the tracking or flow of soil onto public roadways. This includes scarifying existing stone, cleaning existing stone, or placement of additional stone.

Maintenance of the construction exit tire wash assembly consists of all labor, tools, materials, and equipment and incidentals, including stone and geotextile fabric as required to prevent the tracking or flow of soil onto public roadways. This includes scarifying existing stone, cleaning existing stone, cleaning tire wash assembly area, or placement of additional stone. It also includes the removal and dispose of accumulated sediment in the required approved sediment storage device down to the original ground line (0% filled).

Cleaning of the construction exit by scraping and/or brooming only will not be measured for payment.

J. Inlet Sediment Traps

Maintenance of inlet sediment traps consists of all labor, tools, materials, equipment, and necessary incidentals to remove and properly dispose of accumulated sediment in the trap and/or the excavated area adjacent to the trap. It also includes any maintenance that is required to remove sediment accumulations ("filtercake") from the material selected to construct the inlet sediment trap.

K. Rock Filter Dams

Maintenance of rock filter dams consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

L. Stone Filter Berms

Maintenance of stone filter berms consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

M. Stone Filter Rings

Maintenance of stone filter rings consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

N. Temporary Sediment Traps

Maintenance of temporary sediment traps consists of all labor, tools, materials, equipment, and necessary incidentals to remove and dispose of accumulated sediment down to the original ground line (0% filled). This item also includes the removal of any material deposited in sump holes.

165.3.06 Quality Acceptance

General Provisions 101 through 150.

165.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

165.4 Measurement

A. Temporary Silt Fence

Maintenance of temporary silt fence, Type A or C, is the actual linear feet (meter) of silt fence measured in place where sediment is removed or where the silt fence has become undermined due to no fault or negligence of the Contractor. Any deteriorated filter fabric reducing the effectiveness of the silt fence that needs to be removed and replaced will be measured as maintenance of temporary silt fence.

B. Silt Control Gates

Maintenance of temporary silt control gates, Type 1, 2, or 3, as specified on the Plans is measured as a single unit.

C. Check Dams (All Types)

Maintenance of temporary erosion control check dams as specified on the Plans is the actual linear feet (meter) of baled straw, or rip rap, measured in place, where sediment is removed.

D. Silt Retention Barriers

Maintenance of temporary silt retention barrier as specified on the Plans is measured by the linear foot (meter) where sediment is removed.

E. Temporary Sediment Basins

Maintenance of temporary sediment basins as specified on the Plans is measured as a single unit.

F. Sediment Barriers

Maintenance of sediment barriers is the actual linear feet (meter) measured in place where sediment is removed.

G. Triangular Silt Barriers

Maintenance of triangular silt barrier as specified on the plans is measured by the linear foot (meter) where sediment is removed.

H. Retrofits

Maintenance of retrofit devices at the location specified on the Plans is measured per each.

I. Construction Exits

Maintenance of construction exits at the location specified on the Plans, or as directed by the Engineer is measured per each.

Maintenance of construction exit tire wash assemblies, including the required approved sediment storage device, at the location specified on the Plans, or as directed by the Engineer are measured per each when added to an existing construction exit.

Each location will be measured as either maintenance of construction exit or maintenance of construction exit tire wash assembly, but not measured simultaneously for payment.

J. Inlet Sediment Traps

Maintenance of inlet sediment traps at the location specified on the Plans, or as added by the Engineer is measured per each.

K. Rock Filter Dams

Maintenance of rock filter dams as specified on the plans is measured as a single unit.

L. Stone Filter Berms

Maintenance of stone filter berms as specified on the plans is measured per linear foot (meter).

M. Stone Filter Rings

Maintenance of stone filter rings as specified on the plans is measured as a single unit.

N. Temporary Sediment Traps

Maintenance of temporary sediment traps as specified on the plans is measured as a single unit.

165.4.01 Limits

General Provisions 101 through 150.

165.5 Payment

A. Temporary Silt Fence

Maintenance of temporary silt fence, Type A or C, is paid for at the contract unit price bid per linear foot (meter).

B. Silt Control Gates

Maintenance of temporary silt control gates, Type 1, 2, or 3, as specified on the Plans is paid for at the contract unit price bid per each.

C. Check Dams

Maintenance of check dams as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

D. Silt Retention Barriers

Maintenance of temporary silt retention barriers as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

E. Temporary Sediment Basins

Maintenance of temporary sediment basins as specified on the Plans is paid for at the contract unit price bid per each.

F. Sediment Barriers

Maintenance of sediment barriers as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

G. Triangular Silt Barriers

Maintenance of triangular silt barriers as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

H. Retrofits

Maintenance of the retrofit devices at the location specified on the Plans is paid for at the contract unit price bid per each.

I. Construction Exits

Maintenance of the construction exits at the location specified on the Plans or as added by the Engineer is paid for at the contract unit price per each.

Maintenance of construction exit tire wash assembly at the location specified on the Plans or as added by the Engineer is paid for at the contract unit price per each when added to an existing construction exit.

J. Inlet Sediment Traps

Maintenance of the inlet sediment traps at the location specified on the Plans or at the location specified by the Engineer is paid for at the contract unit price per each.

K. Rock Filter Dams

Maintenance of rock filter dams as specified on the Plans is paid for at the contract unit price bid per each.

L. Stone Filter Berms

Maintenance of stone filter berms as specified on the Plans is paid for at the contract unit price bid per linear foot (meter).

M. Stone Filter Rings

Maintenance of stone filter rings as specified on the Plans is paid for at the contract unit price bid per each.

N. Temporary Sediment Traps

Maintenance of temporary sediment traps as specified on the Plans is paid for at the contract unit price bid per each.

Payment will be made under:

Item No. 165	Maintenance of temporary silt fence	per linear foot (meter)
Item No. 165	Maintenance of silt control gates	per each
Item No. 165	Maintenance of check dams	per linear foot (meter)
Item No. 165	Maintenance of silt retention barriers	per foot (meter)
Item No. 165	Maintenance of temporary sediment basins	per each
Item No. 165	Maintenance of sediment barriers	per linear foot (meter)
Item No. 165	Maintenance of triangular silt barriers	per linear foot (meter)
Item No. 165	Maintenance of retrofits	per each
Item No. 165	Maintenance of construction exits	per each

Item No. 165	Maintenance of construction exit tire wash assembly	per each
Item No. 165	Maintenance of inlet sediment traps	per each
Item No. 165	Maintenance of rock filter dams	per each
Item No. 165	Maintenance of stone filter berms	per linear foot (meter)
Item No. 165	Maintenance of rock filter dams	per each
Item No. 165	Maintenance of temporary sediment traps	per each

165.5.01 Adjustments

Revised: July 30, 2018

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SPECIAL PROVISION

Section 167—Water Quality Monitoring

Delete Section 167 and substitute the following:

167.1 General Description

This Specification establishes the Contractor's responsibility to meet the requirements of the current National Pollutant Discharge Elimination System (NPDES) Infrastructure Permit No. GAR100002 as it pertains to Part IV. Erosion, Sedimentation and Pollution Control Plan. In the case of differing requirements between this specification and the Permit, whichever is the more stringent requirement shall be adhered to.

167.1.01 Definitions

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

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

Qualifying Rainfall Sampling Event—as used within this specification, means that which is defined in the NPDES General Permit GAR100002, Part IV.D.6.d(3).

167.1.02 Related References

A. Standard Specifications

Section 161—Control of Soil Erosion and Sedimentation

B. Referenced Documents

NPDES Infrastructure Permit No. GAR100002

GDOT WECS seminar.

Environmental Protection Divisions Rules and Regulations (Chapter 391-3-7)

Georgia Soil and Water Conservation Commission Certification Level IA course

OCGA 12-7-1

Erosion, Sedimentation and Pollution Control Plan (ESPCP)

167.1.03 Submittals

General Provisions 101 through 150

167.2 Materials

167.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

167.3 Construction Requirements

167.3.01 Personnel

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

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

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

167.3.02 Equipment

Provide equipment necessary to complete the Work or as directed by the Engineer.

167.3.03 Preparation

General Provisions 101 through 150.

167.3.04 Fabrication

General Provisions 101 through 150.

167.3.05 Construction

A. General

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

B. Water Ouality Inspections

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

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

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

- 1. Daily (when any work is occurring):
 - a. Petroleum product storage, usage and handling areas for spills or leaks from vehicles or equipment.
 - b. All locations where vehicles enter/exit the site for evidence of off-site sediment tracking.

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

2. Weekly and after Rainfall Events:

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

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

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

3. Monthly:

Once per month, inspect all areas where final stabilization has been completed. Look for evidence of sediments or pollutants entering the drainage system and or receiving waters. Inspect all permanent erosion control devices remaining in place to verify the maintenance status and that the devices are functioning properly. Inspect discharge locations or points, e.g. outfalls, drainage structures, that are accessible to determine if erosion control measures are effective in preventing significant impacts to receiving waters.

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

C. Water Quality Sampling

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

D. Reports

1. Inspection Reports:

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

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

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

The reports shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to the Georgia Department of Natural Resources

Environmental Protection Division (GAEPD). Such reports shall be readily available by the end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. The inspection form certification sheet shall be signed by the project WECS and the inspector performing inspections on behalf of the WECS (if not the same person). Submit all inspection reports to the Engineer within twenty-four hours of the inspection. The Engineer will review the submitted reports to determine their accuracy. The Engineer will notify the certified personnel of any additional items that should be added to the inspection report.

Complete any items listed in the inspection report requiring routine maintenance within seventy—two (72) hours of notification or immediately during perimeter BMP failure emergencies. Deficiencies that interfere with traffic flow, safety, or downstream turbidity shall have immediate reasonable steps taken to address the deficiencies.

BMPs that have failed or is deficient beyond routine maintenance and has resulted in sediment deposition into waters of the State shall have immediate reasonable steps taken to address the condition, including cleaning up any contaminated surfaces so the material will not discharge in subsequent storm events. When the repair does not require a new or replacement BMP or significant repair, the BMP failure or deficiency must be corrected by the close of the next business day from the time of discovery. If the correction requires a new or replacement BMP or significant repair, the correction must be completed and operational within seven (7) days from the time of discovery. If seven (7) days is infeasible, document why the timeframe is infeasible and coordinate with the Engineer to schedule the correction as soon as feasible after the seven (7) day timeframe. The Department must be in agreement with the infeasibility.

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

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

2. Sampling Reports

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

b. Report Requirements

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

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

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

- 1) Date and time of sampling
- 2) Name of certified person(s) who performed the sampling and analyses.
- 3) Date the analyses were performed
- 4) Time the analyses were initiated
- 5) Rainfall amount on the sampling date (sampling date only)

- 6) References and written procedures, when available, for the analytical techniques or methods used
- 7) Whether the samples were taken by automatic sampler, rising-stage sampler, or manually (grab sample)
- 8) The NTU of each sample, the results of the analyses, including the bench sheets, instrument readouts, computer disks or tapes, etc., used to determine the results
- 9) Location where each sample was taken (station number and left or right offset)
- 10) Identification of whether a sample is a receiving-water sample or an outfall sample
- 11) Project number and county
- 12) A clear note if a sample exceeds 1000 NTUs by writing "exceeds 1000 NTUs" prominently upon the report

c. Report Requirements with No Qualifying Rainfall Events

In the event a qualifying rainfall event does not produce a discharge to sample, or sampling is "impossible", as defined in the GAR1000002 Permit, a written justification must be included in the report as required at Part IV.D.4.a.(6) of the GAR100002 Permit.

d. Sampling Results

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

3. Rainfall Data Reports:

Record the measurement of rainfall within disturbed areas that have not met final stabilization once each twenty-four hour period, except for non-working Saturdays, non-working Sundays and non-working Federal Holidays until a Notice of Termination is submitted. Project rain gauges and those used to trigger the automatic samplers are to be emptied after every rainfall event. This will prevent a cumulative effect and prevent automatic samplers from taking samples even though the rainfall event is not a qualifying event. The daily rainfall data supplied by the WECS to the Engineer will be the official rainfall data for the project for compliance with the permit.

167.3.06 Quality Acceptance

General Provisions 101 through 150.

167.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

167.4 Measurement

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

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

167.4.01 Limits

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

167.5 Payment

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

Water Quality Inspections will be paid at the Contract Price per month. This is full compensation for performing the requirements of the inspection section of the NPDES Permit and this Specification, any and all necessary

Section 167 - Water Quality Monitoring

incidentals, and providing results of inspections to the Engineer, within the time frame required by the NPDES Infrastructure Permit, and this Specification.

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

Payment will be made under:

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

Payment will be made under:

Item No. 167	Water quality monitoring and sampling	Per each

167.5.01 Adjustments

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 171—Silt Fence

Delete Section 171 and substitute the following:

171.1 General Description

This work includes furnishing, installing, and removing a water permeable filter fabric fence to remove suspended particles from drainage water.

171.1.01 Definitions

General Provisions 101 through 150.

171.1.02 Related References

A. Standard Specifications

Section 163—Miscellaneous Erosion Control Items

Section 700—Grassing

Section 862—Wood Posts and Bracing

Section 881—Fabrics

Section 894—Fencing

B. Referenced Documents

ASTM D 3786

ASTM D 4355

ASTM D 4632

ASTM D 4751

GDT 87

QPL 36

171.1.03 Submittals

General Provisions 101 through 150.

171.2 Materials

Materials shall meet the requirements of the following Specifications:

Material	Section
Fabrics	<u>881</u>
Fencing	<u>894</u>
Wood Posts and Bracing	862

Conditions during Project construction will affect the quantity of the silt fence to be installed.

The Engineer may increase, decrease, or eliminate the quantity at his or her direction. Variations in quantity are not changes in details of construction or in the character of the work.

For Type A, B, and C fences, use fabric as specified in Subsection 881.2.07, "Silt Fence Filter Fabric."

171.2.01 Delivery, Storage, and Handling

During shipment and storage, wrap the fabric in a heavy-duty covering protecting the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than $140 \, ^{\circ}F$ ($60 \, ^{\circ}C$).

When installed, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.3 Construction Requirements

171.3.01 Personnel

General Provisions 101 through 150.

171.3.02 Equipment

General Provisions 101 through 150.

171.3.03 Preparation

General Provisions 101 through 150.

171.3.04 Fabrication

General Provisions 101 through 150.

171.3.05 Construction

Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer

A. Install Silt Fence

- 1. Install silt fence by either of the following methods:
 - a. Excavated Trench Method
 - Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader. If equipment cannot be operated on the site, excavate the trench by hand.
 - b. Soil Slicing Method
 - Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing ensuring consistent depth and placement.
- 2. Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.
- 3. Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.
- 4. Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.
 - a. Staples and Nails (Wood Posts): Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
 - b. Pockets: If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure the additional attachment is within the top 6 in (150 mm) of the fabric.
 - c. Install the filter fabric so 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.
 - d. For Type C fence:
 - 1) Woven Wire Supported
 - Steel Post: Use wire to attach the fabric to the top of the woven wire support fence at the midpoint between posts. Also, use wire to attach the fabric to the post.
 - 2) Polypropylene Mesh Supported
 - Wood Post: Use at least six staples per post. Use two staples in a crisscross or parallel pattern to secure the top portion of the fence. Evenly space the remaining staples down the post.
 - Steel Post: Use wire to attach the fabric and polypropylene mesh to the post.

- 5. Install the fabric in the trench so 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.
- 6. Backfill and compact the trench to ensure flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.
- 7. When installing a silt fence across a waterway producing significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to Section 163.

B. Remove the Silt Fence

- 1. Keep all silt fence in place unless or until the Engineer directs it to be removed. A removed silt fence may be used at other locations if the Engineer approves of its condition.
- 2. After removing the silt fence, dress-the area to natural ground, grass-and mulch the area according to Section 700.
- 3. The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.
- 4. Remove and replace any deteriorated filter fabric reducing the effectiveness of the silt fence.

171.3.06 Quality Acceptance

Approved silt fence is listed in QPL 36. Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. The Office of Materials and Research will remove fabric failing to meet the minimum requirements of this specification from the QPL until the products' acceptability has been reestablished to the Department's satisfaction.

At the time of installation, the Engineer will reject the fabric if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, or storage.

171.4 Measurement

The quantity of silt fence to be paid for is the actual number of linear feet (meters) of silt fence, measured in place from end post to end post of each separate installation. The silt fence must be complete and accepted.

171.4.01 Limits

General Provisions 101 through 150.

171.5 Payment

Silt fence Type A, B, or C measured as defined in Subsection 171.4, "Measurement," is paid for at the Contract Unit Price bid per linear foot (meter).

Payment is full compensation for the following:

- Furnishing materials
- Erecting the fence
- Dressing and grassing, when required
- Removing the fence, when required

Payment for this Item is made as follows:

- Seventy-five percent of the Contract Price bid per linear foot (meter) is paid when each fence is complete in place.
- Twenty-five percent is paid at removal or acceptance.

If the silt fence must be repaired or removed, as the result of neglect or damage, perform the work at no additional cost to the Department.

Payment will be made under:

Item No. 171 S	Silt fence, type	Per linear foot (meter)
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171.5.01 Adjustments

General Provisions 101 through 150.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 201 – Clearing and Grubbing Right of Way

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

- 3. Solid Waste Material
 - a. Nonregulated Material
 - 1) Common fill is defined as soil, rock, brick, concrete without reinforcement, concrete with reinforcement where the reinforcement has been removed flush with the surface of the concrete and cured asphalt, provided that such material does not contain hazardous waste constituents above background levels and the material results from Department funded construction contracts. Such fill is not subject to the Georgia Comprehensive Solid Waste Management Act of 1990 and the Solid Waste Management Rules when used as fill material on Department funded construction contracts or Department property or when used as fill material on property not owned by the Department when all requirements of this specification are fully met. Common fill meeting this definition may be placed as follows:
 - a.At a permitted municipal, construction and demolition materials or inert landfill fully meeting all requirements of the Solid Waste Rules and Act and any other applicable laws or ordinances.
 - b. At an off-site engineered fill location in accordance with the following requirements;
 - Place the material in uniform layers 3 ft thick or less and distributed to avoid the formation of large voids or pockets.
 - Fill voids with finer material.
 - Cover the last layer of fill with at least 2 ft of soil.
 - Construct the fill according to Section 208, except compact it to at least 90 percent of the maximum laboratory dry density.
 - A Georgia registered professional engineer shall document, certify and submit the following information on behalf of the Contractor to the Department; compaction rates, waste description including average particle size, and the depth of clean earthen fill lying above the engineered fill.

Revised: November 5, 2013 First Use: December 13, 2013

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

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

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

b. Regulated Material

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

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

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

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

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

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

Revised: March 13, 2015 Revised: October 14, 2015 Revised: July 27, 2016

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 550—Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe

Delete Section 550 and Substitute the following:

550.1 General Description

This work includes furnishing and installing the following:

- Storm drain pipe
- Side drain pipe
- Pipe-arch culverts
- Elliptical pipe
- Flared end sections
- Safety end sections
- Tapered pipe inlets

Install structures according to the Specifications and the details shown on the Plans, or as directed by the Engineer.

550.1.01 Definitions

Side Drain - All driveway pipes (commercial, non-commercial, residential, utility, farm, logging, and mining).

Storm Drain Pipe –All pipe used in the highway drainage system that receives surface water through inlets and conveys the water through conduits to a pipe outlet

Thermoplastic Pipe – High Density Polyethylene (HDPE), Polypropylene (PP) and Polyvinyl Chloride (PVC).

General Provisions 101 through 150.

550.1.02 Related References

A. Standard Specifications

Section 205—Roadway Excavation

Section 207—Excavation and Backfill for Minor Structures

Section 208—Embankments

Section 645—Repair of Galvanized Coatings

Section 812—Backfill Materials

Section 815—Graded Aggregate

Section 834—Masonry Materials

Section 840—Corrugated Aluminum Alloy Pipe

Section 841—Iron Pipe

Section 843—Concrete Pipe

Section 844—Steel Pipe

Section 845—Thermoplastic Pipe

Section 847—Miscellaneous Pipe

Section 848—Pipe Appurtenances

B. Referenced Documents

General Provisions 101 through 150.

GDOT Manual on Drainage Design for Highways

Ga. Std. 1030D

Ga. Std. 1030P

GDT 136

ASTM D 2321

550.1.03 Submittals

General Provisions 101 through 150.

550.2 Materials

Ensure materials meet the requirements of the following Specifications:

Material	Section
Backfill Materials	207
Graded Aggregate	815
Reinforced Concrete Pipe	843.2.01
Nonreinforced Concrete Pipe	843.2.02
Mortar And Grout	834.2.03
Bituminous Plastic Cement	848.2.05
Rubber Type Gasket Joints (Concrete Pipe)	848.2.01
Preformed Plastic Gaskets	848.2.06
Corrugated Steel Pipe	844.2.01
Bituminous Coated Corrugated Steel Pipe	844.2.02
Corrugated Aluminum Alloy Pipe	840.2.01
Bituminous Coated Corrugated Aluminum Pipe	840.2.03
Aluminized Type 2 Corrugated Steel Pipe	844.2.06
Ductile Iron Pipe, Fittings and Joints	841
Precoated, Galvanized Steel Culvert Pipe	844.2.05
Smooth Lined Corrugated High Density (HDPE) Polyethylene Culvert Pipe	845.2.01
Polyvinyl Chloride (PVC) Profile Wall Drain Pipe	845.2.02
Polyvinyl Chloride (PVC) Corrugated Smooth Interior Drain Pipe	845.2.03
Smooth Lined Corrugated Polypropylene (PP) Pipe	845.2.05
Miscellaneous Pipe	847

Use any of the following types of pipe:

• Reinforced concrete

- Nonreinforced concrete
- · Corrugated steel or Aluminum
- Smooth-lined corrugated high density polyethylene (HDPE)
- Ductile iron
- Polyvinyl Chloride (PVC) Profile Wall Drain Pipe
- Polyvinyl Chloride (PVC) Corrugated Smooth Interior Drain Pipe
- Precoated, Galvanized Steel Culvert Pipe (Polymer)
- Smooth Lined Corrugated Polypropylene (PP) Pipe

Use the type of pipe designated on the Plans, or acceptable alternate types when applicable. For a listing of acceptable alternate pipe types see the GDOT Approved Material Selections List in Chapter 7– Storm Drain Design of the Department's Manual on Drainage Design for Highways. This document summarizes general applications for pipe.

For concrete, corrugated steel and aluminum pipes see Ga. Std. 1030D for minimum thicknesses, minimum cover, maximum fill, allowable pipe diameters and trench construction detail.

For thermoplastic pipes see Ga. Std. 1030P for minimum cover, maximum fill, allowable pipe diameters and trench construction details.

A. Thermoplastic Pipe Project Restrictions

Thermoplastic pipe is restricted to the following project conditions:

- 1. Storm Drain
 - a. Travel Bearing: ADT equal to or less than 15,000
 - b. Non-Travel Bearing: Non-Interstate
- 2. Side Drain
 - a. Allowed on all projects

550.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

550.3 Construction Requirements

550.3.01 Personnel

General Provisions 101 through 150.

550.3.02 Equipment

General Provisions 101 through 150.

550.3.03 Preparation and Backfill

Before installing pipe, shape the foundation material as shown on the Plans.

Prepare structure excavations, foundation and backfill according to Section 207. Except, use the following foundation and backfill material requirements for-thermoplastic pipe installations:

- 1. For storm drain applications (cross and longitudinal) use graded aggregate material meeting Subsection 815.2.01.
 - a. 20 ft (6.1 m) maximum fill height for High Density (HDPE) Polyethylene Culvert Pipe.
 - b. 25 ft (7.6 m) maximum fill height for Polyvinyl Chloride (PVC) and Polypropylene (PP) Pipe.
- 2. For side drain applications (driveway) use backfill material based on fill height.

- a. Fill heights up to 10 ft (3 m), use normal backfill material meeting the following soil classes per Subsection 810.2.01.
 - High Density (HDPE) Polyethylene Culvert Pipe use Class II B2 soil or better.
 - Polyvinyl Chloride (PVC) and Polypropylene (PP) Pipe use Class II B3 soil or better.
 - If the required soil Class is not available use graded aggregate material meeting Subsection 815.2.01.
- b. Fill heights above 10 ft (3 m), use graded aggregate material meeting Subsection 815.2.01.

550.3.04 Fabrication

General Provisions 101 through 150.

550.3.05 Construction

A. Drainage

Provide necessary temporary drainage. Periodically remove any debris or silt constricting the pipe flow to maintain drainage throughout the life of the Contract.

B. Damage

Protect the structure by providing sufficient depth and width of compacted backfill before allowing construction over a culvert. Repair damage or displacement from traffic or erosion occurring after installing and backfilling at no additional cost to the Department.

C. Installation

Check vertical and horizontal alignment of the pipe culvert or pipe barrel by sighting along the crown, invert and sides of the pipe, and by checking for sagging, faulting and invert heaving. Repair any issues involving incorrect horizontal and/or vertical alignment before backfilling pipe.

1. Concrete Pipe

Lay sections in a prepared trench with the socket ends pointing upstream. Join section using rubber gasket installed according to Subsection 848.2.01 and the manufacturer's recommendations.

2. Ductile Iron Pipe

Lay pipe sections in a prepared trench, with bells pointing upstream. Construct joints according to Subsection 841.2.02.A.

3. Corrugated Aluminum or Steel Pipe and Pipe-Arches

Lay pipe sections in a prepared trench, with outside laps of circumferential joints pointing upstream and longitudinal joints at the sides. Join the sections with coupling bands, fastened by two or more bolts. Before backfilling the structure:

a. Repair areas of damaged coatings and exposed base metal according to applicable AASHTO Standard Specification specified in Section 844.

4. Smooth-Lined Corrugated HDPE Pipe

Install smooth-lined corrugated HDPE pipe according to ASTM D 2321 using backfill requirements in Subsection 550.3.03. Use fitting and couplings that comply with the joint performance criteria of AASHTO Standard Specifications for Highway Bridges, Division II. Ensure all joints are "silt tight" as stated in the AASHTO bridge specifications.

5. Specials (Wyes, Tees, and Bends)

Install wyes, tees, and bends as shown on the Plans or as directed.

6. Tapered Pipe Inlets

Locate and install tapered pipe inlet end sections as shown on the Plans or as directed.

7. Elongation

Elongate metal pipe as shown on the Plans. Order the elongation of the vertical axis of the pipe to be done in the shop.

Ensure the manufacturer ship metal pipe with wire ties in the pipe ends. Remove wire-ties immediately after completing the fill.

8. Flared End Sections

Use flared end sections on the inlet, outlet, or on both ends of storm drain pipe, according to Plan details.

9. PVC Drain Pipe

Install polyvinyl chloride (PVC) drain pipe according to ASTM D 2321 using backfill requirements in Subsection 550.3.03. Use fittings and couplings complying with the joint performance criteria of AASHTO Standard Specifications for Highway Bridges, Division II. Ensure all joints are "silt tight" as stated in the AASHTO bridge specifications.

10. Smooth-Lined Polypropylene Pipe

Install smooth-lined polypropylene pipe according to ASTM D 2321 using backfill requirements in Subsection 550.3.03. Use fittings and couplings complying with the joint performance criteria of AASHTO Standard Specifications for Highway Bridges, Division II. Ensure all joints are "silt tight" as stated in the AASHTO bridge specifications.

550.3.06 Quality Acceptance

A. Post Installation Inspection

For projects located on the State Route system, including interstates, inspect 100% of all storm drain pipe and a minimum of 10.0 % of all side drain pipe installations. Conduct post installation inspections in accordance with the requirements of this Specification and GDT 136.

Before post installation inspection, dewater installed pipe (if necessary) and provide the Engineer with a post installation inspection schedule. Notify the Engineer at least seven days in advance of beginning inspection. Perform post installation inspections once compacted backfill has reached a depth of 8 feet or after completion of the pipe installation and final cover, which includes the embankment and all non-asphalt bases and/or subgrades. Notify the Engineer of problems found during the inspection. The Engineer will determine if corrective action is necessary.

Perform post installation inspection with the use of low barrel distortion video equipment with laser profile technology, non-contact video micrometer and associated software.

Video and laser profiling and measurement technology must be certified by the company performing the work to meet the requirements of GDT 136. Inspection contractor personnel completing remote inspections shall be NASSCO – PACP Certified Technicians.

For video recorded, laser profiled pipe indicating deflection is in excess of Specification requirements, the Contractor may elect to further test the pipe with the use of a mandrel. Ensure mandrel meets requirements of GDT 136 and the Engineer has approved before use. Pull the mandrel by hand.

Manual post installation inspection allowed for pipe diameters greater than 48 inches per Subsection 550.3.06.B.

Re-inspect 100% of pipe remediation locations or where replacement was required.

B. Manual Post Installation Inspections

Perform a manual inspection by entering the pipe structure to record video and to make measurements. For all pipe structures considered a confined space, provide entry for all project inspection personnel according to OSHA requirements. Furnish a video recording of each inspection. On the recording, identify the date and time of the inspection, a description of the pipe structure, location, and viewing direction. Record the entire run of pipe. Provide a light source which allows observation of all areas of concern on the video recording. Furnish the video recording in a digital, reproducible format on one of the following media types: DVD or CD.

Measure the deflection of the pipe using either a metal or fabric tape and read to the nearest 0.5 inch (10 mm). Measure crack width using either a crack comparator or a feeler gage capable of measuring 0.01 inch (0.25 mm). Measure joint gaps using a tape or ruler and read to the nearest 0.5 inch (10 mm). Other measuring devices may be used if approved by the Engineer.

Record the measurements and include them in the inspection report. Measure and record the following:

- 1. The location, length and greatest width of each crack.
- 2. Smallest inside diameter three times for each pipe section in the run. Take the first measurement vertically from the crown to invert (12 o'clock to 6 o'clock positions). Take the second measurement by rotating 60 degrees from

vertical (2 o'clock to 8 o'clock positions). Take the third measurement by rotating 120 degrees from vertical (4 o'clock to 10 o'clock positions). For all measurements, stretch tape to full extent across inside of pipe.

3. Widest gap at each joint in the run.

Record the location and describe other defects not listed above. For each measurement location in a pipe, record the length from the nearest drainage structure.

C. Inspection Report

Submit inspection report to the Engineer after completion of the required post installation inspection. Ensure inspection report meets the requirements of this Specification and GDT 136.

D. Requirements for Concrete Pipe

- 1. Joints: Note differential movement, cracks, spalling, improper gasket placement, movement or settlement of pipe sections, and leakage in the inspection report. Repair or replace pipe sections to the satisfaction of the Engineer where joint separation is greater than 1 inch (25 mm). Repair or replace pipe sections where soil migration through the joint is occurring.
- 2. Longitudinal and Transverse Cracks: Cracks with a width less than 0.01 inch (0.25 mm) are considered hairline and minor and only need to be noted in the inspection report, no corrective action is necessary. When cracks are wider than 0.01 inch (0.25 mm) and extend for a length of 12 inch (300 mm) or more, regardless of position in the wall of the pipe, measure the width, length, and locations of the cracks and diameter of the pipe, both horizontally and vertically, use remediation methods in accordance with recommendations of the pipe manufacturer and submit to the Engineer for review and approval an evaluation utilizing a Professional Engineer that takes into consideration structural integrity, environmental conditions, and the design service life of the pipe.

Seal by a method approved by the Engineer cracks having widths equal to or greater than 0.01 inch (0.25mm) that extend for a length of 12 inch (300 mm) or more and determined to be detrimental. Remediate or replace pipe with cracks widths greater than 0.1 inch (2.5 mm) and determined by the Engineer to be beyond satisfactory structural repair. Repair or replace pipes having displacement across the crack.

E. Requirements for Thermoplastic Pipe

- 1. Joints: Remediate pipe showing evidence of crushing at the joints. Note differential movement, improper joint sealing, movement or settlement of pipe sections, and leakage in the inspection report. Remediate joint separation of greater than 1 inch (25 mm). Repair or replace pipe sections where soil migration through the joint is occurring.
- 2. Cracks: Remediate cracks or splits in the interior wall of the pipe. Use remediation methods in accordance with recommendations of the pipe manufacturer and accepted and authorized by the Engineer.
- 3. Buckling, bulging, and racking: Note in the inspection report flat spots or dents at the crown, sides or flowline of the pipe due to racking. Note areas of wall buckling and bulging in the inspection report. The Engineer will determine if corrective action is necessary.
- 4. Deflection: Where pipe deflection exceeds 5% of the nominal diameter, submit to the Engineer for review and approval an evaluation utilizing a Professional Engineer taking into consideration the severity of the deflection, structural integrity, environmental conditions, and the design service life of the pipe. Remediate or replace pipe where the evaluation finds the deflection could be problematic or where pipe deflection exceeds 7.5% of the nominal diameter.

F. Requirements for Corrugated Aluminum or Coated Steel Pipe

- 1. Joints: Remediate pipe showing evidence of crushing at the joints. Note differential movement, improper joint sealing, movement or settlement of pipe sections, and leakage in the inspection report. Remediate joint separation of greater than 1 inch (25 mm). Repair or replace pipe sections where soil migration through the joint is occurring.
- 2. Cracks: Remediate cracks or splits in the interior wall of the pipe. Use remediation methods in accordance with recommendations of the pipe manufacturer and accepted and authorized by the Engineer.
- 3. Buckling, bulging, and racking: Note flat spots or dents at the crown, sides or flowline of the pipe due to racking in the inspection report. Note areas of wall buckling and bulging in the inspection report. The Engineer will determine if an additional evaluation by a Professional Engineer is required. Remediate or replace pipe where the evaluation finds the damaged section could be problematic.

- 4. Deflection: Where pipe deflection exceeds 5% of the nominal diameter, submit to the Engineer for review and approval an evaluation utilizing a Professional Engineer that takes into consideration the severity of the deflection, structural integrity, environmental conditions, and the design service life of the pipe. Remediate or replace pipe where the evaluation finds the deflection could be problematic or where pipe deflection exceeds 7.5% of the nominal diameter.
- 5. Coating: Note areas of the pipe where the original coating has been scratched, scoured or peeled in the inspection report. The Engineer will determine if repair is necessary. Use remediation methods in accordance with recommendations of the pipe manufacturer and accepted and authorized by the Engineer.

550.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

550.4 Measurement

A. Excavation and Backfill

Foundation backfill materials Types I, II and III are measured according to Subsection 207.4, "Measurement."

Normal backfill is not measured separately.

No measurement will be made for grade aggregate used for structural backfill of thermoplastic pipe.

B. Flat Bottom and Circular Pipe (All Types)

The overall length of pipe installed, excluding tapered inlets, is measured in linear feet (meters), along the central axis of the diameter of the pipe. Wyes, tees, and bends are included in this measurement.

C. Pipe-Arches

The overall length of pipe-arch installed is measured in linear feet (meters), along the bottom center line of the pipe.

D. Multiple Installations

In multiple installations, each single line of culvert structure is measured separately.

E. Tapered Pipe Inlets

Tapered pipe inlet sections are measured as a unit; do not include them in the overall length of the pipe.

F. Flared-End Sections

Flared-end sections are measured separately by the unit and not included in the overall pipe length.

G. Smooth-Flow Pipe

Smooth-flow pipe is measured by the linear foot (meter) along the pipe invert.

H. Elliptical Pipe

Elliptical pipe is measured in linear feet (meters) along the bottom center line of the pipe.

I. Post Installation Inspection

No measurement will be made for post installation inspection.

550.4.01 Limits

Excavation and normal backfill are not measured for payment.

550.5 Payment

A. Backfill

Foundation backfill material Type II and III will be paid for according to Section 207.

Foundation backfill material Type I will be paid for according to Section 205 or Section 206.

Graded aggregate used for structural backfill of thermoplastic pipe will not be paid for separately, payment will be included in the overall price bid for pipe.

B. Pipe Installations

Pipe installations complete in place and accepted will be paid for at the Contract Price for each item.

This payment is full compensation for excavating, furnishing, and hauling materials; installing, cutting pipe where necessary; repairing or replacing damaged sections; post installation inspection, making necessary connections; strutting, elongating, providing temporary drainage; joining an extension to an existing structure where required; and removing, disposing of, or using excavated material as directed by the Engineer.

1. Smooth Flow Pipe

The quantity of each diameter and steel thickness of smooth flow pipe as measured will be paid for at the Contract Unit Price per linear foot (meter) bid for the various sizes. Payment is full compensation for furnishing labor, materials, tools, O-ring mechanical joints, equipment, and incidentals to complete this Item, including removing and disposing excavation material.

2. Flared-End Sections

Flared-end sections, measured as specified above, will be paid for at the Contract Unit Price for each section of the specified size.

Payment will also include sawing, removing, and replacing existing pavement removed to install a new drainage structure.

C. Post Installation Inspection

No separate payment will be made for this work. Include the cost in the bid submitted for this pay item.

Payment for this item is made as follows:

One hundred percent of the Contract Price bid per linear foot (meter) is paid when the pipe is installed per the specifications including the required material documentation. The Contract Price is paid before post installation inspection.

Payment will be made under:

Item No. 550	Storm drain pipe in (mm), H=	Per linear foot (meter)
Item No. 550	Side drain pipe in (mm), H=	Per linear foot (meter)
Item No. 550	Pipe arch (span)in (mm) x (rise)in(mm)	Per linear foot (meter)
Item No. 550	Tapered pipe inlet in (mm),	Per each
Item No. 550	Flared-end section in (mm),	Per each
Item No. 550	Elliptical pipe in (mm) wide x in (mm) high	Per linear foot (meter)

550.5.01 Adjustments

Excavation will not be paid for separately, but the other provisions of Section 205 and Section 208 shall govern.

Office of Materials and Testing

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 653—Thermoplastic Traffic Stripe

Replace Section 653 with the following:

653.1 General Description

This work includes furnishing and applying standard, wet weather, and audible profiled thermoplastic reflectorized pavement marking compound. Ensure markings conform to Plan details and locations, these Specifications, and the Manual on Uniform Traffic Control Devices.

Thermoplastic traffic stripe consists of solid or broken (skip) lines, words, and symbols according to Plan color, type, and location.

653.1.01 Definitions

Thermoplastic Marking Compound: A heated compound extruded or mechanically sprayed on the pavement that cools to pavement temperature. When combined with glass spheres and/or reflective composite optics it produces a reflectorized pavement marking.

Short Lines: Crosswalks, stop bars, arrows, symbols, and crosshatching. Extrude short lines rather than spraying them on.

653.1.02 Related References

A. Specifications

Section 656—Removal of Pavement Markings

B. Referenced Documents

QPL 46

QPL 71

SOP 37

SOP 38

SOP 39

Federal Test Standard Number 595B

Federal Test Standard Number 695B

AASHTO M 247

AASHTO M 249

ASTM D 92

ASTM D 476

ASTM D 2240

ASTM D 4960

ASTM E 1710

ASTM E 2177

40 CFR 261.24

EPA Method 3050

Section 653—Thermoplastic Traffic Stripe

EPA Method 3052

EPA Method 6010

EPA Method 7000A

653.1.03 Submittals

Ensure the producers of the thermoplastic compound and the producers of both the intermix and drop-on glass spheres furnish to the Department copies of certified test reports showing results of all tests specified in this Section. Also ensure that producers certify that the materials meet the other requirements of this Section by submitting copies of certification at the time of sampling.

653.2 Materials

A. General Characteristics of Thermoplastic

Use thermoplastic material produced from an approved source listed on QPL 46. Use thermoplastic material that meets the requirements of AASHTO M 249 with the following exceptions:

1. Material Composition

Ensure the resin of the thermoplastic material is an alkyd binder. Ensure the alkyd binder consists of a mixture of synthetic resins and a high boiling point plasticizer. Ensure at least one synthetic resin is a solid at room temperature. Ensure at least 50% of the binder composition is 100% maleic-modified glycerol ester resin. Ensure at least 18% by weight of the entire material formulation consists of binder. Do not use alkyd binder that contains petroleum based hydrocarbon resins. Ensure the finished thermoplastic material is not adversely affected by contact with pavement materials or by petroleum droppings from traffic. Use thermoplastic material that has been evaluated (2 year field evaluation) by the National Transportation Product Evaluation Panel (NTPEP) test facility or other approved test facility.

2. Suitability for Markings

Use thermoplastic material that is especially compounded for traffic markings and has the following characteristics:

- Prevents markings from smearing or spreading under normal traffic conditions at temperatures below 120 °F (49 °C)
- Gives a uniform cross section, with pigment evenly dispersed throughout the material
- Has a uniform material density and character throughout its thickness
- Allows the stripe to maintain its original dimensions and placement
- Ensures that the exposed surface is free from tack and is not slippery when wet
- Does not lift from the pavement in freezing weather
- Has cold ductility properties that permit normal movement with the road surface without chipping or cracking

3. Color

Confirm the color of thermoplastic as follows:

a. White – Use titanium dioxide that meets the requirements of ASTM D 476, Type II, Rutile, as the pigment for white thermoplastic material. Do not use anatase titanium dioxide pigment. Ensure thermoplastic material is free from dirt or tint. Ensure white thermoplastic material heated for 240 ± 5 minutes at 425 ± 3 °F (218 ± 3 °C) and cooled to 77 ± 3 °F (25 ± 2 °C) matches Federal Test Standard Number 695B-Color 17925. Ensure the material, when compared to the magnesium oxide standard using a standard color spectrophotometer according to ASTM D 4960, meets the following:

Scale	Definition	Magnesium Oxide Standard	Sample
Rd	Reflectance	100	75 min.
а	Redness-Greenness	0	-5 to + 5
b	Yellowness-Blueness	0	-10 to + 10

b. Yellow – Use only non-hazardous pigments as defined by the Resource Conservation and Recovery Act (RCRA) Subarticle C rules, table 1 of 40 CFR 261.24 "Toxicity Characteristic". Do not use yellow

thermoplastic containing more than 3.0 ppm lead by weight when tested in accordance with the most recent EPA Methods 3050 and 6010 or 7000. Ensure yellow thermoplastic material heated for 240 ± 5 minutes at 425 \pm 3 °F (218 ± 2 °C) and cooled to 77 ± 3 °F (25 ± 2 °C) matches Federal Test Standard Number 595B-Color 13538. Ensure the material, when compared to PR#1 Chart using a standard color spectrophotometer according to ASTM D 4960, plots within the following chromaticity coordinates:

	1	2	3	4
X	0.455	0.510	0.472	0.530
Y	0.444	0.485	0.400	0.456

- c. Initial Reflectance (CIE Y): 45 minimum
- d. Ensure the in-service daytime chromaticity for yellow material plots within the following coordinates after a period of 30 days:

	1	2	3	4
X	0.435	0.510	0.449	0.530
Υ	0.429	0.485	0.377	0.456

4. Indentation Resistance

Measure the hardness by a Shore Durometer, Type A2, as described in ASTM D 2240. Maintain the temperature of the Durometer, 4.4 lb. (2 kg) load and the specimen for 2 hours at 115 °F (45 °C). Apply the Durometer and 4.4 lb. (2 kg) load to the specimen. The reading must fall between 50 to 75 units, after 15 seconds.

5. Reheating

Ensure that the compound does not break down, deteriorate, scorch, or discolor if held at application temperature of 425 °F (218 °C) for 6 hours and if reheated up to 4 times to the application temperature. Ensure that the color of white and yellow thermoplastic comply with Subsection 653.2.A.3.a and Subsection 653.2.A.3.b after prolonged heating or reheating.

6. Intermixed Glass Spheres and Reflective Composite Optics

Ensure glass spheres meet the requirements of AASHTO M 247.

Do not use glass spheres and /or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010C, or other approved methods.

7. Flashpoint

Ensure the thermoplastic flashpoint is not less than 500 °F (260 °C) as determined by ASTM D 92.

B. Drop-On Glass Spheres and Reflective Composite Optics

Ensure glass spheres meet the requirements of AASHTO M 247. Use spheres produced from an approved source listed on QPL 71. Glass spheres conforming to an alternative gradation may be used provided all other requirements of AASHTO M 247 and this specification are met. Do not use glass spheres and /or reflective composite optics containing greater than 200 ppm total arsenic, 200 ppm total antimony, or 200 ppm total lead when tested according to US EPA Methods 3052 and 6010C, or other approved methods.

C. Sealing Primer

Place the particular type of binder-sealer at the application rate as recommended in writing by the thermoplastic material manufacturer.

653.2.01 Delivery, Storage, and Handling

Use material delivered in 50 lb (22.7 kg) unit cardboard containers or bags strong enough for normal handling during shipment and on-the-job transportation without loss of material.

Ensure that each unit container is clearly marked to indicate the following:

- Color of the material
- Process batch number or similar manufacturer's identification
- Manufacturer's name
- Address of the plant

• Date of manufacture

653.3 Construction Requirements

653.3.01 Personnel

General Provisions 101 through 150.

653.3.02 Equipment

Depending on the marking required, use hand equipment or truck-mounted application units on roadway installations.

A. Application Machine

Ensure that each application machine is equipped with the following features:

- Parts continuously mix and agitate the material.
- Truck-mounted units for lane, edge, and center lines operate at a uniform, predetermined rate of speed, both uphill and downhill, in order to produce a uniform application of striping material and capable of following straight lines and making normal curves in a true arc.
- Conveying parts between the main material reservoir and the shaping die or gun prevent accumulation and clogging.
- Parts that contact the material are easily accessible and exposable for cleaning and maintenance.
- Mixing and conveying parts, including the shaping die or gun, maintain the material at the plastic temperature with heat transfer oil or electrical element controlled heat. Do not use an external source of direct heat.
- Parts provide continuously uniform stripe dimensions.
- Applicator cleanly and squarely cuts off stripe ends and applies skip lines. Do not use pans, aprons, or similar
 appliances that the die overruns.
- Parts produce varying widths of traffic markings.
- Applicator is mobile and maneuverable enough to follow straight lines and make normal curves in a true arc.

B. Automatic Bead Dispenser

Apply glass spheres and/or reflective composite optics to the surface of the completed stripe using a dispenser attached to the striping machine to automatically dispense the beads/optics instantaneously upon the installed line. Synchronize the glass sphere/optics dispenser cutoff with the automatic cutoff of the thermoplastic material.

C. Special Kettles

Use special kettles for melting and heating the thermoplastic material. Use kettles equipped with automatic thermostatic control devices that provides positive temperature control and prevents overheating. Ensure that the applicator and kettles are equipped and arranged according to the requirements of the National Fire Underwriters.

D. Hand Equipment

Use hand equipment for projects with small quantities of lane lines, edge lines, and center lines, or for conditions requiring the equipment. Use hand equipment approved by the Engineer.

Ensure hand equipment can hold 150 lbs. (68 kg) of molten material and is maneuverable to install crosswalks, arrows, legends, lane, edge, and center lines.

E. Auxiliary Vehicles

Supply the necessary auxiliary vehicles for the operation.

653.3.03 Preparation

For asphaltic concrete pavement, do not begin placement of thermoplastic striping until 15 calendar days after completion of the final surface course.

653.3.04 Fabrication

General Provisions 101 through 150.

653.3.05 Construction

A. General Application

Notify the Engineer prior to the placement of the thermoplastic materials. Furnish the Engineer with the manufacturer's name and batch numbers of the thermoplastic materials and glass spheres to be used. Ensure that the approved batch numbers appear on the thermoplastic materials and glass spheres packages.

Thoroughly clean pavement areas to be striped. Use hand brooms, rotary brooms, air blasts, scrapers, or other approved methods that leave the pavement surface clean and undamaged. Take care to remove all vegetation and road film from the striping area. Ensure all new Portland cement concrete pavement surfaces are mechanically wire brushed or abrasive cleaned to remove all laitance and curing compound before being striped.

Lay stripe with continuous uniform dimensions.

Apply the type of stripe at each location according to the Plans, using one of the following methods:

- Spray techniques
- Extrusion methods wherein one side of the shaping die is the pavement and the other three sides are contained by or are part of the suitable equipment to heat and control the flow of material.
- Extrusion methods using a pressurized ribbon gun to control the application of material.

1. Temperature

Apply thermoplastic traffic stripe only when the pavement temperature in the shade is above 40 °F (4 °C).

To ensure optimum adhesion, install the thermoplastic material in a melted state at the manufacturer's recommended temperature but not at less than 375 °F (190 °C).

2. Moisture

Do not apply when the surface is moist. When directed by the Engineer, perform a moisture test on the Portland cement concrete pavement surface. Perform the test as follows:

- a. Place approximately $1 \text{ yd}^2 (1\text{m}^2)$ of roofing felt on the pavement surface.
- b. Pour approximately 1/2 gallon (2 L) of molten thermoplastic onto the roofing felt.
- c. After 2 minutes, lift the roofing felt and inspect to see if moisture is present on the pavement surface or underside of the roofing felt.
- d. If moisture is present, do not proceed with the striping operation until the surface has dried sufficiently to be moisture free.

3. Sealing Primer

To ensure optimum adhesion, apply a binder-sealer material before installing the thermoplastic in each of the following cases:

- Where directed by the Engineer for sprayed thermoplastic
- Old asphaltic concrete pavements with exposed aggregates
- Portland cement concrete pavements
- Bridge Deck Polmer Overlay

Ensure that the binder-sealer material forms a continuous film that mechanically adheres to the pavement and dries rapidly. Use a-binder-sealer currently in use and recommended by the thermoplastic material manufacturer according to QPL 46.

Apply the binder-sealer immediately in advance of, but concurrent with, the application of the thermoplastic material. Apply in a continuous film over the pavement surface.

4. Bonding to Old Stripe

If the old stripe is to be renewed by overlaying with new material, ensure the new material bonds to the old line without splitting or cracking.

- 5. Offset from Construction Joints
 - Off-set longitudinal lines at least 2 in (50 mm) from construction joints of Portland cement concrete pavements.
- 6. Crosswalks, Stop Bars, and Symbols

Make crosswalks, stop bars, and symbols at least 3/32 in (2.4 mm) thick at the edges and no more than 3/16 in (4.8 mm) thick at the center.

7. Thickness

- a. Maintain the following minimum average dry thicknesses above the surface on all types of pavements
 - 0.090 in (2.3 mm)* for lane lines
 - 0.060 in (1.5 mm)* for edge lines
 - 0.120 in (3.0 mm)* for gore area lines
 - 0.120 in (3.0 mm)* for polmer overlay edge lines and lane lines

(See below for '*' reference.)

Compute the minimums by the amount of material used each day, as follows:

(For 5 in wide stripe)	
* Average Thickness (in) =	[(lbs. used) ÷ (total linear feet)] x 0.236
(For 125 mm wide stripe)	
*Average Thickness (mm) =	[(kg used) ÷ (total linear meters)] x 4.0
(For 10 in wide stripe)	
* Average Thickness (in) =	[(lbs. used) ÷ (total linear feet)] x 0.118
(For 250 mm wide stripe)	
* Average Thickness (mm) =	[(kg used) ÷ (total linear meters)] x 2.0

- b. Audible Profiled Thermoplastic Apply a flat edge line having a thickness of 0.100 inches 0.150 inches (100 mils 150 mils) above the surface on all types of pavements, exclusive of bumps.
- 8. Glass Spheres and Reflective Composite Optics
 - a. Apply glass spheres and/or reflective composite optics to installed stripe surface above the minimum rate recommended by the thermoplastic material manufacturer to produce the required retro-reflectivity value in accordance with Subsection 653.3.06.
 - b. Apply the glass sphere and/or reflective composite optics top-coating with a pressure-type gun specifically designed for applying glass spheres and/or reflective composite optics that will embed at least one-half of the sphere's and optic's diameter into the thermoplastic immediately after the material has been applied to the pavement.
 - c. Audible Profiled Thermoplastic Apply glass sphere and/or reflective composite optics to all markings at the rates determined by the manufacturer's recommendations as identified in the APL system.

9. Dimensions of Raised Bumps:

- a. Apply the raised bumps with a profile such that the leading and trailing edges are sloped at a sufficient angle to create an audible and vibratory warning.
- b. Bumps on the edge line and centerline marking shall be at least 0.45 inches (11 mm) at the highest point of the bump, above the pavement surface including the base line. The height measures after the application of the drop-on retroreflective elements or glass spheres.
- c. Bumps shall have a minimum baseline coverage dimension of 2.5 inches (65 mm) in both the transverse and longitudinal directions.
- d. The bumps may have a drainage channel. The width of each drainage channel will not exceed 0.25 inches (6 mm) at the bottom of the channel. The longitudinal distance between bumps shall be approximately 30 inches (762 mm).

B. Removing Existing Stripe

Remove existing stripe according to Section 656.

Remove 100 percent of existing traffic stripe from:

• Portland cement concrete pavement where the new stripe will be placed at the same location as the existing marking

• Pavement where the new stripe will be placed at a different location from the existing markings

C. Tolerance and Appearance

- a. No traffic stripe shall be less than the specified width and shall not exceed the specified width by more than 1/2 in (13 mm). The length of the 10 ft. (3 m) segment for skip stripe and the 30 ft. (9 m) gap between segments may vary plus or minus 1 ft. (300 mm). The alignment of the stripe shall not deviate from the intended alignment by more than 1 in (25 mm) on straight lines. On curves up to and including 1 degree (radius of 1745 m or greater), the alignment of the stripe shall not deviate from the intended alignment by more than 1 in (25 mm). On curves exceeding 1 degree (radius less than 1745 m), the alignment of the stripe shall not deviate from the intended alignment by more than 2 in (50 mm).
- b. Stop work when deviation exceeds the above dimensions, and remove the nonconforming stripe.
- c. No more than 1% of the bumps or more than three consecutive bumps are missing or broken (less than half a bump remaining) within the first 45 days under traffic, replace all failed bumps at no cost to the Department.
- d. If the bumps are replaced and more than 2% of the replaced bumps fail within the first 45 days under traffic, the replacement period will be extended an additional 45 days from the date all replacement bumps were installed.
- e. If at the end of the additional 45 days more than 2% of all bumps (initial and replacement) fail, replace all failed bumps at no expense to the Department.

D. Traffic Marking Protection (Audible Profile Thermoplastic)

Do not allow traffic onto or permit vehicles to cross newly applied pavement markings until they are sufficiently dry. Remove and replace any portion of the pavement markings damaged by passing traffic or from any other cause, at no additional cost to the Department.

653.3.06 Quality Acceptance

A. General

For a minimum of 30 days from the time of placement, ensure the thermoplastic pavement marking material and/or audible profiled thermoplastic shows no signs of failure due to blistering, excessive cracking, chipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement material, vehicular damage, and normal wear. In the event that failures mentioned above occur, ensure corrective work is completed at no additional cost to the Department.

Obtain pavement marking retroreflectivity values with a 30 meter geometry retroreflectometer.

B. Initial Retroreflectivity

1. Longitudinal Lines

Within 30 days of installation, ensure the in-place markings meet the following minimum reflectance values:

a. Standard

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m ²	300mcd/lux/m ²

b. Wet Weather

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m ²	300 mcd/lux/m ²
Wet recovery (ASTM E 2177)	150 mcd/lux/m ²	125 mcd/lux/m ²

c. Audible Profile Thermoplastic

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m ²	250 mcd/lux/m ²

For each center line, edge line, and skip line, measure retroreflectivity 9 times for each mile; 3 times within the first 500 ft (152 m), 3 times in the middle, and 3 times within the last 500 ft (152 m). For projects less than one mile (1600 m) in length, measure retroreflectivity 9 times as above.

Record all retroreflectivity measurements on the form OMR CVP 66 in SOP 39.

Section 653—Thermoplastic Traffic Stripe

2. Messages, Symbols, and Transverse Lines

At the time of installation, ensure the in-place markings when tested according to ASTM E 1710 meet the following minimum reflectance value of 275 mcd/lux/m².

Perform at a minimum, one retroreflectivity measurement at one message, one symbol and one transverse line per intersection. Take one measurement per mile (1600 m) for locations other than intersections (i.e. school messages, railroad messages, bike symbols etc.)

C. Six Month Retroreflectivity (Longitudinal Lines)

Maintain the following minimum reflectance values for 180 days after installation:

1. Standard

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m ²	300 mcd/lux/m ²

2. Wet Weather

	White	Yellow
Dry (ASTM E 1710)	400 mcd/lux/m ²	300 mcd/lux/m ²
Wet recovery (ASTM E 2177)	150 mcd/lux/m ²	125 mcd/lux/m ²

3. Audible Profile Thermoplastic

	White	Yellow
Dry (ASTM E 1710)	300 mcd/lux/m ²	250 mcd/lux/m ²

Retest the in-place markings according to Subsection 653.3.06.B.1, 180 days after installation to ensure these minimum retroreflectance values are maintained.

NOTE: The Contractor is responsible for retro-reflectivity testing. Furnish initial test results to the Engineer within 30 days of application. Furnish additional testing for a period that totals 180 days from initial application or the stoppage of contract time, whichever comes first.

D. Thickness

1. New Striping

Check the thicknesses on all skip lines, edge lines and center lines with an approved traffic marking thickness gage consisting of 3 dials as follows:

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile (1600 m); once within the first 500 ft (150 m), once in the middle, and once within the last 500 ft (150 m). For projects less than one mile (1600 m) in length, measure the thickness above the pavement 3 times.

Record all thickness measurements on the form OMR CVP 66 in SOP 39.

2. Recapping Refurbishment Thermoplastic

Place durable tape, film, or metal plate of known and uniform thickness on an area to be striped. After the striper has passed over, remove the sample and measure the thickness with calipers or a micrometer.

For each center line, edge line, and skip line, measure thickness above the pavement 3 times for each mile (1600 m); once within the first 500 ft (150 m), once in the middle, and once within the last 500 ft (150 m). For projects less than one mile (1600 m) in length, measure the thickness above the pavement 3 times.

Submit results to the Engineer.

3. Audible Profiled Thermoplastic

Ensure the thickness of white and yellow pavement marking conform to Subsection 653.3.05.A.7.b

Record all thickness measurments on the form OMR CVP 66 in SOP 39 and submit to the Engineer.

The Engineer wil verify the thickness of the pavement marking in accordance with Subsection 653.3.05.A.7.b within 30 days of receipt of the Contractor's certification.

Thickness measuremnt may be performed using a strong adhesive tape to install a metal plate (approximately 6 inches (150 mm) wide by 8 inches (200 mm) long, the thickness of the plate can by 1/8 inch (3 mm) as long as the plate does not deform) to the roadway where the pavement marking will be placed. After the material has dried remove the plate and check the thickness of the pavement marking material on the plate with a micrometer.

E. Corrective Work

For each mile (1600 m) section, if the thermoplastic traffic stripe fails to meet Plan details or Specifications or deviates from stated dimensions, correct it at no additional cost to the Department. If removal of pavement markings is necessary, perform it according to Section 656 and place it according to this Specification. No additional payment will be made for removal and replacement of unsatisfactory striping. Ensure corrective work is completed at no additional cost to the Department. Perform testing according to this Specification. Any retest due to failures will be performed at no additional cost to the Department. Furnish all test reports to the Department.

Retroreflectivity and Thickness Longitudinal Line Deficiency: A deficiency will ensue when two or more Location Average results as recorded on form OMR CVP 66 within a One-Mile (1600 m) Section do not meet the performance criteria herein. The entire line within this one mile (1600 m) section will be determined to be deficient. If the evaluated section is less than 1.0 mile (1600 m), a single Location Average result not meeting the performance criteria herein will result in the entire line to be determined to be deficient.

Retroreflectivity Transverse Markings and Symbol Deficiency: A single Location Average result on the marking or symbol not meeting the performance criteria herein will result in the marking or symbol to be determined to be deficient.

653.3.07 Verification

See SOP 39

653.4 Measurement

When stripe will be paid for by the square yard (meter), the actual number of square yards (meters) painted will be measured. The space between the stripes will be included in the overall measurement.

Linear measurements may be made by electronic measuring devices attached to a vehicle.

Thermoplastic traffic stripe, complete in place and accepted, is measured as follows:

A. Solid Traffic Stripe (Including Audible Stripe)

Stripe is measured by the linear foot (meter), linear mile (kilometer), or square yard (meter). Breaks or omissions in solid lines or stripes at street or road intersections are not measured for payment.

B. Skip Traffic Stripe

Skip stripe is measured by the gross linear mile (kilometer) as specified. The unpainted space between the painted stripes is included in the overall measurement if the Plan ratio of one to three (10 ft [3 m] segment and 30 ft [9 m] gap or other patterns as designated on the Plans) remains uninterrupted. Measurement begins and ends on a stripe.

C. Words and Symbols

Each word or symbol complete according to Plan dimensions is measured by the Unit.

653.4.01 Limits

General Provisions 101 through 150.

653.5 Payment

Payment is full compensation for the Work under this section, including:

- Cleaning and preparing surfaces
- Furnishing all materials
- Applying, curing, and protecting stripe
- Protecting traffic, including providing necessary warning signs
- Furnishing tools, machines, and other equipment necessary to complete the Item

Measurement and payment for removing pavement markings will be according to Section 656 when shown in the Proposal as a payment Item. Otherwise, removal will not be paid for separately, but will be included in the payment for other Work under this section.

Payment will be made under:

Item No. 653 Ther	ermoplastic solid traffic stripe, in (mm), (color)	Per linear foot (meter)
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Section 653—Thermoplastic Traffic Stripe

Item No. 653	Thermoplastic solid traffic stripe, in (mm), (color)	Per linear mile (kilometer)
Item No. 653	Thermoplastic skip traffic stripe, in (mm), (color)	Per gross linear foot (meter)
Item No. 653	Thermoplastic skip traffic stripe, in (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Audible profiled thermoplastic solid traffic stripe, in (mm), (color)	Per linear foot (meter)
Item No. 653	Audible profiled thermoplastic solid traffic stripe, in (mm), (color)	Per linear mile (kilometer)
Item No. 653	Audible profiled thermoplastic skip traffic stripe, in (mm), (color)	Per gross linear foot (meter)
Item No. 653	Audible profiled thermoplastic skip traffic stripe, in (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Thermoplastic pavement markings, words, and symbols (color), type	Per each
Item No. 653	Thermoplastic traffic stripe	Per square yard (meter)
Item No. 653	Wet Weather Thermoplastic solid traffic stripe, in (mm), (color)	Per linear foot (meter)
Item No. 653	Wet Weather Thermoplastic solid traffic stripe, in (mm), (color)	Per linear mile (kilometer)
Item No. 653	Wet Weather Thermoplastic skip traffic stripe, in (mm), (color)	Per gross linear foot (meter)
Item No. 653	Wet Weather Thermoplastic skip traffic stripe, in (mm), (color)	Per gross linear mile (kilometer)
Item No. 653	Wet Weather Thermoplastic pavement markings, words, and symbols (color), type	Per each
Item No. 653	Wet Weather Thermoplastic traffic stripe	Per square yard (meter)

653.5.01 Adjustments

General Provisions 101 through 150.