



NORTH FULTON
COMMUNITY IMPROVEMENT DISTRICT

INVITATION TO BID

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

for

**DAVIS DRIVE EXTENSION AND MULTIMODAL
IMPROVEMENTS FROM
MANSELL ROAD TO WESTSIDE PARKWAY**

ITB-21-001

OWNER: NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

**CONTRACTING AGENCY:
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT**

11605 Haynes Bridge Rd
Suite 100
Alpharetta, GA 30009
(678) 397-0570

Prepared by:

ATKINS

Member of the SNC-Lavalin Group

1600 River Edge Parkway, Suite 700
Atlanta, GA 30328

BID # ITB-21-001

FINAL FOR ADVERTISING – 09/30/2021

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

INVITATION TO BID
SEALED BID # 21-001
DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM
MANSELL ROAD TO WESTSIDE PARKWAY

This Invitation to Bid (“ITB”) is issued by the North Fulton Community Improvement District (“NFCID”), to solicit proposal packages (each a “Bid”) from interested parties (each a “Bidder”) for the construction of the Davis Drive Extension and Multimodal Improvements Mansell Road to Westside Pkwy approximately 0.55 miles including, but not limited to, the extension of Davis Dr. to Westside Parkway (“Project”). The extension will consist of constructing two 11-foot travel lanes (one in each direction) with a 4-foot bicycle lane, one on each side of the road from Mansell Road to Westside Drive, and shoulder work includes curb & gutter, sidewalk, and driveways. Other improvements include: resurfacing existing Davis Drive, storm drain installation, construction of a detention pond, water main installation, signing and marking, landscaping, and lighting. This ITB includes complete Bidder's instructions and a detailed scope of work.

BID OPENING DATE: 10/28/2021

Contract documents, plans, ITB and specifications can be obtained from here:

<https://www.northfultoncid.com/davisdrive>

PRE-BID CONFERENCE:

A voluntary pre-bid conference will be held at 10/07/2021 @ 2:00 PM (E.S.T.) via Microsoft Teams. Please send an e-mail to atila.gokhan@atkinsglobal.com for a meeting invitation.

Bids Are Received and will be opened at:
NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
11605 Haynes Bridge Rd
Suite 100
Alpharetta, GA 30009
Attn: Kristin Winzeler
Before 2:00 PM by The Bid Opening Date

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL, 2 COPIES, AND AN ELECTRONIC PDF COPY OF THE BID. ELECTRONIC COPY CAN BE IN THE FORM OF A CD, DVD OR FLASH DRIVE.
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

INSTRUCTIONS TO CONTRACTORS:

RETURN SEALED BID TO:

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
Attn: Ms. Kristin Winzeler
11605 Haynes Bridge Rd.
Suite 100
Alpharetta, GA 30009

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EXTERIOR OF SEALED ENVELOPE/PACKAGE MUST INCLUDE:

Contractor's Name and Address

ITB Title & Number as noted on top of this section

ITB Due Date & Time as noted on top of this section

THIS PAGE MUST BE COMPLETED, SIGNED, AND RETURNED WITH EACH RESPONSE

By signing and returning this form with a Bid, the authorized signer and represented Bidder have read, understand, and agree to information within this Invitation to Bid and with required and informational documents, files, and/or forms posted to webpage for this ITB and made part of this ITB and any contract that may be awarded as a result of response to this ITB. Furthermore, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed Project (if applicable), is satisfied as to the actual conditions and requirements of the proposed Project, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the NFCID in full conformance with the Contract Documents.

Contractor/Bidder

Contact Name:

Mailing Address:

Contractor Phone Number(s):

Contractor FAX Number(s):

Email Address for Contractor:

Contact: Authorized Contractor Signature:

Printed Name of Signer:

Contractor Federal I.D or SS#

NOTE: The North Fulton Community Improvement District will not be responsible for the accuracy or completeness of the content of any North Fulton Community Improvement District Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the North Fulton Community Improvement District.

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SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
ITB Issue Date	09/30/2021
Pre-Bid Conference	10/07/2021; 2:00 PM
Deadline for Receipt of Written Questions.....	10/14/2021; 4:00 PM
Deadline for Posting of Written Answers	10/25/2021; 4:00 PM
ITB Response (Bid) Due Date/Time	10/28/2021; 2:00 PM

NFCID HOURS OF OPERATION:

Monday – Friday 9:00 AM – 3:00 PM;

(All time references in this document are to be understood as local, Eastern Time)

SECTION 1: ITB INSTRUCTIONS

1.0 Single Point of Contact

- Bidders are not allowed to communicate with any NFCID staff regarding this procurement, except the NFCID's agent in charge of this solicitation.
- Any unauthorized contact may disqualify the Bidder from further consideration.
- Contact information for the single point of contact is as follows:

Procurement Agent:	Atila Gokhan
Address:	Atkins 1600 RiverEdge Pkwy. Suite 700 Atlanta, GA 30328
Telephone Number:	(678) 247-2643
E-mail Address:	atila.gokhan@atkinsglobal.com

1.1 Required Review

1.1.1 Definitions of Certain Terms: Appendix C of this document contains definitions to a list of procurement terms that may be used in the ITB and procurement process. Bidders are encouraged to review these terms for intent and meaning used throughout the ITB and contracting process.

1.1.2 Review of ITB: Bidders should carefully review this ITB in its entirety including all instructions, requirements, specifications, and terms/conditions, and promptly notify the Procurement Agent, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this ITB.

1.1.3 Addenda: The NFCID may revise this ITB by issuing an addendum prior to the ITB Response Due Date/Time. The addendum will be posted on the NFCID's website alongside the posting of the ITB <https://www.northfultoncid.com/davisdrive>. Any publicly issued addendum will become part of the bid documents and subsequent contract.

- Bidders must sign and return any addendum acknowledgement page with their Bid response.
- Failure to submit Bid in accordance with an addendum may be cause for rejection.
- The NFCID may postpone an opening/due date and time in order to notify vendors of an addendum and to give Bidders sufficient time to respond to the addendum.

It is the Bidder's responsibility to review the Schedule of Events and the web page for additional documents and/or addenda issued for this Project.

1.1.4 Form of Questions: Bidders with questions, requiring clarification, or interpretation of any section within this ITB must be addressed to the NFCID's procurement agent, contact identified within this ITB. Questions in writing shall be emailed to Atila Gokhan at atila.gokhan@atkinsglobal.com.

- Questions must be received by the NFCID on or before 10/14/2021, 4:00 PM.
- Each question must provide clear reference to the section, page, and item in question.
- Questions received after the deadline may not be considered.

1.1.5 NFCID's Answers: The NFCID will provide official written answers to all written questions received on or before Question Deadline noted above in *Section 1.1.4* through an addendum.

- Answers to questions will be posted by 4:00 PM, 10/25/2021 on the website: <https://www.northfultoncid.com/davisdrive>

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- Any material changes to the ITB, including changes to the Scope of Project/Specifications, Calendar of Events, etc., will be formally communicated through an addendum that will be added posted on the website <https://www.northfultoncid.com/davisdrive>
- Bidders must sign and return any addendum acknowledgement page with their bid (see Section 1.1.3).
- Any other form of interpretation, correction, or change to this ITB will not be binding upon the NFCID.

1.2 Pre-Bid Conference

A Voluntary Pre-Bid Conference will be held on **10/07/2021** at **2:00 PM** via Microsoft Teams. Please send an e-mail to Atila Gokhan at atila.gokhan@atkinsglobal.com for a meeting invite.

- Bidders may use this opportunity to ask clarifying questions or obtain a better understanding of the Project or to notify the NFCID of any ambiguity, inconsistency, or error that may be discovered upon examination of this ITB.
- All responses to questions at the Pre-Bid Conference will be oral and in no way binding on the NFCID. (See Sections 1.1.4 and 1.1.5)

1.3 Submitting a Bid

1.3.1 Failure to Comply with Instructions: The NFCID may choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any responses that fail to comply with these instructions, are difficult to understand, are difficult to read, or are missing any requested information.

1.3.2 Standard Forms: Bidders **must** respond to this ITB by completing the standard forms set forth under *Appendix A*. The standard forms include legal requirements that must be met before the contract award process commences. See Appendix A for further instructions.

1.3.3 Standard Contract: By submitting a Bid in response to this ITB, Bidders agree to execute a contract materially incorporating those certain provisions set forth in **Section 6 Terms and Conditions** upon contract award by the NFCID. Bidders acknowledge that **Section 6 Terms and Conditions** does not define the total extent of the contract language.

1.3.4 Bidder's Signature:

- The first page of this ITB and any other pages requiring signatures must be signed by an individual authorized to legally bind the legal entity submitting the Bid and must be submitted with the Response.
- The Bidder's signature on a Bid in response to this ITB represents, warrants, and guarantees that the prices quoted have been established without collusion and without effort to preclude the NFCID from obtaining the best possible supply or service.
- By signing and submitting a response to this ITB, Bidder acknowledges and agrees that the Bidder has carefully examined and fully understands the provisions and requirements of this ITB; has made a personal examination of the Project site (if applicable); is satisfied as to the actual conditions, specifications/scope of work, and requirements; and hereby agrees that if Bidder's Bid is accepted, Bidder will enter into a contract with the NFCID and perform same in full conformance with the Contract Documents.
- Proof of authority of the person signing the Bid response must be furnished upon request.

1.3.5 Organization of Bid: Each Bid response must be organized in the order set forth in Section 3 of this ITB. The original Bid document and each Bid document copy shall have tabs separating each response section.

1.3.6 Late Submissions, Withdrawals, and Corrections:

Late Bid: Regardless of cause, late Bids **will not** be accepted and will automatically be disqualified from further consideration. It shall be the Bidder's sole risk to assure delivery to the receptionist's desk at the designated office by the designated ITB Response (Bid) Due Date/Time. Late Bids will

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not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.

Bid Withdrawal: A Bidder requesting to withdraw its Bid prior to the ITB Response (Bid) Due Date/Time may submit a letter to the Procurement Agent requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder.

A Bidder requesting to withdraw after the Bid has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the withdrawal request and a judgment will be made. Generally, bid withdrawal after Bids are opened for reasons other than obvious clerical errors is not permitted.

Bid Correction: If an error is discovered prior to the opening, the Bidder can submit a corrected Bid. The corrected Bid should be clearly marked to indicate that it replaces the Bid originally submitted.

If an obvious clerical error not involving unit pricing is discovered after the Bid has been opened, the Bidder may submit a letter to the designated Procurement Agent within two (2) business days of opening requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the Bidder or subject legal entity. The Bidder must present clear and convincing evidence that an unintentional error was made. The Procurement Officer will review the correction request and a judgment will be made. Generally, modifications to opened Bids for reasons other than obvious clerical errors are not permitted. No changes to any unit price will be made after the Bids are opened. Errors in the mathematical extension of the quantities and unit prices will be corrected by the NFCID and the revised total Bid amounts are then to be used to determine the lowest reliable Bidder.

1.4 Cost of Preparing a Bid

1.4.1 NFCID Not Responsible for Preparation Costs: The costs for developing and delivering Bids, responses, or submissions to this ITB and any subsequent presentations of the Bid as requested by the NFCID are entirely the responsibility of the Bidder. The NFCID is not liable for any expense incurred by the Bidder in the preparation and presentation of its Bid.

1.4.2 All Timely Submitted Materials Become NFCID Property: All materials submitted, including those from awarded Bidder as well as those from unsuccessful Bidders, in response to this ITB become the property of the NFCID and are to be appended by Bidder to any formal documentation, which may further define or expand any contractual relationship between the NFCID and Bidder resulting from this ITB process.

1.5**Special Notices**

SPECIAL NOTICES

SPECIAL NOTICE 1

Right of Way Acquisition is still in progress. Parcels 1, 2, and 4 are still unavailable. The contractor shall not commence work on parcels 1, 2, and 4 until these parcels are fully acquired.

SPECIAL NOTICE 2

The time allowed for completion of the project will be Two Hundred Seventy (270) calendar days. At the discretion of the Engineer, liquidated damages of \$1000 per consecutive calendar day shall be assessed for failure to complete both projects within the specified time frame.

SECTION 2: BID RECEIPT AND EVALUATION PROCESS

2.0 Authority

This ITB is issued under the authority of the Fulton County Community Improvement Districts Act and applicable law. The NFCID has the authority to reject any and all Bids and to waive technicalities and informalities as further set forth in Section 2.3.

2.1 Receipt of Bids

2.1.1 Public Information:

During the opening of Bids, the Bidder's name, bid amount and other pertinent information will be read aloud and recorded. No other information will be disclosed at that time.

2.1.2 Procurement Agent's Review of Bids: The NFCID will open and review the Bids to determine if the bid is responsive and responsible.

2.2 Classification and Evaluation of Bids

2.2.1 Initial Classification of Bids as Responsive and Responsible:

All Bids will initially be classified as either "responsive" or "nonresponsive".

1. Bids may be found nonresponsive any time during the evaluation process if
 - any of the required information is not provided;
 - the submitted price is found to be excessive or inadequate; or
 - the Bid does not comply with the plans and specifications as described and required in this ITB.

Submissions found nonresponsive will not be considered further.

2. The NFCID or designee will determine whether a Bidder has met the standards of responsibility – i.e., whether the Bidder has the capability in all respects to perform fully and reliably the requirements of this ITB and resulting contract based on the factors below. Such a determination may be made at any time during the evaluation of a Bid response if information surfaces that would result in a determination of non-responsibility.
 - If a Bidder is found non-responsible, the determination must be in writing, made a part of the procurement file, and sent to the affected Bidder.

2.2.2 Evaluation of Bids: During the evaluation of the Bids, the NFCID reserves the right to request clarification of Bid responses and the right to request the submission of references, if deemed necessary for a complete evaluation of Bids.

Award will be made to the responsive and responsible Bidder whose Bid is most economical according to designated criteria.

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors:

- | | |
|--|------------------------------|
| • price; | • experience; |
| • conformity to specifications; | • delivery promise; |
| • financial ability to meet the contract; | • terms of payment; |
| • previous performance; | • compatibility as required; |
| • facilities and equipment; | • other costs; |
| • availability of repair parts; | |
| • and other objective and accountable factors, if any. | |

The NFCID shall be the sole judge of the factors and will make the award in the best interest of the NFCID.

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2.2.3 Completeness of Bid: Selection and award will be based on the Bidder's Bid. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested.

2.2.4 Contract Award: Contract award, if any, will be made by NFCID Board. The NFCID may elect to electronically deliver contracts to the awarded Contractor for digital signing. Both State of Georgia and Federal law recognize and uphold the use of electronic signatures.

2.3 NFCID's Rights Reserved

While the NFCID has every intention to award a contract as a result of this ITB, issuance of the ITB in no way constitutes a commitment by the NFCID to award and execute a contract. Upon a determination such actions would be in its best interest, the NFCID, in its sole discretion, reserves the right to:

- cancel or terminate this ITB at any time. A notice of cancellation will be issued on the NFCID's website. If the ITB is cancelled, the NFCID will not reimburse any Bidder for the preparation of its Bid. Bids may be returned, at Bidder's expense, upon request if unopened;
- reject any or all Bids, responses, or submissions received in response to this ITB;
- waive and/or amend any technicalities or informalities, or undesirable, inconsequential, or inconsistent provisions or specifications of this ITB which would not have significant impact on any Bid or submission;
- not award a contract if it is in the best interest of the NFCID not to proceed with contract execution; and
- terminate any contract if the NFCID determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS

3.0 Organization of Bid

Each Bid must be organized in the order set forth below. Paper Original and Copy section shall have tabs separating each section. Each Bid and Copies must be submitted in a sealed envelope/package.

Sealed Bid envelope/package must be marked on the exterior with the following:

- Bidder's Name,
 - ITB #,
 - ITB Title, and
 - ITB Response (Bid) Due Date/Time.
1. **Cover Page** – Bidder's authorized official to complete, sign, and return with Bid response;
 - a. By submitting a response to this ITB, Bidder acknowledges and agrees that Bidder has carefully examined and fully understands the provisions and requirements of this ITB, has made a personal examination of the site of the proposed Project (if applicable), is satisfied as to the actual conditions and requirement of the proposed Project, and hereby proposes and agrees that if Bidder's Bid is accepted, Bidder will contract with the NFCID in full conformance with the Contract Documents. Bidders should include a listing of any exceptions to *Sections 1, 2, and 6* (including subsections).
 2. **Section 3, Scope of Project/Specifications** – include all requested documents, information, exceptions, clarifications, etc.;
 3. **Section 4, Bidder Qualification** – include all requested documents and information;
In addition, the required Bidder must be prequalified with GDOT and provide a Certificate of Qualification from GDOT
 4. **Section 5, Cost Submission Form with Bid Price Certification** – Bidder's authorized official to complete, sign, and return with Bid response.

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- a. Bidders **must** respond to this ITB by utilizing the Cost Submission Form found in Section 5. (This form may also be provided as a separate, fillable Excel worksheet.)
- b. Except in rare cases as described in Section 1.3.6, a Bid may not be corrected, withdrawn, or canceled by the Bidder for a 120-day period following the deadline for Bid submission as defined in the Schedule of Events (ITB Response (Bid) Due Date/Time), or receipt of best and final offer, if required, and Bidder so agrees in submitting the Bid.
- c. The Cost Submission Form will be used as the primary representation of each Bidder's cost/price and will be used extensively during Bid evaluations.
- d. Additional information should be included as necessary to explain in detail the Bidder's cost/price.
5. **Appendix A, Standard Forms**– Complete each of the following as directed on each form, sign, and return with Bid response:
 - a. Disclosure Form – complete, sign, and return with Bid response.
 - b. Bid Bond or Certified Check.
 - c. E-Verify, Affidavit Verifying Compliance with Illegal Immigration Reform and Enforcement Act, Contractor Affidavit only to be returned with bid response.
 - d. W-9, Request for Taxpayer Identification Number and Certification.
6. **Additional Appendices** (add ONLY if applicable) – include all requested documents and information.
 - a. DBE goal forms
 - b. Federal Aid Certification form
7. **Addenda** – if any addenda are formally issued by the NFCID, Bidder must complete, sign, and return Page 1 Addendum Acknowledgement with Bid acknowledging receipt and adherence to any changes in the ITB.

3.1 Bid Copies Required, Deadline for Receipt

1. Each Bid must be received in sealed, opaque packaging.
2. Bids must be at the location noted below prior to the ITB Response (Bid) Due Date/Time **2:00 PM EDT on 10/28/2021**. Each bid response received must be delivered to this location and Time/Date stamped upon delivery.

NFCID hours of operation for receipt of deliveries:

Monday – Thursday 9:00 am – 3:00 pm;

NFCID 11605 Haynes Bridge Rd Suite 100 Alpharetta, GA 30009 Attn: Kristin Winzeler
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3. Faxed or e-mailed responses to Requests for Bids are NOT accepted and will not be reviewed.
4. Bidders must submit the following number of copies to the address set forth on the Cover Page:
 - **One (1) Hard Original Copy Unbound** (3-ring binder OK), marked "Original" with original signatures.
 - **Two (2) Hard Copies Unbound** (3-ring binder OK), marked "Copy".
 - **Two (2) CD-ROM or Flash Drive Copies.**
 - a. Mark all CD's or Flash Drives with Bidder's name and ITB name and number.
 - b. All digital files must be in either (unless otherwise specified within this document):
 - i. Microsoft Office file format or
 - ii. Portable Document Format (PDF).
 - c. Use caution in creating the electronic files. If the NFCID is unable to open files due to data-corruption, the Bidder's Bid may be considered incomplete.

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- d. **NOTE:** All digital and hard copies must include exactly the same information as provided in the hard "Original" copy.

3.2 Bid Opening

For all that wish to attend, the public Bid Opening will be held at:

NFCID
11605 Haynes Bridge Rd
Suite 100
Alpharetta, GA 30009

3.3 NFCID's Intent

The NFCID's intent for this Project is the construction of Davis Drive Extension and Multimodal Improvements from Mansell Road to Westside Pkwy approximately 0.55 miles including, but not limited to, the extension of Davis Dr. to Westside Parkway ("Project"). The extension will consist of constructing two 11-foot travel lanes (one in each direction) with a 4-foot bicycle lane, one on each side of the road from Mansell Road to Westside Drive, and shoulder work includes curb & gutter, sidewalk, and driveways. Other improvements include: resurfacing existing Davis Drive, storm drain installation, construction of a detention pond, water main installation, signing and marking, landscaping, and lighting.

The Bidder shall comply with all specifications set forth in Appendix E and F of this document.

3.4 Required Information

The Bidder shall submit its Bid on the form furnished by the NFCID. The blank spaces on the Schedule of Items shall be filled in correctly for each Pay Item (except alternate items) and the Bidder shall fill in the Unit Price or a Lump Sum Price as called for in the Schedule of Items for each Pay Item listed therein. In addition, the Bidder shall also show the products of the respective Unit Prices and quantities and the total amount of the Bid by adding the amounts of all Bid Items. In the event of a discrepancy in any of the figures, the Unit Price will govern, and the Bid will be recalculated.

The Bidder who is awarded the Contract ("Contractor") shall commence the construction of the Project ("Work") with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed and shall continuously pursue the Work without interruption to completion. Please refer to Special Provision ("SP") 108 and 150 for specific lane closure limitations.

The Contractor shall fully complete the Construction Work within Two Hundred Seventy (270) calendar days from and including the Notice to Proceed.

The NFCID will process approved payment requests under this Project to the awarded Contractor. Payment to sub-contractors and suppliers is the responsibility of the awarded Contractor. The NFCID will not entertain any other payment arrangements.

The Contractor shall be responsible for performing with its own organization at least thirty percent (30%) of the work in this contract. The Contractor shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the NFCID.

The Bidder shall comply with the most recent version of the GDOT Specifications, Special Provisions set forth in Appendix E and F of this Document, as well as all Details and Standards.

Construction is only permitted between the hours as noted in SP 108 and SP 150. The NFCID or its designee will have the final approval on any Work on Saturday's, or any Work being performed outside the City of Alpharetta's noise ordinance. Additionally, the Contractor shall notify the NFCID or its designee in writing 72 hours prior to any Work commencing.

Contractor shall be responsible for implementing and maintaining all necessary traffic control measures. Contractor shall submit a traffic control plan to the NFCID or its designee for approval prior to commencing any operations at a given location. The Contractor shall adhere to the City's noise ordinance and lane closure policies when submitting a traffic control plan. Traffic control is entirely the responsibility

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

of the Contractor and must comply with MUTCD standards. Please see Special Provision 150 for specific information regarding lane closures.

The Contractor will be required to attend a pre-construction conference with, at a minimum, the NFCID, any designee, the Engineer, the City, utilities, and any other appropriate stakeholders.

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

All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. The NFCID or its agents will perform the testing as required. The Contractor is responsible for asphalt mixture acceptance testing at the plant.

SECTION 4: BIDDER QUALIFICATIONS

4.0 NFCID's Right to Investigate

The NFCID may make such investigations as deemed necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

4.1 Bidder Informational Requirements

In determining the capabilities of a Bidder to perform the Work specified herein, the following informational requirements must be met by the Bidder. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be brief and relevant to the goals of this ITB.

Each Bid shall provide the following information:

4.1.1 Georgia Department of Transportation Prequalification: Bidder shall provide a copy of its current Certificate of Qualification or Certificate of Registration.

4.1.2 References: Bidder shall provide a minimum of two (2) references for each item/service specified in this ITB. The references may include any government, university, or similar entity where the Bidder, preferably within the last two (2) years, has successfully completed projects of a similar nature.

At a minimum, the Bidder shall provide:

- the company name,
- the location where the service was provided or item was installed/delivered,
- contact person(s),
- customer's telephone number,
- contact person's email address, and
- a complete description of the item/service type, and dates provided.

These references may be contacted to verify Bidder's ability to perform the contract. The NFCID reserves the right to use any information or additional references deemed necessary to establish the ability of the Bidder to perform the conditions of this request. Negative references may be grounds for Bid disqualification.

4.1.3 Resumes/Company Profile and Experience:

Bidder shall specify how long the individual/company submitting the Bid has been in the business of providing services similar to those requested in this ITB.

Bidder shall provide:

- A brief business profile.
- Name, telephone number, and email address of the Bidder's designated contact.
- A brief resume or summary of qualifications, work experience, education, skills, etc., for the proposed project manager and for all key personnel who will be involved with any aspect of the Work.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

SECTION 5: COST SUBMISSION

DAVIS DRIVE EXTENSION BID TAB						
ITEM #	GDOT ITEM #	DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE	TOTAL BID PRICE
0005	150-1000	TRAFFIC CONTROL	LS	1		
0010	163-0232	TEMP GRASSING	AC	4		
0015	163-0240	MULCH	TN	80		
0020	163-0300	CONSTRUCTION EXIT	EA	2		
0025	163-0550	CONSTRUCT & REMOVE INLET SED TRAP	EA	26		
0030	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2		
0035	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	26		
0040	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	4695		
0045	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	2		
0050	167-1500	WATER QUALITY INSPECTIONS	EA	9		
0055	171-0030	TP C SILT FENCE	LF	4965		
0060	207-0203	FOUND BKFILL MATL, TP II	CY	5		
0065	210-0100	GRADING COMPLETE	LS	1		
0070	310-1101	GR AGGR BASE CRS, INCL MATL	TN	5256		
0075	318-3000	AGGR SURF CRS	TN	30		
0080	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME	TN	100		
0085	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	800		
0090	402-3113	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1423		
0095	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	1451		
0100	413-1000	BITUM TACK COAT	GL	1405		
0105	432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	6167		
0110	441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	409		
0115	441-0204	PLAIN CONC DITCH PAVING, 4 IN	SY	114		
0120	441-0754	CONCRETE MEDIAN, 7 1/2 IN	SY	167		
0125	441-0104	CONC SIDEWALK, 4 IN	SY	1692		
0130	441-0108	CONC SIDEWALK, 8 IN	SY	132		
0135	441-4030	CONC VALLEY GUTTER, 8 IN TK	SY	17		
0140	441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	210		
0145	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	3813		
0150	441-7012	CURB CUT WHEELCHAIR RAMP, TYPE B	EA	3		
0155	444-1000	SAWED JOINTS IN EXIST PAVEMENTS - PCC	LF	450		

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0160	446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	100		
0165	500-3201	CLASS B CONCRETE, RETAINING WALL	CY	53		
0170	500-3800	CLASS A CONCRETE, INCL REINF STEEL (for turn-down and turn-up S/W walls)	CY	26		
0175	500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	21		
0180	504-0600	TWENTY-FOUR HOUR ACCELERATED STRENGTH CONC.	CY	302		
0185	515-2050	HANDRAIL SPECIAL DESIGN - HAND RAIL ADJACENT TO TURN-DOWN WALLS & GRAVITY WALL	LF	158		
0190	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	932		
0195	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	49		
0200	550-4118	FLARED END SECTION 18 IN, STORM DRAIN	EA	1		
0205	550-4224	FLARED END SECTION 24 IN, STORM DRAIN	EA	1		
0210	603-2181	STN DUMPED RIP RAP, TP 3, 18 INCH	SY	423		
0215	603-7000	PLASTIC FILTER FABRIC	SY	423		
0220	610-6515	REM HIGHWAY SIGN, STD	EA	1		
0225	611-3030	RECONSTR STORM SEW MANHOLE, TYPE 1	EA	1		
0230	611-5360	RESET HIGHWAY SIGN	EA	1		
0235	634-1200	RIGHT OF WAY MARKERS	EA	34		
0240	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	101		
0245	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	64		
0250	636-1041	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	SF	24		
0255	636-2070	GALV STEEL POSTS, TP 7	LF	308		
0260	643-1152	CH LK FENCE, ZC COAT, 6 FT, 9 GA	LF	1006		
0265	643-8010	GATE, CHAIN LINK ZC COAT -	EA	1		
0270	643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	3700		
0275	647-1000	TRAFFIC SIGNAL INSTALLATION NO - 1	LS	1		
0280	652-0105	PAVEMENT MARKING, HIGH BUILD WET WEATHER, BIKE SHARED LANE SYMBOL	EA	11		
0285	652-5900	SOLID TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE	LM	0.335		
0290	652-6900	SKIP TRAFFIC STRIPE, HIGH BUILD WET WEATHER, 5 IN, WHITE	GLM	0.167		
0295	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	16		
0300	653-0130	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	EA	1		
0305	653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2662		
0310	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	4300		
0315	653-1504	THERMOPLASTIC SOLID TRAF STRIPE, 12 IN, WHITE	LF	482		
0320	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	496		

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0325	653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	2517		
0330	653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	602		
0335	653-3502	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW	GLF	1190		
0340	653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	SY	128		
0345	653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	217		
0350	654-1001	RAISED PVMT MARKERS TP 1	EA	20		
0355	654-1003	RAISED PVMT MARKERS TP 3	EA	74		
0360	657-1084	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, WHITE, TP PB	LF	1561		
0365	657-1244	PREFORMED PLASTIC SOLID PVMT MKG, 24 IN, WHITE, TP PB	LF	46		
0370	657-6085	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, CONTRAST (BLACK-YELLOW), TP PB	LF	60		
0375	660-2600	CLEAN OUT DOWNSTREAM CLOSED SYSTEMS AND DETENTION PONDS	EA	1		
0380	668-1100	CATCH BASIN, GP 1	EA	11		
0385	668-1110	CATCH BASIN, GP 1, ADDITIONAL DEPTH	LF	9		
0390	668-2100	DROP INLET, GP 1	EA	3		
0395	668-2110	DROP INLET, GP 1, ADDL DEPTH	LF	3		
0400	668-5005	JUNCTION BOX, SPCL DES (STC 450i STORMCEPTOR UNIT)	EA	2		
0405	668-5005A	JUNCTION BOX, SPCL DES (STC 900 STORMCEPTOR UNIT)	EA	1		
0410	668-9800	OUTLET CONTROL STRUCTURE	EA	1		
0415	670-1590	CONCRETE CAP	EA	1		
0420	681-4210	LIGHTING STD, 30 FT MH, POST TOP	EA	14		
0425	681-6200	LUMINAIRE, TYPE 2, LED	EA	14		
0430	682-1404	CABLE, TP XHHW, AWG NO 10	LF	12300		
0435	682-6222	CONDUIT, NONMETL, TP 2, 2 IN	LF	4100		
0440	682-6225	CONDUIT, NONMETL, TP 2, 2 1/2 IN	LF	75		
0445	682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	235		
0450	682-6260	CONDUIT, NONMETL, TP 3, 4 IN	LF	225		
0455	682-9000	MAIN SERVICE PICK UP POINT - NO 1	LS	1		
0460	682-9022	ELECTRICAL JUNCTION BOX, REINFORCED PLASTIC MORTAR	EA	2		
0465	682-9950	DIRECTIONAL BORE - 3 IN	LF	520		
0470	682-9950	DIRECTIONAL BORE, 5 IN	LF	95		
0475	700-1250	PERMANENT GRASSING	AC	4		
0480	700-9300	SOD	SY	2850		
0485	716-2000	EROSION CONTROL MATS, SLOPES	SY	3800		

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0490	999-0000	MISCELLANEOUS CONSTRUCTION	DOLLAR	\$100,000.00	\$1.00	\$100,000.00
0495	999-3110	STORMWATER POND	LS	1		
0500	N/A	INLET MARKERS	EA	17		
DAVIS DRIVE EXTENSION BASE BID SUBTOTAL						
		WATER MAIN INSTALLATION				
0505	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	1650		
0510	500-3101	CLASS A CONCRETE	CY	6		
0515	600-0001	FLOWABLE FILL	CY	1		
0520	611-8050	ADJUST MH TO GRADE	EA	4		
0525	611-8120	ADJUST WATER METER BOX TO GRADE	EA	1		
0530	611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	1		
0535	670-1060	WATER MAIN, 6 IN, DIP	LF	50		
0540	670-1120	WATER MAIN, 12 IN, DIP	LF	1650		
0545	670-1500	CAP OR REMOVE EXISTING WATER MAIN	EA	1		
0550	670-2002	VALVE MARKER	EA	7		
0555	670-2500	INSERTION VALVE - 8" - 12"	EA	1		
0560	670-2060	GATE VALVE, 6 IN	EA	4		
0565	670-2120	GATE VALVE, 12 IN	EA	2		
0570	670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN	EA	2		
0575	670-4000	FIRE HYDRANT	EA	4		
0580	670-5010	WATER SERVICE LINE, 1 IN	LF	30		
0585	670-5020	WATER SERVICE LINE, 2 IN	LF	20		
0590	670-5620	WATER SERVICE LINE, 3/4 IN	LF	10		
0595	670-5000	WATER SERVICE LINE - 1 1/2 IN	LF	10		
0600	670-9710	RELOCATE EXIST FIRE HYDRANT	EA	1		
0605	670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	EA	1		
0610	670-9730	RELOCATE EXIST WATER METER, INCL BOX	EA	1		
0615	670-9920	REMOVE EXISTING FIRE HYDRANT	EA	1		
0620	999-0000	TASK ALLOWANCE	UNIT	1		
WATER MAIN INSTALLATION SUBTOTAL						
DAVIS DRIVE EXTENSION BASE BID INCLUDING WATER MAIN INSTALLATION						

BID ALTERNATES

DAVIS DRIVE @ MANSELL RD - BID ALTERNATE 1						
0625	210-0100	GRADING COMPLETE	LS	1		
0630	441-0104	CONC SIDEWALK, 4 IN	SY	950		
0635	680-4200	LIGHTING STD, 0 - 20 FT MH	EA	5		
0640	680-5245	LUMINAIRE BRACKET ARM, 2 FT	EA	5		
0645	681-6200	LUMINAIRE, TYPE 2, LED	EA	5		
0650	682-1404	CABLE, TP XHHW, AWG NO 10	LF	2500		

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

0655	700-9300	SOD	SY	400		
0660	702-0897	QUERCUS NUTTALLI -NUTTALL OAK, 4" CAL. B&B	EA	4		
0665	702-0908	QUERCUS SHUMARDII - SHUMARD RED OAK, 4" CAL. B&B	EA	6		
0670	702-1081	ULMUS AMERICANA - AMERICAN ELM, 4" CAL. B&B	EA	8		
0675	702-9025	LANDSCAPE MULCH, 3" SHREDDED HARDWOOD MULCH	SY	400		
0680	708-1000	PLANT TOPSOIL	CY	22		
0685	N/A	ROOT BARRIER	LF	720		
DAVIS DRIVE @ MANSELL RD - BID ALTERNATE 1 SUBTOTAL						

DAVIS DRIVE @ MANSELL RD - BID ALTERNATE 2						
0690	210-0100	GRADING COMPLETE	LS	1		
0695	310-1101	GR AGGR BASE CRS, INCL MATL	TN	52		
0700	441-0018	DRIVEWAY CONCRETE, 8 IN TK	SY	188		
0705	441-0104	CONC SIDEWALK, 4 IN	SY	1106		
0710	635-1000	TYPE 3 BARRICADE W/ROAD CLOSED SIGN (R11-2)	EA	7		
0715	657-1084	PREFORMED PLASTIC SOLID PVMT MKG, 8 IN, WHITE, TP PB	LF	160		
0720	680-4200	LIGHTING STD, 0 - 20 FT MH	EA	4		
0725	680-5245	LUMINAIRE BRACKET ARM, 2 FT	EA	4		
0730	681-6200	LUMINAIRE, TYPE 2, LED	EA	4		
0735	682-1404	CABLE, TP XHHW, AWG NO 10	LF	3300		
DAVIS DRIVE @ MANSELL RD - BID ALTERNATE 2 SUBTOTAL						

DAVIS DRIVE @ MANSELL RD - BID ALTERNATE 3 (SEWER RELOCATION)						
0740	210-0100	GRADING COMPLETE	LS	1		
0745	219-2000	CRUSHED AGGREGATE BASE	TN	304		
0750	610-1725	REMOVE SANITARY SEWER PIPE, 8 IN	LF	490		
0755	611-8050	ADJUST MANHOLE TO GRADE	EA	5		
0760	660-0808	SANITARY SEWER PIPE, 8 IN, DIP	LF	544		
0765	660-1110	TEMPORARY BYPASS PUMPING SYSTEM INSTALLATION	EA	1		
0770	660-1115	TEMPORARY BYPASS PUMPING SYSTEM DECOMMISSIONING	EA	1		
0775	660-1150	CUT & PLUG EXISTING SEWER MAIN	EA	2		
0780	660-2600	SEWER CLEANOUTS	EA	3		
0785	660-3275	ABANDON MANHOLE	EA	3		
0790	660-3550	ROCK EXCAVATION	CY	320		
0795	668-2050	SEWER LATERAL, 8 IN	EA	3		
0800	668-3300	SANITARY SEWER MANHOLE, TP 1	EA	2		
0805	668-3311	SANITARY SEWER MANHOLE, TP 1, ADDITIONAL DEPTH CL 1	LF	8		

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0810	668-3312	SANITARY SEWER MANHOLE, TP 1, ADDITIONAL DEPTH CL 2	LF	14		
0815	668-3313	SANITARY SEWER MANHOLE, TP 1, ADDITIONAL DEPTH CL 3	LF	7		
DAVIS DRIVE @ MANSELL RD - BID ALTERNATE 3 (SEWER RELOCATION) SUBTOTAL						
DAVIS DRIVE EXTENSION ALTERNATES TOTAL						
TOTAL BID INCLUDING ALTERNATES						

Bid Price Certification

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

In compliance with Section 3 Scope of Project/Specifications, the undersigned offers and agrees that if this Bid is accepted by the Board within ninety (90) days of the date of ITB Response Due Date and Bid opening, that the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY _____

ADDRESS _____

AUTHORIZED SIGNATURES _____

PRINT / TYPE NAME(S) AND TITLE(S) _____

CONTACT INFO: PHONE NUMBER _____

CONTACT INFO: E-MAIL ADDRESS _____

SECTION 6: TERMS AND CONDITIONS

The NFCID's standard terms and conditions, which will be incorporated into the contract between the Contractor and the NFCID ("Contract"), are set forth herein ("Terms and Conditions"). Bidders should notify the NFCID of any Terms and Conditions that either preclude them from responding to this ITB or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Bidder's Bid. Any requests for material, substantive, important exceptions to the Terms and Conditions will be addressed by formal written addendum issued by the designated Procurement Agent. The NFCID reserves the right to address any non-material, minor, and/or insubstantial exceptions to the Terms and Conditions.

6.0 Additional Contract Provisions and Terms

This ITB, including all documents and appendices attached hereto, referenced herein and/or incorporated herein, and any addenda hereto, and the Bid of the awarded Contractor, including any amendments thereto, will be incorporated into the Contract (as previously set forth, all of such documents are collectively referred to as the "Contract Documents"). The Terms and Conditions set forth herein do not define the total extent of the contract language. In the event of a conflict or dispute as to the duties and responsibilities of the NFCID and Contractor under any resulting Contract Documents, the Contract, will govern in accordance with the order of precedence set forth therein.

Unless otherwise directed, all work performed under this contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction Transportation Systems, 2021 edition, and any Supplemental Specifications modifying them, including the modifications presented in Appendix E and F.

6.1 Performance Prior to Contract Execution

The successful Bidder shall not begin performance of the Project prior to the execution of a formal written contract by the NFCID and the successful Bidder. Any Bidder beginning performance prior to the execution of the Contract shall be deemed to be proceeding at the Bidder's risk and shall not be entitled to any compensation for such performance. In addition, the NFCID reserves the right to withdraw or cancel the award of this ITB.

6.2 Contract Term

The term ("Term") of the Contract commences upon execution by both parties and shall terminate upon the completion of the Project but in no event any later than Two Hundred Seventy (270) calendar days. A Notice to Proceed will be further provided for in the Contract.

The Contract price(s) and/or rates for the above-stated Contract term will remain as offered in the Contractor's Bid cost submission and accepted/awarded by the NFCID.

If applicable, any automatic renewal of the Contract, notice of intent to not renew will be given to the Contractor in writing by the NFCID, no less than thirty (30) days before the expiration date of the initial term of the contract.

6.3 Subcontractors

The lowest responsive and responsible Bidder will be the prime contractor if a contract is awarded and executed and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Bid. The NFCID reserves the right to approve all subcontractors. The Contractor shall be responsible to the NFCID for the negligent acts and negligent omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this ITB, or otherwise in the Contract Documents created as a result of any contract award derived from this ITB, shall create any contractual relationships between any subcontractor of the Contractor and the NFCID.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

All federal forms listed in Appendix E shall be physically attached to contracts between the Contractor and Subcontractor.

6.4 Bonding Requirements

Bid Bond

A bid bond in the amount of 5% of contract price required for all Projects. Refer to Appendix A for Bid Bond form.

By signing and submitting this Bid to the NFCID, BIDDER agrees that in case of failure on its part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying their bid and the money payable thereon shall be forfeited to the NFCID as liquidated damages; otherwise, the check or Bond accompanying this Bid shall be returned to the BIDDER.

Performance and Payment Bonds

Prior to commencing the Work, the Contractor, as principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give:

- Performance Bond in the amount of one hundred percent (100%) of the price of the Contract.
- Payment Bond in the amount of one hundred ten percent (110%).

“Performance bond” means a bond with good and sufficient sureties or guarantees for the faithful performance of the Contract and to indemnify the NFCID for any damages occasioned by a failure to perform same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the NFCID.

“Payment bond” means a bond with good and sufficient sureties or guarantees payable to the NFCID and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of constructing the Project.

The life of these bonds shall extend through the Final Acceptance date of the Project for an additional sixty (60) day maintenance period (where applicable) and a twelve-month warranty/guarantee period after Final Acceptance.

6.5 Time for Completion; Liquidated Damages

Liquidated damages requirements shall be set forth as shown in the Georgia Department of Transportation Standard Specifications for Transportation Systems, 2021 Edition and any Supplemental Specifications modifying them, including the modifications presented in the Appendices. Also see SP 108 for additional modifications.

The Contractor shall commence performance of the Work as set forth in the Notice to Proceed or otherwise in the Contract. The Contractor shall be required to perform the Work and achieve Substantial Completion and Final Completion by the dates either set forth in this ITB, the Bid, or as reasonably required by the NFCID. “Substantial Completion” shall mean that stage in the progression of the Work in which same is sufficiently complete in accordance with the Contract such that the NFCID can enjoy beneficial use and occupancy of the subject property or site and can utilize the improvements or renovations completed by the Work for their intended purpose. “Final Completion” shall mean the Work is complete in full accordance with the Contract and the Contract has been fully performed as determined by a final inspection of the NFCID following the Contractor’s request for same. If the Contractor fails to achieve Substantial Completion and/or Final Completion by the dates set forth in the resulting contract, the Contractor shall be liable to the NFCID for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth in the Contract; and for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth in the Contract,

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as applicable. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable pre-estimate of delay damages likely to be sustained by the NFCID for any such breach, as it is mutually agreed that any such actual and consequential damages incurred by the NFCID for such breach would otherwise be difficult to ascertain.

6.6 General Insurance Requirements

The following is informational for this ITB. Upon Board approval, the awarded Contractor shall provide the NFCID with a Certificate of Insurance to the address listed under *Section 1.0* indicating the existence of the policies prior to the beginning of the Contract Work or Term. Thereafter, a renewal certificate shall be delivered to the NFCID at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the NFCID as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the NFCID, the Contractor shall deliver to the NFCID representative upon demand a certified copy of any policy required herein for review. Contractor shall obtain and maintain the following insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the NFCID. Insurance provided by Contractor, with the exception of Workers Compensation and Professional Liability, shall be primary and non-contributory coverage and shall be endorsed accordingly and such insurance shall provide a waiver of subrogation to NFCID.

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (c) Automobile Liability Insurance in an amount of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work in the amount of One Hundred Thousand Dollars (\$100,000).
- (e) Umbrella Insurance in the minimum of Five Million Dollars (\$5,000,000) over and above the underlying required coverages of Commercial General Liability and Auto Liability coverage. Insurance limits may be provided by any combination of primary and excess policies.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and per the standard ISO ACORD insurance form. General Liability and Automobile liability insurance policies shall name NFCID, Alpharetta, Fulton County, Davis Group Investors, LLC, Sanctuary Acquisitions East, LLC, Sanctuary Acquisitions West, LLC (the latter two a "Sanctuary Party"), each management company operating and each lender holding a security title to the improvements within a Sanctuary Party project, Rock Mill 400 LLP, and the State of Georgia as additional insureds.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Contractor's and Work regardless of when claims are made, during or after completion of the Work.

Indemnification. The awarded Contractor shall indemnify, defend, and hold the NFCID, Alpharetta, Fulton County, Davis Group Investors, LLC, Sanctuary Acquisitions East, LLC, Sanctuary Acquisitions West, LLC (the latter two a "Sanctuary Party"), each management company operating and each lender holding a security title to the improvements within a Sanctuary Party project, Rock Mill 400 LLP, and the State of Georgia, their agencies, departments, their officials, officers, directors, employees, inspectors, and Commissioners, harmless from claims, liability, damages, penalties, fines, loss, cost and expense

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including, without limitation, reasonable attorneys' fees and expenses, in connection with Contractor's negligent acts and omissions or intentionally wrongful misconduct in performance of the Contract to the extent caused by Contractor, its subcontractors, or anyone for whose acts Contractor may be liable. The indemnification obligations herein shall not be limited in any way by coverage limitations in Contractor's insurance policies. The Contractor agrees to satisfy and pay and cause to be discharged judgments of record which may rendered against those indemnified hereunder to the extent caused by Contractor's, its subcontractors', or anyone for whose acts Contractor may be liable, negligent acts or intentionally wrongful misconduct in the performance of the Contract. Nothing in this paragraph or any resulting Contract and/or purchase order shall be deemed to constitute a waiver of the NFCID's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

6.7 Independent Contractor

The Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture, or partner of the NFCID. The Contractor shall have no authority to contract for or bind NFCID in any manner. Neither the Contractor nor its employees are employees of the NFCID. The Contractor shall have and maintain the responsibility for and control of the rendition of the Work (including, the services performed) under the Contract, the discipline of its employees, and other matters incident to the performance of the Work (services, duties, and responsibilities as described and contemplated in the Contract). The Contractor is required to supply the NFCID with proof of compliance with the Workers' Compensation Act while performing work for the NFCID. Proof of compliance must be received at the address listed under *Section 1.0* with the original Bid.

6.8 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program:

The NFCID is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the NFCID shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). Further, Bidders submitting a Bid for the physical performance of service shall include a fully executed E-Verify affidavit as part of their Bid.

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

No Bidder shall submit a Bid for the physical performance of service unless the Bidder participates in a Federal Work Authorization Program and complies with the requirements of O.C.G.A. § 13-10-91.

- (1) Pursuant to O.C.G.A. § 13-10-91, the Contractor represents, warrants, acknowledges, and/or agrees that:
 - a. The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify"
(<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>), operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland

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Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at such website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) The Contractor, if entering a contract with the NFCID providing the physical performance of services, shall comply with the requirements of O.C.G.A. § 13-10-91.
- (2) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with a covered contract, Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the NFCID at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit, the form of which is also provided in *Appendix A* hereof, and maintain records of such attestation for inspection by the NFCID at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.
- (4) The Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13-10-91 and other applicable rules and regulations promulgated in relation thereto.
- (5) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and all other applicable rules and regulations promulgated in relation thereto, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

Forms necessary to ensure compliance with this section are included under *Appendix A* and must be received at the address listed under *Section 1.0* prior to execution of any purchase order or contract.

6.9 Compliance with Laws

The Contractor shall, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules, and regulations as applicable.

6.10 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or Change Orders are permitted after Contract award without written approval by the NFCID or its authorized representative.

Where specific employees are proposed by the Contractor for the Work, those employees shall perform the Work as long as those employees work for the Contractor, either as employees or subcontractors, unless the NFCID agrees to a replacement or requests same based on an objective standard of review of past performance. Requests for any substitution will be reviewed and may be approved by the NFCID at its sole discretion. Verbal agreements to the contrary will not be recognized. In the event a substitution of a Contractor employee is required due to termination of employment by Contractor, Contractor shall provide the NFCID with prompt written notice of the need for such substitution and shall cooperate with the NFCID in providing a replacement.

6.11 Contract Termination

The NFCID may, by written notice to the Contractor, terminate the Contract without cause; provided, the NFCID must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

6.12 Invoicing and Payment

The NFCID agrees to pay the Contractor in current funds for the performance of the Contract subject to additions and deductions as provided in the Contract, and, if applicable, to make payments in the manner and on the periodic basis agreed to by the NFCID during the pre-construction meeting or prior to the commencement of the Work. Upon completion of the Work or, if agreed to by the NFCID, upon completion of certain portions thereof, the Contractor shall submit an invoice detailing the appropriate charges as currently allowed.

The Contractor shall submit, on a monthly basis (or on such other periodic basis set forth herein), an invoice for the portion of Work provided to the NFCID under the Contract at the billing address specified below. The NFCID shall withhold retainage as covered under the General Conditions and SECTION 109.07 PARTIAL PAYMENTS.

The NFCID will process approved payment requests under this Project to the awarded Contractor only. Payment to subcontractors and suppliers is the responsibility of the Contractor. The NFCID will not entertain any other payment arrangements.

Invoices shall be submitted to:

NFCID
11605 Haynes Bridge Rd
Suite 100
Alpharetta, GA 30009
c/o Atkins
Email to: Kristin Winzeler at kwinzeler@northfultoncid.com

Upon receipt of invoice and inspection and acceptance of the Work, the NFCID will render payment. All such invoices will be paid within forty-five (45) days by the NFCID unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor will provide complete cooperation during any such investigation.

Bidders, who are individuals, shall provide their social security numbers on Page 1 of this ITB. Bidders, which are proprietorships, partnerships, limited liability companies, corporations, or other legal entities, shall provide their federal employer identification number on Page 1 of this ITB. All Bidders shall provide a completed and signed W-9 located in Appendix A: Standard Forms with Bid submission.

6.13 Miscellaneous

None

7.0 General Conditions

GDOT Standard Specifications Construction of Transportation Systems, 2021 Edition and the applicable Special Provisions and Supplemental Specifications modifying the 2021 Standard Specifications as well as any applicable details and standards apply to this Contract and are incorporated thereto by reference.

Additional specifications are for items not included in the GDOT Standard Specifications.

MODIFICATIONS TO GDOT STANDARD SPECIFICATIONS ARE AS FOLLOWS:

SECTION 101 DEFINITION AND TERMS

Section 101.10 BOARD Delete as written and substitute the following: the North Fulton Community Improvement District ("NFCID")

Section 101.14 COMMISSIONER Delete in its entirety

Section 101.22 DEPARTMENT Delete as written and substitute the following: the NFCID

Section 101.24 ENGINEER Delete as written and substitute the following: Atkins North America, Inc.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102.01 PREQUALIFICATION OF BIDDERS

Delete in its entirety and substitute the following:

Bids will be considered only from experienced and well-equipped Contractors engaged in work of this type and magnitude, and the Contractors must be on the Georgia Department of Transportation "Prequalified Contractors" list at the time of the bid opening and have received a Certificate of Qualification in accordance with the Rules and Regulations approved and adopted by the State Transportation Board, prior to the bid opening.

Bidders may be required to submit additional evidence setting forth qualifications which entitle it to considerations as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the NFCID may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the Contract.

Section 102.05 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF THE WORK

Add the following paragraph:

The NFCID will not be responsible for Bidders' errors or misjudgment, nor for any information on local conditions or general laws and regulations.

Section 102.06 PREPARATION OF PROPOSAL

Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.07 REJECTION OF PROPOSALS

Add the following subparagraphs:

K. The NFCID reserves the right to reject any and all bids, to waive technicalities, and to make an award as deemed in its best interest. It is understood that all bids are made subject to this Agreement, that the NFCID reserves the right to award the bid to the lowest responsive and responsible Bidder, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, its financial responsibility, and work of this type successfully completed.

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L. The NFCID reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any debt or obligation to the NFCID.

M. The NFCID also reserves the right to reject any and all bids from any person, firm, or corporation who is has any pending claims with the NFCID or any of its partners.

Section 102.08 PROPOSAL GUARANTY

Delete in its entirety and substitute the following:

Bid must be accompanied by a cashier's check or bid bond in an amount of not less than five percent (5%) of the bid amount.

Section 102.09 DELIVERY OF PROPOSALS

Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.10 WITHDRAWAL OR REVISION OF PROPOSALS

Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.11 Public Bid

Delete in its entirety and reference Invitation to Bid and Instructions.

Section 102.15 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Delete in its entirety and submit the Georgia Security and Immigration Compliance Act form with Bid submission.

Section 102.16 SUBMITTAL OF "REQUEST FOR ELIGIBILITY TO BID"

Delete in its entirety.

Section 102.17 SUBMITTAL OF CERTIFICATE OF CURRENT CAPACITY

Delete in its entirety.

Section 102.18 SUBMITTAL OF CONSTRUCTION CONTRACTORS BID OPPORTUNITY LIST

Delete in its entirety.

ADD Section 102.20 ADDENDA AND INTERPRETATION

See Invitation to Bid and Instructions – ADDENDA AND INTERPRETATION

SECTION 103 AWARD AND EXECUTION OF CONTRACT**Section 103.1 CONSIDERATION OF PROPOSALS**

Delete the third sentence in its entirety and substitute the following:

In determining Unit Bid Prices, fractional parts of a cent less than one cent (\$0.01) will not be considered significant and will be dropped.

Section 103.2 AWARD OF CONTRACT

Delete in its entirety and substitute the following:

"The Contract, if awarded, shall be awarded to the lowest responsive and responsible Bidder. The low bid will be determined based on the base bid. The base bid consists of the roadway items excluding water main installation and bid alternates. The NFCID reserves the right to exercise exclusive discretion as to the responsibility of any Bidder.

The Contract shall be executed on the forms attached, will be subject to all requirements of the Contract Document, and shall form a binding Contract between the contracting parties.

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The Contract will be awarded by the NFCID, if at all, within 90 calendar days after the opening of the Bids, unless the successful Bidder agrees in writing to a longer period for the Award.

Single as well as multiple bids for the Project will be opened and read. If only one bid is received on the Project and the amount of that bid is equal to or less than the NFCID's cost estimate for the Project, that bid may be used.

If only one bid is received and the amount of that bid exceeds the NFCID's cost estimate for the Project, the NFCID may, at its option, award the Contract, or reject the bid and re-advertise, perform the Work itself, or abandon the Project.

The Award of Contracts involving work financed entirely or in part by Federal funds is conditioned upon the concurrence of the Federal agency involved. No bids will be negotiated or adjusted.

The successful Bidder will be notified by letter to the address shown on its Bid that its Bid has been accepted and that it has been awarded the Contract. If the successful Bidder fails to execute the Contract and file acceptable bonds within the period set forth in Subsection 103.7 thereby causing cancellation of the award and forfeiture of the Proposal Guaranty, the NFCID may award the Contract to the next lowest reliable Bidder, re-advertise, abandon the Project, or perform the Work itself."

103.4 RETURN OF PROPOSAL GUARANTY:

Delete in its entirety and substitute the following:

"All Bid Guaranties may be retained until the Contract and Contract Bond have been signed and approved. Early release of Bid Guaranties, only from unsuccessful Bidders, will be considered if a request is made in writing."

Section 103.5 REQUIREMENTS OF CONTRACT BONDS

Delete in its entirety and substitute ITB Instructions section 6.4

Section 103.8 PROCEDURE FOR REQUESTING RECONSIDERATION BY RESPONSIVE REJECTED APPARENT LOW BIDDER

Delete in its entirety and substitute ITB Instructions section 6.4

SECTION 104 - SCOPE OF WORK**SECTION 104.03.A - AUTHORITY TO MAKE CHANGES:**

Delete the second paragraph and substitute the following:

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"The NFCID reserves and shall have the right to make such adjustments in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the NFCID may make such adjustments in the Work which may increase or decrease the originally awarded Contract quantities. Adjustments shall not invalidate the Contract nor release the Surety, and the Contractor agrees to accept payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for Work within the general scope of the Contract shall be covered by Supplemental Agreement issued by the NFCID. Supplemental Agreements for altered Work shall include extensions of Contract time where, in the NFCID's opinion, such extensions are commensurate with the amount and difficulty of added Work. Whenever an alteration in character of Work involves a substantial change in the nature of the design or in the type of construction or materially increases or decreases the cost of performance, a Supplemental Agreement acceptable to both parties shall be executed before Work is started on such alternation, except that in the absence of a Supplemental Agreement acceptable to both parties, the NFCID may direct that the Work be done either by Force Account or at existing Contract prices subject to the provisions of Sub-Section 105.13. Any Force Account Agreement must be in writing, specifying the terms of payment and signed by the NFCID.

All Work shall be performed as directed and in accordance with the Specifications unless otherwise stated as part of the Contract Documents."

SECTION 105 CONTROL OF WORK**SECTION 105.01 AUTHORITY OF THE ATKINS NORTH AMERICA, INC. ("ENGINEER")**

Retain in its entirety and add the following paragraphs:

Neither Engineer's authority to act under this Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or Responsibility of Engineer to Contractor, and Subcontractors, any manufacturer, fabricator, supplier, or distributor, or any of their agents or employees, or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," or terms of like effect or import are used, or the adjective "reasonable," "suitable," "acceptable," "proper," or "unsatisfactory," or adjectives of the like effort or import are used to describe requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that Engineer shall have authority to supervise or direct performance of the Work.

Engineer will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the Work. At no time shall any direction of the Engineer to the Contractor incur any additional liability for the NFCID, it being expressly understood that any additional expense incurred by the Contractor as a result of Work performed at the direction of the Engineer must be approved in writing by Change Order or Supplemental Agreement before the Contractor shall be entitled to any additional compensation.

Any notice to any Contractor from the NFCID relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, sent by electronic mail, or delivered in person to the said Contractor or its authorized representative on the Work.

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105.13 CLAIMS FOR ADJUSTMENTS AND DISPUTES:

Retain as written and add the following to Sub Section 105.13.B.7:

Stand-By Rate will be 50 percent of the operating rate.

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**SECTION 107.13.F. MAILBOXES**

Delete in its entirety and the replace with the following:

The Contractor shall have the responsibility for removing and relocating all mailboxes to an area outside of the construction limits but still accessible for mail deliveries and convenient to the mail carrier and the patron. It may be necessary for the Contractor to confer with the Post Office serving the area.

As soon as construction has progressed to the stage that the mailbox may be erected in its permanent position, the Contractor shall coordinate the erection with the patron and the Post Office serving the area. Any damages to the posts or mailboxes due to the removal and/or relocations by the Contractor will remain the responsibility of the Contractor, all damaged posts and/or mailboxes shall be replaced and installed by the Contractor at its expense, excluding mailbox enclosures of masonry construction. The Contractor will provide a new mailbox for any existing mailboxes, which cannot be relocated.

Any cost or costs to the Contractor for removing, relocating or installations of mailboxes as stated above shall be included in the overall bid price.

SECTION 107.15 RESPONSIBILITY FOR DAMAGE CLAIMS

Delete the paragraph and substitute the following:

The Contractor shall indemnify and save harmless the NFCID, the Engineer, City of Alpharetta, Fulton County, State of Georgia, Davis Group Investors, LLC, Sanctuary Acquisitions East, LLC, Sanctuary Acquisitions West, LLC (the latter two a "Sanctuary Party"), each management company operating and each lender holding a security title to the improvements within a Sanctuary Party project, Rock Mill 400 LLP, and their officials, agents 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 its Contract as may be considered necessary by the NFCID for such purpose may be withheld for the use of the NFCID; or, in case no money is due, its 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 NFCID; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by public liability and property damage insurance.

SECTION 107.21 GENERAL DESCRIPTION

L. The Contractor is responsible for the location of above and below ground utilities and structures which may be affected by the Work. Contractor providing utility work must have a current valid Utility Contractors License. It may be necessary on this Contract for the Contractor to call in an 811 utility locate ticket.

SECTION 108 PROSECUTION AND PROGRESS

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SECTION 108.02 NOTICE TO PROCEED

Retain as written except as follows:

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

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

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

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

SECTION 108.03 PROSECUTION AND PROGRESS

Delete the second paragraph and replace with the following:

The Contractor shall furnish the Engineer, for approval, a Progress Schedule immediately following the receipt of the Notice to Proceed. Unless otherwise specified, the schedule shall be prepared showing the critical path and will be used as the basis for establishing the controlling items of Work and as a check on the progress of the Work. The schedule should provide a sufficient level of detail relative to the pay items of Work and acceptable to the Engineer. Monthly schedule updates shall be submitted with the pay application on all projects having a duration greater than 90 calendar days. This Schedule will not be required on resurfacing projects.

SECTION 108.08 FAILURE OR DELAY IN COMPLETING WORK ON TIME

Delete the Schedule of Deductions table and replace with Special Provision 108.

SECTION 109 MEASUREMENT AND PAYMENT**SECTION 109.07 PARTIAL PAYMENTS**

Delete the second Paragraph under "A. General"

ADD the following to "A. General"

Partial payments to the Contractor shall be made monthly, based on the value of Work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site.

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Payment to the Contractor, less the amount of retainage, generally will be made within thirty (30) days of submission by the Contractor of a duly certified and approved estimate of Work performed during the preceding calendar month. The estimate shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. Contractor's estimate must be accompanied by an updated critical path method project schedule based on actual progress to date for all projects with a duration less than 90 days. Contractor's estimate must also be accompanied by a utility report outlining progress of utility relocations and efforts made for coordination with utilities. The payment request shall not be considered if an acceptable project schedule and utility report are not included.

The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Sum, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the Contract value, as described above, becomes due and the manner of completion of the Contract Work and its progress, quality, schedule are reasonably satisfactory to the NFCID, and there are no outstanding claims by the Contractor, Subcontractors, or material suppliers, the withholding of retainage may be discontinued at the discretion of the Engineer. The Contractor must submit a request in writing to the Engineer for any retainage reductions.
3. If after discontinuing the retention, the NFCID determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.
4. When the Work is substantially complete (operational or beneficial occupancy) and the NFCID determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the NFCID, shall be withheld until such items are completed.
5. This Contract is governed by O.C.G.A. § 13-10-80, which requires that the Contractor, within ten (10) days of receipt of retainage from the NFCID, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, the NFCID, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by the NFCID, the balance due under the Contract minus any deductions shall be paid; provided, however, that final payment shall not be made until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial and repair work, final cleanup and restoration. All claims by the Contractor for compensation and extensions of time shall be submitted in writing within sixty (60) days after completion and acceptance of the Work as herein provided or they shall be forever barred.

Section 109.08 FINAL PAYMENT

Delete in its entirety and substitute the following:

- .01 Before final acceptance of the Work and payment to the Contractor of the percentage retained by the NFCID, the following requirements shall be complied with:
 - A. Final Inspection: Upon notice from the Contractor that its Work is completed, the Engineer shall make a final inspection of the Work, and shall notify the Contractor of all instances where its Work fails to comply with the Drawings and Specifications, as well as any defects it may discover. The Contractor shall immediately make such alterations or additions as are necessary to make the Work comply with the Drawings and Specifications at no additional cost to the NFCID.

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- B. As-Built Drawings: The Contractor shall furnish as-built drawings to the NFCID showing actual locations of construction installations.
 - C. Final Payment Estimate: When the Work under this Contract is completed, a final payment estimate shall be submitted representing the original Contract sum plus or minus all authorized extras and Change Orders to the Contract. The final payment shall not be due until the Contractor shall have completed all Work necessary and reasonably incidental to the Contract, including all remedial work and final clean-up.
 - D. Acceptance and Final Payment: All prior certificates or estimates upon which payments have been made shall be considered approximate only, and subject to correction in the final payment. Acceptance of Final Payment by the Contractor shall constitute a full and final waiver and release of all claims arising out of the Contract or in any way related to the Work against the NFCID.
- .02 Acceptance of the Work and the making of Final Payment shall not constitute waiver of any claims by the NFCID. Payments otherwise due the Contractor may be withheld by the NFCID because of defective Work not remedied, unadjusted damage to others by the Contractor or Subcontractors, vendors, or laborers, or claims threatened by third parties.
- .03 All claims for final payment must be submitted within sixty (60) days after the Work has been completed and accepted by the NFCID. Failure to present said claims within that period shall constitute a waiver of the claim by the Contractor. All claims are subject to final approval and audit by the NFCID's Board of Directors.
- .04 The Contractor agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the NFCID for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the NFCID from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.
- .05 **INTEREST**: In the event the Contractor disputes the amount of the final payment issued, the amount due the Contractor shall be deemed by the Contractor and the NFCID 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 NFCID or by final judgment of the proper court in the event of litigation between the NFCID 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 NFCID 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 NFCID to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this Contract control as to when and how the Contractor shall be paid for the Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

SECTION 110 – ELECTRONIC DELIVERY MANAGEMENT SYSTEM (E-TICKETING)

The NFCID and the Engineer reserve the right to waive the requirements of this section.

SECTION 149 - CONSTRUCTION LAYOUT

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY**SECTION 149.3.01 CONSTRUCTION REQUIREMENT- PERSONNEL**

Retain as written and add the following:

"The NFCID will furnish sufficient control points from which the centerline can be re-established by the Contractor. It will be the responsibility of the Contractor to check these for accuracy and report any discrepancies, which are found to the Engineer.

After the Contractor has verified the accuracy of the existing centerline, the control points are to be referenced and a permanent written record of the location will be provided to the Engineer, which will become the property of the NFCID.

The Contractor shall read and record original ground elevations in all cut areas before excavation begins. A permanent written record shall be maintained and provided to the Engineer, which will become the property of the NFCID.

The Contractor shall establish existing and final contours of any lakes or ponds affected by construction of the Project as provided in Section 166, Restoration or Alteration of Lakes and Ponds, when applicable."

SECTION 647 - TRAFFIC SIGNAL INSTALLATION

Retain as written and add the following:

"The Work under this section is to be done in accordance with the Georgia Department of Transportation Specifications. The Contractors attention is directed to the City of Alpharetta Department of Transportation Traffic Signal Installation Specifications which are considered a supplement to Section 647 and will be made a part of this document to be used when traffic signals are a part of the Contract. In the event of a conflict between GDOT specifications and either the City of Alpharetta Specifications, the City specifications will prevail. A forty-eight (48) hour notice must be provided prior to working on signals located within the City."

SECTION 700 - GRASSING**SECTION 700.1 General Description**

Retain as written and add the following:

Type of sod used on this Project will be required to match any type of grass or sod which may be planted and growing on the adjacent lawn (i.e., Bermuda sod for Bermuda sod, Zoysia for Zoysia, etc.). Costs to be included in price bid for grassing.

702.3.06 Quality Acceptance-

The NFCID and the Engineer reserve the right to waive the requirements of this section.

SECTION 997- MOWING

ADD:

"Mow seeded areas of median, shoulders, and front slopes at least every 2 months. Avoid damaging desirable vegetation. In addition, mow as necessary to prevent tall grasses from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists. Do not mow lespedezas or tall fescue until after the plants have gone to seed."

APPENDIX A: STANDARD FORMS

This section contains the forms necessary to ensure compliance with various laws as described within this ITB.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

Instructions for Submitting Required Standard Forms

One completed original of each of the first three forms listed below is to be returned within the sealed Original Bid package. It is not required to include forms in Bid Copies.

• **Forms Required to be Returned With Every Bid Submitted:**

1. Bid Proposal Form
2. Certifications Form
3. Bid Bond – A certified check may be submitted in lieu of a Bid Bond.
4. Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)
5. Request for Taxpayer Identification Number and Certification (W-9)

Bid Proposal

Proposal of _____ (hereinafter called "Bidder"),
a contractor organized and existing under the laws of the State of _____, *an
individual, a corporation, limited liability company, or a partnership doing business as
_____.

*Strike out inapplicable terms.

THIS BID SUBMITTED TO: North Fulton Community Improvement District (Hereinafter called "**NFCID**")

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into a Contract with the **NFCID** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Price(s) and within the Contract Time indicated in the Bid.

BIDDER agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the construction of the following Project:

Davis Dr.: including approximately 0.55 miles of roadway improvements and an extension to Davis Drive from Mansell Rd. to Westside Parkway consisting of grading, drainage, sidewalks, curb and gutter, base, pavement, striping, and lighting.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

2. **BIDDER** agrees that in case of failure on its part to execute said Contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying its Bid and the money payable thereon shall be forfeited to the **NFCID** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.

3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed Work. Being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and supplies, the **BIDDER** agrees to construct the Project within the time set forth herein and in accordance with the Contract Documents.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

4. **BIDDER** has given the **NFCID** written notice of all conflicts, errors, or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **NFCID**.

5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.

7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **NFCID**.

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

BIDDER further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision and to continuously pursue the work without interruption to completion and to complete the Work by Two Hundred Seventy (270) calendar days.

Attached hereto is a bid bond or certified check on the (Bank)

_____ in _____ the _____ amount _____ of

(Five percent of Total Amount of Bid)

Executed on _____ (date) in _____ (city), _____ (state).

Company Name

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

Notary Public

My Commission Expires: _____

Certifications

EXAMINATION OF PLANS AND SPECIFICATIONS

I certify that I have carefully examined the Specifications and Plans for this project and any modifications identified in the contract documents included in and made a part of this Proposal and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and complete all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the specifications.

I also hereby agree that the **NFCID** would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the **NFCID** as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the **NFCID**, as required by the laws of the State of Georgia. This bond shall not only service to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the NFCID or Consulting Engineers nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this Department.

Also, by signing and submitting this Contract, I hereby certify that I will notify the NFCID through its representative of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of NFCID employees.

Company Name

Subscribed and sworn before me on this the _____
day of _____, 20_____.

Signature of Authorized Officer or Agent

Notary Public

Printed Name and Title of Authorized Officer or Agent

My Commission Expires

Bid Bond

Bid Bond # _____

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____, as **CONTRACTOR**, and

_____, as **SURETY**, are hereby

held and firmly bound unto the North Fulton Community Improvement District ("**NFCID**"), in the penal sum of

_____ Dollars (\$ _____) for

the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 202_____.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **NFCID** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of

Davis Dr.: including approximately 0.55 miles of roadway improvements and an extension to Davis Drive from Mansell Rd. to Westside Parkway consisting of grading, drainage, sidewalks, curb and gutter, base, pavement, striping, and lighting.

NOW, THEREFORE,

(a) If said bid shall be rejected or in the alternate,

(b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

BID BOND

Page 2 of 2

The **SURETY**, for value received, hereby stipulates and agrees that the obligations of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the North Fulton Community Improvement District ("**NFCID**") may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

CONTRACTOR

(SEAL)

By: _____

SURETY

(SEAL)

By: _____

Representative

Surety Contact Information:

Address: _____

Phone: _____

Fax: _____

Email: _____

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Affidavit Verifying Contractor Participation in Federal Work Authorization Program (E-Verify/I-9)

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Contractor named below which is contracting with the North Fulton Community Improvement District ("NFCID"), has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The affiant agrees to continue to use the federal work authorization program throughout the contract period. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the NFCID, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91, as amended, on the Subcontractor Affidavit form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the NFCID, within five (5) days from when the subcontractor(s) is retained to perform such service.

Contractor Name

BY: Authorized Officer or Agent

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Contractor

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the Subcontractor named below which is engaged in the physical performance of services under a Contract with _____ (name of Contractor) which in turn is contracted with the North Fulton Community Improvement District ("NFCID"), has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, as amended. The affiant agrees to continue to use the federal work authorization program throughout the contract period.

Subcontractor Name

BY: Authorized Officer or Agent
(Subcontractor Name)

Federal Work Authorization
Enrollment Date

Title of Authorized Officer or Agent of Subcontractor

Identification Number

Printed Name of Authorized Officer or Agent

Address (*do not include a post office box)

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

APPENDIX B: TAX FORMS

Request for Taxpayer Identification Number and Certification (W-9)

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. </div> <div style="width: 85%; border: 1px solid black; height: 20px;"></div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 15%;"> 2 Business name/disregarded entity name, if different from above </div> <div style="width: 85%; border: 1px solid black; height: 20px;"></div> </div>		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </div> <div style="width: 50%;"> <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ _____ </div> </div>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Social security number <div style="border: 1px solid black; width: 100%; height: 20px; position: relative;"> [] [] [] - [] - [] [] [] </div> </div> <div style="width: 35%;"> or Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; position: relative;"> [] [] [] - [] [] [] [] [] </div> </div> </div>		
Part II Certification Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:		
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

APPENDIX C: DEFINITIONS OF CERTAIN TERMS

The intent and meaning of the following terms, which may be used throughout the ITB process, shall be interpreted as follows:

Bid: the response submitted by a Bidder to an Invitation to Bid (ITB) to provide goods or services at the prices quoted.

Bidder: One who submits a response to an ITB.

Bonds:

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Bidder will not withdraw the Bid. The Bidder will furnish bonds in the required amount and if the contract is awarded to the bonded Bidder, the Bidder will accept the Contract as Bid, or else the surety will pay a specific amount. A Bid Deposit may be accepted in lieu of the Bid Bond.

Labor and Materials Bond (Payment Bond): A financial or contractual instrument, issued by a surety that guarantees that subcontractors will be paid for labor and materials expended on the contract. Acceptable forms of payment bonds may include cashier's check, certified check, or irrevocable letter of credit issued by a financial institution; a surety or blanket bond; United States Treasury bond; or certificate of deposit.

Performance Bond: An instrument executed, subsequent to award, by a successful Bidder that protects the public entity from loss due to the Bidder's inability to complete the Contract as agreed. A risk mechanism that secures the fulfillment of all contract requirements. *May be referred to as a Completion Bond.*

Contract: The formal written agreement executed by the NFCID and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work/Services and the basis of payment.

Contract Documents: Collectively refer to the ITB as issued by the NFCID and including all appendices attached, referenced, and/or incorporated in the request; addenda; and Bid or proposal of awarded Contractor including any amendments thereto.

Contractor: The successful Bidder or Offeror to whom (or which) a Contract resulting from the ITB, RFP, or RFQ is awarded by the NFCID, and who (or which) has executed a formal written Contract with the NFCID to furnish goods, services, or construction for an agreed upon price.

DOAS: The State of Georgia's Department of Administrative Services.

Ineligible Vendor List: List maintained by the procurement team of vendors that are not eligible to provide any commodities or services to the NFCID due to non-performance (see Penalties for Non-Performance section for more information). The length of time a vendor remains on the Ineligible Vendor List is dependent upon the severity of the performance problem(s), not to exceed three years

Invitation to Bid (ITB): The method of procurement when the cost of goods and/or services is \$50,000.01 or greater, where there are clear and defined specifications available, and where cost is the primary basis of award. Evaluation is based solely on the response to the criteria set forth in the Bid document. This process does not include discussion or negotiations with Bidders.

Legal Organ: The local newspaper selected for the posting of legal notices and advertisements for the NFCID to reach the most citizens in an economical manner. At the time of this publication, our legal organ is the Appen's Alpharetta-Roswell Herald.

NIGP: National Institute of Governmental Purchasing whose mission is to develop, support and promote the public procurement profession through premier educational and research programs, professional support, and advocacy initiatives that benefit members and constituents.

Procurement Agent: NFCID Procurement team member or designated person representing the primary contact for these procurement processes: facilitating, issuing, and receiving Bids, Proposals, and Statements of Qualifications.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

Project: The entire services, function, construction, work product, improvement, repairs, deliverables, and/or goods to be performed, provided, and/or supplied as set forth in the ITB and the Contract Documents and as generally described in the title to this ITB.

Responsible: The Bidder has the capacity in all respects to perform fully the Contract requirements, and the experience, integrity, perseverance, reliability, facilities, equipment, and credit which will assure good faith performance. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

Responsive: The Bidder has submitted a Bid that conforms in all material respects to the requirements stated in the solicitation document, including all form and substance.

Scope of Work/Project: A detailed, written description of the contractual requirements for materials and services contained within a Competitive Sealed Bid. A well-conceived and clearly written scope serves many purposes including:

- Establishing a clear understanding of what is needed;
- Encouraging competition in the marketplace and promoting economic stimulus;
- Satisfying a critical need of government; and
- Obtaining the best value for the taxpayer.

Work: The furnishing of all labor, materials, equipment, superintendence, and other incidentals necessary or convenient to the successful completion of the Project, including the performance of all services and requirements set forth in the ITB hereof as the Scope of Work or Specification (in accordance with the specifications provided therein), and the carrying out of all obligations, duties, and responsibilities imposed by the Contract Documents in the provision thereof.

APPENDIX D: SAMPLE CONTRACT DOCUMENTS

This section contains the sample documents for this project required of the Bidder awarded the contract.

STATE OF GEORGIA**COUNTY OF FULTON****SAMPLE CONTRACT FOR PROVISION OF CONSTRUCTION SERVICES**

THIS AGREEMENT (hereinafter referred to as "Contract"), by and between NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT, party of the first part (hereinafter referred to as the "NFCID") and _____ a corporation of the State of Georgia, party of the second part (hereinafter referred to as the "Contractor") (NFCID and Contractor hereinafter sometimes referred to individually as "Party" and collectively as "Parties").

WITNESSETH:

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree to contract with one another as follows:

I. SCOPE OF WORK

A. The Contractor has agreed and by these presents does agree with the NFCID to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner, the Work and construction of the Project in strict conformity with the Drawings and Specifications entitled "DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY", which Drawings and Specifications together with the Proposal for the construction of said Project submitted by the Contractor shall all form essential parts of this Contract. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments to this Contract and other documents are incorporated by reference and made a part of the terms and conditions of this Contract as if fully set out herein.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

B. The Contractor shall commence Work under this Contract within ten (10) calendar days from the date of receipt of the Notice to Proceed, as evidenced by official receipt of certified mail or acknowledgment of personal delivery and shall fully complete the construction work for **DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY** within Two Hundred Seventy (270) Calendar Days from and including the Notice to Proceed.

C. If said Work is not completed within the time stated above, the Contractor shall be liable and hereby agrees to pay the NFCID as liquidated damages and not as a penalty, the sum of \$1000 per calendar day for each and every day or part of a day thereafter that said Work remains uncompleted.

II. PAYMENT

A. Fees. As full payment for the faithful performance of this Contract, the NFCID shall pay said Contractor: "The Contractor shall be entitled to compensation on the foregoing unit prices only on the quantities of materials actually furnished and work actually done as determined and approved in writing by the NFCID through an inspection of the work completed".

B. Fee Schedule. Payment shall be made as follows:

Partial payments to the Contractor shall be made monthly, based on the value of Work completed as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured and protected at the construction site. The Contractor shall submit a draft estimate of Work completed during the preceding calendar month to the NFCID for review on or before the tenth (10th) day following the month in which the Work was performed. The duly certified and approved estimate of Work shall be submitted on or before the fifteenth (15th) day following the month in which the Work was performed. Payment to the Contractor shall be made within thirty (30) days of approved submission, less the amount of retainage.

The amount of retainage shall be as follows:

1. Ten (10%) percent of each progress payment shall be withheld as retainage until the value of fifty (50%) percent of the Contract Price, including change orders and other authorized additions provided in the Contract is due;
2. When fifty (50%) percent of the Contract value, as described above, becomes due and the manner of completion of the Contract Work and its progress, quality, schedule are reasonably satisfactory to the NFCID, and there are no outstanding claims by the Contractor, Subcontractors or material suppliers, the withholding of retainage shall be reduced to 5%.
3. If after reducing the retention, the NFCID determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.

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When the Work is substantially complete (operational or beneficial occupancy) and the NFCID determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by the NFCID, shall be withheld until such items are completed.

4. This Contract is governed by O.C.G.A. § 13-10-2-80, which requires that the Contractor, within ten (10) days of receipt of retainage from NFCID, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, NFCID, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.

Within sixty (60) days after the Work is fully completed and accepted by the NFCID, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation and extensions of time shall be submitted in writing to the NFCID within sixty (60) days after completion and acceptance of the Work as herein provided or all such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the NFCID.

Invoice(s) must be submitted to:

NFCID
11605 Haynes Bridge Rd
Suite 100
Alpharetta, GA 30009

III. INSURANCE

A. Performance Bond and Payment Bond. Within ten (10) days from the date of Notice of Award of this Contract, the Contractor, as Principal, and _____, a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond in the full sum of the Contract and a Payment Bond in 110 % of the full sum of the Contract for the use of all persons doing work or furnishing skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through the life of this Contract including a

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sixty (60) day maintenance period (where applicable) and a twelve-month guarantee period after the completion of work performed under this Contract.

B. Workers Compensation. The Contractor shall, without expense to the NFCID, provide statutory workers compensation insurance and comprehensive liability insurance covering all operations and automobiles as required by the provisions of the Contract, including Subcontractors.

The Contractor may carry statutory workers compensation insurance on Subcontractors or require all Subcontractors likewise to carry such insurance.

C. Surety Bonds. It is further agreed between the Parties hereto that if at any time after the execution of this Contract and the surety bonds for its faithful performance, the NFCID shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense within five days after the receipt of notice from the NFCID to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the NFCID.

D. Insurance. Contractor shall obtain and maintain the following insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the NFCID. Insurance provided by Contractor, with the exception of Workers Compensation and Professional Liability, shall be primary and non-contributory coverage and shall be endorsed accordingly and such insurance shall provide a waiver of subrogation to NFCID.

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (c) Automobile Liability Insurance in an amount of Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work in the amount of One Hundred Thousand Dollars (\$100,000).

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(e) Umbrella Insurance in the minimum of Five Million Dollars (\$5,000,000) over and above the underlying required coverages of Commercial General Liability and Auto Liability coverage. Insurance limits may be provided by any combination of primary and excess policies.

Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions and per the standard ISO ACORD insurance form. General Liability and Automobile liability insurance policies shall name NFCID, Alpharetta, Fulton County, Davis Group Investors, LLC, Sanctuary Acquisitions East, LLC, Sanctuary Acquisitions West, LLC (the latter two a "Sanctuary Party"), each management company operating and each lender holding a security title to the improvements within a Sanctuary Party project, Rock Mill 400 LLP, and the State of Georgia as additional insureds.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Contractor's and Work regardless of when claims are made, during or after completion of the Work.

IV. WARRANTY AND GUARANTEE

The Contractor is an engineering design and construction expert and warrants to the NFCID, City of Alpharetta, Fulton County, and State of Georgia ("Warrantees") that its Work shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Contractor's profession. The Contractor warrants to the Warrantees that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. The NFCID, in its sole discretion, may exclude from the Contractor's warranty, remedies for damage or defect which the NFCID determines were caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the NFCID, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties and guaranties shall extend for the greatest of two (2) full years commencing on the date of Final Completion of the Project or such longer period of time as is required by any of the Contract Documents. If

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any defect or deviation should exist, develop, be discovered or appear within such two (2) year period, the Contractor, at its sole cost and expense and immediately upon demand, shall fully and completely repair, correct, and eliminate such defect. The foregoing warranties and guarantees are cumulative of and in addition to, and not restrictive of or in lieu of, any and all other warranties and guarantees provided for or required by law. The obligation of this paragraph shall survive acceptance of the Work and termination of the Contract. All manufacturer warranties and guarantees shall be delivered to the NFCID prior to Substantial Completion and such delivery shall be a condition precedent to the issuance of the Certificate of Substantial Completion. Before Final Payment the Contractor shall assign and transfer to the Warrantees all guarantees warranties and agreements from all contractors, Subcontractors, vendors suppliers, or manufacturers regarding their performance quality of workmanship or quality of materials supplied in connection with the Work. The Contractor represents and warrants that all such guarantees, warranties and agreements will be freely assignable to the Warrantees, and that upon Final Completion of the Work, all such guarantees, warranties and agreements shall be in place and enforceable by the Warrantees in accordance with their terms.

V. INDEMNIFICATION

The awarded Contractor shall indemnify, defend, and hold the NFCID, the Engineer, Alpharetta, Fulton County, Davis Group Investors, LLC, Sanctuary Acquisitions East, LLC, Sanctuary Acquisitions West, LLC (the latter two a "Sanctuary Party"), each management company operating and each lender holding a security title to the improvements within a Sanctuary Party project, Rock Mill 400 LLP, and the State of Georgia, their agencies, departments, their officials, officers, directors, employees, inspectors, and Commissioners, harmless from claims, liability, damages, penalties, fines, loss, cost and expense including, without limitation, reasonable attorneys' fees and expenses, in connection with Contractor's negligent acts and omissions or intentionally wrongful misconduct in performance of the Contract to the extent caused by Contractor, its subcontractors, or anyone for whose acts Contractor may be liable. The indemnification obligations herein shall not be limited in any way by coverage limitations in Contractor's insurance policies. The Contractor agrees to satisfy and pay and cause to be discharged judgments of record which may rendered against those indemnified hereunder to the extent caused by Contractor's, its subcontractors', or anyone for whose acts Contractor may be liable, negligent acts or intentionally wrongful misconduct in the performance of the Contract. Nothing in this paragraph or any resulting Contract and/or purchase

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order shall be deemed to constitute a waiver of the NFCID's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

VI. RIGHT, TITLE, OR INTEREST

The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the NFCID in writing.

VII. CONTRACTOR AND SUBCONTRACTOR EVIDENCE OF COMPLIANCE

- (1) Pursuant to O.C.G.A. § 13-10-91, NFCID contracts for the physical performance of services within the state of Georgia shall include the following provisions:
 - a. Compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02¹ are conditions of this Contract;
 - b. Contractor shall specify which one of the three statutory employee-number categories applies as identified in O.C.G.A. § 13-10-91, "500 or more employees," "100 or more employees," or "fewer than 100 employees." Contractor shall check, initial or otherwise affirmatively indicate the employee-number category applicable to the Contractor; and
 - c. Contractor agrees that, in the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered Contract, the Contractor will secure from the Subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the Subcontractor; and
 - d. Contractor shall comply with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 and shall attest by the execution of the Contractor affidavit as shown in Rule 300-10-1-.07, or a substantially similar Contractor affidavit, which document shall be attached to, and become a part of, the covered Contract.
- (2) Pursuant to O.C.G.A. § 13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered Contract, the Contractor will secure from such Subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.08 or a substantially similar Subcontractor affidavit, and maintain records of such attestation for

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inspection by the NFCID at any time. Such Subcontractor affidavit shall become a part of the Contractor/Subcontractor agreement.

- (3) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavits related thereto, shall be open for public inspection in this state at reasonable times during normal business hours. ²

[SIGNATURES CONTINUED ON NEXT PAGE]

¹ **See,** O.C.G.A. § 13-10-90; O.C.G.A. § 13-10-91; Rules of Georgia Department of Labor, “Georgia Security and Immigration Compliance Act” of 2006; Rule 300-10-1-07, and Rule 300-10-1-.08.

² Authority O.C.G.A. § 13-10-91.

³ Authority O.C.G.A. § 13-10-91.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and caused their seals to be affixed hereupon in four (4) counterparts, each to be considered as an original by their authorized representatives, on this _____ day of _____, 20____.

CONTRACTOR

By:

Signature (SEAL)_____
Name (Typed or Printed)_____
Title_____
Federal Tax I.D. Number**ATTEST:**_____
Signature_____
Name (Typed or Printed)_____
Title**NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT**_____
(SEAL)
KERRY ARMSTRONG
Board Chairman
North Fulton Community Improvement District (NFCID)**ATTEST:**_____
BRANDON BEACH
Executive Director
North Fulton Community Improvement District (NFCID)**APPROVED AS TO FORM:**_____
J. LYNN RAINEY, Rainey & Vaughan, LLC
General Counsel
North Fulton Community Improvement District (NFCID)

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT**CERTIFICATE OF CORPORATE AUTHORITY**

I, _____, certify that I am Secretary of the corporation named as Contractor herein, same being organized and incorporated to do business under the laws of the State of _____; that _____, who executed this Contract on behalf of the Contractor was, then and there, _____; and that said Contract was duly signed by said officer for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

This _____ day of _____, 2021.

Secretary (Corporate Seal)

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GENERAL REQUIREMENTS**01 SCOPE**

The following is a general description of the extent of Work under the Contract.

A. Work included:

Davis Drive Extension and Multimodal Improvements from Mansell Road to Westside Pkwy approximately 0.55 miles including, but not limited to, the extension of Davis Dr. to Westside Parkway ("Project"). The extension will consist of constructing two 11-foot travel lanes (one in each direction) with a 4-foot bicycle lane, one on each side of the road from Mansell Road to Westside Drive, and shoulder work includes curb & gutter, sidewalk, and driveways. Other improvements include: resurfacing existing Davis Drive, storm drain installation, construction of a detention pond, water main installation, signing and marking, landscaping, and lighting.

B. Work not included in this Contract:

N/A

02 SITE OF THE WORK AND OWNER

A. Site:

Davis Drive Extension and Multimodal Improvements from Mansell Road to Westside Pkwy

B. Owner: The North Fulton Community Improvement District hereinafter referred to as the "NFCID."

03 ACCESS TO WORK

The NFCID shall at all times have access to the Work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access.

04 SUBMITTAL PERIOD FOR PRODUCTS AND SUBSTITUTIONS

Substitutions: Where items of equipment or materials are specifically identified herein by a manufacturer's name, model, or catalog number, only such specific item may be used in the Bid. If the Bidder wishes to use items of equipment or materials other than those named in its Bid, the Bidder shall apply in writing for the NFCID's approval of substitution at least ten (10) days prior to notice of award, submitting with its request for approval complete descriptive and technical data on the items or item it proposes to furnish in accordance with Section 12 of the General Conditions.

05 MEASUREMENTS AND DIMENSIONS

Before ordering material or doing Work, which is dependent for proper size or installation upon coordination with conditions, the Contractor shall verify all dimensions by taking measurements at

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

the Project site and shall be responsible for the correctness of same. No consideration will be given any claim based on the differences between the actual dimensions and those indicated on the Drawings. Any difference which may be found must be submitted to the NFCID for resolution before proceeding with the Work.

If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings and written notification of the problems necessitating such departure for approval by the NFCID before making the change. If the Contractor fails to make such request, no excuse will thereafter be entertained for Contractor's failure to carry out work in the required manner or provide required guarantees, warranties, or bonds and Contractor shall not be entitled to any change in the Contract Sum or the Contract Time on account of such failure.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: Contract, Modifications issued after execution of the Contract; the General Conditions of the Contract; General Requirements, Supplementary Conditions, the Specifications; the Drawings; as between schedules and information given on the drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

06 STORAGE FACILITIES AND WORK AREAS

The Contractor shall cooperate with the NFCID in any required use of its property and arrange for storage of materials on job site in such areas as are mutually agreed upon. The Contractor shall allot suitable and proper space to his Subcontractors for the storing of their materials and for the erection of their sheds and tool houses. Should it be necessary at any time to move materials, sheds, or storage platforms, the Contractor shall move same as and when directed, at his own expense.

07 IMPROVEMENTS ON CITY OR PUBLIC PROPERTY

The Contractor shall pay all highway fees and for all damages to sidewalks, streets, or other public property, or to public utilities.

The Contractor shall pay all required material disposal fees and shall dispose of all materials in accordance with all applicable laws and regulations. The Contractor shall be responsible for all costs associated with improper disposal of materials, including any clean-up costs, fines or penalties, whether levied against the Contractor, the NFCID, or City of Alpharetta.

08 MANUFACTURERS' CERTIFICATIONS

The Engineer may require, and the Contractor shall furnish if required to do so, certificates from manufacturers to the effect that the products or materials furnished by them for use in the Work comply with the applicable specified requirements for the materials or products being furnished.

09 SAMPLES

The Contractor shall furnish with reasonable promptness all samples as directed by the NFCID for approval for conformance with the design concept of the Project and for compliance with the information stated in the Contract Documents. The Work shall be in accordance with approved samples.

10 AS-BUILT DRAWINGS

The Contractor shall, upon completion of the Work, furnish a marked set of reproducible drawings indicating the field changes, as actually installed and as specified under these sections of the Specifications, and deliver them to the NFCID.

11 MAINTENANCE MANUALS

Contractor shall, prior to completion of Contract, deliver to the NFCID two copies of a manual, assembled, indexed, and bound, presenting for the NFCID's guidance full details for care and maintenance of visible surfaces and of equipment included in Contract. Contractor shall, for this manual, obtain from Subcontractors literature of manufacturers relating to equipment, including motors; also furnish cuts, wiring diagrams, instruction sheets and other information pertaining to same that will be useful to the NFCID in over-all operation and maintenance. Where the above-described manuals and data are called for under separate sections of the Specifications, they are to be included in the manual described in this article.

100% Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter call **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter call **Surety**, are held and firmly bound unto the North Fulton Community Improvement District ("**NFCID**"), as obligee, in the amount of _____ (\$) for the payment whereof **CONTRACTOR** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 2021, entered into a contract with **NFCID** for:

Davis Drive Extension and Multimodal Improvements from Mansell Road to Westside Pkwy approximately 0.55 miles including, but not limited to, the extension of Davis Dr. to Westside Parkway ("Project").

in accordance with drawings and specifications prepared by **NFCID**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if **CONTRACTOR** shall promptly and faithfully perform said Contract, then this obligation shall be null and void, otherwise it will remain in full force and effect.

The **Surety** hereby waives notice of any alteration or extension of time made by the **NFCID**.

Whenever **CONTRACTOR** shall be, and declared by **NFCID** to be in default under the Contract, the **NFCID** having performed **NFCID's** obligation thereunder, the **Surety** may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by **Surety** of the lowest bidder, or, if the **NFCID** elects, upon determination by the **NFCID** and **Surety** jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and the **NFCID**, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contract of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the **Surety** may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph shall mean the total amount payable by **NFCID** to **CONTRACTOR** under the Contract and any amendments hereto, less the amount properly paid by **NFCID** to **CONTRACTOR**.

100% Performance Bond**Page 2 of 2**

No action can be instituted on this bond after one year from the completion of the Contract and the acceptance by the **NFCID** of the work thereunder.

Signed and sealed this _____ day of _____, 2021.

In the presence of:

Contractor: _____

Witness

By: _____ (Seal)

Surety: _____

Witness

By: _____ (Seal)
Representative

Surety Contact Information:

Address:

Phone:

Fax:

Email:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

110% Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS: that, _____, as Principal, hereinafter call **CONTRACTOR**, and _____, a corporation organized and existing under the laws of the State of Georgia, hereinafter call **Surety**, are held and firmly bound unto the North Fulton Community Improvement District ("**NFCID**") as obligee, in the amount of _____ (\$) for the payment whereof **CONTRACTOR** and **Surety** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, CONTRACTOR has by written agreement dated _____, 2021, entered into a contract with **NFCID** for:

Davis Drive Extension and Multimodal Improvements from Mansell Road to Westside Pkwy approximately 0.55 miles including, but not limited to, the extension of Davis Dr. to Westside Parkway ("Project").

in accordance with drawings and specifications prepared by **NFCID**, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if **CONTRACTOR** shall promptly make payment to all claimants as is herein below defined, for all labor and materials used or reasonably required for use in the performance of the Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the **CONTRACTOR** or with a Subcontractor of the **CONTRACTOR** for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include that part of water, gas, power, light, heating oil, gasoline, telephone service, rental of equipment, or repair of equipment directly applicable to the Contract.
2. The above-named **CONTRACTOR** and **Surety** hereby jointly and severally agree with the **NFCID** that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The **NFCID** shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - A. Unless claimant, other than one having a direct contract with the **CONTRACTOR**, shall have given written notice to any two of the following: the **CONTRACTOR**, the **NFCID**, or the **Surety** above-named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the

110% Labor And Material Payment Bond**Page 2 of 3**

last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the **CONTRACTOR**, the **NFCID**, or the **Surety**, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

B. After one year from the completion of the Contract and the acceptance by **NFCID** of the Work thereunder; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the **NFCID** or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by **Surety** for mechanics' liens which may be filed on record against improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 202____.

In the presence of:

Contractor:_____

By:_____ (Seal)

Witness

Surety:_____

By:_____ (Seal)

Representative

Witness

110% Labor And Material Payment Bond**Page 3 of 3****Surety Contact Information:**

Address:

Phone:

Fax:

Email:

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Final Affidavit

TO: NFCID

I, _____, hereby certify that all suppliers of materials,
equipment and service, Subcontractors, mechanics, and laborers employed by
_____ or any of their Subcontractors in connection with the
Work of:

**Davis Drive Extension and Multimodal Improvements from Mansell Road to Westside Pkwy
approximately 0.55 miles including, but not limited to, the extension of Davis Dr. to
Westside Parkway ("Project").**

for the North Fulton Community Improvement District ("NFCID") have been paid and satisfied in full as of
_____, 202____, and that there are no outstanding obligations or claims of any kind for the
payment of which **NFCID** on the above named project might be liable, or subject to, in any lawful
proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 202____.

_____, who under oath deposes and says: that they are of the
firm of _____; that they have read the above statement;
and that to the best of their knowledge and belief same is an exact true statement.

Notary Public

My Commission Expires

APPENDIX E: Special Conditions, Specifications, and Special Provisions

SPECIAL CONDITIONS

SC-1: The standards of the NFCID shall always prevail over any drawing or plan that differs with said standards. Exceptions will be only where special circumstances allow for up-grades to standards or where prior agreement is expressly written and signed off by NFCID and it is so noted that NFCID has waived a standard.

SC-2: City of Alpharetta Noise Ordinance:

The Contractor shall comply with all conditions of the City of Alpharetta's Noise Ordinance. Waivers for exceptions may be granted on a case by case basis. Waivers must be submitted and approved in writing by both the NFCID and the City of Alpharetta.

SC-3: Grading Complete:

This line item shall include all selective demolition line items not specifically enumerated in the following Item Codes but which are required per the project plans, including but not limited to the following:

- Excavation or importing of material as required
- Tree trimming and removal (including stumps)
- General Trash Removal / Hauling / Disposal
- Remove Concrete retaining wall
- Saw cutting
- General Trash Removal / Hauling / Disposal

SC-4: Traffic Signal Installation:

Contractor shall provide a lump sum price for the Traffic Signal Installation which shall include all items noted as well as any other miscellaneous items required for installation and operation. Any damages to loops are to be repaired by the Contractor as directed by the Engineer. Signal timing and coordination will be required with the City of Alpharetta, and with GDOT if applicable.

SC-5: Milling: Milling must be performed at the end of the Project immediately prior to paving. Traffic will only be allowed to run on a milled surface for 48 hours unless approved by the Engineer. Liquidated damages will apply as per SP 108 for failure to meet these conditions. Any transitions from milled surfaces will be safed up to allow for a smooth transition and will be performed at the direction of the engineer.

SC-6: Root Barriers: Root barriers are to be installed behind the curb and as directed by the Engineer. The root barrier is to have a minimum depth of 24 inches and be made of 0.075 in thick black polypropylene with UV inhibitors. It is to have a 7/16-inch-wide

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

integral molded thickness double top edge with stiffening ribs; bottom edge attached to vertical root deflecting ribs, Integral molded 0.075-inch thickness by 2 inches deep vertical root deflecting ribs spaced at 6 inches on center. Integral molded 0.075-inch thickness by 3/8-inch-wide horizontal anti-lift ground lock tabs, minimum 3 inches on center. Minimum diameter of root barrier is to be 3 feet 6 inches. A larger diameter is to be used if possible, up to 8 feet in diameter. Install as per manufacturer's recommendations.

SC-7: Storage of Materials and Equipment: Storage of materials and equipment will follow GDOT specifications. No storage of materials and equipment is allowed within the roadway. No storage that impacts sight distance is allowed. Any storage on private property must be negotiated directly with the private property owner. The NFCID is not responsible for any storage on private property.

SC-8: ALTERNATES

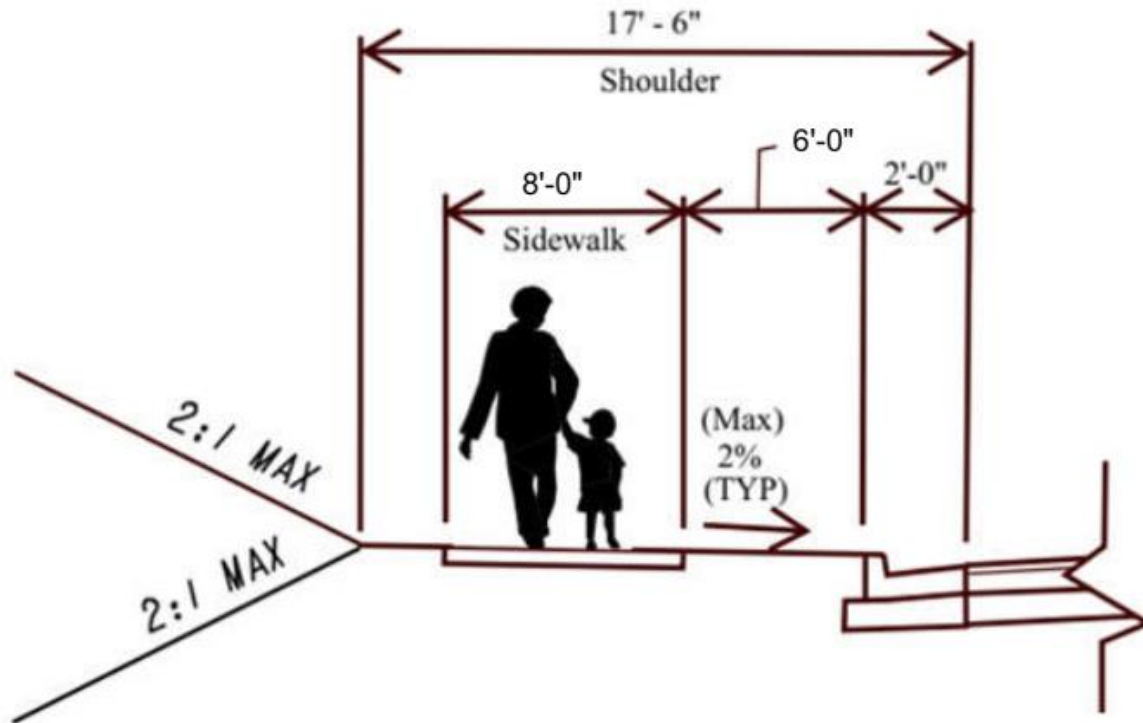
Alternate #1: Additional Shoulder, Sidewalk, Pedestrian Lighting and Landscaping on North side of Davis Drive.

This alternate also includes the additional work to create a typical section (as noted below) that creates a 17.5' shoulder as depicted in the typical below. This work shall only be from sta 119+00 LT to project end. The curb and gutter will be installed per base bid. A 6' grass strip and 8' sidewalk will be included on the typical. Only the additional grading work (past what is required for base bid) will be considered for grading complete in this alternate. It is assumed the erosion control necessary for this work will be the same as what is in the base bid and no additional compensation will be considered. The contractor will tie down the slope of the shoulder at a 2:1 slope.

This alternate also includes the installation of pedestrian lighting as shown on plan sheets 25-004A, 25-005A and 25-006A along Davis Drive between sta 119+20 to 128+00 LT. Street lighting in this section will be installed per base bid and no additional costs will be considered for work to install street lighting.

Landscaping will be installed in the 6' grass strip proposed in accordance with the plans provided by Pond & Company which are attached to the bid plans.

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY



TYPICAL SECTION

APPLIES TO PROPOSED DAVISE DRIVE ALTERNATE #1

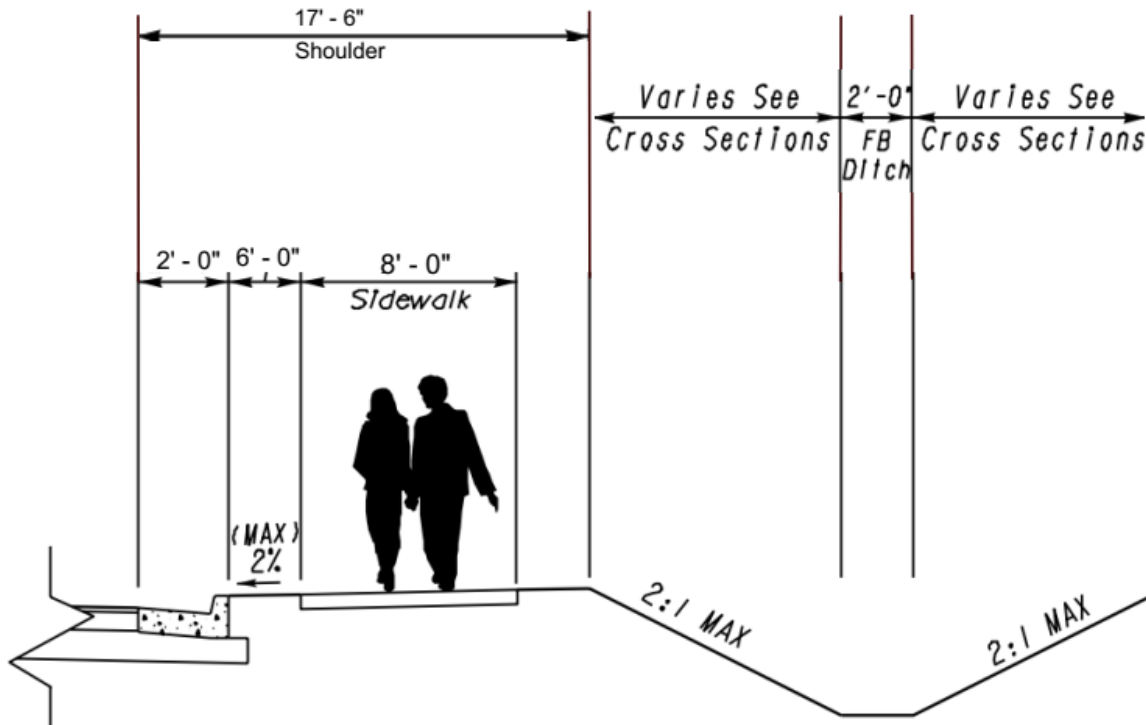
Alternate #2: Additional Shoulder, Sidewalk and Pedestrian Lighting on South Side of Davis Dr.

This alternate includes the additional work to create a typical section (as noted below) that creates a 17.5' shoulder as depicted in the typical below. This work shall only be from sta 114+40 RT to 116+60 RT and 120+25 RT to 124+35 RT. No changes to the base bid shall take place in front of proposed detention pond. The curb and gutter will be installed per base bid. A 6' grass strip and 8' sidewalk will be included on the typical. Base bid pricing already includes sidewalk, so no additional payment will be given for sidewalk. Only the additional grading work (past what is required for base bid) will be considered for grading complete in this alternate. It is assumed the erosion control necessary for this work will be the same as what is in the base bid and no additional compensation will be considered. The contractor will tie down the slope of the shoulder at a 2:1 slope and develop a ditch between station 120+25 to 124+25 RT to maintain the drainage patterns as depicted in the base bid of the plans. The ditch from 120+25 to 123+50 RT must be constructed such that it drains to the detention pond. No additional payment for the concrete ditch shall be considered as this will be paid per the base bid. This alternate includes the construction of 3 concrete drives, 30' wide drive at STA 114+75 RT, 30' wide drive at STA 120+40 RT, and 24' wide drive at STA 123+10 RT, to the right of way (ROW) line. Driveways to be constructed meeting the requirements of the City of Alpharetta's standard, STD. 951, for commercial driveways. In addition, type 3 barricades with road closed signs (R11-2) to prevent access will be required at or near the right of way line. The barricades shall meet the requirements of

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Section 6F-68 of the MUTCD. The price for the road closed signs shall be included in the overall price for barricades.

This alternate also includes the installation of pedestrian lighting as shown on plan sheets 25-004A, 25-005A and 25-006A along Davis Drive between sta 114+50 to 124+25 RT. Street lighting in this section will be installed in middle of grass strip shown in alternate number 4 but all costs associated with street lighting will be paid per base bid for street lighting. No additional costs will be considered for the work to install street lighting.



TYPICAL SECTION
APPLIES TO PROPOSED DAVIS DRIVE ALTERNATE #2

Alternate #3: Sewer Relocation

The sewer relocation here is separate from the sewer work required under the base bid. This work consists of the work associated with the work shown on plan sheets 44-007 to 44-018 including any additional grading work necessary for this sewer work. Work will be installed per Fulton County Technical Specification for Wastewater Construction.

SC-9: Upon receipt of the construction NTP by the contractor, if there are overlapping contractors performing work within or adjacent to the Davis Drive construction project limits, the roadway contractor shall cooperate with other contractors not to interfere with or hinder the progress or completion of the work being performed by other contractors.

SPECIAL PROVISIONS (SP108, 150, 669, 670, 999)

NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT FULTON COUNTY SPECIAL PROVISION

Section 108—Prosecution and Progress

Add the following to 108.08 Failure or Delay in Completing Work on Time:

Liquidated Damages

1. **TIME:** The time allowed for completion of the project will be 270 calendar days. At the discretion of the Engineer, liquidated damages of \$1,000.00 per consecutive calendar day shall be assessed for failure to complete the project within the specified time frame.
2. **MILLING:** A milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds forty-eight (48) hours unless otherwise specified in the contract documents. At the discretion of the Engineer, a non-refundable deduction of \$1,000.00 per day, per road may be assessed until surface is paved following the passage of the forty-eight (48) hours after milling.
3. **STRIPING:** The Contractor shall re-install pavement markings per existing layout, unless a revision is included or as directed by the Engineer. Layouts of any revisions to the existing pavement markings for each street shall be provided. After installation of pre-marking tape and temporary paint, the Contractor shall request authorization to proceed prior to installation of any thermoplastic striping with a minimum 24 hour notice. At the discretion of the Engineer, failure to receive approval of layout prior to installation, may result in a non-refundable deduction of \$1,000.00 for each occurrence. In addition, contractor will be required to provide corrective action in accordance with the contract specifications at no additional compensation to the Contractor.
4. **THERMOPLASTIC:** Thermoplastic Traffic Stripe. For asphaltic concrete pavement, placement of thermoplastic striping may commence no sooner than a minimum of 15 calendar days after completion of the final surface course of each road, and must be completed within 30 calendar days following completion of the final surface course of each road. At the discretion of the Engineer, the contractor may be charged a non-refundable deduction of \$1,000.00 per day, per road, until the thermoplastic striping is complete for each road, beginning on day 31 following completion of the final surface course. In accordance with Section 653.03.06, the Contractor shall provide initial reflectivity tests within 30 days of completion of striping (150.12 inspection report attached).

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5. STRUCTURES: Both manholes and water valves, shall be adjusted within forty-eight (48) hours after the road is resurfaced. Failure to do so will result in the assessment of Liquidated Damages in the amount of twenty-five dollars (\$25.00) per calendar day per structure for every day beyond this forty-eight (48) hour requirement. All structures must be safed up until such time that they can be adjusted.
6. LOOPS: Loops must be repaired within forty-eight (48) hours. At the discretion of the Engineer, a non-refundable deduction of \$1,000.00 per day, per road may be assessed until signals are fully functional.
7. DEBRIS CLEAN UP: Once the contractor has been notified to clean up debris associated from patching, milling, resurfacing, or shoulder reconstruction this will be completed within seven (7) working days and approved by the Engineer. If not completed within that time and the PCID has this done by other forces the cost will be deducted from payment to the contractor. If done by an outside contractor a copy of the invoice will be provided to the contractor. If done by other forces a flat rate of \$100 per hour will be accessed.

**NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
FULTON COUNTY
SPECIAL PROVISION**

Section 150—Traffic Control

150.01 GENERAL

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

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

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

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

A. WORKER SAFETY APPAREL

All workers, including emergency responders, within the right-of-way who are exposed either to traffic (vehicle using the highway for purpose of travel) or to work vehicles and construction equipment within the TTC zone shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear", or equivalent revisions, and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Emergency and incident responders and law enforcement personnel within the TTC zone may wear high-visibility safety apparel that meets the performance requirements of the ANSI/ISEA 207-2006 publication entitled "American National Standard for High Visibility Public Safety Vests", or equivalent revisions, and labeled as ANSI 207-2006, in lieu of ANSI/ISEA 107-2004 apparel. Firefighters or other emergency responders working within the right-of-way and engaged in emergency operations that directly expose them to flame, fire, heat, and/or

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hazardous materials may wear retroreflective turn-out gear that is specified and regulated by other organizations, such as the National Fire Protection Association.

B. WORKSITE TRAFFIC CONTROL SUPERVISOR

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

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

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

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

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

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

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

CERTIFIED WORKSITE TRAFFIC CONTROL SUPERVISOR

ADDITIONAL REQUIREMENTS FOR INTERSTATE AND LIMITED ACCESS HIGHWAYS: In addition to the requirements above, the WTCS shall have a minimum of

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one year's experience directly related to work site traffic control in a supervisory or responsible capacity. The WTCS shall be currently certified by the American Traffic Safety Services Association (ATSSA) Work Site Traffic Supervisor Certification program or the National Safety Council Certification program.

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

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

C. TRAFFIC CONTROL DEVICES

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

D. REFLECTORIZATION REQUIREMENTS

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

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

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

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

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

E. IMPLEMENTATION REQUIREMENTS

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

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

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

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

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

F. MAINTENANCE OF TRAFFIC CONTROL DEVICES

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

G. TRAFFIC INTERRUPTION RESTRICTIONS

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

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

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

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

H. SEQUENCE OF OPERATIONS

Any Sequence of Operations provided in this Contract in conjunction with any staging details which may be shown in the plans, is a suggested sequence for performing the Work. It is intended as a general staging plan for the orderly execution of the work while minimizing the impact on pedestrian facilities, mainline, cross-streets and side streets. The Contractor shall develop detailed staging and temporary traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widenings, paces, or other activities that disrupt traffic or pedestrian flow. The Engineer may require detailed staging and TTC plans for lane closures or disruption to pedestrian facilities. These plans shall be submitted for approval at least two weeks prior to the scheduled date of the activity. Activities that have not been approved at least seven (7) days prior to the scheduled date shall be rescheduled.

Where traffic is permitted through the work area under stage construction, the Contractor may choose to construct, at no additional expense to the Department, temporary on-site bypasses or detours in order to expedite the work. Plans for such temporary bypasses or detours shall be submitted to the Engineer for review and approval 30 calendar days prior to the proposed construction. Such bypasses or detours shall be removed promptly when in the opinion of the Engineer; they are not longer necessary for the satisfactory progress of the Work. Bypasses and detours shall meet the minimum requirements of [Subsection 150.02.B.4](#).

As an option to the Sequence of Operations in the Contract, the Contractor may submit an alternative Sequence of Operations for review and approval. Alternate Sequence of Operations for pedestrian facilities shall be in compliance with the MUTCD and ADA. Pedestrian needs identified in the preconstruction phase shall be included in the proposed alternate plan.

The Department will not pay, or in any way reimburse the Contractor for claims arising from the Contractor's inability to perform the Work in accordance with the Sequence of Operations provided in the Contract or from an approved Contractor alternate.

The Contractor shall secure the Engineer's approval of the Contractor's proposed plan of operation, sequence of work and methods of providing for the safe passage of vehicular and pedestrian traffic before it is placed in operation. The proposed plan of operation shall supplement the approved traffic control plan. Any major changes to the

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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 lineage for each step of the change.
2. The location, size, and message of all signs required by the MUTCD, Plan, Special Provisions, and other signs as required to fit conditions. Any portable changeable message signs used shall be included in the details.
3. The method to be used in, and the limits of, the obliteration of conflicting lines and markings.
4. Type, location, and extent of new lines and markings.
5. Horizontal and vertical alignment and superelevation rates for detours, including cross section and profile grades along each edge of existing pavement.
6. Drainage details for temporary and permanent alignments.
7. Location, length, and/or spacing of channelization and protective devices (temporary barrier, guardrail, barricades, etc.)
8. Starting time, duration and date of planned change.
9. For each traffic shift, a paving plan, erection plan, or work site plan, as appropriate, detailing workforce, materials, and equipment necessary to accomplish the proposed work. This will be the minimum resource allocation required in order to start the work.

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

150.02 TEMPORARY TRAFFIC CONTROL (TTC) ZONES:

A. DEVICES AND MATERIALS:

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

1. Portable Advance Warning Signs

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

2. Arrow Panels

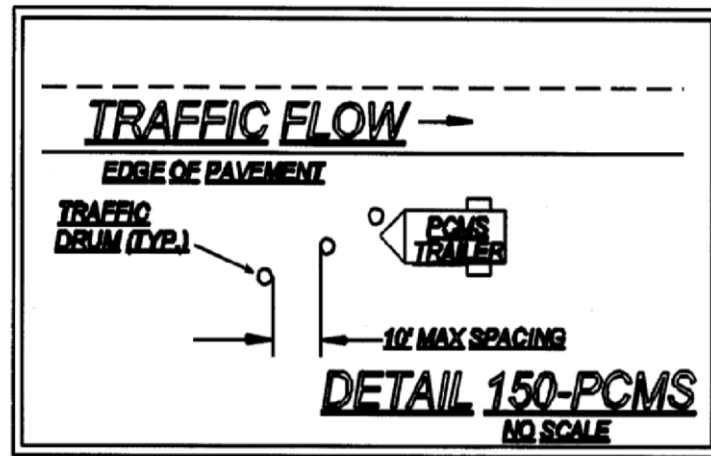
Portable sequential or flashing arrow panels as shown in the Plans or Specifications for use on Interstate or multi-lane highway lane closure only, shall be a minimum size of 48" high by 96" wide with not less than 15 lamps used for the arrow. The arrow shall occupy virtually the entire size of the arrow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

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

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

3. Portable Changeable Message Signs

Portable changeable message signs meeting the requirements of [Section 632](#) and the MUTCD. Any PCMS in use that is not protected by positive barrier protection shall be delineated by a minimum of three drums that meet the requirement of Subsection 150.05.A.1. The drum spacing shall not exceed a maximum of ten (10') feet as shown in [Detail 150-PCMS](#). When the PCMS is within twenty (20') feet of the opposing traffic flow, the trailing end of the PCMS shall be delineated with a minimum of three drums spaced in the same manner as the approach side of the PCMS.



When not in use the PCMS shall be removed from the roadway unless protected by positive barrier protection. If the PCMS is protected by positive barrier protection the sign panel shall be turned away from traffic when not in use.

4. Channelization Devices

Channelization devices shall meet the standards of the MUTCD and [Subsection 150.05](#).

5. Temporary Barrier

Temporary barrier shall meet the requirements of [Section 620](#).

6. Temporary Traffic Signals

Temporary traffic signals shall meet the requirements of [Section 647](#) and the MUTCD.

7. Pavement Marking

Pavement marking incorporated into the work shall comply with [Subsections 150.04.A](#) and [150.04.B](#).

8. Portable Temporary Traffic Control Signals

The use off 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.

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Each signal face shall have at least three lenses. The lenses shall be red, yellow, or green in color and shall give a circular type of indication. All lenses shall be twelve (12") inches nominal in diameter.

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

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

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

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

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

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

9. Rumble Strips

Rumble strips incorporated into the work shall meet the requirements of [Section 429](#) and the MUTCD. Existing rumble strips that are positioned in the traveled way to warn traffic of a stop condition shall be reinstalled based on the following requirements:

INTERMEDIATE SURFACES: Intermediate surfaces that will be in use for more than forty-five (45) calendar days shall have rumble strips reinstalled on the traveled way in the area of a stop condition. Non-refundable deductions in accordance with [Subsection 150.08](#) will be assessed for any intermediate surface in place for greater than 45 days without rumble strips.

FINAL SURFACES: Rumble strips shall be installed on the final surface within fourteen (14) calendar days of the placement of the final surface in the area of the

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stop condition. Failure to install within fourteen (14) calendar days will result in assessment of non-refundable deductions in accordance with Subsection 150.08.

Prior to the removal of any rumble strips located in the travelway, stop ahead (W3-1a) warning signs shall be double indicated ahead of the stop condition. These warning signs shall be a minimum of 48 inches by 48 inches. The reflectorization of the warning signs shall be as required by [Subsection 150.01.D](#). These warning signs shall remain in place until the rumble strips have been reinstalled on the traveled way. Any existing warning signs for the stop ahead condition shall be removed or covered while the 48" X 48" (W3-1a) signs are in place. When the rumble strips have been reinstalled these warning signs should be promptly removed and any existing signage placed back in service.

10. Guardrail

When the removal and installation of guardrail is required as a part of the work the following time restrictions shall apply unless modified by the special conditions:

MULTI-LANE HIGHWAYS: From the time that the existing guardrail or temporary positive barrier protection is removed the Contractor has fourteen (14) calendar days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty (20') feet. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 2000 linear feet of existing rail or the total length of one run of existing rail, whichever is less.

ALL OTHER HIGHWAYS: From the time that the existing guardrail is removed or from the time that temporary positive barrier protection is removed the Contractor has thirty (30) calendar days to install the new guardrail and anchors. During the interim, the location without guardrail shall be protected with drums spaced at a maximum spacing of twenty (20') feet. The maximum length of rail that can be removed at any time without being replaced with positive barrier protection is a total of 1000 linear feet of existing rail or the total length of one run of existing rail, whichever is less.

Based on existing field conditions, the Engineer may review the work and require that the guardrail be installed earlier than the maximum time allowed above by giving written notification to the Contractor via the TC-1 traffic control report.

ALL HIGHWAY: The Contractor shall install new guardrail such that traffic exposure to fixed objects is minimized. Within the same work day, temporary attenuators, as defined in [Subsection 150.05.B](#), should be installed on the approach to fixed objects that can't be protected with guardrail. Truck mounted attenuators may be used to shield exposed fixed objects for periods not to exceed forty-eight (48) hours. No separate payment will be made for truck mounted attenuators.

When the roadway is open to traffic, guardrail panels shall be lapped to comply with the direction 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 the traffic. The work to change the lap of any guardrail shall be included in Traffic Control- Lump sum.

Failure to comply with the above time and quantity restrictions shall be considered as non-compliance under [Subsection 150.08](#).

11. Stop Sign Regulated Intersections

For intersections that utilize stop sign(s) to control the flow of traffic and to restrict the movement of vehicles, the stop sign(s) shall be maintained for the duration of the work or until such time that the stop condition is eliminated or until an interim or permanent traffic signal can be installed to provide proper traffic control. The traffic signal shall be installed and properly functioning before the removal of the existing stop sign(s) is permitted. If the existing intersection is enhanced traffic control features such as stop bars, double indicated stop signs, oversized signs, advanced warning stop ahead signs, rumble strips on the approaches or flashing beacons located overhead or on the shoulders then these features shall be maintained for the duration of the project or until the permanent traffic control plan has been implemented.

Whenever the staging of the work requires that the traveled-way be relocated or realigned the Contractor shall reinstall all enhanced traffic control features noted above on the newly constructed sections of the work. The cost of relocating the stop bars, stop signs, advanced warning signs, the rumble strips and the flashing beacons shall be included in the price bid for Lump-Sum-Traffic Control unless individual pay items are included in the contract for rumble strips and/or flashing beacons. When pay items are included in the contract for rumble strips or flashing beacons then these items will be paid per each.

When staging requires the relocation or realignment of an existing stop condition it may be necessary to consider the addition of enhanced traffic control features even though none existed at the original location. Horizontal and vertical alignment changes at a new location may have decreased or restricted sight distance or the stop condition may occur sooner than in the previous alignment. If these conditions occur, then the Engineer and/or the WTCS should consider additional measures to enhance the motorist's awareness of the changes even though the staging plans may not address enhanced features. Stop signs should be a minimum of 36 inches for interim situations. The use of 48 inch stop signs may be warranted under project specific conditions. Flags may be used on interim/permanent stop signs that are mounted at seven (7') feet in height for a short duration in order to direct additional attention to a new or relocated stop sign(s). Flags should not be used for durations exceeding two weeks unless unusual or site specify conditions warrant a longer period of time. The use of Type "A" flashing red light(s) attached to the stop sign(s) may be appropriate during the same period that the flags are in use to increase attention.

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

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

B. WORK ZONE RESTRICTIONS

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

1. Interstate

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

2. Non-Interstate Divided Highways

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

3. Non-Divided Highways

- a. The Contractor shall not simultaneously perform work on opposite sides of the roadway when the work is within 12 feet of the travel-way, unless such areas are separated by at least one-half mile of distance in rural areas or at least 500 feet of distance in urban areas.
- b. On two-lane projects where full width sections of the existing subgrade, base or surfacing are to be removed, and new base, subgrade, or surfacing are to be constructed, the Contractor shall maintain one-lane traffic through the construction area by removing and replacing the undesirable material for half the width of the existing roadway at a time. Replacement shall be made such that paving is completed to the level of the existing pavement in the adjacent lane by the end of the workday or before opening all the roadway to traffic.

4. All Highways

- a. There shall be no reduction in the total number of available traffic lanes that existed prior to construction except as specifically allowed by the Contract and as approved by the Engineer.
- b. Travelway Clearances: All portions of the work shall maintain the following minimum requirements:

Horizontal: The combined dimensions of the paved shoulder and the roadway surface remaining outside the Work Zone shall be no less than sixteen (16) feet in width at any location.

Vertical: The overhead clearance shall not be reduced to less than fifteen (15) feet at any location.

The restrictions above apply to all shifts, lane closures, on-site detours and off site detours whether shown in the contract or proposed by the Contractor. It shall be the responsibility of the Contractor to verify that these minimum requirements have been met before proceeding with any phase of the Work.

Two-lane two-way roadways may have temporary horizontal restrictions of less than sixteen (16) feet provided a flagger operation for one-way traffic is utilized to restrict access to the work area by over-width loads. The minimum horizontal clearance shall be restored before the flagging operation is removed.

- c. Highway Work Zone: All sections or segments of the roadway under construction or reconstruction shall be signed as a Highway Work Zone except non-state

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highway two-lane two-way resurfacing projects. Two conditions can be applied to a Highway Work Zone. Condition 1 is when no reduction in the existing speed limit is required. Condition 2 is when worksite conditions require a reduction of the speed limit through the designated Work Zone. Properly marking a Highway Work Zone shall include the following minimum requirements:

1. NO REDUCTION IN THE EXISTING POSTED SPEED LIMIT IN HIGHWAY WORK ZONE:

- a) Signage ([Detail 150-HWZ-1](#)) shall be posted at the beginning point of the Highway Work Zone warning the traveling public that increased penalties for speeding violations are in effect. The [HWZ-2](#) sign shall be placed a minimum of six hundred (600') feet in advance of the Highway Work Zone and shall not be placed more than one thousand (1000') feet in advance of the Work Zone. If no speed reduction is required it is recommended that the [HWZ-2](#) be placed at 750 feet from the work area between the ROAD WORK 500 FT. and the ROAD WORK 1000 FT. signs.

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

- b) The existing speed limit shall be posted at the beginning of the Work Zone. Existing Speed Limit signs (R2-1) shall be maintained.
- c) INTERSECTING ROADWAYS: Intersecting state routes shall be signed in advance of each intersection with the Work Zone with a [HWZ-2](#) sign to warn motorists that increased fines are in effect. All other intersecting roadways that enter into a designated Highway Work Zone may be signed in advance of each intersection with the Work Zone. When construction equipment and personnel are present in the intersection on the mainline of a multi-lane roadway, the intersecting side roads shall be signed in advance with [HWZ-2](#) signs. As soon as the work operation clears the intersection the signage may be removed.
- d) Sign [HWZ-3](#) shall be posted at the end of the Highway Work Zone indicating the end of the zone and indicating that increased penalties for speeding violations are no longer in effect.
- e) When a designated Highway Work Zone is no longer necessary all signs shall be removed immediately.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Milled Surface Restrictions

Unless modified by the special conditions, a milled surface on any asphaltic concrete surface shall not be allowed to remain open to traffic for a period of time that exceeds forty-eight (48) hours.

6. Installation/Removal of Work Area Signage

No payment will be made for Traffic Control-Lump Sum until the Work has actually started on the project. The installation of traffic control signage does not qualify as the start of work. Advanced warning signs shall not be installed until the actual beginning of work activities. Any permanent mount height signs installed as the work is preparing to start shall be covered until all signs are installed unless all signs are installed within seven (7) calendar days after beginning installation.

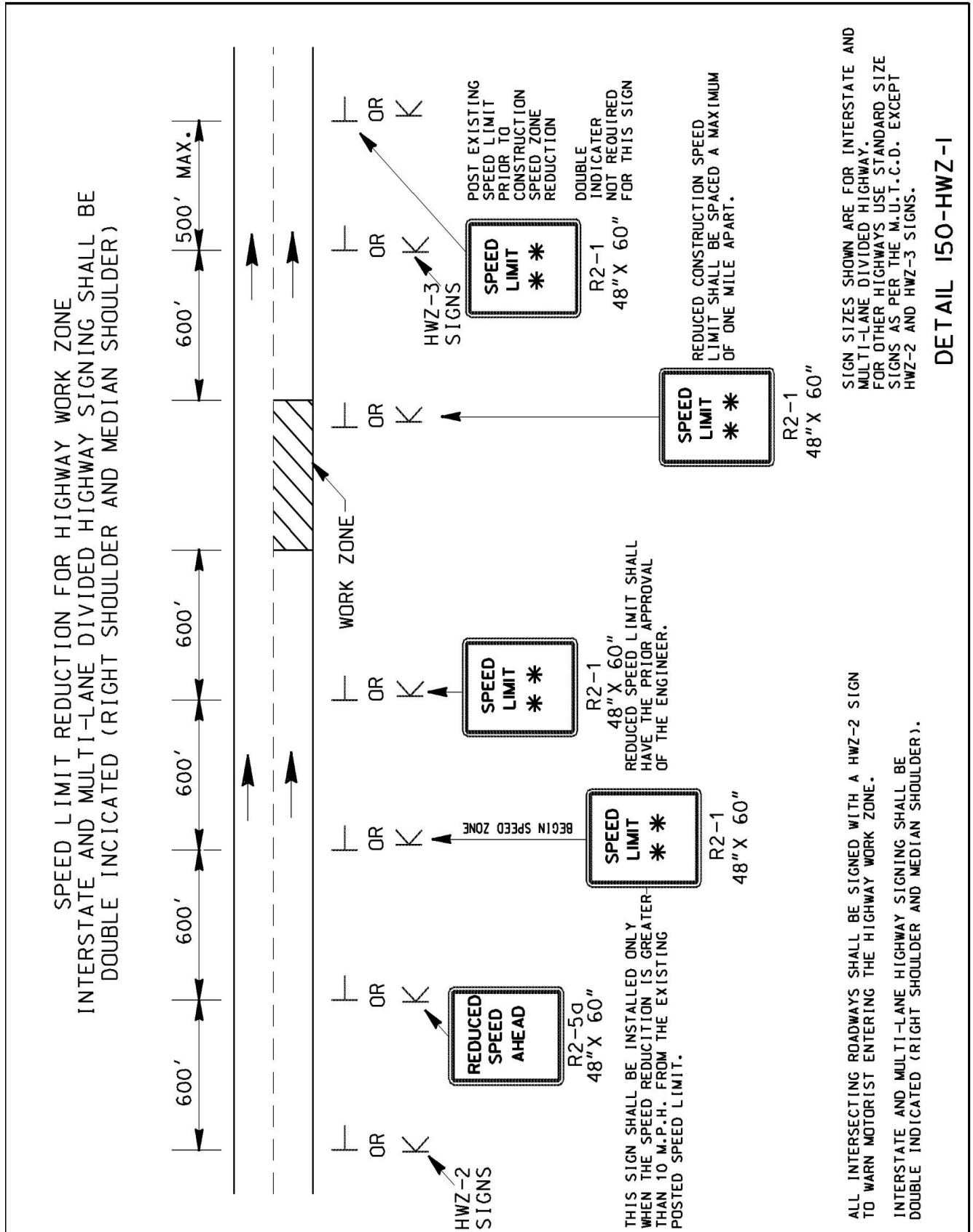
All temporary traffic control devices shall be removed as soon as practical when these devices are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

All construction warning signs shall be removed within seven (7) calendar days after time charges are stopped or pay items are complete. If traffic control devices are left in place for more than ten (10) calendar days after completion of the Work, the Department shall have the right to remove such devices, claim possession thereof, and deduct the cost of such removal from any monies due, or which may become due, the Contractor.

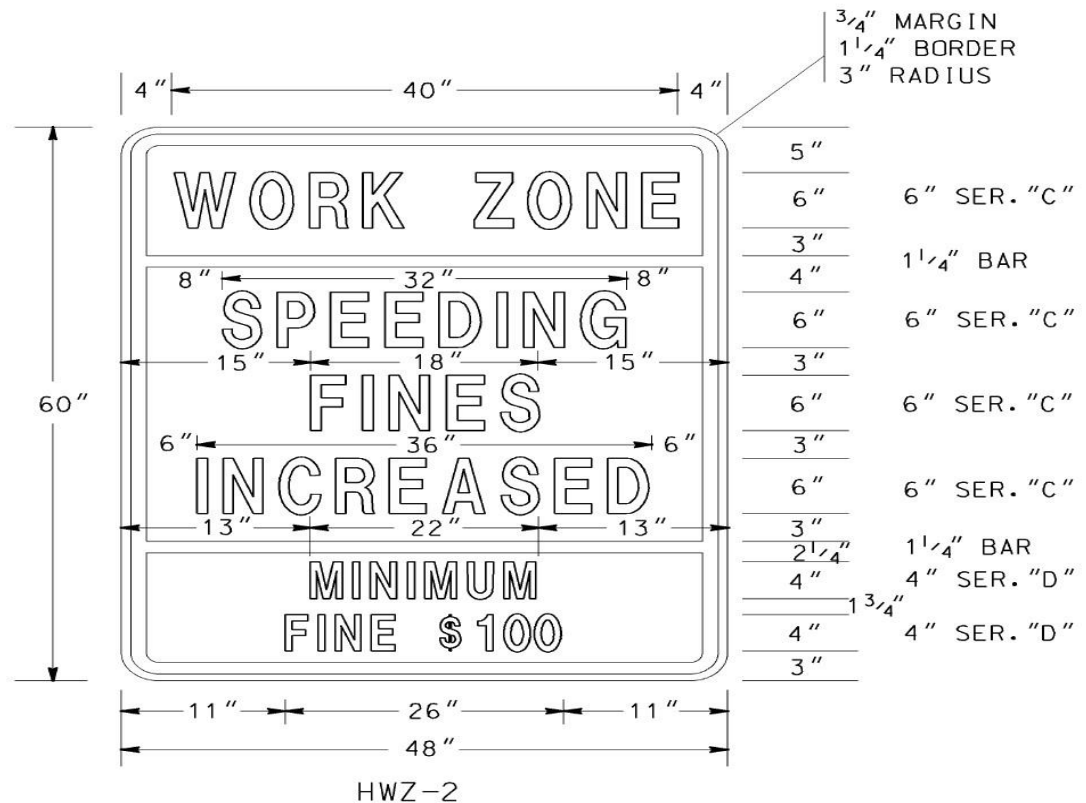
PUNCHLIST WORK: Portable signs shall be utilized to accomplish the completion of all punchlist items. The portable signs shall be removed daily. All permanent mount height signs shall be removed prior to the beginning of the punchlist work except "Low/Soft Shoulder" signs and any signs that have the prior written approval of the Engineer to remain in place while the punchlist work is in progress.

Failure to promptly remove the construction warning signs within the seven (7) calendar days after the completion of the Work or failure to remove or cover signs when work is suspended for short periods of time shall be considered as nonperformance under [Subsection 150.08](#).

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COLORS

TOP PANEL

LEGEND & BORDER - BLACK (NON-REFL)

BACKGROUND - FLUORESENT ORANGE

(ASTM TYPE VII, VIII, IX or X)

MIDDLE & BOTTOM PANELS

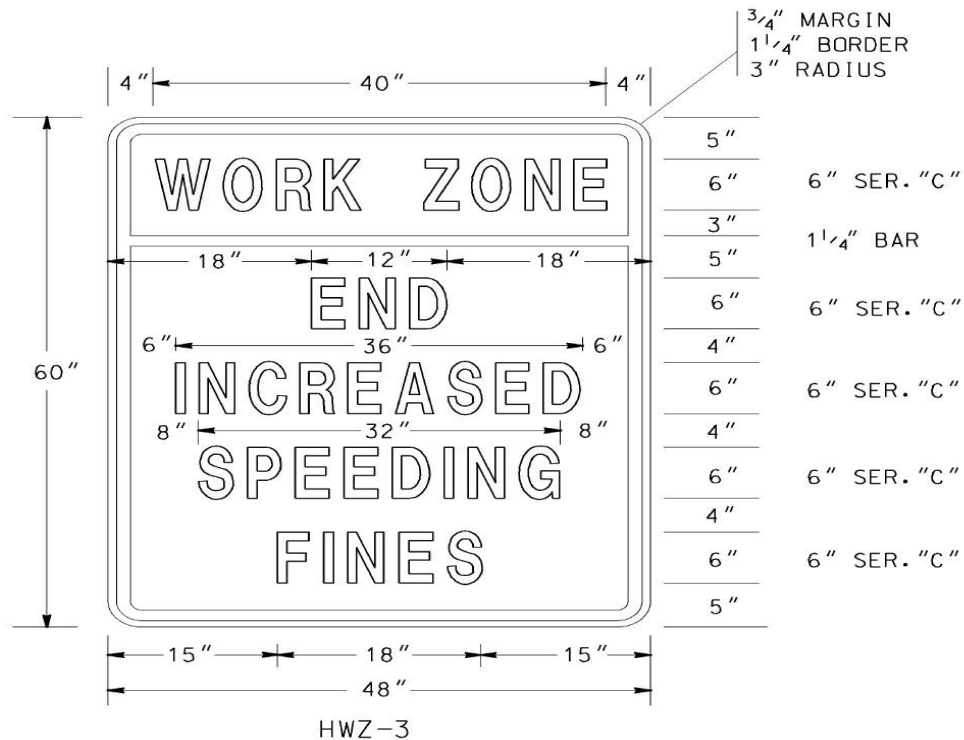
LEGEND & BORDER - BLACK (NON-REFL)

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

NOTES:

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

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COLORS

TOP PANEL

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

BOTTOM PANEL

LEGEND & BORDER - BLACK (NON-REFL)
 BACKGROUND - WHITE (ASTM TYPE III OR IV REFL SHEETING)

NOTES:

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

C. LANE CLOSURES

1. Approval/Restrictions

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

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

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- b. Lane closures that require same direction traffic to be split around the Work Area will not be approved for roadways with posted speeds of 35 mph or greater, excluding turn lanes.
- c. For Interstate, Limited Access and Multi-lane Divided Highways, a Portable Changeable Message Sign (PCMS) shall be placed one (1) mile in advance of a lane closure with a message denoting the appropriate lane closure one mile ahead. The Portable Changeable Message Sign (PCMS) shall be placed on the outside shoulder in accordance with Detail 150-PCMS. This is in addition to the other traffic control devices required by Standard 9106.

2. Removal Of Lane Closures

To provide the greatest possible convenience to the public in accordance with Sub_{Section} 107.07, the Contractor shall remove all signs, lane closure markings, and devices immediately when lane closure work is completed or temporarily suspended for any length of time or as directed by the Engineer. All portable signs and portable sign mounting devices shall be removed from the roadway to an area which will not allow the sign to be visible and will not allow the sign or sign mounting device to be impacted by traffic.

3. Exit And Entrance Ramps

On multilane highways where traffic has been shifted to the inside lanes, the exit and entrance ramps shall have channelization devices placed on both sides of the ramp. This requirement will apply to any situation where traffic is shifted to contra flows or inside staging lanes to facilitate reconstruction work in the vicinity of exit and entrance ramps. The temporary ramp taper length shall be greater than, or equal to, the existing taper length. Interim EXIT gore signs shall be placed at the ramp divergence. The "EXIT OPEN" sign shown in Figure TA-42 of the MUTCD shall be utilized. For exit ramps, channelization device spacing shall be decreased to 10 feet for 200 feet in advance of the temporary gore, and be decreased to 10 feet for the first 100 feet of the temporary gore.

4. Lane Drop/Lane Closure

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

5. Termination Area

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

D. TRAFFIC PACING METHOD

1. Pacing Of Traffic

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

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

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

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

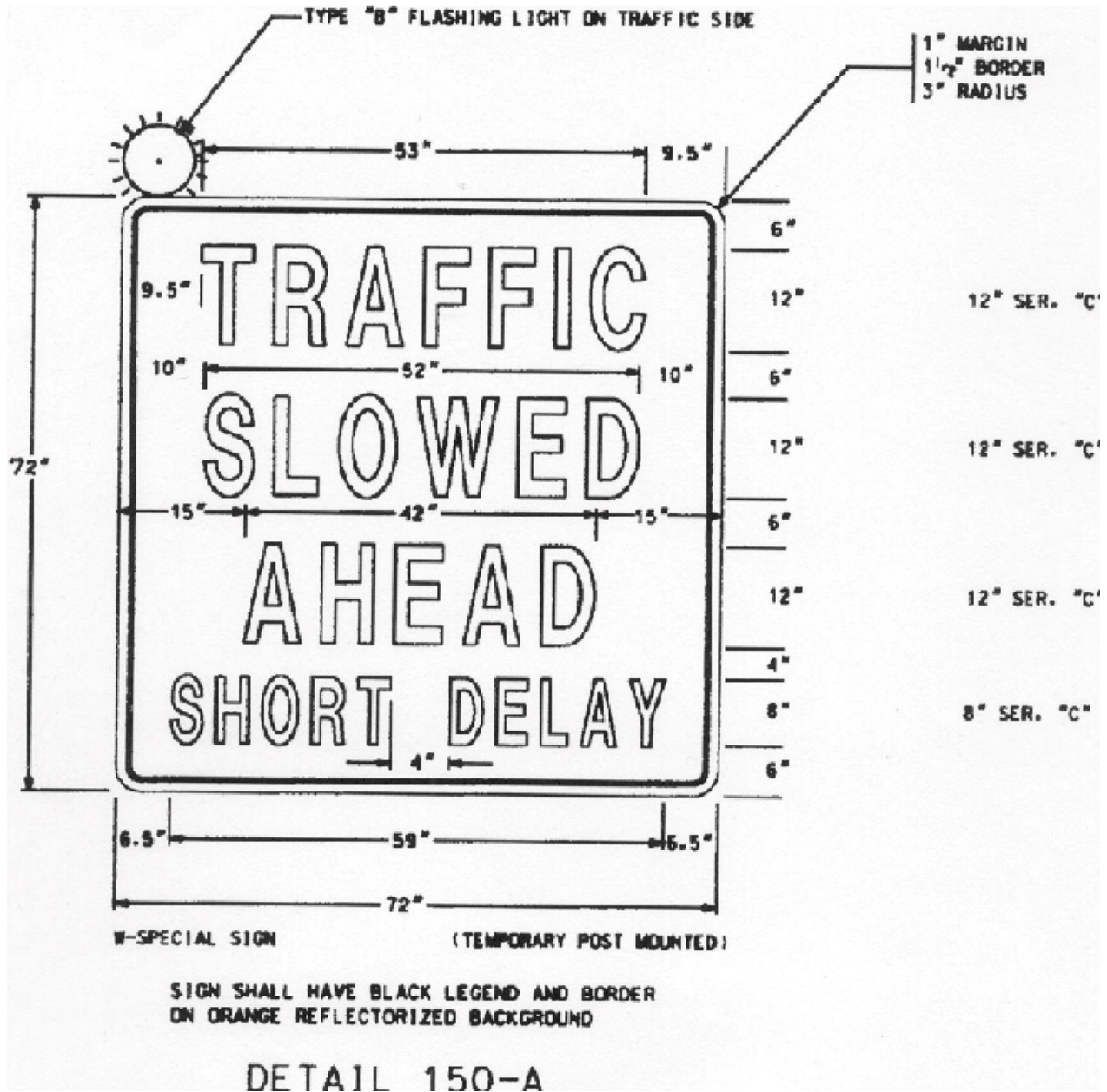
Pilot vehicles shall travel at a safe pace speed, desirably not less than 20 mph interstate and 10 mph non-interstate. The Contractor shall provide a vehicle to proceed in front of the police vehicle and behind the other traffic in order to inform the Contractor's work force when all vehicles have cleared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

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

2. Methods Of Signing For Traffic Pacing

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

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E. CONSTRUCTION VEHICLE TRAFFIC

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

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

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

F. ENVIRONMENTAL IMPACTS TO THE TEMPORARY TRAFFIC CONTROL (TTC) PLAN

The Contractor shall ensure that dust, mud, and other debris from construction activities do not interfere with normal traffic operations or adjacent properties. All outfall ditches, special ditches, critical storm drain structures, erosion control structures, retention basins, etc. shall be constructed, where possible, prior to the beginning of grading operations so that the best possible drainage and erosion control will be in effect during the grading operations, thereby keeping the roadway areas as dry as possible.

Areas within the limits of the project which are determined by the Engineer to be disturbed or damaged due either directly or indirectly from the progress or the lack of progress of the work shall be cleaned up, redressed, and re-grassed. All surplus materials shall be removed and disposed of as required. Surplus materials shall be disposed of in accordance with [Subsection 201](#) of the Specifications.

G. EXISTING STREET LIGHTS

Existing street lighting shall remain lighted as long as practical and until removal is approved by the Engineer.

H. NIGHTWORK

Adequate temporary lighting shall be provided at all nighttime work sites where workers will be immediately adjacent to traffic.

I. CONSTRUCTION VEHICLES IN THE WORKZONE

The parking of Contractor's and/or workers personal vehicles within the work area or adjacent to traffic is prohibited. It shall be the responsibility of the Worksite Traffic Control Supervisor to ensure that any vehicle present at the worksite is necessary for the completion of the work.

J. ENCROACHMENTS ON THE TRAVELED-WAY

The Worksite Traffic Control Supervisor (WTCS) shall monitor the work to ensure that all the rocks, boulders, construction debris, stockpiled materials, equipment, tools and other potential hazards are kept clear of the travelway. These items shall be stored in

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a location, in so far as practical, where they will not be subject to a vehicle running off the road and striking them.

K. PEDESTRIAN CONSIDERATIONS

All existing pedestrian facilities, including access to transit stops, shall be maintained. Where pedestrian routes are closed, alternate routes shall be provided. Closures of existing, interim and final pedestrian facilities shall have the prior written approval of the Engineer. When existing pedestrian facilities are disrupted, closed or relocated in a TTC zone, the temporary facilities shall be detectable and shall include accessibility features consistent with features present in the existing pedestrian facility. Pedestrian facilities are considered improvements and provisions made to accommodate or encourage walking. Whenever a sidewalk is to be closed, the Engineer shall notify the maintaining agency two (2) weeks prior to the closure. Prior to closure, detectable barriers (that are detectable by a person with a visual disability traveling with the aid of a long cane), as described by the MUTCD, shall be placed across the full width of the closed sidewalk. Barriers and channelizing devices used along a temporary pedestrian route shall be in compliance with the MUTCD.

Temporary Traffic Control devices used to delineate a Temporary Traffic Control zone pedestrian walkway shall be in compliance with [Subsection 150.01.E](#). Temporary Traffic Control devices and construction material shall not intrude into the usable width of the pedestrian walkway. Signs and other devices shall be placed such that they do not narrow or restrict any pedestrian passage to less than 48 inches.

A pedestrian walkway shall not be severed or relocated for non-construction activities such as parking for construction vehicles and equipment. Movement by construction vehicles and equipment across designated pedestrian walkways should be minimized. When necessary, construction activities shall be controlled by flaggers. Pedestrian walkways shall be kept free of mud, loose gravel or other debris.

When temporary covered walkways are used, they shall be lighted during nighttime hours. When temporary traffic barrier is used to separate pedestrian and vehicular traffic, the temporary barrier shall meet NCHRP-350 Test Level Three. The barrier ends shall be protected in accordance with Georgia Standard 4960. Curbing shall not be used as a substitute for temporary traffic barriers when temporary traffic barriers are required. Tape, rope or plastic chain strung between temporary traffic control devices are not considered as detectable and shall not be used as a control for pedestrian movements.

The WTCS shall inspect the activity area daily to ensure that effective pedestrian TTC is being maintained. The inspection of the TTC for pedestrian traffic shall be included as part of the TC-1 report.

1. Temporary Pedestrian Facilities

Temporary pedestrian facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. The geometry, alignment and construction of the facility should meet the applicable requirements of the "Americans with Disabilities Act Accessibility Guideline for Building 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.

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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 [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 of sufficient thickness and durability to withstand the intended use for the duration of the construction project. If concrete or asphalt is used as the surface course of 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 minimum thickness of four inches (4") for concrete and three inches (3") for asphalt. Joints formed in concrete sidewalks shall be in accordance with [Section 441](#). Concrete surfaces shall have a broom finish.

If plywood is used as a walkway, it must be a minimum of three quarters of an inch (3/4") thick pressure treated and supported with pressure treated longitudinal joists spaced a maximum of sixteen inches (16") on center. The plywood shall be secured to the joist with galvanized nails or galvanized deck screws. Nails and screws shall be countersunk to prevent snagging or tripping the pedestrians. A slip resistant friction course shall be applied to any plywood surface that is used as a walkway. Any slip resistant material used shall have the prior written approval of the engineer.

The contractor may propose alternate types of Temporary Walkways provided the contractor can document that the proposed walkway meets the requirements of the "Americans with Disabilities Accessibility Guidelines for Building and Facilities (ADAAG)". Alternate types of Temporary Walkways shall have the prior written approval of the engineer.

Temporary walkways shall be constructed and maintained so there are no abrupt changes in grade or terrain that could cause a tripping hazard or could be a barrier to wheelchair use. The contractor shall construct and maintain the walkway to ensure that joints in the walkway have a vertical difference in elevation of no more than one quarter (1/4") of an inch and that the horizontal joints have gaps no greater than one half (1/2") of an inch. The grade of the temporary walkway should parallel the grade of the existing walkway or roadway and the cross slope should be no greater than 2%.

A width of sixty (60") inches, if practical, should be provided throughout the entire length of any temporary walkway. The temporary walkway shall be a minimum width of forty eight inches (48"). When it is not possible to maintain a minimum width of sixty inches (60") throughout the entire length of temporary walkway, a sixty inch (60") by sixty inch (60") passing space should be provided at least every two hundred feet (200 ft.) to allow individuals in wheelchairs to pass.

Temporary walkways shall be constructed on firm subgrade. Compact the subgrade according to [Section 209](#). Furnish and install any needed temporary

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pipes prior to constructing any walkway to ensure positive drainage away from or beneath the temporary walkway. Once the walkway is no longer required, remove any temporary materials and restore the area to the original conditions or as shown in the plans.

b. Temporary Curb Cut Wheelchair Ramps

Temporary curb cut wheelchair ramps shall be constructed in accordance with [Section 441](#) and Detail A-3. Ramps shall also include a detectable warning surface in accordance with Detail A-4. Other types of materials 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 Building 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 on 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 the 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 Building and Facilities (ADAAG)”. The devices shall be installed in accordance with the manufacturer’s recommendations. Prior to installation, the contractor shall provide the engineer with a set of manufacturer’s drawings detailing the proper installation procedures for each device. When no longer required, the devices shall remain the property of the contractor.

L. TRAFFIC SIGNALS

If the sequence of operations, staging, or the temporary traffic control plan requires the relocation or shifting of any components of an existing traffic signal system then any work on these traffic signals will be considered as part of Lump Sum-Traffic Control. The contractor becomes responsible for the maintenance of these traffic signals from the time that the system is modified until final acceptance. The maintenance of traffic signals that are not a part of the work and are not in conflict with any portion of the work shall not be the responsibility of the contractor.

When construction operations necessitate an existing traffic signal to be out of service, the Contractor shall furnish off-duty police officers to regulate and maintain traffic control at the site. Off-duty police officers should be used to regulated and maintain traffic control at signal sites when lane closures or traffic shifts block or restrict movements causing interference with normal road user flows and will not allow the activated traffic signal to guide the traffic through the signal site.

M. REMOVAL/REINSTALLATION OF MISCELLANEOUS ITEMS

In the prosecution of the Work, if it becomes necessary to remove any existing signs, markers, guardrail, etc. not covered by specific pay item, they shall be removed, stored and reinstalled, when directed by the Engineer, to line and grade, and in the same condition as when removed.

N. SIGNALIZED INTERSECTIONS

Off duty police officers shall be used to regulate and maintain traffic control at functioning signalized intersections when lane closures or traffic shifts block or restrict movements causing interference with road user flows and will not allow the activated traffic signal to guide the traffic through the signal site. This work is considered incidental and shall be included in the overall price bid for traffic control.

150.03 SIGNS

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

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

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

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

Existing street name signs shall be maintained at street intersections.

B. CONFLICTING OR NON-APPLICABLE SIGNS

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

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

C. REMOVAL OF EXISTING SIGNS AND SUPPORTS

The Contractor shall not remove any existing signs and supports without prior approval from the Engineer. All existing signs and supports which are to be removed shall be

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stored and protected if this material will be required later in the work as part of the TTC plan. If the signs are not to be utilized in the work then the signs will become the property of the Contractor unless otherwise specified in the contract documents.

D. INTERIM GUIDE, WARNING AND REGULATORY SIGNS

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

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

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

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

Interim signs may be either English or metric dimensions.

E. EXISTING SPECIAL GUIDE SIGNS

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

1. Special Guide Signs

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

2. Interim Special Guide Signs

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

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

3. Interim Overhead Guide Sign Structures

Interim overhead special guide sign structures are not required to be lighted unless specifically required by the Plans. If lighting is required the sign shall be lighted as soon as erected and shall remain lighted, during the hours of darkness, until the interim sign is no longer required. The Contractor shall notify the Power Company at least thirty (30) days prior to desired connection to the power source.

4. Permanent Special Guide Signs

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

F. MATERIALS- INTERIM SIGNS

1. Posts

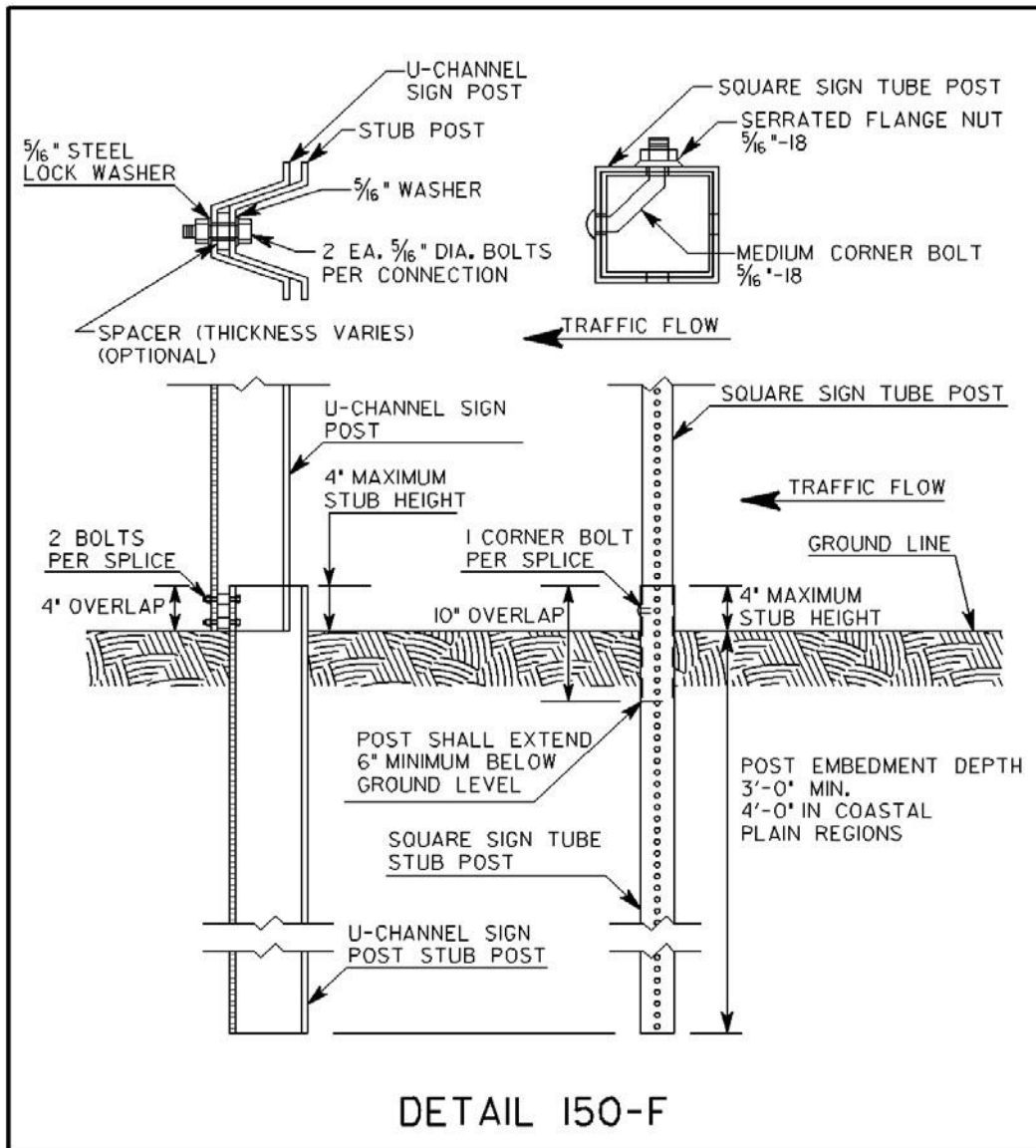
Permanent mounting height of seven (7') feet- Posts for all interim signs shall meet the requirements of Section 911 except that green or silver paint may be used in lieu of galvanization for steel posts or structural shape posts. Within the limits of a single project, all metal posts shall be the same color. Wood posts are not required to be pressure treated. Ground mounted sign(s) greater than nine (9) square feet shall be mounted on two posts.

Interim posts may be either metric or English in dimensions.

Posts for all interim signs shall be constructed to yield upon impact unless the posts are protected by guardrail, portable barrier, impact attenuator or other type of positive barrier protection. Unprotected posts shall meet the breakaway requirements of the "1994 AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaries and Traffic Signals". Unprotected interim posts shall be spliced as shown in [Detail 150-F](#) unless full length un-spliced posts are used.

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Unprotected post splices will not be permitted any higher than four inches above the ground line to lessen the possibility of affecting the undercarriage of a vehicle. Installation of posts may require establishment of openings in existing pavements, islands, shoulders etc.



2. Sign Blanks And Panels-Permanent mounting height of seven (7') feet-

All sign blanks and panels shall conform to [Section 912](#) of the Specifications except that blanks and panels may be ferrous based or other metal alloys. Type 1 and Type 2 sign blanks shall have a minimum thickness of 0.08 inches regardless

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of the sign type used. Alternative sign blank materials (composites, poly carbonates, fiberglass reinforced plastics, recycled plastics, etc.) shall have a letter of approval from the Office of Materials and Research for use as interim construction signs before these materials are allowed to be incorporated into the work unless these rigid sign blanks are currently approved as a crashworthy sign blank material under QPL 34. The back side of sign panels shall be painted orange to prevent rust if other metals are used in lieu of aluminum. Plywood blanks or panels will not be permitted. The use of flexible signs will not be permitted for permanent mount height signs.

Interim blanks and panels may be either metric or English in dimensions.

3. Portable Sign Mounting Devices, Portable Sign Blanks-

All portable sign mounting devices and sign blanks utilized in the work shall be NCHRP 350 Test Level III compliant. All portable sign mounting devices and sign blanks shall be from the Qualified Products List. Any sign or sign mounting device shall have an identifying decal, logo, or manufacturer's stamping that clearly identifies the device as NCHRP 350 compliant. The required decal, logo or manufacturer's stamping shall not be displayed on the message face of the sign. The Contractor may be required to provide certification from the Manufacturer as proof of NCHRP 350 compliance. All portable signs shall be mounted according to height requirements of [Subsection 150.03.D](#).

G. SIGN VISIBILITY AND OFFSETS

All existing, interim and new permanent signs shall be installed so as to be completely visible for an advance distance in compliance with the MUTCD. Any clearing required for maintaining the line of sight to existing, interim or permanent signs shall be done as part of the requirements of the TTC plan. The clearing shall include any advance warning signs, both interim and permanent, that are installed as a part of the work including advance warning signs that are installed outside the limits of the project. Any sign installed behind W-beam or T-beam guardrail with non-breakaway posts shall be installed with the leading edge of the sign a minimum of four feet and three inches (4'3") behind the face of the guardrail with five feet (5') of clearance being desirable. Limbs, brush, construction equipment and materials shall be kept clear of the driver's line of sight to all signs that are part of the TTC plan.

H. ADVANCE WARNING SIGNS:

1. All Type Of Highways

Advance warning signs shall be placed ahead of the work area in accordance with Part VI of the MUTCD and shall include a series of at least three advance road work (W20-1) signs placed at the termini of the project. The series shall have the legend ROAD WORK (1500 FEET, 1000 FEET, AND 500 FEET).

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

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

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

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

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

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

2. Interstate, Limited Access And Multilane Divided Highways

In addition to the W20-1 signs required at 500 ft., 1000 ft. and 1500 ft., multilane divided highways shall also have additional advanced warning signs installed with the legend "ROAD WORK (2 MILES, 1 MILE and 1/2 MILE)". All construction warning signs on divided highways shall be double indicated (i.e., on the left and right sides of the roadway.) If the use of the ½ mile, 1 mile and 2 mile advanced warning signs cause an overlap with other work or do not benefit field conditions then the Engineer may review the use of these signs and eliminate their installation. When the posted speed limit is 50 MPH or less, the ½ mile, 1 mile and 2 mile signs should be eliminated especially in urban areas.

The W20-1 advance warning signs for ROAD WORK 500 FEET; 1000 FEET; and 1500 FEET shall be temporarily covered when work involving the advanced warning signs for lane shifts and lane closures overlap these signs. The ROAD WORK ½ MILE, ROAD WORK 1 MILE, and ROAD WORK 2 MILES shall be in place when the 500, 1000 and 1500 foot signs are temporarily covered.

When the temporary traffic control zone already has advanced warning (W201) signs installed the W20-1 signs required for lane closures under Standard 9106 should be eliminated.

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

When work is restricted to ramp reconstruction or widening activities, the advance warning signs on the mainline section of the limited access highway shall be limited to the use of portable advance warning signs. These portable advance warning

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signs shall only be utilized when work activity is within the gore point of the ramp and the mainline traveled way or work is active in the accel/decel lane adjacent to the mainline traveled way. Portable advance warning signs (W20-1; 1500ft./1000 ft./500ft.) shall be installed on the traveled way of the limited access highway when the above conditions are present. The advance warning signs shall be installed only in one direction where work is active. All portable signs shall be double indicated. When work is not active, the ramp work shall be advanced warned by the use of a single 48 inch X 48 inch "RAMP WORK AHEAD" sign along the right shoulder of the mainline traveled way prior to the beginning of the taper for the decel lane. The "RAMP WORK AHEAD" sign shall be mounted at seven (7') feet in height.

Differences in elevation shall be in compliance with the requirements of [Subsection 150.06](#) prior to the removal of the portable (W20-1) advanced warning signs from the mainline.

The G20-1 sign shall be eliminated on limited access highways when the work involves only ramp work, bridge reconstruction, bridge painting, bridge joint repairs, guardrail and anchor replacement or other site specific work which is confined to a short section of limited access highway.

I. PORTABLE CHANGEABLE MESSAGE SIGN

Unless specified as a paid item in the contract the use of a portable changeable message sign will not be required. When specified, a portable changeable message sign (PCMS) shall meet the minimum requirements of [Section 632](#) and the MUTCD. The maximum amount of messages allowed to be flashed on one PCMS is two phases (flashes). The language and the timing of the messages shall comply with the MUTCD and [Section 632](#).

When used as an advanced device the PCMS should typically be placed ahead of the construction activities. If the PCMS is used as a substitute for another device then the requirements for the other device apply.

J. FLASHING BEACON

The flashing beacon assembly, when specified, shall be used in conjunction with construction warning signs, regulatory, or guide signs to inform traffic of special road conditions which require additional driver attention. The flashing beacon assembly shall be installed in accordance with the requirements of [Section 647](#).

K. RUMBLE STRIP SIGNAGE

Signage for rumble strips located in the travelway shall be as required in [Subsection 150.01.C](#) and [Subsection 150.02.A.9](#).

L. LOW/SOFT SHOULDER SIGNAGE

Low or soft shoulder signs shall be utilized in accordance with the following conditions:

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CONSTRUCTION/RECONSTRUCTION PROJECTS:

“LOW/SOFT SHOULDER” signs shall be erected when a difference in elevation exceeds one (1”) inch but does not exceed three (3”) inches between the travelway and any type of shoulder unless the difference in elevation is four (4’) feet or greater from the edge of the traveled way.

The spacing of the signs shall not exceed one (1) mile and the signs shall be placed immediately past each crossroad intersection. The “Low/Soft” signs shall remain in place until the difference in elevation is eliminated and the shoulder has been dressed and permanently grassed for a minimum of thirty (30) calendar days. These signs shall be furnished, installed, maintained and removed by the Contractor as part of Traffic Control-Lump Sum. These signs shall be orange with black borders and meet the reflectorization requirements of [Subsection 150.01.D](#).

“SHOULDER DROP-OFF” (W8-9a) signs shall be used when a difference in elevation, less than four (4’) feet from the traveled way, exceeds three (3”) inches and is not protected by positive barrier protection. These warning signs shall be placed in advance of the drop-off. For a continuous drop-off condition, the (W8-9a) signs shall, as a minimum, be spaced in accordance with the above requirements for “Low/soft shoulder” signs.

PROJECTS CONSISTING PRIMARILY OF ASPHALTIC CONCRETE RESURFACING ITEMS:

“LOW/SOFT SHOULDER” signs shall be erected when a difference in elevation exceeds one (1”) inch but does not exceed three (3”) inches between the travelway and any type of shoulder unless the difference in elevation is four (4’) feet or greater from the edge of the traveled way.

SHOULDER BUILDING INCLUDED IN THE CONTRACT: “Low/Soft Shoulder” signs shall be erected as per the requirement of Standards 9102, 9106, and 9107. “Shoulder Drop-off” signs (W8-9a) shall be erected as per the requirements of the MUTCD. These signs shall be maintained until the conditions requiring their installation have been eliminated. The Contractor shall remove all interim warning signs before final acceptance.

SHOULDER BUILDING NOT INCLUDED IN THE CONTRACT: The Department will furnish the “Low/Soft Shoulder” signs, “Shoulder Drop-off” signs and the posts. The signs shall be erected to meet the minimum requirements of [Subsection 150.03](#). The Contractor shall include the cost of furnishing installation hardware (bolts, nuts, and washers), erection and maintenance of the signs in the bid price for Traffic Control-Lump Sum. The Contractor shall maintain the signs until final acceptance. The Department will remove the signs.

LAU/LAR PROJECTS SHOULDER BUILDING NOT INCLUDED IN THE CONTRACT: The Contractor will furnish, install and maintain LOW/SOFT SHOULDER signs (yellow with black borders, ASTM Type III or IV) at the appropriate spacing, until Final Acceptance of the project by the Department. After Final Acceptance by the Department the signs will become the property and responsibility of the local government.

M. BUMP SIGNAGE:

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MULTI-LANE DIVIDED HIGHWAYS: A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation of three quarters (3/4") of an inch or greater in depth with no horizontal taper to ramp the traffic from one elevation to the other. This condition typically occurs at approach slabs during pavement milling operations and at transverse joints in asphaltic pavement lifts.

TWO-LANE TWO-WAY HIGHWAYS: A bump sign (W8-1) shall be utilized when a transverse joint in the pavement structure has a vertical difference in elevation that exceeds one and three quarters (1-3/4") inches in depth with no horizontal taper to ramp the traffic from one elevation to the other. This includes utility and storm drainage repairs that require concrete placement for patching and/or steel plating.

The (W8-1) sign shall be placed sufficiently in advance to warn the motorist of the condition.

N. PEDESTRIAN SIGNAGE:

Appropriate signs as described in the MUTCD shall be maintained to allow safe passage of pedestrian traffic or to advise pedestrians of walkway closures (Refer to MUTCD Figures TA-28 and TA-29 for guidance). Advance closure signing should be placed at intersections rather than midblock locations so that pedestrians are not confronted with midblock work sites that will induce them to attempt skirting the work site or making a midblock crossing. Signs and other devices mounted lower than seven (7) feet above the temporary pedestrian walkway shall not project more than four (4) inches into the accessible pedestrian facilities. Signs and other devices shall be placed such that they do not narrow any pedestrian passage to less than 48 inches.

150.04 PAVEMENT MARKINGS**A. GENERAL**

Full pattern pavement markings in accordance with [Section 652](#) and in conformance with Section 3A and 3B, except 3B.02, of the MUTCD are required on all courses before the roadway is opened to traffic. No passing zones shall be marked to conform to [Subsection 150.04.E](#). During construction and maintenance activities on all highways open to traffic, both existing markings and markings applied under this Section shall be fully maintained until Final Acceptance. If the pavement markings are, or become, unsatisfactory in the judgment of the Engineer due to wear, weathering, or construction activities, they shall be restored immediately.

1. Resurfacing Projects

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

2. Widening And Reconstruction Projects

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

3. New Location Construction Projects

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Pavement marking plans will be provided.

B. MATERIALS

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

C. INSTALLATION AND REMOVAL OF PAVEMENT MARKINGS:

INSTALLATION: All pavement markings, both interim and permanent, shall be applied to a clean surface. The Contractor shall furnish the layout and pre-line the roadway surface for the placement of pavement markings applied as part of the temporary traffic control plan. All interim marking tape and RPM's on the final surface shall be removed prior to the placement of the final markings.

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

REMOVAL: Markings no longer applicable shall be removed in accordance with [Subsection 656.3.05](#).

THE ELIMINATION OF CONFLICTING PAVEMENT MARKINGS BY OVERPAINTING WITH UNAPPROVED PAINT OR ANY TYPE OF LIQUID ASPHALT IS NOT ACCEPTABLE.

INTERMEDIATE SURFACE: Interim markings shall be removed by methods that will cause minimal damage to the pavement surface while also ensuring that traveling public will not be confused or misdirected by any residual markings remaining on the intermediate surface. The use of approved black-out tape and black-out paint (manufactured for the sole purpose of covering existing pavement markings) may be permitted on some interim surfaces, provided the results are satisfactory to the Engineer.

FINAL SURFACE: No interim paint or thermoplastic markings will be permitted on any final surface unless the interim markings are in alignment with the location of the permanent markings and the interim marking will not interfere or adversely affect placement of the permanent markings. The proposed method of removal for layout errors that require markings to be removed from the final surface shall have the prior approval of the Engineer. Any damage to the final pavement surface caused by the pavement marking removal process shall be repaired at the Contractor's expense by methods acceptable and approved by the Engineer. [Subsection 400.3.06.C](#) shall apply when corrective measures are required. The use of black-out tape or blackout paint will not be permitted under any circumstance to correct layout errors on any final surface.

Traffic shifts that are done on the final surface shall be accomplished using interim traffic marking tape that can be removed without any blemishing of the final surface. Interim traffic marking tape shall be used on any of the following final surfaces; asphaltic concrete, Portland cement concrete, and bridge deck surfaces. The contractor may

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propose alternate traffic markings and removal methods on the final surface. Submitted proposals shall include the type of material, method of removal and a cost comparison to the traffic marking tape method. Prior to any approval, the contractor shall field demonstrate to the satisfaction of the Engineer that the proposed traffic markings can be removed without any blemishing of the final surface. If the proposal is determined to be acceptable, a supplemental agreement will be executed prior to the installation of the proposed alternate traffic markings. The supplemental agreement shall denote the type of traffic marking materials, method of removal and any cost and/or time savings to the Department. The Department will not consider or participate in any cost increase that may result from implementing the proposed alternate method.

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

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

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

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

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

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

D. RAISED PAVEMENT MARKERS

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

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

1. Interstate Highways

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

2. Multi-Lane Divided Highways

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

a. SUPPLEMENTING LANE LINES

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

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

20 foot centers on curves over six degrees.

20 foot centers on lane transitions or shifts.

b. SUPPLEMENTING RAMP GORE LINES

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

c. OTHER LINES

As shown on the plans or directed by the Engineer.

3. Other Highways

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

a. SUPPLEMENTING LANE LINES AND SOLID LINES

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

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

b. SUPPLEMENTING DOUBLE SOLID LINES

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

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

E. EXCEPTIONS FOR INTERIM MARKINGS

Some exceptions to the time of placement and pattern of markings are permitted as noted below; however, full pattern pavement markings are required for the completed project.

1. Two-Lane, Two-Way Roadways

a. SKIP LINES

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

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

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

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

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

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

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

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

c. EDGELINES**1) Bituminous Surface Treatment Paving**

Edgelines will not be required on intermediate surfaces (including asphaltic concrete leveling for bituminous surface treatment paving) that are in use for a period of less than 60 calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edgelines shall be placed within 30 calendar days of the time that the final surface was placed.

2) All Other Types of Pavement

Edgelines will not be required on intermediate surfaces that are in use for a period of less than 30 calendar days except at bridge approaches, on lane transitions, lane shifts, and in such other areas as determined by the Engineer. On the final surface, edgelines shall be placed within 14 calendar days of the time that the surface was placed.

2. Multi-Lane Highways – With No Paved Shoulder(S) Or Paved Shoulder(S) Four Feet Or Less

a. UNDIVIDED HIGHWAYS (INCLUDES PAVED CENTER TURN LANE)

- 1) Centerlines and No-Passing Barrier-Full Pattern centerlines and nopassing barriers shall be restored before opening to traffic.
- 2) Lanelines- Interim skip (broken) stripe as described in [Subsection 150.04E.1.a.](#) may be used for periods not to exceed three calendar days. Skiplines are not permitted in lane shift areas. Solid lines shall be used.
- 3) Edgelines- Edgelines shall be placed on intermediate and final surfaces within three calendar days of obliteration.

b. DIVIDED HIGHWAYS (GRASS OR RAISED MEDIAN)

- 1) Lanelines- Full pattern skip stripe shall be restored before opening to traffic. Skip lines are not permitted in lane shift areas. Solid lines shall be required.

- 2) Centerline/Edgeline- Solid lines shall be placed on intermediate and final surfaces within three calendar days of obliteration.

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

- a. Same as [Subsection 150.04.E.2](#) except as noted in (b) below.
- b. EDGELINES-
 - 1) Asphaltic Concrete Pavement- Edgelines shall be placed on intermediate and final surfaces prior to opening to traffic.
 - 2) Portland Cement Concrete Pavement- Edgelines shall be placed on any surface open to traffic no later than one calendar day after work is completed on a section of roadway. All water and residue shall be removed prior to daily striping.

4. Ramps For Multi-Lane Divided Highways

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

5. Miscellaneous Pavement Markings

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

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

F. MOBILE OPERATIONS

When pavement markings (centerlines, lane lines, and edgelines) are applied in a continuous operation by moving vehicles and equipment, the following minimum equipment and warning devices shall be required. These devices and equipment are in addition to the minimum requirements of the MUTCD.

1. All Roadways

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All vehicles shall be equipped with the official slow moving vehicle symbol sign. All vehicles shall have a minimum of two flashing or rotating beacons visible in all directions. All protection vehicles shall have an arrow panel mounted on the rear. All vehicles requiring an arrow panel shall have, as a minimum, a Type B panel. All vehicle mounted signs shall be mounted with the bottom of the sign a minimum height of forty-eight inches (48") above the pavement. All sign legends shall be covered or removed from view when work is not in progress.

2. Two-Lane Two-Way Roadways

- a. Lead Vehicles
The lead vehicle may be a separate vehicle or the work vehicle applying the pavement markings may be used as the lead vehicle. The lead vehicle shall have an arrow panel mounted so that the panel is easily visible to oncoming (approaching) traffic. The arrow panel should typically operate in the caution mode.
- b. Work Vehicles
The work vehicle(s) applying markings shall have an arrow panel mounted on the rear. The arrow panel should typically operate in the caution mode. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings.
- c. Protection Vehicles
A protection vehicle may follow the cone work vehicle when the cones are being placed and may follow when the cones are being removed.

3. MULTI-LANE ROADWAYS

A lead vehicle may be used but is not required. The work vehicle placing cones shall follow directly behind the work vehicle applying the markings. A protection vehicle that does not function as a work vehicle should follow the cone work vehicle when traffic cones are being placed. A protection vehicle should follow the cone work vehicle when the cones are being removed from the roadway. Protection vehicles shall display a sign on the rear of the vehicle with the legend PASS ON LEFT(RIGHT).

INTERSTATES AND LIMITED ACCESS ROADWAYS: A protection vehicle shall follow the last work vehicle at all times and shall be equipped with a truck mounted attenuator that is certified for impacts not less than 62 mph in accordance with NCHRP350 Test Level Three (3).

150.05 CHANNELIZATION

A. GENERAL

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

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All Channelization Devices utilized on any project shall be NCHRP 350 compliant. Any device used on the Work shall be from the Qualified Products List. All devices utilized on the work shall have a decal, logo, or manufacturer's stamping that clearly identifies the device as NCHRP 350 compliant. The Contractor may be required to furnish certification from the Manufacturer for any device to prove NCHRP 350 compliance.

1. Types of Devices Permitted for Channelization in Construction Work Zones:

a. DRUMS:

- 1) DESIGN: Drums shall meet the minimum requirement of the MUTCD and shall be reflectorized as required in [Subsection 150.01.D](#). The upper edge of the top reflectorized stripe on the drum shall be located a minimum of 33 inches above the surface of the roadway. A minimum drum diameter of 18 inches shall be maintained for a minimum of 34 inches above the roadway.
- 2) APPLICATION: Drums shall be used as the required channelizing device to delineate the full length of a lane closure, shift, or encroachment, except as modified by this Subsection.
- 3) TRANSITION TAPERS FOR LANE CLOSURES: Drums shall be used on all transition tapers. The minimum length for a merging taper for a lane closure on the travelway shall be as shown in Table 150-1:

TABLE 150-1

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

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

The length of shifting tapers should be at least $\frac{1}{2}$ L.

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

Night time conditions: When a merge taper exists into the night all drums located in the taper shall have, for the length of the taper only, a six (6") inch fluorescent orange (ASTM Type VI, VII, VIII, IX or X) reflectorized top stripe on each drum. The top six-inch stripe may be temporarily attached to the drum while in use in a taper. The Engineer may allow the fluorescent orange reflectorized six (6") inch top stripe on each drum in a merging taper to remain in place during daylight hours provided there is a lane closure(s) with a continuous operation that begins during one nighttime period and ends during another nighttime period. All drums that have the six-inch top stripe permanently attached shall not be used for any other conditions.

Multiple Lane Closures:

(a) A maximum of one lane at a time shall be closed with each merge taper.

(b) A minimum tangent length of 2 L shall be installed between each individual lane closure taper.

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

(a) 40 FOOT SPACING MAXIMUM

(1) For difference in elevation exceeding two inches.

(2) For healed sections no steeper than 4:1 as shown in [Subsection 150.06, Detail 150-E](#).

(b) 80 FOOT SPACING MAXIMUM

(1) For difference in elevation of two inches or less.

(2) Flush areas where equipment or workers are within ten feet of the travel lane.

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

(1) For paved areas eight feet or greater in width that are paved flush with a standard width travel lane.

(2) For disturbed shoulder areas not completed to typical section that are flush to the travel lane and considered a usable shoulder.

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

b. VERTICAL PANELS

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

c. CONES

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

d. BARRICADES

DESIGN: Type III barricades shall meet the minimum requirements of the MUTCD and shall be reflectorized as required in [Subsection 150.01.D](#). The Contractor has the option of choosing Type III barricades from the Qualified Products List or the Contractor may utilize generic barricades that are approved by the Federal Highway Administration (FHWA). When barricades have been specifically crash tested with signs attached, the contractor has the responsibility to attach the signs as per the manufacturer's recommendations to ensure crashworthiness. If signs are attached to generic barricades or to barricades from the Qualified Products List (QPL) that have not been crash tested with signs attached then the responsibility for crashworthiness and the liability for mounting these signs to the barricades are assumed by the Contractor and the Contractor shall certify that the barricades are crashworthy under FHWA workzone guidelines for NCHRP 350 crashworthy compliance. Any generic barricades used in the work shall be stamped or stenciled to show compliance with NCHRP 350. The use of Type I and Type II barricades will not be permitted.

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

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

e. WARNING LIGHTS:

1) DESIGN: All warning lights shall meet the requirements of the MUTCD.

2) APPLICATION

(a) Type A low-intensity flashing lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Flashing lights are not required for advance warning signs in [Subsection 150.03.H](#).

(b) Type C Steady-Burn lights shall be used as shown in the Plans, the Standards, and as directed by the Engineer. Steady-burn lights are not required on drums for merging tapers that exist into the night.

f. TEMPORARY BARRIERS

1) DESIGN: Temporary barriers shall meet the requirements of Sections 620.

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

The reflectors shall be 100 square inches (ASTM Type VII or VIII) reflective sheeting mounted on flat-sheet blanks. The reflectors shall be mounted approximately two inches above the top of the barrier. The reflectors shall be attached to the barrier with adhesive or by a drilled-in anchor type device. The reflectors shall not be attached to a post or board that is placed between the gap in the barrier sections.

Approach end of Temporary barrier shall be flared or protected by an impact attenuator (crash cushion) or other approved treatment in accordance with Construction Details/Standards and Standard Specifications.

On interstate or other controlled access highways where lane shifts or crossovers cause opposing traffic to be separated by less than 40 ft., portable barrier shall be used as a separator.

B. PORTABLE IMPACT ATTENUATORS:

1. DESCRIPTION

This work consists of the furnishing (including spare parts), installation, maintenance, relocation, reuse as required, and removal of Portable Impact Attenuator Units/Arrays.

2. MATERIALS

Materials used in the Attenuator shall meet the requirements of [Section 648](#) for Portable Impact Attenuators.

3. CONSTRUCTION

Portable Impact Attenuator Unit/Arrays installation shall conform to the requirements of [Section 648](#), Manufacturer's recommendations and Georgia Standard 4960 and shall be installed at locations designated by the Engineer, and/or as shown on the plans.

C. TEMPORARY GUARDRAIL ANCHORAGE- Type 12:

1. DESCRIPTION

This work consists of the furnishing, installation, maintenance and removal or Temporary Guardrail Anchorage- Type 12 used for Portable Barrier or temporary guardrail end treatment.

2. MATERIALS

Materials used in the Temporary Guardrail Anchorage- Type 12 shall meet the requirements of [Subsection 641.2](#) of the Specifications and current Georgia Standards and may be new or used. Materials salvaged from the Project which meet the requirements of Standards may be utilized if available. The use of any salvaged materials will require prior approval of the Engineer.

3. CONSTRUCTION

Installation of the Temporary Guardrail Anchorage- Type 12 shall conform to the requirements of the Plans, current Georgia Standards and [Subsection 641.3](#) of the Specifications. Installation shall also include sufficient additional guardrail and appurtenances to effect the transition and connection to Temporary Concrete Barrier as required by the details in Georgia Standard 4960.

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

Any type of work such as paving, grinding, trenching, or excavation that creates a difference in elevation between travel lanes or between the travelway and the shoulder shall not begin

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until the Contractor is prepared and able to continuously place the required typical section to within two inches (2") of the existing pavement elevation. For any areas that the two inches minimum difference in elevation cannot be accomplished the section shall be healed as shown in [Detail 150-E](#). If crushed stone materials are used to provide a healed section no separate payment will be made for the material used to heal any section. The Contractor may submit a plan to utilize existing pay items for crushed stone provided the plan clearly demonstrates that the materials used to heal an area will be incorporated into the work with minimal waste. Handling and hauling of any crushed stone used to heal shall be kept to a minimum. The Engineer shall determine if the crushed stone used to heal meets the specifications for gradation and quality when the material is placed in the final location.

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

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

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

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

GENERAL/TIME RESTRICTIONS:**A. STONE BASES, SOIL AGGREGATE BASE AND SOIL BASES****1. All Highways**

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

2. LIMITED ACCESS HIGHWAY RAMPS (INTERSTATES):

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

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Section 150.06.F. After fourteen (14) calendar days the section shall be healed as required for all other highways. This area will be allowed in addition to the 1000 feet allowed for all other highways.

B. ASPHALT BASES, BINDERS AND TOPPING

1. DIFFERENCES IN ELEVATION BETWEEN THE SURFACES OF ADJACENT TRAVELWAYS

Travel lanes shall be paved with a plan that minimizes any difference in elevation between adjacent travel lanes. The following limitations will be required on all work:

- a. Differences of two inches (2") or less may remain for a maximum period of fourteen (14) calendar days.
- b. Differences of greater than two inches (2") shall be permitted for continuous operations only.

EMERGENCY SITUATIONS: Inclement weather, traffic accidents, and other events beyond the control of the Contractor may prevent the work from being completed as required above. The Contractor shall notify the Engineer in writing stating the conditions and reasons that have prevented the Contractor from complying with the time limitations. The Contractor shall also outline a plan detailing immediate steps to complete the work. Failure to correct these conditions on the first calendar day that conditions will allow corrective work shall be considered as non-performance of Work under [Subsection 150.08](#).

2. Differences in Elevation Between Asphalt Travelway and Paved Shoulders

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

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

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

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

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

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

C. PORTLAND CEMENT CONCRETE

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

1. Cement Stabilized Base

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

2. Asphaltic Concrete Base

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

3. Concrete Paved Shoulders

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

4. Asphaltic Concrete Shoulders

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

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

D. MISCELLANEOUS ELEVATION DIFFERENTIALS FOR EXCAVATIONS

ADJACENT TO THE TRAVELWAY

Drainage structures, utility facilities, or any other work which results in a difference in elevation adjacent to the travelway shall be planned and coordinated to be performed in such a manner to minimize the time traffic is exposed to this condition. The excavation should be back filled to the minimum requirements of [Detail 150-E](#) as soon as practical. Stage construction such as plating or backfilling the incomplete work may be required. The difference in elevation shall not be allowed to exist for more than five (5) calendar days under any circumstances. Failure to correct this condition shall be considered as nonperformance of Work under [Subsection 150.08](#).

E. CONDUIT INSTALLATION IN PAVED AND DIRT SHOULDERS

The installation of conduit and conduit systems along the shoulders of a traveled way shall be planned and installed in a manner to minimize the length of time that traffic is exposed to a difference in elevation condition. The following restrictions and limitations shall apply:

1. Differences in Elevation of Two (2") Inches or Less

The shoulder may remain open when workers are not present. When workers are present the shoulder shall be closed and the channelization devices shall meet the requirements of [Subsection 150.05](#). The difference in elevation on the shoulder shall remain for a maximum period of fourteen (14) calendar days.

2. Differences in Elevation Greater Than Two (2") Inches

The shoulder shall be closed. The shoulder closure shall not exceed twenty-four (24) hours in duration unless the Special Conditions in Subsection 150.11 modifies this restriction or the Engineer allows the work to be considered as a continuous operation.

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

F. MODIFICATIONS TO TIME RESTRICTIONS

The Contractor may propose any alternate temporary traffic control plan that utilizes a portion of the travel lane as a "buffer space". This buffer space may allow for an enhanced work area that will allow for the placement of materials to proceed at a pace that could not be achieved with the time restriction requirements outlined in [Section 150.06.A](#), [150.06.B](#), and [150.06.C](#). The Contractor may propose modified time restrictions based on the use of the buffer space. Any proposed modifications in the time duration allowed for the differences in elevations to exist shall be reviewed by the Engineer as a component of the overall TTC plan. No modifications shall be made until the proposed plan is accepted by the Engineer. The Engineer shall have no obligation to consider any proposal which results in an increase in cost to the Department.

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For the travel lane described in each of the [details 150-B](#), [150-C](#), [150-D](#) and [150-E](#) it is presumed that the pavement marking edgeline (yellow or white solid stripe) is located at the very edge of the travel lane surface. A buffer space (temporary paved shoulder) that utilizes a portion of the travel lane should be six (6') feet in width desirable but shall not be less than four (4') feet in width. Any remaining travel lane(s) shall not be less than ten (10') feet in width. Modifications to drum spacing shown in the details above will not be allowed.

If the proposed shifting of the traffic to obtain a buffer space and maintain a minimum travel lane(s) of ten (10') feet requires the use of any existing paved shoulders then the cost of maintenance and repair of the existing paved shoulder(s) shall be the responsibility of the Contractor. The Contractor is responsible for the costs of maintenance and repairs even if the existing paved shoulder(s) is to be removed in a later stage of the work. Existing shoulders that have rumble strips shall have the rumble strips removed before the shoulder can be utilized as part of the travel lane. The cost of the removal of the rumble strips shall be done at no cost to the Department even if the shoulder is to be removed in a later stage of the work.

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

G. ASPHALTIC CONCRETE RESURFACING PROJECTS

SHOULDER CONSTRUCTION INCLUDED AS A PART OF THE CONTRACT: When the placement of asphaltic concrete materials creates a difference in elevation greater than two (2") inches between the earth shoulder (grassed or un-grassed) and the edge of travelway or between the earth shoulder and a paved shoulder that is less than four (4') feet in width, the Contractor shall place and maintain drums in accordance with the requirements of [Subsection 150.05A.1.a.4](#)). When the edge of the paved surface is tapered with a 30-45 degree wedge, drums may be spaced at 2.0 times the speed limit in MPH. Drums shall remain in place and be maintained until the difference in elevation has been eliminated by the placement of the appropriate shoulder materials.

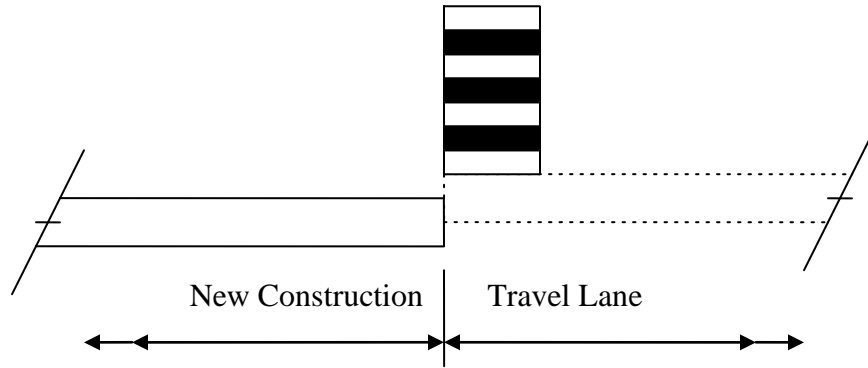
SHOULDER CONSTRUCTION NOT INCLUDED AS A PART OF THE CONTRACT: When the placement of asphaltic concrete materials creates a difference in elevation greater than two (2") inches between the earth shoulder (grassed or un-grassed) and the edge of travelway or between the earth shoulder and a paved shoulder that is less than four (4') feet in width, the Contractor shall notify the Engineer, in writing, when the resurfacing work including all punchlist items has been completed.

See [Subsection 150.03.L](#) for the requirements for "LOW/SOFT SHOULDERS" and "SHOULDER DROP-OFF" signage.

Location of drums when Elevation Difference exceeds 4 inches. Drums spaced at 20 foot intervals.	
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Note: If the travel way width is reduced to less than 10 feet by the use of drums, vertical panels shall be used in lieu of drums.	
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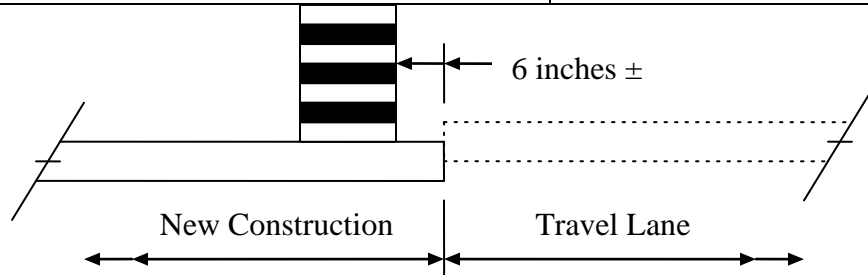
DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY



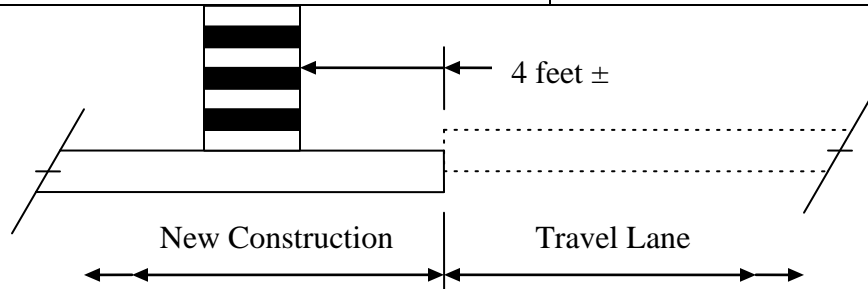
ELEVATION DIFFERENCE GREATER THAN 4 INCHES

DETAIL 150-B

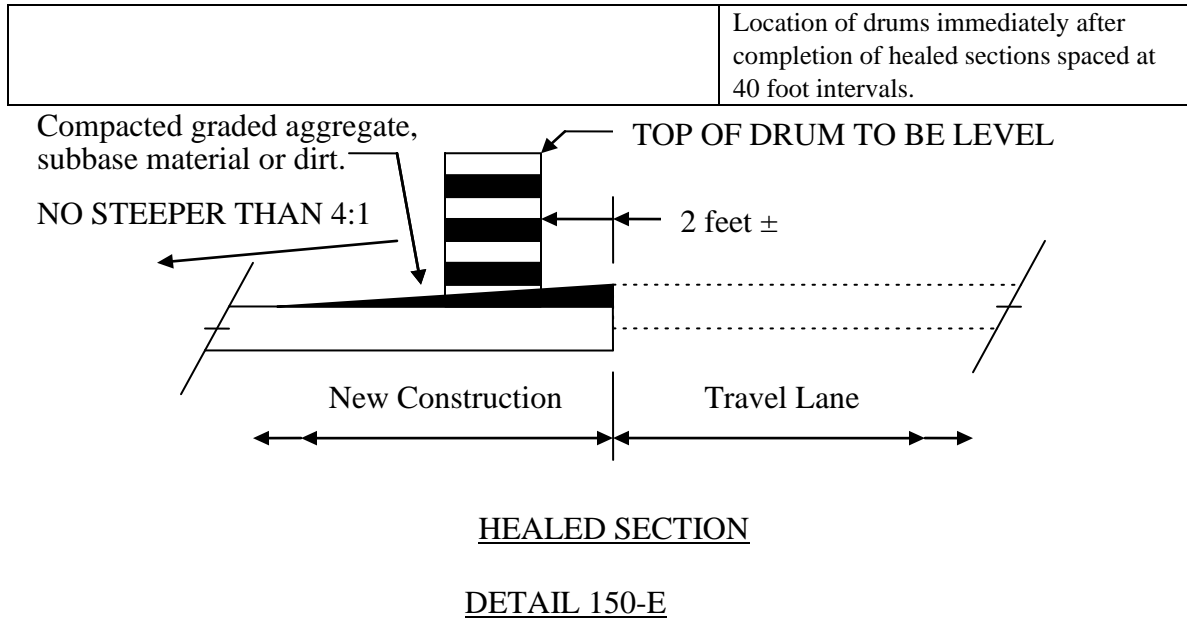
Drums spaced at 40 foot intervals.	Location of drums when Elevation Difference is 2+ inches to 4 inches.
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ELEVATION DIFFERENCE 2+ to 4 inchesDETAIL 150-C

Drums spaced at 80 foot intervals.	Location of drums when Elevation Difference is 2 inches or less.
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ELEVATION DIFFERENCE OF 2 INCHES OR LESSDETAIL 150-D

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

**150.07 FLAGGING AND PILOT CARS:****A. FLAGGERS**

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

B. FLAGGER CERTIFICATION

All flaggers shall meet the requirements of the MUTCD and shall have received training and a certificate upon completion of the training from one of the following organizations:

National Safety Council
 Southern Safety Services
 Construction Safety Consultants
 Ivey Consultants
 American Traffic Safety Services Association (ATSSA)

Certifications from other agencies will be accepted only if their training program has been approved by any one of the organizations listed above.

Failure to provide certified flaggers as required above shall be reason for the Engineer suspending work involving the flagger(s) until the Contractor provides the certified flagger(s). Flaggers shall have proof of certification and valid identification (photo I.D.) available any time they are performing flagger duties.

C. FLAGGER APPEARANCE AND EQUIPMENT

Flaggers shall wear high-visibility clothing in compliance with [Subsection 150.01.A](#). The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI standard. The retro-reflective material shall orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of one thousand (1000) feet. The retro-reflective safety apparel shall be designed to clearly identify the wearer as a person. They shall use a Stop/Slow paddle meeting the requirements of the MUTCD for controlling traffic. The Stop/Slow paddles shall have a shaft length of seven (7) feet minimum. The Stop/Slow paddle shall be retro-reflectorized for both day and night usage. In addition to the Stop/Slow paddle, a flagger may use a flag as an additional device to attract attention. This flag shall meet the minimum requirements of the MUTCD. The flag shall, as a minimum, be 24 inches square and red or red/orange in color. For night work, the vest shall have reflectorized stripes which meet the requirements of the MUTCD.

D. FLAGGER WARNING SIGNS

Signs for flagger traffic control shall be placed in advance of the flagging operation in accordance with the MUTCD. In addition to the signs required by the MUTCD, signs at regular intervals, warning of the presence of the flagger shall be placed beyond the point where traffic can reasonably be expected to stop under the most severe conditions for that day's work.

E. PILOT VEHICLE REQUIREMENTS

Pilot vehicles will be required during placement of bituminous surface treatment or asphaltic concrete on two-lane roadways unless otherwise specified. Pilot vehicles shall meet the requirements of the MUTCD.

F. PORTABLE TEMPORARY TRAFFIC CONTROL SIGNALS

The Contractor may request, in writing, the substitution of portable temporary traffic control signals for flaggers on two-lane two-way roadways provided the temporary signals meets the requirements of the MUTCD, [Section 647](#), and [Subsection 150.02.A.8](#). As a part of this request, the Contractor shall also submit an alternate temporary traffic control plan in the event of a failure of the signals. Any alternate plan that requires the use of flaggers shall include the use of certified flaggers. The Contractor shall obtain the approval of the Engineer before the use of any portable temporary traffic control signals will be permitted.

150.08 ENFORCEMENT

The safe passage of pedestrians and traffic through and around the temporary traffic control zone, while minimizing confusion and disruption to traffic flow, shall have priority over all other Contractor activities. Continued failure of the Contractor to comply with the

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

requirements of Section 150 (TRAFFIC CONTROL) will result in non-refundable deductions of monies from the Contract as shown in this Subsection for nonperformance of Work.

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

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

150.09 MEASUREMENT

A. TRAFFIC CONTROL

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

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

When no payment item for Traffic Control-Lump Sum is shown in the Proposal, all of the requirements of Section 150 and the Temporary Traffic Control Plan shall be in full force and effect. The cost of complying with these requirements will not be paid for separately, but shall be included in the overall bid submittal.

B. SIGNS

When shown as a pay item in the contract, interim special guide signs will be paid for as listed below. All other regulatory, warning, and guide signs, as required by the Contract, will be paid for under Traffic Control Lump Sum or included in the overall bid submittal.

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,

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

maintaining, removing, re-erecting, and final removal from the Project. Payment will be made only one time regardless of the number of moves required.

2. Remove and reset existing special guide signs, ground mount or overhead, complete, in place, will be measured for payment per each. Payment will be made only one time regardless of the number of moves required.
3. Modify special guide signs, ground mount or overhead, will be measured for payment by the square foot. The area measured shall include only that portion of the sign modified. Payment shall include materials, removal from posts or supports when necessary, and remounting as required.

C. TEMPORARY BARRIER

Temporary Barrier shall be measured as specified in [Section 620](#).

D. CHANGEABLE MESSAGE SIGN, PORTABLE

Changeable Message Sign, Portable will be measured as specified in [Section 632](#).

E. TEMPORARY GUARDRAIL ANCHORAGE, Type 12

Temporary Guardrail Anchorage- Type 12 will be measured by each assembly, complete in place and accepted according to the details shown in the plans, which shall also include the additional guardrail and appurtenances necessary for transition and connection to Temporary Concrete Barrier. Payment shall include all necessary materials, equipment, labor, site preparation, maintenance and removal.

F. TRAFFIC SIGNAL INSTALLATION- TEMPORARY

Traffic Signal Installation- Temporary will be measured as specified in [Section 647](#).

G. FLASHING BEACON ASSEMBLY

Flashing Beacon Assemblies will be measured as specified in [Section 647](#).

H. PORTABLE IMPACT ATTENUATORS

Each Portable Impact Attenuator will be measured by the unit/array which shall include all material components, hardware, incidentals, labor, site preparation, and maintenance, including spare parts recommended by the manufacturer for repairing accident damage. Each unit will be measured only once regardless of the number of locations installed, moves required, or number of repairs necessary because of traffic damage. Upon completion of the project, the units shall be removed and retained by the Contractor.

I. PAVEMENT MARKINGS

Pavement markings will be measured as specified in Section 150.

J. TEMPORARY WALKWAYS WITH DETECTABLE EDGING

Temporary walkways with detectable edging will be measured in linear feet (meters), complete in place and accepted, which shall include all necessary materials, equipment, labor, site preparation, temporary pipes, passing spaces, maintenance and removal. Excavation and backfill are not measured separately for payment. No payment will be made for temporary walkways where existing pavements or existing edging (the meets the requirements of MUTCD) are utilized for the temporary walkway. Payment for temporary detectable edging, including approved barriers and channelizing devices, installed on existing pavement shall be included in Traffic Control-Lump Sum.

K. TEMPORARY CURB CUT WHEELCHAIR RAMPS

Temporary curb cu 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 materials for temporary wheelchair ramp construction. No additional payment will be made for constructing the detectable warning surface.

L. TEMPORARY AUBIBLE INFORMATION DEVICE

Temporary audible information devices are measures as the actual number furnished and installed in accordance with the manufacturer's recommendations, which shall include all necessary materials, equipment, labor, site preparation, maintenance and removal. Each temporary audible information device will be paid for only one time regardless of the number of times it's reused during the duration of The Work. These devices shall remain the property of the Contractor.

150.10 PAYMENT

When shown in the Schedule of Items in the Proposal, the following items will be paid for separately.

Item No. 150. Traffic Control	Lump Sum
.....	
Item No. 150. Traffic Control, Solid Traffic Stripe _ Inch, (Color).....	per Linear Mile
Item No. 150. Traffic Control, Skip Traffic Stripe _ Inch, (Color)	per Linear mile
Item No. 150. Traffic Control, Solid Traffic Stripe,	
Thermoplastic ____ Inch, (Color)	per Linear Mile
Item No. 150. Traffic Control, Skip Traffic Stripe,	
Thermoplastic ____ Inch, (Color)	per Linear Mile
Item No. 150. Traffic Control, Pavement Arrow with	
Raised Reflectors	per Each
Item No. 150. Traffic Control, Raised Pavement Markers-All Types.....	per Each
Item No. 150. Interim Ground Mounted Special Guide Signs	per Square
	Foot

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

Item No. 150. Interim Overhead Special Guide Signs	per Square
Item No. 150. Remove & Reset Existing Special Guide Signs,	Foot
Ground Mount, Complete in Place	per Each
Item No. 150. Remove & Reset, Existing Special Guide Signs,	
Overhead, Complete in Place	per Each
Item No. 150. Traffic Control, Portable Impact Attenuator.....	per Each
Item No. 150. Traffic Control, Pavement Markers, Words	
and Symbols	per Square
.....	Foot
Item No. 150. Traffic Control, Pavement Arrow (Painted) with	
Raised Reflectors	per Each
Item No. 150. Traffic Control, Workzone Law Enforcement.....	per Hour
Item No. 150. Modify Special Guide Sign, Ground Mount.....	per Square
.....	Foot
Item No. 150. Modify Special Guide Sign, Overhead.....	per Square
.....	Foot
Item No. 150. Temporary Walkways With Detectable Edging	per Linear Foot
Item No. 150. Temporary Curb Cut Wheelchair Ramps	per Each
Item No. 150. Temporary Audible Information Device	per Each
Item No. 620. Temporary	per Lineal Foot
Barrier.....	
Item No. 632. Changeable Message Sign, Portable	per Each
.....	
Item No. 641. Temporary Guardrail Anchorage, Type 12	per Each
Item No. 647. Traffic Signal Installation, Temp	Lump Sum
Item No. 647. Flashing Beacon Assembly, Structure Mounted	per Each
Item No. 647. Flashing Beacon Assembly, Cable Supported	per Each

150.11 SPECIAL CONDITIONS**A. Lane Closure Restrictions**

1. The Contractor shall not perform work or move equipment or materials on the traveled way that interferes with traffic flow on the mainline or local streets between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., Monday through Friday.
2. Work on Saturday is only allowable with a minimum 72 hours of advance notice and is only permitted between the hours of 9:00 AM and 5:00 PM. Work on Sunday is not permitted.
3. Construction outside of these hours requires approval by both the Department of Public Works and the Department of Public Safety.
4. Once Approved by the Department of Works, contractor must submit request in writing to the Director of Public Safety for modified work hours.
5. The Contractor shall not perform work or move equipment or materials on the traveled way that interferes with traffic flow on the mainline or local streets during

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

local special events in the area of the special event as determined by NFCID. The NFCID will inform the Contractor 2-weeks in advance of special event that will impact construction.

B. STRIPING

Thermoplastic striping may commence no sooner than a minimum of 15 calendar days after completion of the final surface course of each road and must be completed within 30 calendar days following completion of the final surface course of each road. The contractor will be charged a non-refundable deduction of \$1,000.00 per day, per road, until the thermoplastic striping is complete for each road, beginning on day 31 following completion of the final surface course.

In accordance with Section 653.3.06 and GDOT OMR SOP 39, the Contractor shall provide initial reflectivity tests within 30 days of completion of striping (inspection report attached).

DAVIS DRIVE EXTENSION AND MULTIMODAL IMPROVEMENTS FROM MANSELL ROAD TO WESTSIDE PARKWAY

GDOT THERMOPLASTIC FIELD INSPECTION
OMR-CVP-66

COUNTY: _____
 PROJECT NO. _____

LOCATION / STATION	DATE APPLIED	THICK (mils)	30 DAY RETRO		REMARKS
			DATE	READINGS*	

*Readings in mcd/lx-m² in

☐ Beads ☐

Accordance with ASTM E 1710

Glass bead rate =
14lb/100ft²

Submittals:

Mat'l Certs

Thermoplastic

Start-up

Samples

Thermoplastic

Acceptance

☐

Material check formula for 5" wide line:
 Thickness = 0.236 X (lbs.used)/(linear ft.)

Verification

☐

CONTRACTOR _____

NFCID

Representative: _____

Forward a copy to NFCID (and GDOT OMR if applicable)

**NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
FULTON COUNTY
SPECIAL PROVISION**

**Section 999 – MISCELLANEOUS CONSTRUCTION
CASH ALLOWANCE**

999.01 DESCRIPTION

This item shall consist of miscellaneous work to be accomplished at the direction of the Engineer. It shall include items of work consistent with and related to the project which are not shown on the plans but which may be necessary to the successful completion of the contract. It is expected that work under this item will be accomplished utilizing construction items established under the other sections of these specifications.

999.02 GENERAL PROCEDURES

A. All work performed under this section shall comply with the various sections of these specifications which are appropriate to the specific items involved. This work shall be further described, by the Engineer, in written form and/or on modifications to the contract drawings or on supplemental drawings. In any event, no work will be allowed under this section without the prior approval of the Engineer.

B. The Contractor shall include in its bid for this Project an allowance for "Miscellaneous Modifications" in the amount of One Hundred Thousand Dollars (\$100,000.00).

999.03 MEASUREMENT AND PAYMENT

A. Measurement and payment for work accomplished under this section shall be in accordance with the various sections of these specifications corresponding to the specific items of work involved and where applicable, the contract unit price bid and accepted for these items.

B. In the event that work is proposed by the Owner using forces other than the Contractor, the Contractor shall be allowed a maximum markup of 5% for administration and coordination costs over and beyond the proposed cost of the work.

999.04 BASIS OF PAYMENT

Payment will be made under:

Item 999-0000: Miscellaneous Construction – Per Dollar (refer to Schedule of Unit and Lump Sum Prices)

APPENDIX F: Special Stipulations

SPECIAL STIPULATIONS

- Provide an all-weather hard surface access road to accommodate WB-67 tractor trailer delivery truck movements to the existing east driveway entrance serving parcel 4 (Top Golf).
- The construction activities that will be impacting the ingress and egress to parcel 4 (Top Golf) shall cease between 1:00 PM on Friday afternoon until 7:00 AM on Monday morning and during all major holidays and by 4:00 PM during a scheduled workday. All other activities will continue according to the contract work hours.
- Contractor shall maintain one traffic lane in each direction along the Davis Drive roadway extension along parcel 4 (Top Golf) frontage at all times during construction. Access shall be an all-weather hard surface roadway capable of supporting heavy truck loads.
- Contractor shall maintain one traffic lane for ingress and two lanes for egress at Davis Drive

@ Westside Parkway intersection at all times during construction. Access shall be an all-weather hard surface road.

- Contractor shall maintain continuous traffic signal operation at Westside Parkway @ Davis Drive extension at all times. In any case that a short period of signal outage may be necessary as signal improvements occur, the contractor shall give Top Golf a 72-hour advance notice and provide adequate traffic control to avoid impacts to traffic operations to parcel 4 (Top Golf).
- The contractor shall prevent mud and gravel tracking onto parcel 4 (Top Golf) parking lot.
- The contractor shall clean, repair, and / or replace any damage caused to parcel 4 (Top Golf) parking lot and property due to roadway construction activities.