

**GENERAL NOTES**

**SPECIAL PROVISIONS**

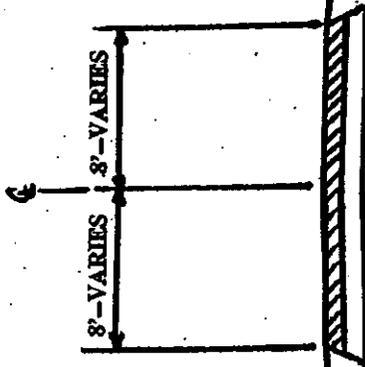
**TYPICAL SECTION**

**STANDARDS & DETAILS**

## GENERAL NOTES

1. The Local Government shall certify all necessary R/W, and remove or adjust all utilities at no cost to the Department of Transportation.
2. The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under this contract will be the responsibility of the Local Government and at no cost to the Department of Transportation.
3. Signs that do not conform to current GDOT Signing guidelines and/or the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* are not included in the submittal.
4. All signs and markings shall be installed per the current GDOT Signing & Marking, and/or *MUTCD* guidelines.
5. The Department of Transportation's participation in constructing this project is limited to the items set up for payment under this contract. Any items or work required and not set up for payment under the proposed contract will be the responsibility of the County and at no cost to the Department of Transportation.
6. All traffic control shall comply with Section 150 of the Georgia Specifications, the *Manual on Uniform Traffic Control Devices* (current edition), and/or the Georgia Standards as they apply.
7. Any earthwork necessary for completion of this project shall be the responsibility of the local authorities and/or their representative.
8. Any and all references to Type VI sign sheeting shall hereby mean and be deemed to mean Type IX sign sheeting for this project.

# TYPICAL SECTION



## NOTE:

LIMITED TO THE ITEMS SET UP FOR PAYMENT UNDER THIS CONTRACT. ANY ITEMS OR WORK REQUIRED AND NOT COVERED BY THIS CONTRACT WILL BE THE RESPONSIBILITY OF THE LOCAL GOVERNMENT AND AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

THE LOCAL GOVERNMENT WILL CERTIFY ALL NECESSARY R/W AND REMOVE OR ADJUST ALL UTILITIES AT NO COST TO THE DEPARTMENT OF TRANSPORTATION.

STRIPING AND RPMs TO BE PLACED IN ACCORDANCE WITH GDOT CONSTRUCTION DETAILS. ALL PLACEMENT OF PAVEMENT MARKINGS TO MEET MINIMUM REQUIREMENTS OF THE M.U.T.C.D. (CURRENT EDITION).

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**Special Provision**

**Section 636—Highway Signs**

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*Delete Subsection 636.3.05.E and substitute the following:*

**E. Legends and Borders**

Place legends and borders according to Subsection 917.2.01, "Demountable Characters", with Type IX reflective sheeting.

*Delete Section 636.4.A and substitute the following:*

**A. Type-1 or Type-2 Highway Signs**

Type 1 or Type 2 highway signs with reflective sheeting of Type III, IV, or IX as specified on the Plans to be paid for are measured for payment by the actual number of square feet (meters) and fraction thereof of sign type and sheeting specified. The measurement includes providing the message and furnishing and placing signs complete and accepted. The Plan quantity will be the pay quantity.

Office of Materials and Research

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

**SPECIAL PROVISION**

**Section 913—Reflectorizing Materials**

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*Delete Section 913 and substitute the following:*

**913.1 General Description**

This section includes the requirements for reflective sheeting.

**913.1.01 Definitions**

• **Reflective Sheeting Types:**

- Type I: Medium-intensity retroreflective sheeting (engineering grade) that is typically an enclosed lens glass-bead retroreflective material.
- Type II: Medium-high-intensity retroreflective sheeting (super engineering grade), that is typically enclosed lens glass-bead retroreflective material.
- Type III: High-intensity retroreflective sheeting that is typically an encapsulated glass-bead retroreflective material.
- Type IV: High-intensity retroreflective sheeting that is typically an unmetallized microprismatic retroreflective element material.
- Type V: Super-high-intensity retroreflective sheeting that is typically a metallized microprismatic retroreflective element material. This material is typically used for delineators.
- Type VI: Elastomeric high-intensity retroreflective sheeting without adhesive that is typically a vinyl microprismatic retroreflective material. This material is typically used for orange temporary roll up signs.
- Type VII: Super-high-intensity retroreflective sheeting that is typically an unmetallized microprismatic retroreflective element material.
- Type VIII: Super-high-intensity retroreflective sheeting that is typically an unmetallized microprismatic retroreflective element material.
- Type IX: Very-high-intensity retroreflective sheeting that is typically an unmetallized microprismatic retroreflective element material.
- Type X: Super-high intensity retroreflective sheeting that is typically an unmetallized microprismatic retroreflective element material.

**913.1.02 Related References**

**A. Standard Specifications**

General Provisions 101 through 150.

**B. Referenced Documents**

ASTM D 4956

OPL 29

## **913.2 Materials**

### **913.2.01 Type I, II, III, IV, V, VI, VII, VIII, IX, and X Reflective Sheeting**

#### **A. Requirements**

1. Use reflective sheeting that meets the requirements of ASTM D 4956.
2. Use reflective sheeting as listed in QPL 29.
3. Use reflective sheeting that has been evaluated by the National Transportation Product Evaluation Panel (NTPEP) test facility or other approved test facility.
4. Submit the following to the Department:
  - a. A certificate with each lot or shipment stating the following:
    - The material supplied will meet all the test requirements listed herein.
    - You have performed the specified tests to ensure compliance.
    - You will submit test results upon request.

#### **B. Fabrication**

General Provisions 101 through 150.

#### **C. Acceptance**

1. The Engineer will reject reflective sheeting in the following situations:
  - a. The material fails to meet any one of the designated requirements.
  - b. The material meets the requirements but later fails during sign fabrication or in actual field use. Cracks, wrinkles, delamination, color change, or abnormal loss of reflectivity constitute failure.
  - c. Natural causes deteriorate the material to the extent that:
    - 1) The sign is ineffective for its intended purpose as defined in Subsection 913.2.01.C.1.b above.
    - 2) The average nighttime reflective brightness does not meet the outdoor weathering requirements of ASTM D4956.

#### **D. Materials Warranty**

Transfer to the Department a performance warranty for Type I, II, III, IV, V, VI, VII, VIII, IX, or X reflective sheeting issued by the manufacturer.

Ensure that the warranties cover the full replacement cost, including material and labor.

Include in these warranties a provision that the warranty is subject to a transfer to the Department.

Submit a warranty from the manufacturer that states that the reflective sheeting—processed, applied to sign blank materials, and cleaned—meets the outdoor weathering photometric requirements of ASTM D 4956.

Office of Materials and Research

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

Special Provision

**Section 917—Reflectors and Nonreflective Characters**

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*Delete Subsection 917.1 and substitute the following:*

**917.1 General Description**

This section includes the requirements of demountable characters with Type IX reflective sheeting, and direct-applied, nonreflective characters.

**917.1.01 Related References**

**A. Standard Specifications**

Section 106—Certification of Materials

Section 913—Reflectorizing Materials

**B. Referenced Documents**

ASTM B 209 (B 209M)

ASTM D 822

*Delete Subsection 917.2.01 and substitute the following:*

**917.2.01 Demountable Characters with Type IX Reflective Sheeting**

**A. Requirements**

1. Use Type IX reflective sheeting letters, numerals, symbols, and borders that meet the requirements of Subsection 913.2.02, Type IX.
2. Use a silver color, unless otherwise specified on the Plans.
3. Apply the characters to aluminum flat frames as recommended by the sheeting manufacturer.
4. Use flat frames (letter, numerals, symbols and borders) made from aluminum sheet 0.032 in (0.813 mm) thick matching ASTM B 209 (209M), Alloy 3003-H14.
5. Submit to the Department:
  - One letter of a predominant size and type to be used on the Project.
  - A certificate to the Engineer stating that the material used on the Project is the same as the sample submitted.

**B. Fabrication**

1. Before applying any sheeting, properly degrease, etch, and treat each frame with a light, tight amorphous chromate-type coating.
2. Mechanically apply the reflective sheeting to the prepared flat aluminum frames. Use the proper equipment as prescribed by the sheeting manufacturer.
3. When recommended by the sheeting manufacturer, coat the completed demountable letters, numerals, symbols and borders with a clear finish approved by the sheeting manufacturer.

## **Section 917—Reflectors and Nonreflective Characters**

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Apply the clear coat to the sheeting surface to ensure the sheeting has a fully glossy coat and a complete edge seal.

4. Ensure that the finished letters, numerals, symbols, and borders show careful workmanship, are clean cut, sharp, and have a plane surface.
5. Use the character size and shape to determine the hole spacing to mount the frame with aluminum rivets or other approved non-corrosive fasteners. Do not space holes more than 8 in (200 mm) on center.

### **C. Acceptance**

The Department will accept the material based on test results of samples taken by the Department or of samples submitted by the manufacturer or fabricator, when directed. The sample shall consist of one letter of predominant size and type to be used on the Project. Samples submitted by the manufacturer or fabricator to the Engineer, shall include a certificate stating that the material used on the Project is the same as the sample submitted.

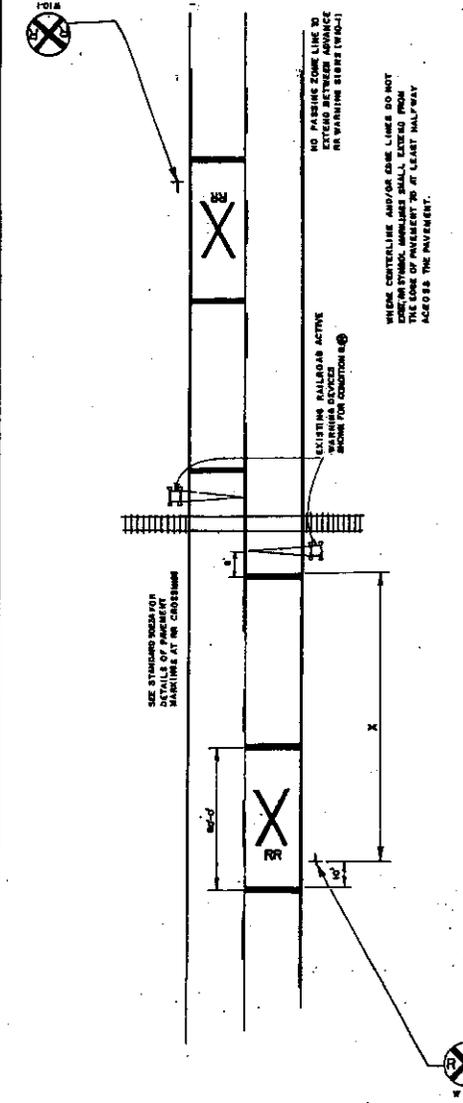
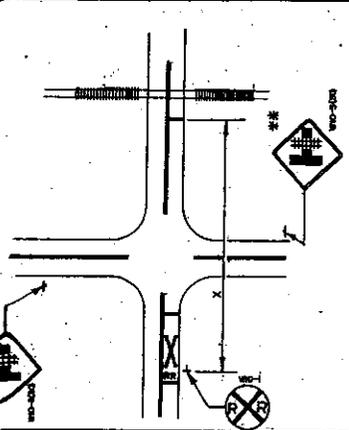
### **D. Materials Warranty**

General Provisions 101 through 150.

Office of Materials and Research



SPECIAL CONDITION  
 OVER 100' ROADWAY TO RAILROAD MAIN CROSSING IS WIDER THAN THE ROADWAY TO RAILROAD MAIN CROSSING TO RAILROAD MAIN CROSSING



SPEED (MPH)	MINIMUM	MAXIMUM
0-20	100	175
21-30	100	200
31-40	100	250
41-50	100	300
51-60	100	350
61-70	100	400
71-80	100	450
81-90	100	500
91-100	100	550

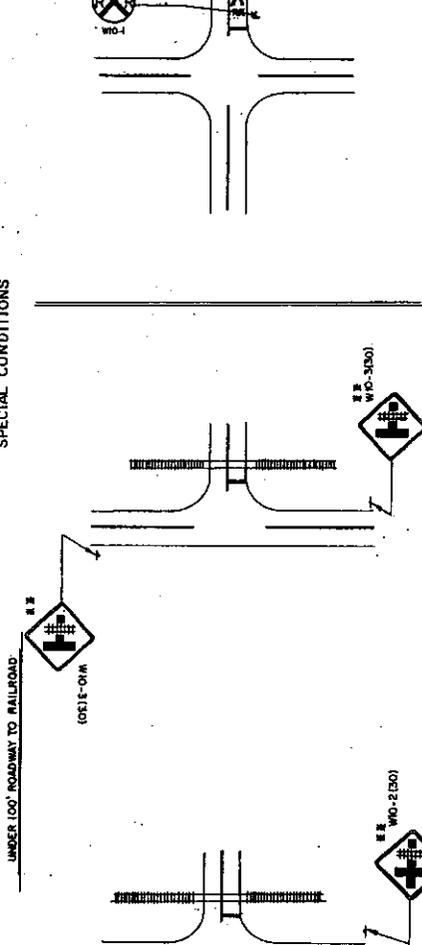
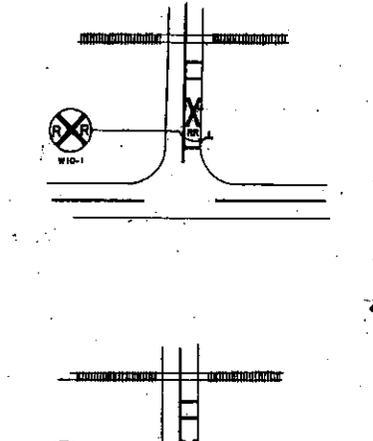
WHERE THIS DISTANCE IS DETERMINED BY GRADES, THE DISTANCE FROM THE POINT OF VIEW OF THE DRIVER TO THE POINT OF VIEW OF THE DRIVER SHALL BE MAINTAINED ACCORDING TO THE SIGNING.

CONDITION A IS FOR CROSSINGS WITH PASSIVE DEVICES ONLY.

CONDITION B IS FOR CROSSINGS WITH ACTIVE DEVICES.

SPECIAL CONDITIONS

OVER 100' ROADWAY TO RAILROAD MAIN CROSSING IS LESS THAN THE ROADWAY TO RAILROAD MAIN CROSSING



PAVEMENT MARKINGS MAY BE PLACED AT THE MINIMUM DISTANCE CONDITION AS REFERENCED IN THE SPEED CHART (ABOVE AND LEFT), WHEN THE ROADWAY TO RAILROAD MAIN CROSSING IS WIDER THAN THE ROADWAY TO RAILROAD MAIN CROSSING.

NOTE: SEE STANDARD ROAD FOR DETAILS OF PAVEMENT MARKINGS AT RR CROSSINGS.

NOTE: THE SPECIAL CONDITION MAY BE SPECIFIED ON BOTH SIDES OF THE TRACKS, WHERE APPLICABLE.

URBAN 200' 300'

SUBURBAN 500' 750'

MAXIMUM DISTANCE FROM INTERSECTION 500' 750'

MINIMUM DISTANCE FROM INTERSECTION 250' 300'

DEPARTMENT OF TRANSPORTATION  
 STATE OF GEORGIA

STANDARD  
 RAILROAD GRADE CROSSINGS  
 RR SIGNING & MARKING AT CROSSINGS  
 WITH RR SIGNALS AND/OR GATES

NO SCALE

DATE: \_\_\_\_\_  
 DESIGNED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_

SEPTEMBER 1988  
 NUMBER 9024A







DATE	PROJECT NUMBER	HEET TOTAL
G.A.		OF

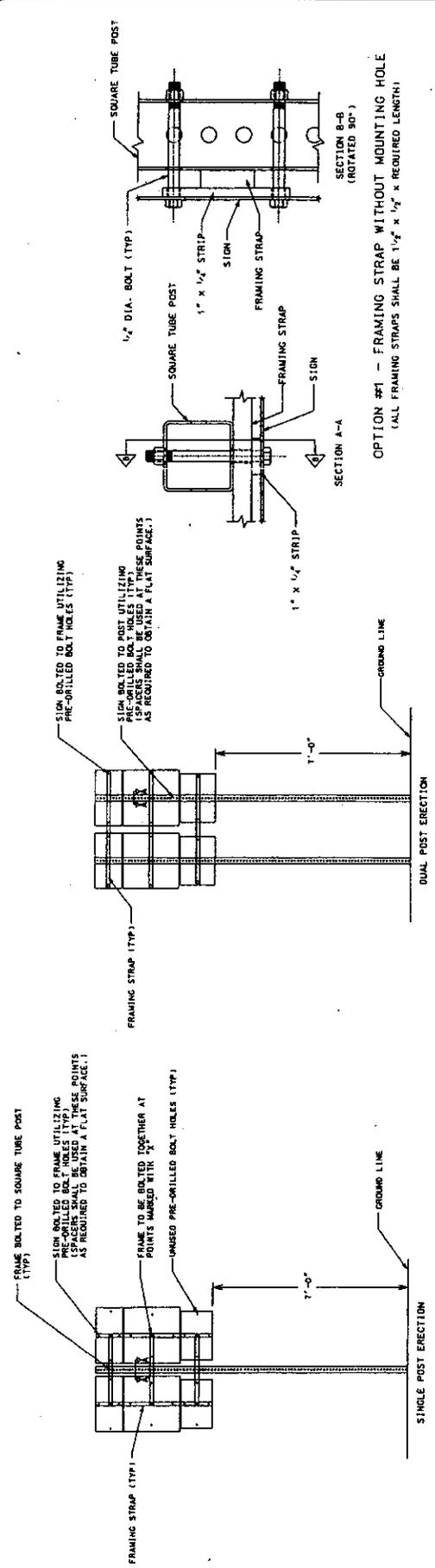
1. ALL STANDARD HIGHWAY SIGNS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLANS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND THE GEORGIA SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND/OR SPECIAL PROVISIONS.
2. SIGN ERECTION STATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS WHERE NECESSARY, BUT SHALL BE WITHIN THE LIMITATIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. NO SIGN LOCATION SHALL BE CHANGED BY THE CONTRACTOR OR BY THE PROJECT ENGINEER WITHOUT PRIOR APPROVAL FROM THE OFFICE OF TRAFFIC SAFETY AND DESIGN.
3. ALL STANDARD HIGHWAY SIGNS SHALL BE ERECTED AT A HEIGHT OF 7 FEET ABOVE THE NORMAL EDGE OF PAVEMENT TO THE BOTTOM OF THE SIGN OR ASSEMBLY.
- 4a. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON INTERSTATE HIGHWAYS SHALL BE 32 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), UNLESS SPECIFIED OTHERWISE IN THE PLANS. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON RAMP SHALL BE 2 FEET FROM THE NORMAL EDGE OF PAVED SHOULDER, OR EDGE OF GRADED SHOULDER WHEN PRESENT.
- 4b. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON ALL OTHER ROADWAYS SHALL BE 6 FEET FROM THE EDGE OF THE PAVED SHOULDER OR 12 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), WHICHEVER IS GREATER. THE HORIZONTAL CLEARANCE IN NON-MOUNTABLE CURB SECTIONS SHALL BE AT LEAST 2 FEET FROM THE CURB FACE TO THE NEARER EDGE OF THE SIGN(S).
- 4c. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS MOUNTED BEHIND GUARD RAIL SHALL BE 6 FEET FROM THE FACE OF THE GUARD RAIL TO THE NEARER EDGE OF THE SIGN(S).
5. SINGLE PLATE, HORIZONTAL RECTANGULAR SIGNS OVER 48 INCHES IN WIDTH SHALL BE MOUNTED ON TWO POSTS WITH 2 EACH 2 INCH x 1/2 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAPS. THE STRAPS SHALL BE FLUSH WITH THE BACK OF THE SIGN WITH ONE EACH ACROSS THE TOP AND BOTTOM OF THE SIGN. THE CENTERLINE OF EACH POST SHALL BE INSET 1/6TH OF THE SIGN WIDTH FROM THE EDGE OF THE SIGN. SIGN PLATE BOLT HOLES SHALL BE 3/8 INCH DIAMETER, DRILLED OR PUNCHED, AS SHOWN ON THE SIGN PLATE DETAILS.
6. EACH 42 OR 48 INCH WIDE x 18 OR 24 INCH HIGH SIGN REQUIRES ONE 2 INCH x 1/2 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAP LOCATED IN THE CENTER OF THE SIGN AND FLUSH WITH THE BACK OF THE SIGN.

7. SIGN ASSEMBLIES SHALL BE MOUNTED ON ALUMINUM OR GALVANIZED STEEL STRAP FRAMES. FOR DETAILS AND STRAP SPECIFICATIONS REFER TO SIGN ASSEMBLY-TYPICAL FRAMING DETAILS.
8. TYPE III (ENCAPSULATED LENS) REFLECTIVE SHEETING SHALL BE USED FOR ALL STANDARD HIGHWAY SIGNS REQUIRING REFLECTORIZED BACKGROUNDS EXCEPT AS SPECIFIED BELOW OR SPECIFIED OTHERWISE IN THE PLANS. EITHER CLASS 1 OR CLASS 2 ADHESIVE BACKING IS PERMISSIBLE.
9. TYPE VI (WIDE ANGLE PRISMATIC) REFLECTIVE SHEETING SHALL BE USED FOR ALL RED SERIES SIGNS (R1-1, R1-2, R1-3A, R1-4A, R5-1, R5-1A).
10. TYPE VI (WIDE ANGLE PRISMATIC) FLUORESCENT YELLOW GREEN REFLECTIVE SHEETING SHALL BE USED FOR SCHOOL ZONE (S1-1, S2-1, S3-1, S4-3, AND THE TOP PORTION OF THE S5-1) SIGNS, BICYCLE CROSSING (W11-1) SIGNS, AND PEDESTRIAN CROSSING (W11-2 AND W11A-2) SIGNS. SIGNS WITHIN THE SAME ASSEMBLY AS THE SCHOOL ZONE SIGNS SPECIFICALLY LISTED ABOVE AND ALL REGULATORY SIGNS PLACED AS PART OF THE SCHOOL ZONE SIGNING SHALL HAVE TYPE VI (WIDE ANGLE PRISMATIC) REFLECTIVE SHEETING BACKGROUNDS OF THE APPROPRIATE COLOR.
11. TYPE VI (WIDE ANGLE PRISMATIC) FLUORESCENT YELLOW REFLECTIVE SHEETING SHALL BE USED FOR ALL WARNING SIGNS.
12. A 1/2 INCH MINIMUM AIR SPACE SHALL BE REQUIRED BETWEEN ALL SIGN PLATES WITHIN AN ASSEMBLY.
13. WHERE SIGNS WITHIN AN ASSEMBLY EXTEND BELOW THE STANDARD MOUNTING HOLES ON THE POST(S), ADDITIONAL 3/4 INCH DIAMETER HOLES(S), DRILLED OR PUNCHED, SHALL BE REQUIRED TO PROPERLY MOUNT THE ASSEMBLY.
14. INTERSTATE SHIELDS SHALL CONTAIN THE WORD GEORGIA, ALL INTERSTATE, U.S., AND GEORGIA SHIELDS REQUIRING ALT., BUS, CONN. LOOP, OR SPUR SHALL USE 4 INCH SERIES "D" LETTERS. REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, FOR DETAILS.
15. FOR DETAILS OF SPECIAL DESIGN HIGHWAY SIGNS, SEE DETAILS OF MISCELLANEOUS SIGNS.
16. REFER TO PLAN SHEETS FOR LOCATION OF THE DISTRICT ENGINEERS' OFFICE TO BE SHOWN ON ALL RS52-1 (LIMITED ACCESS) SIGNS IN THIS PROJECT, IF ANY.
17. CONTRACTOR WILL, AS REQUESTED BY THE DISTRICT TRAFFIC OPERATIONS ENGINEER, BE REQUIRED TO REMOVE ANY EXISTING SIGNS THAT ARE DUPLICATED OR ARE CONTRARY TO THESE SIGN PLANS.

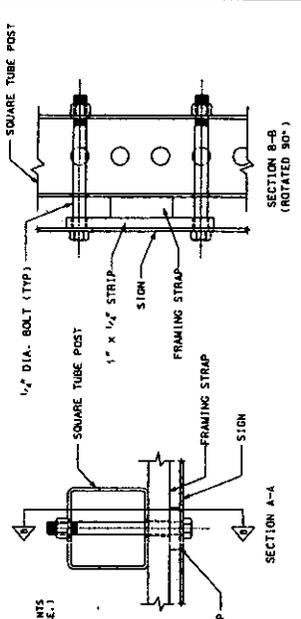
DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY AND DESIGN
		STANDARD SIGNS GENERAL NOTES
		NO SCALE
		JULY 2002



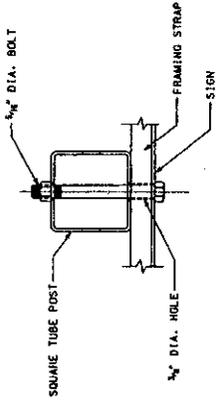
STATE	PROJECT NUMBER	DATE	BY
GA			



TYPICAL ASSEMBLY UNIT (BACK VIEW)



OPTION #1 - FRAMING STRAP WITHOUT MOUNTING HOLE  
(ALL FRAMING STRAPS SHALL BE 1 1/2" x 1/2" x REQUIRED LENGTH)

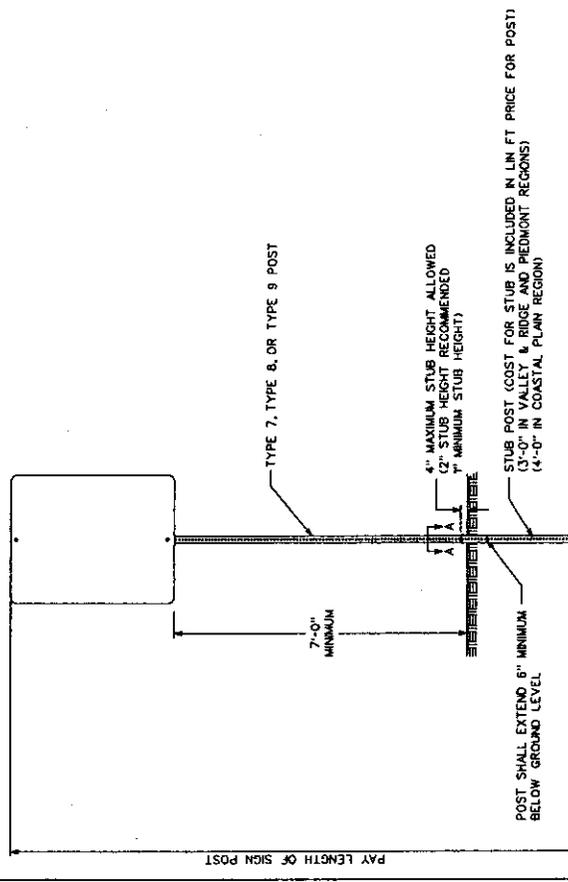


OPTION #2 - FRAMING STRAP WITH MOUNTING HOLE  
(ALL FRAMING STRAPS SHALL BE 2" x 1/2" x REQUIRED LENGTH)

GENERAL NOTES:

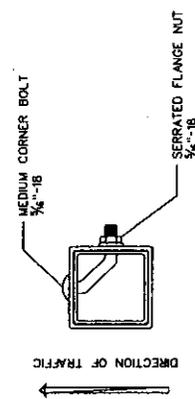
1. STYLE OF FRAMING IS OPTIONAL. ALTERNATE DESIGNS ARE ACCEPTABLE. ALL FRAMING STRAPS SHALL BE DESIGNED SO AS TO HOLD THE ASSEMBLY IN A FIXED, RIGID POSITION.
2. FRAMING STRAPS SHALL BE GALVANIZED STEEL OR ALUMINUM.
3. STEEL SHALL BE A.S.T.M. DESIGNATION A-283, GRADE D, GALVANIZED IN ACCORDANCE WITH A.S.T.M. DESIGNATION A-123.
4. ALUMINUM SHALL BE ALLOY 6061-T6.
5. BOLTS, NUTS, WASHERS, AND SPACERS SHALL CONFORM TO THE STANDARD SPECIFICATIONS AND/OR SPECIAL PROVISIONS.
6. FRAMING STRAPS ON A DUAL POST ERECTION SHALL NOT BE BOLTED TO THE POST.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC OPERATIONS
DETAILS FOR TYPICAL FRAMING		NO SCALE JANUARY 2000



FRONT VIEW

POST	STUB SIZE
TYPE 7	2 1/2" x 2 1/2"
TYPE 8	2 1/2" x 2 1/2"
TYPE 9	2 1/2" x 2 1/2"



SECTION A-A

SIGN POST SELECTION CHART

27 mph Wind Load Chart - 15% Gust Factor

Sign Category	TYPE 7 2 1/2" x 2 1/2"			TYPE 8 2 1/2" x 2 1/2"			TYPE 9 2 1/2" x 2 1/2"		
	1 Post	2 Post	3 Post	1 Post	2 Post	3 Post	1 Post	2 Post	3 Post
1	11.50	27.00	43.50	10.00	23.00	37.50	8.50	19.00	30.50
2	11.60	27.20	43.80	10.10	23.20	37.80	8.60	19.20	30.80
3	10.15	23.30	37.90	8.70	19.60	31.40	7.40	16.80	26.70
4	9.00	20.20	32.30	7.70	17.40	27.60	6.60	14.80	23.40
5	8.10	18.20	29.10	6.90	15.60	24.90	5.90	13.20	21.00
6	7.40	16.50	26.30	6.30	14.20	22.50	5.40	12.00	19.20
7	6.80	15.00	23.80	5.80	13.00	20.50	4.90	11.00	17.50
8	6.25	13.60	21.60	5.30	11.90	18.80	4.50	10.10	16.00
9	5.80	12.30	19.60	4.90	10.90	17.30	4.10	9.30	14.60
10	5.40	11.10	17.80	4.50	9.90	15.80	3.80	8.50	13.30
11	4.90	9.90	16.10	4.10	9.00	14.40	3.40	7.70	12.00
12	4.40	8.80	14.50	3.70	8.20	13.00	3.00	7.00	10.80
13	4.15	8.30	13.90	3.40	7.60	12.40	2.70	6.50	10.20
14	3.95	7.90	13.30	3.10	7.10	11.80	2.40	6.00	9.60
15	3.75	7.50	12.70	2.80	6.60	11.20	2.10	5.50	9.00
16	3.55	7.10	12.10	2.50	6.10	10.60	1.80	5.00	8.40
17	3.35	6.70	11.50	2.20	5.60	10.00	1.50	4.50	7.80
18	3.15	6.30	10.90	1.90	5.10	9.40	1.20	4.00	7.20
19	2.95	5.90	10.30	1.60	4.60	8.80	0.90	3.50	6.60
20	2.75	5.50	9.70	1.30	4.10	8.20	0.60	3.00	6.00

SIGN CENTROID IS DISTANCE FROM GROUND LEVEL TO BOTTOM OF SIGN PLUS HALF THE HEIGHT OF SIGN.  
 EXAMPLE: 20' X 8' SIGN THAT IS 1 FEET FROM GROUND TO BOTTOM OF SIGN. ADD HALF OF 8' OR 4' TO 1' PLUS 7 FT. = 9' CENTROID.

SIGN PLATE SHALL NOT EXCEED 48" IN WIDTH ON A SINGLE POST.

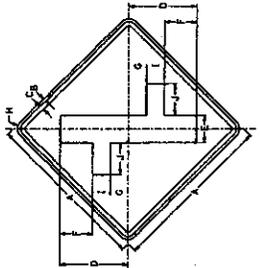
\* TYPE 9 INSERT SHALL BE A CONTINUOUS POST INSERTED INTO THE TYPE 8 POST WHERE REQUIRED. THE INSERT POST SHALL EXTEND FROM THE BOTTOM OF THE SLIP BASE UPPER ASSEMBLY TO 4" BELOW THE BOTTOM OF THE SIGN. THE INSERT POST SHALL NOT EXTEND ABOVE THE BOTTOM OF THE SIGN. PAYMENT FOR THE INSERT POST SHALL BE PER LINEAR FOOT OF TYPE 9 POST.

GROUND MOUNTED BREAKAWAY SIGN SUPPORT WILL BE MEASURED AND PAID FOR SEPARATELY. THE COST FOR THIS WORK SHALL INCLUDE THE UPPER AND LOWER ASSEMBLY, STUB POST, CLASS "A" CONCRETE, ALL HARDWARE NECESSARY TO COMPLETE THE INSTALLATION, AND BE INCLUDED IN THE BID PRICE SUBMITTED FOR ITEM 636-3000.

DATE	REVISIONS

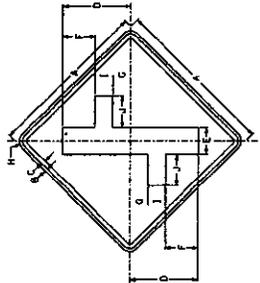
GEORGIA DEPARTMENT OF TRANSPORTATION  
 OFFICE OF TRAFFIC SAFETY & DESIGN  
 TYPE 7, 8, AND 9  
 SQUARE TUBE POST  
 INSTALLATION DETAIL  
 NO SCALE  
 JULY 2002

STATE	PROJECT NUMBER	SHEET TOTAL
G.A.		NO. SHEETS



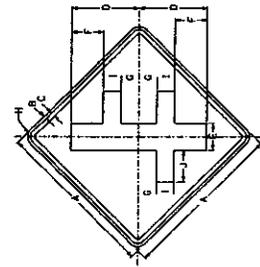
WS52-1

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



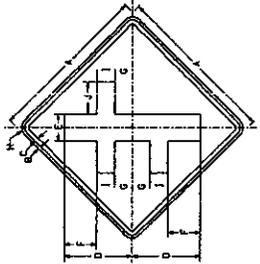
WS52-2

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



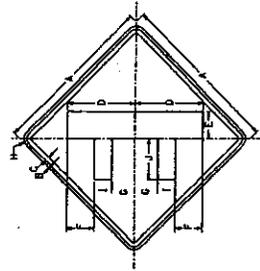
WS52-3

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



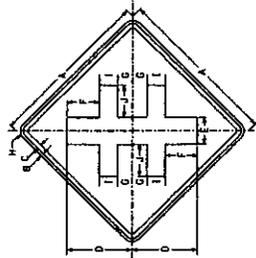
WS52-4

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



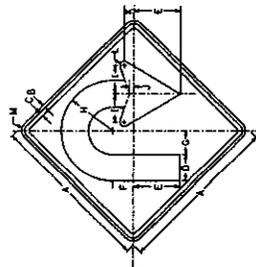
WS52-5

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



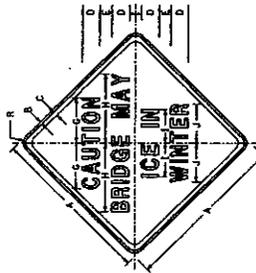
WS52-6

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



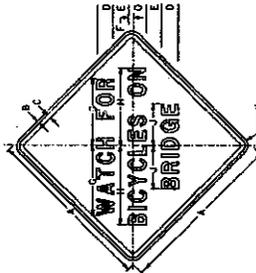
WS51-1

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



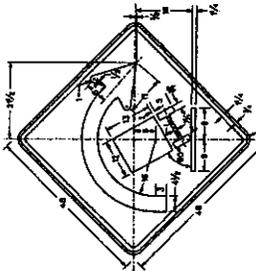
WS60-1

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



WS60-2

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2



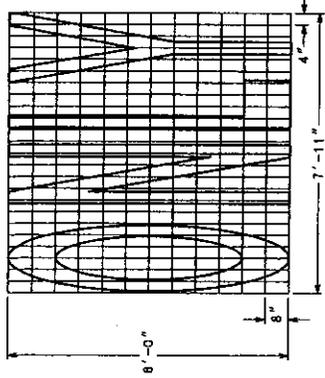
WS60-3

SIGN	DIMENSIONS (INCHES)												
	A	B	C	D	E	F	G	H	I	J	K	L	M
MIN.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
MAX.	30	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
EXP.	38	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2
PREP.	48	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2

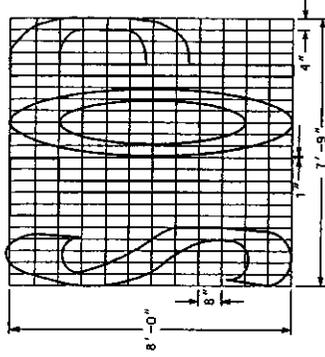
SIGNS SHALL HAVE YELLOW REFLECTORIZED BACKGROUNDS WITH BLACK LEGENDS, BORDERS, AND SYMBOLS.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF WARNING SIGNS
		NO SCALE
		JANUARY 2000

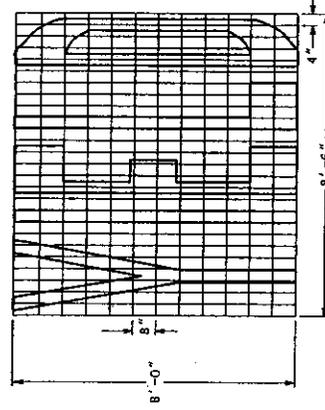




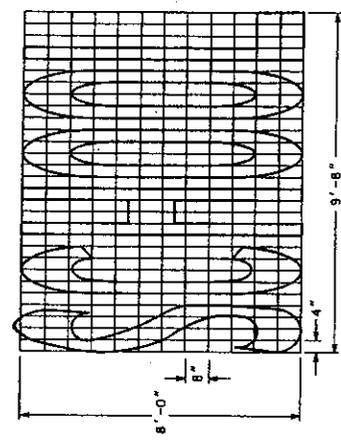
TYPE 1  
AREA = 20.8 FT<sup>2</sup>



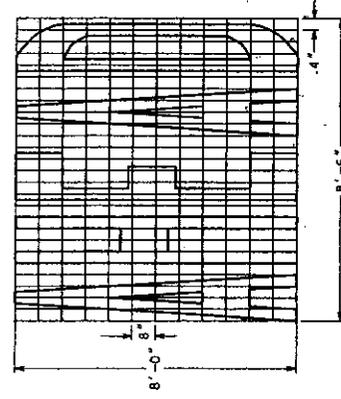
TYPE 2  
AREA = 25.4 FT<sup>2</sup>



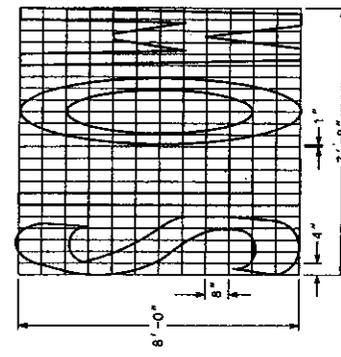
TYPE 15  
AREA = 25.4 FT<sup>2</sup>



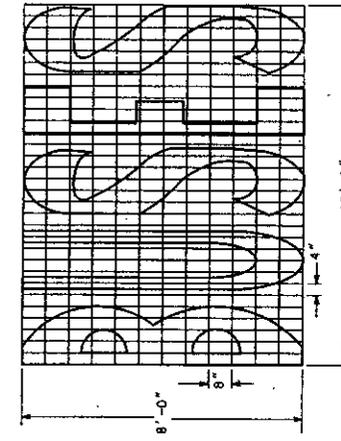
TYPE 3A  
(SINGLE LANE)  
AREA = 33.5 FT<sup>2</sup>



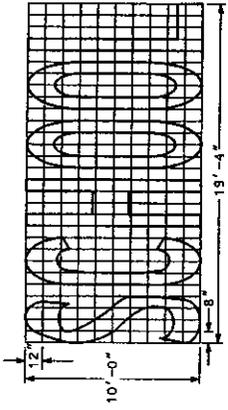
TYPE 4  
AREA = 29.1 FT<sup>2</sup>



TYPE 5  
AREA = 25.4 FT<sup>2</sup>



TYPE 6  
AREA = 38.1 FT<sup>2</sup>

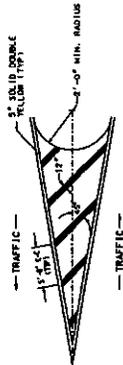


TYPE 3B  
(TWO LANES)  
AREA = 85.0 FT<sup>2</sup>

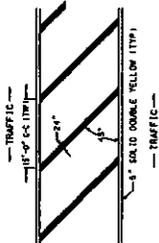
DATE	REVISIONS	DETAILS OF
		PAVEMENT MARKING WORDS
		SHEET 1 OF 2
		NO SCALE
		JANUARY 2000

DATE	PROJECT NUMBER	SHEET TOTAL
G.A.		14

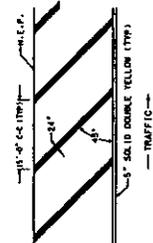
DETAIL "A" (YELLOW)



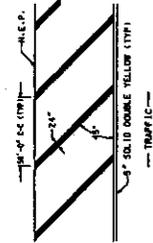
DETAIL "B" (YELLOW)



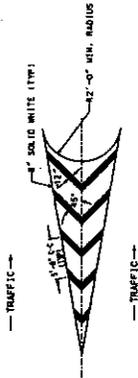
DETAIL "C" (YELLOW)



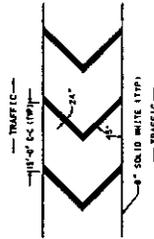
DETAIL "D" (YELLOW)



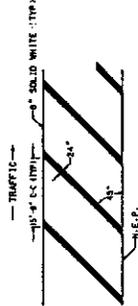
DETAIL "A" (WHITE)



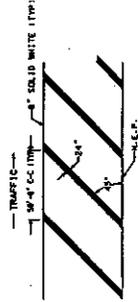
DETAIL "B" (WHITE)



DETAIL "C" (WHITE)



DETAIL "D" (WHITE)



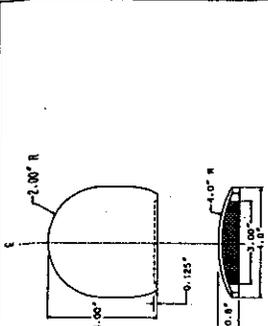
GENERAL NOTES:

1. FOR YELLOW STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED SHEETS WITHIN THESE SHEETS SHALL BE SUMMARIZED AND PAID FOR SEPARATELY.
2. FOR WHITE STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED SHEETS WITHIN THESE SHEETS SHALL BE SUMMARIZED AND PAID FOR SEPARATELY.

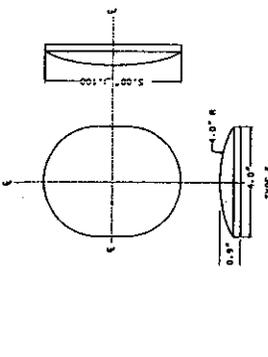
DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION
		OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF PAVEMENT MARKING HATCHING
		NO SCALE
		JANUARY 2000



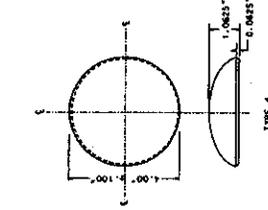
STATE	PRODUCT NUMBER	REVISED	DATE
G.A.			



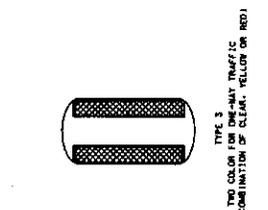
TYPE 6  
REFLECTIVE CERAMIC MARKER  
(REFLECTIVE WHITE, YELLOW OR BLACK)



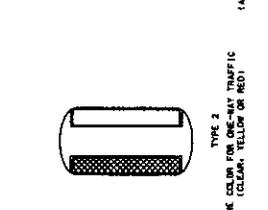
TYPE 5  
OVAL CERAMIC MARKER  
(NON-REFLECTIVE WHITE, YELLOW OR BLACK)



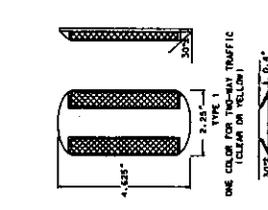
TYPE 4  
OPAQUE CERAMIC MARKER  
(WHITE, YELLOW OR BLACK)



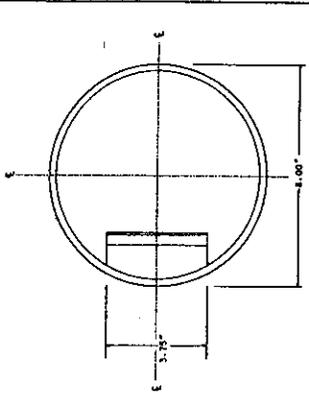
TYPE 3  
RAISED REFLECTIVE MARKER  
(ANY COMBINATION OF CLEAR, YELLOW OR RED)



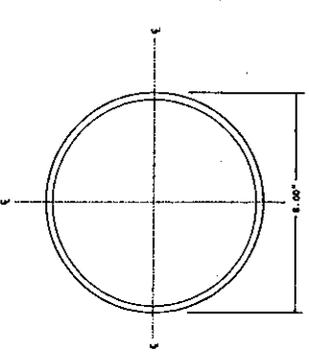
TYPE 2  
RAISED REFLECTIVE MARKER  
(ONE COLOR FOR ONE-WAY TRAFFIC (CLEAR, YELLOW OR RED))



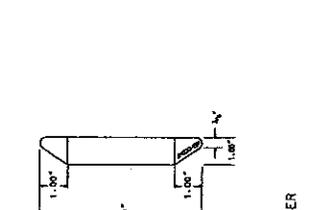
TYPE 1  
RAISED REFLECTIVE MARKER  
(ONE COLOR FOR TWO-WAY TRAFFIC (CLEAR OR YELLOW))



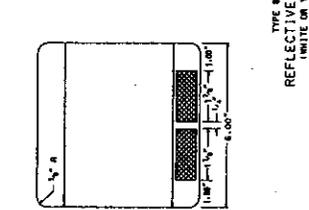
TYPE 8  
REFLECTIVE MARKER  
(WHITE OR YELLOW)



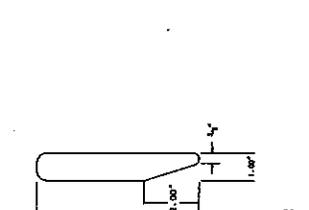
TYPE 9  
NON-REFLECTIVE  
(WHITE OR YELLOW)



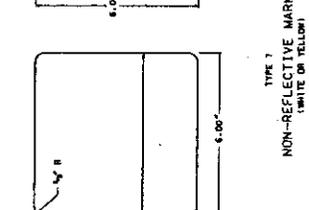
TYPE 9  
REFLECTIVE MARKER  
(WHITE OR YELLOW)



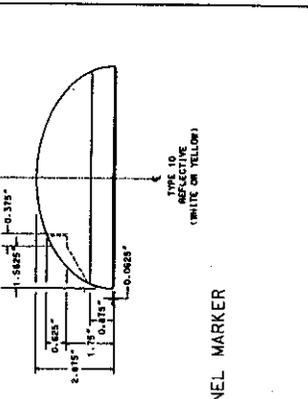
TYPE 9  
REFLECTIVE MARKER  
(WHITE OR YELLOW)



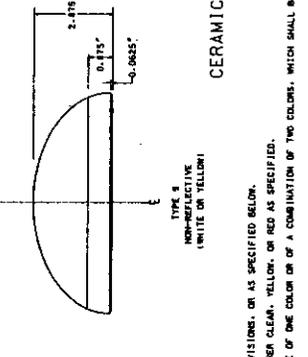
TYPE 9  
REFLECTIVE MARKER  
(WHITE OR YELLOW)



TYPE 9  
REFLECTIVE MARKER  
(WHITE OR YELLOW)



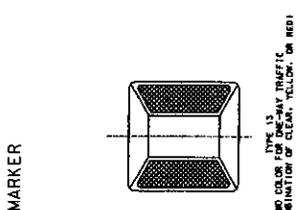
TYPE 10  
CERAMIC CHANNEL MARKER  
(WHITE OR YELLOW)



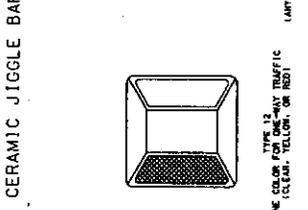
TYPE 10  
CERAMIC CHANNEL MARKER  
(WHITE OR YELLOW)



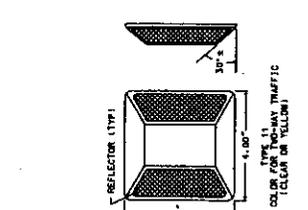
TYPE 10  
CERAMIC CHANNEL MARKER  
(WHITE OR YELLOW)



TYPE 10  
CERAMIC CHANNEL MARKER  
(WHITE OR YELLOW)



TYPE 10  
CERAMIC CHANNEL MARKER  
(WHITE OR YELLOW)



TYPE 10  
CERAMIC CHANNEL MARKER  
(WHITE OR YELLOW)

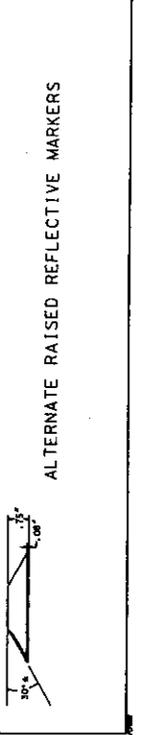
CERAMIC CHANNEL MARKER

GENERAL NOTES:

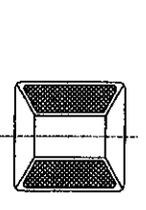
1. SPECIFICATIONS SHALL BE PER THE SPECIAL PROVISIONS, OR AS SPECIFIED BELOW.
2. COLORS FOR REFLECTIVE ELEMENTS SHALL BE EITHER CLEAR, YELLOW, OR RED AS SPECIFIED.
3. THE SHAPE OF THE REFLECTIVE MARKERS SHALL BE OF ONE COLOR OR OF A COMBINATION OF TWO COLORS, WHICH SHALL BE THE SAME AS THE REFLECTIVE ELEMENT.
4. THE SURFACE OF OPAQUE CERAMIC MARKERS SHALL BE GLAZED AND OF THE COLOR SPECIFIED IN THE PLANS WITH A WHITE, YELLOW, OR BLACK GLAZE.
5. RAISED REFLECTIVE MARKERS TYPES 1, 2, AND 3 SHALL BE STIMONITE SERIES 944, OR EQUAL.
6. CERAMIC JIGGLE BARS SHALL BE FERRO CORPORATION PERMARK P-4, OR EQUAL. ADHESIVE SHALL BE PER MANUFACTURER'S SPECIFICATIONS.
7. CERAMIC CHANNEL MARKERS SHALL BE FERRO CORPORATION PERMARK P-11, OR EQUAL. ADHESIVE SHALL BE PER MANUFACTURER'S SPECIFICATIONS.
8. COLORS FOR ALL RAISED PAVEMENT MARKERS SHALL BE AS SPECIFIED IN THE PLANS.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF RAISED PAVEMENT MARKERS
		NO. SCALE
		JANUARY 2000

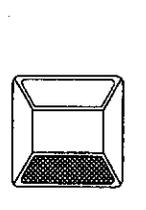
ALTERNATE RAISED REFLECTIVE MARKERS



TYPE 11  
ALTERNATE RAISED REFLECTIVE MARKER  
(ONE COLOR FOR TWO-WAY TRAFFIC (CLEAR OR YELLOW))



TYPE 12  
ALTERNATE RAISED REFLECTIVE MARKER  
(ONE COLOR FOR ONE-WAY TRAFFIC (CLEAR, YELLOW, OR RED))



TYPE 13  
ALTERNATE RAISED REFLECTIVE MARKER  
(ANY COMBINATION OF CLEAR, YELLOW, OR RED)

CERAMIC JIGGLE BAR MARKER

TYPE 7  
NON-REFLECTIVE MARKER  
(WHITE OR YELLOW)

TYPE 8  
REFLECTIVE MARKER  
(WHITE OR YELLOW)



EXHIBIT B

TERMS AND CONDITIONS

FHWA-1273 Electronic version -- March 10, 1994

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General.....	
II. Nondiscrimination.....	
III. Nonsegregated Facilities.....	
IV. Payment of Predetermined Minimum Wage.....	
V. Statements and Payrolls.....	
VI. Record of Materials, Supplies, and Labor.....	
VII. Subletting or Assigning the Contract.....	
VIII. Safety: Accident Prevention.....	
IX. False Statements Concerning Highway Projects.....	
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.....	
XII. Certification Regarding Use of Contract Funds for Lobbying.....	

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

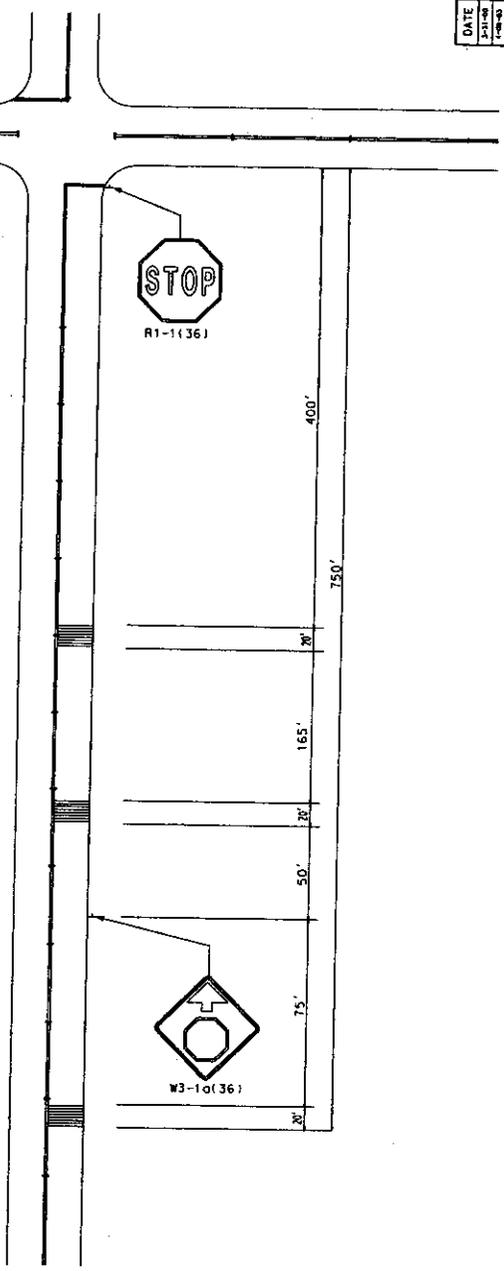
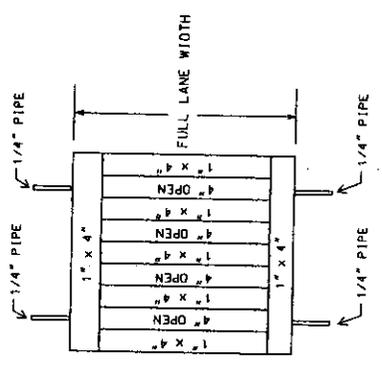
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

STATE	PROJECT NUMBER	SHEET TOTAL
GA.		OF SHEETS

**GENERAL NOTES**

1. FORM SHALL BE FULL WIDTH OF LANE.  
(NOTE: NOT TO EXCEED CENTER LINE OR EDGE LINE PAVEMENT MARKINGS INCLUDING, IF APPLICABLE, RAISED PAVEMENT MARKERS)
2. SEE SECTION 429 OF THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEMS FOR MATERIALS, CONSTRUCTION REQUIREMENTS, MEASUREMENT, AND PAYMENT.
3. FORM SHOWN FOR REQUIRED SIZE AND SPACING OF RUMBLE STRIPS. OTHER MATERIALS FOR CONSTRUCTION OF FORM MAY BE USED AS APPROVED BY THE ENGINEER.
4. THERMOPLASTIC REFLECTORIZED PAVEMENT MARKING COMPOUND IN ACCORDANCE TO SECTION 653 MAY BE USED IN LIEU OF ASPHALT CONCRETE. THE USE OF THERMOPLASTIC SHALL BE APPROVED BY THE DISTRICT MAINTENANCE ENGINEER.



DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
3-21-00	ISSUED FOR CONSTRUCTION	
4-28-00	REVISED FOR FIELD USE	DETAILS AND PLACEMENT OF RUMBLE STRIPS
		NO SCALE
		JANUARY 2000

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

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

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

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

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the

applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

**b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## **8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## **9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any

responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

##### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every non-exempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

##### 1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State

or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS**  
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT E

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
  
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the \_\_\_\_\_ and  
duly authorized representative of the firm of \_\_\_\_\_  
\_\_\_\_\_, whose address is \_\_\_\_\_  
\_\_\_\_\_, and I certify that I have read and  
understand the attached instructions and that to the best of my  
knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.
- (c) I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with the Prime Contractor Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_ (Seal)

## INSTRUCTIONS

### Instructions for Appendix B Certification

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --- Lower Tier Covered Transactions

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

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out in Appendix B.

2. The certification, Appendix B, is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or Agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the Department or Agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion---Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if the participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Department or Agency may pursue available remedies, including suspension and/or debarment.