

**SPECIFICATIONS AND CONTRACT DOCUMENTS**

**FOR THE**

**2021 LMIG  
RESURFACING PROJECT**

**FOR THE**

**CITY OF VIDALIA, GEORGIA**



**August 2020**

## ADVERTISEMENT FOR BIDS

1. Sealed Bids: Sealed bids for construction of the project entitled **2021 LMIG Paving Improvements** will be received until October 30<sup>th</sup>, 2020 at 11:00 AM. at the City of Vidalia Offices, 114 Jackson Street, Vidalia, GA 30474, at which time and place they will be publicly opened and read. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days. The Contract Period for this project will be 90 consecutive calendar days.
2. Work To Be Done: The work will be awarded in one contract. Overview of the work to be completed includes resurfacing on approximately 5.36 miles of city streets. The project will include approximately, 6,186 TNS of asphalt resurface, traffic control and all appurtenances for a complete job.
3. Plans, Specifications and Contract Documents: Plans, Specifications and Contract Documents are on file and can be obtained at the City of Vidalia Public Works Department. Phone: 912-537-7029
4. Bonds: Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in Georgia with an "A" minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability". Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
5. Funding: This project is partially funded by the Georgia Department of Transportation. The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d – 42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.
6. Reservation of Rights: Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

City of Vidalia

Represented By: Nick Overstreet  
City Manager

**PURPOSE:**

The purpose of this request is to provide interested contractors with sufficient information to enable them to submit a uniform bid for the City's review. Also, to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the City. This RFB is complex and requires your immediate and careful attention.

**GENERAL:**

City of Vidalia (Owner) is in the process of securing sealed bids for various roadways throughout Vidalia Georgia.

Regular and Uniform Proposal: Each contractor must comply with all requirements for a regular bid as directed or required by this notice. Notice is hereby given to all contractors that if their proposals are defective or irregular; the same may be rejected immediately. To facilitate comparative analysis and evaluation of bids, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. The contractor's degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and award of contract for the project. All instructions are to be considered an integral part of this RFB.

Firm Price: Prices quoted by contractor shall be firm prices, and not subject to increase during the schedule hereinafter set-forth and shall not include Federal or State Tax. All prices shall be for delivery, our destination, F.O.B. freight prepaid Vidalia, Georgia, unless otherwise shown.

Firm prices shall include all associated costs as defined in the Specifications.

Liquidation Damages: PROJECT COMPLETION WILL BE NINETY (90) DAYS FROM DATE OF THE NOTICE TO PROCEED.

**SEALED BID:** An original and two copies of the bid must be submitted in a sealed envelope/package, addressed to Owner. Each sealed envelope/package containing a bid must be plainly marked on the outside as "**City of Vidalia 2021 L.M.I.G. Roadway Resurfacing**".

**INSURANCE REQUIREMENTS:** The contractor selected for this project will be required to meet the insurance requirements stipulated in the City of Vidalia Agreement.

**AGREEMENT:** All submitting contractors are required to execute the Agreement included in this package to indicate the willingness to comply with all terms of the Agreement and to submit the executed Agreement with the bid. Upon award of the Project to the winning contractor, the City will execute the Agreement. Please be advised that the contractor's execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the City or otherwise bind the City in any way until such time as the City executes the Agreement. Exhibits A, B, & C must be completed when submitting the bid.

**FORMAT:** An original and two copies of the bid are to be submitted. Each should include a cover page which should identify the RFB number, title, and the name of the company submitting the bid.

It is the responsibility bidder to ensure that all information in the bid is easily readable by Owner. Owner, at its sole discretion, may reject any bid which is unclear in any way.

**DOCUMENTS:** The following are included in this Request for Bids:

- Request for Bid
- Specifications
- GA D.O.T. Special Provisions
- Typical Resurfacing Section
- Location Maps
- Roadway Summaries
- Bid Form
- Bid Bond
- Payment Bond
- Performance Bond
- Construction Agreement
- Notice of Award
- Notice to Proceed
- City of Vidalia Ethics Policy

**DELIVERABLES:** The following are required in bid submittals:

- Bid Form (Submit One Original and Two Copies)
- Bid Security
- Executed Agreement (As Stated Earlier)

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquires, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the bidding company shall be properly identified with their company's name and will become the property of the Owner when received.

**EVALUATION AND SELECTION:** Bids will be reviewed and one bid will be selected that, in the opinion of the Owner, is the lowest responsive and responsible bidder.

City of Vidalia reserves the right to reject any and all bids submitted, or where it may serve the best interest of the City, to request additional information or clarification from those submitting bids. The City, in its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all bids. Where two or more companies are deemed equal, the City reserves the right to make the award to one of the companies. At the City's discretion, presentations may be requested as part of the evaluation process. City of Vidalia reserves the right to retain all bids submitted.

There is no expressed or implied obligation for City of Vidalia to reimburse any company for any expense incurred in preparing or presenting a bid in response to this RFB.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the bidding company selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by the Owner.

**WARRANTY:**

The contractor selected for this project will be required to provide the warranty services stipulated in the City of Vidalia Construction Agreement attached hereto and incorporated herein by reference.

**GDOT REQUIREMENT:**

Nondiscrimination: The City, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, and Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or handicap/disability in consideration for an award.

2021 L.M.I.G. ROADWAY RESURFACING  
SPECIFICATIONS  
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The Contractor is responsible for providing and installing all material and labor necessary to resurface and stripe the asphalt pavement of various roadways throughout the City of Vidalia, Georgia. The Contractor shall furnish and install all materials in accordance with the attached: Bid Form, eight (8) pages of Roadway Summaries, one hundred eight (108) pages of GDOT Special Provisions and Typical Section. Contractor is responsible for providing and installing asphalt from a GDOT approved plant.

All material, labor, installations and traffic control shall be in accordance with current GDOT Specifications, Standards and Special Provisions.

After the asphalt resurfacing is installed by the Contractor, The City of Vidalia shall be responsible for re-constructing and grassing the graded shoulders.

The Contractor shall be responsible for providing to the City of Vidalia supporting documentation including material tickets and material specification submittals for the paving and striping items.

The City of Vidalia shall be responsible for erosion and sediment control items and permits if applicable.

The Contractor shall be responsible for furnishing, installing and removing the temporary striping/pavement marking tape (yellow centerline & white stop bars) prior to the temporary paint traffic line striping and pavement markings.

The Contractor shall provide the pre-lining for the paint striping and shall provide and install the temporary and permanent striping and pavement marking items as shown on the Bid Form, Roadway Summaries and according to current GDOT Specifications, Standards and Special Provisions. Placement of permanent traffic line striping and pavement markings shall be delayed for a period of 30 days minimum after placement of the final surface course on each roadway.

The Contractor shall provide all manhole risers and water valve box risers for the scope of the project.

The Contractor shall be responsible for insuring that all asphalt paving items and materials installed and labor used for this project is in accordance with the current Georgia Department of Transportation Standards and Specifications. Contractor is responsible for providing all labor, satisfactory workmanship and safety precautions associated with this project. Contractor is responsible for insuring that traffic control is provided for this project. Traffic Control shall be in accordance with the current edition of the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) and current GDOT Specifications, Standards and Special Provisions. Traffic Control shall also include any necessary 2021 LMIG Resurfacing

Temporary traffic line striping & pavement markings and pavement marking tape if required. The Contractor shall be responsible for insuring that all work equipment, heavy equipment, paving equipment/vehicles are not left in or along the shoulder of the road at the end of the work day. The City of Vidalia will provide the construction inspections. The Contractor shall be paid for work performed based upon satisfactory inspections and completion of items on the bid form and Roadway Summaries which have been installed and at the price shown on the Contractor's Bid Form. Payment will be based upon material tickets and actual quantities installed. Progress payments shall be made for work completed on the Bid Form items and based upon actual quantities installed.

The Contractor shall immediately notify the City of Vidalia Project Manager of any anticipated and/or actual overages of materials.

Material tickets must be submitted with pay requests supporting charges. Invoices must be submitted to the City of Vidalia Public Works Department, 111 Brinson Road, Vidalia, Ga. 30474 for approval, with a copy electronically submitted to [rlakins@esginc.net](mailto:rlakins@esginc.net). Robbie Akins is the Project Manager for the City of Vidalia.



# Section 150—Traffic Control

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## 150.1 General Description

This section describes:

- Installation and maintenance of traffic control devices during construction Projects let to Contract by the [Georgia Department of Transportation](#).
- Guidelines and procedures for reducing the speed limit in areas where workers are present, or where roadway or roadside conditions create a potential hazard from construction or maintenance activities.

Temporary speed limit reductions in Work zones must comply with Georgia Law (Code Section 40-6-188).

## 150.2 Definitions

The traffic control plan is defined in Special Provision Section 150, and is supplemented by the Plans, the Specifications, the current edition of the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#), and any applicable Supplemental Specifications.

Traffic control devices referred to in this section are devices specified in the Contract and the [MUTCD](#) and are used by a Contractor to regulate, warn, or guide traffic through a Project under construction.

## 150.3 Related References

### A. Standard Specifications Section

104—Scope of Work

Section 107—Legal Regulations and Responsibility to the Public

Section 108—Prosecution and Progress

Section 150—Traffic Control

Section 632—Portable Changeable Message Signs

### B. Referenced Documents

[Manual on Uniform Traffic Control Devices \(MUTCD\)](#)

Official Code of Georgia Annotated (OCGA): 40-6-188

Georgia Utilities Coordinating Committee (GUCC) Manual (also known as Manual on Traffic Control Procedures for Utilities)

## 150.4 Submittals

### A. Contractor Responsibilities

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Prior to construction, the Contractor shall submit a detailed staging and traffic control plans for performing specific areas of the Work including but not limited to all traffic shifts, detours, bridge widening, paces, lane closures or other activities that disrupt traffic flow. A Plan of operation and sequence of Work, along with any appropriate Provisions for traffic control, shall be submitted to the Project Engineer for prior approval before beginning any Work.

**NOTE: The Contractor's primary responsibility is for safe passage of pedestrian and vehicular traffic through the Work zone with minimal confusion and traffic flow disruption.**

At a minimum of 14 days before a major traffic shift on the Project, the Contractor shall submit additional traffic control details, as outlined in the Special Provisions, to the Project Engineer.

### B. Project Engineer Responsibilities

1. Before construction, inspect the initial installation of the traffic control devices.
2. Periodic inspections of the conditions of the devices and their effectiveness in the work zone.
  - a. If problems are encountered, the District Traffic Operations Office can assist with solutions to improve traffic control.
  - b. Document inspection in Contract Diary.
3. Daytime and Nighttime inspections should be made as conditions warrant.
4. Observe traffic movements while operating under the traffic control devices.
5. Report lane closures and openings as follows:
  - a. Report Projects that routinely require a lane closure only once, unless the operation changes, such as stopping Work for a long period of time or switching lanes.
  - b. Report intermittent lane closures each time they are closed to keep the Office of Construction aware of the actual Project conditions.
  - c. Follow the procedures outlined in [Section C](#), Traffic Interruption Report.
6. Notify the Area Engineer when unusual situations arise that requires a lane closure. The Area Engineer should then notify the District Construction Office and the State Construction Engineer. Send a fax to the District Office and to the State Construction Office.
7. The Contractor shall not begin a major traffic shift until the Project Engineer has approved the following:
  - a. A set of traffic control details
  - b. Any proposed lane shifts, closures, or traffic pacing
  - c. The removal, storage, and protection of any existing street lights, signs, or sign supports

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8. The Project Engineer will periodically prepare the Form T.C. 1, Traffic Control Inspection and submit it to the Contractor. The Project Engineer will review the form to ensure the Contractor has corrected all deficiencies in a timely manner. The Project Engineer will file all completed traffic control forms at the Project Office.

For further information, refer to Subsection 107.07, “Public Convenience and Safety” in the Specifications.

### C. Traffic Interruption Reports

Report all detours, road or lane closures, openings to traffic and other traffic interruptions using the Traffic Interruption Report.

The Office of Construction and the Communications Office use this form to stay informed of construction activities affecting traffic.

**Note: The form is an electronic form. The fill in version of the form is located on sv35, click on Forms97, click on Fill-ins and look for the Traffic Interruption form.**

Once the form is completely filled out, send the form by e-mail (or fax) to the following distribution lists:

All traffic interruptions in Clayton, Cobb, Dekalb, Douglas, Fulton, Gwinnett, and Rockdale Counties shall be reported to:

- Assistant State Construction Engineer
- 
- Construction Liaison Engineer
- 
- District Construction Engineer
- 
- District Maintenance Engineer
- 
- Area Engineer
- 
- District Media Coordinator
- 
- TMC via e-mail (TMC-TrafficInterruptionReports)
- 

[Office of Communications via e-mail \(Communications Office-TIR\)](#)

When the interruption (i.e., lane closure, detour, etc.) is actually in place notify TMC by Southern Linc (TMC SL # 28291) or 1-888-424-4929, or 404-624-2653 or fax 404-635-8004. When the interruption is complete and all lanes are open to traffic, notify TMC by Southern Linc or phone.

All traffic interruptions on the Interstate System – Statewide shall be reported as follows:

Assistant State Construction Engineer

Construction Liaison Engineer

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- District Construction Engineer
- District Maintenance Engineer
- Area Engineer
- District Media Coordinator
- TMC via e-mail (TMC-TrafficInterruptionReports)
- [Office of Communications via e-mail \(Communications Office-TIR\)](#)  
When the interruption (i.e., lane closure, detour, etc.) is actually in place notify TMC by Southern Linc (TMC SL # 28291) or 1-888-424-4929, or 404-624-2653 or fax 404-635-8004. When the interruption is complete and all lanes are open to traffic, notify TMC by Southern Linc or phone.

All other traffic interruptions shall be reported to:

- District Construction Engineer
- District Maintenance Engineer
- Area Engineer
- District Media Coordinator

These traffic interruptions DO NOT require the notification of the Assistant State Construction Engineer, TMC, or [Communications](#); unless it is determined the interruption would significantly disrupt traffic.

When filling out the form:

1. **TIME** section:
  - Put the hour and AM or PM, such as 7AM or 8PM. Do not add minutes to the **TIME** section.
2. **LOCATION** section:
  - Note the direction i.e. WB, NB, etc. Give specific names of the roads, mileposts or exit numbers. **Do not give station numbers. Be Specific.** Give as much specific information as needed to describe the location, and the number of lanes closed.
3. **HOW WILL TRAFFIC BE AFFECTED** section:
  - List the closure as single, double, pacing traffic, opening new lane, temporary ramp closure, shifting lanes, etc.
4. **PURPOSE** section:
  - Describe the work taking place, i.e. milling and resurfacing, striping, setting beams, utility work, etc.

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### 5. **CONTACT** section:

- The name of the Contractors representative who will be **ON SITE** during the traffic interruption.  
Also, the name of DOT representative who will be **ON SITE** during the traffic interruption.

All information on the bottom of the form must be filled in. If you have a Southern Linc add your number under “ADDITIONAL INFORMATION”

If the report submitted is for several days, note “**DAILY**” on the form.

**NOTE: If conditions during construction or traffic interruption reduce the horizontal clearance to less than 16 feet and/or reduce the vertical clearance to less than 15 feet, the reduced clearances shall be clearly noted under “Additional Information”. If an oversize load detour is initiated, provide this information on the form. Send a copy of the form to Permits via e-mail, (OS/OWTrafficInterruptionReports), or fax to 404-635-8164(OW) and 404-635-8501 (OS). This applies to all interruptions regardless of county or route.**

The form should contain only one activity per report, unless multiple activities will occur simultaneously in the same general location and during the same time frame.

The following schedule should be followed:

1. Notice of openings should be given two (2) weeks in advance of implementing the change.
2. Notice of detours should be given one (1) week prior to implementing.
3. Lane closures and other traffic interruptions should be reported a week in advance and at no time less than three (3) days prior to implementing.

Earlier notification is desirable.

**NOTE: If a computer is non accessible a hard copy of the Traffic Interruption Report, can be filled in by hand and faxed per current procedures.**

## 150.5 Materials

### A. Delivery, Storage, and Handling

Store and protect removed streetlights, signs, or sign supports as required by the Contract provisions or as directed by the Engineer.

## 150.6 Construction Requirements

### A. Personnel

The Contractor shall designate a qualified Worksite Traffic Control Supervisor (WTCS) who shall be responsible for administering the traffic control Plan according to the Contract.

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### 1. Worksite Traffic Control Supervisor (WTCS):

- Be responsible for selecting, installing and maintaining all traffic control devices in accordance with the Plans, Specifications, Special Provisions and the [MUTCD](#).
- Have appropriate training in safe traffic control practices in accordance with Part VI of the [MUTCD](#).
- Ensure that all traffic control devices are effective and comply with the Traffic Control Plan.
- Exercise full authority to act on behalf of the Contractor in administering the Traffic Control Plan.
- Be available on a 24-hour basis and be able to respond effectively to an emergency within 45 minutes of notification.
- Supervise the installation of the traffic control devices before construction.

Review any modifications to the Traffic Control Plan before submitting them to the Project Engineer.

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- Inspect the traffic control devices on a regular basis to ensure that they meet the requirements of the Traffic Control Plan.
- Monitor the Work to ensure that all potential hazards are kept clear of the traffic and that dust, mud, and debris do not interfere with normal traffic operations or adjacent property.
- Ensure that the WTCS is certified when working on limited access highways.

**NOTE: No Work shall begin on any phase of the Project unless the appropriate traffic control devices have been placed according to the Contract requirements.**

### 2. Flagger

- Flaggers shall be provided as required to handle traffic, as specified in the Plans or Special Provisions, and as required by the Engineer.
- All flaggers shall meet the requirements of the [MUTCD](#) and shall have received training and a certificate upon completion of the training from a Department approved training program.
- Failure to provide a certified flagger as required will be reason for the Project Engineer to suspend work involving the flagger(s) until the Contractor provides certified flagger(s).
- Flaggers must have proof of certification and a valid identification available when performing flagger duties.
- Flaggers shall wear high-visibility clothing in compliance with [MUTCD](#).
- Flaggers shall use a Stop/Slow paddle meeting the requirements of the [MUTCD](#) for controlling traffic.

Flags used shall meet the minimum requirement of the [MUTCD](#).

## B. Equipment

### 1. Traffic Control Devices

All traffic control devices used during the construction of a project shall meet the Standards utilized in the [MUTCD](#), and shall comply with the requirements of these Specifications, Project Plans, and Special Provisions. All traffic control devices used on any project shall be NCHRP 350 compliant.

### 2. Reflectorization Requirements

- a. Interstate Highways:

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- All construction warning signs (Black on Orange) shall meet the reflectorization requirements of Section 913, Type V diamond grade sheeting on all signs regardless of the mounting height.
- All other signs shall meet the requirements of Type I engineering grade unless otherwise specified.

**NOTE: Channelization devices shall meet the requirements of Section 913, Type III or IV high intensity sheeting.**

b. All other Highways:

- All reflectorization for permanent mounting height construction signs (Black on Orange), object markers, and channelization devices shall meet the reflectorization requirements of [Section 913](#), Type III or IV unless otherwise specified.
- Portable signs which have rigid or flexible sign blanks shall have Type V diamond grade sheeting.
- Warning signs (W3-1a) for stop conditions that have rumble strips located in the travelway shall be reflectorized with Type V fluorescent yellow diamond grade sheeting.
- All other signs shall meet the requirements of Type I unless otherwise specified.

### 3. Loaning Traffic Signal Equipment

The Department may loan traffic signal equipment to a Contractor to expedite a project.

- a. The Project Engineer will determine if any equipment has been loaned to the Prime Contractor or any Subcontractor. If equipment has been loaned:
  - The Project Engineer will determine the approximate value of the equipment. Traffic Operations can help the Project Engineer determine the signal equipment's value.
  - The value of the equipment shall be withheld from the estimate until the loaned equipment has been returned to the Department in good condition.
- b. Loaned equipment may not be used to accomplish the operational test period required by the Contract.
- c. Include on the final punch list any loaned equipment that has not been returned.

**NOTE: A Project should never receive final acceptance until all loaned equipment has been returned to the Department.**

- d. The Department will provide the Contractor with a complete list of all equipment loaned to the Contractor. The Contractor confirms receipt of the equipment by signing for the delivery.

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- e. When the Contractor returns the equipment to the Department, he or she must furnish a complete list of all equipment returned.
- f. The Project Engineer will inventory the equipment to ensure it is returned and is in good condition.
- g. The Project Engineer will sign a release for the Contractor to acknowledge receipt of the equipment.

“Loaned equipment” discussed in this section does not include equipment supplied to the Contractor under Section 647 of the Specifications.

### 150.7 Construction

#### A. Inspection

During the day and night, the Project Engineer will periodically inspect the traffic control devices and determine their effectiveness in the Work zone. The frequency of these inspections will depend on the type and volume of Work.

During an inspection, observe traffic movement while the devices are operating. If appropriate, include the District Traffic Operations Office in this inspection. If the inspection uncovers concerns, the District Traffic Operations Office may assist the Project Engineer with solutions for improved traffic control. When an inspection is complete, the Project Engineer will document the results in the Contract diary.

#### B. Enforcement

If deficiencies in traffic control are not satisfactorily corrected within a reasonable time period, or a maximum of 24 hours after notification, take the following steps:

1. The Project Engineer will set a deadline for making corrections noted on Form T.C. 1, Traffic Control Inspection Report. He or she will notify the Contractor’s WTCS and the Project Superintendent in writing that the Department will take further action if the corrections are not made in a satisfactory and timely manner.
2. If the Contractor fails to meet the deadline, the Project Engineer will again notify the Project Superintendent in writing that the WTCS has failed to properly perform the duties of the job and will request that the Contractor cease all Work on the Project except for traffic and erosion control Items.
3. The notification will state that if all required corrections are not made immediately, then all payments to the Contractor will be withheld and the WTCS will be placed on probation for failure to perform the duties of the job. If the WTCS has been extremely delinquent, the Project Engineer may direct that the WTCS be dismissed from the duties of administering traffic control and find an immediate replacement.
4. If the Contractor again fails to meet the deadline after the Work has stopped and payments withheld, the Project Engineer will notify the Contractor in writing that nonrefundable deductions for nonperformance will begin until the Project Engineer is satisfied that all corrections have been made. All work, except traffic control and erosion control, shall remain shut down until all required corrections have been made.

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5. If the Contractor is delinquent or deficient in installing and maintaining traffic control, and the Project Engineer has carried out and properly documented the progressive steps listed above, the Project Engineer will require that the Contractor meet with the Department. The following people shall attend the meeting:
  - Area Engineer
  - District Construction Engineer (if available)
  - WTCS
  - Project Superintendent
  - Project Superintendent's immediate supervisor
6. At the meeting, the Area Engineer will outline the traffic control deficiencies to the Contractor. The Contractor shall provide a Plan to ensure that the Project will be brought into compliance with the traffic control Plan by a specific date. Work shall not resume until an acceptable Plan is approved by the Area Engineer.

### C. Restrictions

The Project Engineer may restrict construction operations if the Work would seriously disrupt traffic flow when unusual traffic conditions exist, such as during holidays and bad weather.

### D. Determining Reduced Speed Limits

GaDOT is responsible for determining the appropriate speed limit reduction for all roadways under its supervision. The Contractor may request a reduction of the existing speed limit; however, GaDOT will make the final determination.

The Project Engineer gives written approval for reduction of the established speed limit before the contractor will be allowed to reduce the speed limit.

The Project Engineer responsible for the activity will determine the following:

- Appropriate speed limit reduction
- Duration of the speed limit reduction
- Length of the Work zone

The Project Engineer must get the Area Engineers concurrence before final approval is given to the contractor. The District Traffic Operations may be consulted for assistance as part of the review process.

The Area Engineer shall notify the District Construction Engineer and the District Traffic Engineer in writing a minimum of 48 hours prior to placing the new speed zone in operation; an E-mail or fax is acceptable with a hard copy to follow.

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A temporary speed reduction zone will be established for a section of roadway according to an identified need such as:

- When workers are near a travel lane.
- When Work is being performed near a travel lane.
- When Temporary concrete barrier is located less than 2 feet (m) from the travelway.
- When the Contractor's request is justified.

A speed reduction will not be put in place for the entire length of the Project unless conditions require.

### **E. Work Zone Speed Limits**

The minimum reduction of the posted speed limit will be no less than 10 mph (16 kph) and a maximum reduction of no greater than 20 mph (32 kph).

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Do not use regulatory speed limit signs (black on white) to reduce speeds to less than 10 mph (16 kph) below the original speed limit unless one or more of the following conditions exist in the Work zone: Sharp

- cresting vertical curves
- Horizontal shifts
- Work is performed near a travel lane

### F. Signing Requirements for reduced speed limits

To temporarily reduce the speed limit in a Work zone, use the following guidelines. For additional information, refer to the Special Provision for Section 150 for reduced speed signage requirements.

1. Erect a standard R2-5a (Reduced Speed Ahead) sign a minimum of 600 ft (183 m) in advance of the reduced speed zone.
2. Erect a standard R2-1 (Speed Limit XX) sign a minimum of 600 ft (183 m) in advance of the beginning of the reduced speed zone, if the speed limit will be reduced a total of 20 mph (32 kph). This sign reduces the speed in 10 mph (16 kph) increments.
3. Erect a black on white regulatory R2-Special (Work Zone/Speed Limit XX/Minimum Fine \$100) sign 600 ft (183 m) past the previous sign erected in Step 1 or 2.
4. Erect intermediate R2-1 (Speed Limit XX) signs at intervals not exceeding one mile within the reduced speed zone.
5. Erect a standard R2-1 (Speed Limit XX) sign 600 ft (183 m) past the Work zone. This sign shall post the normal speed limit for the roadway.
6. Cover or remove all existing speed limit signs while the temporary reduction in the speed limit is in effect.

All signs will be erected in compliance with the minimum requirements of the MUTCD. **G.**

### Documentation

The Project Engineer shall record the following:

- The date and time that each temporary speed reduction zone is installed and removed
- The limits of the zone
- The traffic direction, if applicable

### H. Portable Changeable Message Signs

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When using a Portable Variable Message Sign (PCMS) on a Project, place the PCMS ahead of the construction activity or road condition to prepare the motorist. Do not place the PCMS in permanent location miles in advance of the Work zone.

The PCMS message should be concise and meaningful. Display messages no more than two flashes as described below: (One flash is desirable, motorists may not see nor comprehend longer messages.)

- The first flash should direct the motorist to take a specific action, such as MERGE/RIGHT, KEEP/RIGHT, or REDUCE/SPEED.
- The second flash, if necessary, should inform the motorist of road conditions, such as LEFT/LANE/CLOSED, LANE/NARROWS/AHEAD, SHOULDER/DROP/OFF, WATER/IN/ROAD or TRUCKS/IN AND OUT.

Do not use confusing or frightening messages such as USE CAUTION, HAZARD AHEAD, or DANGER. Also, avoid messages such as BUCKLE/UP or DRIVE/SAFELY that diminish the impact of important messages.

When the PCMS is not needed, turn off the sign and remove it from the roadside.

### I. Traffic Control for Utility Work

When GaDOT's Contractor or Subcontractor performs utility Work, Traffic Control shall be in accordance with the Contract Specifications (typically Special Provision 150). When a utility or a Contractor hired by the utility performs utility Work, whether by permit or agreement, shall control traffic according to the current policy of the Utilities Office, even if the Department is reimbursing the utility through a Force Account or the Work lies within a construction Work area. The current policy can be viewed in the Utility Accommodation Policy and Standards Manual, current edition, including any addendums, or at the State Utilities Office web site.

The Utility is responsible for planning with the Department's Contractor a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility will be required to perform its relocation and adjustment work.

The Utility traffic control shall be in accordance with the [Manual on uniform Traffic Control Devices \(MUTCD\)](#), current edition. The Utility will plan and determine the scope of a temporary traffic control plan (TCP). The Utility shall indicate on each individual permit application whether the TCP is based on the typical application drawings contained in Part 6 of the [MUTCD](#) or a detailed TCP designed solely for a particular work site or a combination of both. If the Utility determines that a detailed TCP designed solely for a particular work site is needed, a copy of the detailed TCP shall be submitted with the permit application. The Department reserves the right to request a detailed TCP upon review of the permit applications.

Prior to commencing work associated with highway construction, whether by permit or agreement, the Utility shall notify the Department's Area Engineer or Project Engineer and present their work schedule and temporary traffic control plan in order to review for any changes from the preconstruction phase submittal and for understanding by all parties prior to occupying the work site.

## Section 150—Traffic Control

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All flaggers shall be certified from a Department approved training program. Flaggers shall have their certification with them at all times, when flagging, and may be subject to inspection. Failure to provide certified flaggers shall be reason for suspending work requiring the flagger(s) until a certified flagger can be provided.

The Engineer reserves the right to require additional flaggers, signs, warning lights, channelization devices and other safety devices as may be necessary to properly protect, warn and safeguard the traveling public. Continued failure of the Utility to comply with the requirement of this or any other related section will result in the Engineer issuing a written order to stop work (i.e. Stop Work Order). Upon issuance of a stop work order, all utility work on the right of way will be suspended, except erosion control and traffic control, until corrective actions or deficiencies are addressed, and the Engineer issues a written resume work order.

Contact the State Utilities Office or your respective District Utilities Office for future guidance.

To obtain photocopies of the GUCC Manual and copies of individual traffic control plans, contact the District Utility Office.

### 150.8 Measurement

When listed in the Contract, payment for Traffic Control will be made at the Lump Sum price bid, which will include all traffic control not paid for separately, and will be paid as follows:

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

### 150.9 Payment

**NOTE: Under normal circumstances the Project Engineer shall not withhold any percentage of payment due to be paid to the Contractor.**

## Section 400—Hot Mix Asphaltic Concrete Construction

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### 400.1 General Description

This work includes constructing one or more courses of bituminous plant mixture on the prepared foundation or existing roadway surface. The mixture shall conform with lines, grades, thicknesses, and typical cross sections shown on the Plans or established by the Engineer.

This section includes the requirements for all bituminous plant mixtures regardless of the gradation of the aggregates, type and amount of bituminous material, or pavement use.

Work will be accepted on a lot-to-lot basis according to the requirements of this Section and [Section 106](#).

#### 400.1.01 Definitions

Segregated Mixture: Mixture which lacks homogeneity in HMA constituents of such a magnitude that there is a reasonable expectation of accelerated pavement distress or performance problems. May be quantified by measurable changes in temperature, gradation, asphalt content, air voids, or surface texture.

New Construction: A roadway section more than 0.5 mile (800 m) long that is not longitudinally adjacent to the existing roadway. If more than one lane is added, and any of the lanes are longitudinally adjacent to the existing lane, each lane shall be tested under the criteria for a resurfacing project.

Trench Widening: Widening no more than 4 ft. (1.2 m) in width.

Comparison sample: Opposite quarter of material sampled by the Contractor.

Quality assurance sample: Independent sample taken by the Department.

Referee sample: A sample of the material remaining after quartering which is used for evaluation if a comparison of Contractor and Departmental test results is outside allowable tolerances.

#### 400.1.02 Related References

##### A. Standard Specifications

[Section 106—Control of Materials](#)

[Section 109—Measurement and Payment](#)

[Section 152—Field Laboratory Building Section  
413—Bituminous Tack Coat](#)

[Section 424—Bituminous Surface Treatment](#)

[Section 802—Coarse Aggregate for Asphaltic Concrete](#)

[Section 828—Hot Mix Asphaltic Concrete Mixtures](#)

##### B. Referenced Documents

## Section 400—Hot Mix Asphaltic Concrete Construction

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AASHTO T 209

AASHTO T 202

AASHTO T 49

Laboratory Standard Operating Procedure (SOP) 27, “Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia”

Department of Transportation Standard Operating Procedure (SOP) 15

[GDT 38](#)

[GDT 73](#)

[GDT 78](#)

[GDT 83](#)

[GDT 93](#)

[GDT 119](#)

[GDT 125](#)

[GSP 15](#)

[GSP 21](#)

[QPL 1](#)

[QPL 2](#)

[QPL 7](#)

[QPL 26](#)

[QPL 30](#)

[QPL 39](#)

[QPL 41](#)

[QPL 45](#)

[QPL 65](#)

[QPL 67](#)

[QPL 70](#)

[QPL 77](#)

### **400.1.03 Submittals**

#### **A. Invoices**

When the Department requests, furnish formal written invoices from a supplier for all materials used in production of HMA. Show the following on the Bill of Lading:

## Section 400—Hot Mix Asphaltic Concrete Construction

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- Date shipped
- Quantity in tons (megagrams)
- Included with or without additives (for asphalt cement)

Purchase asphaltic cement from a supplier who will provide copies of Bill of Lading upon the Department's request.

### B. Paving Plan

Before starting asphaltic concrete construction, submit a written paving plan to the Engineer for approval. Include the following on the paving plan:

- Proposed starting date
- Location of plant(s)
- Rate of production
- Average haul distance(s)
- Number of haul trucks
- Paver speed feet (meter)/minute for each placement operation
- Mat width for each placement operation
- Number and type of rollers for each placement operation
- Sketch of the typical section showing the paving sequence for each placement operation

Electronic controls used for each placement operation

Temporary pavement marking plan

If staged construction is designated in the Plans or contract, provide a paving plan for each construction stage.

If segregation is detected, submit a written plan of measures and actions to prevent segregation. Work will not continue until the plan is submitted to and approved by the Department.

### C. Job Mix Formula

After the Contract has been awarded, submit to the Engineer a written job mix formula proposed for each mixture type to be used based on an approved mix design. Furnish the following information for each mix:

Specific project for which the mixture will be used

Source and description of the materials to be used

Mixture I.D. Number

Proportions of the raw materials to be combined in the paving mixture

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Single percentage of the combined mineral aggregates passing each specified sieve

Single percentage of asphalt by weight of the total mix to be incorporated in the completed mixture

Single temperature at which to discharge the mixture from the plant

Theoretical specific gravity of the mixture at the designated asphalt content

Name of the person or agency responsible for quality control of the mixture during production Do the following to have the formulas approved and to ensure their quality:

1. Submit proposed job mix formulas for review at least two weeks before beginning the mixing operations.
2. Do not start hot mix asphaltic concrete work until the Engineer has approved a job mix formula for the mixture to be used. No mixture will be accepted until the Engineer has given approval.
3. Provide mix designs for all Superpave and 4.75 mm mixes to be used. The Department will provide mix design results for other mixes to be used.
4. After a job mix formula has been approved, assume responsibility for the quality control of the mixtures supplied to the Department according to [Subsection 106.01, —Source of Supply and Quantity of Materials.](#)

### D. Quality Control Program

Submit a Quality Control Plan to the Office of Materials and Research for approval. The Quality Control Program will be included as part of the certification in the semiannual plant inspection report.

## 400.2 Materials

Ensure that materials comply with the specifications listed in Table 1.

**Table 1—Materials Specifications**

<b>Material</b>	<b>Subsection</b>
Asphalt Cement, Grade Specified	<a href="#">820.2</a>
Coarse Aggregates for Asphaltic Concrete	<a href="#">802.2.02</a>
Fine Aggregates for Asphaltic Concrete	<a href="#">802.2.01</a>
Mineral Filler	<a href="#">883.1</a>
Heat Stable Anti-Stripping Additive	<a href="#">831.2.04</a>
Hydrated Lime	<a href="#">882.2.03</a>
Silicone Fluid	<a href="#">831.2.05</a>
Bituminous Tack Coat: PG 58-22, PG 64-22, PG 67-22	<a href="#">820.2</a>

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Hot Mix Asphaltic Concrete Mixtures	<a href="#">828</a>
Fiber Stabilizing Additives	<a href="#">819</a>

When required, provide Uintaite material, hereafter referred to by the common trade name Gilsonite, as a reinforcing agent for bituminous mixtures. Supply a manufacturer's certification that the Gilsonite is a granular solid which meets the following requirements:

Softening Point (AASHTO: T-53) 300-350 F (150-175 C)

Specific Gravity, 77 F (25 °C) (AASHTO: T-228) 1.04 ± 0.02

Flash Point, COC (AASHTO: T-48) 550 F (290 C) Min. ° °

Ash Content (AASHTO: T-111) 1.0% Max.

Penetration, 77 F (25 °C), 100 gm., 5 sec. (AASHTO: T-49) 0

### 400.2.01 Delivery, Storage, and Handling

Storage of material is allowed in a properly sealed and insulated system for up to 24 hours except that Stone Matrix Asphalt (SMA), Open-Graded Friction Course (OGFC), or Porous European Mix (PEM) mixtures shall not be stored more than 12 hours. Mixtures other than SMA, OGFC, or PEM may be stored up to 72 hours in a sealed and insulated system, equipped with an auxiliary inert gas system, with the Engineer's approval.

Segregation, lumpiness, or stiffness of stored mixture is cause for rejection of the mixture. The Engineer will not approve using a storage or surge bin if the mixture segregates, loses excessive heat, or oxidizes during storage.

The Engineer may obtain mixture samples or recover asphalt cement according to [GDT 119](#). AASHTO T 202 and T 49 will be used to perform viscosity and penetration tests to determine how much asphalt hardening has occurred.

#### A. Vehicles for Transporting and Delivering Mixtures

Ensure that trucks used for hauling bituminous mixtures have tight, clean, smooth beds.

Follow these guidelines when preparing vehicles to transport bituminuous mixtures:

1. Use an approved releasing agent from [QPL 39](#) in the transporting vehicle beds, if necessary, to prevent the mixture from sticking to the bed. Ensure that the releasing agent is not detrimental to the mixture. When applying the agent, drain the excess agent from the bed before loading.
2. Protect the mixture with a waterproof cover large enough to extend over the sides and ends of the bed. Securely fasten the waterproof cover before the vehicle begins moving.
3. Insulate the front end and sides of each bed with an insulating material with the following specifications:
  - Consists of builders insulating board or equivalent
  - Has a minimum "R" value of 4.0

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Can withstand approximately 400 °F (200 °C) temperatures

Install the insulating material so it is protected from loss and contamination.

4. Mark each transporting vehicle with a clearly visible identification number.
5. Create a hole in each side of the bed so that the temperature of the loaded mixture can be checked.

Ensure that the mixture is delivered to the roadway at a temperature within  $\pm 20$  °F ( $\pm 11$  °C) of the temperature on the job mix formula.

If the Engineer determines that a truck may be hazardous to the Project or adversely affect the quality of the work, remove the truck from the project.

### **B. Containers for Transporting, Conveying, and Storing Bituminous Material**

To transport, convey, and store bituminous material, use containers free of foreign material and equipped with sample valves. Bituminous material will not be accepted from conveying vehicles if material has leaked or spilled from the containers.

## **400.3 Construction Requirements**

### **400.3.01 Personnel**

General Provisions 101 through 150.

### **400.3.02 Equipment**

Hot mix asphaltic concrete plants that produce mix for Department use are governed by Quality Assurance for Hot Mix Asphaltic Concrete Plants in Georgia, Laboratory Standard Operating Procedure No. 27.

The Engineer will approve the equipment used to transport and construct hot mix asphaltic concrete. Ensure that the equipment is in satisfactory mechanical condition and can function properly during production and placement operations. Place the following equipment at the plant or project site:

#### **A. Field Laboratory**

Provide a field laboratory according to [Section 152](#).

#### **B. Plant Equipment**

##### 1. Scales

Provide scales as follows:

- a. Furnish (at the Contractor's expense) scales to weigh bituminous plant mixtures, regardless of the measurement method for payment.
- b. Ensure that the weight measuring devices that provide documentation comply with [Subsection 109.01, —Measurement and Quantities.](#)

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- c. When not using platform scales, provide weight devices that record the mixture net weights delivered to the truck. A net weight system will include, but is not limited to:
  - Hopper or batcher-type weight systems that deliver asphaltic mixture directly to the truck
  - Fully automatic batching equipment with a digital recording device
- d. Use a net weight printing system only with automatic batching and mixing systems approved by the Engineer.
- e. Ensure that the net weight scale mechanism or device manufacturer, installation, performance, and operation meets the requirements in [Subsection 109.01, —Measurement and Quantities!](#)
- f. Provide information on the Project tickets according to Department of Transportation SOP-15.

### 2. Time-Locking Devices

Furnish batch type asphalt plants with automatic time-locking devices that control the mixing time automatically. Construct these devices so that the operator cannot shorten or eliminate any portion of the mixing cycle.

### 3. Surge- and Storage-Systems

Provide surge and storage bins as follows:

- a. Ensure that bins for mixture storage are insulated and have a working seal, top and bottom, to prevent outside air infiltration and to maintain an inert atmosphere during storage.
  - Bins not intended as storage bins may be used as surge bins to hold hot mixtures for part of the working day. However, empty these surge bins completely at the end of the working day.
- b. Ensure that surge and storage bins can retain a predetermined minimum level of mixture in the bin when the trucks are loaded.
- c. Ensure that surge and storage systems do not contribute to mix segregation, lumpiness, or stiffness.

#### 4. Controls for Dust Collector Fines Control dust collection as follows:

- a. When collecting airborne aggregate particles and returning them to the mixture, have the return system meter all or part of the collected dust uniformly into the aggregate mixture and waste the excess. The collected dust percentage returned to the mixture is subject to the Engineer's approval.
- b. When the collected dust is returned directly to the hot aggregate flow, interlock the dust feeder with the hot aggregate flow and meter the flow to maintain a flow that is constant, proportioned, and uniform.

### 5. Mineral Filler Supply System

When mineral filler is required as a mixture ingredient:

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- a. Use a separate bin and feed system to store and proportion the required quantity into the mixture with uniform distribution.
- b. Control the feeder system with a proportioning device that meets these specifications:
  - Is accurate to within  $\pm 10$  percent of the filler required
  - Has a convenient and accurate means of calibration
  - Interlocks with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes
- c. Provide flow indicators or sensing devices for the mineral filler system and interlock them with the plant controls to interrupt the mixture production if mineral filler introduction fails.
- d. Add mineral filler to the mixture as follows, according to the plant type:
  - Batch Type Asphalt Plant. Add mineral filler to the mixture in the weigh hopper.
  - Continuous Plant Using Pugmill Mixers. Feed the mineral filler into the hot aggregate before it is introduced into the mixer so that dry mixing is accomplished before the bituminous material is added.
    - Continuous Plants Using the Drier-Drum Mixers. Add the mineral filler so that dry mixing is accomplished before the bituminous material is added and ensure that the filler does not become entrained into the air stream of the drier.

### 6. Hydrated Lime Treatment System

When hydrated lime is required as a mixture ingredient:

- a. Use a separate bin and feed system to store and proportion the required quantity into the mixture.
- b. Ensure that the aggregate is uniformly coated with hydrated lime aggregate before adding the bituminous material to the mixture. Add the hydrated lime so that it will not become entrained in the exhaust system of the drier or plant.
- c. Control the feeder system with a proportioning device that meets these specifications:
  - Is accurate to within  $\pm 10$  percent of the amount required
  - Has a convenient and accurate means of calibration
  - Interlocks with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes and to ensure that mixture produced is properly treated with lime
- d. Provide flow indicators or sensing devices for the hydrated lime system and interlock them with the plant controls to interrupt mixture production if hydrated lime introduction fails.

### 7. Net Weight Weighing Mechanisms

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Certify the accuracy of the net weight weighing mechanisms by an approved registered scale serviceperson at least once every 6 months. Check the accuracy of net weight weighing mechanisms at the beginning of Project production and thereafter as directed by the Engineer. Check mechanism accuracy as follows:

- a. Weigh a load on a set of certified commercial truck scales. Ensure that the difference between the printed total net weight and that obtained from the commercial scales is no greater than 4 lbs/1,000 lbs (4 kg/Mg) of load.
  - Check the accuracy of the bitumen scales as follows:
  - Use standard test weights.
  - If the checks indicate that printed weights are out of tolerance, have a registered scale serviceperson check the batch scales and certify the accuracy of the printer.

While the printer system is out of tolerance and before its adjustment, continue production only if using a set of certified truck scales to determine the truck weights.

- b. Have plants that use batch scales maintain ten 50 lb (25 kg) standard test weights at the plant site to check batching scale accuracy.

Ensure that plant scales that are used only to proportion mixture ingredients, not to determine pay quantities, are within two percent throughout the range.

### 8. Fiber Supply System

When stabilizing fiber is required as a mixture ingredient:

- a. Use a separate feed system to store and proportion by weight the required quantity into the mixture with uniform distribution.
- b. Control the feeder system with a proportioning device that meets these Specifications:
  - Is accurate to within  $\pm 10$  percent of the amount required. Automatically adjusts the feed rate to maintain the material within this tolerance at all times
  - Has a convenient and accurate means of calibration
  - Provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds (kg) per minute, to verify feed rate
  - Interlocks with the aggregate feed or weigh system to maintain the correct proportions for all rates of production and batch sizes
- c. Provide flow indicators or sensing devices for the fiber system and interlock them with the plant controls to interrupt the mixture production if fiber introduction fails or if the output rate is not within the tolerances given above.
- d. Introduce the fiber as follows:

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- When a batch type plant is used, add the fiber to the aggregate in the weigh hopper. Increase the batch dry mixing time by 8 to 12 seconds from the time the aggregate is completely emptied into the mixer to ensure the fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.
- When a continuous or drier-drum type plant is used, add the fiber to the aggregate and uniformly disperse prior to the injection of asphalt cement. Ensure the fibers will not become entrained in the exhaust system of the drier or plant.

### C. Equipment at Project Site

#### 1. Cleaning Equipment

Provide sufficient hand tools and power equipment to clean the roadway surface before placing the bituminous tack coat. Use power equipment that complies with [Subsection 424.3.02.F, —Power Broom and Power Blower.](#)

#### 2. Pressure Distributor

To apply the bituminous tack coat, use a pressure distributor that complies with [Subsection 424.3.02.B, —Pressure Distributor.](#)

#### 3. Bituminous Pavers

To place hot mix asphaltic concrete, use bituminous pavers that can spread and finish courses that are:

As wide and deep as indicated on the Plans

True to line, grade, and cross section

Smooth

Uniform in density and texture

- a. Continuous Line and Grade Reference Control. Furnish, place, and maintain the supports, wires, devices, and materials required to provide continuous line and grade reference control to the automatic paver control system.
- b. Automatic Screed Control System. Equip the bituminous pavers with an automatic screed control system actuated from sensor-directed mechanisms or devices that will maintain the paver screed at a pre-determined transverse slope and elevation to obtain the required surface.
- c. Transverse Slope Controller. Use a transverse slope controller capable of maintaining the screed at the desired slope within  $\pm 0.1$  percent. Do not use continuous paving set-ups that result in unbalanced screed widths or off-center breaks in the main screed cross section unless approved by the Engineer.
- d. Screed Control. Equip the paver to permit the following four modes of screed control. The method used shall be approved by the Engineer.

Automatic grade sensing and slope control

Automatic dual grade sensing

Combination automatic and manual control

Total manual control

Ensure that the controls are referenced with a taut string or wire set to grade, or with a ski-type device or mobile reference at least 30 ft (9 m) long when using a conventional ski. A non-contacting laser or sonar-type ski with at least four referencing mobile stations may be used with a reference at least 24 ft. (7.3 m) long. Under limited conditions, a short ski or shoe may be substituted for a long ski on the second paver operating in tandem, or when the reference plane is a newly placed adjacent lane.

Automatic screed control is required on all Projects; however, when the Engineer determines that Project conditions prohibit the use of such controls, the Engineer may waive the grade control, or slope control requirements, or both.

- e. Paver Screed Extension. When the laydown width requires a paver screed extension, use bolt-on screed extensions to extend the screeds, or use an approved mechanical screed extension device. When the screed is extended, add auger extensions according to the paver manufacturer's recommendations.

**Note: Do not use extendible strike-off devices instead of approved screed extensions. Only use a strike-off device in areas that would normally be luted in by hand labor.**

#### 4. Compaction Equipment

Ensure that the compaction equipment is in good mechanical condition and can compact the mixture to the required density. The compaction equipment number, type, size, operation, and condition is subject to the Engineer's approval

#### 5. Materials Transfer Vehicle (MTV)

- a. Use a Materials Transfer Vehicle (MTV) when placing asphaltic concrete mixtures on Projects on the state route system with the following conditions:

- 1) When to use:

The ADT is equal to or greater than 6000,

The project length is equal to or greater than 3000 linear feet (915 linear meters),

The total tonnage (megagrams) of all asphaltic concrete mixtures is greater than 2000 tons (1815 Mg).

2) Where to use:

Mainline of the traveled way

Collector/distributor (C/D) lanes on Interstates and limited access roadways

Leveling courses at the Engineer's discretion

b. Ensure the MTV and conventional paving equipment meet the following requirements:

1) MTV

Has a truck unloading system which receives mixture from the hauling equipment and independently deliver mixtures from the hauling equipment to the paving equipment.

Has mixture remixing capability by either a storage bin in the MTV with a minimum capacity of 14 tons (13 megagrams) of mixture and a remixing system in the bottom of MTV storage bin, or a dual pugmill system located in the paver hopper insert with two full length transversely mounted paddle mixers to continuously blend the mixture as it discharges to a conveyor system.

Provides to the paver a homogeneous, non-segregated mixture of uniform temperature with no more than 20 °F(18 °C) difference between the highest and lowest temperatures when measured transversely across the width of the mat in a straight line at a distance of one foot to three feet from the screed while the paver is operating.

2) Conventional Paving Equipment

Has a paver hopper insert with a minimum capacity of 14 tons (13 Mg) installed in the hopper of conventional paving equipment when an MTV is used.

- c. If the MTV malfunctions during spreading operations, discontinue placement of hot mix asphaltic concrete after there is sufficient hot mix placed to maintain traffic in a safe manner. However, placement of hot mix asphaltic concrete in a lift not exceeding 2 in. (50 mm) may continue until any additional hot mix in transit at the time of the malfunction has been placed. Cease spreading operations thereafter until the MTV is operational.
- d. Ensure the MTV is empty when crossing a bridge and is moved across without any other Contractor vehicles or equipment on the bridge. Move the MTV across a bridge in a travel lane and not on the shoulder. Ensure the speed of the MTV is no greater than 5 mph (8 kph) without any acceleration or deceleration while crossing a bridge.

### 400.3.03 Preparation

#### A. Prepare Existing Surface

Prepare the existing surface as follows:

1. Clean the Existing Surface. Before applying hot mix asphaltic concrete pavement, clean the existing surface to the Engineer's satisfaction.
2. Patch and Repair Minor Defects Before placing leveling course:

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- a. Correct potholes and broken areas that require patching in the existing surface and base as directed by the Engineer.
  - b. Cut out, trim to vertical sides, and remove loose material from the areas to be patched.
  - c. Prime or tack coat the area after it has been cleaned. Compact patches to the Engineer's satisfaction. Material for patches does not require a job mix formula, but shall meet the gradation range shown in [Section 828](#). The Engineer must approve the asphalt content to be used.
3. Apply Bituminous Tack Coat  
Apply the tack coat according to [Section 413](#). The Engineer will determine the application rate, which must be within the limitations Table 2.

**Table 2—Application Rates for Bituminous Tack, gal/yd<sup>2</sup> (L/m<sup>2</sup>)**

	Minimum	Maximum
Under OGFC and PEM Mixes	0.06 (0.270)	0.08 (0.360)
All Other Mixes	0.04 (0.180)	0.06(0.270)

\*On thin leveling courses and freshly placed asphaltic concrete mixes, reduce the application rate to 0.02 to 0.04 gal/yd<sup>2</sup> (0.09 to 0.18 L/m<sup>2</sup>).

### B. Place Patching and Leveling Course

1. When the existing surface is irregular, bring it to the proper cross section and grade with a leveling course of hot mix asphaltic concrete materials.
2. Use leveling at the same Superpave Mix Design Level specified for the surface course except when leveling is no greater than 0.75 inch (19 mm).
3. Place leveling at the locations and in the amounts directed by the Engineer.
4. Use leveling course mixtures that meet the requirements of the job mix formulas defined in:  
[Subsection 400.3.05.A. —Observe Composition of Mixtures](#)  
[Section 828](#)  
Leveling acceptance schedules in  
[Subsection 400.3.06.A. —Acceptance Plans for Gradation and Asphalt Cement Content](#)
5. If the leveling and patching mix type is undesignated, determine the mix type by the thickness or spread rate according to Table 3, but do not use 4.75 mm mix on interstate projects.

**Table 3—Leveling and Patching Mix Types**

<b>Thickness</b>	<b>Rate of Spread</b>	<b>Type of Mix</b>
Up to 0.75 in (19 mm)	Up to 85 lbs/yd <sup>2</sup> (45 kg/m <sup>2</sup> )	4.75 mm Mix or 9.5 mm Superpave (Level A)
0.75 to 1.5 in (19 to 38 mm)	85 to 165 lbs/yd <sup>2</sup> (45 to 90 kg/m <sup>2</sup> )	9.5 mm Superpave (Level B)
1.5 to 2 in (38 to 50 mm)	165 to 220 lbs/yd <sup>2</sup> (90 to 120 kg/m <sup>2</sup> )	12.5 mm Superpave *
2 to 3 in (50 to 75 mm)	220 to 330 lbs/yd <sup>2</sup> (120 to 180 kg/m <sup>2</sup> )	19 mm Superpave *
Over 3 in (75 mm)	Over 330 lbs/yd <sup>2</sup> (180 kg/m <sup>2</sup> )	25 mm Superpave

\* These mixtures may be used for isolated patches no more than 6 in. (150 mm) deep and no more than 4 ft. (1.2 m) in diameter or length.

**400.3.04 Fabrication**

General Provisions 101 through 150.

**400.3.05 Construction**

Provide the Engineer at least one day’s notice prior to beginning construction, or prior to resuming production if operations have been temporarily suspended.

**A. Observe Composition of Mixtures**

1. Calibration of plant equipment

If the material changes, or if a component affecting the ingredient proportions has been repaired, replaced, or adjusted, check and recalibrate the proportions.

Calibrate as follows:

- a. Before producing mixture for the Project, calibrate by scale weight the electronic sensors or settings for proportioning mixture ingredients.
- b. Calibrate ingredient proportioning for all rates of production.

2. Mixture control

Compose hot mix asphaltic concrete from a uniform mixture of aggregates, bituminous material, and if required, hydrated lime, mineral filler, or other approved additive.

Make the constituents proportional to produce mixtures that meet the requirements in [Section 828](#). The general composition limits prescribed are extreme ranges within which the job mix formula must be established. Base mixtures on a design analysis that meets the requirements of [Section 828](#).

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If control test results show that the characteristic tested does not conform to the job mix formula control tolerances given in [Section 828](#), take immediate action to ensure that the quality control methods are effective.

Control the materials to ensure that extreme variations do not occur. Maintain the gradation within the composition limits in [Section 828](#).

### B. Prepare Bituminous Material

Uniformly heat the bituminous material to the temperature specified in the job mix formula with a tolerance of  $\pm 20$  °F ( $\pm 10$  °C).

### C. Prepare the Aggregate

Prepare the aggregate as follows:

1. Heat the aggregate for the mixture, and ensure a mix temperature within the limits of the job mix formula.
2. Do not contaminate the aggregate with fuel during heating.
3. Reduce the absorbed moisture in the aggregate until the asphalt does not separate from the aggregate in the prepared mixture. If this problem occurs, the Engineer will establish a maximum limit for moisture content in the aggregates. When this limit is established, maintain the moisture content below this limit.

### D. Prepare the Mixture

Proportion the mixture ingredients as necessary to meet the required job mix formula. Mix until a homogenous mixture is produced.

#### 1. Add Mineral Filler

When mineral filler is used, introduce it in the proper proportions and as specified in [Subsection 400.3.02.B.5. —Mineral Filler Supply System.](#)

#### 2. Add Hydrated Lime

When hydrated lime is included in the mixture, add it at a rate specified in [Section 828](#) and the job mix formula. Use methods and equipment for adding hydrated lime according to [Subsection 400.3.02.B.6. —Hydrated Lime Treatment System.](#)

Add hydrated lime to the aggregate by using Method A or B as follows:

Method A—Dry Form—Add hydrated lime in its dry form to the mixture as follows, according to the type of plant:

- a. Batch Type Asphalt Plant: Add hydrated lime to the mixture in the weigh hopper or as approved and directed by the Engineer.

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- b. Continuous Plant Using Pugmill Mixer: Feed hydrated lime into the hot aggregate before it is introduced into the mixer so that dry mixing is complete before the bituminous material is added.
- c. Continuous Plant Using Drier-Drum Mixer: Add hydrated lime so that the lime will not become entrained into the air stream of the drier and so that thorough dry mixing will be complete before the bituminous material is added.

Method B—Lime/Water Slurry—Add the required quantity of hydrated lime (based on dry weight) in lime/water slurry form to the aggregate. This solution consists of lime and water in concentrations as directed by the Engineer.

Equip the plant to blend and maintain the hydrated lime in suspension and to mix it with the aggregates uniformly in the proportions specified.

### 3. Add Stabilizing Fiber

When stabilizing fiber is included in the mixture, add it at a rate specified in [Section 819](#) and the Job Mix Formula. Introduce it as specified in [Subsection 400.3.02.B.8, —Fiber Supply System.](#)

### 4. Add Gilsonite Modifier

When required, add the Gilsonite modifier to the mixture at a rate such that eight percent by weight of the asphalt cement is replaced by Gilsonite. Use either PG 64-22 or PG 67-22 asphalt cement as specified in [Subsection 820.2.01](#). Provide suitable means to calibrate and check the rate of Gilsonite being added. Introduce Gilsonite modifier by either of the following methods.

- a. For batch type plants, incorporate Gilsonite into the pugmill at the beginning of the dry mixing cycle. Increase the dry mix cycle by a minimum of 10 seconds after the Gilsonite is added and prior to introduction of the asphalt cement. For this method, supply Gilsonite in plastic bags to protect the material during shipment and handling and store the modifier in a waterproof environment. The bags shall be capable of being completely melted and uniformly blended into the combined mixture. Gilsonite may also be added through a mineral filler supply system as described in [Subsection 400.3.02.B.5, —Mineral Filler Supply System.](#) The system shall be capable of injecting the modifier into the weigh hopper near the center of the aggregate batching cycle so the material can be accurately weighed.
- b. For drum drier plants, add Gilsonite through the recycle ring or through an acceptable means which will introduce the Gilsonite prior to the asphalt cement injection point. The modifier shall be proportionately fed into the drum mixer at the required rate by a proportioning device which shall be accurate within  $\pm 10$  percent of the amount required. The entry point shall be away from flames and ensure the Gilsonite will not be caught up in the air stream and exhaust system.

### 5. Avoid Materials from Different Sources

Do not use mixtures prepared from aggregates from different sources intermittently. This will cause the color of the finished pavement to vary.

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**E. Observe Weather Limitations**

Do not mix and place asphaltic concrete if the existing surface is wet or frozen. Do not lay asphaltic concrete OGFC mix or PEM at air temperatures below 55 °F (13 °C). For other courses, follow the temperature guidelines in the following table:

**Table 4—Lift Thickness Table**

<b>Lift Thickness</b>	<b>Minimum Temperature</b>
1 in (25 mm) or less	55 °F (13 °C)
1.1 to 2 in (26 mm to 50 mm)	45 °F (8 °C)
2.1 to 3 in (51 mm to 75 mm)	35 °F (2 °C)
3.1 to 4 in (76 mm to 100 mm)	30 °F (0 °C)
4.1 to 8 in (101 mm to 200 mm)	Contractor’s discretion

**F. Perform Spreading and Finishing**

Spread and finish the course as follows:

1. Determine the course’s maximum compacted layer thickness by the type mix being used according to Table 5.

**Table 5—Maximum Layer Thickness**

<b>Mix Type</b>	<b>Minimum Layer Thickness</b>	<b>Maximum Layer Thickness</b>	<b>Maximum Total Thickness</b>
25 mm Superpave	3 in (75 mm)	5 in (125 mm) *	—
19 mm Superpave	1 3/4 in (44 mm)	3 in (75 mm) *	—
12.5 mm Superpave	1 3/8 in (35 mm)	2 1/2 in (62 mm)*	8 in (200 mm)
9.5 mm Superpave Levels	1 1/8 in.(28 mm)	2 in (50 mm)	4 in (100 mm)
<b>Mix Type</b>	<b>Minimum Layer Thickness</b>	<b>Maximum Layer Thickness</b>	<b>Maximum Total Thickness</b>
B, C, or D)			
9.5 mm Superpave Level A)	3/4 in (19 mm)	1 3/8 in (35 mm)	4 in (100 mm)
4.75 mm Mix	7/8 in (22) mm)	1 1/8 in (30 mm)	2 in (50 mm)

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9.5 mm OGFC	55 lbs/yd <sup>2</sup> (30 kg/m <sup>2</sup> )	65 lbs/yd <sup>2</sup> (36 kg/m <sup>2</sup> )	—
12.5 mm OGFC	85 lbs/yd <sup>2</sup> (47 kg/m <sup>2</sup> )	95 lbs/yd <sup>2</sup> (53 kg/m <sup>2</sup> )	—
12.5 mm PEM	110 lbs/yd <sup>2</sup> (80 kg/m <sup>2</sup> )	165 lbs/yd <sup>2</sup> (90 kg/m <sup>2</sup> )	—
9.5 mm SMA	1 1/8 in (28 mm)	1 1/2 in (40 mm)	4 in (100 mm)
12.5 mm SMA	1 1/4 in (32 mm)	3 in (75 mm)	6 in (150 mm)
19 mm SMA	1 3/4 in (44 mm)	3 in (75 mm)	—

\* Allow up to 6 in (150 mm) per lift on trench widening. Place 9.5 mm Superpave and 12.5 mm Superpave up to 4 in (100 mm) thick for driveway and side road transition.

2. Unload the mixture into the paver hopper or into a device designed to receive the mixture from delivery vehicles.
3. Except for leveling courses, spread the mixture to the loose depth for the compacted thickness or the spread rate. Use a mechanical spreader true to the line, grade, and cross section specified.
4. For leveling courses, use a motor grader equipped with a spreader box and smooth tires to spread the material or use a mechanical spreader meeting the requirements in [Subsection 400.3.02.C. —Equipment at Project Site.](#)
5. Obtain the Engineer's approval for the sequence of paving operations, including paving the adjoining lanes. Minimize tracking tack onto surrounding surfaces.
6. Ensure that the outside edges of the pavement being laid are aligned and parallel to the roadway center line.
7. For Contracts that contain multiple lifts or courses, arrange the width of the individual lifts so that the longitudinal joints of each successive lift are offset from the previous lift at least 1 ft (300 mm). This requirement does not apply to the lift immediately over thin lift leveling courses.

Ensure that the longitudinal joint(s) in the surface course and the mix immediately underneath asphaltic concrete OGFC are at the lane line(s).

**NOTE: Perform night work with artificial light provided by the Contractor and approved by the Engineer.**

8. Where mechanical equipment cannot be used, spread and rake the mixture by hand. Obtain the Engineer's approval of the operation sequence, including compactive methods, in these areas.
9. Keep small hand raking tools clean and free from asphalt build up. Do not use fuel oil or other harmful solvents to clean tools during the work.
10. Do not use mixture with any of these characteristics:
  - Segregated

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Nonconforming temperature

Deficient or excessive asphalt cement content

Otherwise unsuitable to place on the roadway in the work

11. Remove and replace mixture placed on the roadway that the Engineer determines has unacceptable blemish levels from segregation, streaking, pulling and tearing, or other characteristics. Replace with acceptable mixture at the Contractor's expense. Do not continually place mixtures with deficiencies.

Do not place subsequent course lifts over another lift or courses placed on the same day while the temperature of the previously placed mix is 140 °F (60 °C) or greater.

12. Obtain the Engineer's approval of the material compaction equipment. Perform the rolling as follows:
  - a. Begin the rolling as close behind the spreader as possible without causing excessive distortion of the asphaltic concrete surface.
  - b. Continue rolling until roller marks are no longer visible.
  - c. Use pneumatic-tired rollers with breakdown rollers on all surface and subsurface courses except asphaltic concrete OGFC, PEM and SMA or other mixes designated by the Engineer.
13. If applicable, taper or "feather" asphaltic concrete from full depth to a depth no greater than 0.5 in (13 mm) along curbs, gutters, raised pavement edges, and areas where drainage characteristics of the road must be retained. The Engineer will determine the location and extent of tapering.

### G. Maintain Continuity of Operations

Coordinate plant production, transportation, and paving operations to maintain a continuous operation. If the spreading operations are interrupted, construct a transverse joint if the mixture immediately behind the paver screed cools to less than 250 °F (120 °C).

### H. Construct the Joints

#### 1. Construct Transverse Joints

- a. Construct transverse joints to facilitate full depth exposure of the course before resuming placement of the affected course.
- b. Properly clean and tack the vertical face of the transverse joint before placing additional material.

**NOTE: Never burn or heat the joint by applying fuel oil or other volatile materials.**

- c. Straightedge transverse joints immediately after forming the joint.
- d. Immediately correct any irregularity that exceeds 3/16 in. in 10 ft (5 mm in 3 m).

#### 2. Construct Longitudinal Joints

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Clean and tack the vertical face of the longitudinal joint before placing adjoining material. Construct longitudinal joints so that the joint is smooth, well sealed, and bonded.

### 3. Construction Joint Detail for OGFC and PEM Mixtures

In addition to meeting joint requirements described above, construct joints and transition areas for 12.5 mm OGFC and 12.5 mm PEM mixtures as follows:

a. For projects which do not have milling included as a pay item:

- 1) Place OGFC mixture meeting gradation requirements of 9.5 mm OGFC as specified in [Section 828](#) on entrance and exit ramp gore areas and end of project construction joints.
  - Taper mixture from 3/8 in (10 mm) at end of project to full plan depth within maximum distance of spread for one load of mixture
  - Taper mixture placed on gore areas from thickness of the edge of the mainline to 3/8 in (10 mm) at the point of the ramp transverse joint.
- 2) Construct the ramp transverse joint at the point specified in the plans or as directed by the Engineer.
- 3) Mixture placed in the transition and gore areas will be paid for at the contract unit price for 12.5 mm OGFC or 12.5 mm PEM as applicable.

b. For projects which have milling included as a pay item:

- 1) Taper milling for a distance of no less than 50 ft (15 m) to a depth of 2 1/4 in (59 mm) at the point of the transverse joint
- 2) Taper thickness, if needed, of the dense-graded surface mix within the 50 ft (15 m) distance to 1 1/2 in (40 mm) at the point of the transverse joint
- 3) Taper thickness of the 12.5 mm OGFC or 12.5 mm PEM to 3/4 in (19 mm) so that it ties in at grade level with the existing surface at the point of the transverse joint

### I. Protect the Pavement

Protect sections of the newly finished pavement from traffic until the traffic will not mar the surface or alter the surface texture. If directed by the Engineer, use artificial methods to cool the newly finished pavement to open the pavement to traffic more quickly.

### J. Modify the Job Mix Formula

If the Engineer determines that undesirable mixture or mat characteristics are being obtained, the job mix formula may require immediate adjustment.

## 400.3.06 Quality Acceptance

### A. Acceptance Plans for Gradation and Asphalt Cement Content

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The Contractor will randomly sample and test mixtures for acceptance on a lot basis. The Department will monitor the Contractor testing program and perform comparison and quality assurance testing.

### 1. Determine Lot Amount

A lot consists of the tons (megagrams) of asphaltic concrete produced and placed each production day. If this production is less than 500 tons (500 Mg), or its square yard (meter) equivalent, production may be incorporated into the next working day. The Engineer may terminate a lot when a pay adjustment is imminent if a plant or materials adjustment resulting in a probable correction has been made.

Terminate all open lots at the end of the month, except for materials produced and placed during the adjustment period. The lot will be terminated as described in [Subsection 400.5.01, "Adjustments"](#).

If the final day's production does not constitute a lot, the production may be included in the lot for the previous day's run; or, the Engineer may treat the production as a separate lot with a corresponding lower number of tests.

### 1. Determine Lot Acceptance

Determine lot acceptance as found in [Subsection 400.5.01, —Adjustments.](#)

The Department will perform the following task:

Determine the pay factor by using the mean of the deviations from the job mix formula of the tests in each lot and apply it to Table 9—Mixture Acceptance Schedule for Surface Mixes or Table 10—Mixture Acceptance Schedule for Subsurface Mixes, whichever is appropriate. This mean will be determined by averaging the actual numeric value of the individual deviations from the job mix formula, disregarding whether the deviations are positive or negative amounts. Do not calculate lot acceptance using test results for materials not used in the Work. Determine the pay factor for each lot by multiplying the contract unit price by the appropriate pay factor from the Mixture Acceptance Schedule - Table 9 or Table 10. When two or more pay factors for a specific lot are less than 1.0, determine the adjusted payment by multiplying the contract unit price by the lowest pay factor.

If the mean of the deviations from the job mix formula of the lot acceptance tests for a control sieve or for asphalt cement content exceeds the tolerances established in the appropriate Mixture Acceptance Schedule, and if the Engineer determines that the material need not be removed and replaced, the lot may be accepted at an adjusted unit price as determined by the Engineer. If the Engineer determines that the material is not acceptable to leave in place, the materials shall be removed and replaced at the Contractor's expense.

### 3. Provide Quality Control Program

Provide a Quality Control Program as established in SOP 27 which includes:

Assignment of quality control responsibilities to specifically named individuals who have been certified by the Office of Materials and Research

Provisions for prompt implementation of control and corrective measures

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Provisions for communication with Project Manager, Bituminous Technical Services Engineer, and Testing Management Operations Supervisor at all times

Provisions for reporting all test results daily through the Office of Materials and Research computer Bulletin Board Service; other checks, calibrations and records will be reported on a form developed by the Contractor and will be included as part of the project records

- Notification in writing of any change in quality control personnel

### a. Certification Requirements:

- Use laboratory and testing equipment certified by the Department. (Laboratories which participate in and maintain AASHTO accreditation for testing asphaltic concrete mixtures will be acceptable in lieu of Departmental certification.)
- Provide certified quality control personnel to perform the sampling and testing. A Quality Control Technician (QCT) may be certified at three levels:
  - 1) Temporary Certification – must be a technician trainee who shall be given direct oversight by a certified Level 1 or Level 2 QCT while performing acceptance testing duties during the first 5 days of training. The trainee must complete qualification requirements within 30 production days after being granted temporary certification. A trainee who does not become qualified within 30 production days will not be re-eligible for temporary certification. A certified Level 1 or Level 2 QCT shall be at the plant at all times during production and shipment of mixture to monitor work of the temporarily certified technician.
  - 2) Level 1 – must demonstrate they are competent in performing the process control and acceptance tests and procedures related to hot mix asphalt production and successfully pass a written exam.
  - 3) Level 2 – must meet Level 1 requirements and must be capable of and responsible for making process control adjustments, and successfully pass a written exam.

Technician certification is valid for 3 years from the date on the technician's certificate unless revoked or suspended. Eligible technicians may become certified through special training and testing approved by the Office of Materials and Research. Technicians who lose their certification due to falsification of test data will not be eligible for recertification in the future unless approved by the State Materials and Research Engineer.

### b. Quality Control Management

- 1) Designate at least one Level 2 QCT as manager of the quality control operation. The Quality Control Manager shall meet the following requirements:

Be accountable for actions of other QCT personnel

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Ensure that all applicable sampling requirements and frequencies, test procedures, and Standard Operating Procedures are adhered to

Ensure that all reports, charts, and other documentation is completed as required 2)

Provide QCT personnel at the plant as follows:

If daily production for all mix types is to be greater than 250 tons (megagrams), have a QCT person at the plant at all times during production and shipment of mixture until all required acceptance tests have been completed

- If daily production for all mix types will not be greater than 250 tons (megagrams) a QCT may be responsible for conducting tests at up to two plants, subject to random number sample selection
- Have available at the plant or within immediate contact by phone or radio a Level 2 QCT responsible for making prompt process control adjustments as necessary to correct the mix

### 3) Sampling, Testing, and Inspection Requirements.

Provide all sample containers, extractants, forms, diaries, and other supplies subject to approval of the Engineer.

Perform daily sampling, testing, and inspection of mixture production that meets the following requirements:

- (a) Randomly sample mixtures according to [GSP 15](#), and [GDT 73 \(Method C\)](#) and test on a lot basis. In the event less than the specified number of samples are taken, obtain representative 6 in (150 mm) cores from the roadway at a location where the load not sampled was placed. Take enough cores to ensure minimum sample size requirements are met for each sample needed.
- (b) Maintain a printed copy of the computer generated random sampling data as a part of the project records.
- (c) Perform sampling, testing, and inspection duties of [GSP 21](#).
- (d) Perform extraction or ignition test ([GDT 83](#) or [GDT 125](#)) and extraction analysis ([GDT 38](#)). If the ignition oven is used, a printout of sample data including weights shall become a part of the project records. For asphalt cement content only, digital printouts of liquid asphalt cement weights may be substituted in lieu of an extraction test for plants with digital recorders. Calculate the asphalt content from the ticket representing the mixture tested for gradation.
- (e) Save extracted aggregate, opposite quarters, and remaining material (for possible referee testing) of each sample as follows:

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Store in properly labeled, suitable containers

Secure in a protected environment

Store for three working days. If not obtained by the Department, within three days they may be discarded.

- (f) Maintain a process control flow chart daily for each sieve specified on the job mix formula and including the percent asphalt cement. The flow chart shall include:

Allowable ranges based on the Mixture Control Tolerance in [Section 828](#)

A graph plot of the deviations from the job mix formula for each test per mix type

- (g) Add the following information on load tickets from which a sample or temperature check is taken:

Mixture temperature

Signature of the QCT person performing the testing

<p><b>Note: Determine mixture temperature at least once per hour of production for OGFC and PEM mixes.</b></p>
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- (h) Calibrate the lime system when hydrated lime is included in the mixture:

Perform a minimum of twice weekly during production

Post results at the plant for review

Provide records of materials invoices upon request (including asphalt cement, aggregate, hydrated lime, etc.)

- (i) Take action if acceptance test results are outside Mixture Control Tolerances of [Section 828](#).

One sample out of tolerance

(1) Contact Level 2 - QCT to determine if a plant adjustment is needed

(2) Immediately run a process control sample. Make immediate plant adjustments if this sample is also out of tolerance

(3) Test additional process control samples as needed to ensure corrective action taken appropriately controls the mixture

Two consecutive acceptance samples of the same mix type out of tolerance regardless of Lot or mix design level, or three consecutive acceptance samples out of tolerance regardless of mix type

- (1) Stop plant production immediately
- (2) Reject any mixture already in storage that:
  - Deviates more than 10 percent in gradation from the job mix formula based on the acceptance sample
  - Deviates more than 0.7 percent in asphalt content from the job mix formula based on the acceptance sample
- (3) Make a plant correction to any mix type out of tolerance prior to resuming production
  - Do not send any mixture to the project before test results of a process control sample meets Mixture Control Tolerances
  - Reject any mixture produced at initial restarting that does not meet Mixture Control Tolerances

4) Comparison Testing and Quality Assurance Program

Periodic comparison testing by the Department will be required of each QCT to monitor consistency of equipment and test procedures. The Department will take independent samples to monitor the Contractor's quality control program. a) Comparison Sampling and Testing

Retain samples for comparison testing and referee testing if needed as described in

[Subsection 400.3.06.A.3.b.3.](#) Discard these samples only if the Contractor's acceptance test results meet a 1.00 pay factor and the Department does not procure the samples within three working days.

The Department will test comparison samples on a random basis. Results will be compared to the respective contractor acceptance tests and the maximum difference shall be as follows:

**Table 6—Allowable Percent Difference Between Department and Contractor Acceptance Tests**

<b><u>SIEVE SIZE</u></b>	<b><u>SURFACE</u></b>	<b><u>SUB-SURFACE</u></b>
1/2 in. (12.5 mm)		4.0%
3/8 in. (9.5 mm)	3.5%	4.0%
No. 4 (4.75 mm)	3.5%	3.5%

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No. 8 (2.36 mm)	2.5%	3.0%
No. 200 (75 $\mu$ )	2.0%	2.0%
A.C.	0.4%	0.5%

**NOTE: Pavement courses to be overlaid with OGFC or PEM mixes are considered surface mixes.**

(1) If test comparisons are within these tolerances:

Continue production

Use the Contractor's tests for acceptance of the lot

(2) If test comparisons are not within these tolerances:

Another Departmental technician will test the corresponding referee sample

Results of the referee sample will be compared to the respective contractor and Departmental tests using the tolerance for comparison samples given above.

- (a) If referee test results are within the above tolerances when compared to the Contractor acceptance test, use the Contractor's test for acceptance of the effected lot.
- (b) If referee test results are not within the above tolerances when compared to the Contractor acceptance test, the Department will review the Contractor's quality control methods and determine if a thorough investigation is needed.

b) Quality Assurance Sampling and Testing

- (1) Randomly take a minimum of two quality assurance samples from the lesser of five days or five lots of production regardless of mix type or number of projects.
- (2) Compare test deviation from job mix formula to Mixture Control Tolerances in [Section 828](#). If results are outside these tolerances, another sample from the respective mix may be taken.

**NOTE: For leveling courses less than 110 lb/yd<sup>2</sup> (60 kg/m<sup>2</sup>) that have quality assurance test results outside the Mixture Control Tolerances of [Section 828](#), use the Department's test results only and applicable pay factors will apply.**

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If test results of the additional sample are not within Mixture Control Tolerances, the Department will take the following action:

Take random samples from throughout the lot as in [Subsection 400.3.06.A.3.b.3](#) and use these test results for acceptance and in calculations for the monthly plant rating. Applicable pay factors will apply and the contractor QCT test results will not be included in pay factor calculations nor in the monthly plant rating.

Determine if the Contractor's quality control program is satisfactory and require prompt corrective action by the Contractor if specification requirements are not being met.

Determine if the QCT has not followed Departmental procedures or has provided erroneous information.

Take samples of any in-place mixture represented by unacceptable QCT tests and use the additional sample results for acceptance and in calculations for the monthly plant rating and apply applicable pay factors. The Contractor QCT tests will not be included in the pay factor calculations nor in the monthly plant rating.

### B. Compaction

Determine the mixture compaction using either [GDT 39](#) or [GDT 59](#). The compaction is accepted in lots defined in [Subsection 400.3.06. A —Acceptance Plans for Gradation and Asphalt Cement Content](#) and is within the same lot boundaries as the mixture acceptance.

#### 1. Calculate Pavement Mean Air Voids

The Department will calculate the pavement air voids placed within each lot as follows:

- a. Average the results of 5 tests run on randomly selected sites in that lot.
- b. Select the random sites using [GDT 73](#).

Density tests are not required for asphaltic concrete placed at 90 lbs/yd<sup>2</sup> (50 kg/m<sup>2</sup>) or less, 4.75 mm mix, and asphaltic concrete OGFC and PEM. Compact these courses to the Engineer's satisfaction.

The maximum Pavement Mean Air Voids for all Superpave and Stone Matrix Asphalt mixtures shall be 7.8 percent. The adjustment period for density shall be three lots or three production days, whichever is less, in order for the contractor to ensure maximum compactive effort has been achieved which will yield no more than 7.8 percent Mean Air Voids. If the contractor needs to adjust the mixture to improve density results, a change in the job mix formula may be requested for approval during the adjustment period so long as the following values are not exceeded:

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Coarse pay sieve	4%	±
No. 8 (2.36 mm) sieve		± 2%
No. 200 (75 m) sieve		± 1%
Asphalt Content	0.2%	±

All value changes must still be within specification limits

If the Office of Materials and Research is satisfied that the contractor has exerted the maximum compactive effort and is not able to maintain Pavement Mean Air Voids at no more than 7.8%, the Engineer may establish a maximum target for Pavement Mean Air Voids.

Mixture placed during the adjustment period for density shall meet the requirements for a 0.90 pay factor in Table 12 of [Subsection 400.5.01.C, —Calculate Mean Pavement Air Voids.](#) Mixture which does not meet these density requirements shall be paid for using the applicable pay factor.

If the mean air voids of the pavement placed within a lot exceeds 7.8% (or 100% of the maximum target air voids, if established) and the Engineer determines that the material need not be removed and replaced, the lot may be accepted at an adjusted unit price as determined by the Engineer.

### 2. Obtain Uniform Compaction

For a lot to receive a pay factor of 1.00 for compaction acceptance, the air void range cannot exceed 4 percent for new construction or 5 percent for resurfacing projects. The range is the difference between the highest and lowest acceptance test results within the affected lot. If the air void range exceeds these tolerances, apply a Pay Factor of 95%.

The 5% reduced pay factor for the compaction range does not apply in these instances:

The mixture is placed during the adjustment period as defined in

[Subsection 400.5.01.A, —Materials Produced and Placed During the Adjustment Period.](#)

All air void results within a given lot are less than 7.8%.

## C. Surface Tolerance

In this Specification, pavement courses to be overlaid with a friction course are considered surface courses. Other asphalt paving is subject to straightedge and visual inspection and irregularity correction as shown below:

### 1. Visual and Straightedge Inspection

Paving is subject to visual and straightedge inspection during and after construction operations until Final Acceptance. Locate surface irregularities as follows:

- a. Keep a 10 ft (3 m) straightedge near the paving operation to measure surface irregularities on courses. Provide the straightedge and the labor for its use.

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- b. Inspect the base, intermediate, and surface course surfaces with the straightedge to detect irregularities.
- c. Correct irregularities that exceed 3/16 in. in 10 ft (5 mm in 3 m) for base and intermediate courses, and 1/8 in. in 10 ft (3 mm in 3 m) for surface courses.

Mixture or operating techniques will be stopped if irregularities such as rippling, tearing, or pulling occur and the Engineer suspects a continuing equipment problem. Stop the paving operation and correct the problem. Correct surface course evaluations on individual Laser Road Profiler test sections, normally 1 mile (1 km) long.

**2. Target Surface Smoothness**

The Department will use the Laser Road Profiler method to conduct acceptance testing for surface course tolerance according to [GDT 126](#). This testing will be performed only on:

- Surface courses
- Mainline traveled way
- Ramps more than 0.5 mile (800 m) long

Achieve the smoothest possible ride during construction. Do not exceed the target Laser Road Profiler smoothness index as shown below:

**Table 7—Pavement Smoothness Requirements—New Construction**

Construction Description	Smoothness Index
Asphaltic concrete OGFC and PEM on interstates and asphaltic concrete OGFC and PEM on new construction	750
Other resurfacing on interstates, asphaltic concrete OGFC and PEM resurfacing on state routes, and new construction	825
All other resurfacing on state routes (excluding LARP, PR, airports, etc.)	900

If the target values are not achieved, immediately adjust the operations to meet the target values.

Corrective work is required if the surface smoothness exceeds the Laser Road Profiler smoothness index shown below:

**Table 8—Pavement Smoothness Requirements—Corrective Work**

Construction Description	Smoothness Index
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Asphaltic concrete OGFC and PEM on interstates and asphaltic concrete OGFC and PEM on new construction	825
Other resurfacing on interstates, asphaltic concrete OGFC and PEM resurfacing on state routes, and new construction	900
All other resurfacing on state routes (excluding LARP, PR, airports, etc.)	1025

If surface tolerance deficiencies need correction, obtain the Engineer's approval of the methods and type mix used.

### 3. Bridge Approach Ride Quality

The following are subject to a ride quality test by the Department for 100 ft. (30 m) of roadway approaching each end of a bridge using the Rainhart Profilograph:

- A state road with 4 lanes or more
- A 2-lane state road with a current traffic count of 2,000 vpd or more
- Locations designated on the Plans

All other bridge approaches shall meet the 1/8 in. in 10 ft (3 mm in 3 m) straightedge requirement. Test ride quality as follows:

- a. The Department will determine a profile index value according to test method [GDT 78](#).
- b. The Department will average the profile index value from the right and left wheelpath for each 100 ft (30 m) section for each lane. Keep the profile index value under 30.
- c. Meet the profile index value for the 100 ft (30 m) section of roadway up to the joint with the approach slab.
- d. Schedule the profilograph testing 5 days before needed. Clean and clear obstructions from the test area.
- e. Correct the sections that do not meet the ride quality criteria of this Specification. After correction, these sections are subject to retesting with the Rainhart Profilograph. The Engineer shall direct the type of correction method, which may include:
  - Milling
  - Grinding
  - Removing and replacing the

roadway No additional compensation will be made.

The Department will perform Profilograph testing up to two times on the bridge approaches at no cost to the Contractor. Additional profilograph testing will cost the Contractor \$500 per test.

### D. Reevaluation of Lots

## Section 400—Hot Mix Asphaltic Concrete Construction

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When lots are reevaluated as shown in [Subsection 106.03, —Samples, Tests, Cited Specifications,](#) sampling and testing is according to [GDT 73](#). Request shall be made for reevaluation immediately upon notification of the lot results. The following procedures apply:

1. Mixture Acceptance

The Department will take the same number of new tests on cores taken at a location where the load sampled was placed and will use only those core results for acceptance.

The Department will use the mean of the deviations from the job mix formula for these tests to determine acceptance based on the appropriate column in the Asphalt Cement Content and Aggregate Gradation of Asphalt Concrete [Mixture Acceptance Schedule—Table 9 or 10](#).

2. Compaction Acceptance

The Department will reevaluate the lot through additional testing by cutting 5 cores and averaging these results with the results of the original 5 compaction tests. The Department will use the average to determine acceptance according to the Compaction Acceptance Schedule in [Subsection 400.5.01.C, —Calculate Pavement Mean Air Voids](#).

**Table 9—Mixture Acceptance Schedule—Surface Mixes**

Mixture Characteristics	Pay Factor	Mean of the Deviations from the Job Mix Formula							
		1 Test	2 Tests	3 Tests	4 Tests	5 Tests	6 Tests	7 Tests	8 Tests
Asphalt Cement Content (Extraction, Ignition)	1.00	0.00 - 0.70	0.00 - 0.54	0.00 - 0.46	0.00 - 0.41	0.00 - 0.38	0.00 - 0.35	0.00 - 0.32	0.00 - 0.30
	0.95	0.71 - 0.80	0.55 - 0.61	0.47 - 0.52	0.42 - 0.46	0.39 - 0.43	0.36 - 0.39	0.33 - 0.36	0.31 - 0.34
	0.90	0.81 - 0.90	0.62 - 0.68	0.53 - 0.58	0.47 - 0.51	0.44 - 0.47	0.40 - 0.45	0.37 - 0.40	0.35 - 0.37
	0.80	0.91 - 1.00	0.69 - 0.75	0.59 - 0.64	0.52 - 0.56	0.48 - 0.52	0.44 - 0.47	0.41 - 0.44	0.38 - 0.41
	0.70	1.01 - 1.19	0.76 - 0.82	0.65 - 0.69	0.57 - 0.61	0.53 - 0.56	0.48 - 0.51	0.45 - 0.47	0.42 - 0.44
	0.50	1.20 - 1.40	0.83 - 0.85	0.70 - 0.72	0.62 - 0.64	0.57 - 0.59	0.52 - 0.55	0.48 - 0.51	0.45 - 0.48
3/8 in. (9.5 mm) Sieve (12.5 mm OGFC, 12.5 mm PEM, 12.5 mm Superpave)	1.00	0.00 - 0.9	0.00 - 6.6	0.00 - 5.6	0.00 - 5.0	0.00 - 4.6	0.00 - 4.2	0.00 - 3.9	0.00 - 3.6
	0.98	9.1 - 10.0	6.7 - 7.5	5.7 - 6.3	5.1 - 5.6	4.7 - 5.2	4.3 - 4.7	4.0 - 4.4	3.7 - 4.1
	0.95	10.1 - 11.9	7.6 - 8.4	6.4 - 7.0	5.7 - 6.3	5.3 - 5.8	4.8 - 5.3	4.5 - 5.0	4.2 - 4.6
	0.90	12.0 - 13.0	8.5 - 9.3	7.1 - 7.7	6.4 - 6.9	5.9 - 6.3	5.4 - 5.8	5.1 - 5.4	4.7 - 5.0
	0.85	13.1 - 14.0	9.4 - 10.2	7.8 - 8.6	7.0 - 7.6	6.4 - 6.9	5.9 - 6.3	5.5 - 5.9	5.1 - 5.5
	0.80	14.1 - 14.5	10.3 - 10.5	8.7 - 8.9	7.7 - 8.0	7.0 - 7.5	6.4 - 6.8	6.0 - 6.4	5.6 - 6.0
3/8 in. (9.5 mm) Sieve (12.5 mm SMA)	1.00	0.0 - 6.8	0.00 - 5.0	0.00 - 4.2	0.00 - 3.8	0.00 - 3.4	0.00 - 3.2	0.00 - 2.9	0.00 - 2.7
	0.98	6.9 - 7.5	5.1 - 5.6	4.6 - 4.7	3.9 - 4.2	3.5 - 3.9	3.3 - 3.5	3.0 - 3.3	2.8 - 3.1
	0.95	7.6 - 8.9	5.7 - 6.3	4.8 - 5.2	4.3 - 4.7	4.0 - 4.4	3.6 - 4.0	3.4 - 3.8	3.2 - 3.4

	0.90	9.0 - 9.8	6.4 - 7.0	5.3 - 5.8	4.8 - 5.2	4.5 - 4.8	4.1 - 4.4	3.9 - 4.1	3.5 - 3.8
	0.85	9.9 - 10.5	7.1 - 7.6	5.9 - 6.4	5.3 - 5.7	4.9 - 5.2	4.5 - 4.7	4.2 - 4.4	3.9 - 4.1
	0.80	10.6 - 10.9	7.7 - 7.9	6.5 - 6.7	5.8 - 6.0	5.3 - 5.6	4.8 - 5.1	4.5 - 4.8	4.2 - 4.5
No. 4 (4.75 mm) Sieve (9.5 mm OGFC, 9.5 mm Superpave)	1.00	0.00 - 9.0	0.00 - 6.7	0.00 - 5.7	0.00 - 5.2	0.00 - 4.8	0.00 - 4.4	0.00 - 4.1	0.00 - 3.8
	0.98	9.1 - 10.0	6.8 - 7.6	5.8 - 6.3	5.3 - 5.8	4.9 - 5.4	4.5 - 4.9	4.2 - 4.6	3.9 - 4.3
	0.95	10.1 - 11.9	7.7 - 8.5	6.4 - 6.9	5.9 - 6.4	5.5 - 5.9	5.0 - 5.4	4.7 - 5.0	4.4 - 4.7

### Section 400—Hot Mix Asphaltic Concrete Construction

Mixture Characteristics	Pay Factor	Mean of the Deviations from the Job Mix Formula							
		1 Test	2 Tests	3 Tests	4 Tests	5 Tests	6 Tests	7 Tests	8 Tests
	0.90	12.0 - 13.0	8.6 - 9.4	7.0 - 7.5	6.5 - 7.0	6.0 - 6.5	5.5 - 5.9	5.1 - 5.5	4.8 - 5.1
	0.85	13.1 - 14.0	9.5 - 10.2	7.6 - 8.0	7.1 - 7.6	6.6 - 7.0	6.0 - 6.4	5.6 - 5.9	5.2 - 5.5
	0.80	14.1 - 14.5	10.3 - 10.5	8.1 - 8.3	7.7 - 8.0	7.1 - 7.5	6.5 - 6.9	6.0 - 6.4	5.6 - 5.9
No. 4 (4.75 mm) Sieve (9.5 mm SMA)	1.00	0.00 - 6.8	0.00 - 5.0	0.00 - 4.3	0.00 - 3.9	0.00 - 3.6	0.00 - 3.3	0.00 - 3.1	0.00 - 2.8
	0.98	6.9 - 7.5	5.1 - 5.7	4.4 - 4.7	4.0 - 4.4	3.7 - 4.0	3.4 - 3.7	3.2 - 3.4	2.9 - 3.2
	0.95	7.6 - 8.9	5.8 - 6.4	4.8 - 5.2	4.5 - 4.8	4.1 - 4.4	3.8 - 4.0	3.5 - 3.8	3.3 - 3.5
	0.90	9.0 - 9.8	6.5 - 7.0	5.3 - 5.6	4.9 - 5.2	4.5 - 4.9	4.1 - 4.4	3.9 - 4.1	3.6 - 3.8
	0.85	9.9 - 10.5	7.1 - 7.7	5.7 - 6.0	5.3 - 5.7	5.0 - 5.2	4.3 - 4.8	4.2 - 4.4	3.9 - 4.1
	0.80	10.6 - 10.9	7.8 - 7.9	6.1 - 6.2	5.8 - 6.0	5.3 - 5.6	4.9 - 5.2	4.5 - 4.8	4.2 - 4.4

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No. 8 (2.36 mm) Sieve (Superpave and 4.75 mm mixes)	1.00	0.00 - 7.0	0.00 - 5.6	0.00 - 4.8	0.00 - 4.3	0.00 - 4.0	0.00 - 3.6	0.00 - 3.4	0.00 - 3.2
	0.98	7.1 - 8.0	5.7 - 6.3	4.9 - 5.4	4.4 - 4.8	4.1 - 4.5	3.7 - 4.1	3.5 - 3.8	3.3 - 3.6
	0.95	8.1 - 9.0	6.4 - 7.0	5.5 - 6.0	4.9 - 5.3	4.6 - 4.9	4.2 - 4.5	3.9 - 4.2	3.7 - 3.9
	0.90	9.1 - 10.9	7.1 - 7.7	6.1 - 6.6	5.4 - 5.8	5.0 - 5.4	4.6 - 4.9	4.3 - 4.6	4.0 - 4.3
	0.85	11.0 - 12.0	7.8 - 8.5	6.7 - 7.2	5.9 - 6.4	5.5 - 5.8	5.0 - 5.3	4.7 - 5.0	4.4 - 4.6
	0.75	12.1 - 12.5	8.6 - 8.8	7.3 - 7.5	6.5 - 6.8	5.9 - 6.3	5.4 - 5.7	5.1 - 5.3	4.7 - 4.9
No. 8 (2.36 mm) Sieve (12.5 mm SMA, 9.5 mm SMA)	1.00	0.00 - 5.3	0.00 - 4.2	0.00 - 3.6	0.00 - 3.2	0.00 - 3.0	0.00 - 2.7	0.00 - 2.6	0.00 - 2.4
	0.98	5.4 - 6.0	4.3 - 4.7	3.7 - 4.0	3.3 - 3.6	3.1 - 3.4	2.8 - 3.1	2.7 - 2.9	2.5 - 2.7
	0.95	6.1 - 6.8	4.8 - 5.3	4.1 - 4.5	3.7 - 4.0	3.5 - 3.7	3.2 - 3.4	3.0 - 3.2	2.8 - 2.9
	0.90	6.9 - 8.2	5.4 - 5.8	5.6 - 5.0	4.1 - 4.5	3.8 - 4.0	3.5 - 3.7	3.3 - 3.5	3.0 - 3.2
	0.85	8.3 - 9.0	5.9 - 6.4	5.1 - 5.4	4.6 - 4.8	4.1 - 4.4	3.8 - 4.0	3.6 - 3.8	3.3 - 3.4

Mixture Characteristics	Pay Factor	Mean of the Deviations from the Job Mix Formula							
		1 Test	2 Tests	3 Tests	4 Tests	5 Tests	6 Tests	7 Tests	8 Tests
	0.75	9.1 - 9.4	6.5 - 6.6	5.5 - 5.0	4.9 - 5.1	4.5 - 4.7	4.1 - 4.3	3.9 - 4.0	3.5 - 3.7
No. 8 (2.36 mm) Sieve for OGFC and PEM mixes: When the mean of the deviations from the Job Mix Formula for a particular lot exceeds the tolerance for a 1.00 pay factor in the appropriate column, the lot will be paid for at 0.50 of the Contract Price.									

**Table 10—Mixture Acceptance Schedule—Subsurface Mixes**

Mixture Characteristics	Pay Factor	Mean of the Deviations from the Job Mix Formula							
		1 Test	2 Tests	3 Tests	4 Tests	5 Tests	6 Tests	7 Tests	8 Tests
Asphalt Cement Content (Extraction, Ignition)	1.00	0.00 - 0.80	0.00 - 0.61	0.00 - 0.52	0.00 - 0.46	0.00 - 0.43	0.00 - 0.39	0.00 - 0.36	0.00 - 0.34
	0.95	0.81 - 0.90	0.62 - 0.68	0.53 - 0.58	0.47 - 0.51	0.44 - 0.47	0.40 - 0.43	0.37 - 0.40	0.35 - 0.37
	0.90	0.91 - 1.00	0.69 - 0.75	0.59 - 0.64	0.52 - 0.56	0.48 - 0.52	0.44 - 0.47	0.41 - 0.44	0.38 - 0.41
	0.80	1.01 - 1.19	0.76 - 0.82	0.65 - 0.69	0.57 - 0.61	0.53 - 0.56	0.48 - 0.51	0.45 - 0.47	0.42 - 0.44
	0.70	1.20 - 1.40	0.83 - 0.85	0.70 - 0.72	0.62 - 0.64	0.57 - 0.59	0.52 - 0.55	0.48 - 0.51	0.45 - 0.48
	0.50	1.41 - 1.60	0.86 - 0.88	0.73 - 0.75	0.65 - 0.67	0.60 - 0.63	0.56 - 0.60	0.52 - 0.56	0.49 - 0.52
1/2 in. (12.5 mm) Sieve (25 mm Superpave)	1.00	0.00 - 12.9	0.00 - 8.1	0.00 - 6.9	0.00 - 6.1	0.00 - 5.5	0.00 - 5.0	0.00 - 4.7	0.00 - 4.4
	0.98	13.0 - 14.0	8.2 - 9.1	7.0 - 7.7	6.2 - 6.8	5.6 - 6.1	5.1 - 5.6	4.8 - 5.2	4.5 - 4.9
	0.95	14.1 - 15.0	9.2 - 10.1	7.8 - 8.5	6.9 - 7.5	6.2 - 6.7	5.7 - 6.1	5.3 - 5.7	5.0 - 5.4
	0.90	15.1 - 16.0	10.2 - 11.1	8.6 - 9.3	7.6 - 8.2	6.8 - 7.4	6.2 - 6.7	5.8 - 6.3	5.5 - 5.9
	0.85	16.1 - 17.0	11.2 - 11.5	9.4 - 9.6	8.3 - 8.6	7.5 - 7.8	6.8 - 7.0	6.4 - 6.5	6.0 - 6.1
	0.80	17.1 - 18.0	11.6 - 11.9	9.7 - 9.9	8.7 - 9.0	7.9 - 8.1	7.1 - 7.3	6.6 - 6.8	6.2 - 6.4
1/2 in. (12.5 mm) Sieve (19 mm SMA)	1.00	0.00 - 9.7	0.00 - 6.0	0.00 - 5.2	0.00 - 4.6	0.00 - 4.1	0.00 - 3.8	0.00 - 3.5	0.00 - 3.3
	0.98	9.8 - 10.5	6.2 - 6.8	5.3 - 5.8	4.7 - 5.1	4.2 - 4.6	3.9 - 4.2	3.6 - 3.9	3.4 - 3.7
	0.95	10.6 - 11.2	6.9 - 7.8	5.9 - 6.4	5.2 - 5.6	4.7 - 5.0	4.3 - 4.6	4.0 - 4.3	3.8 - 4.0
	0.90	11.3 - 12.0	7.9 - 8.3	6.5 - 7.0	5.7 - 6.1	5.1 - 5.6	4.7 - 5.0	4.4 - 4.7	4.1 - 4.4

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	0.85	12.1 - 12.8	8.4 - 8.6	7.1 - 7.2	6.2 - 6.5	5.7 - 5.9	5.1 - 5.3	4.8 - 4.9	4.5 - 5.6
	0.80	12.9 - 13.5	8.7 - 8.9	7.3 - 7.4	6.6 - 6.8	6.0 - 6.1	5.4 - 5.5	5.0 - 5.1	4.7 - 4.8
3/8 in. (9.5 mm)	1.00	0.00 - 10.0	0.00 - 7.5	0.00 - 6.3	0.00 - 5.6	0.00 - 5.2	0.00 - 4.7	0.00 - 4.4	0.00 - 4.1
<b>Mixture Characteristics</b>	<b>Pay Factor</b>	<b>Mean of the Deviations from the Job Mix Formula</b>							
		<b>1 Test</b>	<b>2 Tests</b>	<b>3 Tests</b>	<b>4 Tests</b>	<b>5 Tests</b>	<b>6 Tests</b>	<b>7 Tests</b>	<b>8 Tests</b>
Sieve (19 mm Superpave, 12.5 mm Superpave)	0.98	10.1 - 11.9	7.6 - 8.4	6.4 - 7.0	5.7 - 6.3	5.3 - 5.8	4.8 - 5.3	4.5 - 5.0	4.2 - 4.6
	0.95	12.0 - 13.0	8.5 - 9.3	7.1 - 7.7	6.4 - 6.9	5.9 - 6.3	5.4 - 5.8	5.1 - 5.4	4.7 - 5.0
	0.90	13.1 - 14.0	9.4 - 10.2	7.8 - 8.6	7.0 - 7.6	6.4 - 6.9	5.9 - 6.3	5.5 - 5.9	5.1 - 5.5
	0.85	14.1 - 14.5	10.3 - 10.5	8.7 - 8.9	7.7 - 8.0	7.0 - 7.5	6.4 - 6.8	6.0 - 6.4	5.6 - 6.0
	0.80	14.6 - 15.0	10.6 - 10.8	9.0 - 9.2	8.1 - 8.4	7.6 - 7.8	6.9 - 7.3	6.5 - 6.8	6.1 - 6.5
No. 4 (4.75 mm) Sieve (9.5 mm Superpave)	1.00	0.00 - 10.0	0.00 - 7.6	0.00 - 6.3	0.00 - 5.8	0.00 - 5.4	0.00 - 4.9	0.00 - 4.6	0.00 - 4.3
	0.98	10.1 - 11.9	7.7 - 8.5	6.4 - 6.9	5.9 - 6.4	5.5 - 5.9	5.0 - 5.4	4.7 - 5.0	4.4 - 4.7
	0.95	12.0 - 13.0	8.6 - 9.4	7.0 - 7.5	6.5 - 7.0	6.0 - 6.5	5.5 - 5.9	5.1 - 5.5	4.8 - 5.1
	0.90	13.1 - 14.0	9.5 - 10.2	7.6 - 8.0	7.1 - 7.6	6.6 - 7.0	6.0 - 6.4	5.6 - 5.9	5.2 - 5.5
	0.85	14.1 - 14.5	10.3 - 10.5	8.1 - 8.3	7.7 - 8.0	7.1 - 7.5	6.5 - 6.9	6.0 - 6.4	5.6 - 5.9
	0.80	14.6 - 15.0	10.6 - 10.8	8.4 - 8.6	8.1 - 8.4	7.6 - 8.0	7.0 - 7.4	6.5 - 6.8	6.0 - 6.3
No. 8 (2.36 mm) Sieve (All mixes except SMA)	1.00	0.00 - 8.0	0.00 - 6.3	0.00 - 5.4	0.00 - 4.8	0.00 - 4.5	0.00 - 4.1	0.00 - 3.8	0.00 - 3.6
	0.98	8.1 - 9.0	6.4 - 7.0	5.5 - 6.0	4.9 - 5.3	4.6 - 4.9	4.2 - 4.5	3.9 - 4.2	3.7 - 3.9

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	0.95	9.1 - 10.0	7.1 - 7.7	6.1 - 6.6	5.4 - 5.8	5.0 - 5.4	4.6 - 4.9	4.3 - 4.6	4.0 - 4.3
	0.90	10.1 - 11.9	7.8 - 8.5	6.7 - 7.2	5.9 - 6.4	5.5 - 5.8	5.0 - 5.3	4.7 - 5.0	4.4 - 4.6
	0.85	12.0 - 13.0	8.6 - 8.8	7.3 - 7.5	6.5 - 6.8	5.9 - 6.3	5.4 - 5.7	5.1 - 5.3	4.7 - 4.9
	0.75	13.1 - 14.0	8.9 - 9.1	7.6 - 7.8	6.9 - 7.2	6.4 - 6.6	5.8 - 6.1	5.4 - 5.7	5.0 - 5.3
No. 8 (2.36 mm) Sieve (19 mm SMA)	1.00	0.00 - 6.0	0.00 - 4.7	0.00 - 4.1	0.00 - 3.6	0.00 - 3.4	0.00 - 3.1	0.00 - 2.9	0.00 - 2.4
	0.98	6.1 - 6.8	4.8 - 5.2	4.2 - 4.5	3.7 - 4.0	3.5 - 3.7	3.2 - 3.4	3.0 - 3.2	2.8 - 2.9
	0.95	6.9 - 7.5	5.3 - 5.8	4.6 - 5.0	4.1 - 4.4	3.8 - 4.0	3.5 - 3.7	3.3 - 3.5	3.0 - 3.2
<b>Mixture Characteristics</b>	<b>Pay Factor</b>	<b>Mean of the Deviations from the Job Mix Formula</b>							
		<b>1 Test</b>	<b>2 Tests</b>	<b>3 Tests</b>	<b>4 Tests</b>	<b>5 Tests</b>	<b>6 Tests</b>	<b>7 Tests</b>	<b>8 Tests</b>
	0.90	7.6 - 8.9	5.9 - 6.4	5.1 - 5.4	4.5 - 4.8	4.1 - 4.4	3.8 - 4.0	3.6 - 3.8	3.3 - 3.5
	0.85	9.0 - 9.8	6.5 - 6.6	5.5 - 5.6	4.9 - 5.1	4.5 - 4.7	4.1 - 4.3	3.9 - 4.0	3.6 - 3.7
	0.75	9.9 - 10.5	6.7 - 6.8	5.7 - 5.9	5.2 - 5.4	4.8 - 5.0	4.4 - 4.6	4.1 - 4.3	3.8 - 4.0

**E. Segregated Mixture**

Prevent mixture placement that yields a segregated mat by following production, storage, loading, placing, and handling procedures. Also, make needed plant modifications and provide necessary auxiliary equipment. (See [Subsection 400.1.01, —Definitions.](#))

If the mixture is segregated in the finished mat, the Department will take actions based on the degree of segregation. The actions are described below.

**1. Unquestionably Unacceptable Segregation**

When the Engineer determines that the segregation in the finished mat is unquestionably unacceptable, follow these measures:

- a. Suspend Work and require the Contractor to take positive corrective action. The Department will evaluate the segregated areas to determine the extent of the corrective work to the in-place mat as follows:

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Perform extraction and gradation analysis by taking 6 in (150 mm) cores from typical, visually unacceptable segregated areas.

Determine the corrective work according to [Subsection 400.3.06.E.3](#).

- b. Require the Contractor to submit a written plan of measures and actions to prevent further segregation. Work will not continue until the plan is submitted to and approved by the Department.
- c. When work resumes, place a test section not to exceed 500 tons (500 Mg) of the affected mixture for the Department to evaluate. If a few loads show that corrective actions were not adequate, follow the measures above beginning with step 1.a. above. If the problem is solved, Work may continue.

### 2. Unacceptable Segregation Suspected

When the Engineer observes segregation in the finished mat and suspects that it may be unacceptable, follow these measures:

- a. Allow work to continue at Contractor's risk.
- b. Require Contractor to immediately and continually adjust operation until the visually apparent segregated areas are eliminated from the finished mat. The Department will immediately investigate to determine the severity of the apparent segregation as follows:
  - Take 6 in (150 mm) cores from typical areas of suspect segregation.
  - Test the cores for compliance with the mixture control tolerances in [Section 828](#).

When these tolerances are exceeded, suspend work for corrective action as outlined in [Subsection 400.3.06.E.3](#).

### 3. Corrective Work

- a. Remove and replace (at the Contractor's expense) any segregated area where the gradation on the control sieves is found to vary 10 percent or more from the approved job mix formula, the asphalt cement varies 1.0% or more from the approved job mix formula, or if in-place air voids exceed 13.5% based on [GDT 39](#). The control sieves for each mix type are shown in [Subsection 400.5.01.B—Determine Lot Acceptance.](#)
- b. Subsurface mixes. For subsurface mixes, limit removal and replacement to the full lane width and no less than 10 ft. (3 m) long and as approved by the Engineer.
- c. Surface Mixes. For surface mixes, ensure that removal and replacement is not less than the full width of the affected lane and no less than the length of the affected areas as determined by the engineer.

Surface tolerance requirements apply to the corrected areas for both subsurface and surface mixes.

## 400.3.07 Contractor Warranty and Maintenance

## Section 400—Hot Mix Asphaltic Concrete Construction

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### A. Contractor's Record

Maintain a dated, written record of the most recent plant calibration. Keep this record available for the Engineer's inspection at all times. Maintain records in the form of:

Graphs

Tables Charts

Mechanically prepared data

### 400.4 Measurement

Thickness and spread rate tolerances for the various mixtures are specified in [Subsection 400.4.A.2.b, Table 11, Thickness and Spread Rate Tolerance at Any Given Location](#). These tolerances are applied as outlined below:

#### A. Hot Mix Asphaltic Concrete Paid for by Weight

##### 1. Plans Designate a Spread Rate

- a. Thickness Determinations. Thickness determinations are not required when the Plans designate a spread rate per square yard (meter).

If the spread rate exceeds the upper limits outlined in the [Subsection 400.4.A.2.b, Table 11, —Thickness and Spread Rate Tolerance at Any Given Location](#)", the mix in excess will not be paid for.

If the rate of spread is less than the lower limit, correct the deficient course by overlaying the entire lot.

The mixture used for correcting deficient areas is paid for at the Contract Unit Price of the course being corrected and is subject to the [Mixture Acceptance Schedule—Table 9 or 10](#).

- b. Recalculate the Total Spread Rate. After the deficient hot mix course has been corrected, the total spread rate for that lot is recalculated, and mix in excess of the upper tolerance limit as outlined in the [Subsection 400.4.A.2.b, Table 11, —Thickness and Spread Rate Tolerance at Any Given Location](#)" is not paid for.

The quantity of material placed on irregular areas such as driveways, turnouts, intersections, feather edge section, etc., is deducted from the final spread determination for each lot.

##### 2. Plans Designate Thickness

If the average thickness exceeds the tolerances specified in the [Subsection 400.4.A.2.b, Table 11, —Thickness and Spread Rate Tolerance at Any Given Location](#)", the Engineer shall take cores to determine the area of excess thickness. Excess quantity will not be paid for.

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If the average thickness is deficient by more than the tolerances specified in the Thickness and Spread Rate Tolerance at Any Given Location table below, the Engineer shall take additional cores to determine the area of deficient thickness. Correct areas with thickness deficiencies as follows:

- a. Overlay the deficient area with the same mixture type being corrected or with an approved surface mixture. The overlay shall extend for a minimum of 300 ft (90 m) for the full width of the course.
- b. Ensure that the corrected surface course complies with [Subsection 400.3.06.C.1, —Visual and Straightedge Inspection.](#) The mixture required to correct a deficient area is paid for at the Contract Unit Price of the course being corrected.

The mixture is subject to the [Mixture Acceptance Schedule—Table 9 or 10](#) . The quantity of the additional mixture shall not exceed the required calculated quantity used to increase the average thickness of the overlaid section to the maximum tolerance allowed under the following table.

**Table 11—Thickness and Spread Rate Tolerance at Any Given Location**

Course	Thickness Specified	Spread Rate Specified
Asphaltic concrete base course	± 0.5 in (±13 mm)	+40 lbs, -50 lbs (+20 kg, -30 kg)
Intermediate and/or wearing course	± 0.25 in (± 6 mm)	+20 lbs, -25 lbs (+10 kg, -15 kg)
Overall of any combination of 1 and 2	± 0.5 in (±13 mm)	+40 lbs, -50 lbs (+20 kg, -30 kg)

**Note 1: For asphaltic concrete 9.5 mm OGFC and 12.5 mm OGFC, control the spread rate per lot within 5 lbs/yd<sup>2</sup> (3 kg/m<sup>2</sup>) of the designated spread rate. For asphaltic concrete 12.5 mm PEM, control the spread rate per lot within 10 lbs/yd<sup>2</sup> (6 kg/m<sup>2</sup>) of the designated spread rate.**

**Note 2: Thickness and spread rate tolerances are provided to allow normal variations within a given lot. Do not continuously operate at a thickness or spread rate not specified.**

When the Plans specify a thickness, the Engineer may take as many cores as necessary to determine the average thickness of the intermediate or surface course. The Engineer shall take a minimum of one core per 1,000 ft (300 m) per two lanes of roadway. Thickness will be determined by average measurements of each core according to [GDT 42](#).

If the average exceeds the tolerances specified in the [Subsection 400.4.A.2.b, Table 11, —Thickness and Spread Rate Tolerance at Any Given Location](#), additional cores will be taken to determine the area of excess thickness and excess tonnage will not be paid for.

### B. Hot Mix Asphaltic Concrete Paid for by Square Yard (Meter)

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1. The thickness of the base course or the intermediate or surface course will be determined by the Department by cutting cores and the thickness will be determined by averaging the measurements of each core.
2. If any measurement is deficient in thickness more than the tolerances given in the table above, additional cores will be taken by the Department to determine the area of thickness deficiency. Correct thickness deficiency areas as follows:
  - a. Overlay the deficient area with the same type mixtures being corrected or with surface mixture. Extend the overlay at least 300 ft (90 m) for the full width of the course.
  - b. Ensure that the corrected surface course complies with [Subsection 400.3.06.C.1, Visual and Straightedge Inspection](#) .
  - c. The mixture is subject to the [Mixture Acceptance Schedule—Table 9 or 10](#).
3. No extra payment is made for mixtures used for correction.
4. No extra payment is made for thickness in excess of that specified.

**NOTE: Thickness tolerances are provided to allow normal variations within a given lot. Do not continuously operate at a thickness not specified.**

### C. Asphaltic Concrete

Hot mix asphaltic concrete, complete in place and accepted, is measured in tons (megagrams) or square yards (meters) as indicated in the Proposal. If payment is by the ton (megagram), the actual weight is determined by weighing each loaded vehicle on the required motor truck scale as the material is hauled to the roadway, or by using recorded weights if a digital recording device is used.

The weight measured includes all materials. No deductions are made for the weight of the individual ingredients. The actual weight is the pay weight except when the aggregates used have a combined bulk specific gravity greater than 2.75. In this case the pay weight is determined according to the following formula:

$$T1 = T_x \left( \% AC + \frac{\% \text{ Aggregate} \times 2.75}{\text{combined bulk Sp. Gr.}} + \% Y \right) / 100$$

Where:

T1	Pay weight, tonnage (Mg)
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T=	Actual weight
% AC=	Percent asphalt cement by weight of total mixture
% Aggregate =	Percent aggregate by weight of total mixture
Combined Bulk Sp. Gr.=	Calculated combined bulk specific gravity of various mineral aggregates used in the mixture
% Y=	Percent hydrated lime by weight of mineral aggregate

### D. Bituminous Material

Bituminous material is not measured for separate payment.

### E. Hydrated Lime

When hydrated lime is used as an anti-stripping additive, it is not measured for separate payment.

### F. Field Laboratory

The field laboratory required in this Specification is not measured for separate payment.

### G. Asphaltic Concrete Leveling

Payment of hot mix asphaltic concrete leveling, regardless of the type mix, is full compensation for furnishing materials, bituminous materials, and hydrated lime (when required) for patching and repair of minor defects, surface preparation, cleaning, hauling, mixing, spreading, and rolling.

Mixture for leveling courses is subject to the acceptance schedule as stated in [Subsection 400.3.06.A](#) and [Subsection 400.3.06.B](#).

### H. Asphaltic Concrete Patching

Hot mix asphaltic concrete patching, regardless of the type mix, is paid for at the Contract Unit Price per ton (Megagram), complete in place and accepted. Payment is full compensation for:

Furnishing materials such as bituminous material and hydrated lime (when required)

Preparing surface to be patched

Cutting areas to be patched, trimmed, and cleaned

Hauling, mixing, placing, and compacting the materials

#### 400.4.01 Limits

When the asphaltic concrete is paid for by the square yard (meter) and multiple lifts are used, the number and thickness of the lifts are subject to the Engineer's approval and are used to prorate the pay factor for the affected roadway section.

## Section 400—Hot Mix Asphaltic Concrete Construction

### 400.5 Payment

When materials or construction are not within the tolerances in this Specification, the Contract Price will be adjusted according to [Subsection 106.03, —Samples, Tests, Cited Specifications](#) and [Subsection 400.3.06, —Quality Acceptance](#).

Hot mix asphaltic concrete of the various types are paid for at the Contract Unit Price per ton (megagram) or per square yard (meter). Payment is full compensation for furnishing and placing materials including asphalt cement, hydrated lime when required, approved additives, and for cleaning and repairing, preparing surfaces, hauling, mixing, spreading, rolling, and performing other operations to complete the Contract Item.

Payment will be made under:

Item No. 400	Asphaltic concrete <u>type</u> Superpave, <u>group-blend</u> , Including bituminous materials, Gilsonite modifier, and hydrated lime	Per ton (megagram)
Item No. 400	_____ inches asphaltic concrete, <u>type</u> Superpave, <u>group-blend</u> including bituminous materials, Gilsonite modifier and hydrated lime	Per square yard (meter)
Item No. 400	Asphaltic concrete <u>type</u> Stone Matrix Asphalt, <u>group-blend</u> , including polymermodified bituminous materials and hydrated lime	Per ton (megagram)
Item No. 400	Asphaltic concrete <u>type</u> OGFC, <u>group 2</u> only, including bituminous materials and hydrated lime	Per ton (megagram)
Item No. 400	Asphaltic concrete <u>type</u> OGFC, <u>group 2</u> only, including polymer-modified bituminous materials and hydrated lime	Per ton (megagram)
Item No. 400	Asphaltic concrete <u>type</u> Porous European Mix, <u>group 2</u> only, including polymer-modified bituminous materials and hydrated lime	Per ton (megagram)

#### 400.5.01 Adjustments

##### A. Materials Produced and Placed During the Adjustment Period

An adjustment period is allowed at the start of mixing operations for each type of mix placed on the Contract except for Asphaltic Concrete OGFC or PEM. The adjustment period is provided to adjust or correct the mix and to establish the construction procedures and sequence of operations.

The adjustment period consists of the tons (megagrams) of the affected mix produced and placed on the first day of operation. If this quantity is less than 500 tons (500 Mg), the Engineer may combine the tons (megagrams) produced and placed on the first day of operation with the tons (megagrams) produced and placed on the next production day of the affected mix for the adjustment period.

The material produced and placed during the mixture adjustment period is one lot. If the mix is adjusted during this period, a new lot may be necessary, but a new adjustment period will not be permitted.

This material shall be paid for at 100 percent of the Contract Unit Price provided it meets the minimum requirements for a 1.00 pay factor for asphalt cement content and a 0.90 pay factor for gradation in the [Mixture Acceptance Schedule—Table 9 or 10](#).

## Section 400—Hot Mix Asphaltic Concrete Construction

If the material placed during the adjustment period fails to meet the above requirements, it will be paid for using the applicable acceptance schedule. When the same type Superpave mixture is placed at different mix design levels and a different blend of materials is specified in the job mix formula, a new adjustment period shall be granted. However, when a Superpave mixture with the same blend of materials specified in the job mix formula is placed at different mix design levels or when a mixture used for leveling at a spread rate of 90 lbs/yd<sup>2</sup> (50 kg/m<sup>2</sup>) or less is also used for the surface mix at a spread rate greater than 90 lbs/yd<sup>2</sup> (50 kg/m<sup>2</sup>), an additional adjustment period will be allowed for compaction only. This material will be paid for at a 1.00 pay factor provided it:

Meets the minimum requirements for a 1.00 pay factor in the Mixture Acceptance Schedule— Table 9 or 10 for both asphalt content and gradation.

Meets the minimum requirements for a 0.90 pay factor in Table 12 of [Subsection 400.5.01C](#),  
—[Calculate Mean Pavement Air Voids](#).

Mixture which does not meet these requirements shall be paid for using the applicable acceptance schedule.

### B. Determine Lot Acceptance

Pay factor adjustments are based on control sieves and asphalt cement content. The control sieves used in the mixture acceptance schedule for the various types of mix are indicated below:

<b>Control Sieves Used in the Mixture Acceptance Schedule</b>	
Asphaltic concrete 25 mm Superpave	1/2 in., No. 8 (12.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 19 mm SMA	1/2 in., No. 8 (12.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 19 mm Superpave	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm Superpave	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm SMA	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm PEM	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 12.5 mm OGFC	3/8 in., No. 8 (9.5 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 9.5 mm Superpave	No. 4, No. 8 (4.75 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 9.5 mm SMA	No. 4, No. 8 (4.75 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 9.5 mm OGFC	No. 4, No. 8 (4.75 mm, 2.36 mm) sieves and asphalt cement
Asphaltic concrete 4.75 mm Mix	No. 8 (2.36 mm) sieve and asphalt cement

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For projects which do not have milling quantities established as a Pay Item, the Department will pay for 12.5 mm OGFC and PEM placed on ramps and end of project transitions under the appropriate mixture pay item, but the mix shall be subject to the same gradation and control sieve requirements as asphaltic concrete 9.5 mm OGFC. Add polymer-modified bituminous material, hydrated lime, and stabilizing fiber to this mix.

### Hot Mix Asphaltic Concrete Construction

The Department will perform the following tasks:

1. Using the [Mixture Acceptance Schedule—Table 9 or 10](#), determine the mean of the deviations from the job mix formula per test results per lot.
2. Determine this mean by averaging the actual numeric value of the individual deviations from the job mix formula; disregard whether the deviations are positive or negative amounts.
3. Use the Asphalt Cement Content and Aggregate Gradation of Asphalt Concrete [Mixture Acceptance Schedule—Table 9](#) to determine acceptance of surface mixes and the [Mixture Acceptance Schedule—Table 10](#) to determine acceptance of subsurface mixes.

On Contracts involving 1,000 tons (1000 Mg) or less of asphaltic concrete, the mixture is accepted for 100 percent payment of the asphaltic concrete Unit Price provided it meets the following:

1. Minimum requirements for a 1.00 pay factor for asphalt cement content and a 0.90 pay factor for gradation in the applicable [Mixture Acceptance Schedule—Table 9 or 10](#).
2. Minimum requirements for a 0.90 pay factor in Table 12 of [Subsection 400.5.01C, —Calculate Pavement Mean Air Voids](#).

If the material placed on Contracts involving 1,000 tons (1000 Mg) or less of asphaltic concrete does not meet the above requirements, the material will be paid for using the applicable acceptance schedule.

**C. Calculate Pavement Mean Air Voids**

The Department will determine the percent of maximum air voids for each lot by dividing the pavement mean air voids by the maximum pavement mean air voids acceptable.

The Department will determine the payment for each lot by multiplying the Contract Unit Price by the adjusted pay factor shown in the following Air Voids Acceptance schedule:

**Table 12 - Air Voids Acceptance Schedule**

Pay Factor	Percent of Maximum Air Voids (Lot Average-5 Tests)	Percent of Maximum Air Voids (Lot Average-10 Tests) (for Reevaluations)
1.00	≤100	≤100
0.97	100.1 — 105	100.1 — 104
0.95	105.1 — 112	104.1 — 109
0.90	112.1 — 124	109.1 — 118

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0.80	124.1 — 149	118.1 — 136
0.70	149.1 —172	136.1 — 153
0.50	172.1 — 191	153.1 — 166

When the range tolerance is exceeded, the Department will apply a pay factor of 0.95 as described in [Subsection 400.3.06.B.2.](#)

### Hot Mix Asphaltic Concrete Construction

#### D. Asphaltic Concrete For Temporary Detours

Hot mix asphaltic concrete placed on temporary detours that will not remain in place as part of the permanent pavement does not require hydrated lime. Hot mix used for this purpose is paid for at an adjusted Contract Price.

Where the Contract Price of the asphaltic concrete for permanent pavement is let by the ton (megagram), the Contract Price for the asphaltic concrete placed on temporary detours is adjusted by subtracting \$0.75/ton (\$0.85/mg) of mix used.

Where the Contract price of the mix in the permanent pavement is based on the square yard (meter), obtain the adjusted price for the same mix used on the temporary detour by subtracting \$0.04/yd<sup>2</sup> (\$0.05/m<sup>2</sup>) per 1-in (25-mm) plan depth.

Further price adjustments required in [Subsection 400.3.06. —Quality Acceptance.](#) are based on the appropriate adjusted Contract Price for mix used in the temporary detour work.

#### E. Determine Lot Payment

Determine the lot payment as follows:

1. When one of the pay factors for a specific acceptance lot is less than 1.0, determine the payment for the lot by multiplying the Contract Unit Price by the adjusted pay factor.
2. When two or more pay factors for a specific acceptance lot are less than 1.0, determine the adjusted payment by multiplying the Contract Unit Price by the lowest pay factor.

If the mean of the deviations from the job mix formula of the tests for a sieve or asphalt cement content exceeds the tolerances established in the [Mixture Acceptance Schedule—Table 9 or 10](#) and if the Engineer determines that the material need not be removed and replaced, the lot may be accepted at an adjusted unit price as determined by the Engineer. If the pavement mean air voids exceed the tolerances established in the [Air Voids Acceptance Schedule – Table 12](#), remove and replace the materials at the Contractor's expense.

If the Engineer determines that the material is not acceptable to leave in place, remove and replace the materials at the Contractor's expense.

# Section 828—Hot Mix Asphaltic Concrete Mixtures

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## 828.1 General Description

This specification includes the requirements for hot mix asphaltic concrete mixtures, including:

- Open-graded surface mixtures
- Stone Matrix Asphalt mixtures
- Superpave asphaltic concrete mixtures Fine-graded mixtures

### 828.1.01 Definitions

Nominal Maximum Sieve Size: One standard sieve size larger than the first sieve to retain more than ten percent.

### 828.1.02 Related References A.

Standard Specifications [Section 800—Coarse Aggregate](#)

[Section 802—Aggregates for Asphaltic Concrete](#)

[Section 820—Asphalt Cement](#)

[Section 831—Admixtures](#)

### B. Referenced Documents

AASHTO TP 4

AASHTO PP 2

AASHTO TP 8-94

AASHTO T 112 AASHTO

T 209 AASHTO T 305

Standard Operating Procedure (SOP) 2 SP—Control of Superpave Bituminous Mixture Designs

[GDT 4](#)

[GDT 56](#) [GDT](#)

[66](#)

[GDT 115](#)

[GDT 125](#)

[QPL 26](#)

[QPL 41](#)

## 828.2 Materials

### A. Requirements

All mixtures are designated based on the Nominal Maximum Sieve Size. Determine the amount finer than No. 200 (75  $\mu\text{m}$ ) by washing (See [GDT 4](#)) or by the correlation procedure described in [GDT 125](#).

Use hot mix asphaltic concrete mixtures that meet the following requirements:

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1. Ensure the materials used to prepare the mixtures are approved by the Engineer before incorporating into the Work.
2. Use aggregate groups and blends that meet the following pay item designations, as indicated in the Proposal and Plans:

**Hot Mix Asphaltic Concrete Mixtures**

<b>Pay Item Designation</b>	<b>Allowable Aggregate Groups</b>
Group I or II	100% of Group I, Group II, or Blend I.
Group II only	Only 100% Group II.
Blend I	Either 100% Group II material or a blend of Group I and Group II. Do not use Group I material for more than 60% by weight of the total aggregates, nor more than 50% by weight of the coarse aggregate portion.

3. Use Group I, Group II, or a blend of both aggregate groups, for patching or leveling. Mixes are listed in [Subsection 828.2.03](#) and [Subsection 828.2.04](#).
4. Design mixes using the Superpave System for Volumetric Design (AASHTO TP 4 and AASHTO PP 2) unless stated otherwise. Designs shall be performed by qualified and approved laboratories and technicians as specified in SOP-2 SP - Control of Superpave Bituminous Mixture Designs.
5. Ensure individual test results meet Mixture Control Tolerances
6. Include hydrated lime in all paving courses except where noted. For a list of hydrated lime sources, see [QPL 41](#).
  - a. Add lime to virgin aggregate mixtures at a minimum rate of 1 percent of the total dry aggregate weight.
  - b. Add lime to recycled mixtures at a minimum rate of 1 percent of the virgin aggregate portion, plus a minimum of 0.5 percent of the aggregate in the reclaimed asphalt pavement (RAP) portion.
  - c. Add more lime and an approved heat-stable, anti-stripping additive that meets the requirements of [Subsection 831.2.04](#), “Heat Stable Anti-Stripping Additive,” if necessary, to meet requirements for mixture properties. However, the Department will not pay for the additional required materials. For a list of Heat Stable AntiStripping Additive sources, please see [QPL 26](#).
  - d. On PR, LARP, airport, bridge replacement, and parking lot projects designated at Mix Design Level A, asphalt cement may include an approved, heat-stable, anti-stripping additive that meets the requirements of [Subsection 831.2.04](#), “Heat Stable Anti-Stripping Additive” instead of hydrated lime, unless specified in the Pay Item.
    - 1) Add at a minimum rate of 0.5 percent of the AC portion.
    - 2) Ensure the additive treated mix meets the minimum tensile splitting ratio:

<b>Tensile Splitting Ratio</b>	<b>Type of Asphaltic Concrete</b>
0.4	4.75 mm mix
0.6	All other mixes

7. Use performance grade PG 67-22 asphalt cement in all mixtures except as follows:
  - a. For RAP mixtures, the Engineer will determine the performance grade to be used.
  - b. On PR, LARP, airport, bridge replacement, and parking lot projects, PG 64-22 may be substituted for PG 67-22.
  - c. Use only performance grade PG 76-22 for all mixtures that specify polymer-modified asphalt in the pay item designation.
8. Use of local sand is restricted as follows:
  - a. No more than 20 percent, based on total aggregate weight, may be used in mixtures for shoulder construction and on projects designed at Mix Design Level A.

- b. For mixtures placed on the mainline traveled way of projects designed at Mix Design Level B, C, or D (except interstate projects), local sand may be used only in the 25 mm Superpave and shall not exceed 20 percent based on total aggregate weight.
- c. Do not use local sand in any mixture placed on the traveled way of Interstate mainline or ramps. No more than 20 percent local sand, based on total aggregate weight, may be used in mixtures for shoulder construction.
- d. Do not use local sand that contains more than 7 percent clay.
- e. Do not use local sand that contains any clay lumps as determined by AASHTO T 112.

**B. Fabrication**

General Provisions 101 through 150.

**Hot Mix Asphaltic Concrete Mixtures**

**C. Acceptance**

Ensure the mix design has been reviewed and approved by the Department prior to beginning production.

1. Rutting Susceptibility Testing

- a. Fabricate three beams or six cylindrical specimens from each asphalt mix for the test using [GDT 115](#).
- b. Design mixtures which meet the following criteria for rutting where tested using [GDT 115](#):
- c. Mix Design Level A – 0.3 in (7 mm) maximum  
 Mix Design Level B – 0.25 in (6 mm) maximum  
 Mix Design Level C & D – 0.2 in. (5 mm) maximum  
 Mixtures designed prior to July 1, 2001 which do not exceed 0.2 in (5 mm) rutting when tested at 120 °F (49 °C) using [GDT 115](#) may be acceptable.

Tests will not be required for mixtures designed exclusively for trench widening nor for the 4.75 mm mix, nor for open-graded surface mixtures. 2. Fatigue Testing

The Department may perform the test according to AASHTO TP 8-94 or other Department approved procedure. **D.**

**Materials Warranty**

General Provisions 101 through 150.

**828.2.01 Open-Graded Surface Mixture**

**A. Requirements**

- 1. Use the information in the following table for job mix formulas and design limits:

Mixture Control Tolerance	Asphaltic Concrete	9.5 mm OGFC	12.5 mm OGFC	12.5 mm PEM
	<b>Grading Requirements</b>	<b>P ercent Passing</b>		
±0.0	3/4 in (19 mm) sieve		100	100
±6.1	1/2 in (12.5 mm) sieve	100*	85-100	80-100
±5.6	3/8 in (9.5 mm) sieve	85-100	55-75	35-60
±5.7	No. 4 (4.75 mm) sieve	20-40	15-25	10-25
±4.6	No. 8 (2.36 mm) sieve	5-10	5-10	5-10

±2.0	No. 200 (75 µm) sieve	2-4	2-4	1-4
<b>Design Requirements</b>				
±0.4	Range for % AC	6.0-7.25	5.75-7.25	5.5-7.0
	Class of stone ( <a href="#">Section 800</a> )	"A" only	"A" only	"A" only
	Coating retention (GDT-56)	95	95	95
	Drain-down, AASHTO T 305 (%)	<0.3	<0.3	<0.3

\* Mixture control tolerance not applicable to this sieve for this mix.

2. Use only PG 76-22 (specified in [Section 820](#)) in the 12.5 mm OGFC and 12.5 mm PEM mixtures.
3. Use a stabilizing fiber, which meets the requirements of [Section 819](#) in 12.5 mm OGFC and 12.5 mm PEM mixtures. The dosage rate will be as recommended by the Engineer and shall be sufficient to prevent excessive drain-down.

**B. Fabrication**

General Provisions 101 through 150.

**Hot Mix Asphaltic Concrete Mixtures**

**C. Acceptance**

General Provisions 101 through 150.

**D. Materials Warranty**

General Provisions 101 through 150.

**828.2.02 Stone Matrix Asphalt Mixtures**

**A. Requirements**

Use the information in the following table for the job mix formula and design limits.

Mixture Control Tolerance	Asphaltic Concrete	9.5 mm SMA	12.5 mm SMA		19 mm SMA
			Percent Passing		
	<b>Grading Requirements</b>				
±0.0	1- in (25 mm) sieve				100
±7.0	3/4 in (19 mm) sieve		100*		90-100
±6.1	1/2 in (12.5 mm) sieve	100*	85-100		44-70
±5.6	3/8 in (9.5 mm) sieve	70-100	50-75		25-60
±5.7	No. 4 (4.75 mm) sieve	28-50	20-28		20-28
±4.6	No. 8 (2.36) mm sieve	15-30	16-24		15-22
±3.8	No. 50 (300 µm) sieve	10-17	10-20		10-20
±2.0	No. 200 (75 µm) sieve	8-13	8-12		8-12
<b>Design Requirements</b>					
±0.4	Range for % AC	6.0-7.5	5.8-7.5		5.5-7.5

	Design optimum air voids (%)	3.5±0.5	3.5±0.5	3.5±0.5
	% aggregate voids filled with AC (VFA)	70-90	70-90	70-90
	Tensile splitting ratio after freeze-thaw cycle GDT-66	80%	80%	80%
	Drain-down AASHTO T 305 (%)	<0.3	<0.3	<0.3

\* Mixture control tolerance not applicable to this sieve for this mix.

1. Compact SMA mixtures at 50 gyrations with the Superpave Gyrotory compactor or 50 blows with the Marshall compactor.
2. A Tensile splitting ratio of no less than 70% may be acceptable so long as all individual test values exceed 100 psi (690 kPa).
3. Stone Matrix Asphalt mixtures shall contain asphalt cement, mineral filler, and fiber stabilizing additives which meet the following requirements:
  - a. Use asphalt cement that meets requirements of PG 76-22 of [Section 820](#).
  - b. Use mineral filler that meets requirements of [Section 883](#) and has been approved by the Engineer. Local sand shall not be used in lieu of mineral filler.
  - c. Treat these mixes with a fiber-stabilizing additive, which meets the requirements of [Section 819](#). The dosage rate will be as recommended by the Engineer and shall be sufficient to prevent excessive drain-down.

**B. Fabrication**

General Provisions 101 through 150.

**C. Acceptance**

See [Subsection 828.2.C](#).

**Hot Mix Asphaltic Concrete Mixtures**

**D. Materials Warranty**

General Provisions 101 through 150.

**828.2.03 Superpave Asphaltic Concrete Mixtures**

**A. Requirements**

Use the information in the following table for job mix formula and design limits:

Mixture Control Tolerance	Asphaltic Concrete	9.5 mm Superpave Level A	9.5 mm Superpave Level B,C,D	12.5 mm Superpave	19 mm Superpave	25 mm Superpave
	<b>Grading Requirements</b>	<b>Percent Passing</b>				
	1-1/2 in (37.5 mm) sieve					100
±.0	1- in (25.0 mm) sieve				100*	90-100
±.0	3/4 in (19.0 mm) sieve			100*	90-100	55-89

±6.0**	1/2 in (12.5 mm) sieve	100*	100*	90-100	60-89	50-70
<del>5.6</del>	3/8 in (9.5 mm) sieve	90-100	90-100	70-85	55-75	
<del>5.6</del>	No. 4 (4.75 mm) sieve	65-85	55-75			
<del>4.6</del>	No. 8 (2.36 mm) sieve	53-58	42-47	34-39	29-34	25-30
<del>2.0</del>	No. 200 (75 µm) sieve	4.0-7.0	4.0-7.0	3.5-7.0	3.5-6.0	3.0-6.0

\* Mixture control tolerance not applicable to this sieve for this mix.

\*\*Mixture control tolerance shall be ~~3.0%~~ for this sieve for 19 mm Superpave.

Superpave mixtures shall also meet the following requirements:

1. The Mixture Control Tolerance for asphalt cement shall be ~~4%~~.
2. Volumetric Criteria

Design Parameter	Design Criteria
a. Percent of Maximum Specific Gravity (%G <sub>mm</sub> ) at the design number of gyrations, (N <sub>d</sub> ) (See Note 1)	96%
b. % G <sub>mm</sub> at the initial number of gyrations, (N <sub>i</sub> )	Level A <91.5% Level B <90.5% Level C & D <89%
c. Percent voids in mineral aggregate (VMA) at N <sub>d</sub>	See Table 828.2.03.A.3
d. Percent voids filled with asphalt (VFA) at N <sub>d</sub>	See Table 828.2.03.A.4
e. Fines to effective asphalt binder ratio (F/P <sub>be</sub> )	
1) Asphaltic concrete 9.5 mm Superpave (Level A)	0.6-1.2
2) All Superpave mixtures excluded in Item 1	0.8-1.6
f. Tensile strength ( <a href="#">GDT 66</a> )	
1) Ratio (See Note 2)	80% min.
2) Stress	60 psi (414 kPa) min.
g. Retention of Coating ( <a href="#">GDT 56</a> )	95% min.

Note 1: Maximum specific gravity (G<sub>mm</sub>) determined in accordance with AASHTO T 209.

**Hot Mix Asphaltic Concrete Mixtures**

Note 2: A tensile splitting ratio of no less than 70% may be acceptable so long as all individual test values exceed 100 psi (690 kPa).

3. VMA Criteria

Nominal Maximum Sieve Size	Minimum % VMA*
1 in (25 mm)	12

3/4 in (19 mm)	13
1/2 in (12.5 mm)	14
3/8 in (9.5)	15

\* VMA is to be determined based on effective specific gravity of the aggregate ( $G_{se}$ ).

4. VFA Criteria

MIX DESIGN LEVEL	RANGE % VFA	
	Minimum	Maximum
A	67	80
B	65	78
C	65	76
D	65	75

5. Superpave Gyratory Compaction Criteria

MIX DESIGN LEVEL	NUMBER OF GYRATIONS	
	$N_i$	$N_d$
A	6	50
B	7	75
C	8	100
D	9	125

Use mix Design Level A for all Superpave mixes used as shoulder surface mixture, trench widening, temporary detour, or sub-base mixture under Portland cement concrete pavement unless specified otherwise in the plans.

**B. Fabrication**

General Provisions 101 through 150.

**C. Acceptance**

See [Subsection 828.2.C](#).

**D. Materials Warranty**

General Provisions 101 through 150.

**828.2.04 Fine Graded Mixtures**

**A. Requirements**

Use the following table for the job mix formula and design limits:

<b>ASPHALTIC CONCRETE - 4.75 mm Mix</b>		
<b>MIXTURE CONTROL</b>	<b>GRADING</b>	

**—Hot Mix Asphaltic Concrete Mixtures**

<b>TOLERANCE</b>	<b>REQUIREMENTS</b>	<b>% Passing</b>
±0.0	1/2 in (12.5 mm) sieve	100*
±.6	3/8 in (9.5 mm) sieve	90-100
±.7	No. 4 (4.75 mm) sieve	75-95
±.6	No. 8 (2.36 mm) sieve	60-65
±.8	No. 50 (300µm) sieve	20-50
±.0	No. 200 (75µm) sieve	4-12
	<b>DESIGN REQUIREMENTS</b>	
±.4	Range for % AC	6.00-7.50
	Design optimum air voids (%)	4-7
	% Aggregate voids filled with AC	50-80
	Tensile splitting ratio after freeze-thaw cycle ( <a href="#">GDT 66</a> )	80% minimum

\* Mixture control tolerance not applicable to this sieve for this mix.

Design this mixture at Superpave Mix Design Level A.

**B. Fabrication**

General Provisions 101 through 150.

**C. Acceptance**

General Provisions 101 through 150.

**D. Materials Warranty**

General Provisions 101 through 150.

2021 LMIG  
PROJECT REPORT  
VIDALIA/TOOMBS

<b>STREET NAME</b>	<b>BEGINNING</b>	<b>ENDING</b>	<b>LENGTH (MILES)</b>	<b>DESCRIPTION OF WORK</b>	<b>PROJECT SCHEDULE</b>
BELL ST.	Peacock St.	Deadend	0.04	Overlay 165lbs 9.5 mm and stripping	November-20
FOURTH AVE.	Dickerson Dr.	Grand St.	0.41	Overlay 165lbs 9.5 mm and stripping	November-20
SECOND AVE.	Poe St.	Grand St.	0.45	Overlay 165lbs 9.5 mm and stripping	November-20
SLAYTON ST.	US 280	Waters Dr.	0.35	Overlay 165lbs 9.5 mm and stripping	November-20
STOCKYARD RD.	US 280	North St.	0.19	Overlay 165lbs 9.5 mm and stripping	November-20
THOMPSON ST.	Pine St.	W. Toombs St.	0.42	Overlay 165lbs 9.5 mm and stripping	November-20

## PRICE SUBMITTAL: VIDALIA 2021 LMIG RESURFACING

Pricing must be submitted on this form. The quantities are estimates only. Bidders are responsible for field verification and calculation.

Street Name	Description	Quantity	Unit	Unit Price	Total Price
<b>Bell St.</b>	Recycled Asphaltic Concrete 9.5mm Superpave, type 1, blend 1 including				
Peacock St	Bitmous Material, Hydrated Lime & Haul 165lbs/yd2				
To	Also include bitmous tack coat and traffic control.	36	Tns		
Deadend	Solid Traffic Stripe 4" White Thermoplastic	374	ft		
	Solid Traffic Stripe 4" Yellow Double Lines Thermoplastic	187	ft		
	Thermoplastic Solid Traffic Stripe 24" Stop bar	1	each		
	Manhole Risers	1	each		
	Water Valve Risers	0	each		
<b>Fourth Ave.</b>	Recycled Asphaltic Concrete 9.5mm Superpave, type 1, blend 1 including				
Dickerson Dr.	Bitmous Material, Hydrated Lime & Haul 165lbs/yd2				
To	Also include bitmous tack coat and traffic control.	402	Tns		
Grand St.	Solid Traffic Stripe 4" White Thermoplastic	4366	ft		
	Solid Traffic Stripe 4" Yellow Double Lines Thermoplastic	2183	ft		
	Thermoplastic Solid Traffic Stripe 24" Stop bar	6	each		
	Manhole Risers (1-25.25", 3-25.50", 9-25.75")	6	each		
	Water Valve Risers (11-7.50")	0	each		

<b>Second Ave.</b>	Recycled Asphaltic Concrete 9.5mm Superpave, type 1, blend 1 including				
Poe St	Bitmous Material, Hydrated Lime & Haul 165lbs/yd2				
To	Also include bitmous tack coat and traffic control.	439	Tns		
<b>Grand St.</b>	Solid Traffic Stripe 4" White Thermoplastic	4766	ft		
	Solid Traffic Stripe 4" Yellow Double Lines Thermoplastic	2383	ft		
	Thermoplastic Solid Traffic Stripe 24" Stop bar	7	each		
	Manhole Risers	5	each		
	Water Valve Risers	0	each		
<b>Slayton St.</b>	Recycled Asphaltic Concrete 9.5mm Superpave, type 1, blend 1 including				
East First St.	Bitmous Material, Hydrated Lime & Haul 165lbs/yd2				
To	Also include bitmous tack coat and traffic control.	343	Tns		
Waters Dr.	Solid Traffic Stripe 4" White Thermoplastic	3716	ft		
	Solid Traffic Stripe 4" Yellow Double Lines Thermoplastic	1858	ft		
	Thermoplastic Solid Traffic Stripe 24" Stop bar	1	each		
	Manhole Risers (1-23.50")	2	each		
	Water Valve Risers	1	each		
	Crosswalk	1	each		

<b>Stockyard Rd.</b>	Recycled Asphaltic Concrete 9.5mm Superpave, type 1, blend 1 including				
North St.	Bitmous Material, Hydrated Lime & Haul 165lbs/yd2				
To	Also include bitmous tack coat and traffic control.	334	Tns		
Railroad Tracks	Solid Traffic Stripe 4" White Thermoplastic	2012	ft		
	Solid Traffic Stripe 4" Yellow Double Lines Thermoplastic	1006	ft		
	Thermoplastic Solid Traffic Stripe 24" Stop bar	2	each		
	Manhole Risers	2	each		
	Water Valve Risers (2-7.50")	0	each		
	Directional arrows	4	each		
<b>Thompson St.</b>	Recycled Asphaltic Concrete 9.5mm Superpave, type 1, blend 1 including				
	Bitmous Material, Hydrated Lime & Haul 165lbs/yd2				
Pine St.	Also include bitmous tack coat and traffic control.	408	Tns		
To	Solid Traffic Stripe 4" White Thermoplastic	4428	ft		
West Toombs St.	Solid Traffic Stripe 4" Yellow Double Lines Thermoplastic	2214	ft		
	Thermoplastic Solid Traffic Stripe 24" Stop bar	2	each		
	Manhole Risers	5	each		
	Water Valve Risers	1	each		
	<b>PROJECT TOTAL</b>	<b>\$</b>			

**2021 LMIG**

Bell St.  
Peacock St. to Deadend

Legend



Google Earth

©2020 Google



400 ft

**2021 LMIG**

Fourth Ave.  
Dickerson St. to Grand St.

Legend



**2021 LMIG**

Second Ave.  
Poe St. to Grand St.

Legend



**2021 LMIG**

Slayton St.  
East First St. to Waters Dr.

Legend

Google Earth

©2020 Google

600 ft



**2021 LMIG**

Stockyard Rd.  
North St. to Railroad Tracks.

Legend



Google Earth

© 2020 Google



600 ft

**2021 LMIG**

Thompson St.  
Pine St. to West Toombs St.

Legend



**(Submit an Original and Two Copies)**

PROJECT: 2021 L.M.I.G. ROADWAY RESURFACING

SUBMITTED TO: The Vidalia City Council

SUBMITTED BY: \_\_\_\_\_ (Hereinafter called "Bidder")

NAME, ADDRESS AND TELEPHONE NUMBER OF PRIME/GENERAL CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City of Vidalia:

Having carefully examined the Request For Bid and Specifications for 2021 L.M.I.G Roadway resurfacing., as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials as called for by the 2021 L.M.I.G Roadway resurfacing, and complete all Work within Ninety (90) days of generation of a Notice To Proceed, in accordance with said documents, for a total bid amount of (complete Pages 2 & 3 and furnish with Page 1):

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

It is understood that the City of Vidalia is only obligated for actual quantities installed and that payment(s) will be made based upon material tickets and satisfactory inspections Included and attached is a Bid Bond in the amount of five percent (5%) of this Bid.

Signed, sealed, and dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2020.

Bidder: \_\_\_\_\_ (Seal)  
(Company Name)

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

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

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

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

**BID BOND**

**CITY OF VIDALIA, GEORGIA**

BIDDER (Name and Address):

\_\_\_\_\_

SURETY (Name and Address of Principal Place of Business):

\_\_\_\_\_

OWNER (hereinafter referred to as the "City" (Name and Address):

City of Vidalia, Georgia  
114 Jackson Street  
P.O. Box 280  
Vidalia, Georgia 30475

BID

BID DUE DATE:

PROJECT (Brief Description Including Location):

\_\_\_\_\_

BOND

BOND NUMBER:

DATE (Not later than Bid due date):

PENAL SUM: \_\_\_\_\_

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the City, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER      SURETY

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

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

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

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

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

Signature and Title:

Signature and Title:  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title: Signature and Title:

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.

(2) Any singular reference to Bidder, Surety, the City or any other party shall be considered plural where applicable.

BID BOND PAGE 2

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the City upon Default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 The City accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the City) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
  - 3.2 All Bids are rejected by the City; or
  - 3.3 The City fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the City, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.
5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the City and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

BID BOND PAGE 3

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.
12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.

# **PAYMENT BOND**

## **CITY OF VIDALIA, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto City of Vidalia, Georgia (as OWNER, hereinafter referred to as the (“City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as, (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project. In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ Signature)

Title: \_\_\_\_\_ (SEAL)

(Signatures Continued on Next Page)

Attest: \_\_\_\_\_(Print/Type)

\_\_\_\_\_(Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_(Print/Type)

\_\_\_\_\_(Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_(Print/Type)

\_\_\_\_\_(Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**PERFORMANCE BOND  
CITY OF VIDALIA, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto The City of Vidalia, Georgia (as OWNER, hereinafter referred to as the (“City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents the City.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as \_\_\_\_\_, (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s

Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every

description, including but not limited to, any damages for delay, which the

City may incur, sustain or suffer by reason of the failure or default on the

part of the Principal in the performance of any and all of the terms, provisions

and requirements of the Contract, including all modifications, amendments,

changes, deletions, additions, and alterations thereto and any warranties or

guarantees required thereunder, then this obligation shall be void; otherwise to

remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:

- a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Contractor's Surety; and

- b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and

agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or  
PERFORMANCE BOND PAGE 3

deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_ .

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

Date: \_\_\_\_\_ (ATTACH SURETY'S POWER OF ATTORNEY)

**CONSTRUCTION SERVICES AGREEMENT  
FOR THE 2021 L.M.I.G. ROADWAY RESURFACING PROJECT**

This Construction Services Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between The City of Vidalia, a political subdivision of the State of Georgia, acting by and through its governing authority, the City of Vidalia Council ("City"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_,

City ("Contractor"), collectively referred to as the "Parties".

**W I T N E S E T H:**

WHEREAS, the City desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the City solicited bids for construction of the Project pursuant to The City of Vidalia Request for Bid, 2018 L.M.I.G Resurfacing Project, dated \_\_\_\_\_, 20\_\_\_\_; and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the City awarded the LMIG Project to the Contractor; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid to perform the construction services described herein, the City has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

## **Section 1. Contract Documents**

The following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Request for Bid attached hereto as Exhibit “A”;
- C. Bid Documents from Contractor, dated \_\_\_\_\_, \_\_\_\_\_, attached Here to as Exhibit “B”;
- D. Performance Bond and Payment Bond, attached hereto collectively as Exhibit “C”;
- E. Noncollusion Affidavit of Prime Bidder, attached hereto as Exhibit “D”;
- F. Final Affidavit, attached hereto as Exhibit “E”;
- G. Alien Employment affidavits attached hereto as Exhibits “F”, “G”, and “H”;
- H. Plans and specifications, attached hereto collectively as Exhibit “I”, including but not limited to the Specifications, the Georgia Department of Transportation Specifications Standards, and Special Provisions, the Typical Resurfacing Section, Location Maps, and Roadway Summaries;
- I. Key Personnel, attached hereto as Exhibit “J”;
- J. Notice of Award, attached hereto as Exhibit “K”;
- K. City of Vidalia Code of Ethics;
- L. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

## **Section 2. Project Description**

The Project is defined generally as follows: 2021 L.M.I.G. Roadway Resurfacing, which is described generally as asphalt resurfacing of various roadways throughout The City of Vidalia (the “Project”).

## **Section 3. The Work**

The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the Work described in the Specifications, Bid Form, Roadway Summaries, the Georgia Department of Transportation Specifications, Standards, and Special Provisions, the

Typical Resurfacing Section, Location Maps, and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the City, as determined by the City in its sole discretion, shall govern.

The City will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within five (5) days of City’s issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

#### **Section 4. Contract Periods; Liquidated Damages**

Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written “Notice to Proceed” provided by the City (the “Commencement Date”), and the Parties intend that all Work shall be completed on or before the date **90 days following the commencement specified in the Notice to Proceed**. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the City’s provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

A. Liquidated Damages. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The City and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the City and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the City **One Hundred Fifty\_and\_00/100 Dollars (\$150.00)** for each and every day that expires after the deadlines provided herein, or agreed to in writing by both Parties in a change order.

B. **Expediting Completion.** The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the City, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the City, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or (5) Other action proposed if acceptable to City.

Within five (5) calendar days after such notice from City that the Work is behind schedule, the Contractor shall notify the City in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the City deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the City's approval.

## **Section 5. Contractor's Compensation; Time and Method of Payment**

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$\_\_\_\_\_., except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the unit price shown on the Contractor's Bid Form and actual quantities installed.
- B. City agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the City that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Work performed, actual quantities installed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.
- C. The Contractor through each invoice (except for the final invoice) may request payment for no more than ninety percent (90%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the City. The final invoice issued by the Contractor shall include all amounts retained by the City under this

paragraph, subject to any deviations in the Work or change orders executed pursuant to Section 6 of this Agreement.

- D. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the City *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The City shall pay the Contractor within thirty (30) days after approval of the invoice by City staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Upon the City's certification of Completion of the Project, an invoice should be submitted to the

City of Vidalia Public Works Department, 111 Brinson Road Vidalia,  
Georgia 30474

for approval, with a copy submitted electronically to [rlakins@esginc.net](mailto:rlakins@esginc.net). Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the City or may make written requests for the City to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

## Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the City and the Contractor.
- B. The City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the City. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the City in its sole discretion, the City shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work
- C. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the City and the Contractor.
- D. The City Manager has authority to execute without further action of the Vidalia Council, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section 5 above. Any such change orders materially altering the terms of this Agreement, or increasing the total amount to be paid under this Agreement in excess of \$25,000.00, must be approved by the resolution of the City of Vidalia.

## **Section 7. Covenants of Contractor.**

### **A. Ethics Code**

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Vidalia Code of Ethics or any other similar law or regulation.

### **B. Time is of the Essence**

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

### **C. Expertise of Contractor**

Contractor accepts the relationship of trust and confidence established between it and the City, recognizing that the City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of City and the Project in accordance with City's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the City written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the City of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the City of work completed or produced, it being understood that the City is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents. In the event that during the course of

performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the City or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the City of such inaccuracies, impropriety, issues or concerns.

#### D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the City.

#### E. City's Reliance on the Work

The Contractor acknowledges and agrees that the City does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the City bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

#### F. Contractor's Reliance on Submissions by the City

Contractor must have timely information and input from the City in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the City, but Contractor shall be required to provide immediate written notice to the City if Contractor knows or reasonably should know that any information provided by the City is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

\_\_\_\_\_ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the City shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of City

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the City on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the City, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "City Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including but not limited to, attorney's fees and costs of defense (hereinafter "Liabilities"), which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the City or City Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against the City or City Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the City and City Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

## J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the City the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the City with regard to the results of such services only.

In as much as the City and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

## K. Insurance

(1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the City Attorney to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

(2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:

(a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars)

aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

(d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City in writing.

(4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

(i) The City and City Parties are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City or City Parties.

(ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the City or City Parties. Any insurance or self-insurance maintained by the City or City Parties shall be in excess of the Contractor's insurance and shall not contribute with it.

(iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City and City Parties.

(iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.

(v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits.

There shall be no cross liability exclusion.

(vi) The insurer shall agree to waive all rights of subrogation against the City and City Parties for losses arising from work performed by the Contractor for the City.

(b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the City and City Parties for losses arising from work performed by the Contractor for the City.

(c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the City and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."

(d) All Coverages:

(i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

(ii) Policies shall have concurrent starting and ending dates.

(5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Bests' rating of no less than A: VII.

(6) Verification of Coverage: Contractor shall furnish the City with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the City prior to execution of this Agreement by the City. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

(7) Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the City and City Parties as additional insured.

(8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.

(9) City as Additional Insured and Loss Payee: The City and City Parties shall be named as additional insured and loss payees on all policies required by this Agreement, except the City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

#### L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

#### M. Employment of Unauthorized Aliens Prohibited

##### *(1) E-Verify Affidavit*

It is the policy of the City that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on City-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16- 10-71), that it and Contractor's subcontractors have conducted verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the City contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "F", and submitted such affidavit to City. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is

attached hereto as Exhibit "G", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "G" to the City within five (5) business days of receipt from any subcontractor.

The City Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City contractor or contractor's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with the City, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the City thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "F" and incorporated herein by this reference.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above

requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

*(2) SAVE Affidavit and Secure Verifiable Document*

Pursuant to O.C.G.A. § 50-36-1, the City must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the Country each time that Contractor obtains a public benefit, including any contract, from the City. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "H", and submitted such affidavit to the City in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the City either in person or electronically (in compliance with the Uniform Electronic Transactions Act).

Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

N. Records, Reports and Audits

(1) Records:

(a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the City.

(3) Audits and Inspections: At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of

personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

#### O. Confidentiality

Contractor acknowledges that it may receive confidential information of the City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Contractor acknowledges that the City's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

#### P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state, regional, city, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the City within ten (10) days after issuance.

#### Q. Key Personnel

All of the individuals identified in Exhibit "J" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "J", without written approval of the City. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and

experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the City. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

#### R. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

#### S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("materials") shall be the property of the City, and the City shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged, or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

#### T. Meetings

The Contractor is required to meet with the City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the City. Meetings will occur as problems arise and will be coordinated by the City. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

#### U. Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

## **1. Compliance with Regulations**

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

## **2. Nondiscrimination**

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

## **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 leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

## **4. Information and Reports**

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the City, GDOT, 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 City, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

## **5. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, City shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

## **6. Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the City or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning 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 City to enter into such litigation to protect the interest of the City and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

## **8. Covenants of the City**

### **A. Right of Entry**

The City shall provide for right of entry for Contractor to enter the respective property in order for Contractor to complete the Work.

## **9. Warranty**

The Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the City. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the date of Final Completion at no additional cost to the City. An inspection shall be conducted by the City or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, City shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the Work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

## 10. Termination

A. The City may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 5 herein. The City shall have no further liability to Contractor for such termination. Further, at its sole discretion, the City may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

B. The City may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The City shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The City shall then make alternative arrangements for completion of the Project. The City will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, City shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety will pay the difference to the City. The City reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The City will promptly notify the Contractor of the contracts the City elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

C. If the City terminates this Agreement for cause, and it is later determined that the City did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.

D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the City.

E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the City's failure to pay the Contractor within thirty (30) days of Contractor providing the City with notice of a delinquent payment and an opportunity to cure.

F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## **Section 11. Miscellaneous**

A. **Defined Terms.** Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents. (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. **Complete Agreement.** This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

C. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Toombs County, Georgia.

D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

E. **Invalidity of Provisions; Severability.** Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.

F. **Business License.** Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the City for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement.

G. Notices.

(1) *Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between \_\_\_\_\_ for the City and \_\_\_\_\_ for the Contractor.

(2) *Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or

(3) upon actual delivery when sent *via* national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE CITY** shall be sent to:  
Nick Overstreet, City Manager c/o Vidalia  
City Council  
114 Jackson Street Vidalia, Georgia 30474

**NOTICE TO CONTRACTOR** shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Future changes in address shall be effective only upon written notice being given by the City to the Contractor or by the Contractor to the City Manager via one of the delivery methods described in this Section.

H. Waiver of Agreement. No failure by the City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the City's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.

- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any City Party. No City Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the City, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the City nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

**IN WITNESS WHEREOF**, the City and the Contractor have executed this Agreement effective as of the date first above written.

**CONTRACTOR:** \_\_\_\_\_

**TOOMBS COUNTY, GEORGIA**

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

\_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

\_\_\_\_\_, \_\_\_\_\_  
[NAME AND TITLE]

[CORPORATE SEAL]

[CITY SEAL]

SIGNED, SEALED, AND DELIVERED

SIGNED, SEALED, AND DELIVERED

in the presence of:

in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witness

Witness

\_\_\_\_\_

\_\_\_\_\_

Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My commission expires: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT “C”  
PAYMENT BOND**

**CITY OF VIDALIA, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT** \_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto City of Vidalia, Georgia (as OWNER, hereinafter referred to as the “City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated \_\_\_\_\_, which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as, (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation or other entity furnishing labor, services or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project. In the event of any claim made by the Claimant against the City, or the filing of a Lien against the property of the City affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ Signature)

Title: \_\_\_\_\_ (SEAL)

(Signatures Continued on Next Page)

PAYMENT BOND PAGE 3

Attest: \_\_\_\_\_(Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_(Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:  
\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)

**EXHIBIT “C”**

**PERFORMANCE BOND  
CITY OF VIDALIA, GEORGIA**

**KNOW ALL MEN BY THESE PRESENTS THAT**\_\_\_\_\_ (as CONTRACTOR, hereinafter referred to as the “Principal”), and \_\_\_\_\_ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto The City of Vidalia, Georgia (as OWNER, hereinafter referred to as the (“City”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents the City.

**WHEREAS**, the Principal has entered, or is about to enter, into a certain written agreement with the City, dated the \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ which is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”), for the construction of a project known as \_\_\_\_\_, (hereinafter referred to as “the PROJECT”).

**NOW THEREFORE**, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s

Surety shall indemnify and hold harmless the City from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the City may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach of default of the Contract:

c. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) days after written notice from the City to the Contractor's Surety; and

d. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the City.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or

PERFORMANCE BOND PAGE 3

deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

**IN WITNESS WHEREOF**, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_ .

**(Name of Principal)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

**(Name of Contractor's Surety)**

By: \_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

Title: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_ (Print/Type)

\_\_\_\_\_ (Signature)

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

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

(ATTACH SURETY'S POWER OF ATTORNEY)



**EXHIBIT "D"**

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**STATE OF GEORGIA  
CITY OF VIDALIA**

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_ (the "Bidder") that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included in this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and,
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, included in this affidavit.
- (6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

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

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or

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

Agent  
SUBSCRIBED AND SWORN BEFORE ME

[NOTARY SEAL]

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,

My commission expires: \_\_\_\_\_

**EXHIBIT "E"**

**FINAL AFFIDAVIT**

**TO CITY OF VIDALIA, GEORGIA**

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of its subcontractors in connection with the construction of 2021 L.M.I.G. Roadway Resurfacing for City of Vidalia have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which the City of Vidalia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_, who under oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

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

[NOTARY SEAL]

My Commission Expires

\_\_\_\_\_

**EXHIBIT "F"**

**STATE OF GEORGIA CITY  
OF VIDALIA**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Vidalia has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorizations are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_  
(city), \_\_\_\_\_ (state).

Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

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

\_\_\_\_\_  
Name of Contractor

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

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

[NOTARY SEAL]

My Commission Expires:\_\_\_\_\_

**EXHIBIT "G"**

**STATE OF GEORGIA  
CITY OF VIDALIA**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the City of Vidalia has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_

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

Federal Work Authorization User Identification  
Number

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city),  
\_\_\_\_\_(state).

\_\_\_\_\_

Date of Authorization

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Name of Subcontractor

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

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:\_\_\_\_\_

**EXHIBIT "H"**

**SAVE Affidavit**

By executing this affidavit under oath on behalf of \_\_\_\_\_, and as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from the City of Vidalia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided a copy of at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit to the City.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_ (e.g., driver's license, passport, etc.).

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

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

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

**EXHIBIT "J"**  
**KEY PERSONNEL**

The following individuals are designated as Key Personnel under this Agreement and as such are necessary for the successful prosecution of the Work:

<b>Individual</b>	<b>Position</b>

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT TITLE: 2021 L.M.I.G. ROADWAY RESURFACING**

The Vidalia City Council (Owner) has considered the Bid submitted by you for the above described Project which was opened and read on \_\_\_\_\_, 20\_\_\_\_. You are hereby notified that your Bid has been accepted for the Project in the amount of \$\_\_\_\_\_ dollars.

You are required in the bid documents to furnish the required Payment Bond and Performance Bond each in the amount of one hundred percent (100%) of the Contract amount. Also, a Certificate(s) of Insurance is to be submitted as called for in the bid documents. Attached please find the fully executed Construction Agreement for your use. Upon the City of Vidalia’s receipt of the other stated documents, a NOTICE TO PROCEED will be generated.

If you fail to furnish the other stated documents within ten (10) days from the date of receipt of this document, Owner will be entitled to such rights as may be granted by law to insure Project is completed on schedule.

Please acknowledge a copy of this Notice of Award and return it to: Robbie Akins, Project Manager, 111 Brinson Road Vidalia, Georgia 30474.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The City of Vidalia (OWNER)

By: \_\_\_\_\_  
Nick Overstreet, City Manager

**ACCEPTANCE OF NOTICE OF AWARD:**

RECEIPT OF THIS NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: 2021 L.M.I.G. ROADWAY  
RESURFACING**

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the Work in accordance with Agreement.

Date this \_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_, City Manager  
The City of Vidalia (OWNER)

Receipt of the above "Notice to Proceed" is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY: \_\_\_\_\_ (CONTRACTOR) TITLE:  
\_\_\_\_\_

## CITY OF VIDALIA CODE OF ETHICS

### Sec. 2-126. - Intent.

It is essential to the proper administration and operation of the City of Vidalia that the members of its governing authority be, and give the appearance of being, independent and impartial; that public office not be used for private gain; and that there be public confidence in the integrity of the governing authority. The governing authority finds that the public interest requires that they protect against such conflicts of interest by establishing appropriate ethical standards with respect to the conduct of the members of the governing authority in situations where a conflict may exist.

*(Ord. of 5-8-06)*

### Sec. 2-127. - Definitions.

As used in this article, the term:

(1)

*"Complaint"* means a written sworn statement filed with the mayor or mayor pro-tem containing specific allegations of misconduct by a member; provided, however, such allegations must be filed within sixty (60) days of discovery of the alleged misconduct.

(2)

*"Interest"* means a pecuniary benefit accruing to a governing authority or any member of his/her family as a direct result of any payment received from the city. A governing authority or member of his/her immediate family shall be deemed to have directly benefited from any payment from the city if any such person shall own at least ten (10) percent of the entity receiving such payment.

(3)

*"Governing authority"* or *"member of the governing authority"* means the mayor or any council member of the city and any member appointed to any board or commission of the city.

(4)

*"Immediate family members"* are the council member's spouse, children, parents, brothers and sisters.

*(Ord. of 5-8-06)*

**Sec. 2-128. - Prohibitions.**

No member of the governing authority shall:

- (1) By conduct give reasonable basis for the impression that any person can improperly influence him/her or unduly enjoy his/her favor in the performance of official acts;
- (2) Directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, or thing of value for him/herself or another person if it could reasonably be considered to influence the member in the discharge of official duties;
- (3) Disclose or otherwise use confidential information acquired by virtue of his/her official position for his/her or another person's private gain;
- (4) Use his/her official position to attempt to secure privileges that are not available to the general public;
- (5) Engage in, accept employment with, or render services for any private business or professional activity when such employment or rendering of services is adverse to and incompatible with the proper discharge of official duties;
- (6) Engage in any activity or transaction that is prohibited by law now existing or hereafter enacted which is applicable to him/her by virtue of being a member of the governing authority;
- (7) Use his/her position to request or require an employee to:
  - a. Perform any work outside the employee's normal course of municipal employment;
  - b. Purchase goods or services to be used for personal, business, or political purposes; and
  - c. Work for the member personally without paying the employee just compensation;
- (8) Use government property of any kind for other than officially approved activities, nor shall he/she direct employees to use such property for any purposes other than those officially approved;

(9)

Use his/her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to him/her or persons having an interest.

Prohibition (2) of this section shall not apply in the case of:

a.

An occasional non-pecuniary gift of insignificant value;

b.

An award publicly presented in recognition of public service;

c.

A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such a loan or financial transaction; d.

Campaign contributions made and reported in accordance with Georgia law.

Prohibition (5) of this section shall not apply to a member of the governing authority who is a licensed professional and appears on behalf of any applicant in such professional capacity so long as disclosures required by [section 2-129](#) are made to the board or commission chairperson thirty (30) days prior to any action being taken, and the member is associated with the project at the time the initial application is filed.

*(Ord. of 5-8-06)*

**Sec. 2-129. - Disclosure of conflicts of interest.**

An appointed member of the governing authority who has an interest that he/she has reason to believe may be affected by his/her official acts or actions or by the official acts or actions of the governing authority shall disclose the precise nature of such interest by written or verbal statement ten (10) days prior to, if possible, but always before the governing authority's taking official action on a matter affecting such interest and abstain from discussion and voting. An elected member of the governing authority shall disclose the nature of any interest he/she has at the time such matter is presented to mayor and council for discussion. Such written or verbal statement shall be recorded into the minutes of the meeting and thus become part of the public record. Following any disclosure made pursuant to this section the member shall refrain from all ex-parte communications with other members regarding the application in which he/she has an interest.

*(Ord. of 5-8-06)* **Sec.**

**2-130. - Disqualification.**

A member of the governing authority shall disqualify him/her from participating in any official act or action of the city which results in a pecuniary benefit to the member or a business or activity in which he/she has an interest, when such benefit is not available to the public at large.

*(Ord. of 5-8-06)*

**Sec. 2-131. - Prohibited contracts.**

The city shall not enter into any contract involving services or property with a member of the governing authority or with a business in which a member of the governing authority has an interest. Provided, however, this section shall not apply to contracts entered into:

- (1) After sealed competitive bids, together with a disclosure of the nature of the members of the governing authority's interest.
- (2) For emergency situations, provided that the city manager discloses the contract and explains the emergency at the next regular meeting of the governing authority.
- (3) In accordance with applicable Georgia law, including O.C.G.A. 16-10-6.

*(Ord. of 5-8-06)* **Sec. 2-132. - Complaints.**

Any person having a complaint against any member of the governing authority for an alleged ethics violation shall file in writing a verified complaint setting forth the particular facts and circumstances which constitute the alleged violation against the governing authority. The complaint shall be filed with the mayor, or in the event the complaint regards the mayor, shall be filed with the mayor pro-tem. Upon receipt of a complaint, or in the event the complaint regards the mayor, the mayor pro-tem shall appoint three (3) members of council, who, along with the city attorney, shall constitute an investigating committee to determine whether the complaint sets forth significant facts and circumstances so as to warrant a hearing before the board of ethics. In the event the complaint does not set forth sufficient facts to constitute an alleged violation and is found unjustified, frivolous or patently unfounded, it shall be dismissed and the complainant notified immediately. In the event the complaint is found to state sufficient facts to warrant a hearing before the board of ethics, the board shall be appointed as provided herein.

*(Ord. of 5-8-06)* **Sec.**

**2-133. - Board of ethics.**

- (a) Composition of the board of ethics:
  - (1) The board of ethics of the city shall be composed of five (5) residents of the city to be appointed as provided in paragraphs (2) and (3) of this subsection. Each member of the board of ethics shall have been a resident of the city at least one (1) year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the board of ethics. No person shall serve as a member of the board of

ethics if the person has, or has had within the preceding one (1) year period, any interest in any contract, transaction, or official action of the city.

(2)

The mayor and council members shall each designate two (2) qualified citizens to provide a pool of twelve (12) individuals who have consented to serve as a member of such board of ethics and who will be available for a period of two (2) years to be called upon to serve in the event a board of ethics is appointed.

(3)

The city manager shall maintain a listing of these twelve (12) qualified citizens. Should the investigating committee determine a complaint warrants a hearing before the board of ethics, the mayor and council, at the first public meeting after such determination, shall draw names randomly from the listing of qualified citizens until the specified five (5) members of the board of ethics have been appointed. Such board will elect one of its members to serve as chairman.

(4)

The members of the board of ethics shall serve without compensation. The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities.

(b)

The constituted board of ethics shall have the following duties and powers:

(1)

To establish procedures, rules and regulations governing its internal organization and conduct of its affairs;

(2)

To hold a hearing within fifteen (15) business days after the receipt of complaint. Failure to hold a hearing within the specified time shall result in dismissal of the complaint as to the transaction and shall prevent refiling if a complaint arises in the same incident for at least a period of six

(6) months;

(3)

To prescribe forms, approved by the city attorney, for the disclosure required in this article and to make available to the public information disclosed as provided in this section;

(4)

To receive and hear complaints of violations of the standards required by this article;

- (5) To make such investigation and response to a complaint as it deems necessary to determine whether any person has violated any provisions of this article.
- (6) To hold such hearings and make such inquiries as deemed necessary to investigate and rule upon complaints;
- (7) To report its findings to the governing authority for such action on as the governing authority deems appropriate.

*(Ord. of 5-8-06)*

**Sec. 2-134. - Service of complaint; hearings and disposition of complaints.**

The board of ethics as appointed herein set forth shall cause the complaint to be served on the member of the governing authority charged as soon as practicable. Service may be by personal service or by certified mail, return receipt requested. A hearing shall be held within fifteen (15) business days after filing of the complaint. The board of ethics shall conduct the hearing in accordance with the procedures and regulations it establishes but, in all circumstances, the hearing shall include the taking of testimony and the cross examination of witnesses. The decision of the board of ethics shall be rendered to the mayor and council within five (5) business days after completion of the hearing.

*(Ord. of 5-8-06)*

**Sec. 2-135. - Penalty and member rights.**

- (a) Any member of the governing authority who knowingly violates any provision of the code of ethics provided in this article shall be subject to public reprimand or censure by the governing authority of the city.
- (b) At any hearing held by the board of ethics, the member of the governing authority who is subject of inquiry shall have the right to written notice of the allegations at least ten (10) business days before a hearing, to be represented by counsel, to hear and examine the evidence and witnesses and to present evidence and witnesses in opposition or in extenuation.

*(Ord. of 5-8-06)* Sec.

**2-136. - Appeals.**

- (a) Any member of the governing authority or the complainant adversely affected by these findings of the board of ethics may obtain judicial review of such decision as provided in this section.
- (b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Toombs County within fifteen (15) business days after the decision of the board of ethics. The filing of such application shall act as supersedes.

*(Ord. of 5-8-06)*

**Sec. 2-137. - Repeal of conflicting provisions.**

All ordinances and resolutions or parts thereof previously adopted by the mayor and council establishing a Code of Ethics for the Governing Authority of the City of Vidalia in conflict with this article and not preserved hereby, are hereby repealed.

*(Ord. of 5-8-06)*