MEMORANDUM

To: Parties Interested In RFB2018-21
From: Misty Landers
Date: November 22, 2017
Re: RFB2018-21 – Concrete Bridge Culvert Repair Jackson Trail Road over Barber Creek

RFB2018-21 is attached for your consideration. Anyone accessing this Request for Bid from the Barrow County web site is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

Please insure bids are submitted exactly as specified in the RFB. If you have any questions, please submit them in writing as called for in the RFB.

Thank you.
REQUEST FOR BID
RFB2018-21

CONCRETE BRIDGE CULVERT REPAIR
JACKSON TRAIL ROAD OVER BARBER CREEK
(PROJECT #RM010)

BARROW COUNTY, GEORGIA

November 22, 2017
REQUEST FOR BID
RFB2018-21
CONCRETE BRIDGE CULVERT REPAIR JACKSON TRAIL ROAD OVER
BARBER CREEK (PROJECT #RM010)
BARROW COUNTY, GEORGIA

Date:  November 22, 2017

PURPOSE:
The purposes of this request are: 1) to provide interested contractors with sufficient information to enable them to submit a uniform bid for the County’s review; and 2) 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 County. This RFB is complex and requires your immediate and careful attention. This bid shall be evaluated and governed according to the Barrow County Purchasing Policy.

GENERAL:
Barrow County, Georgia (Owner) is in the process of securing sealed bids for concrete bridge culvert repair Jackson Trail Road over Barber Creek. Special attention should be given to the Schedule and Conditions referenced below.

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 bid. 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 Winder, Georgia, unless otherwise shown. Firm prices shall include all associated costs as defined in the Specifications.

Liquidated Damages: PROJECT COMPLETION WILL BE 120 DAYS FROM DATE OF THE NOTICE TO PROCEED. Liquidated damages of One Hundred Fifty Dollars ($150.00) per day will be assessed for each day after completion date until project is completed.

Security: Accompany bid with a bid security in the amount of five percent (5%) of the bid. The successful bidder will be required to submit to Barrow County a performance bond and a payment bond in the amount equal to one hundred percent (100%) of the total contract amount. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in Georgia. Only Barrow County bond forms will be accepted.
INQUIRIES: Contractors shall not contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Officer, or employees of Barrow County Elected Officers regarding this RFB, bid evaluation, or selection process from the time the RFB is issued until the time a notification of intent to award is announced. Questions relating to this RFB must be submitted in writing to: Misty Landers, Finance Department (email: mlanders@barrowga.org). The deadline for answering questions related to this RFB shall be 12:00 noon, December 7, 2017. All questions submitted in writing, in a timely manner prior to the deadline will be compiled and answered in writing. All questions submitted in writing will be addressed and posted as an Addendum on the Barrow County website (www.barrowga.org).

SEALED BID: An original (un-bound) and four 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 “RFB2018-21 – Concrete Bridge Culvert Repair Jackson Trail Road over Barber Creek”. If the bid is forwarded by mail, the sealed envelope/package containing the bid must be enclosed in another envelope/package to the attention of the Owner at the address previously given and also marked on the outside as “RFB2018-21 – Concrete Bridge Culvert Repair Jackson Trail Road over Barber Creek”. The Owner will not be responsible for late mail deliveries, and no bid will be accepted if received after the time as stipulated by this RFB. No bid may be withdrawn or modified in any way after the deadline for the RFB opening. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL RESULT IN DISQUALIFICATION.

EVENTS: Sealed bids will be accepted no later than 12:00 Noon Eastern Standard Time, Thursday, December 14, 2017. Any bid received after said time and date will not be considered by Owner. Bids will be opened in the Conference Room on the Main Floor at 30 North Broad Street at 2:00 p.m., December 14, 2017. Bids will be reviewed and a recommendation will be presented to the Barrow County Board of Commissioners within sixty (60) days of bid opening.

BIDS SHALL BE SUBMITTED TO: Barrow County Board of Commissioners County Clerk’s Office 30 North Broad Street Winder, GA 30680

INSURANCE REQUIREMENTS: The contractor selected for this project will be required to meet the insurance requirements stipulated in the Barrow County Construction Agreement.

CONSTRUCTION AGREEMENT: All submitting contractors are required to execute the Construction Agreement included in this package to indicate the willingness to comply with all terms of the Construction Agreement and to submit the executed Construction Agreement with the bid. Upon award of the Project to the winning contractor, the County will execute the Construction Agreement. Please be advised that the contractor’s execution of the Construction Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Construction Agreement. Exhibits C, E.1, E.2, and H to the Construction Agreement must be executed and submitted with the Construction Services Agreement and submitted with your bid (please leave date and amount of Agreement blank). Exhibits B.1 and B.2 will be executed after the project is awarded. Pursuant to O.C.G.A. § 13-10-91(b)(1), Exhibit E.1 must be fully executed and returned with the proposal. The County is unable to review the proposal without this Exhibit E.1.
FORMAT: An original (un-bound) and four (4) 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 of each contractor 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:

- Memo (1 Page)
- Request for Bid (5 Pages)
- Scope of Work (2 Pages)
- Location of Structure (1 Page)
- Culvert Information (3 Pages)
- Pictures (10 pages)
- GA D.O.T. Deficiency Report (1 Page)
- GA D.O.T. Specifications (102 Pages)
- Bid Form (2 Pages)
- Bid Bond (2 Pages)
- Construction Agreement (54 Pages)
- Notice Of Award (1 Page)
- Notice To Proceed (1 Page)
- Barrow County Ethics Policy (30 Pages)

DELIVERABLES: The following are required in bid submittals:

- Bid Form (Submit One Original and Four Copies)
- Bid Security (Use Barrow County Form Only)
- Executed Construction Agreement (As Stated Earlier)

RIGHT TO SUBMITTED MATERIALS: All responses, inquiries, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the bidding contractor shall be properly identified with their 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.

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

There is no expressed or implied obligation for Barrow County to reimburse any contractor 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 contractor 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 of goods and services stipulated in the Barrow County Construction Agreement attached hereto and incorporated herein by reference.

**GDOT REQUIREMENT:**
Nondiscrimination: The County, 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, 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.
SCOPE OF WORK

CONCRETE BRIDGE CULVERT REPAIR
BARROW COUNTY BOARD OF COMMISSIONERS

DESCRIPTION

CONCRETE BRIDGE CULVERT, JACKSON TRAIL RD. OVER BARBER CREEK

Project shall consist of the removal and disposal for all items necessary for construction and installations, repair of the undermining of the outlet barrels with pressure installed grout, repair of both undermined outlet wingwalls, repair of (1) southwest undermined inlet wingwall, repair scour/erosion behind southwest inlet wingwall, rip-rap at both inlet and outlet ends, remove overgrowth/trees within 10 ft. of the structure, epoxy pressure injection of (1) crack on Northwest wingwall, erosion control and permanent turf establishment.

CONTRACTOR RESPONSIBILITY

1) Contractor is responsible for providing and installing all materials necessary for the repair of the two-barrel concrete bridge culvert located on Jackson Trail Rd. over Barber Creek. Contractor is responsible for providing and installing all materials as shown on Bid Sheet and Attached Specifications and Drawings. Contractor is responsible for providing all labor, satisfactory workmanship and safety precautions associated with the Bid Sheet, and Attached Specifications and Drawings. Contractor is responsible for coordination with the Barrow County Stormwater Department. Contractor is responsible for notifying the Utilities Protection Center and any utility conflicts or cut utilities. Contractor is responsible for erosion and sediment control. Erosion and sediment control material, as shown on bid sheet, shall be installed prior to and during construction. Contractor is responsible for insuring erosion and sediment control materials are maintained, removed or replaced if required by Barrow County during construction and until project is complete. Contractor is responsible for notifying adjoining landowner of any conflicts with drainage or access if required. Contractor is responsible for insuring traffic control is provided for this project and is satisfactory to Barrow County. Traffic control shall be provided by Contractor for Jackson Trail Rd. and shall be in accordance with the current edition of the M.U.T.C.D. (this includes, but is not limited to all permanent and temporary “Construction Ahead”
signs, barrels, flagmen, and other safety requirements as required). Barrow County is responsible for road closures and detour signs if required.

2) Contractor is responsible for insuring that all material and labor used for this project is in accordance with current Georgia Department of Transportation standards and specifications. Contractor is responsible for insuring that all materials and installations are in accordance with the current edition of the Department of Transportation, State of Georgia, Standard Specifications Construction of Roads and Bridges.
<table>
<thead>
<tr>
<th>County</th>
<th>008 - Bridge Serial Number</th>
<th>011 - Location ID</th>
<th>Year Built</th>
<th>Georgia Bridge Owner Type</th>
<th>021 - Maintenance Responsible Agency Type</th>
<th>007A - Route Number Carried</th>
<th>007B - Facility Carried by Structure</th>
<th>006A - Features Intersected</th>
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<td>013-00139X-002.19N</td>
<td>1969</td>
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<td>059 - Superstructure Condition</td>
<td>060A - Substructure Condition</td>
<td>060B - Scour Condition</td>
<td>060C - Underwater Condition</td>
<td>062 - Culvert Sufficiency Rating (Current)</td>
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<td>Deck Evaluation</td>
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<td>N - Not Applicable</td>
<td>N - Not Applicable</td>
<td>N - Not Applicable</td>
<td>5 - Fair Condition</td>
<td>N - Not Applicable</td>
<td>6 - Satisfactory Condition</td>
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<td>1969 concrete culvert, with 2 - 8x7 barrels, on a 45° skew. The scour/erosion behind the wing wall inlet barrel 1 is 10.6’ wide, 12.8’ deep and 13.6’ back see photo. There is washing beginning behind outlet wing #1 of 2’ up and down, 3’ wide, and 10’ long. Ten foot of left rear wingwall not supported. This is due to angle of attack of creek, as it appears to be re-aligning itself. The outlet roof and parapet have areas of deep honey combing. Washing starting at outlet wing wall #1. Monitor Repair inlet and outlet scour, outlet undermining. Repair wing cracking. Repair left rear wingwall undermining</td>
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<td>Serial Number</td>
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<td>Features Intersected</td>
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<td>Comments</td>
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<td>Barrow</td>
<td>JACKSON</td>
<td>TRAIL RD</td>
<td>B</td>
<td>Structure</td>
<td>Repair inlet and outlet scour and undermining, repair washing at wing seal wing cracking, remove inlet debris.</td>
<td>3/16/2017</td>
<td>1</td>
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</table>
Section 528—Epoxy Pressure Injection of Concrete Cracks

528.1 General Description
This work consists of labor, material, equipment, and services necessary for repairing concrete cracks. The Plans will specify or the Engineer will determine the extent of repair. The work shall comply with the Specifications including Special Provisions where applicable.

528.1.01 Definitions
General Provisions 101 through 150.

528.1.02 Related References
A. Standard Specifications
   Section 886—Epoxy Resin Adhesives

B. Referenced Documents
   General Provisions 101 through 150.

528.1.03 Submittals
General Provisions 101 through 150.

528.2 Materials
Ensure epoxy used for crack repair complies with the requirements of Section 886, Type V epoxy adhesive.
Ensure epoxy used for sealing cracks at the surface is strong enough to withstand injection pressures up to 250 psi (2 MPa).

528.2.01 Delivery, Storage, and Handling
General Provisions 101 through 150.

528.3 Construction Requirements

528.3.01 Personnel
General Provisions 101 through 150.

528.3.02 Equipment
A. Injection Equipment
   Ensure that dispensing equipment for the injection complies with the following performance requirements:
   - Self-monitor pressures of 250 psi (2 MPa) for extended periods under flow.
   - Maintain a ratio of accuracy of one percent at the required pressures.
   - Mix in-line using a static mixing head.
   When using screen wire, wire brushes, or other elements for mixing, provide independent certification that the material is mixing thoroughly at the flow rate and temperatures for the job. Also demonstrate that the unit will not dispense resin if the material line is blocked on the supply or dispense side of the system.

528.3.03 Preparation
Before repairing the cracks specified on the Plans, prepare the concrete surfaces next to the cracks by exposing clean and sound concrete.

The exact procedures for exposing clean and sound concrete shall be the Contractor’s option and responsibility. However, the procedures must comply with any traffic handling and construction sequencing requirements for the Project.
Section 528—Epoxy Pressure Injection of Concrete Cracks

528.3.04 Fabrication
General Provisions 101 through 150.

528.3.05 Construction
Seal concrete cracks as follows:

1. After preparing the concrete surfaces, seal the cracks at the surface with epoxy.
   Port spacing, location, and port type shall be the Contractor’s option and responsibility.

2. If the voids are not thoroughly penetrated, use the following procedure:
   a. Wet core on 8 in (200 mm) centers the holes that are 1/2 in (13 mm) diameter and 3/4 in (19 mm) to 1 in (25 mm) depth.
   b. Insert into the cored holes to the full depth copper or plastic tubes 1/2 in (13 mm) diameter and notched at the base.
   c. Seal the circumference of the ports at the surface.
   d. Inject the epoxy at a constant pressure not to exceed 250 psi (2 MPa) for at least 10 minutes or until penetration occurs.

3. After the injection operation is complete, clean the sealed cracks to the original concrete surface.

4. Remove nipple devices and surface sealers over the injection holes.

528.3.06 Quality Acceptance
General Provisions 101 through 150.

528.3.07 Contractor Warranty and Maintenance
General Provisions 101 through 150.

528.4 Measurement
No measurement for payment will be made for any material, equipment, or labor necessary to accomplish this Work.

528.4.01 Limits
General Provisions 101 through 150.

528.5 Payment
All costs for material, equipment, or labor shall be included in the Lump Sum price bid for Epoxy Pressure Injection of Concrete Cracks.

Payment will be made under:

| Item No. 528 | Epoxy Pressure Injection of Concrete Cracks, Bridge No. ___ | Per lump sum |

528.5.01 Adjustments
General Provisions 101 through 150.
Section 171—Silt Fence

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

171.1.01 Definitions
General Provisions 101 through 150.

171.1.02 Related References

A. Standard Specifications
   Section 163—Miscellaneous Erosion Control Items
   Section 700—Grassing
   Section 862—Wood Posts and Bracing
   Section 881—Fabrics
   Section 894—Fencing

B. Referenced Documents
   ASTM D 3786
   ASTM D 4355
   ASTM D 4632
   ASTM D 4751
171.1.03 Submittals
General Provisions 101 through 150.

171.2 Materials
Materials shall meet the requirements of the following Specifications:

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Filter Fabrics</td>
<td>881</td>
</tr>
<tr>
<td>Fencing</td>
<td>894</td>
</tr>
<tr>
<td>Wood Posts and Bracing</td>
<td>862</td>
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</tbody>
</table>

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

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

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

171.2.01 Delivery, Storage, and Handling
During shipment and storage, wrap the fabric in a heavy-duty covering that will protect the cloth from sunlight, mud, dust, dirt, and debris. Do not expose the fabric to temperatures greater than 140 °F (60 °C).

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

171.3 Construction Requirements
171.3.01 Personnel
General Provisions 101 through 150.

171.3.02 Equipment
General Provisions 101 through 150.

171.3.03 Preparation
General Provisions 101 through 150.

171.3.04 Fabrication
General Provisions 101 through 150.

171.3.05 Construction
Install the silt fence according to this Specification, as shown on the Plans, or as directed by the Engineer as; perimeter, ditch check or similar protection.

A. Install Silt Fence
   1. Install silt fence by either of the following methods:
      a. Excavated Trench Method
         Excavate a trench 4 to 6 in (100 to 150 mm) deep using equipment such as a trenching machine or motor grader.
         If equipment cannot be operated on the site, excavate the trench by hand.
      b. Soil Slicing Method
Section 171-Silt Fence

Create a mechanical slice in the soil 8 to 12 in (200 to 300 mm) deep to receive the silt fence. Ensure that the width of the slice is not more than 3 in (75 mm). Mechanically insert the silt fence fabric into the slice in a simultaneous operation with the slicing that ensures consistent depth and placement.

2. Install the first post at the center of the low point (if applicable). Space the remaining posts a maximum of 6 ft (1.8 m) apart for Types A and B fence and 4 ft (1.2 m) apart for Type C fence.

3. Bury the posts at least 18 in (450 mm) into the ground. If this depth cannot be attained, secure the posts enough to prevent the fence from overturning from sediment loading.

4. Attach the filter fabric to the post using wire, cord, staples, nails, pockets, or other acceptable means.
   a. **Staples and Nails (Wood Posts):** Evenly space staples or nails with at least five per post for Type A fence and four per post for Type B fence.
   b. **Pockets:** If using pockets and they are not closed at the top, attach the fabric to a wood post using at least one additional staple or nail, or to a steel post using wire. Ensure that the additional attachment is within the top 6 in (150 mm) of the fabric.
   c. Install the filter fabric so that 6 to 8 in (150 to 200 mm) of fabric is left at the bottom to be buried. Provide a minimum overlap of 18 in (450 mm) at all splice joints.
   d. For Type C fence:
      1. **Woven Wire Supported**
         - Steel Post: Use wire to attach the fabric to the top of the woven wire support fence at the midpoint between posts. Also, use wire to attach the fabric to the post.
      2. **Polypropylene Mesh Supported**
         - Wood Post: Use at least six staples per post. Use two staples in a crisscross or parallel pattern to secure the top portion of the fence. Evenly space the remaining staples down the post.
         - Steel Post: Use wire to attach the fabric and polypropylene mesh to the post.

5. Install the fabric in the trench so that 4 to 6 in (100 to 150 mm) of fabric is against the side of the trench with 2 to 4 in (50 to 100 mm) of fabric across the bottom in the upstream direction.

6. Backfill and compact the trench to ensure that flow cannot pass under the barrier. When the slice method is used, compact the soil disturbed by the slice on the upstream side of the silt fence first, and then compact the downstream side.

7. When installing a silt fence across a waterway that produces significant runoff, place a settling basin in front of the fence to handle the sediment load, if required. Construct a suitable sump hole or storage area according to Section 163.

B. Install silt fence ditch checks

1. Temporary Silt Fence Ditch Checks

   Temporary silt fence ditch checks shall be constructed of the material type selected and shown on the approved erosion and sediment control plan. Item installation shall be constructed and placed according to approved Plan details. Temporary ditch checks shall remain in place until the permanent ditch protection is in place or being installed and the removal is approved by the Engineer.

C. Remove the Silt Fence

1. Keep all silt fences in place unless or until the Engineer directs it to be removed. A removed silt fence may be used at other locations if the Engineer approves of its condition.

2. After removing the silt fence, dress the area to natural ground, grass-and mulch the area according to Section 700.

3. The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.
Section 171-Silt Fence

4. Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

5. Repair or replace any undermined silt fence at no additional cost to the Department.

171.3.06 Quality Acceptance

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

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

171.3.07 Contractor Warranty

The silt fence shall remain until the Project is accepted or until the fence is removed. Also, remove and dispose of the silt accumulations at the silt fence.

Remove and replace any deteriorated filter fabric that reduces the effectiveness of the silt fence.

Repair or replace any undermined silt fence at no additional cost to the Department.

171.4 Measurement

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

171.4.01 Limits

General Provisions 101 through 150.

171.5 Payment

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

Payment is full compensation for the following:

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

Payment for this Item is made as follows:

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

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

Payment will be made under:

| Item No. 171 | Silt fence, type__ | Per linear foot (meter) |

171.5.01 Adjustments

General Provisions 101 through 150.
Section 207—Excavation and Backfill for Minor Structures

207.1 General Description
This work includes excavating, backfilling, or disposing of materials required to install a bridge culvert, box culvert, pipe, arch culvert, headwall and retaining wall according to the Specifications, the Plans, and the Engineer.

207.1.01 Definitions
General Provisions 101 through 150.

207.1.02 Related References

A. Standard Specifications
   Section 104—Scope of Work
   Section 109—Measurement and Payment
   Section 205—Roadway Excavation
   Section 206—Borrow Excavation
   Section 208—Embankments
   Section 810—Roadway Materials
   Section 812—Backfill Materials

B. Referenced Documents
   GDT 7

207.1.03 Submittals
General Provisions 101 through 150.

207.2 Materials
Ensure that materials meet the requirements of the following Specifications:
### Section 207-Excavation and Backfill for Minor Structures

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
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<tbody>
<tr>
<td>Foundation Backfill Material—Type I</td>
<td>Subsection 812.2.01</td>
</tr>
<tr>
<td>Foundation Backfill Material—Type II</td>
<td>Subsection 812.2.02</td>
</tr>
<tr>
<td>Imperfect Trench Backfill Material—Type III</td>
<td>Subsection 812.2.03</td>
</tr>
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</table>

#### 207.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

#### 207.3 Construction Requirements

##### 207.3.01 Personnel

General Provisions 101 through 150.

##### 207.3.02 Equipment

General Provisions 101 through 150.

##### 207.3.03 Preparation

General Provisions 101 through 150.

##### 207.3.04 Fabrication

General Provisions 101 through 150.

##### 207.3.05 Construction

**A. Locations and Elevations**

The Engineer will determine final locations and elevations of the structure. The locations and elevations shown on the Plans are approximate.

**B. Excavation**

The Engineer will determine the minimum requirements for length and depth of excavation for each structure. Assume the responsibility for the cost of installing necessary sheeting and bracing.

When excavating, follow these requirements:

- Excavate through rock or boulder formations to at least 1 ft (300 mm) below the bottom of the structure, except for where the entire concrete or masonry structure rests on solid rock.
- Backfill with Type I or Type II material to the proper subgrade elevation.
- As the embankment is constructed, excavate and place pipe on the new embankment. Pipe may be placed incrementally on steep gradients.
- Cut surfaces at structure trenches to prevent damage to the adjacent pavement when existing paved areas will be retained.
- Saw pavements deep enough to cause the edges to break in straight lines.
- Ensure that the width, depth, and vertical walls of an excavated imperfect trench conform to Plan details and dimensions within 2 in (50 mm).
- Dispose of surplus and unsuitable materials as directed by the Engineer.
- Consider excavated material as unclassified excavation according to Section 205, except that the Department will not pay for excavation for minor structures.
- Include the cost of fulfilling these requirements in the price bid for the pipe.
Section 207-Excavation and Backfill for Minor Structures

C. Backfill

Obtain backfill materials that meet the Specifications from sources approved by the Engineer.

1. Foundation Backfill Materials, Types I and II
   a. Use Type I material in dry structure trenches and Type II material in wet trenches.
   b. Use Type I material as a finishing course for Type II material when permitted by the Engineer.
   c. Backfill excavations beyond the specified limits with the same type of material required for the adjacent area; however, the Department will not measure excess backfill material for payment.
   d. Place Type I and Type II backfill material in layers of no more than 6 in (150 mm) loose.
   e. Compact each layer as follows:
      1) Type I Backfill Material: Compact to 95 percent of the theoretical dry density determined by GDT 7.
      2) Type II Backfill Material: Compact to a satisfactory uniform density as directed by the Engineer.

2. Imperfect Trench Backfill Material, Type III
   Place this material as loose uncompacted backfill over pipe structures as shown on the Plans where imperfect trench backfill is specified.

3. Normal Backfill
   Ensure that normal backfill material meets the requirements of Subsection 810.2.01, Class I or II. Class IIIC1 material may be used in Districts 6 and 7. Place and compact according to Section 208 except as follows:
   a. Do not place rock more than 4 inches (100 mm) in diameter within 2 ft (600 mm) of any drainage structure.
   b. For backfill behind retaining walls, use a pervious material that meets the requirements of Case I or Case II as follows:
      1) Case I. Case I refers to backfills for retaining walls that support roadbeds and parking areas.
         Ensure that the backfill conforms to Section 208. Do not place rock more than 4 in (100 mm) in diameter within 2 ft (600 mm) of the retaining wall or finished surface.
      2) Case II. Case II refers to backfills for retaining walls that do not support roadbeds or parking areas.
         Ensure that the backfill conforms to the requirements of Case I above, except compact the backfill to the density of the adjacent soil.

D. Pavement Replaced

Replace pavement removed at structure trenches in kind where adjacent pavements will be retained. An equal or better material may be used when approved by the Engineer.

Backfill and maintain a smooth riding surface until repaving is complete.

207.3.06 Quality Acceptance
General Provisions 101 through 150.

207.3.07 Contractor Warranty and Maintenance
General Provisions 101 through 150.

207.4 Measurement

A. Excavation

The following considerations are not measured for payment:
- Excavation for minor structures, including undercut for backfill materials as shown on the Plans
Section 207-Excavation and Backfill for Minor Structures

- Excavation for an imperfect trench which is required at locations specified in the Plans but which is not measured for payment
- Removal of water
- Removal of material from any area required to be reexcavated
- Excavation and backfill of temporary drainage ditches

B. Extra Depth Excavation

The following extra depth excavations are not measured for payment:

1. Extra depth excavation because of Contractor negligence
2. Extra depth excavation (required by the Engineer) below the original Plan elevation of the bottom of the footing or the flow line of a culvert pipe that does not exceed 3 ft (1 m)

If the Engineer relocates the structure or orders the elevation of the bottom of the footing or the flow line of the pipe to be lowered or undercut more than 3 ft (1 m), the Contractor will be compensated for the extra depth excavated below the 3 ft (1 m) limit according to Subsection 104.04 and Subsection 109.05.

Calculate the width of extra depth excavation using the diameter of the pipe or the width of the footing plus 2 ft (600 mm).

The length of extra depth excavation is equal to the length of that portion of the structure that is lowered more than 3 ft (1 m) below Plan elevation.

C. Backfill Materials Types I, II, and III

1. Types I and II
   These materials (in place and accepted) are measured in cubic yards (meters) compacted.
   Lateral measurements are confined to an area bounded by vertical planes lying not more than 1 ft (300 mm) outside of and parallel to the limits of the structure.
   Length and depth measurements are confined to the dimensions of compacted material in place as specified by the Engineer. Materials placed outside the above limitations are not measured for payment.

2. Type III
   The Department measures Type III material (complete, in place, and accepted) in cubic yards (meters).
   Lateral measurements of Type III material are confined to an area bounded by vertical planes lying directly above the outside walls of the structure.
   Longitudinal measurements are confined to the length of treatment installed as specified. Measurements of depth are the dimensions shown on the Plans or as directed.

D. Normal Backfill

This item is not measured separately, but is included in the measurement of the Items of excavation from which normal backfill materials are obtained.

207.4.01 Limits
General Provisions 101 through 150.

207.5 Payment

A. Excavation for Minor Structures

This item will not be paid for separately except as provided in Subsection 207.4.B.
Section 207—Excavation and Backfill for Minor Structures

B. Sheeting and Bracing

Sheeting and bracing will not be paid for separately unless these materials are left in place at the written direction of the Engineer. In this case, the Contractor will be paid at invoice cost plus 10 percent.

C. Backfill Materials

Backfill material Type I, (measured as shown in Subsection 207.4.C.1) will be paid for according to Section 205 or Section 206.

The Department will pay for Types II and III separately at the Contract Unit Price per cubic yard (meter). This payment is full compensation for furnishing the materials from sources inside or outside the right-of-way, loading, unloading, hauling, handling, placing, and compacting the material.

D. Normal Backfill

This Item will not be paid for directly but will be paid at the Unit Price for the applicable excavation item from which the normal backfill materials are obtained.

Payment will be made under:

<table>
<thead>
<tr>
<th>Item No. 207</th>
<th>Foundation backfill material, type II</th>
<th>Per cubic yard (meter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 207</td>
<td>Imperfect trench backfill material, type III</td>
<td>Per cubic yard (meter)</td>
</tr>
</tbody>
</table>

207.5.01 Adjustments

General Provisions 101 through 150.
Section 500—Concrete Structures

500.1 General Description
This work consists of manufacturing and using Portland cement concrete to construct structures. See the Contract Plans for the specified color and locations for placing integrally colored concrete.

500.1.01 Definitions
General Provisions 101 through 150.

500.1.02 Related References

A. Standard Specifications
   Section 104—Scope of Work
   Section 211—Bridge Excavation and Backfill
   Section 431—Grind Concrete Pavement
   Section 507—Prestressed Concrete Bridge Members
   Section 511—Reinforcement Steel
   Section 530—Waterproofing Fabrics
   Section 531—Dampproofing
   Section 621—Concrete Barrier
   Section 800—Coarse Aggregate
   Section 801—Fine Aggregate
   Section 830—Portland Cement
Section 500-Concrete Structures

Section 836—Special Surface Coating for Concrete
Section 838—Graffiti-Proof Coating for Concrete
Section 853—Reinforcement and Tensioning Steel
Section 865—Manufacture of Prestressed Concrete Bridge Members

B. Referenced Documents
ASTM A 653/653M
ASTM A 924/924/M
ASTM A 681
ASTM C 685
ASTM C 979
ASTM D 260, Type I or Type II
AASHTO Specifications
AASHTO M 148 or C 309
AASHTO M 171
AASHTO M 194
AASHTO T 22
AASHTO T 126
AWS D 2.0
Laboratory Standard Operating Procedure, Quality Assurance for Ready Mix Concrete Plants in Georgia
Standard Operating Procedure for Ready Mix Concrete
American Iron and Steel Institute Specification for the Design of Cold Formed Steel Structural Members
Federal Specification TT-P-641d, Type II
Georgia Standards 4948 and 9031-L
QPL 10
QPL 17
QPL 23
GDT 134
DOT 525

500.1.03 Submittals

A. Concrete Mix Designs
The Contractor is responsible for all concrete mix designs. Ensure that concrete mixes contain enough cement to produce workability within the water-ratio specified in Table 1—Concrete Mix Table, below.

Design concrete mixes that meet the requirements of the Table 1—Concrete Mix Table, below. The Office of Materials will determine the concrete properties using the applicable method in Section 500 of the Sampling, Testing, and Inspection Manual.
Table 1—Concrete Mix Table

<table>
<thead>
<tr>
<th>Class of Concrete</th>
<th>(2) Coarse Aggregate Size No.</th>
<th>(1 &amp; 6) Minimum Cement Factor lbs/yd³</th>
<th>Max Water/Cement ratio lbs/lb</th>
<th>(5) Slump acceptance Limits (in) Lower-Upper</th>
<th>(3 &amp; 7) Entrained Air Acceptance Limits (%) Lower-Upper</th>
<th>Minimum Compressive Strength at 28 days (psi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;AAA&quot;</td>
<td>67,68</td>
<td>675</td>
<td>.440</td>
<td>2     4</td>
<td>2.5       6.0</td>
<td>5000</td>
</tr>
<tr>
<td>&quot;AA1&quot;</td>
<td>67,68</td>
<td>675</td>
<td>.440</td>
<td>2     4</td>
<td>2.5       6.0</td>
<td>4500</td>
</tr>
<tr>
<td>&quot;AA&quot;</td>
<td>56,57,67</td>
<td>635</td>
<td>.445</td>
<td>2     4</td>
<td>3.5       7.0</td>
<td>3500</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>56,57,67</td>
<td>611</td>
<td>.490</td>
<td>2     4</td>
<td>2.5 (3)  6.0</td>
<td>3000</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>56,57,67</td>
<td>470</td>
<td>.660</td>
<td>2     4</td>
<td>0.0       6.0</td>
<td>2200</td>
</tr>
<tr>
<td>&quot;CS&quot;</td>
<td>56,57,67</td>
<td>280</td>
<td>1.400</td>
<td>-     3½</td>
<td>3.0       7.0</td>
<td>1000 (4)</td>
</tr>
<tr>
<td>Graded Agg.*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Class of Concrete</th>
<th>(2) Coarse Aggregate Size No.</th>
<th>(1 &amp; 6) Minimum Cement Factor kg/m³</th>
<th>Max Water/Cement ratio kg/kg</th>
<th>(5) Slump acceptance Limits (mm) Lower - Upper</th>
<th>(3 &amp; 7) Entrained Air Acceptance Limits (MPa) Lower-Upper</th>
<th>Minimum Compressive Strength at 28 days (MPa)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;AAA&quot;</td>
<td>67,68</td>
<td>400</td>
<td>.440</td>
<td>50    100</td>
<td>2.5       6.0</td>
<td>35</td>
</tr>
<tr>
<td>&quot;AA1&quot;</td>
<td>67,68</td>
<td>400</td>
<td>.440</td>
<td>50    100</td>
<td>2.5       6.0</td>
<td>30</td>
</tr>
<tr>
<td>&quot;AA&quot;</td>
<td>56,57,67</td>
<td>375</td>
<td>.445</td>
<td>50    100</td>
<td>3.5       7.0</td>
<td>25</td>
</tr>
<tr>
<td>&quot;A&quot;</td>
<td>56,57,67</td>
<td>360</td>
<td>.490</td>
<td>50    100</td>
<td>2.5 (3)  6.0</td>
<td>20</td>
</tr>
<tr>
<td>&quot;B&quot;</td>
<td>56,57,67</td>
<td>280</td>
<td>.660</td>
<td>50    100</td>
<td>0.0       6.0</td>
<td>15</td>
</tr>
<tr>
<td>&quot;CS&quot;</td>
<td>56,57,67</td>
<td>165</td>
<td>1.400</td>
<td>50    90</td>
<td>3.0       7.0</td>
<td>7 (4)</td>
</tr>
<tr>
<td>Graded Agg.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

1. Portland cement may be partially replaced with fly ash as provided in Subsection 500.3.04.D.4 or with granulated iron blast furnace slag as provide for in Subsection 500.3.04.D.5.

2. Specific size of coarse aggregate may be specified.

3. Lower limit is waived when air entrained concrete is not required.

4. The mixture will be capable of demonstrating a laboratory compressive strength at 28 days of 1000 psi (7 MPa) + 0.18 R°. Compressive strength will be determined based upon result of six cylinders prepared and tested in accordance with AASHTO T 22 and T 126.

* Where R = Difference between the largest observed value and the smallest observed value for all compressive strength specimens at 28 days for a given combination of materials and mix proportions prepared together.
5. Designed slump may be altered by the Office of Materials when Type "F" water reducers are used.

6. Minimum cement factor shall be increased by 50 lbs/yd$^3$ (30 kg/m$^3$) when size No. 7 coarse aggregate is used.

7. When Class A is specified for bridge deck concrete, the entrained air acceptance limits shall be 3.5% to 7.0%.

Submit all concrete mix designs to the Office of Materials (OM) for review. The Department will approve mixes that contain materials from approved sources and produce concrete that meets these Specifications.

Submit concrete mix design proportions for approval by one of the following methods:

1. Request Approval of Specific Proportions
   When requesting approval of specific concrete mix design proportions for classes of concrete, include the following information:
   - Source of each material
   - Apparent specific gravity of the cement and the fly ash, if used
   - Bulk specific gravity (saturated surface dry) of each aggregate
   - Percent absorption of each aggregate
   - Amount of each material required to produce a cubic yard (meter) of concrete
   - Proportions of admixtures per cubic yard (meter) of concrete and any use limitations
   - Proposed slump and air content of the design
   - Evidence that the proposed mixture complies with Subsection 500.1.03

Concrete mix designs that do not have a proven performance record and have not been used by the Department must meet minimum laboratory strength requirements.

2. Obtain Ready-Mix Design Proportions for commonly used materials
   Get approved concrete mix designs from authorized ready-mix concrete plants.

Ready-mix concrete plants approved according to Laboratory Standard Operating Procedure "Quality Assurance for Ready Mix Concrete Plants in Georgia" are authorized to submit concrete mix designs for approval. See QPL 10 for a list of approved plants.

3. Use Laboratory-Designed Proportions for commonly used materials
   Use laboratory-designed concrete mix proportions from either of the following sources:
   a. Laboratory-designed proportions are available for commonly used combinations of materials. Request these mixes in writing from the State Materials Engineer. Request specific classes of concrete and specify the source of ingredients.
   b. Select a combination of materials from approved sources and request that the laboratory determine a mix that meets requirements in the Table 1—Concrete Mix Table above. The laboratory will establish proportions for strength and workability under laboratory conditions.

B. Delivery Tickets

Have the concrete plant transmit delivery tickets (DOT Form 525) with each load of concrete delivered to the work site. Give the Engineer one of these delivery tickets.

Ensure that the following information is on the delivery ticket:
- Project designation
- Date
- Time
- Class and quantity of concrete
Section 500-Concrete Structures

- Actual batch proportions
- Free moisture content of aggregates
- Quantity of water withheld
- Concrete mixing revolutions

If available forms do not provide the required information, ask the Engineer to provide one.

C. Formwork Plans

The Engineer may require detailed formwork plans for review. If so prepare the formwork plans and submit them to the Engineer. In no case will the Contractor be relieved of responsibility for the formwork plans.

When constructing permanent steel bridge deck forms, submit bar support details and types to the Department for approval before placing the deck form reinforcement.

D. Falsework Plans

Submit, for review by the Engineer, detailed falsework plans for spans under which traffic flows.

The Engineer may require plans for spans that do not accommodate traffic.

E. Shop and Erection Drawings

Submit fabricators’ shop and erection drawings to the Engineer for review and approval. Indicate the following in the drawings:

- Grade of steel
- Physical and section properties for permanent steel bridge deck form sheets
- Locations where the forms are supported by steel beam flanges subject to tensile stresses

F. Hauling Vehicle Information

Before hauling starts on new bridges, submit the following information for each vehicle:

- Weight on each axle, empty
- Weight on each axle, fully loaded
- Center-to-center distances of axles
- Center-to-center distances of wheels measured parallel to each axle

G. Cold Weather Concrete Curing and Protection Plan

Secure the Engineer’s approval of a “Cold Weather Concrete Curing and Protection Plan” for bridges and structures. Emphasize protection for the underside of bridge decks when using metal forms and include the protection procedures to be used.

Protection procedures shall keep the concrete above 50 °F (10 °C) for 72 hours after placement and above freezing for 6 days after placement. Choose the protection method from Table 2 based on the expected temperature within 48 hours after concrete placement.
Section 500-Concrete Structures

Table 2—Cold Weather Protection

<table>
<thead>
<tr>
<th>Protection Procedure</th>
<th>Expected Temperatures Within 48 Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Heated enclosures</td>
<td>Below 25 °F (-4 °C)</td>
</tr>
<tr>
<td>Commercial blankets</td>
<td>Below 25 °F (-4 °C)</td>
</tr>
<tr>
<td>Batt insulation</td>
<td>Below 25 °F (-4 °C)</td>
</tr>
<tr>
<td>Heavy-duty polyethylene</td>
<td>25 °F (-4°C) or above</td>
</tr>
</tbody>
</table>

H. Color Additives

Submit to the Engineer the following:

1. Product Data: Manufacturer’s specifications and instructions for color additives.
2. Samples for Concrete Color Selection: Submit sample chip of specified color indicating color additive number and required dosage rate. Submittals are for general verification of color.

500.2 Materials

Ensure that materials meet the Specification requirements of Table 3:

Table 3—Materials Specifications

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coarse Aggregate (1)</td>
<td>800.2.01</td>
</tr>
<tr>
<td>Fine Aggregate Size No. 10</td>
<td>801.2.02</td>
</tr>
<tr>
<td>Dampproofing or Waterproofing Material</td>
<td></td>
</tr>
<tr>
<td>(Bituminous)</td>
<td>826.2.01</td>
</tr>
<tr>
<td>Portland Cement (2)</td>
<td>830.2.01</td>
</tr>
<tr>
<td>Portland-Pozzolan Cement (2)</td>
<td>830.2.03</td>
</tr>
<tr>
<td>Admixtures:</td>
<td></td>
</tr>
<tr>
<td>Air-Entraining Admixtures</td>
<td>831.2.01</td>
</tr>
<tr>
<td>Retarding Admixtures</td>
<td>831.2.02</td>
</tr>
<tr>
<td>Water Reducing Admixtures</td>
<td>831.2.02</td>
</tr>
<tr>
<td>Granulated Iron Blast-Furnace Slag</td>
<td>831.2.03.A.3</td>
</tr>
<tr>
<td>Fly Ash</td>
<td>831.2.03.A</td>
</tr>
<tr>
<td>Curing Agents</td>
<td>832</td>
</tr>
<tr>
<td>Joint Fillers and Sealers</td>
<td>833</td>
</tr>
<tr>
<td>Special Surface Coating</td>
<td>836</td>
</tr>
<tr>
<td>Linseed Oil</td>
<td>870.2.06.A.</td>
</tr>
<tr>
<td>Mineral Spirits</td>
<td>870.2.06.A.4</td>
</tr>
<tr>
<td>Water</td>
<td>880.2.01</td>
</tr>
<tr>
<td>Graded Aggregate (3)</td>
<td>815.2.01</td>
</tr>
<tr>
<td>Graffiti Proof Coating</td>
<td>838.2.01</td>
</tr>
</tbody>
</table>
## Section 500-Concrete Structures

<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete used in Bridge Construction</td>
<td>500.3.04.F</td>
</tr>
<tr>
<td>1. Use either Class A or Class B coarse aggregate of the designated size, except when using limestone or dolomite in bridge structures. When using limestone or dolomite, use Class A coarse aggregate.</td>
<td></td>
</tr>
<tr>
<td>2. Use Type I or Type II Portland cement or Type IP Portland-Pozzolan cement unless otherwise specified. Do not use air-entraining cement.</td>
<td></td>
</tr>
<tr>
<td>3. The gradation requirements of graded aggregate are modified to require 30% to 45% by weight passing the No. 10 (2.00 mm) sieve.</td>
<td></td>
</tr>
</tbody>
</table>

Construct bridge sections containing duct enclosures for stressing tendons using concrete with a maximum stone size of No. 7.

Use concrete manufactured at plants that qualify as approved sources according to the Standard Operating Procedure for Ready Mix Concrete. See QPL 10 for a list of approved plants.

For a list of approved deck oil protective surface treatment sources, see QPL 23.

Use colored concrete additive made with pure, concentrated mineral pigments especially processed for mixing into concrete and complying with ASTM C 979.

If adding color additives to the mix at the jobsite, furnish color additives in pre-measured Mix-Ready disintegrating bags to minimize jobsite waste.

Do not use accelerator admixtures containing calcium chloride in colored concrete mix.

### 500.2.01 Delivery, Storage, and Handling

#### A. Aggregate Stockpile

Stockpile aggregate as follows:

1. Keep stockpile areas firm, reasonably level, well-drained, clean, and free of sod or foreign matter.
2. Stockpile aggregate separately by type and source.
3. Form stockpiles using methods and equipment that do not cause the aggregate to segregate, become contaminated, or degrade. The Engineer may reject improperly formed stockpiles.
4. Stockpile aggregate long enough for the moisture content to stabilize.
5. Do not use aggregates stored in pits or silos that contain water.

#### B. Aggregate Handling

Operate aggregate handling equipment carefully to minimize segregation, breaks, spills, contamination, and mixing of the sizes and types of aggregates.

#### C. Cement Storage

Store cement as specified below. Reject all caked, lumpy, or contaminated cement.

1. Bulk Cement
   - Use bulk cement unless the Engineer allows bag cement to be used.
   - Store bulk cement in bins or silos designed for this purpose. Provide moisture-proof storage containers with a mechanism that allows cement to flow freely from the discharge opening.
2. Different Brands
   - Store and use cement of different brands and types, or from different mills separately.

#### D. Admixture Storage and Handling

Carefully store and dispense admixtures as recommended by the manufacturer to prevent contamination.
E. Concrete Handling and Placing

Handle and place concrete according to the following:

1. Haul Time Limitations
   Ensure that concrete reaches its final position in the forms within one hour after adding the cement to the aggregates. If retarders or water reducers are used, the allowable time limit increases to 1-1/2 hours. Test concrete immediately for acceptance tolerances before placing in forms using limits established in Table 1—Concrete Mix Table.

2. Placement Limitations
   After delivering the concrete to the job site or the staging area at the site or after mixing the concrete at the site, transport it carefully to the placement point to prevent excessive slump loss or segregation. Use any of the following equipment:
   - Buckets
   - Buggies
   - Pumps
   - Other approved means

F. Form Storage

Store forms off the ground.

G. Precast Unit Handling

Except as noted below, the applicable portions of Subsections 507.2.01, “Delivery, Storage, and Handling,” 507.3.05.A, “Prepare Bearing Areas,” 507.3.05.B, “Erecting PSC Bridge Members,” and 507.3.05.D, “Concrete Finish,” shall govern.

Handle precast, nonprestressed units as follows:

1. Do not lift the units from the casting bed until the concrete reaches a strength of at least 1,500 psi (10 MPa).
2. Do not transport or erect the units until they reach a strength of at least 3,000 psi (20 MPa).
3. Restrict live loads (including erection equipment) on the units until they reach a minimum strength of 4,500 psi (30 MPa).

H. Color Additives

Comply with manufacturer’s instructions. Deliver to site or batch plant in original, unopened packaging. Store color additives in dry conditions.

500.3 Construction Requirements

500.3.01 Personnel

A. Supervision, Personnel, and Skilled Workers

   Provide enough supervision, personnel, and skilled workers to do the following:
   1. Properly produce, place, and finish concrete in each pour unit according to Subsection 500.3.05.P, Table 5—Minimum Placement Rates or as required by the Plans.
   2. Check screed clearances and tolerances before beginning deck pours.
   3. Place concrete without delays.

B. Plant Operator Certification

   Volumetric proportioning requires that the operator be certified by the Office of Materials.
Section 500-Concrete Structures

500.3.02 Equipment

A. Equipment Restrictions

Do not use delivery, conveyance, or vibratory units that leak grout, water, oil, or gas.

Provide enough equipment, tools, and materials to properly produce, place, and finish concrete in each pour unit according to the Subsection 500.3.05.P, Table 5—Minimum Placement Rates or as required by the Plans.

The Engineer may prohibit equipment that delays concrete placement.

B. Volumetric Proportioning Equipment

When concrete ingredients are proportioned volumetrically, obtain the Engineer's approval for the equipment and its calibration and operation.

Ensure the following:

- The equipment meets the specifications in ASTM C 685.
- The concrete producer conducts calibration tests at least every 6 months.
- The equipment is calibrated for each new concrete mix before production.

C. Batching Plant Equipment

Ensure that batching plants have the following equipment and that the equipment meets the standards listed.

1. Bins

   Ensure that bins and bin compartments meet the following standards:

   - Adequate capacity for the required concrete production
   - Supported on a rigid framework on a stable foundation capable of holding the bins securely
   - Designed to discharge efficiently and freely into the weigh hopper
   - Positive means of control that slows down and shuts off the material flow when the weigh hopper has the correct quantity.
   - Discharging mechanisms that prevent material leaks when closed
   - Leak-free aggregate storage bins
   - Divided aggregate storage bins for fine aggregate and each size of coarse aggregate
   - Partitioned aggregate storage bin compartment that prevents the materials from mixing
   - Leak-proof, moisture-proof cement bins with a vibrator or other mechanism to discharge cement

2. Weigh Hoppers

   Ensure that weigh hoppers meet the following standards:

   - Have suitable containers freely suspended from scales
   - Have adequate capacity to maintain the Subsection 500.3.05.P, Table 5—Minimum Placement Rates
   - Have a discharge mechanism that prevents material leaks when closed
   - Have vents to permit air to escape
   - Have vibrators or other equipment that ensures complete and efficient discharge of materials
   - Have a dust seal and a port or valve for sampling cement

3. Scales

   Scales used for weighing concrete materials shall have accuracy within plus or minus one percent under operating conditions.

   Ensure the following:

   - When directed by the Engineer, the owner demonstrates the accuracy of the scales.
• Scales are kept clean and in good operating condition.
• The scale operator can clearly see indicating devices.
• The scale operator can easily access controls.

D. Mixers and Agitators

Ensure that mixers and agitators meet the following requirements:

1. General Requirements for Mixers and Agitators

Provide mixers and agitators that meet these requirements:

a. Capacity Plates

Ensure that the mixer or agitator has a legible metal plate or plates attached in an easily visible location. The plates shall indicate the rated capacity in cubic yards (meters) for mixing and agitating.

c. Concrete Production

The mixer shall produce concrete that meets the requirements in the Table 1—Concrete Mix Table.

d. Mixer Performance Test

The mixer or agitator may be required to pass a mixer performance test. Mixer performance will be evaluated at the discretion of the Engineer.

Mixer performance tests will include the following by the OMR:

1) Taking samples of concrete at the one-quarter and three-quarter points of the batch discharge
2) Measuring the slumps of each concrete sample

If the two slump values differ by more than 2 in (50 mm), do not use the mixer or agitator until it meets the requirements of the test.

The Engineer may permit the equipment to be used if the 2 in (50 mm) tolerance can be met by using a longer mixing time or a smaller batch.

2. Mixing Speed

Follow these guidelines for mixing speed:

• Do not exceed 150 revolutions at mixing speed.
• Discharge all concrete from truck mixers before drum or blades reach 300 revolutions, including revolutions at agitating speed.
• Use the mixing speed defined by the manufacturer for the mixing equipment.
• If the manufacturer’s definition of mixing speed is not available, use a mixing speed of 6 to 18 revolutions per minute.

3. Mixer and Agitator Maintenance

Maintain mixers and agitators as follows:

a. When mixers and agitators are discharged, remove the entire contents before adding materials for the next batch.

b. Clean mixers and agitators often to prevent concrete and grout accumulation.

c. Do not discharge cleaning water into any pipe, catch basin, or structure.

d. If cement or aggregates accumulate in mixers and agitators when cleaning water is discharged, remove them immediately at no expense to the Department.

4. Mixer Types

Use stationary mixers or truck mixers.

a. Stationary Mixers

Ensure that stationary mixers meet the following standards:

1) Combine the concrete ingredients into a homogeneous, uniform mass within the specified time and when loaded to capacity.
2) Efficiently and uniformly discharge the concrete within the tolerances allowed in Subsection 500.3.02.D.1.c, “Mixer Performance Test.”

3) Permit discharge only after the specified mixing time has elapsed using a locking device.

b. Truck Mixers

Ensure that truck mixers meet the following standards:

- Meets the requirements listed in Subsection 500.3.02.D.4.a, “Stationary Mixers”
- Has an approved revolution counting device in good operating condition
- Does not haul more than the rated capacity in cubic yards (meters) as shown on the attached capacity plates

5. Agitator Types

Use truck agitators or truck mixers operating at agitating speed.

Ensure that agitators meet the following requirements:

a. Keeps the mixed concrete in a homogeneous, uniform mass

b. Efficiently and uniformly discharges the concrete within the tolerances allowed in Subsection 500.3.02.D.1.c, “Mixer Performance Test”

E. Concrete Buckets

Keep concrete buckets clean and in good working condition.

F. Concrete Buggies

Keep concrete buggies clean and in good working condition.

G. Concrete Pumps

Concrete pumping equipment is subject to the Engineer’s approval. Use pumping equipment that has adequate capacity and is suitable for the proposed work.

H. Chutes and Troughs

Do not use chutes longer than 50 ft (15 m) without the Engineer’s permission.

Flush chutes and troughs with water after each run. Do not discharge this water into freshly placed concrete or into conveyance unit.

Promptly remove hardened concrete from chutes and troughs.

Ensure that chutes and troughs meet the following requirements:

1. Metal or metal lined
2. Slope not exceeding one vertical to three horizontal
3. Baffles or a series of short lengths placed to reverse the direction of the concrete flow, when used on steep slopes

I. Pipes or Tubes

Use pipes or tubes to place concrete when the operation requires dropping the concrete more than 5 ft (1.5 m).

Thoroughly clean the pipes or tubes after each pour.

Use pipes made of metal or other approved material and long enough to deposit the concrete as close to its final position as possible.

J. Vibrators

Provide enough vibratory units, including at least one additional stand-by unit in good working condition, to compact concrete immediately after it is placed. Have a stand-by unit at the site before each pour is started.
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On Projects consisting entirely of small pours (10 yd$^3$ [8 m$^3$] or less), the Engineer may waive the stand-by requirement. Ensure that vibrators meet the following conditions:

- Approved internal rotation-type design
- A power supply that constantly vibrates the concrete at frequencies of not less than 4500 impulses per minute
- A vibration intensity that visibly affects a mass of concrete with a 1 in (25 mm) slump through at least a 18 in (450 mm) radius

K. Screeds

Do not use vibratory screeds (screeds that use a transverse strike-off motion) without the Engineer’s approval. Use screeds that are:

- Mechanically operated
- Designed and constructed to screed with the strike-off parallel to the center line
- Readily adjustable
- Capable of maintaining proper adjustment throughout the screeding operation

The two screed types are:

1. Longitudinal Screeds
   Unless otherwise noted on the Plans, use longitudinal screeds only on pour lengths of 70 ft (20 m) or less.

2. Transverse Screeds
   Use transverse screeds on any pour, unless otherwise noted on the Plans. However, transverse screeds are required on pour lengths above 70 ft (20 m).

Support screeds outside the pour area that will receive a surface finish. Do not use intermediate supports or guides.

Adjust screeds to the camber specified on the Plans. Check the camber as often as necessary.

Have the Engineer approve the following for screeds and their supports:

- Weight
- Durability
- Adjustability
- Accuracy
- Mechanical condition
- Operational results

Furnish the equipment necessary to check screed clearances and tolerances before pouring decks.

L. Underwater Placement Equipment

Place concrete under water using the following underwater placement equipment:

1. Tremie
   Use a tremie when depositing concrete in water above 10 ft (3 m) deep. Ensure that tremie is:
   - At least 8 inches (200 mm) diameter
   - Constructed in sections with watertight couplings

2. Bottom Dump Bucket
   Where the Engineer permits, use a bottom dump bucket in water up to 10 ft (3 m) deep.
   Ensure that the bottom of the bucket opens only when it touches the surface that receives the charge and that the top of the bucket has a lid or cover.
M. Fogging Equipment

To supply additional moisture to the concrete, use fogging equipment with the following characteristics:

- A heavy-duty pump capable of delivering 2 gal (7.6 L) of water per minute to a 0.062 in (1.6 mm) diameter tip at an air pressure of 100 psi (700 kPa).
- An example of a suitable pump is the Alemite Pump 7878-A.
- The ability to consume approximately 22 ft³/min (0.6 m³/min) of compressed air
- A 3/8 in (10 mm) inside diameter hose long enough to reach all areas of the deck
- An adjustable spray gun and tip to provide various patterns of atomized spray or fog for changing finishing conditions
- An example of a suitable spray gun is the Gun Jet No. 43 with a 120-2 Multee Jet Nozzle.

If necessary, substitute other equipment that is capable of equal performance.

500.3.03 Preparation

A. Pre-Pour Conference

Before beginning deck placement operations on each Project, and for individual deck pours of an unusual nature, the Engineer will schedule a pre-pour conference with Project supervisory personnel and a representative of the concrete supplier, if applicable.

Conference topics of discussion include the following:

- Reinforcing steel support method
- Final screed setting check
- Anticipated placement rate
- Personnel number
- Equipment type
- Curing methods
- Adverse weather placement procedures
- Emergency procedures
- Other Work-related details

500.3.04 Fabrication

A. Measure Materials

Measure materials as follows:

1. Cement. Weigh bulk cement on scales to plus or minus one percent of the designated weight. If the Engineer allows bag cement, proportion the batch to use only whole bags.
2. Aggregates. Weigh all aggregates on scales to plus or minus two percent of the designated weight. Apply the proper corrections for aggregate surface moisture.
3. Water. Measure water by volume or weight to within plus or minus one percent.
   a. Construct the measuring system to be independent of water pressure fluctuation.
   b. Ensure that measuring systems have outside taps and valves to facilitate plant calibrations.
   c. You may use recycled wash water provided that it meets the requirements of Subsection 880.2.02.
4. Admixtures. Measure admixtures by weight or volume within plus or minus three percent of the required amount.

B. Control Concrete Batching

Control batching as follows:
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1. Mix batches of concrete according to the proportions of an approved mix design.
2. Ensure that concrete materials are from the designated sources.
3. Correct the batch weights to account for surface moisture in aggregates.

C. Prestressed Concrete Deck Panel Requirements
Do not use prestressed concrete deck panels unless approved by the Engineer.

D. Add Admixtures to Concrete
Additives are required when specified herein or as directed by the Engineer.

1. Air-Entrained Admixtures
   a. All bridge structure concrete uses air-entraining additives, except for seal concrete and non-exposed footings.
   b. The Contractor may use air-entraining additives in other concrete to improve workability when job or material conditions dictate.
      When using air-entraining additives as an option to improve workability or when required, do not exceed the upper limit of the entrained air content requirement in the Table 1—Concrete Mix Table.

2. Retarding Admixtures
   Use concrete-retarding additives in bridge concrete when the average temperature is above 65°F (18°C) (the average of the expected high and the predicted low).
   a. Normally, concrete-retarding additives are not required for bridge curbs, handrails, crosswalks, or other appurtenances constructed separately from the decks.
   b. The Engineer may waive the use of retarders in substructure concrete when concrete can be placed within one hour after batching.

3. Water-Reducing Admixtures
   The Contractor may use water-reducing admixtures in Class AA concrete for bridge decks when conditions do not require a retarder. The Contractor may use water-reducing admixtures in other concrete when job or material conditions dictate a reduction in water requirements or when minimal set retardation is desired.
   The laboratory may allow Type F water-reducing admixtures when the Contractor requests it. The Contractor may construct bridge sections containing duct enclosures for stressing tendons with concrete using Type F (AASHTO M 194) water reducer as approved by the laboratory.

4. Fly Ash
   The Contractor may use fly ash as an additive in concrete to promote workability and plasticity. The Contractor may use fly ash as a partial replacement for Portland cement in concrete if the following limits are met:
   a. Replace no more than 15 percent of the cement by weight.
   b. Replace cement with fly ash at the rate of 1.0 to 1.5 lbs (1.0 to 1.5 kg) of fly ash to 1.0 lb (1.0 kg) of cement.
   c. Ensure that the fly ash mix meets the requirements of Subsection 500.1.03.A, Subsection 830.2.03, "Portland Pozzolan Cement" and Subsection 831.2.03.A, "Fly Ash".
   d. Calculate water-cement ratio based on the total cementitious material in the mix including fly ash.
   e. Do not use Type IP cement in mixes containing fly ash.

5. Granulated Iron Blast-Furnace Slag
   If high-earliness strengths are unnecessary, the Contractor may use granulated iron blast-furnace slag as a partial replacement for Portland cement in concrete if the following limits are met:
   a. Replace no more than 50 percent of the cement by weight.
   b. Replace the cement with slag at the rate of 1.0 lb (1.0 kg) of slag to 1.0 lb (1.0 kg) of cement.
   c. Ensure that the slag mix meets the requirements of Subsection 500.1.03.A.3, Subsection 830.2.02, "Portland Blast-Furnace Cement" and Subsection 831.2.03.A.3, "Granulated Iron Blast-Furnace Slag"
d. Calculate the water-cement ratio based on the total cementitious material in the mix including granulated iron-blast furnace slag.

e. Do not use Type IP cement or fly ash in slag mixes.

E. Mix Concrete

1. Central-Mixed Concrete
   Mix central-mixed concrete as follows:
   a. Establish the mixing time.
      The Engineer will determine the mixing time for central mixed concrete, but the minimum mixing time will be one minute for stationary mixers of up to 1 yd³ (1 m³) capacity. Mixing time may be adjusted in the following situations:
         • The Engineer will increase the minimum time by 15 seconds for each additional cubic yard (meter) or fraction thereof.
         • For mixers with a capacity above 3 yd³ (2 m³), the minimum mixing time may be 90 seconds if the resulting mixture is homogeneous and meets the requirements of Subsection 500.3.02.D.1.c, "Mixer Performance Test."
         • The Engineer may waive mixing time requirements for stationary mixers of improved types or new designs that produce homogeneous concrete in less time than that established for a particular capacity by the foregoing. For these types of mixers, the Engineer may establish a minimum mixing time of one minute.
   b. Start the mixing time when all cement and aggregates have been placed in the mixer.
   c. Add some water to the mixer before adding the cement and aggregates, but ensure all water is in the mixer by the end of the first 1/4 of the specified mixing time.

2. Shrink-Mixed Concrete
   Mix shrink-mixed concrete as follows:
   a. Mix the batches as specified in Subsection 500.3.02.D.2, "Mixers and Agitators."
   b. Do the initial mixing in a stationary mixer for at least 30 seconds to thoroughly mix the ingredients. Do the final mixing in truck mixers.
   c. Discharge all concrete before the drum or blades exceed 300 revolutions.
   d. Do not allow truck mixing at mixing speed to exceed 100 drum or blade revolutions except as allowed when adding water according to Subsection 500.3.05.M, "Add Water to Concrete."

3. Transit-Mixed Concrete
   Mix transit-mixed concrete as follows:
   a. For concrete mixed completely in a truck mixer, place all concrete ingredients into the mixer at the concrete plant except the quantity of water that may be withheld according to Subsection 500.3.05.M, "Add Water to Concrete."
   b. After loading the truck, begin operating at either agitating or mixing speed; however, start the mixing speed within 30 minutes after loading the truck mixer.
   c. Mix the concrete for 70 to 150 revolutions at mixing speed.
      For revolutions above those specified for mixing speed, use agitating speed.
   d. Discharge all concrete before exceeding 300 drum or blade revolutions.

4. Colored-Mixed Concrete
   a. Proportion, batch and mix color additives in accordance with manufacturer’s instructions. Mix until color additives are uniformly dispersed throughout mixture and disintegrating bags, if used, have disintegrated.
   b. If mixed at batch plant, schedule delivery of concrete to provide consistent mix times from batching until discharge.
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F. Concrete Used in Construction

1. Requirements
   Use Type I or Type II Portland cement or Type IP Portland Pozzolanic cement for bridge construction, unless otherwise specified.

   **NOTES:**
   1. **Do not use** air-entraining cement.
   2. **Do not use** accelerators (24-hour accelerated strength concrete) that contain chlorides in any bridges where the concrete containing the additive will contact the reinforcing steel.

   a. Concrete Types: Use the tabulated results from the Table 1—Concrete Mix Table for the classes and specific requirements for each class of concrete. Use the appropriate class of concrete shown in the Plans or Specifications for each component of a structure, of the type as follows:
      - Class AAA—Prestressed concrete
      - Class AA1—Precast concrete as called for on the Plans
         If approved by the Engineer, you may use this class as high early-strength concrete and may use Type III cement in concrete used for this purpose.
         The Engineer may also specify the rate of compressive strength development when this concrete is used

   **NOTE: The Department will not add compensation to the Contractor for Class AA1 concrete when it is used at the request of the Contractor.**

   b. Class AA—Bridge superstructure concrete or precast concrete as called for on the Plans

   c. Class A—General purposes

   **NOTE: Do not air-entrain Class A concrete deposited in water (seal concrete). Ensure that the concrete has 10 percent additional cement and sufficient water to provide a 6- to 8-in (150- to 200-mm) slump.

   d. Class B—Massive sections or lightly reinforced sections or miscellaneous non-structural concrete
   e. Class CS—(Portland cement concrete subbase). Use this class as a subbase where required by the Plans. Concrete subbase may be composed of a mixture of Portland cement and graded aggregate or Portland cement, aggregate, and sand.

2. Acceptance of Design
   Determine laboratory acceptance strength by at least 8 compressive test specimens prepared and cured according to AASHTO T 126.
   a. Make the specimens from two or more separate trial batches.
   b. Make an equal number of specimens from each batch.
   c. Calculate the minimum average strength or acceptance strength (X) as follows:
      \[ X = f'c + 2.0s \]
      Where:
      \[ f'c \] = required minimum compressive strength for each class of concrete from the Table 1—Concrete Mix Table
      \[ s \] = average standard deviation of all 28-day specimens made in the field representing concrete of a given class from all ready-mix plants
   Use the standard deviations shown in Table 4:
### Table 4—Standard Deviations for Calculating Acceptance Strength

<table>
<thead>
<tr>
<th>Class of Concrete</th>
<th>Standard Deviation (s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Psi</td>
</tr>
<tr>
<td>B</td>
<td>370</td>
</tr>
<tr>
<td>A</td>
<td>650</td>
</tr>
<tr>
<td>AA</td>
<td>620</td>
</tr>
<tr>
<td>AA1</td>
<td>540</td>
</tr>
<tr>
<td>AAA</td>
<td>500</td>
</tr>
</tbody>
</table>

500.3.05 Construction

A. Meet General Responsibilities

General construction responsibilities include:

1. Batch, mix, deliver, and place concrete according to the Specifications.
2. Have enough production and placement capacity to continuously mix, place, and finish the concrete in each pour unit during daylight hours.
   
   If necessary, place concrete at night when adequate lighting facilities exist and the Engineer approves of the operations and facilities.
3. If a pour cannot be completed, do the following:
   
   a. Form an approved construction joint.
   
   b. Remove the partial pour.
   
   c. Take other remedial measures directed by the Engineer at no additional expense to the Department.
4. Schedule placement to minimize exposure of freshly poured concrete to potentially harmful drying elements such as wind and sun before curing materials are applied and protect freshly poured concrete from exposure to excess moisture and freezing for a minimum of 24 hours when such weather conditions exist.

B. Construct Falsework

Accept responsibility for the design, construction, protection, and performance of falsework. Repair or remove and replace (as the Engineer directs) concrete, other material, or portions of the structure that are damaged or destroyed due to falsework failure.

Construct falsework for prestressed post-tensioned concrete structures according to the Contract Special Provisions.

Construct falsework for structures other than post-tensioned box girders as follows:

1. Meet Design Criteria

   Ensure that falsework structural components that have similar functions in an individual permanent span have the same geometric properties and are made of the same materials.

   When designing and centering formwork, treat concrete as a liquid, and use the following weights:
   
   - 150 lbs/ft\(^3\) (23.6 kN/m\(^3\)) for vertical loading
   - 85 lbs/ft\(^3\) (13.4 kN/m\(^3\)) for horizontal loading
   - 75 lbs/ft\(^3\) (3.6 kN/m\(^3\)) live load for deck placement operations

   Use the following falsework design criteria:
   
   - Design and construct falsework logically so the Bridge Design Office can analyze it using a commonly accepted structural design theory.
   - Avoid exceeding safe working values for material stresses.
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- Provide support for the imposed loads, without settling or deforming and a way to compensate for settlement, if it occurs.

2. Support Falsework
   Support falsework using one of these methods:
   - Support on piling driven and removed as directed
   - Found on a footing approved by the Engineer

3. Construct Falsework
   Construct and set falsework to provide the finished structure the specified camber and finished grade.
   Place “telltales” at locations directed by the Engineer to observe how much the falsework settles.

C. Meet Form Design Criteria

   Ensure that forms meet the following design criteria:
   - Provide wet concrete and other loads and forces of construction support without bulging between the supports or bracing and without deviating from the lines and contours shown on the Plans.
   - Meet the design criteria for falsework in Subsection 500.3.05.B.1, “Meet Design Criteria.”
   - Account for the use of retarded concrete.

   Ensure that bracing, ties, and supports are placed accurately.

   If the formwork appears to be inadequately supported, tied, or braced (before or during concrete placement), the Engineer may require that the Work stop until the defects are corrected.

D. Use Acceptable Form Materials

   Except as noted, fabricate forms from the following materials:
   - Lumber
   - Plywood
   - Metal
   - Plastic
   - Combinations of these

   Use material free of defects that materially affect form strength or materially impair the accuracy or appearance of the concrete surface.

   Use the form materials as follows:

1. Lumber Forms
   Construct wood forms as follows:
   a. Size and dress the lumber.
   b. Use lumber at least 1 in (25 mm) thick.
   c. Use lumber for header forms used as screed supports and for curb face forms at least 2 in (50 mm) thick.
   d. Avoid using scrap material or doing patchwork.
   e. Stagger all joints but those between abutting panels.
   f. Line the lumber used to form outside vertical surfaces of exterior beams or girders with an approved form liner.
   g. Use chamfer strips mill-produced from high-quality lumber, free of defects.
   h. Dress and finish chamfer strips on all three sides.
   i. Size chamfer strips to the proper dimensions.

2. Plywood Forms
   Construct plywood forms as follows:
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a. If plywood is the type made for general concrete forms and is at least 5/8 in (16 mm) thick, use it in place of 1 in (25 mm) thick lumber to construct forms, if necessary.
b. Ensure that plywood used to form open joints and to line forms is at least 1/4 in (6 mm) thick.
c. When nailing plywood directly to form studs, do not space the studs more than 16 in (400 mm) apart.
d. Use plywood in full sheets wherever practical. Do not do patchwork with small, irregular pieces.
e. Have the Engineer inspect and approve plywood sheet layout.

3. Metal or Plastic Forms

Construct metal or plastic forms as follows:
a. Use metal or plastic to form concrete only if the Engineer approves the forms and if the forms produce satisfactory results.
b. Use metal forms that produce finished concrete equal to or superior to concrete made from comparable wooden forms.
c. Countersink bolts and rivets in the surfaces of metal forms that touch concrete.
d. Grind welds smooth in the surfaces of metal forms to provide a smooth plane surface.

4. Other Material Uses

Use tempered fiberboard for form liners when necessary if it is at least 1/4 in (6 mm) thick. Use tempered fiberboard 1/8 in (3 mm) thick only to form open joints. Support the fiberboard with suitable spacers arranged properly.

Use approved synthetic materials for forming open joints and for other special uses, if necessary.

E. Construct Form Supports

Construct form supports using metal ties, anchors, and hangers as follows:

1. Construct supports that will remain in the finished concrete so they can be removed from the concrete face to a depth of at least 1 in (25 mm) without damaging the concrete.
2. Weld form supports to girder or beam flanges in continuous or cantilever spans only in the flange areas which are in compression.
3. When ordinary wire ties or snap ties are permitted, cut them back at least 3/8 in (10 mm) from the face of the concrete.
4. Design metal tie fittings that minimize the cavities made when they are removed. Fill all cavities after removing metal tie fittings.

F. Construct Temporary Forms

Construct temporary forms as follows:

1. Construct and maintain forms in a mortar-tight condition.
2. Construct forms so that they can be removed easily without damaging the concrete, unless using forms that will remain in place.
3. Build, line, and brace forms so that the formed concrete surface conforms with the dimensions, lines, and grades shown on the Plans.
4. Build headwall forms for skewed pipe parallel to the roadway centerline or at right angles to the radius on curves. Construct headwall forms as follows:
   a. Lay enough pipe to extend through the headwall form.
   b. After the concrete is poured and hardened, carefully cut and dress the protruding pipe ends so no ragged edges remain.

   The Contractor may choose, as an alternate to the above method, to build a circular form that exactly fits the pipe circumference and face of the headwall form.
5. Construct form liner using plywood or other approved form liner as follows:
   a. Use form liner in large sheets. Do not do patchwork.
b. Avoid irregular joint location in form liners.
c. Have the Engineer inspect and approve the proposed liner layout.

6. Bevel forms at beam copings, girders, and other projections to ease removal.

7. Place chamfer strips to chamfer exposed edges of the concrete by the required amount. Use ¾ in (19 mm) chamfers unless otherwise shown on the Plans.

8. Patch with tin or other metal only in those areas of the superstructure lying between and including the inside faces of the exterior beams.


10. Immediately before erecting forms or just before placing bar reinforcement steel, coat forms with a clear oil or other bond breaker to keep concrete from sticking to the forms.
   a. Do not allow the substance to stain or soften the concrete surface.
   b. Do not apply by reaching or pouring through previously placed reinforcement steel.

11. Wait to place concrete in any form until the Department inspects and approves the form.

   Inspection and approval does not diminish the responsibility to produce concrete surfaces free of warping, bulging, or other defects.

12. When removing forms, remove chamfer strips, blocks, and bracing.

13. Do not leave any part of a wooden form in the concrete.

14. If concrete surfaces do not meet finish specifications, correct the problems with the following steps, as directed by the Engineer:
   • Repair the defects using approved methods.
   • Remove and replace the affected portion of the Work.

G. Reuse Forms

Reuse forms and form material in good condition and satisfactory as determined by the Engineer. Do not use forms or form materials that are warped, cracked, split, bulging, have separated plies, or have unsatisfactory form liner.

Ensure that used forms are mortar tight and produce a finished concrete equivalent to that produced by new forms.

H. Construct Permanent Steel Bridge Deck Forms for Concrete Deck Slabs

Unless otherwise designated on the Plans, construct and use permanent steel bridge deck forms for concrete bridge deck slabs according to these Specifications. Do not use permanent steel bridge deck forms in panels where longitudinal deck construction joints are located between stringers.

Provide a structurally satisfactory slab when using permanent steel bridge deck forms.

1. Fabricate permanent steel bridge deck forms and supports from steel that conforms to ASTM A 653/653M Designation SS, Grade 80/550, Coating Designation G-165/Z-500 and ASTM A 924/924M.

2. Design permanent steel bridge deck forms as follows:
   a. Account for the dead load of the following:
      • Form
      • Reinforcement steel
      • Plastic concrete
   b. Add 50 lbs/ft² (2.4 kN/m²) for construction loads.
   c. Ensure that the unit working stress in the steel sheet does not exceed 0.725 of the specified minimum yield strength for the material furnished. However, do not allow the unit working stress to exceed 36,000 psi (250 MPa).
   d. Account for deflection under the weight of the forms, the plastic concrete, and the reinforcement as follows:
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1) If deflection exceeds 1/180 of the design span or 1/2 in (13 mm), whichever is less, use intermediate supports.

2) Do not base deflection on a total load of less than 120 lbs/ft² (5.7 kN/m²).

e. Base the permissible form camber on the actual dead load condition.

f. Do not use camber to compensate for deflection that exceeds the above limits.

g. Compute the form sheets design span using the clear span of the form, plus 2 in (50 mm), measured parallel to the form flutes.

h. Compute physical design properties according to the requirements of the latest published edition of the American Iron and Steel Institute Specification for the Design of Cold Formed Steel Structural Members.

i. Ensure that all bottom reinforcement has a minimum concrete cover of 1 in (25 mm) as shown in Figure 1 (Figure 1 metric).

![Figure 1](image1)

**Figure 1**

![Figure 1 (metric)](image2)

**Figure 1 (metric)**

j. Maintain the Plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck.

k. Do not use precast mortar blocks to support the deck reinforcement.

l. Do not treat permanent steel bridge deck forms as lateral bracing for the compression flanges of supporting structural members.

3. Do not weld to flanges in tension or to structural steel bridge elements fabricated from non-weldable steel grades. Have welders certified by the Department weld metal deck forms or supports for metal deck forms.

I. Install Forms

Install and maintain forms in a mortar-tight condition and according to approved fabrication and erection Plans.

Place transverse construction joints at the bottom of a flute. Field drill 1/4 in (6mm) weep holes no less than 12 in (300 mm) on center along the line of the joint.
1. Highway Bridge Forms
   Install highway bridge forms using either Method 1 or Method 2:
   - **Method 1.** Place forms so the ribs of the forms align with how the bottom transverse reinforcing in the slab is spaced.
   - **Method 2.** Place forms with a 1 in (25 mm) minimum clearance between the top of the form and the bottom of the main deck reinforcement. See Figure 1 (Figure 1 metric).

2. Railroad Bridge Forms
   Install railroad bridge forms as follows:
   a. Place the forms so the tops of the form ribs adjacent to the beam flange are at the bottom of the deck slab specified by the Plans.
   b. Maintain the full slab depth detailed on the Plans.
   c. Do not allow form ribs to project above the Plan bottom of the deck slab.
   d. Do not place form sheets directly on top of the stringer or floor beam flanges.
   e. Securely fasten form sheets to form supports using self-drilling screw fasteners, not by welding. If the Engineer approves, use fastener pins driven into place by a power tool.
   f. Ensure that form sheets have a minimum bearing length of 1 in (25 mm) at each end.
   g. Do not leave loose sheets or accessories on the deck at the end of a day’s work.
   h. Place form supports so that they contact the flange of the stringer or floor beam.
   i. Attach form supports using welds, bolts, clips, or other approved means.
   j. Do not weld form supports to the flanges of non-weldable steel or to portions of the flange subject to tensile stresses.
   k. Ensure that welding and welds comply with AWS D 2.0 for fillet welds. However, 1/8 in (3 mm) fillet welds are permitted.

J. Repair Damaged Forms
   Repair permanently exposed form metal to the Engineer’s satisfaction if the galvanized coating is damaged.
   1. Clean the damaged area.
   2. Go over the damaged area with a wire brush.
   3. Paint the area with two coats of zinc oxide-zinc dust primer that meet Federal Specification TT-P-641d, Type II and has no color added.
   4. Do not touch up minor heat discoloration in weld areas.

K. Construct Runways
   Provide runways into a deck pour area for moving buggies. If the Engineer approves, use runways to bridge a previous pour that has not reached the minimum strength or age requirements in Subsection 500.3.05.AF.4, “Live Loads—Pouring Equipment.”
   Construct and support runways to protect the forms and the reinforcement steel position.

L. Construct Work Bridges
   Provide a work bridge on deck pours. Support the bridge outside the area of the pour receiving a surface finish. If two or more spans will be poured on the same day, the Engineer may require two work bridges.
   Design and construct work bridges to meet the following:
   - Do not allow the bridge to sag into the fresh concrete.
   - Construct the bridge so that transverse finish and curing material can be applied easily regardless of the screed type.
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M. Add Water to Concrete

Add water to the concrete at the concrete plant. Do not add indiscriminate amounts of water at the job site.

If placement conditions require concrete of a more workable consistency, add small amounts of water at the job site if approved by the Engineer.

Add water at the job site as follows:

1. Determine the quantity of water required to provide the necessary consistency.
   The Engineer will not approve additions of water that cause the total amount of water to exceed the maximum water/cement ratio established in the Table 1—Concrete Mix Table.
   The Engineer will reject concrete with water added to it that produces a higher slump than specified in the Table 1—Concrete Mix Table.
2. Do not add water to concrete that has begun to set because of excessive mixing or to concrete that has exceeded mixing or haul time limitations.
3. When adding the water, carefully control the conditions.
4. Position the delivery so the measuring operation is not affected.
5. Measure the water carefully.
6. Inject the delivery into the mixer forcefully to facilitate uniform mixing.
7. Add water before discharging an appreciable amount of concrete.
8. Do not add more water after concrete discharge begins.
9. After adding the water, mix the concrete an additional 30 revolutions.
10. Finish mixing the concrete before the total revolutions at mixing speed exceed 150.

N. Volumetrically Proportion Concrete

Concrete ingredients may be proportioned volumetrically when non-air entrained concrete is used in miscellaneous concrete, non-exposed footings, or culverts smaller than bridge culvert size.

O. Prepare for Concrete Placement

Prepare for concrete placement as follows:

1. Ensure that an adequate supply of concrete will be furnished and placed to meet the requirements specified in Subsection 500.3.05.P, Table 5—Minimum Placement Rates.
2. To ensure a full bond between prestressed concrete deck panels and the cast-in-place concrete, clean the panel before placing the slab concrete.
3. Immediately before placing cast-in-place slab concrete, saturate the prestressed concrete deck panels with water.
4. Immediately before placing concrete in the forms, the concrete will be measured for acceptance tolerances.
   Acceptance tolerances for each class of concrete are listed in the Table 1—Concrete Mix Table.
   Conduct the applicable tests according to the procedures in the Sampling, Testing, and Inspection information.

P. Meet the Minimum Placement Rates

If concrete is not produced, placed, and finished according to the minimum placement rates, the Engineer may reject the pour. Concrete pours of a similar nature and size will not be allowed until the problem is corrected and the placement rate met.

The minimum placement rates are listed in Table 5:
### Table 5—Minimum Placement Rates for Bridges, Culverts and Retaining Walls

1. **Bridge Substructure**

<table>
<thead>
<tr>
<th>Pour Size in Cubic Yards (Meters)</th>
<th>Minimum Placement Rate in Cubic Yards (Meters) per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-25 (0-19)</td>
<td>10 (8)</td>
</tr>
<tr>
<td>26-50 (20-39)</td>
<td>15 (12)</td>
</tr>
<tr>
<td>51-75 (40-59)</td>
<td>20 (15)</td>
</tr>
<tr>
<td>76-100 (60-75)</td>
<td>25 (20)</td>
</tr>
<tr>
<td>101 and over (76 and over)</td>
<td>30 (25) or as designated on the Plans or in the Special Provisions</td>
</tr>
</tbody>
</table>

The minimum placement rate for columns shall be the same as for culvert sidewalls and wingwalls.

2. **Bridge Superstructure**

<table>
<thead>
<tr>
<th>Pour Size in Cubic Yards (Meters)</th>
<th>Minimum Placement Rate in Cubic Yards (Meters) per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-25 (0-19)</td>
<td>15 (12)</td>
</tr>
<tr>
<td>26-50 (20-39)</td>
<td>20 (15)</td>
</tr>
<tr>
<td>51-75 (40-59)</td>
<td>25 (20)</td>
</tr>
<tr>
<td>76 and over (60 and over)</td>
<td>30 (25) or as designated on the Plans or in the Special Provisions</td>
</tr>
</tbody>
</table>

Pour handrail, parapet, curb, and barriers at a rate satisfactory to the Engineer.

3. **Culverts**

<table>
<thead>
<tr>
<th>Structure</th>
<th>Minimum Placement Rate in Cubic Yards (Meters) per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Footings and slabs</td>
<td>Same as for bridge substructures</td>
</tr>
<tr>
<td>Sidewalls and wingwalls</td>
<td>Use placement rates so that fresh concrete is not placed on concrete that has attained its initial set. Cover all concrete with fresh concrete within 45 minutes.</td>
</tr>
</tbody>
</table>

4. **Retaining Walls**

<table>
<thead>
<tr>
<th>Structure</th>
<th>Minimum Placement Rate in Cubic Yards (Meters) per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Footings</td>
<td>Same as for bridge substructures</td>
</tr>
<tr>
<td>Walls</td>
<td>Same as for culvert sidewalls and wingwalls</td>
</tr>
</tbody>
</table>

#### Q. Place Concrete

Place concrete as follows:

1. Do not allow aluminum to touch the concrete while mixing, transporting, handling, or placing it.
2. Transport, handle, and place concrete quickly so that it reaches its final position in the forms within the haul time limitations in Subsection 500.2.01.E.1, "Haul Time Limitations."
3. Manipulate the delivery or conveyance unit to avoid vibration damaging to partially set concrete.
4. Immediately before placing the concrete, thoroughly clean and wet the forms.
5. Place concrete as close as possible to its final position in the forms.
6. Use chutes, troughs, or tubes to pour the concrete in the forms, without displacing reinforcement steel.
7. Modify or stop using the equipment if chutes, troughs, or tubes cause honeycombed or otherwise inferior concrete.
8. When placing concrete by pumping, operate the pumping equipment so that the concrete is produced in a continuous stream without air pockets.
NOTE: Convey and place concrete by pumping only when specified in the Contract or when authorized by the Engineer.

9. When concrete placement requires dropping the concrete more than 5 ft (1.5 m), use pipes or tubes to place the concrete.
   Do not allow concrete to free-fall more than 5 ft (1.5 m) from the pipe or tube.
10. Place concrete in horizontal layers no more than 18 in (0.5 m) thick.
11. Place and compact succeeding batches in each layer before the preceding batch takes its initial set.
12. Place each succeeding layer before the underlying layer sets.
13. Consolidate the concrete to avoid cold joints between layers.
14. If the forms sag or bulge while concrete is being placed, remove the concrete causing the distortion and the concrete in adjoining areas if the Engineer requires. Remove prevents cold joints and displaced or damaged reinforcement.
15. Work the concrete around reinforcement bars without displacing them.
17. Vibrate concrete where it is deposited and vibrate other concrete while it is fresh. Vibrate as follows:
   a. Insert and withdraw vibrators slowly.
   b. Manipulate vibrators to work the concrete around reinforcement and embedded fixtures and into corners of forms.
   c. Vibrate sufficiently to compact the concrete but avoid causing the concrete to segregate.
   d. Stop vibrating before local areas of grout are formed.
   e. Apply vibrators no farther apart than twice the radius through which the vibration is visibly effective.
   f. Do not use vibrators or any other means that could cause segregation to move masses of concrete in the forms.
   g. Do not apply vibrators to sections of concrete that are no longer plastic.
   h. Vibrate concrete-filled steel grid floors by applying the vibrators to the steel.
   i. Vibrate concrete for precast or prestressed units as specified above in steps a through g, unless the Engineer approves alternate methods.
   j. Stop vibration when a mortar line appears on the face of the form and when the coarse aggregate particles are submerged in the concrete mortar.
18. Supplement vibration with spading to ensure smooth surfaces and dense concrete along form faces and in locations difficult to reach with vibrators.
19. After concrete sets initially, do not disturb the forms or the projecting reinforcing bars.

R. Create Construction Joints

Place construction joints according to the Plans or as directed by the Engineer.

If an emergency affects continuous placement, the Engineer will decide if a construction joint is allowed. If allowed, the Engineer will provide instructions about where and how to make the joint.

The Engineer may eliminate certain construction joints if placement, finishing and forming methods can produce satisfactory results.

Create construction joints as follows:
1. Remove mortar splashed on form surfaces and projecting reinforcement steel before concrete reaches its initial set.
   a. Do not puddle dried mortar chips and dust into the plastic concrete.
   b. If excess mortar is not removed from reinforcement steel before the concrete reaches its initial set, delay cleaning until the concrete is thoroughly hardened.
2. If joining fresh concrete and hardened concrete, clean the hardened surface of laitance and incompletely bonded, loose, or foreign material.
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Ensure that laitance is completely removed from the following:

- Joints between decks and curbs
- Tops of seal courses
- Construction joints in concrete exposed to sea water

3. Ensure that the surface of the concrete is dry before pouring the concrete against it.
4. Immediately before placing fresh concrete, tighten the forms against the existing concrete.
5. Use tremies or pumps to coat areas where fresh concrete will be poured with mortar or cement grout.
6. Begin placing concrete immediately after placing the mortar or grout.
7. Apply enough vibration to blend the material with the concrete at the construction joint.

S. Protect Fresh Concrete

Do not drive pile, blast, or perform other operations that vibrate the formwork or the concrete noticeably before the concrete reaches a strength of 2,000 psi (15 MPa) and is 3 days old.

Protect fresh concrete from rainfall with waterproof material such as tarpaulins or plastic film. Ensure that the waterproof material is ready before pouring and is sufficient to cover the area of the pour.

T. Place Bridge Deck Concrete

Do not use calcium chloride or any other admixture containing chloride salts in concrete placed on permanent steel bridge deck forms.

Ensure that the tolerances are accurate for bar reinforcement placement in cast-in-place concrete so the top clearance to the bar reinforcement complies with Subsection 511.3.05.G.6, “Bridge Deck Slab Tolerances.”

Place bridge deck concrete according to the Contract Specifications and as follows:

1. Before pouring decks, set substantial bulkheads or headers and shape them to the required deck surface cross section.
2. Ensure that pouring sequences, procedures, and mixes comply with the Plans and Specifications.
3. Pour the deck according to the numbered sequence as follows:
   a. Unless otherwise shown on the Plans, pour each deck in one continuous operation.
   b. When dividing deck pours within any one complete unit (a simple span or a continuous or cantilever unit), pour and finish the concrete in the numbered sequence shown on the Plans, beginning with the lowest number.
   c. Make pours with the same number before pours with higher numbers. Make pours with the same number in any sequence.
      The numbered sequence shown on the Plans also applies to sidewalk pours, but it need not apply to curb, parapet, and handrail pours.
   d. Pour diaphragms between steel or prestressed concrete roadway beams at least 24 hours before pouring the deck slab.
   e. Unless otherwise authorized by the Engineer, pour all diaphragms within a complete unit before pouring decks.
   f. When constructing concrete T-Beams, place girder stems in uniform layers before placing slabs.
   g. If T-Beam spans are supported without intermediate false bents, begin deck placement as soon as the first four stems are placed. After the first four stems, avoid getting more than three stems ahead of the advancing line of the deck pour and lagging by more than the space between stems.
   h. If T-Beam spans are supported by intermediate false bents, place decks and stems the same as for T-Beam spans supported without intermediate false bents. However, ensure that the slab is placed before a cold joint develops between the stem and slab.
4. Do not make the deck pour until any previously poured concrete in the complete unit has set for 24 hours.

This requirement may be waived under certain conditions if the succeeding pour can be completed (except for final finishing) within four hours of the initial placement of the day. The Engineer must give written approval for this requirement to be waived.
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Unless otherwise shown on the Plans, do not place handrail, sidewalks, parapets, and curbs in a complete unit until all the deck slabs in the unit have been poured.

5. Ensure that the pour is the same as the overlap direction (as shown in the shop drawings).

6. Use the following deck pour method:
   a. If there is super-elevation, begin deck pours on either the high or the low side.
   b. Dump each batch against previously placed concrete.
   c. Pour at a rate that ensures fresh concrete along the advancing line of the pour.
   d. Vibrate or tamp concrete dumped on fresh concrete to make the grout flow as follows:
      - Forward with or slightly ahead of the concrete
      - Along the bottoms and sides of the forms
      - Around the reinforcement steel

7. Once the concrete is poured, vibrate it enough to avoid honeycomb and voids, especially at the following locations:
   - Construction joints
   - Expansion joints
   - Valleys and ends of form sheets

Screed the concrete as follows:
   a. Use finishing devices operating parallel to the center line. As pouring proceeds, keep the concrete surface screeded to the required grade.
   b. Fill depressions ahead of the screed, and keep a small roll of grout on the leading edge of the screed. Perform further screeding with minimum disturbance to the surface already brought to the grade.
   c. Take care during the placement and screeding to obtain sound concrete at the construction joint located where the slab joins the curb, parapet, or sidewalk.
   d. Do not place excess grout on the leading edge of the screed and do not allow it to remain in this area.
   e. Use either a longitudinal screed or a transverse screed.

8. Longitudinal Screed
   Before doing the final screeding, place enough concrete in front of the screeding position to deflect the dead load.

9. Transverse Screed
   On beam or girder-supported spans with skew angles of 65° or less, place and operate the truss or beam supporting the strike-off parallel to the skew and make the advancing pour line parallel to the skew.
   On beam or girder-supported spans with skew angles between 65° and 90°, position the screed either on the skew or at right angles to the bridge center line.
   On superstructures supported by non-deflecting falsework and on beam- or girder-supported spans with a total dead load deflection no more than 1/2 in (13 mm), position the screed at right angles to the bridge center line and make the advancing line of pour at right angles to the bridge center line.
   f. As the pouring proceeds, keep the concrete surface screeded to the required grade.
   g. Fill depressions ahead of the screed. Keep a small roll of grout on the leading edge of the screed.
   h. Continue to screed without disturbing the surface already brought to the required grade.
   i. Avoid producing unsound concrete where the slab joins the curb, parapet, or sidewalk. Remove excess grout from the leading edge of the screed at these construction joints.

8. Edge joints to be sealed, including dummy joints, as follows:
   a. Edge before the initial set or after the final set.
   b. If edging before the initial set, use edging tools of the proper radius as shown on the Plans.
   c. Carefully remove concrete from pouring operations on adjacent pours to achieve the required rounded edge.
   d. If edging after the final set, allow the joints to harden. After at least 12 hours, grind joints to approximate the plan radius either by hand or by mechanically operated grinding stones.
   e. To achieve full and uniform bearing, finish areas that are recessed for receiving joint members.
9. Finish bridge decks as follows:
   a. As soon as the concrete is hard enough and standing water and moisture sheen disappear, give the concrete a final finish by belting, brooming, or dragging.
      • Belt longitudinally using a wet canvas belt. Limit belting to spans no longer than 40 ft (12 m).
      • Drag transversely or longitudinally with a wet burlap drag.
      • Broom transversely using a stiff-bristled broom.
   b. Finish the following areas carefully:
      • Gutter lines
      • Joints
      • Drains
   c. After belting, dragging, or brooming and when shown on the Plans, groove the bridge deck and approach slabs perpendicular to the center line as follows:
      1) Do not begin grooving until the bridge deck is cured according to Subsection 500.3.05.Z, “Cure Concrete.”
      2) If necessary, groove in conjunction with planing required to make the surface corrections specified in Subsection 500.3.06.D, “Bridge Deck Surface Check.” Wait until the concrete is hard enough to support the equipment without distorting.
      3) Cut grooves into the hardened concrete using a mechanical saw device capable of producing grooves 0.125 in (3 mm) wide, 0.125 in (3 mm) deep, and 0.50 in (13 mm) apart, center-to-center.
      4) Extend the grooves across the slab to within 1 ft (300 mm) of the gutter lines.

U. Place Concrete Parapet on Bridge Decks

Place concrete barrier or parapets on bridge decks. The slip form method with an approved self-propelled extrusion machine as specified in Section 621 is optional.

V. Place Seal Concrete

Deposit concrete in water only when required by the Plans or when considered necessary by the Engineer.

When depositing the seal concrete, follow these guidelines:
   • Keep the water as motionless as possible.
   • Place the concrete continuously from beginning to end.
   • Ensure that the concrete surface remains as horizontal as possible.

Place seal concrete as follows:

1. Place seal concrete carefully in a compacted mass as near to its final position as possible using a tremie, a bottom dump bucket, or other approved means.
   a. Use tremies to place seal concrete as follows:
      1) Support tremies so that the discharge end can move freely over the entire top surface of the work.
      2) Support tremies so that they can lower rapidly to stop or retard the flow of concrete.
      3) At the beginning of the work, close the discharge end to keep water out of the tube.
      4) Keep the tube sealed.
      5) Keep the tremie tube full to the bottom of the hopper.
      6) When dumping a batch into the hopper, induce concrete flow by slightly raising the discharge end and keeping it within the previously deposited concrete. This maintains a seal and forces the concrete to flow into position by hydraulic head.
   b. Use bottom-dump buckets to place seal concrete as follows:
      1) Ensure that the bottom-dump bucket is level full.
      2) Open the bucket only when it rests on the surface that will receive the charge.
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3) In lowering and raising the bucket, do not move the water unnecessarily.
   c. When approved by the Engineer, place seal concrete by pumping.
2. Wait at least 24 hours after placement to begin dewatering seal concrete, unless the Engineer determines a longer waiting period is necessary.
3. Remove laitance from the seal concrete before placing the footing.
4. Bore seals under spread footings the entire depth of the seal as specified for foundations in Subsection 211.3.05.C, “Boring of Foundations and Seals.”
5. If laitance buildup on seals under spread footings exceeds 1/4 in/ft (20 mm/m) of seal depth, the Engineer may decide to core the seal to determine acceptability.
6. When placing concrete exposed to sea water, control the water content to produce concrete of maximum density and create construction joints and prepare their surfaces according to the requirements of Subsection 500.3.05.R, “Create Construction Joints.”

W. Pour CS Concrete

Pour CS concrete as follows:

1. Meet CS concrete depth and surface finish requirements.
   • Ensure that the minimum depth is the same as shown on the Plans.
   • Do not vary the depth variation more than 1 in (25 mm).
   • Ensure that the surface finish is generally smooth and uniform.
   • Smooth or fill float marks, voids, and other deformities exceeding 1/2 in (13 mm) before placing approach slabs.
2. To prevent bonding:
   a. Lay clean polyethylene sheeting uniformly over the CS concrete in the approach slab area before placing the slabs.
   b. Use new, unused polyethylene sheeting free of holes, rips, and tears.
   c. Use polyethylene bond-breaking material at least 8 mils (0.2 mm) thick with an overlap of at least 6 in (150 mm).
3. Maintain polyethylene sheeting in good condition throughout the construction process.
   Repair or replace sheeting deemed unsatisfactory as directed by the Engineer.
4. Cure CS concrete with the polyethylene sheeting used for bond breaking.

X. Pour Concrete in Cold Weather

When pouring concrete in cold weather, keep the concrete temperature at the point of delivery at least 50 °F (10 °C). Do not use accelerator-containing chlorides.

Mix and pour concrete in cold weather as follows:

1. Keep concrete materials at the right temperatures.
   • Do not use materials in concrete mix that contain frozen lumps.
   • Do not incorporate water and aggregates into the mix with temperatures more than 150 °F (65 °C).
   • If aggregates or water temperatures are above 100 °F (40 °C), discharge the aggregates and water into the mixer and allow the temperatures to equalize before adding the cement.
   • Heat aggregate with steam, hot water coils, or other methods that do not damage the aggregates. Do not heat aggregates with direct flame.
2. Protect the poured-concrete.
   • Keep concrete above 50 °F (10 °C) for at least 72 hours after placement.
   • Protect concrete from freezing for 6 days after placement.
Y. Pour Concrete in Hot Weather

Reduce hazards and difficulties related to placing and finishing concrete in hot weather before pouring. The Engineer may require measures to prevent concrete workability reduction, losses from cement hydration, evaporation, drying, or elevated concrete temperatures.

1. Place Concrete
   Cool forms and reinforcement with water immediately before placing concrete. Meet the minimum placement rates specified in Subsection 500.3.05.P, Table 5—Minimum Placement Rates.

2. Keep Concrete Cool
   Keep concrete cool as follows:
   a. Keep the concrete used for construction at no more than 90 °F (32.2 °C) when measured at the point of discharge from the delivery unit.
   b. If the concrete temperature might exceed 90 °F (32.2 °C) during concrete placement, begin placement when the air temperature cools if the Engineer requires.
   c. Cool the aggregates by fogging or other means that do not affect moisture content.
   d. Use chipped or crushed ice in the mix as a portion of the mixing water on a pound (kilogram) basis. If using ice, ensure that the ice melts before the batch is discharged from the mixing unit.
   e. If necessary, cool water by refrigeration to provide a lower concrete temperature.

3. Finish Concrete
   Do not “splash on” water to aid screeding or finishing operations.
   For bridge decks, fog the surface when required, according to Subsection 500.3.05.Z.3, “Bridge Deck Curing.” If needed, use wind screens to prevent thermal or shrinkage cracks caused by rapid concrete surface drying.

Z. Cure Concrete

Concrete curing is an integral part of the concrete placement operation. Improperly cured concrete will be considered defective.

If the Engineer determines that curing procedures do not comply with these Specifications, stop placing concrete. Resume concrete placement after taking remedial measures to ensure proper curing.

Begin curing unformed surfaces when the water sheen disappears from the surface or immediately after applying the surface finish. Continue curing for 5 days.

Cure the formed surfaces after removing the forms. Remove them within 5 days after placing concrete. Continue curing until the concrete is 5 days old (from the time it is poured).

Cure concrete surfaces exposed to air using methods that prevent premature drying or moisture loss. Ensure that curing conditions are the same throughout separate curing areas.

Use either or a combination of the two methods specified for curing concrete except bridge decks. Cure bridge decks as described in Subsection 500.3.05.Z.3, “Bridge Deck Curing.”

Cure colored concrete in accordance with manufacturer’s instructions.

1. General Curing—Supplying Additional Moisture
   Do not use a method that causes the concrete to be alternately wet and dry.
   Cure concrete properly by supplying additional moisture through ponding, sprinkling, or fogging and then retaining the moisture as follows:
   a. Use cotton mats, burlap, sand, hay, or straw coverings.
      Cover with at least 2 in (50 mm) of sand. Cover with at least 3 in (75 mm) of hay or straw.
   b. Do not use sawdust or coverings that cause unsightly discoloration of concrete.
   c. Place coverings after completing the finishing operations when there is no danger of surface damage.
d. Keep coverings moist continuously.

2. General Curing—Preventing Moisture Loss

Keep concrete moist before and during the rubbing from the Type III—Rubbed Finish.

Start curing immediately after the rub using approved waterproof paper, plastic sheets, or membrane-forming curing compounds, except when curing compounds are prohibited.

a. Waterproof Paper or Plastic Sheets

Ensure that the sheets and paper meet the requirements of AASHTO M 171 and use them as follows:

- Use the widest possible widths.
- Lap adjacent sheets at least 6 in (150 mm).
- Seal the laps with tape, mastic, glue, or other approved methods to form a waterproof cover of the entire area.
- Keep the curing material from being displaced by wind.
- Immediately replace or repair sheets or paper that tear, break, or become damaged during the curing period.

b. Membrane-Forming Curing Compounds

Use as the curing agent AASHTO M 148, membrane-forming curing compounds, Type 1-D, Class A or B, or Type 2, Class A or B, white pigmented. Use the curing agent as follows:

- Do not use membrane-forming curing compounds on bridge decks or prestressed concrete bridge members, or in construction joint areas.
- When the water sheen disappears from the concrete surface, apply the curing compound uniformly to unformed areas.
- Apply the compound to formed surfaces if the forms are removed during the 5-day curing period.
- Cure the areas to be rubbed with liquid membrane-forming compounds for curing concrete, Type 1-D, Class A or B (non-acrylic).
- Apply curing compound with fine-spraying equipment.
- Thoroughly agitate the compounds just before using them.
- Spray the surface again immediately after the first application at right angles to the first application.

Apply at least 1 gal (1 L) for each 150 ft² (3.7 m²) of surface.

- Do not apply curing compound to the following:
  - Joints where a concrete bond is required
  - Reinforcement steel
  - Joints where joint sealer will be placed
- Close the surface to pedestrian or vehicular traffic for 7 days unless the surface is protected by planks, plywood, or a layer of sand at least 1 in (25 mm) thick.

Do not place this protection until at least 12 hours after applying the curing compound.

3. Bridge Deck Curing

Cure bridge deck concrete as follows:

a. Immediately after the water sheen disappears and the surface finish is applied, fog the surface to keep a film of water on the surface.

b. If surface damage occurs, delay fogging.

c. Keep the surface wet until after applying the sheet curing covers.

d. Thoroughly soak curing covers on the fabric side.

e. As soon as the concrete sets enough to prevent damage, apply the covers with the white-poly side up.

f. Use two-layer sheet curing material for bridge concrete according to AASHTO M 171.
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For the bottom layer, use a polyethylene film. For the top layer, use a white, burlap polyethylene sheet or a white, co-polymer-coated, absorbent, non-woven synthetic fabric.

g. Ensure that sheet curing material for bridge concrete meets Specification requirements for reflection and moisture retention and has no holes or tears.

h. Use enough sheet curing material to cover the deck surface.

i. Place the curing covers so that adjoining sheets overlap at least 18 in (450 mm).

j. Weight all laps and side edges to prevent cover displacement before curing is completed.

k. Weight and overlap covers so the curing sheets maintain intimate contact with the concrete surface.

l. If there is no moisture under the curing covers during the 5-day curing period, apply additional moisture.

4. Parapet, Sidewalk, End Post, and Curb Face Curing

The surface of parapets, sidewalk, end post, and horizontal and vertical faces of curbs are not considered part of the bridge deck. Cure these structures using the general curing methods in Subsections 500.3.05.Z.1, “General Curing—Supplying Additional Moisture,” and 500.3.05.Z.2, “General Curing—Preventing Moisture Loss,” unless the surfaces will receive a special surface coating (Subsection 500.3.05.AB.4, “Type III—Special Surface Coating Finish”).

Do not cure surfaces receiving a special surface coating with membrane-forming curing compounds.

Do not cure surfaces receiving protection surface treatment (75 percent boiled linseed oil and 25 percent mineral spirits solution) with membrane-forming curing compounds that contain acrylics.

AA. Prevent Plastic Shrinkage Cracking

Take precautions to prevent plastic shrinkage cracking of concrete by doing the following:

- Provide wind screens
- Provide fogging equipment
- Apply temporary wet coverings before moisture loss begins

The Engineer will evaluate the effects of plastic shrinkage cracks and will require repair of cracks that create structural defects and corrode reinforcement steel.

AB. Finish Concrete

Concrete surface finishes are classified according to whether the surfaces are formed or unformed. Refer to Table 6.

When other Sections of the Specifications for concrete work state that the requirements of Section 500 apply, finish the concrete according to the other sections.

**Table 6—Concrete Finish Types**

<table>
<thead>
<tr>
<th>Surface</th>
<th>Finish Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Formed</td>
<td>Type I—Ordinary Formed Surface Finish</td>
</tr>
<tr>
<td></td>
<td>Type II—Special Formed Surface Finish</td>
</tr>
<tr>
<td></td>
<td>Type III—Rubbed Finish</td>
</tr>
<tr>
<td></td>
<td>Type III—Special Surface Coating Finish</td>
</tr>
<tr>
<td>Unformed</td>
<td>Type IV—Floated Surface Finish</td>
</tr>
<tr>
<td></td>
<td>Type V—Sidewalk Finish</td>
</tr>
<tr>
<td></td>
<td>Type VI—Stair Tread Finish</td>
</tr>
</tbody>
</table>

Except for bridge deck finishes, which are covered in Subsection 500.3.05.T, “Place Bridge Deck Concrete,” step 9, finish all structural concrete surfaces with one or more of the finishes described here, unless otherwise shown on the Plans.
Section 500-Concrete Structures

1. Type I—Ordinary Formed Surface Finish

   Complete formed concrete surfaces with this finish. However, leave concrete exposed directly to sea water undisturbed unless the Engineer requires additional work. See Subsection 500.3.05.V, "Place Seal Concrete," step 6.

   Achieve a Type I finish as follows:
   a. Immediately after removing the forms, remove fins and surface irregularities.
   b. Fill or point up the following:
      - Cavities produced by forms or ties
      - Holes
      - Broken corners or edges
      - Defects
      - Honeycombed edges
   c. Remove and patch honeycombed areas to sound concrete.
   d. Use patch mortar that consists of the same sand and cement as the concrete. Use the sand and cement in the same ratio as in the concrete.
      Use epoxy mortars in areas where heat generation and moisture will not decrease patch performance.
   e. Cure the patches using one of the general curing methods specified in Subsection 500.3.05.Z.1, "General Curing—Supplying Additional Moisture", and 500.3.05.Z.2, “General Curing—Preventing Moisture Loss.”
   f. Produce a sound and uniform finish.
   g. If the Type I finish is not satisfactory, give the surfaces a Type III—Rubbed Finish where the Engineer considers it necessary to achieve a uniform and pleasing appearance.

2. Type II—Special Formed Surface Finish

   Give a Type II finish to the following:
   - Exposed portions of pipe headwalls and culverts
   - Parapets and wingwalls
   - Ends of culvert slabs and walls

   Achieve a Type II finish as follows:
   a. Use a form liner unless the forms are made of plywood or steel.
   b. Rub only when necessary if the surface has a pleasing, uniform appearance after completing the Type I finish and blending all pointed and patched areas.
   c. If the surface finish is not satisfactory, give surfaces the Type III—Rubbed Finish where the Engineer considers it necessary to achieve a uniform and pleasing appearance.

3. Type III—Rubbed Finish

   Apply a Type III finish to bridge areas checked in the table of Bridge areas Requiring a Type III Finish, below and to exposed areas of retaining walls, unless the Plans specify otherwise.

   Achieve a rubbed finish as follows:
   a. Begin the first rub immediately after removing forms, completing the Type I finish, and ensuring that all patches are thoroughly set, but before applying the required curing compound.
      If finishing is postponed or there is not enough labor to keep it up-to-date, the Engineer will order a stop to any other work until the finishing is satisfactory.
   b. Rub chamfered surfaces only once, but not during the first rubbing. Rub chamfered surfaces during either the second or the final rubbing.
   c. To rub, wet the moist concrete on the curing surface with a brush and rub with a medium-coarse carborundum stone or equal abrasive until a paste comes to the surface.
      Keep the entire concrete surface moist during rubbing to assure adequate curing.
d. Continue rubbing until all form marks and projections disappear, leaving a smooth, dense surface with no pits or irregularities.

e. Spread the paste material carefully and uniformly over the entire surface and leave it.

f. No earlier than 24 hours after the first rub, do the final rub with a fine carborundum stone or equal abrasive, leaving a smoothly textured surface that is uniform in color.

g. Finish the final rub before applying protective surface treatment required by the Plans.

h. Do not "whitewash" finished areas by using separately mixed grout or paste on the rubbing stone or by spreading it on the surface to be rubbed.

i. Thoroughly clean and blend into the surrounding surfaces any areas that are disfigured by drips from concrete placement or rubbing.

<table>
<thead>
<tr>
<th>Bridge Areas Requiring a Type III Finish (X)</th>
<th>Single Bridge Over Stream</th>
<th>Multiple Bridges Over Stream</th>
<th>Single Bridge Over Railroad</th>
<th>Multiple Bridges Over Railroad</th>
<th>Single Bridge Over Traffic Artery</th>
<th>Multiple Bridges Over Traffic Artery</th>
<th>Railroad Bridge Over Traffic Artery</th>
<th>Pedestrian Bridge Over Traffic Artery</th>
</tr>
</thead>
<tbody>
<tr>
<td>All exposed substructure areas, except tops and bottoms of caps. (5)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside surface of any exterior concrete beam, Lt. or Rt. (1), (2)</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside surface of any exterior concrete beam, Lt. and Rt. (1), (3)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vertical surfaces of overhangs, curb, or sidewalk.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All vertical surfaces outside of exterior beam, Lt. or Rt. (2)</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All vertical surfaces outside of exterior beam, Lt. or Rt. (3)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End bent cap beyond outside beam or girder.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>End bent end walls beyond outside beam or girder.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>End posts and end bent wingwalls all exposed surfaces.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Traffic face of curbs.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire handrails and posts, hand rail parapet, and barriers. (4), (5)</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>All other locations specified on Special Provisions.</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Notes:

(1) — Including Prestressed Concrete Bridge Members.

(2) — "Lt. or Rt." — Rub the applicable surface when it can be seen from any adjoining bridge.

(3) — "Lt. and Rt." — Rub the applicable surfaces on both sides of centerline of each bridge.

(4) — Rubbing of bottom surface of rail not required.

(5) — Bottoms of caps and handrails shall be given a Type II finish.

For bridges using PSC Beams or PSC Deck Units, a Type III Special Surface Coating Finish shall be used where a Type III finish is required for exterior beams. The Type III Special Surface Coating Finish shall also be used on the exterior vertical faces of the parapet, barrier, and overhangs where PSC Beams or PSC Deck Units are used.

4. Type III — Special Surface Coating Finish

A Type III — Special Surface Coating Finish may be substituted for a Type III — Rubbed Finish.
The special surface coating finish consists of either a Class A or a Class B coating system, applied to produce a masonry-like textured finish on concrete surfaces.

For contiguous structures, whether in the same Contract or in separate Contracts, use the same brand of special surface coating.

If contiguous structures are in separate contracts, coordinate the Work with the other Contractor so that coating is applied as near as possible to the same time.

If contractors cannot coordinate Work, the one who finishes the work last shall use the same brand or shall recoat all contiguous areas to provide a uniform appearance.

Achieve a special surface coating finish as follows:

a. Ensure that surface coating material meets the requirements of Section 836.
   Select coating material from the QPL 17.

b. Do not use form oils that affect the bonding of surface coatings.

c. Do not use wax-based or other curing compounds incompatible with surface coatings.
   Have the coating manufacturer or the laboratory determine compatibility.

d. Use the coating color required in Section 836.

e. On surfaces that will receive a coating finish, do not cure with membrane-curing compound or remove forms with bond-breaking agents or excessive oil.

f. Apply coatings as follows:
   - Class A coatings at a rate that develops a 1/16 in (1.5 mm) thick coating.
   - Apply Class B coatings at a maximum rate of 60 ft² per gallon (1.5 m² per liter).
   - Ensure that the temperatures of the air, concrete, and compound are above 50 °F (10 °C).
   - Apply a test section as directed by the Engineer to determine the acceptance of a coating under field conditions.
   - Apply the coatings using a method that produces an acceptable finish, such as spraying, rolling, or a combination of these.

g. Protect coated surfaces from rain or freezing temperatures for 24 hours after application.

h. Ensure that the final coating produces a smoothly textured surface that is uniform in color, thickness, and appearance.

i. Remove and reapply coatings that chip, crack, blister, peel, or present an unsatisfactory appearance.

j. If the final appearance is unsatisfactory, apply a rubbed finish to slip-formed and formed walls and barriers.

5. Type IV—Floated Surface Finish

Use a Type IV finish only on the horizontal surfaces of the following:

- Curbs and sidewalks
- Tops of caps and footings
- Surface of slope paving
- Other similar structures

Apply the Type IV finish as follows:

a. After compacting the surface and screeding to the correct cross sections, float the surface with a wood float.

b. While floating the surface, bring enough mortar to the surface to achieve the desired finish, but do not reduce the wearing quality of the surface.

c. Make the final finish with a wood float or stiff-bristle broom.

d. If brooming, make the marks transverse to the traffic.

6. Type V—Sidewalk Finish

Apply a Type V finish as follows:

a. After placing and compacting the concrete, strike it off and give it a Type IV finish.
b. Use an edging tool on all edges and along expansion joints unless the Plans require chamfers.
c. Mark off sidewalk surfaces in blocks with suitable grooving tools when required by the Plans or the Engineer.
d. Extend the rubbed finish on the traffic face of the curb to include the horizontal area of sidewalk between the curb corner and the longitudinal sidewalk groove.

7. Type VI—Stair Tread Finish
   Achieve a Type IV finish using a stiff-bristled broom.

AC. Remove Forms

Do not remove forms and their supports, including falsework, until the Engineer approves. Use a removal method approved by the Engineer. Approval does not relieve responsibility for the safety of the Work.

1. Form Removal Time
   Use a removal time shown on the Plans or specified by the Engineer.
   Use Table 7 to help establish when forms can be removed safely. However, do not count days where the temperature at any time during the day is at or below 40 °F (4 °C), unless the cold weather concrete protective measures described in Subsection 500.1.03.G, “Cold Weather Concrete Curing and Protection Plan” were used.

   **Table 7—Estimate of Form Removal Time**

<table>
<thead>
<tr>
<th>Form</th>
<th>Time Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bottom of beams</td>
<td>10 days</td>
</tr>
<tr>
<td>Bottom of caps, trestle pile bents</td>
<td>4 days</td>
</tr>
<tr>
<td>Bottom of all other caps</td>
<td>7 days</td>
</tr>
<tr>
<td>Overhangs and slabs, including culverts</td>
<td>7 days</td>
</tr>
<tr>
<td>Columns and retaining walls</td>
<td>18 to 48 hours</td>
</tr>
<tr>
<td>Sides of beams, posts, rails, caps, footings, wingwalls, and parapets</td>
<td>12 to 24 hours</td>
</tr>
<tr>
<td>Bottoms of cast-in-place rails and diaphragms</td>
<td>48 hours</td>
</tr>
<tr>
<td>Front face of curbs</td>
<td>3 hours</td>
</tr>
</tbody>
</table>

If using high-early strength concrete, the Engineer may reduce the time limitations if the concrete develops satisfactory strengths.

2. Form Removal Method
   Remove forms and falsework without injuring the concrete surface or overstressing the concrete members.
   Ensure that the stress from the weight of the removal process is transferred gradually and uniformly to the concrete.
   At the Contractor's request, time of removal may be controlled by field tests on cylinders, subject to the following conditions:
   a. No tests will be performed until concrete is at least 3 days old.
   b. Required strengths will be shown on the Plans, as noted elsewhere in these Specifications, or as determined by the Engineer.
   c. The Engineer may specify a minimum time in conjunction with minimum strength requirements.
   d. Falsework and forms for culverts may be removed at such time as 75% of the concrete design strength is achieved.

AD. Apply Protective Surface Treatment

When the Plans specify a protective surface treatment, apply a boiled linseed oil mixture of 75 percent boiled linseed oil and 25 percent mineral spirits by volume to the concrete surfaces.
Use linseed oil that meets the requirements of ASTM D 260, Type I or Type II. Use a quality commercial mineral spirit that passes infrared spectroscopic analysis to the satisfaction of the laboratory.

Unless otherwise noted on the Plans or the manufacturer's recommendations, apply the mixture as a preservative seal coat to the top surfaces of bridge decks, curbs, and sidewalks and to the inside vertical faces of curbs, parapets, and end posts. Protect metal handrail and metal handrail posts from treatment.

Apply the protective surface treatment as follows:

**CAUTION:** Because the linseed oil-petroleum spirits mixture has a low flash point and is readily flammable, protect the mixture from fire, especially cigarettes and sparks. Prohibit traffic from the treated area until the Engineer determines the concrete has regained its dry appearance.

1. Do not place the protective surface treatment until concrete work, including final rubbing, is completed and expansion joint sealing compound is placed.
2. Do not apply the treatment until the concrete is at least 14 days old.
3. Unless otherwise permitted by the Engineer, apply the treatment when the temperature of the concrete and air is at least 50 °F (10 °C).
4. Apply in time to allow the treatment to dry thoroughly before allowing traffic, including haul traffic, on the structure. If the structure meets the following exceptions, apply the treatment after using the structure for hauling.
   - Temperature limitations prohibit application.
     The Engineer will send a written notification to the Contractor (or Bridge Contractor) if temperature requirements prohibit application.
   - The structure is absolutely required for hauling to complete a Contract.
     Request a written approval from the Engineer if hauling across a structure before the treatment is placed.
5. If applying the treatment after using the structure for hauling, thoroughly clean the surfaces to be treated to allow the treatment to penetrate completely.
6. If there are separate bridge and roadway Contracts, have the roadway Contractor clean the surfaces immediately upon request by the Engineer.
7. Prepare the surface for the treatment as follows:
   a. Clean off oil, grime, and loose particles that prevent the mixture from penetrating.
   b. Ensure that the concrete surfaces have at least 48 hours to dry after rainfall or wet cleaning operations.
   c. Immediately before applying the treatment, direct an air blast over the surfaces to remove dust.
   d. Mask the exposed plates of joints.
8. Apply the mixture by hand or by spraying in one application at the rate of 1 gal (1 L) of mixture per 37.5 yd² (8.5 m²).
   a. Thoroughly clean the inside of spraying equipment before putting the surface treatment in.
   b. Keep spray nozzles within 18 in (600 mm) of the concrete unless otherwise directed by the Engineer, Plans, or manufacturer.

**AE. Apply Graffiti-Proof Coating**

When the Plans specify a graffiti-proof coating, apply the coating system to concrete surfaces or over special surface coatings. Use material that complies with Section 838.

Apply the coating as follows:
1. Clean loose particles, dirt, grease, oil, and other foreign particles off the surface.
2. Apply the coating according to the manufacturer's recommendations for:
   - Weather conditions
   - Material preparation
AF. Expose New Concrete to Loads

Prohibit dead or live loads during or after construction except as described in this section. If using high early strength concrete, the Engineer may reduce time limitations if the concrete develops adequate strength.

1. Dead Loads on the Substructure
   After pouring footings, do not begin work on columns or piers for at least 12 hours.
   After pouring columns, do not begin cap construction for at least 24 hours.
   Do not place beams on caps or place falsework and forming for concrete T-Beam construction before the cap concrete reaches a minimum strength of 2,500 psi (17 MPa).

2. Dead Loads on the Superstructure
   If necessary, stockpile construction materials on decks within a complete unit (a simple span or continuous or cantilever unit) if the following conditions exist:
   - The deck concrete of the complete unit reaches its 28-day cylinder strength.
   - The deck concrete is at least 10 days old.
   - The curbs are at least 5 days old.
   The Engineer must approve the location, height, and spread of the loads.
   On composite-design bridges (those that have prestressed concrete beams or steel beams with shear connectors), do not pour curbs, parapets, or sidewalks until the deck concrete reaches a minimum strength of 1,500 psi (10 MPa) or is at least 3 days old.

3. Dead Loads on Concrete Box Culverts
   Do not backfill any section of a concrete box culvert until the last concrete placed in that section is at least 14 days old, unless early cylinder breaks indicate otherwise.
   If early cylinder breaks indicate that design strength has been achieved, backfill sections of culverts when the concrete placed last is at least 7 days old.

4. Live Loads—Pouring Equipment
   Do not allow power-operated concrete buggies to cross a deck until the concrete reaches a minimum strength of 1,500 psi (10 MPa) or is at least 3 days old.
   Allow hand-operated buggies to cross after the concrete is 24 hours old.

5. Live Loads—Mixing and Lifting Equipment
   Do not place mixers on a deck in a complete unit (a simple span or continuous or cantilever unit) until the deck concrete of the complete unit reaches its 28-day cylinder strength and is at least 10 days old.
   When the deck concrete reaches its 28-day cylinder strength and is at least 10 days old, allow mixer trucks on the unit during the curb concrete pour only if the pour is completed within 45 minutes of being started.
   Do not allow any equipment on the unit for 5 days after curb pours.
   The Engineer may allow concrete placement procedures that use heavy lifting equipment on the decks if the following conditions exist:
   - The deck concrete reaches its 28-day cylinder strength.
   - The deck concrete is at least 14 days old.
   - The curbs on the deck are at least 10 days old.

6. Live Loads—Hauling over Bridges
   Use a new bridge for hauling only if no other practical haul routes are available and only if the Engineer permits it.
   a. Govern hauling by the restrictions and requirements listed in Table 8. If any of the restrictions and requirements are violated, the Engineer will limit loads to the following:
Section 500-Concrete Structures

- Single 32,000 lb (14 515 kg) axle when the bridge design loading is HS 20-44 and/or Military Loading
- Single 24,000 lb (10 886 kg) axle when the bridge design loading is HS 15-44 or H 15-44

Table 8—Weight Limits for Hauling on New Bridges

<table>
<thead>
<tr>
<th>Axle Criteria</th>
<th>Bridge Design Loading</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>HS 20-44 and/or Military Loading</td>
</tr>
<tr>
<td>Maximum Axle Load Per Axle</td>
<td>60,000 lbs (27 216 kg)</td>
</tr>
<tr>
<td>Maximum Axle Load on Dual Axles</td>
<td>45,000 lbs (20 412 kg)</td>
</tr>
<tr>
<td>Per Axle</td>
<td></td>
</tr>
<tr>
<td>Maximum Total Load</td>
<td>100,000 lbs (45 360 kg)</td>
</tr>
</tbody>
</table>

b. Ensure that bridge concrete, including curbs, parapets, barriers and sidewalks, is at least 14 days old and has a minimum compressive strength of 3,000 psi (20 MPa).

c. Apply the linseed oil special protective treatment, if required see (Subsection 500.3.05.AD, “Apply Protective Surface Treatment”).

d. After applying the protective treatment (if required), apply water-repellent silicone materials to the handrail, handrail posts, end posts, and curb faces before hauling begins.

e. Do not allow more than one vehicle at a time on a simple or multiple-span unit.

f. Ensure that vehicle speeds, loaded or unloaded, do not exceed 5 miles/hr (8 km/hr) when the following loads occur:

- Bridges designed for HS 20-44 and/or Military Loading:
  - Loads on single axles exceed 32,000 lbs (14 515 kg)
  - Loads on each dual axle exceed 24,000 lbs (10 886 kg)

- Bridges designed for HS 15-44 or H 15-44 loading:
  - Loads on single axles exceed 24,000 lbs (10 886 kg)
  - Loads on each dual axle exceed 16,000 lbs (7257 kg)

When axle loads do not exceed these loads, ensure that vehicle speeds are 15 mph (24 kph) or less.

g. Place temporary guides on beams so wheels will track directly.

h. Keep earth approaches smooth and level with the bridge floor or approach slab to minimize impact.

Stabilize sandy and other unstable soils (at no expense to the Department) with crushed stone or other suitable material for at least 10 ft (3 m) from the end of the bridge or approach slab.

i. Protect the ends of bridges or approach slabs with a timber strip at least 4 in (100 mm) wide, cut to rest on either the paving rest of the bridge end or the pavement subgrade at the end of the approach slab. Keep the strip in place for protection during incidental hauling. Remove it before constructing the adjacent pavement.

Keep the top of each timber strip flush with the top of the concrete surface. Fit the strip tightly against the end of the bridge or approach slab. If the timber strip is displaced, stop hauling until the strip is reset or replaced.

j. Clean spills off the bridge floor.

AG. Complete Corrective Work

After the Department gives the deck surface a Ride Quality Test described in Subsection 500.3.06.E, “Ride Quality Test,” complete corrective work at no cost to the Department and before doing the final surface texturing.

Complete corrective work as follows:

1. Plane the deck according to Section 431.
2. Limit concrete removal by planing so that the final bar cover is not less than the Plan cover minus 1/2 in (13 mm).
3. If the final bar cover limits cannot be met, perform the corrective work as directed by the Engineer.
4. Ensure that the final riding surface complies with this Specification and the requirements for a grooved finish.
5. If necessary, use a bump grinder to correct bumps with a profile base line of 5 ft (1.5 m) or less.
6. Have planed decks retested as described in Subsection 500.3.06.E, “Ride Quality Test,” to ensure that the ride quality meets the requirements of this Specification.

AH. Plane the Deck

Schedule the ride quality test at least 5 days before needed by contacting the Office of Materials. Ensure that the area to be tested is clean and clear of obstructions.

When possible, delay expansion joint installation and temporarily bridge the joint to operate Lightweight Profiler and planning equipment across the joint.

Planning responsibilities are shown in Table 9:

<table>
<thead>
<tr>
<th>Area Planed</th>
<th>Person Responsible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge decks</td>
<td>Bridge Contractor</td>
</tr>
<tr>
<td>Approach slabs constructed under the bridge Contract</td>
<td>Bridge Contractor</td>
</tr>
<tr>
<td>Approach slabs constructed under the roadway Contract</td>
<td>Roadway Contractor</td>
</tr>
</tbody>
</table>

AI. Perform Retaining Wall Incidentals

Retaining wall incidentals are as follows:

1. Drainage

   Unless otherwise shown on the Plans or in the Special Provisions, ensure that drainage for retaining walls is either Alternate A or Alternate B on Georgia Standards 4948 and 9031-L.

   Ensure that the Number 10 concrete sand complies with Subsection 801.2.02, “Fine Aggregate for Portland cement Concrete of All Types and for Mortar” and has a permeability coefficient of at least 100 ft (30 m) per day.

   The Engineer may waive the grading requirement for Number 10 concrete sand if the permeability coefficient of the material does not exceed 500 ft (150 m) per day.

   Omit the drainage blanket and stone for retaining walls only when the height does not exceed 6 ft (1.8 m).

   When the Plans specify different drainage details, furnish, place, or build the various items according to the Plan requirements.

2. Waterproofing and Dampproofing

   When waterproofing and dampproofing are specified in the Plans, comply with the requirements of Sections 530 and 531.

AJ. Place Utility Installation Hardware

When the Plans require placing utility installation hardware, the utility company involved will furnish the items.

Place the items as directed on the Plans or Shop Drawings. All other work, including painting as required, is the utility company’s responsibility.

AK. Widen Bases and Pavement

When using narrow sections of Portland cement concrete to widen existing bases or bases and pavements, use Class B concrete as shown on the Plans or as directed by the Engineer.

AL. Open the Structure to Traffic

Open a structure to traffic other than haul traffic after all concrete in the decks, parapets, or curbs (sidewalks) reaches its 28-day cylinder strength and is at least 14 days old.
500.3.06 Quality Acceptance

A. Strength Requirement Tests

When job site test specimens fail to meet the strength requirements in the Table 1—Concrete Mix Table, determine the Final Acceptance or rejection of concrete in place by coring or non-destructive testing.

At the Contractor’s request, the Department will determine the removal time for forms by conducting field tests on cylinders.

Tests are subject to the following:
1. Tests will be performed when the concrete is at least three days old.
2. The Plans will show the required strengths.
3. At the Contractor’s request, the Engineer may specify a minimum time with minimum strength requirements.

B. Honeycombed Area Check

If there are honeycombed areas that extend beyond the reinforcement steel, the Engineer may reject the entire pour with the honeycombed area.

C. Bridge Deck Slab Concrete Inspection

The Engineer will carefully observe the construction methods used during all phases of the bridge deck slab construction. These phases include the following:

- Metal form installation
- Reinforcement location and fastening
- Concrete item composition
- Mixing procedures
- Concrete placement and vibration
- Bridge deck finishing

Provide the needed facilities for the Engineer to safely and conveniently inspect the concrete.

The concrete inspection procedure is as follows:

1. After the deck concrete has been in place for at least two days, the Engineer will sound a hammer on at least two areas of the deck for each slab pour. This test checks for concrete soundness and form bonding.
   The two areas will encompass at least 10 percent of the total area of the deck pour.
2. The Engineer will sound other areas of the deck randomly.
3. If the Engineer doubts the soundness of an area, or if the Engineer decides that the concrete placement procedures used call for an inspection of the underside of the deck, remove at least one section of the forms for each span in the Contract.
4. Remove the form section after the pour is strong enough and when the Engineer desires to provide visual evidence that the concrete mix and the placement procedures are acceptable.
5. Remove another form section if the Engineer decides changes in the concrete mix or in the placement procedures warrant additional inspection.
6. Where form sections are removed, do not necessarily replace the forms, but repair the adjacent metal forms and supports neatly and securely.
7. When the form is removed, the Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects.
8. If the Engineer finds irregularities but determines that the irregularities do not justify rejection of the Work, repair the concrete as the Engineer directs and give it an ordinary surface finish according to the Contract Specifications.
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9. If the concrete where the form is removed is not acceptable, remove additional forms as necessary to inspect and repair the slab.

10. Modify the construction methods as required by the Engineer to create satisfactory slab concrete.

11. Remove or repair all unsatisfactory concrete as the Engineer directs.

   If the construction methods used and the inspection results indicate that the slabs have sound concrete, the Engineer may moderate the amount of random sounding and form removal after a substantial amount of slab has been constructed and inspected.

D. Bridge Deck Surface Check

   After the final strike-off of the concrete and as close behind the final strike-off as possible, the Engineer will check the surface with a 10 ft (3 m) straightedge.

   Attach the straightedge to a broom-type handle for easy control and use.

   Bridges and approach slabs must meet a 1/8 inch in 10 ft (3 mm in 3 m) straightedge check made longitudinally and transversely.

E. Ride Quality Test

   After the bridge decks and approach slabs are completed, the Department will perform a Ride Quality Test using the Lightweight Profiler and a profile index value determined according to GDT 134.

   The Department will conduct the test as follows:

   1. Obtain Profile Index Values for bridge decks and approach slabs for:

      State roads with four lanes or more
      - State roads with 2 lanes where the current traffic count is 2,000 vehicles per day or higher
      - Other roads designated on the Plans
      - Bridges and approach slabs must meet the straightedge check limits described in Subsection 500.3.06.D, “Bridge Deck Surface Check.”

   2. Obtain profiles in the wheel paths and in safety areas to within 6 ft (1.8 m) of barrier or curb lines.

   3. Average the profile index values for bridge decks including the approach slabs for the left and right wheel path for each lane.

      The average value must not exceed 15 in/mile (235 mm/km) for each lane.

   After the test is complete, correct individual bumps or depressions that exceed 2/10 in (5 mm) from the blanking band on the profiler trace.

   The deck surface must then meet a 1/8 inch in 10 ft (3 mm in 3 m) straightedge check made transversely.

   Correct bridge decks and approach slabs that do not pass the Ride Quality Test as described in Subsection 500.3.05.AG, “Complete Corrective Work.”

500.3.07 Contractor Warranty and Maintenance

   General Provisions 101 through 150.

500.4 Measurement

   This work is measured for payment either per cubic yard (meter), per Lump Sum, or per linear foot (meter), whichever is shown on the Plans.

   - **Seal Concrete.** The quantity of seal concrete to be measured for payment is calculated using the horizontal seal dimensions specified on the Plans.

   - **Grooving.** Grooving on bridge decks and approach slabs, completed acceptably according to Subsection 500.3.05.T, “Place Bridge Deck Concrete,” step 9.c, will be measured and paid for by the square yard (meter). Payment is full compensation for furnishing the necessary equipment and performing the Work.
• Class B Concrete. Class B concrete used for base and pavement widening will be measured and paid for by the cubic yard (meter) complete in place and accepted.

500.4.01 Limits

A. Measurement for Separate Payment

There will be no separate measurement and payment for the following:

1. On permanent steel bridge deck forms for concrete deck slabs:
   • Extra reinforcing
   • Extra concrete
   • Other costs incurred because of the requirements of this Specification
   All costs are included in the Lump Sum prices bid for superstructure concrete and superstructure reinforcement.

B. Payment per Cubic Yard (Meter)

Measurement limits on payment per cubic yard (meter) are:

1. Bridges, Concrete Culverts, Headwalls, and Retaining Walls
   The quantity of concrete measured for payment is the algebraic summation of the Base Pay Quantity and authorized quantity changes.
   If additional quantities are necessary because of any of the following, these quantities are measured separately for payment:
   • Rocks were removed carefully but additional quantities are needed because footing depth and keyway dimension are irregular from unanticipated rock removal.
   • Voids or crevices exist within the spread footing area.
   • The Engineer authorized filling trenches cut in rock outside footing areas to ease dewatering.
   These additional quantities will be paid as filler concrete per cubic yard (meter).

2. Seals
   When the Plans do not require a seal but a seal becomes necessary, or when the Plans do not show seal dimensions, the maximum pay dimensions in each direction will be the Plan dimension of the structural footing plus 3 ft (1 m), with 18 in (600 mm) on each side.
   If the Contractor uses lesser dimensions, measurement is based on the lesser dimensions. Concrete placed beyond the maximum pay limits are not measured.

C. Payment per Lump Sum

For Lump Sum payment, determine the quantities required before submitting the bid.

The concrete quantity must conform to the Plan dimensions. Measurement is made as a unit, complete in place, and includes the following:

• Diaphragms
• Sidewalks
• Concrete parapets

Measurement does not include concrete in the following items that will be paid for separately:

• Concrete handrailings
• Barriers
• Prestressed bridge members.

Payments for parapets placed by slip-form method is included in the Lump Sum price bid for superstructure concrete.
Section 500-Concrete Structures

Unless otherwise shown on the Plans, the cost of steel joints and metal bearing assemblies used in structures where there is no structural steel Pay Item are included in the Contract Price for superstructure concrete.

D. Retaining Wall Incidentals

Retaining wall incidentals will be measured for payment as follows:

1. Drainage Systems
   Drainage items required by Special Plans are measured for payment by the unit specified on the Plans only when they are set up as specific Pay Items and are paid for separately. Otherwise, their costs are included in the Contract Price for concrete.
   Payment is full compensation for the costs of excavation and backfill necessary to place the drainage items required by Special Plans.
   The following are not measured for separate payment. Costs are included in the Contract Price for concrete.
   - Sand blankets
   - Crushed or broken stone
   - Weep holes

2. Miscellaneous
   The following are not measured for separate payment. Costs are included in the Contract Price for concrete.
   - Expansion material
   - Rubber or polyvinyl plastic water stops

E. Utility Installation Hardware

The cost of placing utility hardware items is included in the Contract Price for the class of concrete the items are placed in.

500.5 Payment

This Work will be paid for at the Contract Price per cubic yard (meter), per Lump Sum, or per linear foot (meter), each complete in place and accepted.

Payment is full compensation for all things, including incidentals, and direct and indirect costs, to complete the Work.

Payment will be made under:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>Superstructure concrete class_____, Bridge no._______</td>
<td>Per lump sum</td>
</tr>
<tr>
<td>500</td>
<td>Concrete handrail (designation)</td>
<td>Per linear foot (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Class_____concrete</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Class_____concrete, high-early strength</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Seal concrete</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Class B concrete base or pavement widening</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Class_____concrete including reinforcement steel</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Class A concrete—filler</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Class_____concrete—retaining wall</td>
<td>Per cubic yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Grooved concrete</td>
<td>Per square yard (meter)</td>
</tr>
<tr>
<td>500</td>
<td>Concrete barrier</td>
<td>Per linear foot (meter)</td>
</tr>
</tbody>
</table>
500.5.01 Adjustments

A. Contractor Costs

Assume the following costs:

1. Costs related to rejected concrete and removing rejected concrete
2. Costs of forming an approved construction joint, removing a partial pour, or completing other remedial measures requested by the Engineer unless the fault lies solely with the Department
3. Costs of repairing, removing, and replacing falsework as directed by the Engineer
4. Costs of repairing, removing, or replacing forms
5. Costs of air-blown mortar to repair honeycombed areas, if required by the Engineer
6. Costs of using a higher class of concrete to widen existing bases or bases and pavements

B. Ride Quality Testing

The Department will conduct ride quality testing of bridge decks and approach slabs only twice per bridge at no cost to the Contractor.

The Department will conduct additional ride quality testing at the cost of $500 per test.

C. Plastic Shrinkage Crack Repair

The Engineer will determine how to repair cracks caused by plastic shrinking. Repair cracks at no cost to the Department.

D. Plan Quantities

For all bridges (except seal concrete), concrete culverts, headwalls, and retaining walls, the quantities shown on the Contract Plans, including Standard Plans, will be considered the Base Pay Quantity.

For seal concrete, the Plan quantities are approximate and are for estimating purposes only. The quantities will not be considered as Base Pay Quantities.

Calculated additions or deductions will be applied to the Base Pay Quantity when the Engineer makes authorized changes. Changes include, but are not limited to, authorized changes in the following:

- Footing dimensions
- Lengthening or shortening of concrete culverts
- Correcting Plan Quantities
- Dimension errors
- Multi-barrel culvert wall thicknesses
- Lengthening or shortening bridge columns
- Raising or lowering foundations

Calculations of the Base Pay Quantity and any changes will be made as follows:

1. No deductions will be made for the volume of concrete used by scorings, panels, and chamfers if the individual areas are less than 1 in² (625 mm²).
   The volume of concrete in fillets of the same area will be neglected.
2. The volume of structural steel and of steel and concrete piling encased in concrete will be deducted.
3. The volume of timber piling encased in concrete will be deducted on the basis of 0.8 ft³/linear foot (0.07 m³/linear meter) of pile.
4. No deduction will be made for the volume of concrete displaced by the following:
   - Steel reinforcement
   - Shear connectors

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Section 500-Concrete Structures

- Floor drains (unless they are paid for as separate Pay Items)
- Incidental such as expansion material
- Joint sealing compound
- Utility thimbles and hangers

E. Filler Concrete

Filler concrete, measured as described in Subsection 500.4.01.B.1, “Bridges, Concrete Culverts, Headwalls, and Retaining Walls,” will be paid at 40 percent of the Contract Price per cubic meter for Class A Concrete or Class AA Concrete.

F. Seal Concrete

If there is no Contract Price for seal concrete, payment will be per cubic yard (meter), measured as described in Subsection 500.4.01.B.2, “Seals,” and will be paid at 60 percent of the Contract Price per cubic yard (meter) for Class A concrete.

G. Lump Sum Payment Adjustments

Adjust the payment as follows:

1. Authorized Change Adjustments
   When authorized changes are made as described in Subsection 500.5.01.D, “Plan Quantities,” the lump sum payment may be adjusted on a pro rata basis or according to Section 104 and as determined by the Engineer.
   The Plans show tabulated quantities as a service. This does not relieve any responsibility to conform to Plan details.

2. Optional Plan Feature Adjustments
   If exercising an optional Plan feature, the Base Pay Quantity will not be changed if it is the only quantity change involved.
   However, if other changes are necessary, the quantity change resulting from the optional feature will be considered in the necessary quantity adjustments.

3. Falsework for Post-Tensioned Box Girder Bridge Adjustments
   When the falsework is completed for post-tensioned box girder bridges, 20 percent of the Lump Sum superstructure concrete price will be paid.
   Additional payments made as the concrete is placed must be adjusted for the payment for falsework. In other words, payment for concrete placed will be based on 80 percent of the superstructure bid price.

4. When Metal Deck Forms are used and have been placed, payment in the amount of 5% of the Lump Sum Superstructure Concrete price will be made. For Post-Tensioned Box Girder Bridges, this percentage (5%) will apply to that part of the superstructure concrete in the top slab of the box only.

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Section 603—Rip Rap

603.1 General Description
This work includes placing protective coverings of sand-cement bag rip rap or stone rip rap.
When required, this work includes placing crushed stone filter material or plastic filter fabric beneath stone rip rap on:
- Fill slopes
- Cut slopes
- End rolls
- Shoulders
- Ditches
- Stream banks
- Channel banks
- Other locations

603.1.01 Definitions
General Provisions 101 through 150.

603.1.02 Related References
A. Standard Specifications
   Section 800—Coarse Aggregate
   Section 801—Fine Aggregate
   Section 805—Rip Rap and Curbing Stone
   Section 815—Graded Aggregate
   Section 830—Portland Cement
   Section 832—Curing Agents
   Section 880—Water
   Section 881—Fabrics

B. Referenced Documents
   AASHTO T 134
   QPL 28

603.1.03 Submittals
General Provisions 101 through 150.

603.2 Materials
Ensure that the materials meet the requirements of the following Specifications:

<table>
<thead>
<tr>
<th>Material</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Portland cement</td>
<td>830.2.01</td>
</tr>
<tr>
<td>Rip Rap (Stone)</td>
<td>805.2.01</td>
</tr>
<tr>
<td>Membrane Curing Compound</td>
<td>832.2.03</td>
</tr>
<tr>
<td>Material</td>
<td>Specification</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Stone Filter Blanket</td>
<td>815.2.01 or</td>
</tr>
<tr>
<td></td>
<td>800.2.01 (Size No. 467*)</td>
</tr>
<tr>
<td>Fine Aggregate for Sand Cement Rip Rap</td>
<td>801.2.03</td>
</tr>
<tr>
<td>Water</td>
<td>880.2.01</td>
</tr>
<tr>
<td>Woven Plastic Filter Fabric</td>
<td>881.2.05</td>
</tr>
</tbody>
</table>

*Except that up to 10% is allowed to pass the No. 4 (4.75 mm) sieve.

A. Bags for Sand-Cement Bag Rip Rap

Use cotton, burlap, or fiber reinforced paper bags that can contain the sand-cement mixture without leaking during handling and placing. Do not use bags that previously held sugar or other material that will adversely affect the sand-cement mixture.

Ensure that the capacity is at least 0.75 ft³ (0.02 m³) but not greater than 2 ft³ (0.5 m³).

B. Stone Dumped Rip Rap

Stone dumped rip rap is designated on the Plans as Type 1 or Type 3 as defined in Subsection 805.2.01.

603.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

603.3 Construction Requirements

603.3.01 Personnel

General Provisions 101 through 150.

603.3.02 Equipment

General Provisions 101 through 150.

603.3.03 Preparation

General Provisions 101 through 150.

603.3.04 Fabrication

General Provisions 101 through 150.

603.3.05 Construction

Construct this Work according to the following requirements:

A. Preparing the Foundations

Prepare the ground surface where the rip rap will be placed to conform with the correct lines and grades before beginning the placement.

1. When filling depressions, compact the new material with hand or mechanical tampers.
   Dispose of excess material by spreading it neatly within the right-of-way as an incidental part of the work.

2. Unless otherwise shown or provided below, begin placing the rip rap in a toe ditch constructed in original ground around the toe of the fill or the cut slope.
   Ensure that the toe ditch is 2 ft (600 mm) deep in original ground and the side next to the fill or cut has the same slope.
3. After placing the rip rap, backfill the toe ditch and spread the excess dirt neatly within the right-of-way as an incidental part of the work.

4. When beginning rip rap in water or below normal water level, substitute an apron of rip rap for the toe ditch. Ensure that the width and thickness of this apron is as shown on the Plans or determined by the Engineer.

B. Placing Stone Rip Rap

Place rip rap to the limits shown on the Plans or as directed by the Engineer. Place and classify rip rap as follows:

1. Stone Plain Rip Rap
   Dump and handle stone plain rip rap into place to form a compact layer to the design thickness. Ensure that the thickness tolerance for the course is plus 12 in (300 mm) with no under-tolerance. If the Plans do not show a thickness, place stone rip rap to at least 12 in (300 mm) thick, but no greater than 2 ft (600 mm) thick.

2. Stone Dumped Rip Rap
   Dump stone dumped rip rap into place to form a uniform surface as thick as specified in the Plans.
   a. Ensure that the thickness tolerance for the course is minus 6 in (150 mm) and plus 12 in (300 mm). If the Plans or Proposal do not specify a thickness, place the course to at least 2 ft (600 mm) thick.
   b. Recycled concrete that meets the requirements of Subsection 805.2.01 may be used instead of stone when shown on the Plans or approved by the Engineer.
   Use recycled concrete only when materials do not contain steel after processing.

   NOTE: Do not use recycled concrete in aesthetically sensitive areas.

3. Stone Grouted Rip Rap
   Place stone grouted rip rap according to specifications for stone plain rip rap and these guidelines:
   a. Prevent earth from filling the spaces between the stones.
   b. After placing the stone, fill the spaces between them with 1:3 grout composed of Portland cement and sand mixed thoroughly with enough water to make a thick, creamy consistency.
   c. Place the grout beginning at the toe. Finish it by sweeping with a stiff bristle broom.
   d. After grouting, cover the rip rap and keep it wet for 5 days, or cover and keep wet for 24 hours and then coat with white pigmented membrane curing compound.

C. Placing Filter

Place woven plastic filter fabric under all rip rap. Follow these requirements for placing the filter fabric:

1. Prepare the surface to receive the fabric until it is smooth and free from obstructions, depressions, and debris.

2. Place the fabric with the long dimension running up the slope. Minimize the number of overlaps.

3. Place the strips to provide a width of at least 1 ft (300 mm) of overlap for each joint.

4. Anchor the filter fabric in place with securing pins of the type recommended by the fabric manufacturer. Place the pins on or within 3 in (75 mm) of the centerline of the overlap.

5. Place the fabric so that the upstream strip will overlap the downstream strip.

6. Loosely place the fabric to prevent stretching and tearing during stone placement. Do not drop the stones more than 3 ft (1 m) during construction.

7. Always protect the fabric during construction from clogging due to clay, silts, chemicals, or other contaminants.

8. Remove contaminated fabric or fabric damaged during installation or rip rap placement. Replace with uncontaminated or undamaged fabric at no expense to the Department.

D. Placing Sand-Cement Bag Rip Rap

Place rip rap to the limits shown on the Plans or as directed by the Engineer.
1. Proportioning Materials
   Mix sand and Portland cement at the maximum ratio of 5:1 by weight.
   a. Obtain a minimum compressive strength of 500 psi (3 MPa) in 7 days.
   b. For sand-cement bag rip rap, use enough water to make up the optimum moisture content of the aggregate and cement as determined by AASHTO T 134.
   c. When sand-cement rip rap is to be prebagged, mix the sand cement dry. After placing each course, wet the bags until the bags are wet enough for proper cement hydration.
2. Placement
   Before placing sand-cement bag rip rap, fill the bags full, but allow room to tie the bags.
   a. Place the bagged rip rap by hand with the tied ends facing the same direction. Produce close, broken joints.
   b. Place header courses when directed by the Engineer or required by the Plans.
   c. After placing the bags, ram or pack them against one another to produce the required thickness and form a consolidated mass.
   d. Do not allow the top of each bag to vary more than 3 in (75 mm) above or below the required plane.

E. Placing Stone Blanket Protection
   Ensure that the stone blanket protection meets the materials Specifications for stone filter blanket as specified in Subsection 603.2, “Materials,” except stone size No. 357 will be allowed instead of size No. 467.
   Place stone blanket protection to the limits shown on the Plans, or as directed by the Engineer.
   Uniformly place this material to the thickness shown on the Plans and to a thickness tolerance of 0.5 in (± 15 mm).
   Do not use stone blanket protection on slopes steeper than two horizontal to one vertical or in areas highly susceptible to erosion. Do not use plastic filter fabrics with stone blanket protection.

603.3.06 Quality Acceptance
   General Provisions 101 through 150.

603.3.07 Contractor Warranty and Maintenance
   General Provisions 101 through 150.

603.4 Measurement
   This work is measured for payment in square yards (meters) of accepted material of the specified thickness. Area measurements are made parallel to the surface on which the material is placed. Plastic filter fabric will be measured as the area of rip rap placed and accepted. No separate measurement will be made for fabric overlap joints, seams, or vertical sections at toe of slopes. No separate measurement is made for grout or cushioning sand.

   Plan dimensions are figured by the use of filled bags 12 by 18 by 6 in. (300 by 450 by 150 mm) thick.
   When filled bags are less than Plan dimensions or are of varying lengths or width, Plan square yards (meters) will be used to determine pay quantities, if overall dimensions are equal to or greater than those shown on the Plans.

603.4.01 Limits
   General Provisions 101 through 150.

603.5 Payment
   This work will be paid for at the Contract Price per square yard (meter) of material complete in place.

   Payment will be made under:

<table>
<thead>
<tr>
<th>Item No. 603</th>
<th>Stone plain rip rap ___ in (mm) thick</th>
<th>Per square yard (meter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 603</td>
<td>Stone dumped rip rap (type) ___ in (mm) thick</td>
<td>Per square yard (meter)</td>
</tr>
</tbody>
</table>
### Section 603-Rip Rap

<table>
<thead>
<tr>
<th>Item No. 603</th>
<th>Description</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 603</td>
<td>Stone grouted rip rap (thick)</td>
<td>Per square yard (meter)</td>
</tr>
<tr>
<td>Item No. 603</td>
<td>Filter blanket</td>
<td>Per square yard (meter)</td>
</tr>
<tr>
<td>Item No. 603</td>
<td>Sand-cement bag rip rap, ___ in (mm) thick</td>
<td>Per square yard (meter)</td>
</tr>
<tr>
<td>Item No. 603</td>
<td>Stone blanket protection, ___ in (mm)</td>
<td>Per square yard (meter)</td>
</tr>
<tr>
<td>Item No. 603</td>
<td>Plastic filter fabric</td>
<td>Per square yard (meter)</td>
</tr>
</tbody>
</table>

#### 603.5.01 Adjustments

General Provisions 101 through 150.
Section 700—Grassing

700.1 General Description
This work includes preparing the ground, furnishing, planting, seeding, fertilizing, sodding, and mulching disturbed areas within the Right-of-Way limits and easement areas adjacent to the right-of-way as shown on the Plans except as designated by the Engineer to remain natural.

700.1.01 Definitions
General Provisions 101 through 150.

700.1.02 Related References
A. Standard Specifications
   Section 160—Reclamation of Material Pits and Waste Areas
   Section 163—Miscellaneous Erosion Control Items
   Section 718—Wood Fiber
   Section 822—Emulsified Asphalt
   Section 882—Lime
   Section 890—Seed and Sod
   Section 891—Fertilizers
   Section 893—Miscellaneous Planting Materials
   Section 895—Polyacrylamide

B. Referenced Documents
   QPL 33
   QPL 84

700.1.03 Submittals
Submit manufacturer’s product expiration date along with written instructions to ensure proper application, safety, storage, and handling of Polyacrylamide products used in The Work.

700.2 Materials
Use materials that meet the requirements of the following Specifications:
<table>
<thead>
<tr>
<th>Material</th>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wood Fiber Mulch</td>
<td>718.2</td>
</tr>
<tr>
<td>Agricultural Lime</td>
<td>882.2.01</td>
</tr>
<tr>
<td>Seed</td>
<td>890.2.01</td>
</tr>
<tr>
<td>Sod</td>
<td>890.2.02</td>
</tr>
<tr>
<td>Fertilizer</td>
<td>891.2.01</td>
</tr>
<tr>
<td>Plant Topsoil</td>
<td>893.2.01</td>
</tr>
<tr>
<td>Mulch</td>
<td>893.2.02</td>
</tr>
<tr>
<td>Inoculants</td>
<td>893.2.04</td>
</tr>
<tr>
<td>Tackifiers</td>
<td>QPL 33</td>
</tr>
<tr>
<td>Anionic Polycrylamide</td>
<td>QPL 84 &amp; Section 895</td>
</tr>
</tbody>
</table>

A. Seeds
Whenever seeds are specified by their common names, use the strains indicated by their botanical names.

B. Water
Obtain the water for grassing from an approved source. Use water free of harmful chemicals, acids, alkalies, and other substances that may harm plant growth or emit odors. Do not use salt or brackish water.

C. Agricultural Lime
Agricultural lime rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 882 Lime and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling and sampling procedures.

D. Fertilizer Mixed Grade
Fertilizer analysis and rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 891 Fertilizer and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling and sampling procedures.

E. Mulch
Use straw or hay mulch according to Subsection 700.3.05.G.
Use wood fiber mulch in hydroseding according to Subsection 700.3.05.F.1.

700.2.01 Delivery, Storage, and Handling
General Provisions 101 through 150.

700.3 Construction Requirements
700.3.01 Personnel
General Provisions 101 through 150.

700.3.02 Equipment
Use grassing equipment able to produce the required results.
Never allow the grading (height of cut) to exceed the grassing equipment’s operating range.

A. Mulch Material Equipment
   Use mulching equipment that uniformly cuts the specified materials into the soil to the required control depth.

B. Hydroseeding Equipment
   For hydroseeding equipment, see Subsection 700.3.05.F.

700.3.03 Preparation
   General Provisions 101 through 150.

700.3.04 Fabrication
   General Provisions 101 through 150.

700.3.05 Construction
   Follow the planting zones, planting dates, types of seed, seed mixtures, and application rates described throughout this Section. The Engineer has the authority to alter the planting dates as set forth by a period of 2 weeks. This 2-week period may be applied to either the beginning of the specified planting and/or to the end of the end of the specified planting season.

In general:
   • Obtain the Engineer’s approval before changing the ground cover type.
   • Do not use annual rye grass seeds with permanent grassing.
   • Follow the planting zones indicated on the Georgia State Planting Zone Map, below.
   • Sod may be installed throughout the year, weather permitting.
   • For permanent grassing, apply the combined amounts of all seeds for each time period within each planting zone and roadway location listed in the Seeding Table, below. Do not exceed the amounts of specified seed.
## NON-NATIVE GRASS SEEDING TABLE 1
(Temporary and Permanent Seed Types for Shoulders, Medians and Slopes 3:1 or Flatter)

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Class/Type</th>
<th>Rate/Acre</th>
<th>Planting Zone</th>
<th>Planting Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Bermuda Grass (Hulled)</td>
<td><em>Cynodon dactylon</em></td>
<td>Required Permanent Grass</td>
<td>10 (11)</td>
<td>1</td>
<td>April 16 – August 31</td>
</tr>
<tr>
<td>Common Bermuda Grass (Unhulled)</td>
<td><em>Cynodon dactylon</em></td>
<td>Required Permanent Grass</td>
<td>10 (11)</td>
<td>2,3,4</td>
<td>April 1 – October 15</td>
</tr>
<tr>
<td>Bahaia Grass</td>
<td><em>Paspalum notatum</em></td>
<td></td>
<td>10 (11)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rye Grass, Millet, Cereal Grass (Oats)</td>
<td><em>Lolium perenne sp.</em></td>
<td>Temporary Grass</td>
<td>50 (56)</td>
<td>1</td>
<td>September 1 – April 15</td>
</tr>
<tr>
<td>Rye Grass, Millet, Cereal Grass (Oats)</td>
<td><em>Lolium perenne sp.</em></td>
<td>Temporary Grass</td>
<td>50 (56)</td>
<td>2,3,4</td>
<td>October 16 – March 31</td>
</tr>
</tbody>
</table>
NON-NATIVE SEEDING TABLE 2
(Temporal and Permanent Seed Types
for back slopes, fill slopes and areas which will not be subject
to frequent mowing, slopes steeper than 3:1)

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Class/Type</th>
<th>Rate/Acre</th>
<th>Planting Zone</th>
<th>Planting Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interstate Lespedeza</td>
<td><em>Lespedeza sericea</em></td>
<td>Permanent Grass</td>
<td>50(56)</td>
<td>1,2</td>
<td>March 1 – August 31</td>
</tr>
<tr>
<td>Weeping Lovegrass</td>
<td><em>Eragrostis curvula</em></td>
<td>Temporary Grass</td>
<td>10(11)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interstate Lespedeza</td>
<td><em>Lespedeza sericea</em></td>
<td>Permanent Grass</td>
<td>75(84)</td>
<td>1,2</td>
<td>September 1 – February 28</td>
</tr>
<tr>
<td>Tall Fescue</td>
<td><em>Festuca arundinacea</em></td>
<td>Temporary Grass</td>
<td>50(56)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interstate Lespedeza</td>
<td><em>Lespedeza sericea</em></td>
<td>Permanent Grass</td>
<td>50(56)</td>
<td>3,4</td>
<td>April 1 – October 31</td>
</tr>
<tr>
<td>Weeping Love Grass</td>
<td><em>Eragrostis curvula</em></td>
<td>Temporary Grass</td>
<td>10(11)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interstate Lespedeza</td>
<td><em>Lespedeza sericea</em></td>
<td>Permanent Grass</td>
<td>50(56)</td>
<td>3,4</td>
<td>November 1 – March 31</td>
</tr>
<tr>
<td>Weeping Love Grass</td>
<td><em>Eragrostis curvula</em></td>
<td>Temporary Grass</td>
<td>10(11)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NATIVE GRASS SEEDING TABLE 3
For Non-mowable Slopes or Areas Designated as Permanent Native Grass Plots.
Plant native seed mixes on back slopes, fill slopes and areas which
will not be subject to frequent mowing (slopes steeper than 3:1).

<table>
<thead>
<tr>
<th>Common Name</th>
<th>Botanical Name</th>
<th>Class/Type</th>
<th>Rate/Acre</th>
<th>Planting Zone</th>
<th>Planting Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canada Wild Rye</td>
<td>Elymus canadensis</td>
<td>Cool Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>October 31 - March 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virginia Wild Rye</td>
<td>Elymus virginicus</td>
<td>Cool Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>October 31 - March 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottle-brush Grass</td>
<td>Hystric patula</td>
<td>Cool Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>October 31 - March 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Little Bluestem</td>
<td>Schizachyrium scoparium (Andropogon scoparius)</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indiangrass</td>
<td>Sorghastrum nutans</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Eastern Gama Grass</td>
<td>Tripsacum dactyloides</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4,1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rice Cut Grass</td>
<td>Leersia oryzoides</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deertongue</td>
<td>Panicum clandestinum</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Switchgrass</td>
<td>Panicum virgatum</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Woolgrass</td>
<td>Scirpus cyperinus</td>
<td>Cool Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>October 31 - March 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>River Oats</td>
<td>Chasmapthium latifolium</td>
<td>Cool Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>October 31 - March 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purple Top</td>
<td>Tridens flavus</td>
<td>Warm Season</td>
<td>Minimum</td>
<td>1,2,3,4</td>
<td>March 31 - August 31</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 (2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See plan sheets/plant lists for detailed native restoration and riparian mitigation seed mix combinations to be applied at a minimum rate total of 10 (11) lbs per acre (kg/hectare) for each combined mix. If the mix is not provided in the plan sheets, use a minimum of 3 species based on planting dates shown above.
# HERBACEOUS PLANT SEEDING TABLE 4

(Approved for Riparian Mitigation or for Seed Mixes on Slopes Steeper than 3:1-Requiring Permanent Planting)

<table>
<thead>
<tr>
<th>Common name</th>
<th>Botanical name</th>
<th>Class/type</th>
<th>Rate/Acre</th>
<th>Planting Zone</th>
<th>Planting Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Pye Weed</td>
<td>Eupatorium fistulosum</td>
<td>Herbaceous Perennial</td>
<td>Minimum 2 (2)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Ironweed</td>
<td>Vernonia novaboracensis</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>March 1 - August 31,</td>
</tr>
<tr>
<td>White snakeroot</td>
<td>Ageratina altissima (Eupatorium rugosum)</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Swamp milkweed</td>
<td>Asclepias incarnata</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>March 1 - August 31,</td>
</tr>
<tr>
<td>Frost aster</td>
<td>Aster pilosus (Symphyotrichum)</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Partridge pea</td>
<td>Chamaecrista fasciculata (fasciculata)</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>March 1 - August 31,</td>
</tr>
<tr>
<td>Lance-leaf coreopsis</td>
<td>Coreopsis lanceolata</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Tall coreopsis</td>
<td>Coreopteris tripterus</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Boneset</td>
<td>Eupatorium perfoliatum</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Sneezeweed</td>
<td>Helianthus annuus</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Swamp sunflower</td>
<td>Helianthus angustifolius</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>March 1 - August 31,</td>
</tr>
<tr>
<td>Fringed loosestrife</td>
<td>Lysimachia ciliata</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Wild bergamot</td>
<td>Monarda fistulosa</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Mountain mint</td>
<td>Pycnanthemum tenuifolium</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Black-eyed susan</td>
<td>Rudbeckia hirta</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Goldenrod</td>
<td>Solidago nemoralis</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>September 1 - May 1</td>
</tr>
<tr>
<td>Butterfly Weed</td>
<td>Asclepias tuberosa</td>
<td>Herbaceous Perennial</td>
<td>Up to 10(11)</td>
<td>1,2,3,4</td>
<td>March 1 - August 31,</td>
</tr>
</tbody>
</table>

For native restoration and riparian mitigation seed mix combinations, use Table 4 for approved native herbaceous seed types in combination with Table 3 of native grass seeds. Native restoration and riparian seed mixes should incorporate a mix of 60% native grass types (see Table 3) and 40% native herbaceous types (see Table 4) applied at a minimum rate total of 10 (11) lbs per acre (kg/hectare) for each combined mix.
### TABLE 5: TEMPORARY GRASS - SPECIES, SEEDING RATES AND PLANTING DATES

<table>
<thead>
<tr>
<th>Species</th>
<th>Rates per 1000 sq. ft.</th>
<th>Rates per Acre</th>
<th>Planting Date</th>
<th>By Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 &amp; 2</td>
<td>2</td>
</tr>
<tr>
<td>Rye (Grain)</td>
<td>3.9 lbs</td>
<td>168 lbs</td>
<td>8/1 - 11/30</td>
<td>8/15 - 12/1</td>
</tr>
<tr>
<td>Ryegrass</td>
<td>0.9 lbs</td>
<td>40 lbs</td>
<td>8/1 - 11/30</td>
<td>9/1 - 12/15</td>
</tr>
<tr>
<td>Rye &amp; Annual Lespedeza</td>
<td>0.6 lbs</td>
<td>28 lbs</td>
<td>3/1 - 4/1</td>
<td>2/1 - 3/1</td>
</tr>
<tr>
<td></td>
<td>0.6 lbs</td>
<td>24 lbs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sudangrass</td>
<td>1.0 lbs</td>
<td>60 lbs</td>
<td>4/1 - 8/31</td>
<td>4/1 - 8/31</td>
</tr>
<tr>
<td>Browntop Millet</td>
<td>1.1 lbs</td>
<td>50 lbs</td>
<td>4/1 - 6/30</td>
<td>4/1 - 7/15</td>
</tr>
<tr>
<td>Wheat</td>
<td>3.9 lbs</td>
<td>168 lbs</td>
<td>9/1 - 12/31</td>
<td>9/1 - 12/31</td>
</tr>
</tbody>
</table>

When stage construction or other conditions prevent completing a roadway section continuously, apply temporary grassing to control erosion. Temporary grassing is used to stabilize disturbed areas for more than sixty (60) calendar days. Temporary grass may be applied any time of the year, utilizing the appropriate seed species and application rate as shown in the chart above. Apply mulch to areas planted in temporary grass at the rate of ¾ inch to 1.5 inches. Do not place slope mats on areas planted in temporary grass.

#### A. Ground Preparation

Prepare the ground by plowing under any temporary grass areas and preparing the soil as follows:

1. **Slopes 3:1 or Flatter**
   - On slopes 3:1 or flatter, plow shoulders and embankment slopes to between 4 in and 6 in (100 mm and 150 mm) deep.
   - Plow front and back slopes in cuts to no less than 6 in (150 mm) deep. After plowing, thoroughly disk the area until pulverized to the plowed depth.

2. **Slopes Steeper Than 3:1**
   - Serrate slopes steeper than 3:1 according to Plan details when required.
   - On embankment slopes and cut slopes not requiring serration (sufficient as determined by the Engineer), prepare the ground to develop an adequate seed bed using any of the following methods as directed by the Engineer:
     - Plow to a depth whatever depth is practicable.
     - Use a spiked chain.
     - Walk with a cleated track dozer.
     - Scarify.
   - Disking cut slopes and fill slopes is not required.

3. **All Slopes**
   - **Obstructions**
     - Remove boulders, stumps, large roots, large clods, and other objects that interfere with grassing or may slide into the ditch.
   - **Topsoil**
Section 700-Grassing

Spread topsoil stockpiled during grading evenly over cut and fill slopes after preparing the ground. Push topsoil from the top over serrated slopes. Do not operate equipment on the face of completed serrated cuts.

For Permanent Grassing in native restoration areas, multitrophic native planting areas, riparian areas, stream restoration areas, and wetland and stream mitigation areas, provide the minimum ground preparation necessary to provide seed to soil contact. Riparian areas may also be seeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing vegetation without plowing or tilling soil. Ensure that existing vegetation is less than 3 inches in height (this may be achieved by mowing or using a mechanical string trimmer).

B. Grassing Adjacent to Existing Lawns
When grassing areas adjacent to residential or commercial lawns, the Engineer shall change the plant material to match the type of grass growing on the adjacent lawn. The Contract Unit Price will not be modified for this substitution.

C. Temporary Grassing
Apply temporary grassing according to Subsection 163.3.05.F. Determine lime requirements by a laboratory soil test. Refer to seeding Table 5 for species, amounts of seed and planting dates.

In March or April of the year following planting and as soon as the weather is suitable, replace all areas of temporary grass with permanent grass by plowing or overseeding using the no-till method. If the no-till method is used, ensure that temporary grass is less than 3 inches in height (this may be achieved by mowing). Additional mulch will be required only if the temporary grass does not provide adequate mulch to meet the requirements of Subsection 700.3.05.G, "Mulching".

Temporary grass, when required, will be paid for according to Section 163.

Projects that consist of asphalt resurfacing with shoulder reconstruction and/or shoulder widening: Type II Wood Fiber Blanket is used to stabilize disturbed areas, no till seeding will be used when permanent grassing is applied and the areas will not be re-disturbed.

D. Applying Agricultural Lime and Fertilizer Mixed Grade
Apply and mix lime and fertilizer as follows:

1. Agricultural Lime
Uniformly spread agricultural lime on the ground at the approximate rate determined by the laboratory soil test.
   a. Agricultural Lime may be used as filler material in mixed grade fertilizer in lieu of inert material. The use of agricultural lime as filler material is to be shown on the fertilizer bag or invoice from the supplier. Do not deduct any amount of fertilizer when lime is used as filler.

2. Fertilizer Mixed Grade
Uniformly spread the fertilizer selected according to Subsection 700.2.D over the ground or by use of hydroseeding. For bid purposes base estimated quantities on an initial application of 400 lb/acre of 19-19-19.

3. Mixing
Before proceeding, uniformly work the lime and fertilizer into the top 4 in (100 mm) of soil using harrows, rotary tillers, or other equipment acceptable to the Engineer.

On cut slopes steeper than 3:1, other than serrated slopes, reduce the mixing depth to the maximum practical depth as determined by the Engineer.

Omit mixing on serrated slopes.

4. Native Restoration Areas, Multitrophic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas
Omit the application of lime and fertilizer within riparian areas.
E. Seeding

Prepare seed and sow as follows:

1. Inoculation of Seed
   Inoculate each kind of leguminous seed separately with the appropriate commercial culture according to the manufacturer’s instructions for the culture.
   When hydroseeding, double the inoculation rate.
   Protect inoculated seed from the sun and plant it the same day it is inoculated.

2. Sowing
   Weather permitting, sow seed within 24 hours after preparing the seed bed and applying the fertilizer and lime.
   Sow seed uniformly at the rates specified in the seeding tables. Use approved mechanical seed drills, rotary hand seeder, hydroseeding equipment, or other equipment to uniformly apply the seed. Do not distribute by hand.
   To distribute the seeds evenly sow seed types separately, except for similarly sized and weighted seeds. They may be mixed and sown together.
   Do not sow during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet, or otherwise non-tillable.

3. Overseeding
   Temporary grass areas that were prepared in accordance with Subsection 700.3.05.A, may be overseeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing temporary grass without plowing or tilling soil and in accordance with Subsection 700.3.05.C.

4. Riparian Seed Mix shall be used when specified in the Plans. A mix of at least three (3) species from Seeding Table 3 (Native Grasses) and at least two (2) species from Seeding Table 4 (Approved Riparian Mitigation - Herbaceous Plants). The seed, shall be applied as Permanent Grassing within those areas designated on the Plans. The kinds of seed, shall be used according to the appropriate Planting Dates given in the tables.

F. Hydroseeding

Hydroseeding may be used on any grassing area. Under this method, spread the seed, fertilizer, and wood fiber mulch in the form of a slurry. Seeds of all sizes may be mixed together. Apply hydroseeding as follows:

1. Use wood fiber mulch as a metering agent and seed bed regardless of which mulching method is chosen. Apply wood fiber mulch at approximately 500 lbs/acre (560 kg/ha).

2. Prepare the ground for hydroseeding as for conventional seeding in Subsection 700.3.05.A.

3. Use specially designed equipment to mix and apply the slurry uniformly over the entire seeding area.

4. Agitate the slurry mixture during application.

5. Discharge slurry within one hour after being combined in the hydroseeder. Do not hydroseed when winds prevent an even application.

6. Closely follow the equipment manufacturer’s directions unless the Engineer modifies the application methods.

7. Mulch the entire hydroseeded area according to Subsection 700.3.05.F.1, above, and Subsection 700.3.05.G, below. Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas may be hydroseeded. When hydroseeding in these areas only use water, seed and wood fiber mulch.

G. Mulching

Except as noted in Subsection 700.3.05.B and Subsection 700.3.05.C, apply mulch immediately after seeding areas as follows:

Areas with permanent grass seed and covered with slope mats or blankets will not require mulch.

Evenly apply straw or hay mulch between 3/4 in and 1-1/2 in (20 mm and 40 mm) deep, according to the texture and moisture content of the mulch material.
Section 700-Grassing

Mulch shall allow sunlight to penetrate and air to circulate as well as shade the ground, reduce erosion, and conserve soil moisture. If the type of mulch is not specified on the Plans or in the Proposal, use any of the following as specified.

1. Mulch with Tackifier
   Apply mulch with tackifier regardless of whether using ground or hydroseeding equipment for seeding.
   a. Mulch uniformly applied manually or with special blower equipment designed for the purpose. When using a blower, thoroughly loosen baled material before feeding it into the machine so that it is broken up.
   b. After distributing the mulch initially, redistribute it to bare or inadequately covered areas in clumps dense enough to prevent new grass from emerging (if required).
      Do not apply mulch on windy days.
   e. Apply enough tackifier to the mulch to hold it in place. Immediately replace mulch that blows away.
      If distributing the mulch by hand, immediately apply the tackifier uniformly over the mulched areas.
      • Tackifier: Use a tackifier listed in the Laboratory Qualified Products Manual and apply at the manufacturer’s recommended rates.

2. Walked-in-Mulch
   Apply walked-in-mulch on slopes ranging in steepness from 5:1 to 2:1 and treat as follows:
   a. Immediately walk it into the soil with a cleated track dozer. Make dozer passes vertically up and down the slope.
   b. Where walked-in-mulch is used, do not roll or cover the seeds as specified in Subsection 700.3.05.E.3.

3. Apply only wheat straw mulch on Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas after they have been seeded. The wheat straw mulch is to be applied with a maximum thickness of 1 inch.

H. Sod

Furnish and install sod in all areas shown on the Plans or designated by the Engineer.

1. Kinds of Sod
   Use only Common Bermudagrass (Cyndon dactylon) or one of the following Bermudagrass varieties:
   • Tifway 419
   • Tifway II
   • Tift 94
   • Tifton 10
   • Midlawn
   • Midiron
   • GN-1
   • Vamont

No dwarf Bermuda types shall be used. Sod shall be nursery-grown and be accompanied with a Georgia Department of Agriculture Live Plant License Certificate or Stamp. Sod shall consist of live, dense, well-rooted material free of weeds and insects as described by the Georgia Live Plant Act.

2. Type And Size Of Sod:
   Furnish either big roll or block sod. Ensure that big roll sod is a minimum of 21 inches wide by 52 feet long.
   Minimum dimensions for block sod are 12 inches wide by 22 inches long. Ensure all sod consists of a uniform soil thickness of not less than 1 inch.

3. Ground Preparation
   Excavate the ground deep enough and prepare it according to Subsection 700.3.05.A to allow placing of sod. Spread soil, meeting the requirements of Subsection 893.2.01, on prepared area to a depth of 4 inches.

4. Application of Lime and Fertilizer
   Apply lime and fertilizer according to Subsection 700.3.05.D within 24 hours prior to installing sod.

5. Weather Limitation
Section 700-Grassing

Do not place sod on frozen ground or where snow may hinder establishment.

6. Install Sod

Install Sod as follows:
- Place sod by hand or by mechanical means so that joints are tightly abutted with no overlaps or gaps. Use soil to fill cracks between sod pieces, but do not smother the grass.
- Stake sod placed in ditches or slopes steeper than 2:1 or any other areas where sod slipping can occur.
- Use wood stakes that are at least 8 in (200 mm) in length and not more than 1 in (25 mm) wide.
- Drive the stakes flush with the top of the sod. Use a minimum of 8 stakes per square yard (meter) to hold sod in place.
- Once sod is placed and staked as necessary, tamp or roll it using adequate equipment to provide good contact with soil.
- Use caution to prevent tearing or displacement of sod during this process. Leave the finished surface of sodded areas smooth and uniform.

7. Watering Sod

After the sod has been placed and rolled or tamped, water it to promote satisfactory growth. Additional watering will be needed in the absence of rainfall and during the hot dry summer months. Water may be applied by Hydro Seeder, Water Truck or by other means approved by the Engineer.

8. Dormant Sod

Dormant Bermuda grass sod can be installed. However, assume responsibility for all sod through establishment and until final acceptance.

9. Establishment

Sod will be inspected by the Engineer at the end of the first spring after installation and at the time of Final Inspection. Replace any sod that is not live and growing. Any cost for replacing any unacceptable sod will be at the Contractor’s expense.

I. Application of Nitrogen

Apply nitrogen at approximately 50 lbs/acre (56 kg/ha) when specified by the Engineer after plants have grown to 2 inches (50 mm) in height.

One application is mandatory and must be applied before Final Acceptance.

Apply nitrogen with mechanical hand spreaders or other approved spreaders capable of uniformly covering the grassed areas. Do not apply nitrogen on windy days or when foliage is damp.

Do not apply nitrogen between October 15 and March 15 except in Zone 4.

1. Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas
   Do not apply nitrogen to these areas.

J. Application of Polyacrylamide (PAM)

1. Prepare soil according to project Plans and Specifications prior to applying PAM.
2. Apply PAM according to manufacturer’s recommendations and the requirements listed herein.
3. Apply Polyacrylamide (PAM) to all areas that receive permanent grassing.
4. Apply PAM (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
5. Use only anionic PAM.
6. Ensure that the application method provides uniform coverage to the target and avoids drift to non-target areas including waters of the state.
Section 700-Grassing

7. Achieve > 80% reduction in soil loss as measured by a rainfall simulator test performed by a certified laboratory (1 hour storm duration, 3 inches (75 mm) rainfall per hour).
8. Ensure uniform coverage to the target area and minimize drift to non-target areas. Apply anionic PAM to all cut and fill slopes, permanently grassed or temporarily grassed, either prior to grassing or in conjunction with hydroseeding operations. Mulch will not be eliminated.
9. Use application rates in accordance with manufacturer’s instructions.
10. Do not exceed 200 lbs/acre/year (224 kg/ha/year).
11. Do not include polyacrylamide when planting in Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas.

700.3.06 Quality Acceptance
The Engineer may require replanting of an area that shows unsatisfactory growth for any reason at any time.

Except as otherwise specified or permitted by the Engineer, prepare replanting areas according to the Specifications as if they were the initial planting areas. Use a soil test or the Engineer’s guidance to determine the fertilizer type and application rate, then furnish and apply the fertilizer.

700.3.07 Contractor Warranty and Maintenance

A. Plant Establishment
Before Final Acceptance, provide plant establishment of the specified vegetation as follows:

1. Plant Establishment
   Preserve, protect, water, reseed or replant, and perform other work as necessary to keep the grassed areas in satisfactory condition.
2. Watering
   Water the areas during this period as necessary to promote maximum growth.
3. Mowing
   Mow seeded areas of medians, shoulders, and front slopes at least every 6 months. Avoid damaging desirable vegetation.
   In addition, mow as necessary to prevent tall grass from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists.
   Do not mow lapsededaz or tall fescue until after the plants have gone to seed.
4. Do not mow riparian areas, stream restoration areas, or wetland and stream mitigation areas after planting.

B. Additional Fertilizer Mixed Grade
Apply fertilizer based on the initial soil test report at half the recommended rate each spring after initial plant establishment. For bid purposes apply 200 lbs/acre of 19-19-19. Continue annual applications until Final Acceptance. This additional fertilizer will be measured and paid for at the Contract Unit Price for fertilizer mixed grade.

Do not apply additional fertilizer to Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas.

C. Growth and Coverage
Provide satisfactory growth and coverage, ensuring that vegetation growth is satisfactory with no bare spots larger than 1 ft² (0.1 m²). Bare spots shall comprise no more than 1 percent of any given area. An exception is given for seed not expected to have germinated and shown growth at that time.

D. Permissible Modifications
When all Items of the work are ready for Final Acceptance except for newly planted repaired areas or other areas with insufficient grass, the Contractor may fill the eroded areas or treat bare areas with sod obtained, placed, and handled according to Subsection 700.3.05.H.
Carefully maintain the line and grade established for shoulders, front slopes, medians, and other critical areas.

Sod as described above will not be paid for separately, but will be an acceptable substitute for the satisfactory growth and coverage required under this Specification. These areas treated with sod are measured for payment under the Item for which the sod is substituted.

700.4 Measurement

A. Permanent Grassing
   Permanent Grassing will be measured for payment by the acre (hectare).

B. Mulches
   Straw or hay mulch applied to permanent grassing areas will be measured by the ton (megagram). Wood fiber mulch furnished by the Contractor for permanent grassing is not measured for separate payment.

C. Quantity of Sod
   Sod is measured for payment by the number of square yards (meters), surface measure, completed and accepted.

D. Water
   Water furnished and applied to promote a satisfactory growth is not measured for payment.

E. Quantity of Lime and Fertilizer Mixed Grade
   Lime and fertilizer are measured by the ton (megagram). Lime used as a filler in fertilizer is measured by the ton (megagram).

F. Quantity of Nitrogen Used for Permanent Grassing
   Nitrogen is measured in pounds (kilograms) based on the weight of fertilizer used and its nitrogen content.

G. Replanting and Plant Establishments
   No measurement for payment is made for any materials or work required under Subsection 700.3.06 and Subsection 700.3.07.

H. Temporary Grass
   Temporary grass is measured for payment by the acre (hectare) according to Section 163.

I. Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas
   Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian areas, Stream Restoration area, and Wetland and Stream Mitigation areas will be measured by the acre (hectare) and included under the pay item "Native Restoration and Riparian Seeding".

700.4.01 Limits
General Provisions 101 through 150.

700.5 Payment
As grassing and planting progress, the Contractor will receive full measurement and payment on regular monthly estimates provided the work complies with the Specifications.
A. **Permanent Grassing**

Permanent grassing will be paid for at the Contract Price per acre (hectare), complete and in place. Payment is full compensation for preparing the ground, seeding, wood fiber mulch, polyacrylamide, and providing plant establishment, soil tests and other incidentals.

B. **Straw or Hay Mulch**

Straw or hay mulch required for Permanent Grassing will be paid for according to Section 163.

C. **Fertilizer Mixed Grade**

Fertilizer mixed grade will be paid for at the Contract Price per ton (megagram). Payment is full compensation for furnishing and applying the material.

D. **Lime**

Lime will be paid for at the Contract Price per ton (megagram). Lime used as filler in fertilizer will be paid for per ton (megagram). Payment is full compensation for furnishing and applying the material.

E. **Nitrogen**

Nitrogen will be paid for at the Contract Price per pound (kilogram) of nitrogen content. Payment is full compensation for furnishing and applying the material.

F. **Sod**

Sod will be paid by the square yard (meter) in accordance with the following schedule of payments. Payment is full compensation for ground preparation, including addition of topsoil, furnishing and installing live sod, and for Plant Establishment.

1. 70% of the Contract Price per square yard will be paid at the satisfactory completion of the installation.
2. 20% of the Contract Price will be paid upon satisfactory review of sod which is healthy, weed free and viable at the inspection made at the end of the first spring after installation...
3. 10% of the contract price will be paid upon satisfactory review of sod that is healthy, weed free and viable at the Final Acceptance.

G. **Temporary Grass**

Temporary Grass will be paid for under Section 163.

H. **Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas**

Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian areas, Stream Restoration area, and Wetland and Stream Mitigation areas will be paid for at the Contract Price per acre (hectare), complete and in place. Payment is full compensation for preparing the ground, seeding, and providing plant establishment and other incidentals and included under the pay item “Native Restoration and Riparian Seeding”.

<table>
<thead>
<tr>
<th>Item No. 700</th>
<th>Description</th>
<th>Per acre (hectare)</th>
<th>Per ton (megagram)</th>
<th>Per ton (megagram)</th>
<th>Per pound (kilogram)</th>
<th>Per square yard (meter)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No. 700</td>
<td>Permanent grassing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No. 700</td>
<td>Agricultural lime</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No. 700</td>
<td>Fertilizer mixed grade</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No. 700</td>
<td>Fertilizer nitrogen content</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Item No. 700</td>
<td>Sod</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>
### Section 700-Grassing

<table>
<thead>
<tr>
<th>Item No. 700</th>
<th>Native Restoration and Riparian Seeding</th>
<th>Per acre (hectare)</th>
</tr>
</thead>
</table>

#### 700.5.01 Adjustments

General Provisions 101 through 150.

1030
Section 706—Turf Establishment

706.1 General Description
This work includes providing a hardy and permanent ground cover at designated locations. The cover is subject to the Engineer’s approval.

706.1.01 Definitions
General Provisions 101 through 150.

706.1.02 Related References

A. Standard Specifications
   Section 700—Grassing

B. Referenced Documents
   General Provisions 101 through 150.

706.1.03 Submittals
General Provisions 101 through 150.

706.2 Materials
Select a viable ground cover according to Section 700.

706.2.01 Delivery, Storage, and Handling
General Provisions 101 through 150.

706.3 Construction Requirements
706.3.01 Personnel
General Provisions 101 through 150.

706.3.02 Equipment
General Provisions 101 through 150.

706.3.03 Preparation
General Provisions 101 through 150.

706.3.04 Fabrication
General Provisions 101 through 150.

706.3.05 Construction
General Provisions 101 through 150.

706.3.06 Quality Acceptance
Refer to Subsection 700.3.06 “Quality Acceptance” and Subsection 700.3.07 “Contractor Warranty and Maintenance” for acceptance of a viable ground cover.

706.3.07 Contractor Warranty and Maintenance
General Provisions 101 through 150.
706.4 Measurement

No field measurements are required. Measurement is calculated from known dimensions as follows:

A. Type A—Grading and Drainage Projects

[Project length (PL) minus bridge and exception* length (BL)] times [right-of-way width or Engineer-specified width (RW) minus roadbed width (RBW)] equals ___ square feet divided by 43,560 ft²/acre equals pay quantity in acres.

[Project length (PL) minus bridge and exception* length (BL)] times [right-of-way width or Engineer-specified width (RW) minus roadbed width (RBW)] equals ___ square meters divided by 10,000 m² equals pay quantity in hectares.

\[(PL - BL) \times (RW - RBW) = \text{___ m}^2 \div 10,000 \text{ m}^2 = \text{pay quantity in hectares}\]

\[(PL - BL) \times (RW - RBW) = \text{___ ft}^2 \div 43,560 \text{ ft}^2/\text{acre} = \text{pay quantity in acres}\]

B. Type B: Base and Paving Projects

[Project length (PL) minus bridge and exception* length (BL)] times [unpaved shoulder width (SW) plus 6 ft for each roadway side (RS)] = ___ square feet divided by 43,560 ft²/acre = pay quantity in acres.

[Project length (PL) minus bridge and exception* length (BL)] times [unpaved shoulder width (SW) plus 1.8 m for each roadway side (RS)] = ___ square meters divided by 10,000 m² = pay quantity in hectares.

\[(PL - BL) \times (SW + 6RS) = \text{___ ft}^2 \div 43,560 \text{ ft}^2/\text{acre} = \text{pay quantity in acres}\]

\[(PL - BL) \times (SW + 1.8RS) = \text{___ m}^2 \div 10,000 \text{ m}^2 = \text{pay quantity in hectares}\]

C. Type C: Complete Project

[Project length (PL) minus (bridge and exception* length (BL)) times [right-of-way width or Engineer-specified width (RW) minus plan paved surface width (PPW)] equals square feet divided by 43,560 ft²/acre = pay quantity in acres.

[Project length (PL) minus (bridge and exception* length (BL)) times [right-of-way width or Engineer-specified width (RW) minus plan paved surface width (PPW)] equals square meters divided by 43,560 ft²/acre = pay quantity in hectares.

\[(PL - BL) \times (RW - PPW) = \text{___ ft}^2 \div 43,560 \text{ ft}^2/\text{acre} = \text{pay quantity in acres}\]

\[(PL - BL) \times (RW - PPW) = \text{___ m}^2 \div 10,000 \text{ m}^2 = \text{pay quantity in hectares}\]

*Exception means major road intersections and Plan exceptions, not side roads, drives, etc.

706.4.01 Limits

General Provisions 101 through 150.

706.5 Payment

The turf establishment area will be paid for at the Contract Price per acre (hectare). Payment is full compensation for equipment, labor, seed, fertilizer, and any other materials necessary to complete the Item.

Payment will be made under:

<table>
<thead>
<tr>
<th>Item No. 706</th>
<th>Turf establishment, type_______</th>
<th>Per acre (hectare)</th>
</tr>
</thead>
</table>

706.5.01 Adjustment

General Provisions 101 through 150.
Section 805—Rip Rap and Curbing Stone

805.1 General Description
This section includes the requirements for rip rap and curbing stone. Construction and material will be covered under the Special Provisions.

805.1.01 Related References

A. Standard Specifications
   General Provisions 101 through 150.

B. Referenced Documents
   AASHTO T 96
   AASHTO T 104
ASTM C 295  
ASTM D 5519  
805.2 Materials  
805.2.01 Rip Rap  

A. Requirements  

1. Aggregate Quality  
   All rip rap stone shall be made of sound, durable rock pieces that meet these requirements:  

<table>
<thead>
<tr>
<th>Aggregate Quality</th>
<th>Maximum Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abrasion loss “B” grading</td>
<td>65</td>
</tr>
<tr>
<td>Soundness loss</td>
<td>15</td>
</tr>
<tr>
<td>Flat and slabby pieces (length five times more than the average thickness)</td>
<td>5</td>
</tr>
<tr>
<td>Weathered and/or decomposed pieces and shale</td>
<td>5</td>
</tr>
</tbody>
</table>

2. Gradation for Stone-Dumped rip rap Type 1 and Type 3:  

<table>
<thead>
<tr>
<th>Severe Drainage Conditions or Moderate Wave Action (Type 1)*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Size By Volume</td>
<td>Approx. Weight</td>
</tr>
<tr>
<td>4.2 ft$^3$ (0.12 m$^3$)</td>
<td>700 lbs (320 kg)</td>
</tr>
<tr>
<td>1.8 ft$^3$ (0.05 m$^3$)</td>
<td>300 lbs (135 kg)</td>
</tr>
<tr>
<td>0.8 ft$^3$ (0.02 m$^3$)</td>
<td>125 lbs (55 kg)</td>
</tr>
<tr>
<td>Percent Smaller Than</td>
<td>100%, 50% - 90%, 20% - 65%</td>
</tr>
</tbody>
</table>

*Between 0% and 15% of the Type 1 rip rap shall pass a 4 in (100 mm) square opening sieve.

<table>
<thead>
<tr>
<th>General Use Normal Drainage Conditions (Type 3)*</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Size By Volume</td>
<td>Approx. Weight</td>
</tr>
<tr>
<td>1.0 ft$^3$ (0.03 m$^3$)</td>
<td>165 lbs (75 kg)</td>
</tr>
<tr>
<td>0.1 ft$^3$ (0.003 m$^3$)</td>
<td>15 lbs (7 kg)</td>
</tr>
<tr>
<td>Percent Smaller Than</td>
<td>100%, 10% - 65%</td>
</tr>
</tbody>
</table>

*Between 0% and 15% of the Type 3 rip rap shall pass a 2 in (50 mm) square opening sieve.

3. Stone for Plain Rip Rap  
   The stones shall be clean and free of rock dust and fines.  
   a. Process the stone so that the largest pieces have a volume of 2 ft$^3$ (0.06 m$^3$) or less.  
   b. Ten percent or less of the total rip rap weight can consist of spalls that pass a 5 in (125 mm) sieve.

B. Fabrication  

General Provisions 101 through 150.
C. Acceptance

Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent wear</td>
<td>AASHTO T 96</td>
</tr>
<tr>
<td>Petrographic analysis</td>
<td>ASTM C 295</td>
</tr>
<tr>
<td>Soundness (magnesium sulfate)</td>
<td>AASHTO T 104</td>
</tr>
</tbody>
</table>

D. Materials Warranty

General Provisions 101 through 150.

805.2.02 Curbing Stone

A. Requirements

4. Type A:
   Provide Type A curb that meets these requirements:
   a. Curb thickness and height as shown on the Plans
   b. Cut in lengths of not less than 5 ft (1.5 m) nor more than 10 ft (3 m)
   c. Tops dressed to an even, smooth surface for the full length
   d. Have straight, even edges
   e. Top sloped ¼ in (6 mm) from back to front
   f. Have squared ends to permit joints to be constructed not more than ½ in (13 mm) wide for the full depth of the curb.
   g. Backface hand dressed at least 4 in (100 mm) below that part of the back that will be exposed
   h. Front face hand dressed to a depth of 1 in (25 mm) below the indicated elevation of the base course, pavement or gutter
   i. Have ends of circular curb sections cut along radial lines to permit joints to be constructed not more than ½ in (13 mm) wide
   j. Circular curb conforms accurately to the required radius
   k. Dressed surfaces do not contain projections or depressions more than 3/8 in (10 mm) from the plane surface of the curb

5. Type B:
   Provide Type B curb that meets these requirements:
   a. Dimensions shall be 5 in (125 mm) thick, 17 in (425 mm) deep, and 5 ft (1.5 m) long, unless otherwise specified.
   b. Front face to have a top margin draught with a smooth face 10 in (250 mm) deep
   c. Have a smooth face (Note: A quarry face may be considered a smooth face if free from holes and all bumps exceeding allowed tolerances are pointed level
   d. Tops of curbs present even, smooth faces for the full length
   e. Have squared joints that when abutted with adjacent sections, present no crack or joint exceeding ½ in (13 mm) in width
   f. Have ends of circular curb sections cut along radial lines to permit joints to be constructed not more than ½ in (13 mm) wide
   g. Circular curb conforms accurately to the required radius
   h. The allowable tolerances for Type B Curb dimensions are as follows:
Section 812—Backfill Materials

812.1 General Description
This section includes the requirements for four types of material used as backfill: foundation backfill, Types I and II, imperfect trench backfill, Type III, and mechanically stabilized wall backfill.

812.1.01 Related References
A. Standard Specifications
   Section 810—Roadway Materials

B. Referenced Documents
   AASHTO T 27
   GDT 4
   GDT 6
   GDT 7
   GDT 67
   SOP 1

812.2 Materials
812.2.01 Foundation Backfill, Type I

A. Requirements
   1. Use natural or artificial mixtures of materials consisting of hard, durable particles of sand or stone, mixed with silt, clay and/or humus material for Type I backfill.
   2. Have the final blend of material meet the requirements of Class I or II soils in Subsection 810.2.01.

B. Fabrication
   General Provisions 101 through 150.
C. Acceptance

Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil gradation</td>
<td>GDT 4</td>
</tr>
<tr>
<td>Volume change</td>
<td>GDT 6</td>
</tr>
<tr>
<td>Maximum density</td>
<td>GDT 7 or GDT 67</td>
</tr>
</tbody>
</table>

D. Materials Warranty

General Provisions 101 through 150.

812.2.02 Foundation Backfill, Type II

A. Requirements

1. Type

Use material meeting the requirements of Section 800, Class A or B aggregate, and SOP 1. Crushed concrete may be used provided it meets the requirements of Section 800 that are applicable to Group 2 Aggregates.

Do not use backfill aggregate containing soil or decomposed rock.

2. Gradation

Use material meeting the following gradation requirements:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>% Passing by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2 in (37.5 mm)</td>
<td>100</td>
</tr>
<tr>
<td>1 in (25 mm)</td>
<td>80-100</td>
</tr>
<tr>
<td>No. 8 (2.36 mm)</td>
<td>0-5</td>
</tr>
</tbody>
</table>

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

Test as follows:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sieve analysis</td>
<td>AASHTO T 27</td>
</tr>
</tbody>
</table>

D. Materials Warranty

General Provisions 101 through 150.

812.2.03 Imperfect Trench Backfill, Type III

A. Requirements

1. Type

Use material made from either of the following for Type III backfill:

- A natural soil with a density of less than 95 lb/ft³ (1520 kg/m³) when tested with GDT 7
- An artificial mixture of soil and organic material, such as hay, leaves, or straw

1115
Section 862—Wood Posts and Bracing

862.1 General Description
This section includes the requirements for wood fence posts and bracing, and wood sign posts.

862.1.01 Related References
A. Standard Specifications
   Section 859—Guard Rail Components
   Section 863—Preservative Treatment of Timber Products

B. Referenced Documents
   ASTM A 525M
   QPL 50

862.2 Materials
862.2.01 Wood Fence Posts and Bracing

A. Requirements
   1. Type
      Use Southern Pine for wood posts and bracing. Use the dimensions specified on the Plans.
   2. Physical Characteristics
      Use posts and bracing that have the following characteristics:
      - Be round or sawed, but all posts on a single Project shall be the same.
      - Be cut from sound and solid trees and contain no unsound knots. Accept sound knots if the diameter of the
        knot does not exceed 1/3 of the diameter of the piece at the point where it occurs.
      - Be free from decayed wood, rot, and red heart, and a ring shake and season checks that penetrate at any
        point more than 1/4 the diameter of the piece, or are greater than 1/4 in (6 mm) wide.
      - Show at least four annual rings per 1 in (25 mm), and at least 1/3 summerwood unless using Southern Pine
        veneer cores.
      - Have no short or reverse bends.
   3. Draw a line from the center of the top to the center of the butt. The line shall not fall outside the body of the post, nor
      be more than 2 in (50 mm) from the geometric center of the post at any point.
Section 862-Wood Posts and Bracing

4. The maximum allowable change in diameter of the post shall not exceed 1-1/2 in (38 mm) in 10 ft (3 m).

5. Accessories
   Use metal caps to cover the tops of the posts. Use caps that are at least 0.008 in (0.20 mm) thick.
   Use material that is aluminum or galvanized steel with 1.25 oz/ft³ (380 g/m²) coating according to ASTM A 525M.
   Use caps only when required by the Plans.

B. Fabrication
   1. Peel all posts and bracing for their full length. Remove all bark and inner skin.
   2. Trim knots close to the body of the post before treatment.
   3. Saw all butts and tips square. For posts that will be driven, you may make the butt end pointed before treatment.
   4. Seasoning and Preservative Treatment
      Treat all posts according to the requirements of Section 863.

C. Acceptance
   Check QPL 50 for pre-approved manufacturers that supply materials compliant with this Specification.

D. Materials Warranty
   General Provisions 101 through 150.

862.2.02 Wood Sign Posts

A. Requirements
   1. Unless otherwise specified, surface wood sign posts on all four sides to the dimensions specified.
      a. Ensure wood sign posts meet the same quality requirements as wood guard rail posts in Subsection 859.2.04,
         "Wood Guard Rail Posts and Offset Blocks."
      b. Ensure posts do not vary from the specified length by more than ± 1 in (25 mm).
      c. Trim both ends of the posts.
   2. Accessories
      Use metal caps to cover the tops of the posts. Use caps that are at least 0.008 in (0.20 mm) thick.
      Use material that is aluminum or galvanized steel with 1.25 oz/ft³ (380 g/m²) coating according to ASTM A 525M.
      Use caps only when required by the Plans.

B. Fabrication
   1. Seasoning and Preservative Treatment
      Bore and frame posts before treating them. Treat the posts according to the requirements of Section 863.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.
Section 881—Fabrics

881.1 General Description
This section includes the requirements for the following fabrics:

- Plain cotton duck
- Rubber-impregnated cotton duck
- Burlap and cotton bags
- Plastic filter fabric
- Pavement reinforcement fabric
- Silt fence filter fabric

881.1.01 Related References

A. Standard Specifications
   Section 106—Materials Certification

B. Referenced Documents
   Federal Specification CCC-C 419 Type III
   ASTM D 36
   ASTM D 146
   ASTM D 412
   ASTM D 1777
   ASTM D 3786
   ASTM D 4355
   ASTM D 4632, GRAB
   ASTM D 4751

1291
ASTM D 4833
GDT 87
GDT 88
GDT 95
QPL 28
QPL 36
QPL 40
QPL 47

881.2 Materials

881.2.01 Plain Cotton Duck

A. Requirements
   1. Use plain cotton duck meeting the requirements of Federal Specification CCC-C 419 Type III.
   2. Ensure the duck weighs at least 8 oz./yd² (270 g/m²).

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.

881.2.02 Rubber-Impregnated Cotton Duck

A. Requirements
   1. Use preformed rubber-impregnated fabric pads made of multiple layers of 8 oz (270 g) cotton duck, impregnated and bound with high quality natural rubber, or made of equivalent materials compressed into resilient pads of uniform thickness.
   2. Use enough plies to reach the specified thickness after compression and vulcanizing.
   3. Ensure the finished pad withstands compression loads of not less than 10,000 psi (70 MPa) when applied perpendicular to the plane of the laminations. Ensure the pad does not extrude or harmfully reduce in thickness.

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.
881.2.03 Burlap Bags

A. Requirements
   1. Use burlap bags made of at least 95 percent jute and manila fibers.
   2. Use burlap weighing 8 to 18 oz/10 ft² (250 to 550 g/m²).
   3. Use bags with a capacity of 1 to 2 ft³ (0.03 to 0.06 m³).

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.

881.2.04 Cotton Bags

A. Requirements
   1. Use cotton bags with Osnaburg 40 x 26 thread count and a nominal fabric weight of 6.8 oz/yd² (230 g/m²).
   2. Use bags having 1/2 in (13 mm) sewn seams with at least 1 stitch per 1/5 in (5 mm).
   3. Use 4 or 5 ply, 12 cotton yarn or equivalent for the stitches.
   4. Ensure seam efficiency is at least 80 percent. Ensure the inside measurements tolerance is ± 1/2 in (13 mm).

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.

881.2.05 Plastic Filter Fabric

A. Requirements
   1. Use pervious sheets of plastic yarn made from a long-chain synthetic polymer. Use polymer composes of at least 85 percent by weight of propylene, ethylene, amide, ester, or vinylidene chloride.
   Use a sheet of plastic yarn containing stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultra-violet and/or heat exposure.
   2. Ensure the fabric is finished so that the filaments will retain their relative position with respect to each other.
   3. Use fabric without defects, rips, holes, or flaws.
   4. Use fabric meeting the following physical requirements for woven and non-woven fabric:
Use fabric evaluated by the National Transportation Product Evaluation Program (NTPEP).

5. Seams
   a. Get approval on the seams from the Engineer before use on a Project.
   b. Use fabric sewn with thread of the same chemical requirements as the fabric, or use fabric bound with cement or heat. Either have the fabric bound or sewn at the point of manufacture or at a location approved by the Engineer.
   c. Seam Uses: You may use one seam in edge drain and underdrain applications.
      You may bond or sew fabric together to form sections at least 6 ft (1.8 m) wide for use under rip rap or behind retaining walls.

6. Fabric Use
   a. Use woven fabrics beneath rip rap when dropping stone from 3 ft (1 m) or less.
   b. You may use woven fabrics that meet the flow rate for edge drains.
   c. Use non-woven fabrics to line edge drains, underdrains, or behind retaining walls, where specified.
   d. Do not use non-woven fabrics for filter beneath rip rap.

B. Fabrication

   General Provisions 101 through 150.

C. Acceptance

Test according to the following:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Puncture resistance</td>
<td>ASTM D 4833</td>
</tr>
<tr>
<td>Tensile strength, elongation, grab strength</td>
<td>ASTM D 4632</td>
</tr>
<tr>
<td>Bursting strength</td>
<td>ASTM D 3786</td>
</tr>
<tr>
<td>Percent open area</td>
<td>GDT 88</td>
</tr>
<tr>
<td>Flow rate</td>
<td>GDT 87</td>
</tr>
</tbody>
</table>
Section 881-Fabrics

1. See OPL 28 for acceptable woven and non-woven fabrics meeting the requirements of this Specification. See OPL 47 for acceptable Geocomposite wall drains.

2. The Department will reject any fabrics that meet this Specification but fail to perform in actual use.

D. Materials Care and Warranty

Wrap fabric in burlap or similar heavy duty protection during shipment and storage to protect it from mud, dirt, dust, and debris.

881.2.06 Pavement Reinforcement Fabric

A. Requirements

Type I and Type II Pavement Reinforcement Fabric

1. Use pavement reinforcement fabric that has the following properties:

   - Is non-woven, heat-resistant material composed of polypropylene or polyester fibers
   - Can be saturated with asphalt cement
   - Can be placed smooth with mechanical devices and be without wrinkles
   - Can withstand the heat of asphaltic concrete mixes during paving operations
   - Can withstand normal field handling and construction operations without damage
   - Meets the following physical requirements. The bid item or Plans will indicate which type of fabric is required for a Project.

<table>
<thead>
<tr>
<th>Property</th>
<th>Type I</th>
<th>Type II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength, minimum</td>
<td>90 lbs (400 N)</td>
<td>125 lbs (555 N)</td>
</tr>
<tr>
<td>Elongation at break</td>
<td>40% min., 100% max.</td>
<td>40% min., 100% max.</td>
</tr>
<tr>
<td>Asphalt retention, minimum</td>
<td>0.18 gal/yd² (0.8 L/m²)</td>
<td>0.28 gal/yd² (1.3 L/m²)</td>
</tr>
</tbody>
</table>

2. Submit a certificate from the manufacturer showing the physical properties of the material used and how it meets this Specification. Submit the certificate according to Subsection 106.05, “Materials Certification.”

3. Demonstrate to the Department that fabric meeting the physical properties requirements of this Specification has been used successfully in installations with similar environmental and Project conditions.

   - For a list of sources, see OPL 40.

High Strength Pavement Reinforcement Fabric

1. Use pavement reinforcement fabric with the following properties:

   - Is a flexible, water-resistant, high-density asphaltic membrane laminated between two layers of high strength, heat resistant polypropylene or polyester fabric.
   - Can be placed smooth with mechanical devices and be without wrinkles.
   - Can withstand the heat of asphaltic concrete mixes during paving operations.
   - Can withstand normal field handling and construction operations without damage.
   - Has a self-adhesive backing adhered to a film release liner.
   - Meets the following physical requirements. The bid item or Plans will indicate which type of fabric is required for a Project.
<table>
<thead>
<tr>
<th>Width, minimum</th>
<th>18 in (450 mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength, minimum</td>
<td>1,800 lbs/in² (12 MPa)</td>
</tr>
<tr>
<td>Elongation</td>
<td>20% to 50%</td>
</tr>
<tr>
<td>Softening Point (Asphaltic membrane), minimum</td>
<td>190 °F (87 °C)</td>
</tr>
<tr>
<td>Caliper</td>
<td>0.135 inch (3.43 mm)</td>
</tr>
<tr>
<td>95% retained after loading</td>
<td></td>
</tr>
<tr>
<td>Pliability (Cold Flex)</td>
<td>No Separation</td>
</tr>
<tr>
<td>2&quot; (50 mm) X 5&quot; (125 mm) specimen, condition</td>
<td></td>
</tr>
<tr>
<td>specimen at 0 °F (-18 °C) for 1 hour, 180° bend on 2&quot; (50 mm) mandrel</td>
<td></td>
</tr>
</tbody>
</table>

2. Submit a certificate from the manufacturer showing the physical properties of the material used and how it meets this Specification. Submit the certificate according to Subsection 106.05, “Materials Certification.”

3. Demonstrate to the Department that fabric meeting the physical properties requirements of this Specification has been used successfully in installations with similar environmental and Project conditions.
   - For a list of sources, see OPL 40.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

Type I and Type II Pavement Reinforcement Fabric

Test according to the following:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength</td>
<td>ASTM D 4632 Grab</td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM D 4632 Grab</td>
</tr>
<tr>
<td>Asphalt retention</td>
<td>GDT 95</td>
</tr>
</tbody>
</table>

High Strength Pavement Reinforcement Fabric

Test according to the following:

<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength</td>
<td>ASTM D 412</td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM D 412</td>
</tr>
<tr>
<td>Softening Point</td>
<td>ASTM D 36</td>
</tr>
<tr>
<td>Caliper</td>
<td>ASTM D 1777</td>
</tr>
<tr>
<td>Pliability (Cold Flex)</td>
<td>ASTM D 146</td>
</tr>
</tbody>
</table>

D. Materials Warranty

General Provisions 101 through 150.
881.2.07 Silt Fence Filter Fabric

A. Requirements

1. Use approved silt fence from OPL 36.
   a. Type "A" and "B" Fences: Use either woven or nonwoven filter fabric for Type "A" and "B" fences. If using woven fabric, the fabric may have slit tape yarns in one direction (warp or fill) only.
   b. Type "C" Fences: Use non-calendered woven fabric constructed with monofilament yarns only.

   NOTE: Approved fabrics must consistently exceed the minimum requirements of this Specification as verified by the Office of Materials and Research. If a fabric is removed from the Qualified Products List, do not use it in the work until the Department has reestablished the product's acceptability.

2. Ensure silt fence filter fabrics have the following characteristics:
   - Has strong rot-proof synthetic fibers formed into either a woven or non-woven fabric
   - Has no treatment or coating that might significantly alter its physical properties after installation
   - Contains stabilizers and/or inhibitors to make the filaments resistant to deterioration resulting from exposure to sunlight or heat
   - Makes a pervious sheet of synthetic fibers oriented into a stable network so that the fibers retain their relative position with respect to each other under normal handling, installation, and service conditions
   - Has finished fabric edges to prevent the outer yarn from pulling away from the fabric
   - Has no defects or flaws that would significantly affect its physical and/or filtering properties
   - Meets the following physical or dimensional requirements:

<table>
<thead>
<tr>
<th>Type Fence</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elongation (% Max.)</td>
<td>40</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Apparent opening size (max. sieve size)</td>
<td>No. 30 (600 um)</td>
<td>No. 30 (600 um)</td>
<td>No. 30 (600 um)</td>
</tr>
<tr>
<td>Flow rate, gal/min/ft² (L/min/m²)</td>
<td>25 (1015)</td>
<td>25 (1015)</td>
<td>70 (2850)</td>
</tr>
<tr>
<td>Ultraviolet stability (2)</td>
<td>80</td>
<td>80</td>
<td>80</td>
</tr>
<tr>
<td>Bursting strength, psi (kPa)</td>
<td>175 (1200)</td>
<td>175 (1200)</td>
<td>175 (1200)</td>
</tr>
<tr>
<td>Minimum fabric width</td>
<td>36 in (914 mm)</td>
<td>22 in (559 mm)</td>
<td>36 in (914 mm)</td>
</tr>
</tbody>
</table>

1. Minimum roll average of five specimens.
2. Percent of required initial minimum tensile strength.

3. Use silt fence filter fabrics evaluated by the National Transportation Product Evaluation Program (NTPEP).

B. Fabrication

The fabric may be manufactured with pockets for posts, hems with cord, or with posts pre-attached using staples or button head nails.

Ensure the fabric has the manufacturer's name and product trade name labeled on the fabric at a minimum of 25 ft (7.6 m) intervals. Ensure the fabric has a color yarn mark in the fabric 14 inches (355 mm) ± 0.5 inch (12 mm) from both top and bottom ends for Type A and C and 8 inches (203 mm) ± 0.5 inch (12 mm) from both top and bottom ends for Type B fabric.

C. Acceptance

Test according to the following:
<table>
<thead>
<tr>
<th>Test</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile strength</td>
<td>ASTM D 4632</td>
</tr>
<tr>
<td>Elongation</td>
<td>ASTM D 4632</td>
</tr>
<tr>
<td>Apparent opening size</td>
<td>ASTM D 4751</td>
</tr>
<tr>
<td>Flow Rate</td>
<td>GDT 87</td>
</tr>
<tr>
<td>Ultraviolet stability</td>
<td>ASTM D 4632 (after 300 hours weathering according to ASTM D 4355)</td>
</tr>
<tr>
<td>Bursting strength</td>
<td>ASTM D 3786, Diaphragm Bursting Strength Tester</td>
</tr>
</tbody>
</table>

**D. Materials Care and Warranty**

Wrap fabric in a heavy-duty protective covering during shipment and storage to protect it from mud, dirt, dust and debris.

Do not expose fabric to temperatures greater than 140 °F (60 °C).

**881.2.08 Filter Fabric for Embankment Stabilization**

See Special Provision.
Section 894—Fencing

894.1 General Description
This section includes the requirements for the following types of fence and fencing accessories:

- Chain link fence
- Woven wire fence
- Barbed wire
- Ground rods
- Field fencing
- Silt fabric fencing

894.1.01 Related References

A. Standard Specifications
   Section 862—Wood Posts and Bracing
   Section 881—Fabrics

B. Referenced Documents

<table>
<thead>
<tr>
<th>ASTM</th>
<th>AASHTO</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 116</td>
<td>A 239</td>
</tr>
<tr>
<td>A 121</td>
<td>A 584</td>
</tr>
<tr>
<td>A 123/A 123M</td>
<td>A 585</td>
</tr>
<tr>
<td>A 153/A 155M</td>
<td>A 702</td>
</tr>
<tr>
<td></td>
<td>F 1043</td>
</tr>
<tr>
<td></td>
<td>M 111</td>
</tr>
<tr>
<td></td>
<td>M 181</td>
</tr>
<tr>
<td></td>
<td>M 232/ M 232M</td>
</tr>
</tbody>
</table>

1320
894.2 Materials

894.2.01 Chain Link Fence

A. Requirements

Use zinc or aluminum coated steel fabrics, fittings, accessories, and posts for chain link fence conforming to the following requirements:

1. Fence Fabric
   Use woven wire with reasonably uniform 2 in (50 mm) square mesh. Ensure that the mesh has parallel sides and horizontal and vertical diagonals of uniform dimensions. Use the wire size specified on the Plans or in the Proposal.
   a. Zinc Coated: Use steel fabric that conforms to AASHTO M 181. Ensure that the wire and hot-dip coating conform to AASHTO M 181, Type I, Class C.
   b. Aluminum Coated: Use steel fabric conforming to AASHTO M 181. Ensure the wire and coating conform to AASHTO M181, Type II.

2. Fittings and Accessories
   a. Tension Wire: Use wire that conforms to AASHTO M 181. Use wire coated according to AASHTO M 181, Section 25.2 for aluminum coated fabric. Use wire coated according to AASHTO M 181, Section 3.5.2 for zinc-coated fabric.
   b. Fittings: Use fittings conforming to AASHTO M 181.
      1) Ensure fittings or accessories not included in AASHTO M 181 conform to industry standards for heavy, industrial-type fences.
      2) Hot-dip the materials in zinc with AASHTO M 111 Grade 50 Coating. For aluminum coated fabric, you may use materials made from Aluminum Alloy 360, die-cast, or Sand Alloy 356, ZG61A, or Tenzalloy.
      3) Use bolts and nuts that conform to industry standards and are zinc coated with the hot-dip process according to AASHTO M 232/ M 232M.

3. Posts, Rails, and Braces
   Use posts, rails, and braces that conform to AASHTO M 181 and ASTM F 1043. Diameter, wall thickness, and weight must conform to ASTM F 1043, Figure 2, Summary of Requirements for Industrial Fence, and the physical tolerance and material requirements must conform to AASHTO M 181. Do not use Light Industrial/Commercial Fence as detailed in ASTM F 1043, Figure 3. Check the Plans for specifications on posts used for special applications. Use special posts that conform to AASHTO M 181 or that are approved by the Office of Materials and Research.

4. Gates
   Use support posts and gate frames as designated on the Construction Detail or Project Plans. Use gate materials that meet the requirements of Subsection 894.2.01.A.3.
   a. Use the same coating requirements as for the fence posts. Coat gate frames after completing all welding.
   b. Use fittings and hinges conforming to Subsection 894.2.01.A.2.b.

B. Fabrication

Ensure that the chain link fence fabric is produced by recognized, good commercial practices.

1. Apply the zinc or aluminum coating to the fabric in a continuous process. Do not apply in roll form.
2. Carefully inspect the coated fabric visually, both before and after weaving, to determine the coating quality.

C. Acceptance

The Department will reject chain link fabric that has excessive roughness, blisters, sal ammoniac spots, bruises, flaking, bare spots, or other obvious defects to any considerable extent.
D. Materials Warranty

General Provisions 101 through 150.

894.2.02 Woven Wire Fence

A. Requirements

1. Fabric
   Use fabric that meets the requirements of ASTM A 116, Design Number 1047-6-11, with Class 3 coating.
   a. Ensure that the galvanizing is uniform.
   b. Ensure that less than 5 percent of the joints are deficient in zinc coating, as determined by ASTM A 239.
   c. You may use aluminum coated steel that meets the requirements of ASTM A 584, Design Number 1047-6-11, for the woven wire fence fabric.

2. Posts
   Use steel or wood posts of the sizes shown on the Plans.
   a. Use wood posts that meet the requirements of Subsection 862.2.01.
   b. Use steel posts and bracing that meet the requirements of ASTM A 702. Galvanize posts and braces with the hot-dip method according to ASTM A 123/A 123M.

3. Certification
   Furnish a certification to the Engineer from the manufacturer that shows the physical properties of the materials.

4. Accessories
   Galvanize the following accessories according to ASTM A 153/ A 153M. Use 0.80 oz./ft² (245 g/m²) as the galvanizing minimum. Galvanize other accessories as necessary or specified on the Plans.
   a. Wire Fasteners: Use fasteners that meet the requirements of ASTM A 702.
   b. Tension Wire: Use No. 11 gauge wire.
   c. Staples: Use No. 9 gauge staples 1-1/2 in (38 mm) long.
   d. Nails: Use 1 in (25 mm) roofing nails to fasten metal caps to wooden posts.

5. Gates
   Use support posts and gate frames of the size designated on the Construction Detail or Project Plans.
   a. Use a frame that is an all welded unit. Ensure that the gate is galvanized after welding with 2 oz./ft² (610 g/m²) of spelter coating.
   b. Use hinges, latches, and other accessories of good commercial quality that are coated as in Subsection 894.2.02.A.4.

B. Fabrication

1. Ensure that the woven wire fence fabric is produced by methods recognized as good commercial practices.

2. Carefully inspect the galvanized fabric to determine the zinc coating quality.

C. Acceptance

The Department will reject woven wire fabric that has excessive roughness, blisters, sal ammoniac spots, bruises, flaking, bare spots, or other obvious defects to any considerable extent.

D. Materials Warranty

General Provisions 101 through 150.
894.2.03 Barbed Wire

A. Requirements
   1. Galvanized Steel Barbed Wire
      Use wire that meets the requirements of ASTM A 121 and has a Class 3 zinc coating.
   2. Aluminum Coated Steel Barbed Wire
      Use wire that meets the requirements of ASTM A 585.
   3. Posts
      Use posts as specified in Subsection 894.2.02.A.2 for barbed wire fence.

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.

894.2.04 Ground Rods

A. Requirements
   1. Use ground rods that are 9/16 to 5/8 in (14 to 16 mm) diameter and at least 8 ft (2.4 m) long, unless otherwise shown on the Plans.
   2. Ensure that the ground rods are galvanized steel with a minimum coating of 2 oz./ft² (610 g/m²) according to the requirements of ASTM A 153/A 153M.

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.

894.2.05 Field Fencing (Woven Wire and Barbed Wire)

A. Requirements
   1. Definition
      Field fencing designates replacement fencing outside the Right of Way or temporary fencing inside the Right of Way, provided you do not reuse the materials for permanent fencing inside the Right of Way.
   2. Fence fabric
      Use woven wire fabric that meets the requirements of ASTM A 116 Design No. 939-6-12-1/2, and has a Class I coating, unless otherwise designated.
   3. Barbed wire
      Use wire that meets the requirements of ASTM A 121 and has a Class I coating. Use the same number of barbed wire strands as the existing or replaced fence, or as specified in the Plans.
4. Posts

Use either galvanized steel, painted steel, or treated timber of the dimensions and spacing shown on the Construction Detail or Plans.

5. Gates

Use posts, frame material, hinges, and fittings of acceptable commercial quality. Get approval from the Engineer before use.

6. Use the Special Plan Details and/or Special Provisions for any special design of the field fence.

B. Fabrication

General Provisions 101 through 150.

C. Acceptance

1. Get approval from the Engineer for all materials. Ensure that the materials are of an acceptable commercial quality and are equivalent in quality to the fence being replaced or to the existing fence, as applicable.

2. Do not send materials to the laboratory unless requested by the Engineer or required by the Plans.

D. Materials Warranty

General Provisions 101 through 150.

894.2.06 Silt Fabric Fencing

A. Requirements

1. Fabric


   b. Use a woven wire support fence or a polypropylene support mesh with Type “C” fence.

      1) Woven Wire Support Fence

         a. Ensure the woven wire support fence is at least 26 inches (660 mm) high with at least 6 horizontal wires.

         b. Ensure the vertical wires have a maximum spacing of 12 in (155 mm).

         c. Ensure the top and bottom wires are at least 10 gauge (2.49 mm) and all other wires are at least 12-1/2 gauge (2.03 mm). Use Washburn and Moen Standard requirements for determining wire gauge.

         d. You may use other designs subject to approval by the Office of Materials and Research.

      2) Polypropylene Support Mesh

         a. Ensure the polypropylene support mesh is sewn to the fabric 2 in (50 mm) ± 1 in (25 mm) from top and bottom of fabric and 11 in (279 mm) ± 1 in (25 mm) from top and bottom of fabric. Use a T-90 black polyester thread to sew mesh to fabric with a lock stitch at 5 to 7 stitches per inch.

         b. Ensure the height of the polypropylene support mesh is at least 36 in (914 mm) with a plus tolerance of 1 in (25 mm).

         c. Ensure the polypropylene support mesh minimum tensile strength in the machine direction is 60 lb/3 inches and 72 lb/3 inches in the transverse direction.

         d. Ensure minimum average weight of the polypropylene support mesh is 10.3 lb/1000 ft².

         e. Ensure the average strand count of the polypropylene support mesh in the machine direction is 9.0 ± 1.5 per 10 inches and 14.5 ± 0.7 per 10 inches in the transverse direction.

         f. Ensure the polypropylene support mesh contains stabilizers and/or inhibitors that make the mesh resistant to deterioration from exposure to sunlight or heat.

2. Posts

Use post sizes and types as determined by the type of fence being installed. Generally hardwood posts will be limited to ash, hickory, or oak. Other hardwoods may be acceptable if approved by the Office of Materials and Research.
Section 894-Fencing

a. Type “A” Fence: Use either wood or steel posts that are at least 4 ft (1.2 m) long.
   1) If using soft wood, use posts that are at least 3 in (75 mm) in diameter or nominal 2 x 4 in (33 x 89 mm) and straight enough to provide a fence without noticeable misalignment.
   2) If using hardwood, use posts that are 1-1/2 x 1-1/2 in (38 x 38 mm) with a minus tolerance of 3/8 in (9 mm) providing the cross sectional area is at least 2.15 in 2 (1385 mm2).
   3) If using steel, use posts that are “U,” “T,” or “C” shaped with a minimum weight of 1.15 lb/ft (1.7 kg/m), and have projections for fastening the fence to the posts.

b. Type “B” Fence: Use either wood or steel posts that are at least 3 ft (900 mm) long.
   1) If using soft wood, use posts that are at least 2 in (50 mm) in diameter or nominal 2 x 2 in (33 x 33 mm).
   2) If using hardwood, use posts that are 1 x 1 in (25 x 25 mm) with a minus tolerance of 1/4 in (6 mm) providing the cross sectional area is at least 0.95 in 2 (610 mm2).
   3) If using steel posts, use types “U,” “T,” or “C” shapes with a minimum weight of 0.75 lb/ft (1.1 kg/m).

c. Type “C” Fence:
   1) Woven Wire Supported: Use only steel posts with a minimum length of 4 ft (1.2 m). Use “U,” “T,” or “C” shaped posts with a minimum weight of 1.15 lb/ft (1.7 kg/m). Use posts that have projections for fastening the woven wire and filter fabric.
   2) Polypropylene Mesh Supported: Use either wood or steel posts that are at least 4 ft (1.2 m) long.
      a. If using soft wood, use posts that are at least 3 in (75 mm) in diameter or nominal 2 x 4 in (33 x 89 mm) and straight enough to provide a fence without noticeable misalignment.
      b. If using hardwood, use posts that are 2 x 2 in (50 x 50 mm) with a minus tolerance of 1/4 in (6 mm) providing the cross sectional area is at least 3.28 in 2 (2120 mm2).
      c. If using steel posts, use “U,” “T,” or “C” shaped posts with a minimum weight of 1.15 lb/ft (1.7 kg/m). Use posts that have projections for fastening the woven wire and filter fabric.

   **NOTE: You must use woven wire or polypropylene mesh to provide extra support for Type “C” fence installations.**

3. Fasteners for Wooden Posts
   a. Wire Staples: Use staples that are at least 17 gauge (1.37 mm), legs at least 1/2 in (13 mm) long, and a crown at least 3/4 in (19 mm) wide.
   b. Nails: Use nails that are at least 14 gauge (2.03 mm), 1 in (25 mm) long, with button heads of at least 3/4 in (19 mm).

B. Fabrication
   General Provisions 101 through 150.

C. Acceptance
   General Provisions 101 through 150.

D. Materials Warranty
   General Provisions 101 through 150.
PROJECT# RFB2018-21 (Project #RM010) Concrete Bridge Culvert Repair Jackson Trail Road over Barber Creek

SUBMITTED TO: Barrow County Board of Commissioners

SUBMITTED BY: ___________________________(Hereinafter called “Bidder”)

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

Barrow County Board of Commissioners:

Having carefully examined the Request For Bid and Specifications for RFB2018-21, as well as the premises and conditions affecting the Work, the undersigned proposes to furnish all services, labor and materials as called for by RFB2018-21, and complete all Work within 120 days of generation of a Notice To Proceed, in accordance with said documents, for a total bid amount of (complete Page 2 and furnish with Page 1):

__________________________________________ ($______________)

Included and attached is a Bid Bond in the amount of five percent (5%) of this Bid.

Signed, sealed, and dated this _____ Day of _____________, 2017.

Bidder: __________________________(Seal)
(Company Name)

By: ________________________________

Title: ______________________________

By: ________________________________

Title: ______________________________
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Item</th>
<th>Unit</th>
<th>Unit No.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Erosion Control: To Include Type “C” Woven Filter Fabric Silt Fence, Temporary Seed and Mulch, Baled Straw, Prior To And During Construction For All Disturbed Areas</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>2</td>
<td>Remove And Dispose All Items Necessary For Construction And Installations. This Includes, But Is Not Limited To, Concrete Forms, Silt-Sand &amp; Embankment Material, vegetation/trees within 10 ft. of structure</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>3</td>
<td>Shoring Along With The Construction Of A Diversion Channel If Diversion Of The Creek Is Required</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>4</td>
<td>Provide And Pressure Install Grout Into Undermining Damage Of Existing Culvert Barrels</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>5</td>
<td>Provide, Form, Pour-In-Place, And Finish Class “A” Reinforced Concrete For Undermining of one (1) Existing Southwest Inlet WingWall, Two (2) Existing Outlet Wingwalls.</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>6</td>
<td>Epoxy Pressure Injection For (1) Crack in existing Northwest Wingwall</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>7</td>
<td>Provide &amp; Install Backfill and Type 1 Granite Stone Rip Rap At Inlet scour/erosion behind southwest wingwall, Type 1 Rip Rap for Inlet &amp; Outlet End Protection. Also Include Woven Plastic Filter Fabric With Securing Pins &amp; A Cushioning Layer Of Concrete Sand Under Rip Rap</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>8</td>
<td>Permanent Turf Establishment At Disturbed Areas</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
<tr>
<td>9</td>
<td>Traffic Control (Barrow County Will Perform Closure Of The Road And Detour Signs If Required)</td>
<td>Lump Sum</td>
<td>100%</td>
<td>$___________</td>
</tr>
</tbody>
</table>

Total $_______________
BID BOND

BARROW COUNTY, GEORGIA

BIDDER (Name and Address):
____________________________________

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

OWNER (hereinafter referred to as the “County” (Name and Address):

Barrow County, Georgia
30 North Broad Street
Winder, Georgia 30680

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):
____________________________________

BOND
BOND NUMBER:
DATE (Not later that Bid due date):
PENAL SUM: ______________________ (Words)                      (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, 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
____________________________________(Seal)
Bidder’s Name and Corporate Seal

By: ______________________________________
Signature and Title:

Attest: _____________________________
Signature and Title:

SURETY
____________________________________(Seal)
Surety’s Name and Corporate Seal

By: _____________________________
Signature and Title:

(Attach Power of Attorney)

Attest: _____________________________
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 County or any other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County 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 County) 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 County 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 County) 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 County; or
   3.3 The County 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 County, 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 County 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.

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.
COUNTY ROAD CONSTRUCTION SERVICES AGREEMENT FOR
CONCRETE BRIDGE REPAIR JACKSON TRAIL ROAD OVER BARBER CREEK
(PROJECT # RM010)

This County Road Construction Services Agreement (the “Agreement”) is made and entered into this ___ day of ____, 20___ (the “Effective Date”), by and between BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”) and ______________________, a ______________________ (hereinafter referred to as the “Contractor”), collectively referred to herein as the "Parties”.

W I T N E S S E T H:

WHEREAS, under authority granted to it by the Georgia General Assembly as codified in the Official Code of Georgia Annotated (“O.C.G.A.”) § 32-4-42, the County desires to retain a contractor to perform services for a Project regarding the construction, maintenance, administration, or operation of one or more County roads or activities incident thereto, as defined below; and

WHEREAS, the County, in accordance with O.C.G.A. § 32-4-60 et seq., solicited bids for the Project pursuant to the Request for Bids, dated November 22, 2017, maintained on file with the Purchasing Department.

WHEREAS, the Contractor submitted a complete and timely bid, attached hereto as “Exhibit A” and incorporated herein by reference, and met all bid requirements such that the County awarded RFB2018-21 CONCRETE BRIDGE REPAIR JACKSON TRAIL ROAD OVER BARBER CREEK (PROJECT # RM010) to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) 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, the County 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, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance

1
of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements 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**

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

A. Request for Bids, (a true and correct copy of which has been provided to Contractor with original maintained on file with the County Purchasing Department);

B. Bid Documents from Contractor, dated ___________ ____, ______, attached hereto as “Exhibit A”;

C. Scope of Work, (a true and correct copy of which has been provided to Contractor with original maintained on file with the County Purchasing Department);

D. Any required Performance Bond and/or Payment Bond, attached hereto collectively as “Exhibits B.1 and B.2”;

E. Noncollusion Affidavit of Prime Bidder, attached hereto as “Exhibit C”;

F. Final Affidavit, attached hereto as “Exhibit D”;

G. Alien Employment affidavits, attached hereto as “Exhibits E.1 and E.2”;

H. Plans, drawings and specifications (included in the RFP referenced in 1.A. above), with any modifications (if issued), attached hereto as “Exhibit F”;

I. Additional Payment/Retainage Requirements, attached hereto as “Exhibit G”;

J. Key Personnel, attached hereto as “Exhibit H”;

K. Contract Administration provisions (if issued), attached hereto as “Exhibit I”;

L. General Conditions (if issued), attached hereto as “Exhibit J”;

M. Supplementary Conditions (if issued), attached hereto as “Exhibit K”;

N. Notice of Award, attached hereto as “Exhibit L”;
Section 2. Project Description

A. Project. A general description of the Project is as follows: RFB2018-21 CONCRETE BRIDGE REPAIR JACKSON TRAIL ROAD OVER BARBER CREEK (PROJECT # SR050), which is described generally as repair of the two-barrel concrete bridge culvert located on Jackson Trail Road over Barber Creek (the “Project”).

Section 3. The Work

A. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of work, location of structure, culvert information, pictures, GA D.O.T. deficiency report, GA D.O.T. specifications and Bid Form, included in the RFB2018-21 and elsewhere in the Contract Documents for the Project, a true and correct copy of which has been provided to Contractor with original maintained on file in the County Purchasing Department. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services 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 proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and 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 County, as determined by the County in its sole discretion, shall govern.

B. Notice to Proceed. The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the Expected Date of Final Completion (defined in Section 4(A) below). 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.

C. Plans; Drawings and Specifications. The plans, drawings and specifications, a true
and correct copy of which has been provided to Contractor with original maintained on file in the County Purchasing Department, are hereby acknowledged by the Parties and incorporated herein by reference.

D. **Shop Drawings, Product Data, and Samples.** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

(i) “Shop Drawings” are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(ii) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(iii) “Samples” are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator’s approval of Shop Drawings, Product Data, Samples or similar submittals, unless the
Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator’s approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator’s attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator’s attention to such additional revisions, the Contract Administrator’s approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the County and Contract Administrator and shall be delivered to the Contract Administrator or County upon completion of the Work.

Section 4. Contract Term: Liquidated Damages: Expedited Completion: Partial Occupancy or Use

A. Contract Term. The term of this Agreement (“Term”) shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). 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 within five (5) business days of the Commencement Date provided by the County and the Parties intend that all Work shall be completed on or before one hundred and twenty (120) days following the commencement date specified in the Notice to Proceed. Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the fiscal year in which this Agreement is executed, 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 County on June 30 of each year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent year absent the County’s provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.
B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County 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 County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One hundred and fifty dollars and 00/100 Dollars ($150.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, 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 County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County 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 County 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 County’s approval and such approval is provided in writing by the County.

D. Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall
not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

A. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $_________.__ (the “Maximum Contract Price”), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount specified in **Exhibit A**, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.

B. **Additional Payment Requirements.** Additional payment requirements are included as “**Exhibit G**”, attached hereto and incorporated herein by reference.

C. **Material Deviations.** 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 County before charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

D. **Taxes.** The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor’s request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. **Change Orders**

A. **Change Order Defined.** A “Change Order” means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.

B. **Right to Order Changes.** The County 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 County. 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 County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

C. Change Order Requirement. 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 County and the Contractor.

D. Authority to Execute Change Order. The County Manager has authority to execute, without further action of the Barrow County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than Twenty-five Thousand Dollars (\$25,000.00), must be approved by resolution of the Barrow County Board of Commissioners.

E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were
performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.

B. Meetings. The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of three (3) full business 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 failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County’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 County and the Project in accordance with County’s requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

D. Proper Execution by 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 federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia’s Open Records Act (O.C.G.A. § 50-18-70, et seq.). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator’s services or expenses, will be provided at Contractor’s expense and at no additional cost to the County. This provision shall survive termination of this Agreement.

It is the Contractor’s responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the County in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.
The Contractor’s duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor’s skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) Contractor Familiarity with Work. 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. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the County, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor 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. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and County in writing. Contractor represents that it has given the County written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the County is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and County in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions,
inconsistencies, or ambiguities against the County. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations.

(ii) **Inspection of Prior Work.** If part of the Contractor’s Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii) **Contractor Requests for Information.** If, with undue frequency (as determined by the County in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the County for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F. **Supervision, Inspection and Construction Procedures.** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and
shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor’s subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the County and Contract Administrator in writing.

G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

H. 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 County.

I. County’s Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the
Contractor and that therefore, the County bears no responsibility for Contractor’s Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County 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 principles.

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

K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator’s request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor’s expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County’s expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor’s expense, unless the condition was caused by the County, in which event the County shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from
accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be charged to the Contractor.

M. Contractor’s Representative. _________________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative.

N. 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 County. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants or subcontractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; 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 benefits and 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. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the County 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 County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform Work related to this Agreement.

Inasmuch as the County 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 County’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 County without the express knowledge and prior written consent of the County.
O. **Responsibility of Contractor and Indemnification of County.** 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 County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County’s elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission 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 not the act or omission 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 an Indemnified Party. 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 an Indemnified Party, by any employee of the Contractor, its 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 Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

P. **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 County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.
(2) **Minimum Limits of Insurance**: Contractor shall maintain the following insurance policies with coverage and limits no less than:

(a) **Commercial General Liability**: $1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

(b) **Commercial Automobile Liability (owned, non-owned, hired)**: $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) **Workers’ Compensation and Employers’ Liability**: Workers’ Compensation policy with limits as required by the State of Georgia and Employers’ Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia’s Workers’ Compensation Act, Contractor must secure Workers’ Compensation coverage approved by both the State Board of Workers’ Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers’ Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

If higher limits are maintained by Contractor than shown above, the County shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.
(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) General Liability, Automobile Liability and Umbrella Liability Coverage.

(i) Additional Insured Requirement. The County and County’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party” and collectively “Insured Parties”) shall be named as additional 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 Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

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

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

(iv) Separate Coverage. Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
(v) Defense Costs/Cross Liability. 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) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(b) Workers’ Compensation Coverage: The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(c) All Coverages:

(i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days’ prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

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

(iii) Incorporation of Indemnification Obligations. Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
(6) Verification of Coverage: Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor’s insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County 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 prior to the expiration of the coverage.

(7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(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, and have an effective date which is on or prior to the Effective Date.

(9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. Bonds. In accordance with O.C.G.A. § 32-4-69, for road construction/maintenance contracts valued at five thousand dollars ($5,000.00) or more, or in any other instance where the County has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment Bonds on the forms attached hereto as “Exhibits B.1 and B.2” 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 this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

R. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the
Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

S. Employment of Unauthorized Aliens Prohibited – *E-Verify Affidavit*. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **“Exhibits E.1 and E.2”** (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 its subcontractors have registered with, are authorized to use and use 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, and that they will continue to use the federal work authorization program throughout the contract period, or

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **“Exhibit E.1”**, and submitted such affidavit to County or provided the County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, 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 Georgia Department of Labor Rule 300-10-1-.02.

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 E.2”**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County 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 five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, 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 County 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 County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 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 and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, 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.

T. Records, Reports and Audits.

(1) Records:

   (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement (“Records”) shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this
Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement 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 County any and all Records in the form requested by the County. All Records stored on a computer database must be of a format compatible with the County’s computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County’s representative(s) for examination all Records. The Contractor will permit the County or County’s representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County’s representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County’s office. Further, Contractor shall permit the County or County’s representative(s) to observe and inspect any or all of Contractor’s facilities and activities during normal hours of business for the purpose of evaluating Contractor’s compliance with the terms of this Agreement. In such instances, the County or County’s representative(s) shall not interfere with or disrupt such activities.

U. Confidentiality. Contractor acknowledges that it may receive confidential information of the County 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 County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County’s disclosure of documentation is governed by Georgia’s Open Records 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.

V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or 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. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the County within ten (10) days after issuance.

W. Key Personnel. All of the individuals identified in “Exhibit H”, attached hereto, 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 H”, without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County’s decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County’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 paragraph shall constitute a material breach of Contractor’s obligations under this Agreement and shall be grounds for termination.

X. 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.

Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor (“Materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The
Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

Z. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County

A. Right of Entry. County shall provide for right of entry for Contractor and Contractor’s equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. County’s Representative. ________________________________ shall be authorized to act on County’s behalf with respect to the Work as the County’s designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

A. Final Project Documents. Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors’ and manufacturers’ warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County.

B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents.
Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within ______ year(s) (the “Warranty Period”) from the date of Final Completion (as defined in “Exhibit G”, attached hereto and incorporated herein by reference) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for ______ year(s) (the “Maintenance Period”) from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor’s continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written bid for such services being executed by authorized representatives of both Parties, and upon execution, such bid for additional services shall be incorporated herein by this reference.

Section 10. Termination

A. For Convenience. The County 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.

B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County’s failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least seven (7) calendar days’ written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further,
this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.

D. Payment. Provided that no damages are due to the County for Contractor’s failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County 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 Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and 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, County 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 shall pay the difference to the County.

E. Assumption of Contracts. The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

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

G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to the County 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 County.

H. Reservation of Rights and Remedies. The rights and remedies of the County 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. County’s Rights; Contractor Default

A. County Rights Related to the Work.

(i) County’s Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) County’s Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County’s expenses and compensation for the Architect/Engineer’s and/or Contract Administrator’s additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor’s obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds $100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.
In the event of Contractor’s default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

Section 12. Construction Administration

If a Contract Administrator other than the County has been hired in relation to the Project, the Contract Administrator’s administration of the construction of the Project shall be as described in “Exhibit I”, attached hereto. The Contractor agrees to the construction administration provisions contained in “Exhibit I.”

Section 13. Miscellaneous

A. Complete Agreement. This Agreement, including all of 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 or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia or the U.S. District Court for the Northern District of Georgia – Gainesville Division, and Contractor submits to the jurisdiction and venue of such court.

C. 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.

D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or 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 that may for any reason be hereafter declared invalid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. **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 County 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 calendar 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 Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

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

Barrow County
County Manager
Barrow County Historic Courthouse
30 N. Broad Street
Winder, GA 30680

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

________________________________________
________________________________________

G. **Waiver of Agreement.** No failure by the County 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 County at variance with the
terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. **Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County’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 of County’s elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County 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, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

K. **Force Majeure.** Neither the County 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, or 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.** Subject to the provision of this Agreement regarding assignment, 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.

O. **Agreement Construction and Interpretation.** Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

P. **Material Condition.** Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

Q. **Use of Singular and Plural.** Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

**IN WITNESS WHEREOF,** the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR: ________________

By: ______________________________________

Print Name: _________________________________

Its:

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

___________________________________________

Print Name: _________________________________

Its:          ______________________________________

((Assistant) Corporate Secretary if corporation)

BARROW COUNTY, GEORGIA

By: ______________________________

________________________, Chairman

[COUNTY SEAL]

Attest:

___________________________________________

Print Name: _________________________________

Its:   County Clerk
“EXHIBIT A”

BID DOCUMENTS FROM CONTRACTOR
“EXHIBITS B.1 AND B.2”

PAYMENT AND PERFORMANCE BONDS
“EXHIBIT B.1”

PERFORMANCE BOND

BARROW COUNTY

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 Barrow County, Georgia (as OWNER, hereinafter referred to as the
“County”), for the use and benefit of the County, 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 County for the construction of a project known as RFB2018-21 Concrete Bridge Culvert
Repair Jackson Trail Road over Barber Creek (Project #RM010) (hereinafter referred to as
“the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter
referred to as the “CONTRACT”).

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 County 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 County 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 or 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) calendar days after written notice from the County 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 County.

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 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, as set forth below.
CONTRACTOR ("Principal"):

____________________________________

By: __________________________ (signature)

____________________________________ (print)

Title: __________________________ (SEAL)

Date: __________________________

Attest:

___________________________ (signature)

___________________________ (print)

Title: ______________________

Date: ______________________

CONTRACTOR’S SURETY:

____________________________________

By: __________________________ (signature)

____________________________________ (print)

Title: __________________________ (SEAL)

Date: __________________________

Attest:

___________________________ (signature)

___________________________ (print)

Title: ______________________

Date: ______________________

(ATTACH SURETY’S POWER OF ATTORNEY)
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 Barrow County, Georgia (as OWNER, hereinafter referred to as the
“County”), 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 County for the construction of a project known as **RFB2018-21 Concrete Bridge Repair**
**Jackson Trail Road over Barber Creek (Project #RM010)** (hereinafter referred to as “the
PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter
referred to as the “CONTRACT”).

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 County, or the filing of a Lien against the property of the County 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 Contract.

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, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR:

____________________________
By: __________________________ (signature)
__________________________ (printed)
Title: __________________________ (SEAL)
Date: __________________________

Attest:
______________________ (signature)
______________________ (printed)
Title: _________________
Date: _________________

CONTRACTOR’S SURETY:

_________________________
By:  _________________________ (signature)
_________________________ (printed)
Title:  _________________________ (SEAL)
Date:  __________________________

Attest:
_____________________ (signature)
_____________________ (printed)
Title: ________________
Date: _______________

(ATTACH SURETY’S POWER OF ATTORNEY)
“EXHIBIT C”
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _________________
COUNTY OF _______________

________________________________________, 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 of 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 or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or 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 fix any overhead, profit or cost element of the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County 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, including this Affiant.

(6) Bidder has not directly or indirectly violated any law, ordinance or regulation related to the Bid.

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _______ DAY OF
__________, 20___.

_____________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
STATE OF __________________
COUNTY OF ________________

TO BARROW COUNTY, 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 __________________________ for Barrow County, Georgia 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 Barrow County, Georgia 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 E.1”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF __________________
COUNTY OF __________________

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 Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

Federal Work Authorization User Identification Number
_______________________________________

Date of Authorization
_______________________________________

Name of Contractor
_______________________________________

Name of Project
_______________________________________

Barrow County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _________, 20___ in __________ (city), __________ (state).

_______________________________________
Signature of Authorized Officer or Agent

_____________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT E.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF _______________
COUNTY OF _______________

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 Barrow County 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:

Federal Work Authorization User Identification Number
_________________________________

Date of Authorization
_________________________________

Name of Subcontractor
_________________________________

Name of Project
_________________________________

Barrow County, Georgia Name of Public Employer
_________________________________

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ________ ___, 201__ in _____(city), ______(state).

Signature of Authorized Officer or Agent
_________________________________

Printed Name and Title of Authorized Officer or Agent
_________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ________ DAY OF
______________, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT F”

PLANS, DRAWINGS AND SPECIFICATIONS

Plans, drawings and specifications (a true and correct copy of which has been provided to Contractor as included in the RFP maintained on file with the County Purchasing Department), with any modifications (if issued), attached hereto as “Exhibit F”.
A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

(i) “Substantial Completion” means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).

(ii) “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.

(iii) “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.

(iv) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. Payment for Work Completed and Costs Incurred. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the County (which approval shall be given at the sole discretion of the County), such materials and equipment suitably stored, insured, and protected off site at a location approved by the County in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs 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.

The County shall pay the Contractor within thirty (30) calendar days after approval of the invoice by County staff, less any retainage as described in Section D below. No payments
will be made for unauthorized work. 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 County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor’s expense.

C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor’s applications for payment and will either issue to the County a Certificate for Payment (with a copy of the Contractor’s application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and County in writing of the Contract Administrator’s reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the County. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the County shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the County in its sole discretion. The County shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the County, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the County of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

D. Final Payment and Retainage. The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety percent (90%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County. Payment for the remaining ten percent (10%) of Work completed and covered by such invoices shall be retained by the County until Substantial Completion. Once fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County, no additional retainage shall be withheld, except as provided below. All amounts retained by the County shall be held as a lump sum until Substantial Completion of the Work, regardless of earlier completion of individual component(s) of the Work; provided, however, that, at the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the County determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the County, the Contractor and subcontractors shall be entitled to resume
withholding retainage accordingly. At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within thirty (30) days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor’s retainage in the same manner as the Contractor’s retainage is reduced by the County; provided, however, that the value of each subcontractor’s work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor’s receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor’s retainage in the same manner as the subcontractor’s retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor’s work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required
by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.
“EXHIBIT H”

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:

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“EXHIBIT I”

CONTRACT ADMINISTRATION PROVISIONS

(if issued)
“EXHIBIT J”

GENERAL CONDITIONS

Please refer to the Project Manual, Specifications and Scope of Work attached hereto or otherwise incorporated herein.
“EXHIBIT K”

SUPPLEMENTARY CONDITIONS

(Not Applicable to this Agreement)
“EXHIBIT L”

NOTICE OF AWARD
NOTICE OF AWARD

TO: ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________
   ______________________________________

PROJECT TITLE:  RFB2018-21 – CONCRETE BRIDGE CULVERT REPAIR JACKSON TRAIL ROAD OVER BARBER CREEK (PROJECT # RM010)

Barrow County Board of Commissioners (Owner) has considered the Bid submitted by you for the above described Project which was opened and read on _________, 2017. 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 Barrow County’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: Misty Landers, Finance Department, Barrow County Board of Commissioners, 30 North Broad Street, Winder, GA. 30680.

Dated this _________ day of __________, 20_____.

BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

By: ______________________________________
    Michael R. Renshaw, County 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: RFB2018-21 – CONCRETE BRIDGE CULVERT REPAIR
JACKSON TRAIL ROAD OVER BARBER CREEK (PROJECT # RM010)

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 _____________, 20____.

BY: ______________________________, Michael R. Renshaw, County Manager
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

Receipt of the above “Notice to Proceed” is hereby acknowledged by_____________________
____________________________________________________ this the _____ day of
______________, 20___.

BY: ___________________________ (CONTRACTOR)
TITLE: __________________________
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;
NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF

COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be
Cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their
derivations shall have the meaning provided herein. When no inconsistent with the context,
words used in the present tense include the future, words in the plural number included the
singular number and words in the singular number include the plural number.

(A) "Board" means the Barrow County Board of Commissioners.

(B) "Board of Ethics" means the Barrow County Board of Ethics as formed and
described herein.

(C) "Business Entity" means any business of whatever nature regardless of how
designated or formed, whether a sole proprietorship, partnership, joint venture,
association, trust, corporation, limited liability company, or any other type of
business enterprise and whether a person acting on behalf of, or as a
representative or agent of, the business entity.

(D) "Confidential Information" means any information that, by law or practice, is not
reasonably available to the public.

(E) "County Official" means the Barrow County Board of Commissioners, any
member
of a board, commission or authority appointed by the Board, the Chief of
Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) "Employee" means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) "Family" means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) "Interest" means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

(1) His or her family;

(2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;

(3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or employee.

(1) "Official Act" or "Official Duties" means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

Section One.

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

Section Two.

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

Section Three.

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

Section Four.

Seek to find and employ more efficient and economical ways of getting tasks accomplished.
Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven.

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine.

Expose corruption wherever discovered.

Section Ten.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A.§ 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:
Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member’s official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.
**Section Eight.**

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

**Section Nine.**

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

**ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES**

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

**Section One. Compliance with Applicable Law.**

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

**Section Two. Conflict of Interest Transactions.**

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

(B) Barrow County shall not enter into any contract involving services or property with a County Official or Employee or with a business entity in which the County Official or an Employee has an interest. Provided that the disclosure and abstention provisions set forth herein are followed, this paragraph shall not apply to the following:

(1) The designation of a bank or trust company as a depository for county funds;

(2) The borrowing of funds from any bank or lending institution which offers competitive rates for such loans;

(3) Contracts entered into with a business which employs a consultant, provided that the consultant's employment with the business is not incompatible with this Ordinance;

(4) Contracts for services entered into with a business which is the only available source for such goods or services; and

(5) Contracts entered into under circumstances that constitute and emergency situation, provided that a record explaining the emergency is prepared by the Board and submitted to the Chief of Operations (or his/her equivalent) to be kept on file.
Section Three. **Financial Disclosures.**

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four. **Zoning Application Disclosures.**

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A.§ 36-67A-1, *et seq.*, as it may be amended from time to time.

Section Five. **Disclosures Related to Submission of Bids or Proposals for County Work or Contract.**

Persons submitting bids or proposals for county work who have contributed $250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six. **Withholding of Information.**

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

Section Seven. **Incompatible Service.**

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless
otherwise permitted by law and unless public disclosure is made.

**Section Eight. Unauthorized Use of Public Property.**

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

**Section Nine. Political Recrimination and Activity.**

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official’s daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) **Seeking elective office.** A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a
request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) *Political campaign involvement.* A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) *Solicitation of contributions.* A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

**Section Ten. Appearance Before County Entities.**

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.
Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve. Solicitation or Acceptance of Gifts.

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

(1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.

(2) An occasional gift from a single source of $101.00 or less in any calendar year.

(3) Ceremonial gifts or awards.
(4) Gifts of advertising value only or promotional items generally distributed
    To public officials.

(5) Awards presented in recognition of public service.

(6) Reasonable expenses of food, travel, lodging and scheduled entertainment
    for a meeting that is given in return for participation in a panel or speaking
    engagement at the meeting.

(7) Courtesy tickets or free admission extended for an event as a courtesy or
    for ceremonial purposes, given on an occasional basis and not to include
    season tickets of any nature.

(8) Gifts from relatives or members of the County Official or Employee’s
    household.

(9) Honorariums or awards for professional achievement.

(10) Courtesy tickets or free admission to educational seminars, educational or
    information conventions or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed
legislation or action before the Board shall immediately disclose publicly the nature and extent
of such interest.

Any other County Official or Employee who has a financial or personal interest in any
proposed legislation or action before the Board and who participates in discussion with or
gives an official opinion or recommendation to the Board in connection with such proposed
legislation or action shall disclose publicly the nature and extent of such interest.
Section Fourteen. Abstention to Avoid Conflicts of Interest.

(A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.

(B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.

(C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

(A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.

(B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:
(C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on The effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;

(D) One appointee of the Barrow County Personnel Review Board; and

(E) One appointee of the Barrow County Board of Commissioners, which appointee Shall be selected by a majority vote of the Board of Commissioners.

Section Two. Appointment Procedures.

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made
In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

Section Three. Qualifications of Members of Board of Ethics.

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

(A) Resides in the County and is a registered voter;

(B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment or be the spouse, parent, child or sibling of an Employee or County Official;

(C) Is not an officer or employee of any political party;

(D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

Section Four. Terms; Vacancies.

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this
Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

Section Five.  Removal of Member.

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

Section Six.  Organization and Internal Operating Regulations.

(A) Members of the Board of Ethics shall not be compensated.

(B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.

(C) There shall be no regularly scheduled monthly or bimonthly meetings of the
Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

(D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.

(E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

(A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.

(B) To receive and hear complaints of violations of standards required by this Ordinance.

(C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.

(D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
(E) To perform any other function authorized by this Ordinance.

(F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. Counsel.

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. Adherence to the Ethics Ordinance.

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.
Section Eleven.  Prohibition Against Certain Conflicting Political Activity.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) "Member of the Board of Ethics" means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

(2) "Political Party" means a national political party, a state political party, a political action committee, and/or any affiliated organization.

(3) "Election" includes a primary, special and general election.

(4) "Nonpartisan Election" means:

(a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

(b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character

(5) "Partisan" when used as an adjective, refers to a political party.

(6) "Political Fund" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or
anything of value or transfers money or anything of value to any other

fund, political party, candidate, organization, political action committee
or other entity.

(7) **Contribution** means any gift, subscription, loan, advance, deposit of
money, allotment of money, or anything of value given or transferred by
one person to another, including in cash, by check, by draft, through a
payroll deduction or allotment plan, by pledge or promise, whether or
not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in
political activity to the widest extent consistent with the restrictions imposed in
this Section, which restrictions are imposed for the sole purpose of ensuring
neutrality and the appearance of neutrality of the Board of Ethics. Each member
of the Board of Ethics retains the right to:

(1) Register and vote in any election;

(2) Participate in the nonpartisan activities of a civic, community, social,
labor, or professional organization or of a similar organization;

(3) Be a member of a political party or other political organization and
participate in its activities to the extent consistent with law;

(4) Attend a political convention, rally, fundraising function, or other
political gathering;

(5) Sign a political petition as an individual;

(6) Make a financial contribution to a political party or organization;

(7) Take an active part, as a candidate or in support of a candidate, in a
nonpartisan election;

(8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;

(9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

(1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.

(2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:

(a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

(b) Organize or reorganize a political party organization or political club;

(c) Directly or indirectly solicit, receive, collect, handle, disburse, or
account for assessments, contributions or other funds for a partisan political purpose;

(d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;

(e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;

(f) Become a candidate for, or campaign for, an elective public office in a partisan election;

(g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;

(h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;

(i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;

(k) Serve as a delegate, alternate or proxy to a political party convention;

(l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan
candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

(3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

Section Twelve. Limitation of Liability.

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

Section Thirteen. Advisory Opinion.

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:
(A) Any person may file a complaint alleging a violation of any of the provisions of
This Ordinance by submitting it to the Chief of Operations (or his/her equivalent),
who shall immediately deliver such complaint to the Chairman of the Board of
Ethics or his or her designee. A copy of such complaint shall immediately be
forwarded by registered mail to the County Official or Employee against whom
the complaint was filed. The complaint must be supported by affidavits based on
personal knowledge, shall set forth such facts as would be admissible in
evidence, and shall show affirmatively that the affiant is competent to testify to
the matters stated therein. All documents referred to in an affidavit(s) should be
attached to the affidavit(s). The person filing the complaint shall verify the
complaint by his or her signature thereon. A complaint must be filed within six (6)
months of the date the alleged violation is said to have occurred, or in case of
concealment or nondisclosure within six (6) months of the date the alleged
violation should have been discovered after due diligence. In the event the Board
of Ethics makes an initial determination that a complaint is technically deficient,
the Board of Ethics shall submit a list of deficiencies to the complainant and offer
the complainant the opportunity to correct the deficiencies within seven (7) days
prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or
Employee against whom the complaint was filed may reply to the complaint
within thirty (30) days, unless such time for reply is extended by the Board of
Ethics upon good cause shown. The response of the County Official or
Employee must be supported by affidavits based on personal knowledge, must
set forth such facts as would be admissible in evidence and must show
affirmatively that the affiant is competent to testify to the matters stated therein.

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

(C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible sources(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

(E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.

(F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems
Necessary to fulfill its obligations under this Ordinance.

Section Fifteen. Disciplinary Action.

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

1. Written warning or reprimand;
2. Suspension without pay;
3. Termination of employment; and
4. Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

1. Written warning, censure or reprimand;
2. Removal from office to the extent provided by Georgia law; and
3. Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought with ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the

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issuance of bonds, notes or other evidence of public obligation under this Ordinance.

(D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.

(E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

Section Sixteen. Judicial review.

(A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

(B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service
System, to the extent the County Official or employee may be subject to the 
Civil Service System.

**ARTICLE SIX: MISCELLANEOUS**

**Section One.**  **Severability.**

If any provision of this Ordinance is found by a court of competent jurisdiction to be 
invalid or unconstitutional, or if the application of this Ordinance to any person or 
circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality 
shall not affect other provisions or applications of this Ordinance which can be given effect 
without the invalid or unconstitutional provision or application.

**Section Two.**  **Repealer**

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this 
Ordinance are repealed.

**Section Three.**  **Effective Date.**

The effective date of this Ordinance shall be July 1, 2004.

**AMENDED:**

Article Five, Section 1, Subparagraph (A)  January 25, 2005

Article Five, Section 6, Subparagraph (C)  January 8, 2008