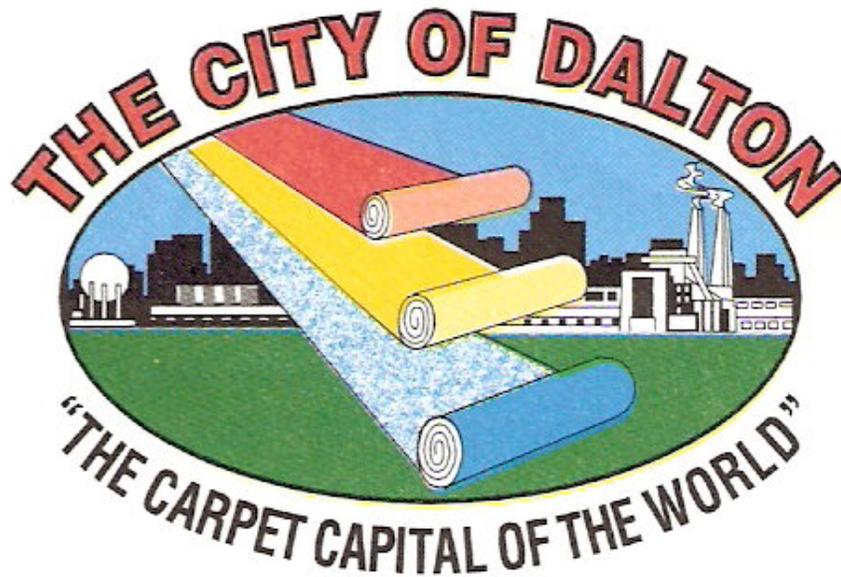


**CITY OF DALTON, GEORGIA**



**CONTRACT DOCUMENTS**

For  
**PROJECT:**

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

**CITY OF DALTON PUBLIC WORKS DEPARTMENT  
PO BOX 1205  
DALTON, GEORGIA 30722**

**ADVERTISEMENT FOR BID**

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

Sealed bids will be received by the City of Dalton Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722 until:

TUESDAY, FEBRUARY 16, 2021 AT 2:00 PM

for the furnishing of all materials, labor, tools, skill, equipment and incidentals unless noted otherwise for the construction of the project entitled:

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

at which time and place the sealed bids will be publicly opened and read aloud.

Bids received after the designated time will not be considered.

The principal items of construction include:

The site is +/- 1.0 acres and is located between Covie Ridge and Winton Drive, Dalton, Georgia. It is a part of Stonewood Chase subdivision. Stormwater runoff from the site drains to the north and then to Mill Creek. The owner plans to construct a detention pond to attenuate the peak flow for the immediate drainage basin. The project will also include the installation of downstream pipe network and stormwater improvements from the detention pond to Winton Drive. Approximately 1.1 acres will be disturbed during construction. The work shall be done as directed by the plans developed by Richards & Associates Engineering, Inc. (RAE). All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents and State and Federal Law.

The bid package, specifications, and contract documents for this project are open to public inspection at the City of Dalton Public Works Department located at 535 Elm Street, Dalton, Georgia 30721. The Public Works Department may be contacted by telephone at (706) 278-7077 or by mail at P.O. Box 1205, Dalton, Georgia 30722.

One Contract shall be awarded covering all work, and the contract completion date for this project is June 30, 2021. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

Contract documents, plans, and the bid package for this project may be obtained electronically via the City of Dalton's webpage <http://www.daltonga.gov>.

Should a bidder choose to download the bid package from the City of Dalton webpage, please send a written request to be added to the Project "Bidder's List" by sending an email request to: [melliott@daltonga.gov](mailto:melliott@daltonga.gov).

Bids must be accompanied by a Certified Check or Bid Bond in an amount equal to not less than five percent (5%) of the bid to be considered.

No bid may be withdrawn after the scheduled closing time for receiving bids for a period of sixty (60) days.

The Owner reserves the right to reject any or all bids (and/or alternates) and to waive formalities and re-advertise.

CITY OF DALTON, GEORGIA

BY \_\_\_\_\_  
Megan Elliott  
Project Engineer

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SEPTEMBER 15, 2020

## SECTION 0100 – INFORMATION FOR BIDDERS

### 0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT  
300 W. WAUGH STREET, DALTON, GEORGIA 30722 until FEBRUARY 16, 2021  
AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities to reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 0102 PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in numerals for unit prices and for total amounts.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. In accordance with State Law (O.C.G.A 13-10-91 & 50-36), **ALL SEALED BIDS MUST INCLUDE EXECUTED E-VERIFY AND SAVE AFFIDAVITS.** THESE DOCUMENTS CAN BE FOUND IN THE BID PROPOSAL SECTION. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. Any bid which is not properly prepared and accompanied by required certifications may be rejected by the Owner.

Each bidder will be required to certify compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. §13-10-90 et seq. by doing the following: registering at <https://www.uscis.gov/e-verify> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

#### 0103 ELECTRONIC MAIL MODIFICATION

Any bidder may modify his bid by written electronic communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronically mailed modification.

#### 0104 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. By submission of his Bid, the Bidder acknowledges the right of the Owner to make such investigations, to contact references and utilize this information as a basis of determining award of the contract. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Written information pertaining to the Bidder's qualifications may be requested by the Owner. Failure of the Bidder to provide such information within fifteen days of notification will be grounds for disqualification.

#### 0105 BID SECURITY

Each bid must be accompanied by a certified check or bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5)% of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the

remaining certified checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contracts, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security (bid bond) deposited with his bid.

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 2021. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

0109 ADDENDA AND INTERPRETATIONS

Oral interpretations of the meaning of plans, specifications or other contract documents shall not be binding over written material.

Every request for such interpretation should be in writing addressed to City of Dalton Public Works, P.O. Box 1205, Dalton, Georgia 30722 or by email to Megan Elliott ([melliott@daltonga.gov](mailto:melliott@daltonga.gov)) and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, will be emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. 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 the state where the project is located.

0111 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

0112 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications which are identified subsequently under Special Conditions.

0113 LAWS AND REGULATIONS

The bidders' attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

0114 METHOD OF AWARD

If the Contract is awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project. The Owner shall have complete discretion in making this determination and may consider factors such as, but not limited to the following:

- 0114.01 Unit bid prices of various items as they relate to total bid price.
- 0114.02 Proximity of the Bidder's permanent place of business as it may relate to Bidder's responsiveness in carrying out the contract.
- 0114.03 Litigation record of the Bidder.
- 0114.04 Satisfactory completion of similar projects.
- 0114.05 Resources pertaining to management, personnel and equipment.

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (*including all addenda*). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

0116 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

The intent of the documents is to describe in detail all construction entailed in this project. The contractor will furnish all labor, materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

The drawings are intended to conform and agree with the specifications. If, however, discrepancies occur, the Owners will decide which shall govern. Special specifications stated on the drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the drawings and the figures written thereon, the figures are to be taken as correct.

0117 CLAIMS

The Owner reserves the right to refuse to issue any voucher and to direct that no payment shall be made the contractor in the case they have reason to believe that said contractor has neglected or failed to pay any subcontractor, material dealer, worker or employee for work performed on or about the project including work as set forth in these specifications, until the Owner is satisfied that such subcontractors, material dealers, worker, or employees have been fully paid. However this provision shall not obligate the Owner to intervene in any claim.

0118 ORDER OF WORK

The work shall be started at such points as the Owner shall designate and shall be prosecuted in the order he directs. This applies to both location and items of construction.

0119 SUBCONTRACTS

If required by the Owner, the apparent Successful Bidder, and any other Bidder so requested, will within seven days after the day of the Bid opening submit to Owner a list of all Subcontractors and other persons and organizations (*including those who are to furnish the principal items of material and equipment*) proposed for those portions of the Work as to which such identification is so required. If the Owner, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom the Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

0120 TIMELY EXECUTION

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter, the Contractor shall sign and deliver at least five counterparts of the Agreement to Owner with all other Contract Documents attached. Thereafter, the Owner will deliver two fully signed counterparts to Contractor.

..... END OF SECTION .....





# AIA Document A310™ – 2010

## Bid Bond

Bond Number: BND1008618

### CONTRACTOR:

(Name, legal status and address)

B and J Reed Construction  
669 Will Evans Road  
Chatsworth Ga 30705

### SURETY:

(Name, legal status and principal place of business)

Fair American Insurance and  
Reinsurance Company  
365 Northridge Road, Suite 400  
Atlanta, GA 30350

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City Of Dalton  
300 West Waugh Street  
Dalton Ga.30722

BOND AMOUNT: 5% of Amount Bid, Not To Exceed \$400,000

### PROJECT:

(Name, location or address, and Project number, if any)

City Of Dalton, Covie Ridge Regional Detention Pond

Project Number, if any:

P.W. 2021-Covie

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of February, 2021

(Witness)

(Witness)

B and J Reed Construction

(Principal)

(Seal)

(Title)

Fair American Insurance and Reinsurance Company

(Surety)

Arthur S Johnson

, Attorney In Fact

(Title)

**FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY**  
**One Liberty Plaza, 165 Broadway, New York, NY 10006**  
**POWER OF ATTORNEY**

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; Omar G. Guerra of Overland Park, Kansas; or Douglas Berrett Miller of Jacksonville, Florida EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2<sup>nd</sup> day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 7th day of January 2020.



STATE of NEW YORK  
COUNTY of NEW YORK

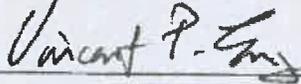
Fair American Insurance and Reinsurance Company

By:   
Christopher O'Gwen, Senior Vice President

By:   
Suzanne A. Spantidos, Senior Vice President

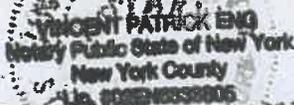
On January 07, 2020 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

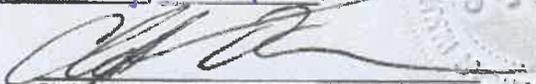
WITNESS my hand and official seal.

Signature  (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 16 day of FEBRUARY, 2021



  
Christopher O'Gwen, Senior Vice President

No. 4834 Comm. Exp. December 7, 2013

BND 10080.15

BID PROPOSAL

Place Dalton, Ga  
Date 2-16-21

Proposal of B and J Reed Construction L.L.C. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Chatsworth State of Ga and County of Murray, \* an individual, a corporation, or a partnership doing business as B and J Reed Construction L.L.C.

---

TO: CITY OF DALTON, GEORGIA  
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of the Covie Ridge Regional Detention Pond & Stormwater Improvements Project (Dalton Proj. PW-2021-COVIE) having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 2021. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

1 and 2

---

\*Strike out inapplicable terms

---



BID PROPOSAL  
(Continued)

Amount shall be shown in figures. \$332,963.00

The prices submitted shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten (10) days after the award thereof, the check or bond accompanying his bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the 16<sup>th</sup> of February in the amount of 5% of bid according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Band J Reed Construction L.L.C. 1669 Will Evans Rd  
Chatsworth, Ga 30705

---

---

BID PROPOSAL  
(Continued)

Dated at:

B and J Reed Construction L.L.C.

The 16<sup>th</sup> day of February, 2021

Jeremy Reed  
Principal

By Jeremy Reed SEAL

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

B and J Reed Construction, LLC  
1669 Will Evans Rd  
Chatworth, GA 30705

OWNER *(Name and Address):*

CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: March 1, 2021  
Amount: \$332,960.00

Description *(Name and location):*

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

SURETY *(Name and Principal place of Business):*

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

BOND:

Date: \_\_\_\_\_  
Amount: \_\_\_\_\_  
Bond Number: \_\_\_\_\_

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner and for the use and protection of all subcontractors and persons supplying labor, materials, machinery, and

CONSTRUCTION PAYMENT BOND  
(Continued)

equipment in the prosecution of the Work involved in this Construction Contract.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (*at the address described in Paragraph 11*) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligations to Claimant unless the Claimant has substantially complied with the requirements of O.C.G.A. 36-82-104 by giving the notices provided for therein. Each Claimant failing to substantially comply with said Code Section shall be deemed to have waived the protection of the payment bond. No Claimant shall file an action for payment against the Owner, Contractor or Surety, except in accordance with this section.
  - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed: and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice

CONSTRUCTION PAYMENT BOND  
(Continued)

to the Surety (*at the address described in Paragraph 12*) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and that basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action on this bond shall be instituted by a Claimant after expiration of one (1) year from the completion of the contract and the acceptance of the work by the public entity responsible therefor.

## CONSTRUCTION PAYMENT BOND

*(Continued)*

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on this Bond.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in the Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

### 15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: B and J Reed Construction, LLC

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR *(Name and Address):*

B and J Reed Construction, LLC

1669 Will Evans Rd

Chatworth, GA 30705

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: March 1, 2021

Amount: \$332,963.00

Description *(Name and location):*

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

SURETY *(Name and Principal place of Business):*

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

BOND:

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

Amount: \_\_\_\_\_

Bond number: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor

CONSTRUCTION PERFORMANCE BOND

*(Continued)*

shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
  
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the

CONSTRUCTION PERFORMANCE BOND

*(Continued)*

- Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

CONSTRUCTION PERFORMANCE BOND  
(Continued)

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONTRACTOR AS PRINCIPAL

Company: B and J Reed Construction, LLC

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

SURETY

Company: \_\_\_\_\_

\_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_



CONTRACT

THIS AGREEMENT made this the 1st day of March, 2021, by  
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",  
and B and J Reed Construction, LLC

a contractor doing business as an individual, a partnership, or a corporation\* of the City  
of Dalton, County of Whitfield, and State of Georgia  
hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements  
hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby  
agrees to commence and complete the construction of the project entitled:

**COVIE RIDGE REGIONAL DETENTION POND  
& STORMWATER IMPROVEMENTS PROJECT  
DALTON PROJECT NO. PW-2021-COVIE**

hereinafter called the "Project", for the sum of \$332,963.00  
Dollars (Three Hundred Thirty Two Thousand Nine Hundred Sixty Three Dollars) and  
all extra work in connection therewith, under the terms as stated in the Contract  
Documents, and at his (*its or their*) own proper cost and expense to furnish all  
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and  
other accessories and services necessary to complete the said project in accordance with  
the conditions and prices stated in the proposal, the General Conditions of the Contract,  
the specifications and contract documents therefore as prepared by the Owner and as  
enumerated in Paragraph 2 of the General Conditions, all of which are made a part hereof  
and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a date  
to be specified in a written "Notice to Proceed" of the Owner and to fully complete the  
project by June 30, 2021. The Contractor further agrees to pay as liquidated damages  
the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter  
provided in the General Conditions under "Time of Completion and Liquidated  
Damages."

\*Strike out inapplicable terms.



CONTRACT  
(Continued)

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to those presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

CITY OF DALTON, GEORGIA

\_\_\_\_\_  
City Clerk

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

Secretary of Owner should attest. If Contractor is corporation, secretary should attest.

Give proper title of each person executing contract.



**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Dalton has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton at the time the subcontractor(s) is retained to perform such service.

The undersigned Contractor is using and will continue to use the federal work authorization program throughout the contract period.

361539

EEV/Basic Pilot Program\* User Identification Number

Band J Reed Construction L.L.C. 08-2006  
BY: Authorized Officer or Agent Date  
(Contractor Name)

President  
Title of Authorized Officer or Agent of Contractor

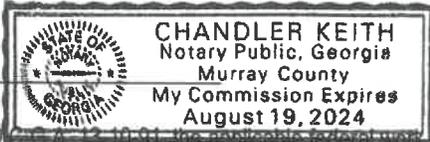
Jeremy Reed  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

16 DAY OF February, 2021

[Signature]  
Notary Public  
My Commission Expires:

08-19-2024



\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**Revised Bid Proposal Form for Addenda 2 - Dalton Project No. PW-2021-COVIE  
COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>GRADING &amp; ROADWAY ITEMS</b>					
150-1000	TRAFFIC CONTROL	LS	1	38,100	38,100
202-1000	CLEARING AND GRUBBING	AC	0.12	25,000	3,000
210-0100	GRADING COMPLETE	LS	1	157,500	157,500
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2	600	1,200
441-0016	DRIVEWAY CONC, 6 IN. THICK	SY	24	260	6,240
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	50	30	1,500
500-9999	CLASS B CONCRETE	CY	4	200	800
<b>SUB TOTAL</b>					<b>208,340</b>

<b>DRAINAGE ITEMS</b>					
207-0203	FOUND BKILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	28	40	1,120
550-1360	36" RCP	LF	372	149	55,428
668-1100	CATCH BASIN, GRP 1	EA	1	1400	1400
Non-Standard	OUTLET CONTROL STRUCTURE (OCS)	EA	1	3500	3500
Non-Standard	PEDESTAL W/ 12" LEGS FOR OCS	EA	1	1000	1000
Non-Standard	WEIR INLET PEDESTAL TOP & STRUCTURE, 0'-6'	EA	1	4500	4500
Non-Standard	RIM & COVER & STRUCTURE, 0'-6'	EA	1	1600	1600
Non-Standard	1019A TYPE E & STRUCTURE, 0'-6'	EA	1	1600	1600
Non-Standard	36" CONCRETE HEADWALL	EA	2	1500	3000
<b>SUB TOTAL</b>					<b>73,148</b>

<b>TEMPORARY EROSION CONTROL ITEMS</b>					
163-0310	CONSTRUCTION EXIT	EA	2	1500	3000
163-0527	CONSTRUCT AND REMOVE CHECK DAMS	EA	1	750	750
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5	800	4000
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	520	3.	1560
167-1000	NPDES MONITOR & SAMPLING	LS	1	800	800
167-1500	NPDES INSPECTIONS	LS	1	800	800
Non-Standard	FILTER RING	EA	1	1200	1200
Non-Standard	CONCRETE WASHOUT	EA	1	500	500
<b>SUB TOTAL</b>					<b>12,610</b>

PERMANENT EROSION CONTROL ITEMS					
218-1000	SLOPE MATTING	SF	3525	2	7050
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	126	40	5040
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	65	50	3250
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	25	45	1125
700-6001	GRASSING COMPLETE	SF	5100	.75	3825
700-9300	SOD	SY	180	.75	135
				<b>SUB TOTAL</b>	<b>20,425</b>

FENCING ITEMS					
643-1452	6' BLACK VINYL COATED CHAINLINK FENCE	LF	822	20	16,440
643-8030	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1	2000	2000
				<b>SUB TOTAL</b>	<b>18,440</b>

Company Name: Band J Reed Const

Authorized Bid Rep. Signature: J Reed

Authorized Bid Rep. Title: President

<b>TOTAL</b>	<b>332,963</b>
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## SECTION 0300 - GENERAL CONDITIONS

### 0301 CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents as hereinafter enumerated in Paragraph 2 of the General Conditions, shall form this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were fully set forth. The Table of Contents, Titles, Headings, Running Headlines and Marginal Notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way effect, limit or cast light on the interpretation of the provisions to which they refer.

### 0302 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 0302.01 Contractor - A person, firm or corporation with whom the contract is made by the Owner.
- 0302.02 Contract Documents - The Contract Documents are composed of the Advertisement for Bids; Instructions to Bidders; Bid Package; Form of Proposal, General Conditions, Supplementary Conditions, Detail Specifications, Form of Contract, Form of Bond(s), Addenda and the drawings including all changes incorporated herein before their execution.
- 0302.03 Project Representative - Refers to the authorized representative of the Owner, who is assigned to the site or any part thereof.
- 0302.04 Owner - The party of the First Part in the accompanying Contract, and meaning the CITY OF DALTON, GEORGIA.
- 0302.05 Subcontractor - A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the contractor for performance of a part of the work at the site.
- 0302.06 Work on (at) the Project - Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

### 0303 CORRELATION AND INTENT OF DOCUMENTS

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.

0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

#### 0304 MATERIALS, SERVICES AND FACILITIES

0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

#### 0305 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims and/or encumbrances.

#### 0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

#### 0307 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be subject

to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

#### 0308 PATENTS

- 0308.01 The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- 0308.02 License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- 0308.03 If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, arising from the use of such design, device, or materials or in any way involved in the work, the Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from all claims for infringement by the reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

#### 0309 SURVEYS, PERMITS AND REGULATIONS

- 0309.01 Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor any control alignment and bench mark data from previous engineering surveys.
- 0309.02 The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of his contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

### 0310 CONTRACTOR'S OBLIGATIONS

0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.

0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

### 0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

### 0312 WEATHER CONDITIONS

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

### 0313 SAFETY PROVISIONS

- 0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).
- 0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.
- 0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

### 0314 SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

### 0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

### 0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representative.

0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.

0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

#### 0317 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to observe all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

#### 0318 REPORTS, RECORDS AND DATA

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

#### 0319 SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

#### 0320 COMPETENT LABOR

0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.

0320.02 The Contractor shall, upon demand from the Owner, immediately remove any superintendent, foreman or worker whom the Owner may consider

incompetent or undesirable.

### 0321 CONSTRUCTION EQUIPMENT

The Contractor shall provide all necessary equipment in good repair for the expeditious construction of the work. Any equipment not adapted for the work, in such repair as to be dangerous to the project or workers, shall not be used.

### 0322 CHANGES IN THE WORK

- 0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0328. A Change Order signed by the Contractor indicates his agreement therewith.
- 0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.
- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

### 0323 CHANGE IN CONTRACT PRICE

0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0327.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0327.04 and 0327.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0327.4 and 0327.05*).

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0327.03.

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.

- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
- 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
- 0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.
- 0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.
- 0323.02.5.6 Losses, damages and expenses, not compensated by insurance or

otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

0323.02.5.7 The cost of utilities, fuel and sanitary facilities at the site.

0323.02.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

0323.02.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

0323.03 The term Cost of the Work shall not include any of the following:

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0327.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.

0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0327.04.

0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:

0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.

0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.

0323.04.2.1 for costs incurred under paragraphs 0327.02.1 and 0328.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0328.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:

0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0327.02.4, 0327.02.5, and 0327.03;

0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and

0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0327.04.2.1 through 0328.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0327.02 or 0327.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

#### 0324 CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Owner allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

0324.01 The Contract Time will be extended in an amount equal to time lost due to

delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0327.01. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0328 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

### 0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purposed for which they are used. Should they fail too meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. It is not intended that the Engineer should be liable for the Contractor's performance of the work nor for safety during construction.

### 0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.
- 0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.
- 0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 0326 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

No claim for extra work or cost shall be allowed unless the same was one in pursuance of a written order of the Owner and approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of Subparagraph 0326 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefor.

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial

payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner, (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimate of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

### 0331 PAYMENTS TO CONTRACTORS

0331.01 No later than thirty (30) days after submittal of a progress payment request the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract. Provided, that the Contractor shall submit his estimate not later than the first day of the month; provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory progress is being made, *may* reduce the retainage to 5%.

0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.

0331.03 In preparing estimates, the material delivered on the site and preparatory

work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.

- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.
- 0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

#### 0332 ACCEPTANCE AND FINAL PAYMENT

When the project provided for under this contract shall have been completed by

the Contractor, and all parts of the work have been approved by the Owner according to the contract, the Owner shall, within ten (10) days unless otherwise provided, make final inspection and advise the Contractor as to preparing a final estimate, showing the value of work as soon as the necessary measurements and computations can be made, all prior certificates or estimates upon which payments have been being made are approximately only, and subject to correction in the final payment. The amount of the final estimates, less any sums that may have been deducted or retained under the provisions of this contract, will be paid to the Contractor within sixty (60) days after approval by the Owner, provided that the contractor has properly maintained and operated the project as specified under these specifications, and provided, that he has furnished to the Owner a sworn affidavit to the effect that all bills are paid and no suits are pending in connection with the work done or labor and material furnished under this contract. A sample affidavit appears at the end of this section to be considered as an example of an acceptable affidavit.

### 0333 PAYMENTS BY CONTRACTORS

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

### 0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

0334.01 The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance has been so obtained and reviewed.

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
- 0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- 0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- 0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.
- 0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- 0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective work. In addition, Contractor shall maintain such completed operations insurance for at least one year after final payment and furnish Owner with evidence of continuation of such insurance at final payment. Renewal certificates shall be sent to the Owner 30 days prior to the expiration date of any policy required herein.

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required will include contractual liability insurance applicable to Contractor's obligations under separate contract and subcontracting.

- 0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.
- 0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.
- 0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.
- 0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

0334.07 Partial Utilization - Property Insurance: If Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all the work, such use or occupancy may be accomplished provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

0334.08 The Contractor shall carry and maintain Combined Excess Liability (*Umbrella*) Insurance for a limit of not less than the following:

Each Occurrence:	\$3,000,000
Aggregate:	\$3,000,000

0334.09 The limits of liability for the insurance required by paragraph 36.1.1. of the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:

For claims under Worker's Compensation:

State	Statutory
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Federal	Statutory
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Employer's Liability – Each Accident:	\$1,000,000
Employer's Liability – Disease – Each Employee:	\$1,000,000
Employer's Liability – Disease – Policy Limit:	\$1,000,000

If the Contractor chooses to maintain a policy with a maximum of the state mandated amounts of \$100,000 per accident, \$100,000 for disease per employee and a disease policy limit of \$500,000, the Contract required minimum of \$1,000,000 can be achieved by the excess liability policy required.

**General Liability Provided Per Occurrence (City of Dalton, GA must be shown as an additional insured.)**

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
Fire Damage ( <i>Any One Fire</i> ):	\$50,000
Medical Expense ( <i>Any One Person</i> ):	\$5,000

Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate ( <i>Per Project</i> ):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and All Autos, Including Bodily Injury and Property Damage:	\$1,000,000
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- 0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

Where the scope of work involves crossing of a railway and/or railway rights-of-way, Contractor shall be required to furnish railway with a Railroad Protective Liability Insurance Policy naming railway as the named insured and issued to the Contractor with a combined single limit of \$2,000,000 for all damages arising out of bodily injury, death, property damage liability and physical damage to property liability per occurrence with an aggregate limit of \$6,000,000.

**0334.11 Certificate Holder should read:**

**CITY OF DALTON  
P.O. BOX 1205  
DALTON, GEORGIA 30722**

- 0334.12 Insurance company must have an A.M. Best Rating of A-6 or higher. Insurance company must be licensed to do business by the Georgia Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

### 0335 CONTRACT SECURITY

The Contractor shall furnish a Construction Performance Bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a Construction Payment Bond in an amount at least equal to one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, Territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

### 0336 ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the Construction Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

### 0337 LIEN

Neither the final payment nor any part of the retained percentage will become due until the Contractor, if required, shall furnish the Owner a complete release from any liens which may arise out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that insofar as he has knowledge or information, the release and receipts include all materials, for which a lien might be filed. The Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify it against any lien. If a lien shall remain unsatisfied after all payments are made, then the Contractor shall refund to the Owner all monies which the latter may be compelled to pay in discharging such lien, including all incidental costs and attorney's fees.

### 0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance

of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

If through acts of neglect on the part of the Contractor, any other Contractor or subcontractor, shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

0340 COORDINATION WITH OTHER CONTRACTORS

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

0341 SUBCONTRACTING

The Contractor shall utilize the service of specialty subcontractor on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors. Provided - that if the Owner shall determine that the specialty work in question has been customarily performed by the Contractor's own organization and that such organization is presently competent to perform such work, the Contractor shall be permitted to do so. Provided, further - that if the Owner shall determine that the performance of any specialty work be specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly

employed by him.

0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

#### 0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

0342.01 To take every precaution against injuries to persons or damage to property;

0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

#### 0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

#### 0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

#### 0345 GUARANTY

0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.

0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

#### 0346 CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

#### 0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said

Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

0349 SUSPENSION OF WORK

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

0350 PROTECTION AND RESTORATION OF PROPERTY

0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.

0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in

his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

#### 0351 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall be responsible for all injury or damage of any kind resulting from his work, to persons or property. The Contractor hereby assumes the obligation to indemnify and save harmless the Owner including associates, agents and representatives, from every expense, liability, or payment arising out of or through injury to any person or persons including death and loss of services, or damage to property, regardless of who may be the Owner of the property, suffered through any cause whatsoever in the construction work involved in the contract and to defend on their behalf any suit brought against them arising from any such cause.

#### 0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

No Federal, State or Local official shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

#### 0353 OTHER PROHIBITED INTERESTS

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material

supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either E.P.A., or U.S.D.A. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

0355 MAINTENANCE OF TRAFFIC

0355.01 The Contractor shall notify the Owner and the appropriate department of transportation prior to performing any work which disrupts normal flow of traffic, and shall utilize appropriate warning signs, flagmen and other procedures necessary to ensure safety and minimize inconvenience to the public.

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

The Owner shall have the authority to suspend the work, wholly or in part as he may deem necessary because of conditions unsuitable for proper prosecution of the work or failure on the part of the Contractor to carry out the provisions or to meet the specified requirements. The Contractor shall not suspend operations without the Owner's permission.

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

- 0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 0358.05.1 To any preference, priority or allocation order duly issued by the Government;
- 0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather

0358.06 Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay, and notify the Contractor within a reasonable time of its decision in this matter.

..... END OF SECTION .....



AFFIDAVIT FOR FINAL PAYMENT AND RELEASE OF LIENS

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

FROM: \_\_\_\_\_ (Contractor)

TO: CITY OF DALTON, GEORGIA (Owner)

RE: Contract entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above mentioned parties for the construction of the project entitled COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all work required under the above Contract has been performed in accordance with the terms thereof, that all material-men, sub-contractors, mechanics, and laborers have been paid and satisfied in full and that there are not outstanding claims of any character arising out of the performance of the Contract which have been paid and satisfied in full.
2. The undersigned further certifies that to the best of their knowledge and belief there are not unsatisfied claims for damages resulting from injury or death to any employees, sub-contractors, or the public at large arising out of the performance of the Contract or any suits or claims for any other damage of any kind, nature or description on which might constitute a lien upon the property of the Owner.
3. The undersigned makes this final affidavit as provided by the Contract and agrees that acceptance of final payment shall constitute full settlement of all claims against the Owner arising under or by virtue of the Contract.
4. IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Personally appeared before the undersigned who after being duly sworn, deposes and says that the facts stated in the above affidavit are true.

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_ SEAL

My Commission Expires: \_\_\_\_\_,

\_\_\_\_\_ County,

## SECTION 0400 – GENERAL NOTES

1. THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS/BID PACKAGE, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED AND DO NOT BIND THE CITY OF DALTON IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATION SECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, CONSTRUCTION DETAILS, AND THE **RICHARDS & ASSOCIATES ENGINEERING, INC. PLANS INCLUDED AS EXHIBIT A.**
3. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE (WHERE APPLICABLE) SUCH THAT WATER DOES NOT POND ON FINISHED SURFACES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES INTO DRAINAGE STRUCTURES SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
5. TRAFFIC CONTROL SHALL BE PERFORMED IN ACCORDANCE WITH PART 6 OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS. A CERTIFIED FLAGGER WILL BE REQUIRED FOR THIS PROJECT.
6. The Contractor will be responsible for coordinating with Dalton Utilities and other utility agencies for the coordination and adjustments (if applicable) of all utilities located within the project limits.
7. Contractor is required to call GA 811 or file online a utility locate request prior to commencing work and maintain active locate for the duration of the project.
8. Time of Work Restrictions – No work shall be completed between the hours of 9:00 PM and 7:00 AM. Liquidated damages for failure to observe time of work restrictions shall be assessed to the Contractor at the rate of \$200 per hour.
9. **NOI – A NOI is required for this project, and is the responsibility of the contractor to submit to the EPD. The Contractor shall file the NOI as the operator. The City will NOT be party to the NOI. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.**

10. Contractor will be responsible for clearing and grubbing trees in the construction easement area as instructed by the City Arborist.
11. Coordination of project with Owners – Contractor shall continuously make a good faith effort to coordinate work activities with the adjacent property owners affected by the project.
12. Note: Grassing complete shall include straw, slope mix seed, and fertilizer as required.

**EXHIBIT A:**

***RICHARDS & ASSOCIATES  
ENGINEERING, INC. SITE  
DEVELOPMENT PLANS***

***DATED SEPTEMBER 15, 2020***

***FOR***

***COVIE RIDGE POND***

# SITE DEVELOPMENT PLANS FOR COVIE RIDGE POND

1. THESE PLANS HAVE BEEN SIGNED AND SEALED BY THE ENGINEER FOR REVIEW ONLY. THEY CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE PERMITTING AUTHORITIES AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE CLIENT.
2. THE CLIENT IS COMPLETELY RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FOR CONSTRUCTION FROM ALL FEDERAL, STATE AND LOCAL PERMITTING AUTHORITIES. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT LIABLE FOR THE FAILURE OF THE CLIENT TO OBTAIN THE NECESSARY PERMITS.
3. THIS DRAWING SHEET IS PART OF A COMPLETE SET OF DESIGN DRAWINGS. IT SHOULD NOT BE SEPARATED FROM THE SET. INFORMATION PERTINENT TO THIS SHEET MAY BE FOUND ON OTHER SHEETS IN THE SET.
4. A COPY OF THE CURRENT SET OF APPROVED DRAWINGS MUST BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.
5. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT THE CONTRACTOR HAS A COPY OF THE CURRENT SET OF APPROVED DRAWINGS ONSITE AT ALL TIMES.
6. IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR CONFLICTS IF WE ARE NOT NOTIFIED PRIOR TO INSTALLATION.
7. THESE DRAWINGS HAVE BEEN STAMPED AND SIGNED FOR FOR ENGINEERING DESIGN CONTENT ONLY. PROPERTY LINE INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN PROVIDED BY THE CLIENT OR A REGISTERED LAND SURVEYOR AND ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. ALL MEASUREMENTS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CLIENT MUST ENGAGE THE SERVICES OF A REGISTERED LAND SURVEYOR TO RESEARCH, PLAT AND LOCATE ALL PROPERTY CORNERS PRIOR TO THE PURCHASE OF THE PROPERTY AND COMMENCEMENT OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT RESPONSIBLE FOR VERIFYING THE LOCATION OF OR EXISTENCE OF THE LIMITS OR BOUNDARY OF THE CLIENT'S PROPERTY. AT THE CLIENT'S REQUEST, RICHARDS & ASSOCIATES ENGINEERING, INC. USES THE INFORMATION PROVIDED BY THE CLIENT, EITHER DIRECTLY OR THROUGH THE CLIENT'S SURVEYOR, TO PRODUCE CONSTRUCTION DRAWINGS FOR THE CLIENT. THESE DRAWINGS MAY HAVE BEEN PREPARED FOR A SITE NOT CURRENTLY OWNED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT HE HAS THE RIGHT TO OCCUPY THE PROPERTY FOR THE PURPOSE OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. MAKES NO CLAIMS AS TO THE OWNERSHIP OF THE SUBJECT PROPERTY OR ADJACENT PROPERTIES.

**OWNER**  
CITY OF DALTON  
PO BOX 1205  
535 ELM STREET  
DALTON, GA 30722  
(706)278-7077

**PRIMARY PERMITTEE:**  
TBD  
EMAIL:

**24 HOUR LOCAL CONTACT RESPONSIBLE FOR EROSION,  
SEDIMENTATION AND POLLUTION CONTROLS:**  
TBD  
GSWCC CERTIFICATION #  
EMAIL:

LOCATED IN LAND LOT 184, DISTRICT 12, SECTION 3  
COVIE RIDGE  
CITY OF DALTON

N 34.790246°, W 84.991753°  
SITE AREA: ±0.86 ACRES  
DISTURBED AREA: ±1.1 ACRES



VICINITY MAP  
NTS

## DESIGN PROFESSIONAL'S CERTIFICATION

1. I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100003.
2. I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.
3. GEORGIA'S 305(b)/303(d) LIST DOCUMENTS HAVE BEEN CONSULTED.



STEPHEN R. RICHARDS, PE  
GSWCC LEVEL II CERTIFICATION NO. 8688

9/15/2020  
DATE

THIS PROJECT HAS BEEN DESIGNED TO BE IN COMPLIANCE WITH THE GEORGIA GENERAL PERMIT NO. GAR100003 AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WITH CONSTRUCTION ACTIVITY FOR COMMON DEVELOPMENT CONSTRUCTION PROJECTS EFFECT AUGUST 1, 2018.

THIS PROJECT HAS BEEN DESIGNED TO BE IN COMPLIANCE WITH THE MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA, EFFECTIVE JANUARY 1, 2016.

## SHEET INDEX

- C0 COVER SHEET
- C1 INITIAL PHASE A SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C2 INTERMEDIATE A SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C3 INTERMEDIATE B SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C4 FINAL PHASE SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN
- C5 SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL DETAILS
- C6 SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL DETAILS
- C7 SOIL EROSION, SEDIMENTATION & POLLUTION CONTROL NOTES
- C8 EXISTING CONDITIONS AND DEMOLITION PLAN
- C9 GRADING & DRAINAGE PLAN
- C10 CONSTRUCTION DETAILS



RICHARDS & ASSOCIATES ENGINEERING, INC.  
CIVIL ENGINEERING + LAND PLANNING  
P.O. BOX 220 • CHATSWORTH, GA 30705  
(706) 695-0661



Know what's below.  
Call before you dig.



GA PROFESSIONAL ENGINEER NO. 26730  
 LEVEL II CERTIFIED DESIGN  
 PROFESSIONAL NO. 8688

PROJECT  
**COVE RIDGE POND  
 COVE RIDGE  
 DALTON, GA**  
 CLIENT  
**CITY OF DALTON  
 PO BOX 1205, 535 ELM STREET  
 DALTON, GA 30722**

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Revisions	Date

Drawing Title  
**INITIAL PHASE  
 SOIL EROSION  
 SEDIMENTATION  
 AND POLLUTION  
 CONTROL PLAN**

DATE	9/15/2020	DRAWING NO.	C1
PROJECT NO.	20-020		

**(Tp)**  
 NOTES:  
 1. STOCKPILED TOPSOIL WILL BE COVERED WITH PLASTIC OR STRAW.  
 2. DEPENDING ON LOCATION, SILT FENCE MAY BE REQUIRED ON DOWNSTREAM SIDE OF STOCKPILE AREA

SSMH  
 Top 820.61  
 Inv 807.21

Map Unit Symbol	Map Unit Name	Hydro. Soil Group
FuE	FULLERTON-URBAN LAND COMPLEX 15-30% SLOPES	B
MnC	MINVALE 2-15% SLOPES	B

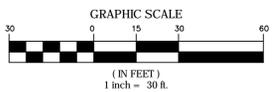
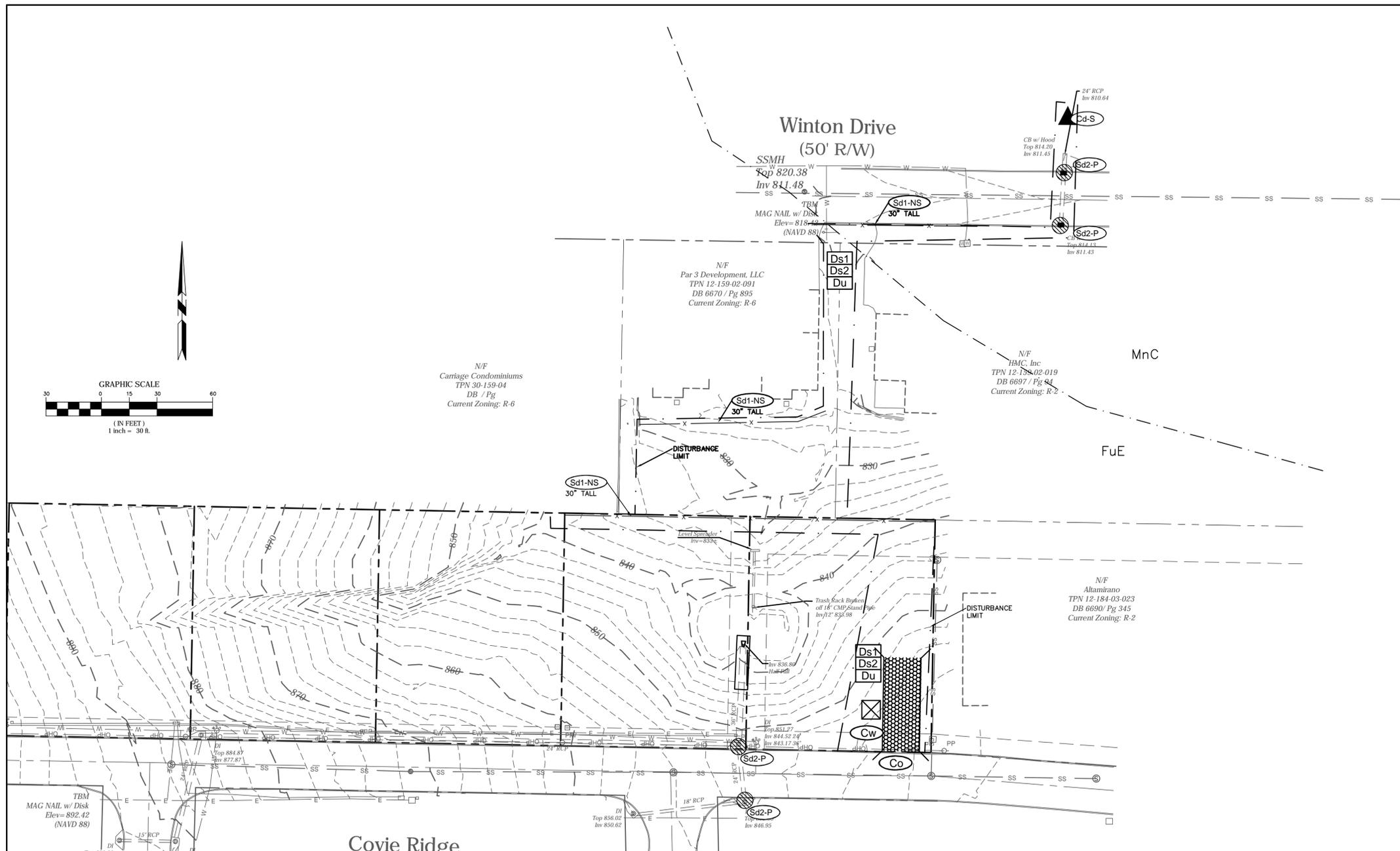
**EROSION CONTROL LEGEND**

Cd	CHECKDAM	
Ch	CHANNEL STABILIZATION	Ch-(type)
Cc	CONSTRUCTION EXIT	
Di	DIVERSION DITCH	
Fr	STONE FILTER RING	
Rt	RETROFITTING	
Sd1	SEDIMENT BARRIER	
Sd2	INLET SEDIMENT TRAP	
Sd3	TEMPORARY SEDIMENT BASIN	
St	STORM DRAIN OUTLET PROTECTION	
Su	SURFACE ROUGHENING	
Sd4	TEMPORARY SEDIMENT TRAP	
Ss	EROSION CONTROL MATTING	
Bf	BUFFER ZONE	
Ds1	DISTURBED AREA STABILIZATION (PERMANENT VEGETATION)	
Ds2	DISTURBED AREA STABILIZATION (TEMPORARY SEEDING)	
Ds3	DISTURBED AREA STABILIZATION (PERMANENT VEGETATION)	
Pm	POLYACRYLAMIDE	PAM
Du	DUST CONTROL	

**CONSTRUCTION SEQUENCE (INITIAL PHASE)**

1. ANY SCHEDULE SHOWN ON THIS PLAN IS A SUGGESTION AND SHOULD ONLY BE USED AS A GUIDE.
2. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A CONSTRUCTION SCHEDULE THAT WILL MAINTAIN SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
3. EROSION CONTROL BMP'S ARE SHOWN ON THIS PLAN THAT MAY NOT BE NECESSARY DEPENDING ON SCHEDULING OF THE CONSTRUCTION. SOME BMP'S MAY HAVE A SHORT LIFESPAN OR MAY BE PLACED AND REMOVED MULTIPLE TIMES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
4. CALL FOR UTILITY LOCATE PRIOR TO ANY LAND DISTURBING ACTIVITY.
5. INSTALL CONSTRUCTION EXIT (Co).
6. INSTALL SINGLE ROW SILT FENCE (Sd1-NS) AS SHOWN.
7. INSTALL FILTREXX INLET PROTECTION AT CATCH BASINS (Sd2-P).
8. INSTALL CONCRETE WASHOUT BASIN (Cw).

NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".



RATIONALE FOR NOT USING A FLOATING SKIMMER:  
 A FLOATING SKIMMER DOES NOT WORK WELL IN SOILS WITH A HIGH CLAY CONTENT.



GA PROFESSIONAL ENGINEER NO. 26730  
 LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

PROJECT  
**COVE RIDGE POND**  
**COVE RIDGE**  
**DALTON, GA**  
 CLIENT  
**CITY OF DALTON**  
**PO BOX 1205, 535 ELM STREET**  
**DALTON, GA 30722**

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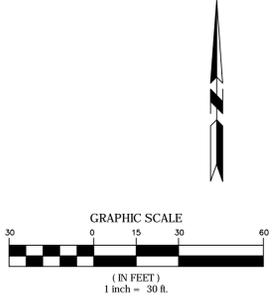
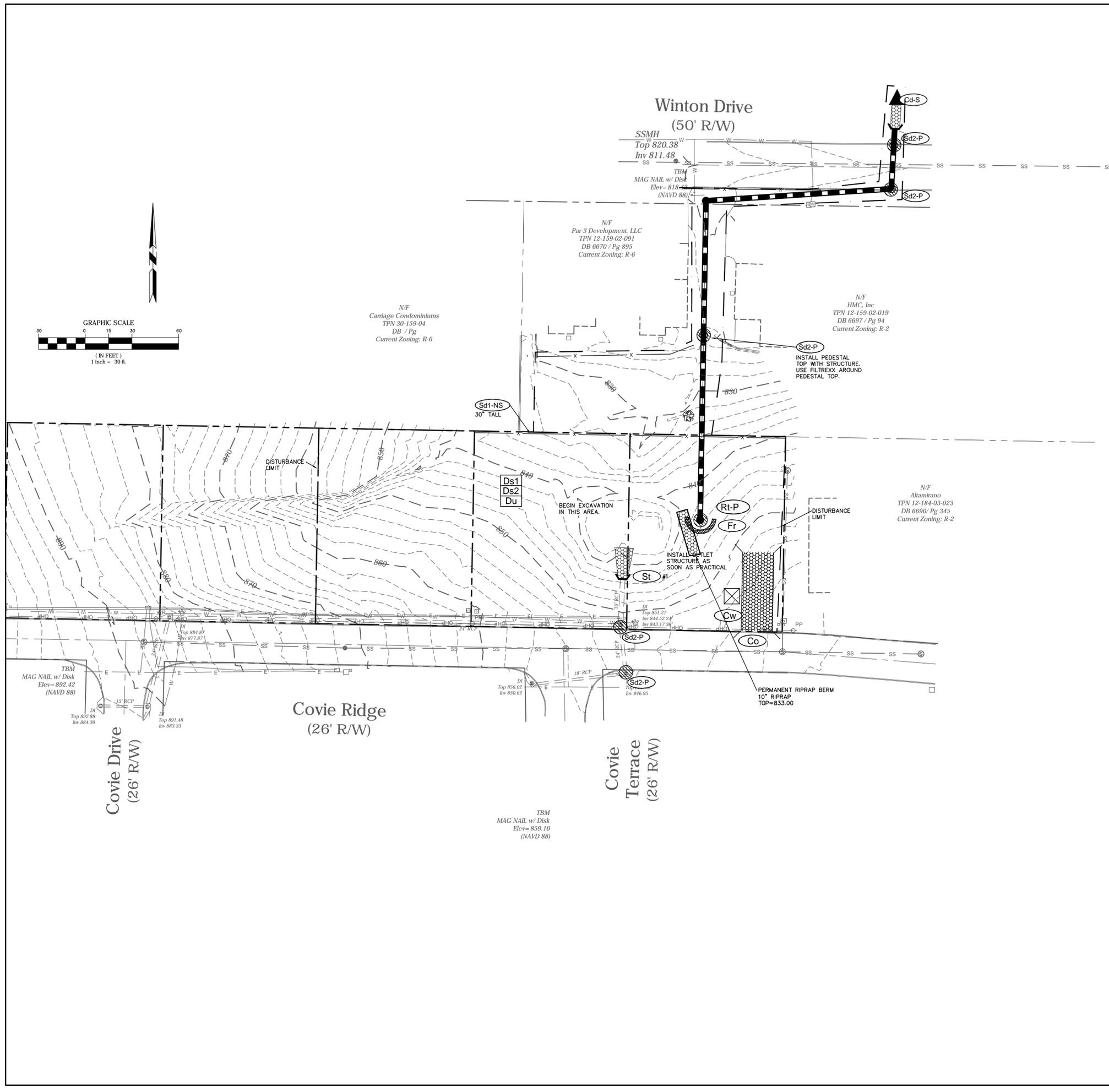
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Revisions	Date

Drawing Title  
**INTERMEDIATE A**  
**SOIL EROSION**  
**SEDIMENTATION**  
**AND POLLUTION**  
**CONTROL PLAN**

DATE	9/15/2020	DRAWING NO.	C2
PROJECT NO.	20-020		



Q25=30 cfs  
 V25=22 fps  
 TW < Pipe 1/2 φ  
 L=22'  
 W1=10'  
 W2=32'  
 Average stone diameter (d50)=12"  
 Stone depth (D)=24"

**CONSTRUCTION SEQUENCE (INTERMEDIATE PHASE A)**

1. ANY SCHEDULE SHOWN ON THIS PLAN IS A SUGGESTION AND SHOULD ONLY BE USED AS A GUIDE.
2. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A CONSTRUCTION SCHEDULE THAT WILL MAINTAIN SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
3. EROSION CONTROL BMP'S ARE SHOWN ON THIS PLAN THAT NOT BE NECESSARY DEPENDING ON SCHEDULING OF THE CONSTRUCTION. SOME BMP'S MAY HAVE A SHORT LIFESPAN OR MAY BE PLACED AND REMOVED MULTIPLE TIMES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
4. MAINTAIN ALL INSTALLED BMP'S. REMOVE SEDIMENT AS REQUIRED.
5. BEGIN EXCAVATION.
6. INSTALL STORM SEWER AND BMP'S (St, Sd2-P, Rt-P, Fr).
7. MAINTAIN DUST CONTROL AND PLACE TEMPORARY MULCH AND/OR GRASSING AS NEEDED.

NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".

RETROFIT STORAGE CALCULATIONS	
Rt #	A
	(Rt-P)
<b>DRAINAGE AREA =</b>	<b>13.00 ac</b>
<b>HALF-ROUND DIA =</b>	<b>48"</b>
<b>HT =</b>	<b>48"</b>
<b>1. REQUIRED STORMWATER STORAGE (25yr) =</b>	<b>0 cy</b>
<b>2. REQUIRED SEDIMENT STORAGE =</b>	<b>871 cy</b>
<b>3. TOTAL REQUIRED STORAGE =</b>	<b>871 cy</b>
<b>4. AVAILABLE STORAGE =</b>	<b>1951 cy</b>
<b>5. IS AVAILABLE STORAGE &gt; REQUIRED STORAGE?</b>	<b>YES</b>
<b>7. CLEANOUT VOL =</b>	<b>286 cy</b>
<b>8. CLEANOUT EL =</b>	<b>830.00</b>
<b>8. IS L/W &gt; 2:1?</b>	<b>YES</b>



GA PROFESSIONAL ENGINEER NO. 26730  
 LEVEL II CERTIFIED DESIGN  
 PROFESSIONAL NO. 8688

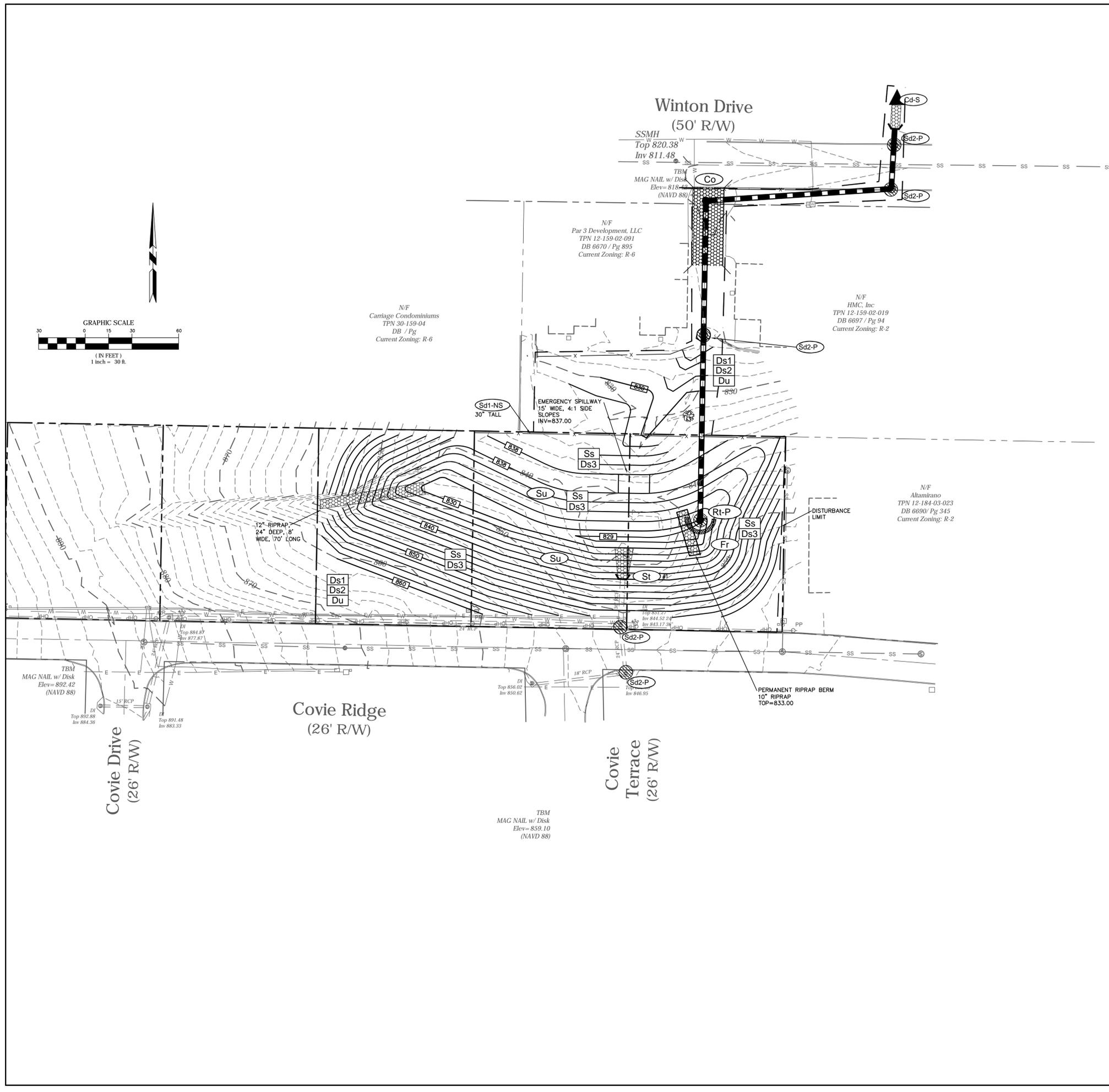
PROJECT  
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 THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE AGENCIES AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE OWNER. THE OWNER IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS.

Revisions	Date

Drawing Title  
**INTERMEDIATE B**  
**SOIL EROSION**  
**SEDIMENTATION**  
**AND POLLUTION**  
**CONTROL PLAN**

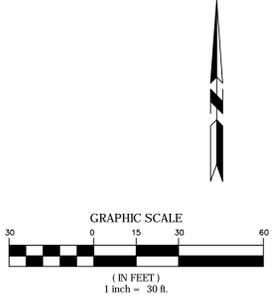
DATE	9/15/2020	DRAWING NO.	C3
PROJECT NO.	20-020		



**CONSTRUCTION SEQUENCE (INTERMEDIATE PHASE B)**

1. ANY SCHEDULE SHOWN ON THIS PLAN IS A SUGGESTION AND SHOULD ONLY BE USED AS A GUIDE.
2. THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING A CONSTRUCTION SCHEDULE THAT WILL MAINTAIN SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
3. EROSION CONTROL BMP'S ARE SHOWN ON THIS PLAN THAT NOT BE NECESSARY DEPENDING ON SCHEDULING OF THE CONSTRUCTION. SOME BMP'S MAY HAVE A SHORT LIFESPAN OR MAY BE PLACED AND REMOVED MULTIPLE TIMES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SEDIMENT AND EROSION CONTROL FOR THE DURATION OF THE PROJECT.
4. MAINTAIN ALL INSTALLED BMP'S. REMOVE SEDIMENT AS REQUIRED.
5. CONTINUE EXCAVATION.
6. RELOCATE CONSTRUCTION EXIT (Co) TO WINTON DRIVE.
7. RELOCATE CONCRETE WASHOUT BASIN (Cw) TO WINTON DRIVE IF ADDITIONAL CONCRETE WILL BE REQUIRED.
8. INSTALL RIPRAP ALONG DRAIN ON WEST SIDE OF POND.
9. MAINTAIN DUST CONTROL AND PLACE TEMPORARY MULCH AND/OR GRASSING AS NEEDED.

NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".



N/F  
 Carriage Condominiums  
 TPN 30-159-04  
 DB / Pg  
 Current Zoning: R-6

N/F  
 Par 3 Development, LLC  
 TPN 12-159-02-091  
 DB 6670 / Pg 895  
 Current Zoning: R-6

N/F  
 HMC, Inc  
 TPN 12-159-02-019  
 DB 6697 / Pg 94  
 Current Zoning: R-2

N/F  
 Altamirano  
 TPN 12-184-03-023  
 DB 6690 / Pg 345  
 Current Zoning: R-2

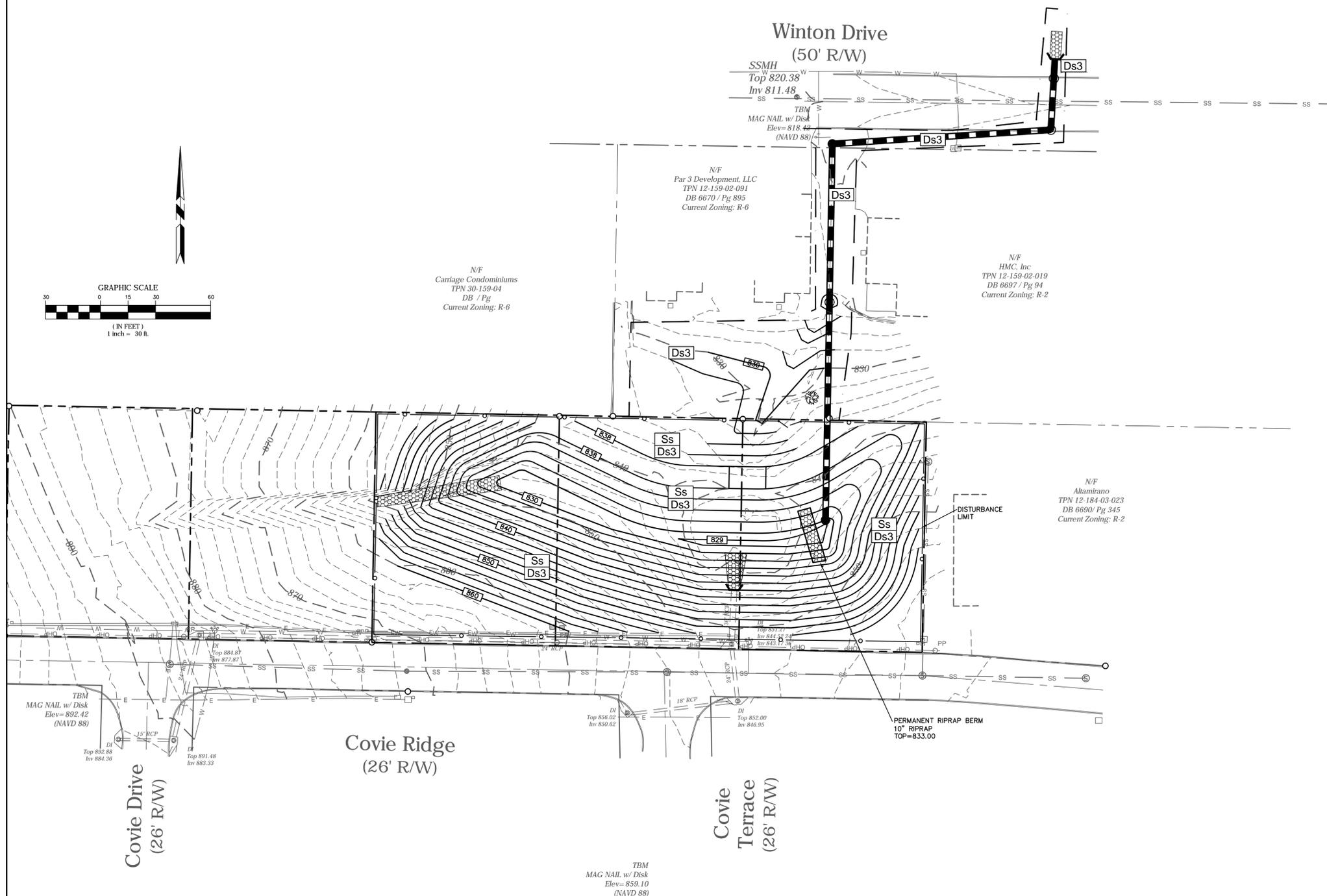
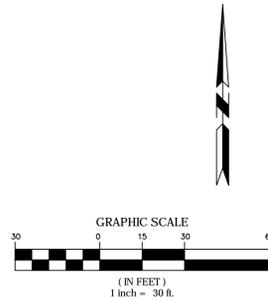
TBM  
 MAG NAIL w/ Disk  
 Elev= 859.10  
 (NAVD 89)

TBM  
 MAG NAIL w/ Disk  
 Elev= 892.42  
 (NAVD 88)

Cove Drive  
 (26' R/W)

Cove Ridge  
 (26' R/W)

Cove Terrace  
 (26' R/W)



**CONSTRUCTION SEQUENCE (FINAL PHASE)**

1. MAINTAIN ALL INSTALLED BMP'S. REMOVE SEDIMENT AS REQUIRED. MAINTAIN MONITORING PROGRAM.
2. COMPLETE GRADING OPERATIONS AND STABILIZE ALL DISTURBED AREAS WITH THE APPROPRIATE PERMANENT VEGETATION OR OTHER SURFACE TREATMENT. INSTALL MATTING ON ALL POND SLOPES AND 4" OF STRAW ON ALL OTHER DISTURBED AREAS.
3. REMOVE CONCRETE WASHOUT BASIN. STABILIZE THE AREA WITH THE APPROPRIATE PERMANENT VEGETATION.
4. ONCE FINAL STABILIZATION HAS BEEN ACHIEVED IN ALL OTHER AREAS, REMOVE PERIMETER SILT FENCE AND CONSTRUCTION EXITS. STABILIZE THESE AREAS WITH THE APPROPRIATE PERMANENT VEGETATION. BY DEFINITION, FINAL STABILIZATION MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND THAT FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES AND AREAS LOCATED OUTSIDE THE WASTE DISPOSAL LIMITS OF A LANDFILL CELL THAT HAS BEEN CERTIFIED BY EPD FOR WASTE DISPOSAL, 100% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER, OR LANDSCAPED ACCORDING TO THE PLAN (UNIFORMLY COVERED WITH LANDSCAPING MATERIALS IN PLANNED LANDSCAPED AREAS), OR EQUIVALENT PERMANENT STABILIZATION MEASURES AS DEFINED IN THE MANUAL (EXCLUDING A CROP OF ANNUAL VEGETATION AND SEEDING OF TARGET CROP PERENNIALS APPROPRIATE FOR THE REGION).

NOTE: AT THE END OF EACH DAY, CONSTRUCT A SAFETY FENCE AROUND ALL SEDIMENT BASINS OR TRAPS, DITCHES, TRENCHES, HOLES, ETC. WITH 2:1 OR STEEPER SLOPES AND A DEPTH GREATER THAN 24".

	MONTHS FROM START OF CONSTRUCTION					
	1	2	3	4	5	6
CLEARING FOR BMPs	█					
SEDIMENT CONTROL	█	█	█	█	█	█
MAINTAIN EROSION CONTROL	█	█	█	█	█	█
EARTHWORK		█	█	█	█	█
TEMPORARY GRASSING		█	█	█	█	█
FINAL GRASS LANDSCAPE					█	█
REMOVAL OF TEMPORARY BMPs						█

CONSTRUCTION SCHEDULED TO BEGIN ON 10/1/2020 AND BE COMPLETED ON OR BEFORE 4/1/2021

HYDROLOGY SUMMARY	
EXISTING:	
Q <sub>2</sub>	= 20.14 cfs
Q <sub>25</sub>	= 49.53 cfs
PROPOSED:	
Q <sub>2</sub>	= 3.905 cfs
Q <sub>25</sub>	= 41.80 cfs
SEE HYDROLOGY STUDY PREPARED BY RICHARDS & ASSOCIATES, DATED 8/14/2020.	



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

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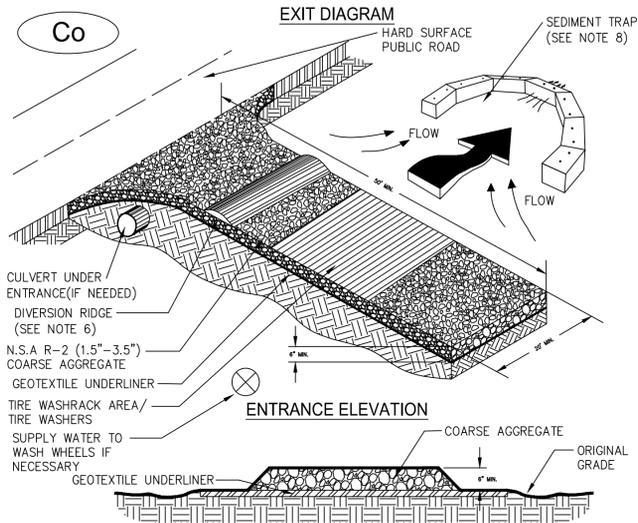
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Revisions	Date

Drawing Title  
**FINAL PHASE  
SOIL EROSION  
SEDIMENTATION  
AND POLLUTION  
CONTROL PLAN**

DATE	9/15/2020	DRAWING NO.	C4
PROJECT NO.	20-020		

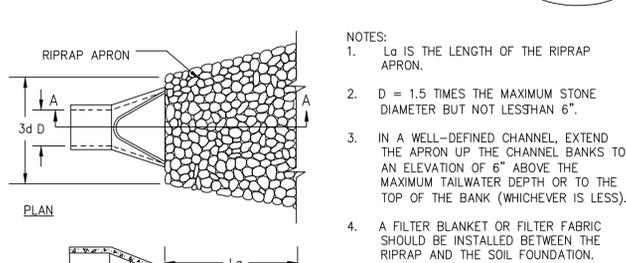
## CRUSHED STONE CONSTRUCTION EXIT



- NOTES:**
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
  2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
  3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
  4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
  5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
  6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
  7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
  8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (DIVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
  9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
  10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

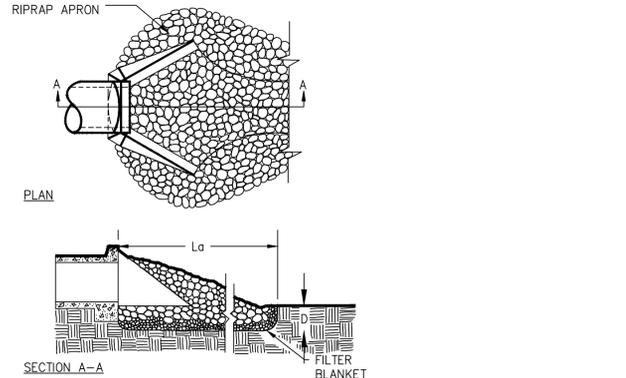
## RIPRAP OUTLET PROTECTION

PIPE OUTLET TO FLAT AREA - NO WELL DEFINED CHANNEL



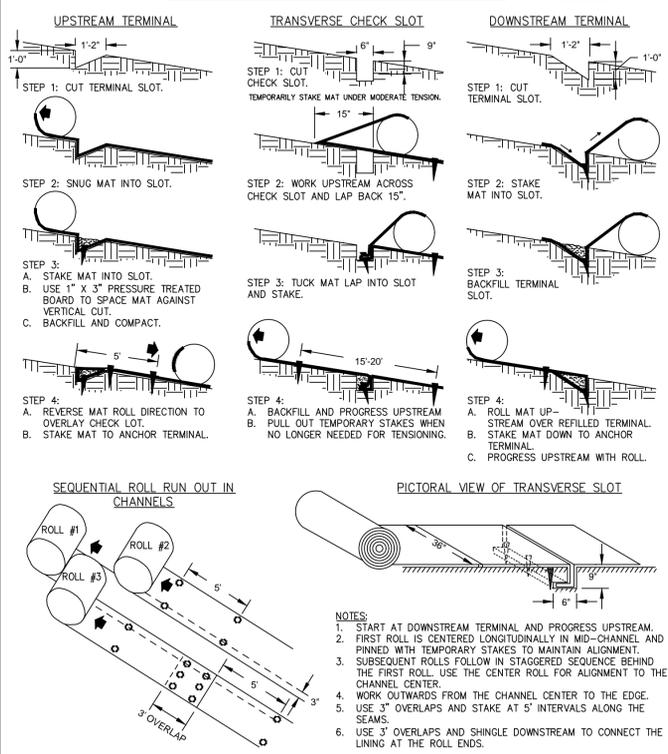
- NOTES:**
1.  $L_a$  IS THE LENGTH OF THE RIPRAP APRON.
  2.  $D = 1.5$  TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
  3. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
  4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

PIPE OUTLET TO WELL DEFINED CHANNEL



## TYPICAL INSTALLATION GUIDELINES FOR ROLLED EROSION CONTROL PRODUCTS (RECP)

BLANKET AND MATTING CROSS-SECTIONS



State of Georgia  
Department of Natural Resources  
Environmental Protection Division

Page 35 of 35  
Permit No. GAR100061

### APPENDIX B Nephelometric Turbidity Unit (NTU) TABLES

**Trout Streams**  
Surface Water Drainage Area, square miles

Site Size, acres	0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
1.00-10	25	50	75	150	300	500	500	500
10.01-25	25	25	50	75	150	200	500	500
25.01-50	25	25	25	50	75	100	300	500
50.01-100	20	25	25	35	59	75	150	300
100.01+	20	20	25	25	25	50	60	100

**Waters Supporting Warm Water Fisheries**  
Surface Water Drainage Area, square miles

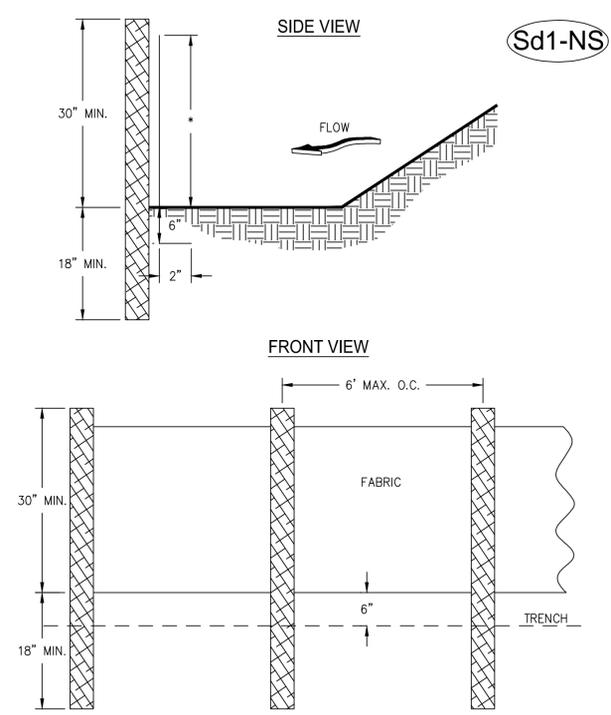
Site Size, acres	0-4.99	5-9.99	10-24.99	25-49.99	50-99.99	100-249.99	250-499.99	500+
1.00-10	75	150	200	400	750	750	750	750
10.01-25	50	100	100	200	300	500	750	750
25.01-50	50	50	100	100	200	300	750	750
50.01-100	50	50	50	100	100	150	300	600
100.01+	50	50	50	50	90	100	200	100

To use these tables, select the size (acres) of the construction site. Then, select the surface water drainage area (square miles). The NTU matrix value arrived at from the above tables is the one to use in Part III.D.4.

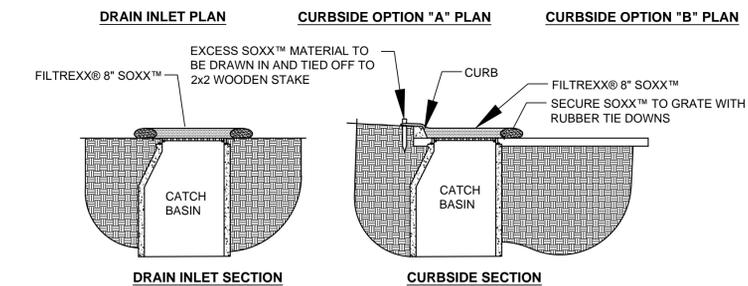
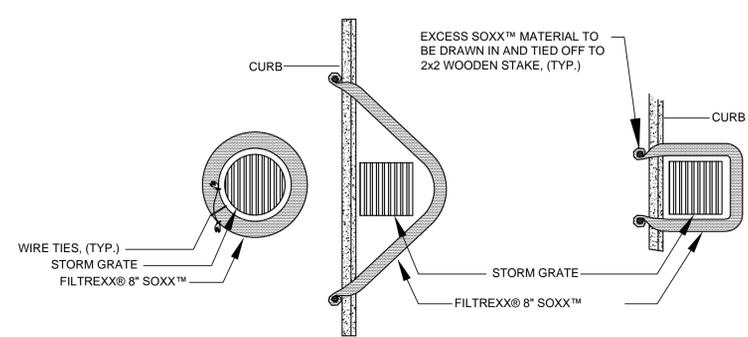
Example 1: For a site size of 12.5 acres and a "trout stream" drainage area of 37.5 square miles, the NTU value to use in Part III.D.4. is 75 NTU.

Example 2: For a site size of 51.7 acres and "waters supporting warm water fisheries" drainage area of 72 square miles, the NTU value to use in Part III.D.4. is 100 NTU.

## SILT FENCE - TYPE NON-SENSITIVE



- NOTES:**
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
  2. HEIGHT (\*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.



- NOTES:**
1. ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
  2. FILTER MEDIA™ FILL TO MEET APPLICATION REQUIREMENTS.
  3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.

## GEOTEXTILE FABRICS

- STONE/SOIL INTERFACE**  
CONTECH FILTER FABRIC  
(OR APPROVED EQUAL  
PER GDOT QUALIFIED PRODUCT LIST #28)
- CONTECH C70/06 FOR WOVEN FABRIC  
CONTECH C45NW FOR NON-WOVEN FABRIC
- TURF REINFORCEMENT MAT**  
PROPEX TRM  
(OR APPROVED EQUAL  
PER GDOT QUALIFIED PRODUCT LIST #49)
- LANDLOK 450 FOR DITCH FLOWS UP TO 18fps AND SLOPES 3:1 AND FLATTER
- PYRAMAT 75 FOR DITCH FLOWS UP TO 25fps AND SLOPES GREATER THAN 3:1



PROJECT  
COVE RIDGE POND  
COVE RIDGE  
DALTON, GA

CLIENT  
CITY OF DALTON  
PO BOX 1205, 535 ELM STREET  
DALTON, GA 30722

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IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE WORK UNTIL THE CONFLICT, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNLESS THEY HAVE BEEN APPROVED, FORWARDED AND SIGNED BY THE APPROPRIATE AGENCIES AND ALL NECESSARY PERMITS AND LICENSES HAVE BEEN OBTAINED. THE OWNER IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS.

Revisions	Date

Drawing Title  
**SOIL EROSION  
SEDIMENTATION  
AND POLLUTION  
CONTROL  
DETAILS**

DATE	9/15/2020	DRAWING NO.	C5
PROJECT NO.	20-020		

**Ds1** DISTURBED AREA STABILIZATION (WITH MULCHING ONLY) - 4 INCH MINIMUM COVERAGE

**Ds2** PLANTS, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS

Species	Broadcast Rates 2/ - PLS 3/ Per Acre Per 1000 sq. ft.	Resource Area	Planting Dates by Resource Areas												Remarks	
			J	F	M	A	M	J	J	A	S	O	N	D		
MILLET, PEARL (Pennisetum glaucum) alone	50 lbs. 1.1 lb	M-L														88,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
OATS (Avena sativa) alone	4 bu. (128 lbs.) 2.9 lb	M-L														13,000 seed per pound. Use on productive soils. Not as winterhardy as rye or barley.
RYE (Secale cereale) alone	3 bu. (96 lbs.) 3.9 lb	M-L														18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.
RYEGRASS, ANNUAL (Lolium temerarium) alone	40 lbs. 0.9 lb	M-L														227,000 seed per pound. Dense cover. Very competitive in mixtures.
SUDANGRASS (Sorghum sudanese) alone	60 lbs. 1.4 lb	M-L														55,000 seed per pound. Good on droughty sites. Not recommended for mixtures.

**Ds3** PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER

Species	Broadcast Rates 1/ - PLS 2/ Per Acre Per 1000 sq. ft.	Resource Area 3/	Planting Dates by Resource Areas												Remarks	
			J	F	M	A	M	J	J	A	S	O	N	D		
BERMUDA SPRIGS (Cynodon dactylon) Coastal, Common, Midland, or Till 44	40 cu. ft. 0.9 cu. ft. or spd plugs 3' x 3'	M-L														A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 800 sprigs.
BAHIA, WILMINGTON (Paspalum notatum) alone or with temporary cover with other perennials	60 lbs. 1.4 lb 30 lbs. 0.7 lb	M-L														166,000 seed per pound. Low growing. Soil forming. Slow to establish. Plant with a companion crop. Will spread into bermuda pastures and lawns. Mix with Sericea lespedeza or weeping lovegrass.
CROWNTECH (Coronilla varia) alone with other perennials	15 lbs. 0.3 lb	M-L														100,000 seeds per pound. Dense growth. Drought tolerant and fire resistant. Attractive rose, pink, and white blossoms spring to late fall. Mix with 30 pounds of Tall fescue or 15 pounds of rye. Inoculate seed with M inoculant. Use from North Atlanta and Georgia.
FESCUE, TALL (Festuca arundinacea) alone with other perennials	50bs 1.1 lb 30cu. ft. 0.7 cu. ft.	M-L														227,000 seeds per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial lespedezas or Crownvetch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
REED CANARY GRASS (Phalaris arundinacea) alone with other perennials	50 cu. ft. 1.1 cu. ft. 30 cu. ft. 0.7 cu. ft.	M-L														Grows similar to Tall fescue.

**TABLE 3. FERTILIZER RATES**

PLANTING OPTIONS	YEAR	ANALYSIS	# PER ACRE	# PER 1000 SQ. FT.	# PER ACRE	# PER 1000 SQ. FT.
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
COMMON BERMUDA (HULLLED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
RYE GRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3	
CROWNTECH	AT PLANTING	6-12-12	1500	35	0-50	0-1.2
RYE GRASS	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
WEeping LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
APPALOW LESPEDEZA (SCARIFIED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
BROWNTOP MILLET	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
SUNFLOWER "ATLANTIC MAXIMILIANT"	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
WEeping LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
COMMON BERMUDA (HULLLED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
BROWNTOP MILLET	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
WEeping LOVEGRASS	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3
YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3	

**Du DUST CONTROL**

**NOTES:**

- The generation of dust during grading operations will be controlled by the use of temporary vegetation and mulching in disturbed areas.
- In an emergency situation, the site should be sprinkled with water until the surface is wet. This process should be repeated as necessary.
- All disturbed areas must be grassed with permanent vegetation within 14 days of achieving finished grade.

**TP**

**NOTES:**

- STOCKPILED TOPSOIL WILL BE COVERED WITH PLASTIC OR STRAW.
- DEPENDING ON LOCATION, SILT FENCE MAY BE REQUIRED ON DOWNSTREAM SIDE OF STOCKPILE AREA

**VEGETATIVE PLAN FOR AREAS DISTURBED DURING CONSTRUCTION**

All bare areas resulting from construction operations will be established to perennial vegetation as soon as possible after final grading is complete.

**A. Initial Treatment**

- Seedbed Preparation:** Prepare seedbed to depth of at least 4 inches on all areas where a good seedbed is not present. Remove rocks, roots, and other objects that will interfere with vegetation establishment or maintenance operations. No seedbed preparation needed where hydroseeded. Lime must be included in initial seedbed preparation minimum coverage of 2 tons per acre.
- Fertilizer:** Apply 1500 pounds of 6-12-12 analysis fertilizer (or equivalent) per acre. Spread lime and fertilizer uniformly over all areas immediately before final land preparation and mix thoroughly with the soil. Apply topdressing of 50 pounds per acre of ammonium nitrate (or equivalent) when plants are 2 to 4 inches tall.
- Seeding:** All areas will be seeded with TALL FESCUE at a rate of 50 lbs. per acre or appropriate seasonal grass (SEE SEEDING SCHEDULE). Seed will be distributed uniformly over the area and covered to a depth of about 2 inches. If the area is to be sprigged, plant only fringed dug sprigs and keep them cool and moist until planted. Firm seeded or sodded areas with cultipacker or roller immediately following planting.
- Mulching:** Pond spillways and all seeded areas with slopes greater than 3 percent will be mulched immediately after seeding by spreading uniformly dry straw or hay, free from competing weeds, at the rate of about 2 tons per acre or to cover approximately 75 percent of the ground surface. When feasible, anchor mulch with a packer or disk harrow with the blades set straight or with emulsified asphalt (grade AES) at a rate of 100 gallons emulsion mixed with 100 gallons water for each ton of mulch.

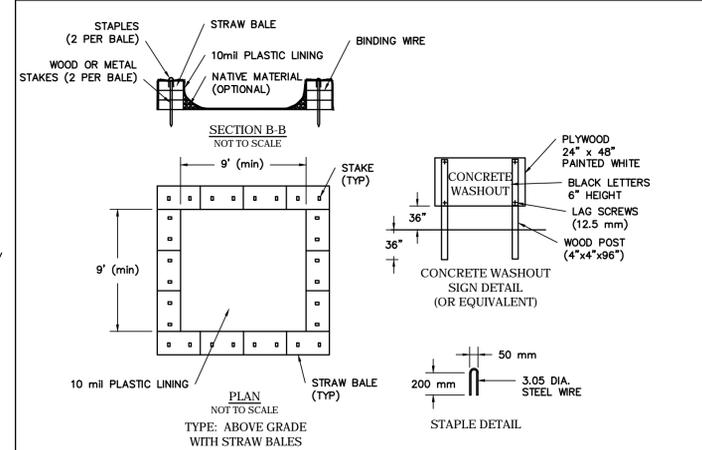
**B. Management**

Second year application of 800 pounds of 6-12-12 analysis fertilizer per acre and topdress with 20 pounds of ammonium nitrate per acre. Apply agricultural limestone at the rate of 2 tons per acre every 4 to 6 years. The area may be mowed at proper season to control vegetation.

**C. Other Requirements or Exceptions**

Where liquid plastic materials are used with the hydroseeding operation, no hay mulch is required. When the season for seeding perennial seed has expired, a temporary cover of wheat or rye may be established. As soon as it is practical, perennial seed shall be sown in areas where a temporary cover has been sown.

**SEEDING NOTE: IF PERMANENT VEGETATION IS REQUIRED BEFORE SEPTEMBER 15, USE THE APPROPRIATE SEED AND FERTILIZER FROM THE CHARTS.**



**NOTES:**

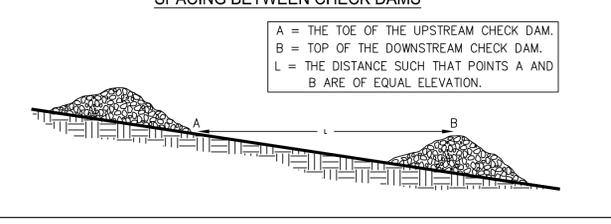
- ACTUAL LAYOUT DETERMINED IN THE FIELD.
- THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

**NOTES:**

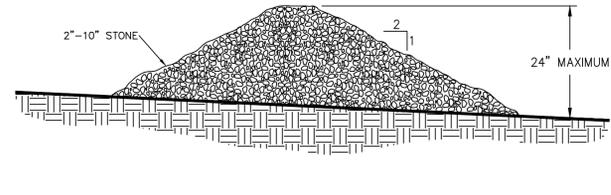
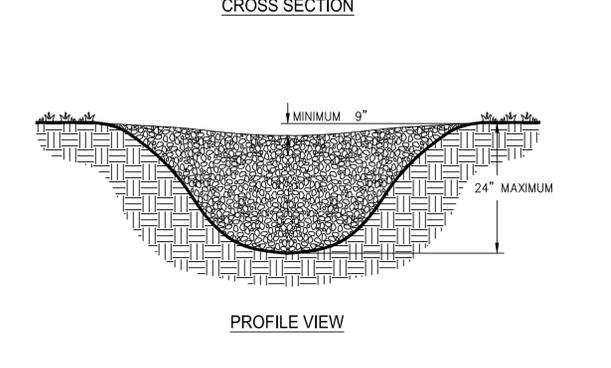
- Temporary concrete washout facilities shall be located a minimum of 50 ft from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.
- A sign shall be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
- Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations.
- Temporary washout facilities shall have a temporary pit or bermed areas of sufficient volume to completely contain all liquid and waste concrete materials generated during washout procedures.
- Perform washout of concrete mixer trucks in designated areas only.
- Wash concrete only from mixer truck shoots/utes into concrete wash outapproved concrete washout facility. Washout may be collected in an impermeable bag for disposal.
- Pump excess concrete in concrete pump bin back into concrete mixer truck.
- Concrete washout from concrete pumper bins can be washed into concrete pumper trucks and discharged into designated washout area or properly disposed offsite.
- Transit trucks are not to be washed at concrete washout.
- Once concrete wastes are washed into the designated area and allowed to harden, the concrete shall be broken up, removed, and disposed of per state and local regulations.
- On site concrete waste storage and disposal procedures shall be monitored at least weekly.
- When temporary concrete washout facilities are no longer required for the work, the hardened concrete shall be removed and disposed of in conformance with state and local regulations.
- Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired.

**TEMPORARY ON-SITE CONCRETE TRUCK WASH**

**STONE CHECK DAM Cd-S**



**STONE CHECK DAM CROSS SECTION**

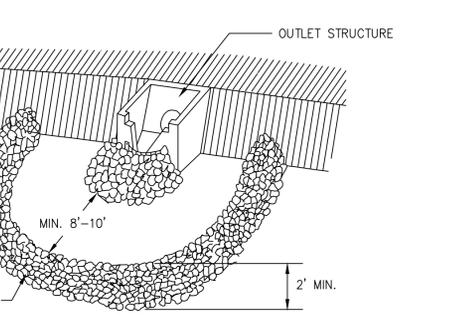


**NOTES:**

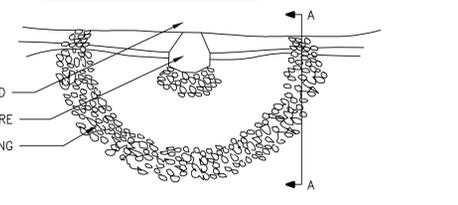
- CHECK DAMS ARE TO BE USED ONLY IN SMALL OPEN CHANNELS (THEY ARE NOT TO BE USED IN LIVE STREAMS).
- THE DRAINAGE AREA FOR STONE CHECK DAMS SHALL NOT EXCEED TWO ACRES.
- THE CENTER OF THE CHECK DAM MUST BE AT LEAST 9 INCHES LOWER THAN THE OUTER EDGES.
- THE DAM HEIGHT SHOULD BE A MAXIMUM OF 2 FEET FROM CENTER TO RIM EDGE.
- THE SIDE SLOPES OF THE CHECK DAM SHALL NOT EXCEED A 2:1 SLOPE.
- GEOTEXTILE SHALL BE USED TO PREVENT THE MITIGATION OF SUBGRADE SOIL PARTICLES INTO THE STONES (REFER TO AASHTO M288-96, SECTION 7.3, TABLE 3).

**STONE FILTER RING Fr**

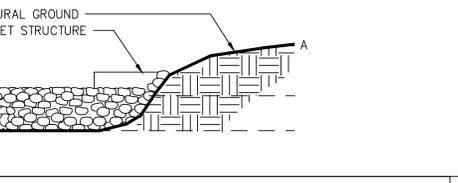
**PERSPECTIVE VIEW**



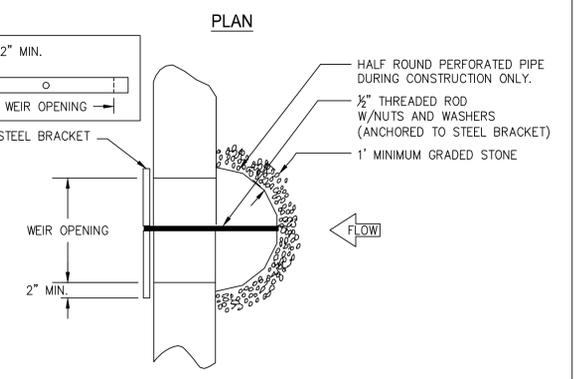
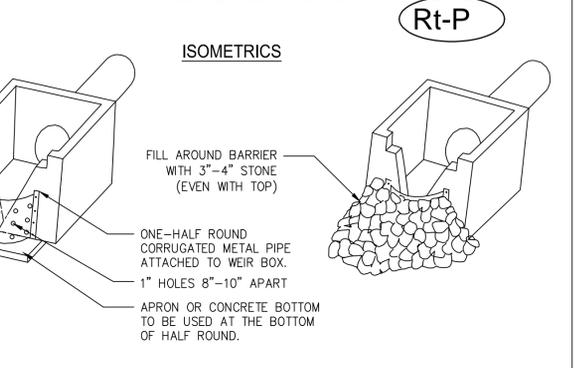
**PLAN VIEW (NOT TO SCALE)**



**CROSS SECTION (NOT TO SCALE)**



**PERFORATED HALF-ROUND PIPE WITH STONE FILTER Rt-P**



**Ds3 CRITICAL AREA VEGETATIVE PLAN Ds3**

**GENERAL** - This vegetative plan will be carried out on road cut and fill slopes, shoulders, and other critical areas created by construction and land disturbance activities. Seeding will be done as soon as construction in an area is completed. Plantings will be made to control erosion, to reduce damages from sediment and runoff to downstream areas, and to improve the safety and beauty of the development area.

**SOIL CONDITIONS** - Due to grading and construction, the area to be treated is mainly subsoil and substrate. Fertility is low and the physical characteristics of the exposed material are unfavorable to all but the most hardy plants.

**TREATMENT SPECIFICATIONS**

**A. Hydroseeding.** When hydraulic seeding and fertilizing equipment is used, no grading and shaping or seedbed preparation will be required. The fertilizer, seed and wood cellulose fiber mulch will be mixed with water and applied to a slurry. All slurry ingredients must be combined to form a homogeneous mixture, and spread uniformly over the area, leaving about 25% of the ground surface exposed.

**B. Hand seeding.** Grade, shape and smooth where needed to provide for safe equipment operation at seeding time and for maintenance purposes. The lime and fertilizer in dry form will be spread uniformly over the area immediately before seedbed preparation. A seedbed will be done with cultipacker-seeder, drill, rotary seeder or other mechanical or hand seeder. Seed will be distributed uniformly over a freshly prepared seedbed and covered lightly. Within 24 hours after seeding, straw or hay mulch will be spread uniformly over the area, leaving about 25% of the ground surface exposed. Mulch will be spread with blower-type mulch equipment or by hand and anchored immediately after it is spread. A disk harrow with the disk set straight or a special packer disk may be used to press the mulch into the soil.

**PREPARATION APPLICATION RATES**  
 Agricultural limestone: 4000 lbs/acre Fertilizer 5-10-15: 1500 lbs/acre  
 Mulch, straw or hay: 5000 lbs/acre Fiber mulch: 1000 lbs/acre \*\*  
 \*\* required only on hydroseeding operations

**TOPDRESSING:** To be applied when plants are 2-4 inches. Fertilize 300 lbs/acre  
 0-20-20 or equivalent: 500 lbs/acre (hydroseeding) or 5-10-15 800 lbs/acre

**SECOND YEAR FERTILIZER**  
 Fescue: 50 lbs/acre : 6/15 to 2/28 Rye: 50 lbs/acre : 11/1 to 2/18  
 Bermuda: 10 lbs/acre : 3/1 to 6/15 Lovegrass: 4 lbs/acre : 3/1 to 6/15  
 Sericea lespedeza: 60 lbs/acre 3/1 to 6/15



GA PROFESSIONAL ENGINEER NO. 26730  
 LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

**PROJECT**  
 COVE RIDGE POND  
 COVE RIDGE  
 DALTON, GA

**CLIENT**  
 CITY OF DALTON  
 PO BOX 1205, 535 ELM STREET  
 DALTON, GA 30722

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Revisions	Date

**Drawing Title**  
**SOIL EROSION SEDIMENTATION AND POLLUTION CONTROL DETAILS**

**DATE** 9/15/2020 **DRAWING NO.** C6

**PROJECT NO.** 20-020

**Project Description**

The site is ±1.0 acres and is located between Cove Ridge and Winton Drive, Dalton, Georgia. It is a part of Stonewood Chase subdivision. Stormwater runoff from the site drains to the north and then to Mill Creek. The owner plans to construct a detention pond to attenuate the peak flow for the immediate drainage basin. Approximately 1.0 acres will be disturbed during construction.

**Erosion and Sediment Control**

Sediment storage will be handled onsite with a retrofitted detention pond, check dams and silt fence. A construction exit will be installed to help reduce vehicle tracking of sediments. The road will be monitored daily for excess mud, dirt or rock tracked from the site. Any observed excess shall be swept that day. Dump trucks hauling material from the site will be covered with a tarpaulin. The generation of dust during grading operations will be controlled by the use of temporary vegetation and mulching in disturbed areas. In an emergency situation, the site will be sprinkled with water until the surface is wet. This process should be repeated as necessary. All disturbed areas must be grassed with permanent vegetation within 14 days of achieving finished grade.

**Maintenance/Inspection Procedures (Permittee Requirements)**

- (1) Each day when any type of construction activity has taken place at a primary permittee's site, certified personnel provided by the primary permittee shall inspect: (a) all areas at the primary permittee's site where petroleum products are stored, used or handled for spills and leaks from vehicles and equipment; (b) all locations at the primary permittee's site where vehicles enter or exit the site for evidence of off-site sediment tracking
- (2) Measure and record rainfall within disturbed areas of the site that have not met final stabilization once every 24 hours except any non-working Saturday, non-working Sunday and non-working Federal holiday. The data collected for the purpose of compliance with this permit shall be representative of the monitored activity. Measurement of rainfall may be suspended if all areas of the site have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region.
- (3) Certified personnel (provided by the primary permittee) shall inspect at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater (unless the storm ends after 5:00 PM on any Friday or on any non-working Saturday, non-working Sunday or any non-working Federal holiday in which case the inspection shall be completed by the end of the next business day and/or working day, whichever occurs first): (a) disturbed areas of the primary permittee's construction site; (b) areas used by the primary permittee for storage of materials that are exposed to precipitation; and (c) structural control measures. Erosion and sediment control measures identified in the Plan applicable to the primary permittee's site shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s). For areas of a site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region, the permittee must comply with Part IV.D.3.a(3). These inspections must be conducted until a Notice of Termination is submitted.
- (4) Certified personnel (provided by the primary permittee) shall inspect at least once per month during the term of this permit (i.e. until a Notice of Termination is received by EPD) the areas of the site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and the receiving water(s). Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s).
- (5) Based on the results of each inspection, the site description and the pollution prevention and control measures identified in the Erosion, Sedimentation and Pollution Control Plan, the Plan shall be revised as appropriate not later than seven (7) calendar days following each inspection. Implementation of such changes shall be made as soon as practical but in no case later than seven (7) calendar days following each inspection.
- (6) A report of each inspection that includes the name(s) of certified personnel making each inspection, the date(s) of each inspection, construction phase (i.e., initial, intermediate or final), major observations relating to the implementation of the Erosion, Sedimentation and Pollution Control Plan, and actions taken in accordance with Part IV.D.4.a.(5), of the permit shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction project that has been phased has undergone final stabilization and a Notice of Termination is submitted to EPD. Such reports shall be readily available by end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. Where the report does not identify any incidents, the inspection report shall contain a certification that the best management practices are in compliance with the Erosion, Sedimentation and Pollution Control Plan. The report shall be signed in accordance with Part V.c.2. of this permit.
- (7) All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- (8) Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- (9) Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- (10) The sediment basin and sediment traps will be inspected for depth of sediment. A stake will be placed in each with the cleanout elevation marked on the stake. Built up sediment will be removed when it reaches the cleanout elevation or at the end of the job.
- (11) Diversion dike will be inspected and any breaches promptly repaired.
- (12) Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- (13) The contractor or personnel trained by the contractor in inspection and maintenance practices will be responsible for keeping the erosion and sediment controls onsite in good working order.

**Stormwater Sampling**

Stormwater sampling is not required for this project.

**Retention of Records**

- (1) The primary permittee shall retain the following records at the construction site or the records shall be readily available at the designated alternate location from commencement of construction until such time as the NOT is submitted in accordance with Part VI: (a) A copy of all Notices of Intent submitted to EPD; (b) A copy of the Erosion, Sedimentation and Pollution Control Plan required by this permit; (c) The design professional's report of the results of the inspection conducted in accordance with Part IV.A.5. of this permit; (d) A copy of all monitoring information, results and reports required by this permit; (e) A copy of all inspection reports generated in accordance with Part IV.D.4.a of this permit; (f) A copy of all violation summaries and violation summary reports generated in accordance with Part III.D.2. of this permit; and (g) Daily rainfall information collected in violation with Part IV.D.4a(1)(c) of this permit.
- (2) Copies of all Notices of Intent, Notices of Termination, reports, plans, monitoring reports, monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, Erosion, Sedimentation and Pollution Control Plans, records of all data used to complete the Notice of Intent to be covered by this permit and all other records required by this permit shall be retained by the permittee who either produced or used it for a period of at least three years from the date that the NOT is submitted in accordance with Part VI of this permit. These records must be maintained at the permittee's primary place of business or at a designated alternate location once the construction activity has ceased at the permitted site. This period may be extended by request of the EPD at any time upon written notification to the permittee.

**Stormwater Management**

This project is for the construction of a detention pond. All disturbed areas will be stabilized to reduce erosion.

**Inventory for Pollution Prevention Plan**

The following materials or substances are expected to be present onsite during construction:

- Building Materials
- Concrete
- Asphalt
- Petroleum based products
- Fertilizers

NO WASTE MATERIALS WILL BE DISPOSED OF INTO STORM WATER INLETS OR WATERS OF THE STATE.

**Waste Materials**

All waste materials will be collected and stored in a securely lidded metal dumpster. The dumpster will meet all solid waste management regulations. All trash and construction debris from the site will be deposited in the dumpster. The dumpster will be emptied a minimum of once per week or more often if necessary and trash will be hauled as required by local regulations. No construction waste will be buried onsite.

All personnel will be instructed on proper procedures for waste disposal. A notice stating these practices will be posted at the jobsite and the Contractor will be responsible for seeing that these procedures are followed.

**Spill Prevention**

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

**Good Housekeeping**

The following good housekeeping practices will be followed onsite during construction:

- An effort will be made to store only enough products required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure proper use and disposal of materials onsite.

**Hazardous Wastes**

All hazardous waste materials will be disposed of in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. The job site superintendent, who will also be responsible for seeing that these practices are followed, will instruct site personnel in these practices. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored on/ or used and another copy of each MSDS will be maintained in the ESPCC file at the job site construction trailer office. Each employee who must handle a substance with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.

The contractor will implement the Spill Prevention Control Countermeasure (SPCC) Plan found within this ESPCC and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with stormwater discharges. If such contact occurs, the stormwater discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated stormwater. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the SPCC plan.

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

**Sanitary Wastes**

A minimum of one portable sanitary unit will be provided for every ten (10) workers on the site. All sanitary waste will be collected from the portable units a minimum of one time per week by a licensed portable facility provider in complete compliance with local and state regulations.

All sanitary waste units will be located in an area where the likelihood of the unit contributing to storm water discharge is negligible. Additional containment BMPs must be implemented, such as gravel bags or specifically designed plastic skid containers around the base, to prevent wastes from contributing to storm water discharges. The location of sanitary waste units must be identified on the Erosion Control Plan Grading Phase, Sheet C2, by the contractor once the locations have been determined.

Post-construction wastewater management will be provided by on-site septic system.

**Petroleum Products**

Containers for products such as fuels, lubricants and tars will be inspected daily for leaks and spills. This includes on-site vehicle and machinery daily inspections and regular preventive maintenance for such equipment. Equipment maintenance areas will be located away from state water, natural drains and storm water drainage inlets. In addition, temporary fueling tanks shall have a secondary containment liner to prevent/minimize site contamination. Discharge of oils, fuels and lubricants is prohibited. Proper disposal methods will include collection in a suitable container and disposal as required by local and State regulations.

**Paints/Finishes/Solvents**

All paints will be stored in tightly sealed original containers when not in use. Excess product will not be discharged to the storm water collection system. Excess product materials used with these products and product containers will be disposed of according to manufacturer's specifications and recommendations.

**Concrete Truck Washing**

Concrete trucks will only be washed out either at an acceptable off-site facility or at a temporary on-site wash area (see detail). NO DRUM WASHOUT WILL BE ALLOWED ONSITE.

**Fertilizers/Herbicides**

These products will be applied at rates that do not exceed the manufacturer's specifications or above the guidelines set forth in the crop establishment or in the GSWCC Manual for Erosion and Sediment Control in Georgia. Any storage of these materials will be under roof in sealed containers.

**Building Materials**

No building or construction materials will be buried or disposed of onsite. All such material will be disposed of in proper waste disposal procedures. All materials stored onsite must be covered by plastic or temporary roofs to minimize exposure to precipitation and stormwater. This includes, but is not limited to, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and any other building materials. Degradable and/or spillable materials should be stored off the ground on pallets or other means to minimize exposure to stormwater runoff.

**Spill Cleanup and Control Practices**

In addition to the good housekeeping and material management procedures previously discussed, the following practices will be followed for spill prevention and cleanup:

- Local, State and manufacturer's recommended methods for spill cleanup will be clearly posted and procedures will be made available to site personnel.
- Material and equipment necessary for spill cleanup will be kept in the material storage areas. Typical materials and equipment includes, but is not limited to, brooms, dustpans, mops, rags, gloves, goggles, coat litter, sand, sawdust and property labeled plastic and metal waste containers.
- Spill prevention practices and procedures will be reviewed after a spill and adjusted as necessary to prevent future spills.
- All spills will be cleaned up immediately upon discovery. All spills will be reported as required by local, State and Federal regulations.
- Spills of toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.
- FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
- FOR SPILLS OF AN UNKNOWN AMOUNT, THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-426-2675.
- FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACT, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.
- FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACT, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The site superintendent responsible for the day-to-day operations will be the spill prevention and cleanup coordinator.

The contractor shall notify the licensed professional who prepared this plan if more than 1320 gallons of petroleum is stored onsite (this includes capacities of equipment) or if any one piece of equipment has a capacity greater than 860 gallons. The Contractor will need a Spill Prevention Containment and Countermeasures Plan prepared by that licensed professional.

- 1. THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES), GEORGIA GENERAL PERMIT NO. GAR 100003 FOR COMMON DEVELOPMENT PROJECTS.
- 2. THE OWNER AND CONTRACTOR AND/OR INDIVIDUAL RESPONSIBLE FOR DAILY ACTIVITIES ON THE SITE MUST OBTAIN A COPY OF THE APPROPRIATE NPDES PERMIT GEORGIA GENERAL PERMIT NO. GAR 100003 FOR COMMON DEVELOPMENT PROJECTS AND BECOME FAMILIAR WITH THE REQUIREMENTS OF THE PERMIT.
- 3. THIS EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS JANUARY 1 OF THE YEAR IN WHICH THE LAND DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100003.
- 4. **NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25 FEET OF THE COASTAL MARCHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.**
- 5. THIS PERMIT ONLY ALLOWS FOR THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITIES. ALL NON-STORMWATER DISCHARGES, INCLUDING, BUT NOT LIMITED TO, FIRE FIGHTING ACTIVITIES, FIRE HYDRANT FLUSHING, POTABLE WATER SOURCES INCLUDING WATER LINE FLUSHING; IRRIGATION DRAINAGE; AIR CONDITIONING CONDENSATE; SPRINGS; UNCONTAMINATED GROUNDWATER; AND FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS OR POLLUTANTS MUST BE TREATED PRIOR TO LEAVING THE SITE. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED THROUGH A SEDIMENTATION POND, SEDIMENT TRAP OR OTHER BEST MANAGEMENT PRACTICE (BMP) PRIOR TO LEAVING THE SITE OR ENTERING STATE WATER(S).
- 6. **WASTE MATERIALS SHALL NOT BE DISCHARGED INTO STATE WATERS EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.**
- 7. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A SITE SHALL BE PREVENTED. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE OF THE REPORTING REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 OCCURS DURING A 24 HOUR PERIOD, THE PERMITTEE IS REQUIRED TO NOTIFY EPD AT (404) 656-4863 OR (800) 241-4113 AND THE NATIONAL RESPONSE CENTER (NRC) AT (800) 424-8802 IN ACCORDANCE WITH THE REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 AS SOON AS HE/SHE HAS KNOWLEDGE OF THE DISCHARGE.
- 8. NOTHING IN THE PERMIT SHALL BE CONSTRUED TO PRECLUDE THE INSTITUTION OF ANY LEGAL ACTION OR RELIEVE THE PERMITTEE FROM ANY RESPONSIBILITIES, LIABILITIES, OR PENALTIES ESTABLISHED PURSUANT TO ANY APPLICABLE STATE LAW OR REGULATION UNDER AUTHORITY PRESERVED BY SECTION 510 OF THE CLEAN WATER ACT. NOTHING IN THIS PERMIT, UNLESS EXPLICITLY STATED, EXEMPTS THE PERMITTEE FROM COMPLIANCE WITH OTHER APPLICABLE LOCAL, STATE AND FEDERAL ORDINANCES, RULES, REGULATIONS AND LAWS. FURTHERMORE, IT IS NOT A DEFENSE TO COMPLIANCE WITH THE COMPLIANCE WITH THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN OR FAILED TO TAKE ENFORCEMENT ACTION AGAINST THE PERMITTEE FOR VIOLATIONS OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN, OR OTHER PROVISIONS OF THE PERMIT.
- 9. NO CONDITION OF THE PERMIT SHALL RELEASE THE PERMITTEE FROM ANY RESPONSIBILITY OR REQUIREMENTS UNDER OTHER ENVIRONMENTAL STATUTES OR REGULATIONS.
- 10. THE PRIMARY PERMITTEE(S), AS APPLICABLE, WHO BEGAN CONSTRUCTION ON OR BEFORE THE EFFECTIVE DATE OF THIS PERMIT SHALL AMEND THEIR PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT, I.E., THOSE BMP'S WHERE THE DESIGN IS BASED UPON RAINFALL INTENSITY, DURATION AND RETURN FREQUENCY OR STORMS OR ON THE POTENTIAL FOR THE DISCHARGE OF POLLUTANTS TO THE WATERS OF GEORGIA AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN, IF THE PLAN PROVES TO BE INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART IV.D.2 OF THE PERMIT, OR IF THE PLAN PROVES TO BE INEFFECTIVE IN ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. AMENDMENTS TO THE PLAN MUST BE CERTIFIED BY A DESIGN PROFESSIONAL AS PROVIDED IN THE PERMIT.
- 11. THIS PLAN HAS BEEN DESIGNED USING BMP'S, INCLUDING SOUND CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH AND NO LESS STRINGENT THAN THOSE PRACTICES CONTAINED IN THE MANUAL.
- 12. **ANY AMENDMENTS OR REVISIONS TO THE EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.**
- 13. THE OWNER MUST ENSURE THAT CONSTRUCTION ON THIS SITE MEETS THE REQUIREMENTS OF THE GEORGIA DEPARTMENT OF ENVIRONMENTAL HEALTH AND GAEPD FOR WASTE DISPOSAL, SANITARY SEWER AND/OR SEPTIC SYSTEMS.
- 14. NOTHING IN THIS PERMIT SHALL BE CONSTRUED TO PRECLUDE THE INSTITUTION OF ANY LEGAL ACTION OR RELIEVE THE PERMITTEE FROM ANY RESPONSIBILITIES, LIABILITIES, OR PENALTIES TO WHICH THE PERMITTEE IS OR MAY BE SUBJECT UNDER THE GEORGIA HAZARDOUS WASTE MANAGEMENT ACT, O.C.G.A. 12-8-60, ET SEQ. OR UNDER CHAPTER 14 OF TITLE 12 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; NOR IS THE OPERATOR RELIEVED FROM ANY RESPONSIBILITIES, LIABILITIES OR PENALTIES TO WHICH THE PERMITTEE IS OR MAY BE SUBJECT UNDER SECTION 311 OF THE CLEAN WATER ACT OR SECTION 106 OF COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT.
- 15. THE OWNER/DEVELOPER IS RESPONSIBLE FOR MAINTAINING ALL RECORDS PERTAINING TO THE NPDES PERMIT FOR 3 YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED.
- 16. **THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.**
- 17. **EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.**
- 18. ALL DESIGNS WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL).
- 19. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT PAVED WILL BE SEEDED FOR PERMANENT VEGETATION.
- 20. BMP'S MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE PROPERLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- 21. CONSTRUCTION DEBRIS MUST BE KEPT FROM LEAVING THE SITE AND/OR ENTERING STREAM CHANNELS AT ALL TIMES.
- 22. STOCKPILED SOIL SHALL BE LOCATED FAR ENOUGH FROM STREAMS AND DRAINAGE WAYS SO THAT RUNOFF CANNOT CARRY SEDIMENT DOWNSTREAM. PROVIDE BMP'S TO CONTROL SEDIMENT FROM STOCKPILED SOIL.
- 23. **ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.**
- 24. PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION SHALL BE APPLIED AS SOON AS PRACTICABLE AFTER FINISH GRADING AND NO LATER THAN FOURTEEN (14) DAYS AFTER EARTH MOVING HAS ENDED.
- 25. ALL ONSITE SLOPES MUST BE NO STEEPER THAN 2:1. ANY SLOPE STEEPER THAN 2:1 MUST BE STABILIZED WITH A RETAINING WALL OR OTHER SLOPE STABILIZATION METHOD AND HAVE A 4 FOOT (MIN.) CONTINUOUS FENCE INSTALLED AT THE TOP.
- 26. SILT FENCES MUST BE INSTALLED ON THE DOWNHILL SIDE OF ALL LAND DISTURBING ACTIVITIES. STRAW BALES MAY NOT BE USED AS A SEDIMENT BARRIER. A BRUSH BARRIER IS AN ACCEPTABLE ALTERNATIVE TO SILT FENCE.
- 27. BMP'S MUST BE INSTALLED TO MINIMIZE OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST.
- 28. REFER TO THE MANUAL FOR ADDITIONAL PRACTICES AND METHODS.
- 29. OFFSITE BORROW PITS OR WASTE AREAS MUST HAVE AN APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.
- 30. STEPHEN R. RICHARDS, PE OR SOMEONE UNDER HIS DIRECT SUPERVISION HAS VISITED THIS SITE PRIOR TO THE DESIGN OF THE E&S PLAN.
- 31. PER THE REQUIREMENTS OF THE STATE OF GEORGIA, THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMP'S WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE OWNER MUST NOTIFY THE DESIGN PROFESSIONAL, IN WRITING, AT LEAST ONE (1) WEEK PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE THE INSPECTION. WITHOUT THE INSPECTION, THE SITE WILL NOT BE IN COMPLIANCE AND MAY BE SUBJECT TO FINES OR OTHER ACTIONS FROM THE STATE OF GEORGIA. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR THE CLIENT'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT.
- 32. THIS DRAWING HAS BEEN PREPARED FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL PERMITTING PER THE REQUIREMENTS OF THE STATE OF GEORGIA. ADDITIONAL PERMITS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ABIDING BY THE REQUIREMENTS OF ISSUANCE. ADDITIONAL PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS PERMITS FROM THE US ARMY CORPS OF ENGINEERS AND STREAM BUFFER ENCROACHMENT PERMITS FROM GAEPD AND SURFACE MINING PERMITS FROM GAEPD.
- 33. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, CONTACT THE ENGINEER IMMEDIATELY FOR GUIDANCE ON ADDITIONAL BMP'S OR MODIFICATION TO EXISTING BMP'S. ANY DEVIATION FROM THE PLAN MUST BE DESIGNED BY THE ENGINEER AND THE PLAN REVISED.
- 34. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
- 35. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER SILT BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
- 36. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
- 37. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
- 38. EROSION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.
- 39. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS.
- 40. THIS SITE IS NOT LOCATED WITHIN 200' OF A TROUT STREAM AS DEFINED BY GAEPD.
- 41. A WETLANDS STUDY HAS NOT BEEN PERFORMED ON THIS SITE. THERE ARE NO KNOWN WETLANDS ON THIS SITE.
- 42. THERE ARE NO STATE WATERS LOCATED ON OR WITHIN 200' OF THE SITE.
- 43. A PORTION OF THIS PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD ZONE AS SHOWN ON MAPS PREPARED FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE ADMINISTRATION OF THE FLOOD INSURANCE PROGRAM-PANEL NO. 13313C01360, EFFECTIVE DATE 9/19/07.

**RICHARDS & ASSOCIATES ENGINEERING, INC.**  
CIVIL ENGINEERING - LAND PLANNING  
P.O. BOX 220 CHATSWORTH, GA 30705  
(706) 905-0061



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

PROJECT: COVE RIDGE POND, COVE RIDGE, DALTON, GA  
CLIENT: CITY OF DALTON, PO BOX 1205, 535 ELM STREET, DALTON, GA 30722

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IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER IN THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR MUST NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY. THE DESIGN PROFESSIONAL WILL BE RESPONSIBLE FOR RESOLVING ALL NECESSARY PROBLEMS.

THIS PLAN CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, SEEMED AND SIGNED BY THE APPROPRIATE AGENCIES AND SHALL BE SUBJECT TO THE REQUIREMENTS OF THE AGENCIES. THE OWNER IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS.

Revisions table with columns for Revisions and Date.

Drawing Title: SOIL EROSION SEDIMENTATION AND POLLUTION CONTROL NOTES

DATE: 9/15/2020 DRAWING NO. C7  
PROJECT NO. 20-020



GA PROFESSIONAL ENGINEER NO. 26730  
 LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

PROJECT  
 COVE RIDGE POND  
 COVE RIDGE  
 DALTON, GA  
 CLIENT  
 CITY OF DALTON  
 PO BOX 1205, 535 ELM STREET  
 DALTON, GA 30722

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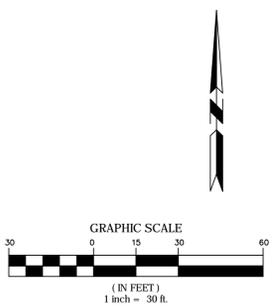
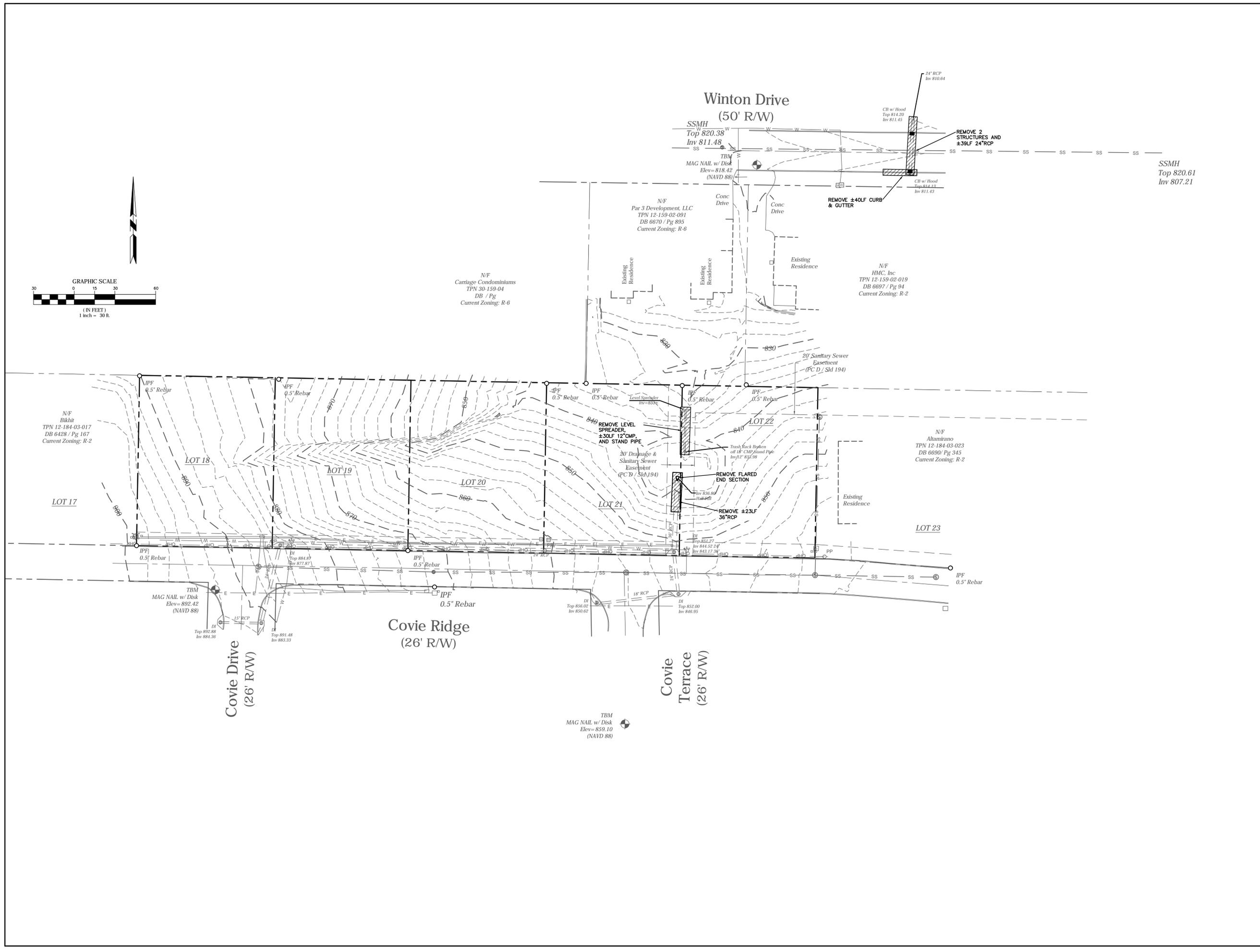
IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER IN THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE OPERATION UNTIL THE CONTRACTOR, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

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Revisions	Date

Drawing Title  
**EXISTING CONDITIONS AND DEMOLITION PLAN**

DATE	9/15/2020	DRAWING NO.	C8
PROJECT NO.	20-020		



**GRADING AND DRAINAGE NOTES**

- CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC DATA, LOCATIONS OF EXISTING UTILITIES, AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- PLACE 4" OF TOPSOIL OVER THE ENTIRE DISTURBED AREA TO SUPPORT VEGETATION.
- ALL CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO CITY OF DALTON REQUIREMENTS.
- CONTRACTOR SHALL CONFINE HIS OFF-SITE ACTIVITIES TO EXISTING RIGHTS OF WAY AND EASEMENTS.
- ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT TYPES WITH A RUBBER GASKET CONFORMING TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO M-170 AND/OR ASTM C-76. CLASS OF PIPE AN WALL THICKNESS SHALL BE IN ACCORDANCE WITH 1030-D, GEORGIA DOT SPECIFICATION, TABLE NO. 1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS AND BRIDGES.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL IMPROVEMENTS PER LOCAL COUNTY JURISDICTION SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR MUST OBTAIN A COPY OF THE LOCAL STANDARDS PRIOR TO BIDDING THIS PROJECT. IF THESE PLANS ARE FOUND TO BE OUT OF SPEC, THE CONTRACTOR SHALL CEASE WORK IMMEDIATELY AND SHALL NOTIFY THE OWNER WITHIN 24 HOURS.
13. ALL PIPE LENGTHS AND SLOPES ARE SHOWN TO THE CENTER OF THE STORM STRUCTURE AND ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT PIPE LENGTHS BASED ON THE TYPE AND SIZE OF STRUCTURE TO BE USED AND THE INLET TOP REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THE STORM STRUCTURE BASED ON THE INLET TOP REQUIRED.
14. CONTRACTOR MUST ENSURE THAT ALL DOWNSTREAM DRAINAGE WAYS ARE CLEAR OF DEBRIS PRIOR TO FINAL INSPECTION BY THE ENGINEER. COORDINATE WITH NEIGHBORS OR APPROPRIATE RIGHT-OF-WAY AUTHORITY PRIOR TO BEGINNING WORK OUTSIDE THE BOUNDARY OF THIS SITE. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO OFF-SITE PROPERTIES.

**RAE**  
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 P.O. BOX 220 CHATSWORTH, GA 30705  
 (706) 955-0661



GA PROFESSIONAL ENGINEER NO. 26730  
 LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

**PROJECT**  
 COVE RIDGE POND  
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 DALTON, GA

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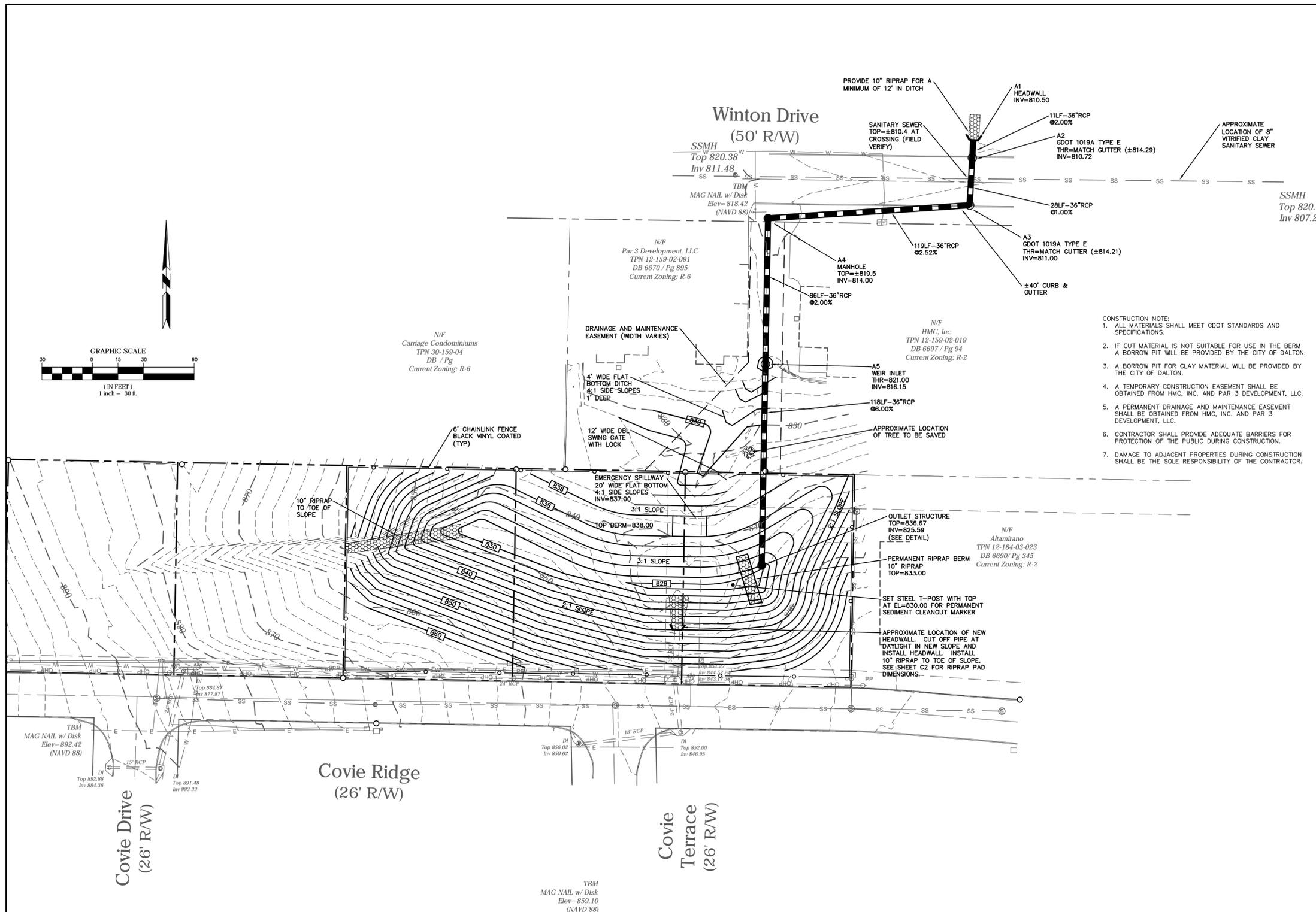
THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNLESS THEY HAVE BEEN APPROVED IN WRITING BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

Revisions	Date

Drawing Title

**PRELIMINARY GRADING AND DRAINAGE PLAN**

DATE	9/15/2020	DRAWING NO.	C9
PROJECT NO.	20-020		



- CONSTRUCTION NOTE:**
- ALL MATERIALS SHALL MEET GDOT STANDARDS AND SPECIFICATIONS.
  - IF CUT MATERIAL IS NOT SUITABLE FOR USE IN THE BERM, A BORROW PIT WILL BE PROVIDED BY THE CITY OF DALTON.
  - A BORROW PIT FOR CLAY MATERIAL WILL BE PROVIDED BY THE CITY OF DALTON.
  - A TEMPORARY CONSTRUCTION EASEMENT SHALL BE OBTAINED FROM HMC, INC. AND PAR 3 DEVELOPMENT, LLC.
  - A PERMANENT DRAINAGE AND MAINTENANCE EASEMENT SHALL BE OBTAINED FROM HMC, INC. AND PAR 3 DEVELOPMENT, LLC.
  - CONTRACTOR SHALL PROVIDE ADEQUATE BARRIERS FOR PROTECTION OF THE PUBLIC DURING CONSTRUCTION.
  - DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**POND OPERATIONS & MAINTENANCE**

- AT THE COMPLETION OF CONSTRUCTION, ALL SEDIMENT AND DEBRIS SHOULD BE REMOVED FROM THE POND & STRUCTURES AND ALL TEMPORARY STRUCTURES REMOVED. THE UNDERCUT AREA SHOULD BE BACKFILLED WITH ACCEPTABLE MATERIAL AND A LAYER OF TOP SOIL, AND GRASSED WITH PERMANENT VEGETATION.
- A VISUAL INSPECTION SHOULD BE PERFORMED AFTER THE FIRST QUALIFYING RAINFALL EVENT TO ENSURE THAT THE ACCUMULATED WATER IN THE POND HAS DRAWN DOWN OVER A 24-48 HOUR PERIOD. THE POND SHOULD BE MONITORED REGULARLY TO ENSURE THAT THE POND AND STRUCTURES CONTINUE TO OPERATE PROPERLY.
- THE SIDES AND BOTTOM OF THE POND AND THE ENTIRE BERM SHALL BE MOWED AT LEAST MONTHLY TO LIMIT UNWANTED VEGETATION AND IMPROVE AESTHETICS.
- THE CITY OF DALTON ASSUMES ALL RESPONSIBILITY FOR OPERATIONS AND MAINTENANCE OF THE POND AND ASSOCIATED STRUCTURES.

**GRADING & DRAINAGE LEGEND**

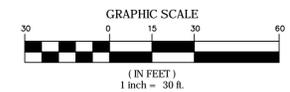
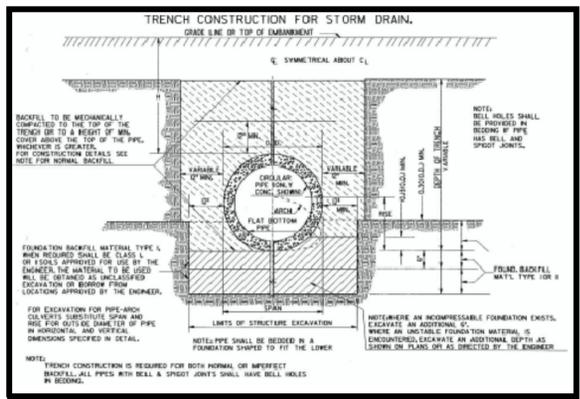
- PROPOSED CURB
- PROPERTY LINE
- PROPOSED STORM SEWER
- PROPOSED STORM INLET
- EXISTING STORM SEWER
- EXISTING CONTOUR
- PROPOSED CONTOUR
- SOIL BOUNDARY
- PROPOSED SPOT ELEVATION
- EXISTING SPOT ELEVATION
- DROP INLET
- SAFETY END SECTION
- HEADWALL
- JUNCTION BOX
- REINFORCED CONCRETE PIPE
- CORRUGATED METAL PIPE
- RIP-RAP
- EXISTING FEATURES ARE SCREENED

**POND MAINTENANCE SCHEDULE**

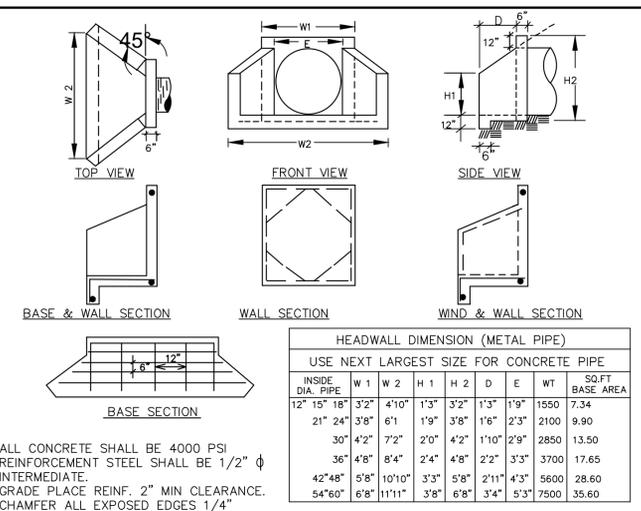
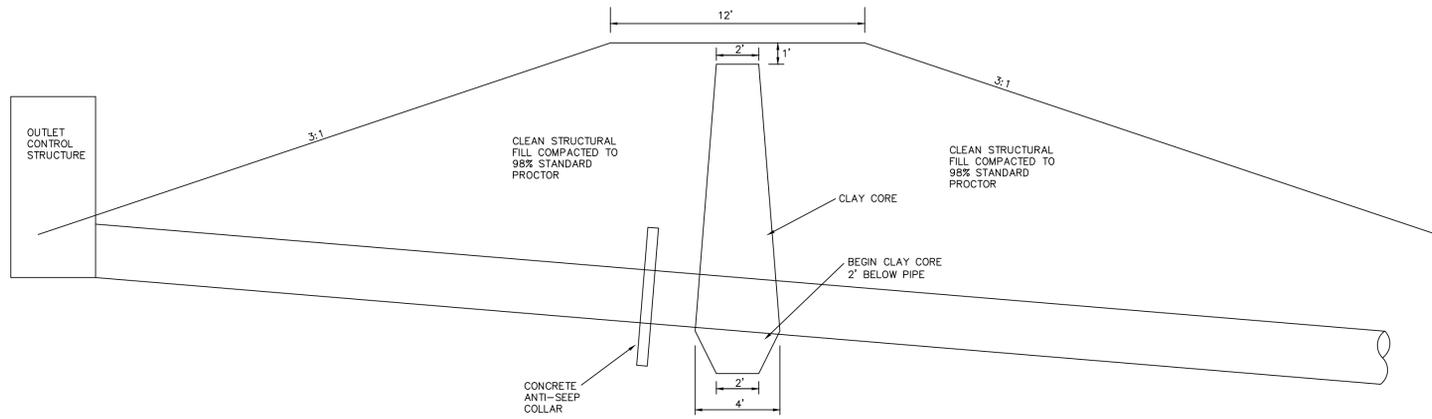
ACTIVITY	SCHEDULE
-CLEAN & REMOVE DEBRIS FROM INLET & OUTLET STRUCTURES. -MOW SIDE SLOPES.	MONTHLY
-INSPECT FOR INVASIVE VEGETATION	SEMI-ANNUAL INSPECTION
-INSPECT FOR DAMAGE, PAYING PARTICULAR ATTENTION TO THE CONTROL STRUCTURE. -CHECK FOR SIGNS OF EUTROPHIC CONDITIONS. -NOTE SIGNS OF HYDROCARBON BUILD-UP, AND REMOVE APPROPRIATELY. -MONITOR FOR SEDIMENT ACCUMULATION IN THE FACILITY & FOREBAY. -EXAMINE TO ENSURE THAT INLET AND OUTLET DEVICES ARE FREE OF DEBRIS AND OPERATIONAL. -EXAMINE PERMANENT STONE FILTER RING TO ENSURE THAT IT IS IN PLACE AND FUNCTIONING PROPERLY. REMOVE ACCUMULATED SEDIMENT AND REPLACE STONE AS NECESSARY.	ANNUAL INSPECTION
-REMOVE SEDIMENT FROM FOREBAY. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	5-7 YEARS OR AFTER 50% OF THE TOTAL FOREBAY CAPACITY HAS BEEN LOST
-MONITOR SEDIMENT ACCUMULATIONS, AND REMOVE SEDIMENT WHEN POOL VOLUME HAS BECOME REDUCED SIGNIFICANTLY, OR THE POND BECOMES EUTROPHIC. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	10-20 YEARS OR AFTER 25% OF THE MICROPOOL VOLUME HAS BEEN LOST

**DETENTION POND:**

100YR WATER EL=836.77  
 100YR WATER STORAGE VOL=40,048cf  
 100YR WATER SURFACE DEPTH=7.77ft AT POND BOTTOM  
 EMERGENCY OVERFLOW EL=837.00  
 TOP OF BERM EL=838.00



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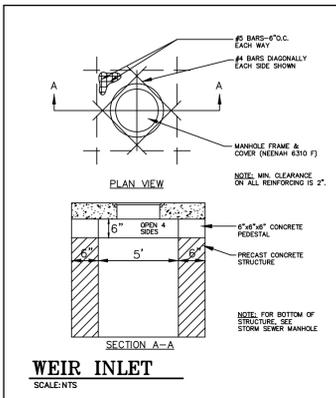
HEADWALL DIMENSION (METAL PIPE)									
USE NEXT LARGEST SIZE FOR CONCRETE PIPE	W 1	W 2	H 1	H 2	D	E	WT	SQ.FT. BASE AREA	
12" 15" 18"	3'2"	4'10"	1'3"	3'2"	1'3"	1'9"	1550	7.34	
21" 24"	3'8"	6'1"	1'9"	3'8"	1'6"	2'3"	2100	9.90	
30" 4'2"	7'2"	2'0"	4'2"	1'10"	2'9"		2850	13.50	
36" 4'8"	8'4"	2'4"	4'8"	2'2"	3'3"		3700	17.65	
42" 4'8"	5'8"	10'10"	3'3"	5'8"	2'11"	4'3"	5600	28.60	
54" 6'0"	6'8"	11'11"	3'8"	6'8"	3'4"	5'3"	7500	35.60	

ALL CONCRETE SHALL BE 4000 PSI REINFORCEMENT STEEL SHALL BE 1/2"  $\phi$  INTERMEDIATE. GRADE PLACE REINF. 2" MIN CLEARANCE. CHAMFER ALL EXPOSED EDGES 1/4"

### CONCRETE HEADWALL

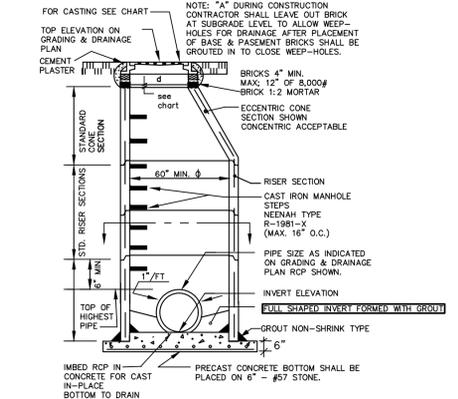
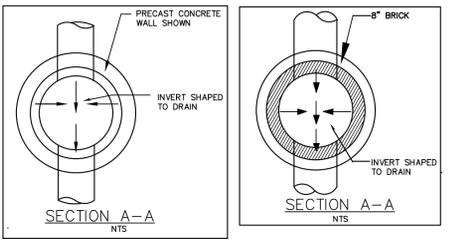
SCALE: NTS

(CNCHWL)



### POND BERM

SCALE: NTS



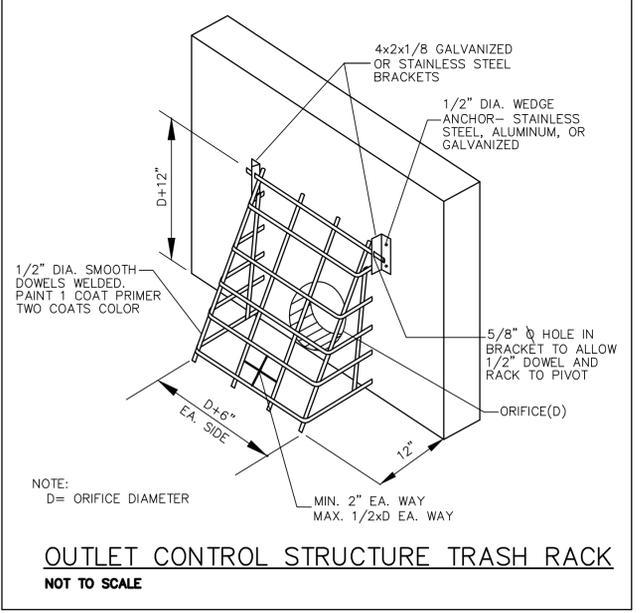
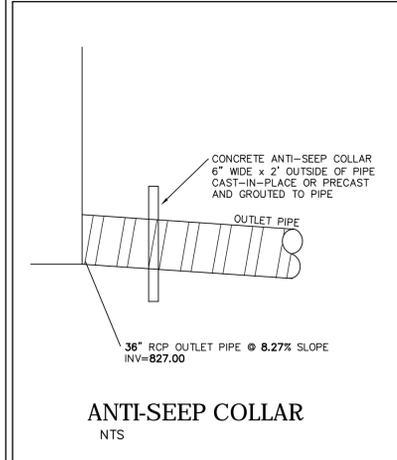
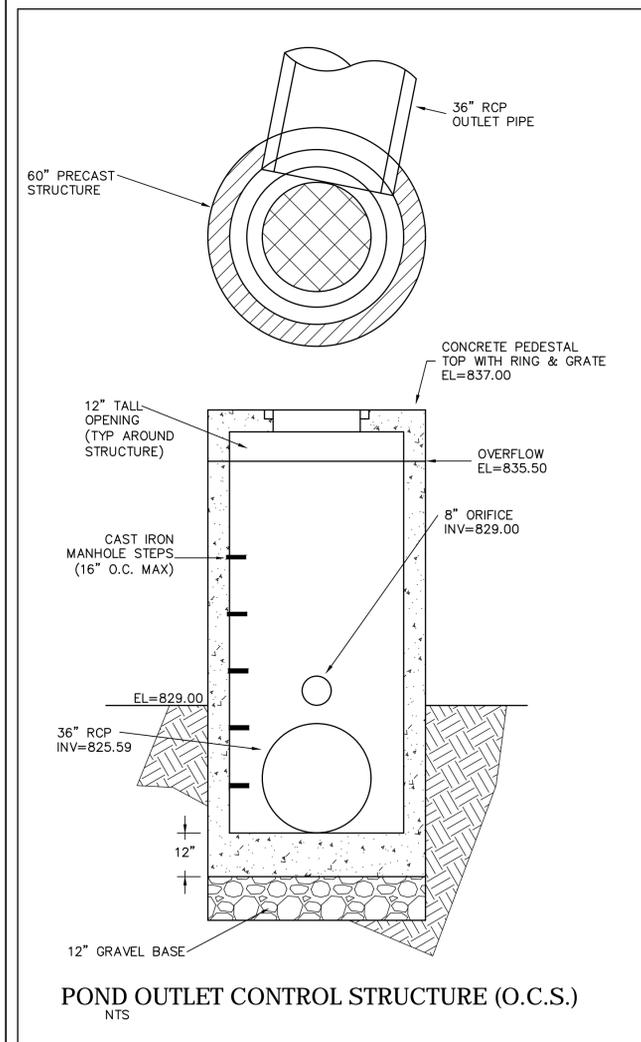
**DRAINAGE STRUCTURE NOTES:**  
 1. DETAILS SHOWN ARE MINIMUM STANDARDS. STANDARDS REQUIRED BY JURISDICTIONAL AGENCIES SHALL SUPERSEDE DETAILS SHOWN ON THIS DRAWING AND SHALL BE UTILIZED DURING CONSTRUCTION. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE INSPECTOR FOR JURISDICTIONAL AGENCIES PRIOR TO ORDERING OR INSTALLING DETAILS SHOWN.  
 2. DURING CONSTRUCTION, CONTRACTOR SHALL LEAVE OUT BRICK AT SUBGRADE LEVEL.  
 3. DETAILS SHOWN INCLUDE BLOCK/BRICK OR PRECAST CONCRETE DRAINAGE STRUCTURES. EITHER STRUCTURE CAN BE ON A PRECAST OR CAST-IN-PLACE BOTTOM AS SHOWN. INVERTS OF STRUCTURES SHALL BE CONSTRUCTED SO THAT THEY DRAIN TO PIPE OUTLET.  
 4. TOP 6" ON SHALLOW STRUCTURES CAN BE CAST-IN-PLACE WITH REINFORCING AS SHOWN OR PRECAST TO WITHSTAND H-20 TRUCK LOADING.

DIMENSION CHART FOR BRICK OR PRECAST MANHOLE OR INLET		
CASTING	INSIDE TOP DIMENSION	APPLICATION
R-1730	12" CIRCULAR	STORM MANHOLE, M.H.
R-3010	TYPE A 16" X 23"	CURB INLET, C.I.
R-4810	TYPE C 12" X 24" DROP INLET	
DEPTH "D"	BOX DIMENSIONS "W"	
0' TO 4'	4" MINIMUM	
4' AND UP (EXCLUDING DOUBLE GREAT DROP INLET)	4" MIN. UP TO 36" CMP (24" RCP) DIA. PIPE. DIA. OF LARGEST PIPE PLUS 1"-0" FOR PIPES LARGER THAN 36" CMP (24" RCP) CMP (2'-0" RCP) GREATER THAN 10' 5" MIN. UP TO 48" CMP (36" RCP) DIA. OF LARGEST AND DOUBLE GRATE PIPE PLUS 1"-0" CMP (2'-0" RCP) FOR PIPES LARGER THAN 48" CMP (24" RCP)	
- FOR PIPE ARCHES USE SPAN DIMENSION INSTEAD OF DIAMETER		
- USE ROUND TO RECTANGULAR ADAPTER SECTION WHEN USING PRECAST MANHOLE SECTIONS		
- NEENAH FOUNDRY (OR EQUAL)		
- USE ONLY RECYCLE SAFE GRATES		

### STORM MH/CATCH BASIN

SCALE: NTS

(STMH)



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 (706) 995-0861

Professional Engineer Seal for Steven R. Richards, State of Georgia, License No. 26790.

GA PROFESSIONAL ENGINEER NO. 26790  
 LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

PROJECT: COVE RIDGE POND, COVE RIDGE, DALTON, GA  
 CLIENT: CITY OF DALTON, PO BOX 1205, 535 ELM STREET, DALTON, GA 30722

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Revisions	Date

Drawing Title: CONSTRUCTION DETAILS  
 DATE: 9/15/2020  
 PROJECT NO: 20-020  
 DRAWING NO: C10

# *EXHIBIT B:*

## *Drainage Easement Drawing*



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## CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: February 4, 2021

BID DATE: Tuesday, February 16, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.
2. Please remove and discard the original bid form from the bid proposal. Each Contractor shall record their bid on the revised bid form attached to this document. Failure to use the revised bid form will result in automatic rejection of the bid submitted.

### CONTRACT REVISIONS:

1. Please note the following changes on the updated bid form: pay item 441-0016 has been added, pay item 550-1300 has been removed, pay item 550-1360 quantity has been revised, pay item for Non-Standard - 'pedestal w/ 8" legs for OCS' has been revised to 'pedestal w/ 12" legs for OCS', and pay item for Non-Standard – 'Rip Rap Berm' unit and quantity have been revised.
2. Sheet C9: Construction Note 2 and Construction Note 3 have been revised. The City of Dalton **will not** be providing a borrow pit for suitable dirt or for clay material. The Contractor will be responsible for securing these items from permitted borrow pits. Please see the revised sheet C9 attached to this document.
3. Sheet C10: Please see note on sheet C10 about the clay core. The full length of the backwall of the berm will be lined with the 2'-0" clay core (approximately +/- 190'-0"). There will be no separate payment made for this, and it should be reflected in the pay item for 'Grading Complete'.
4. Sheet C10: Please note that structure 'A2' has been changed to a GDOT 1034D. This information has also been updated on the revised bid form.

---

## INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. There are 2 existing driveways that will need to be cut to lay the 36" pipe for new network along Winton Drive. Yes, there are two (2) driveway demos that will need to take place, and will need to be replaced in-kind. Pay item 441-0016 has added to the updated bid form to address the replacement. There will be no separate payment made for the demolition of the two (2) driveways, and this cost shall be reflected in the pay item for 'Grading Complete'.
2. Using the proposed outlet invert at A1 of 810.5 and adding the O.D. of a 36" RCP, it appears there may be a pipe cover issue within Winton Drive. Please clarify. The City recognizes that it will be a tight fit under Winton Drive and will work with the Contractor to field adjust the 36" RCP or revise to a different pipe size/ material to address the cover issue.

BY:

Megan Elliott  
Project Engineer

Attachments:

- Revised Bid Form
- Revised Plan Sheet C9
- Revised Plan Sheet C10

###

**Revised Bid Proposal Form for Addendum 1 - Dalton Project No. PW-2021-COVIE  
COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>GRADING &amp; ROADWAY ITEMS</b>					
150-1000	TRAFFIC CONTROL	LS	1		
202-1000	CLEARING AND GRUBBING	AC	0.12		
210-0100	GRADING COMPLETE	LS	1		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1		
441-0016	DRIVEWAY CONC, 6 IN. THICK	SY	24		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	50		
500-9999	CLASS B WIDENING	CY	3		
<b>SUB TOTAL</b>					

<b>DRAINAGE ITEMS</b>					
207-0203	FOUND BKFILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	28		
550-1360	36" RCP	LF	372		
668-1100	CATCH BASIN, GRP 1	EA	1		
Non-Standard	OUTLET CONTROL STRUCTURE (OCS)	EA	1		
Non-Standard	PEDESTAL W/ 12" LEGS FOR OCS	EA	1		
Non-Standard	WEIR INLET PEDESTAL TOP & STRUCTURE, 0'-6'	EA	1		
Non-Standard	RIM & COVER & STRUCTURE, 0'-6'	EA	1		
Non-Standard	1019A TYPE E & STRUCTURE, 0'-6'	EA	1		
Non-Standard	36" CONCRETE HEADWALL	EA	2		
<b>SUB TOTAL</b>					

<b>TEMPORARY EROSION CONTROL ITEMS</b>					
163-0310	CONSTRUCTION EXIT	EA	2		
163-0527	CONSTRUCT AND REMOVE CHECK DAMS	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5		

165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	520		
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ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
167-1000	NPDES MONITOR & SAMPLING	LS	1		
167-1500	NPDES INSPECTIONS	LS	1		
Non-Standard	FILTER RING	EA	1		
Non-Standard	CONCRETE WASHOUT	EA	1		
				<b>SUB TOTAL</b>	

PERMANENT EROSION CONTROL ITEMS					
218-1000	SLOPE MATTING	SF	3525		
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	126		
700-6001	GRASSING COMPLETE	SF	5100		
Non-Standard	RIP RAP BERM	LS	1		
				<b>SUB TOTAL</b>	

FENCING ITEMS					
Non-Standard	6' BLACK VINYL COATED CHAINLINK FENCE	LF	822		
Non-Standard	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1		
				<b>SUB TOTAL</b>	

Company Name: \_\_\_\_\_

Authorized Bid Rep. Signature: \_\_\_\_\_

Authorized Bid Rep. Title: \_\_\_\_\_

<b>TOTAL</b>
--------------

**GRADING AND DRAINAGE NOTES**

- CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC DATA, LOCATIONS OF EXISTING UTILITIES, AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- PLACE 4" OF TOPSOIL OVER THE ENTIRE DISTURBED AREA TO SUPPORT VEGETATION.
- ALL CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO CITY OF DALTON REQUIREMENTS.
- CONTRACTOR SHALL CONFINE HIS OFF-SITE ACTIVITIES TO EXISTING RIGHTS OF WAY AND EASEMENTS.
- ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT TYPES WITH A RUBBER GASKET CONFORMING TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO M-170 AND/OR ASTM C-76. CLASS OF PIPE AN WALL THICKNESS SHALL BE IN ACCORDANCE WITH 1030-D, GEORGIA DOT SPECIFICATION, TABLE NO. 1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS AND BRIDGES.
- THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL IMPROVEMENTS PER LOCAL COUNTY JURISDICTION SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR MUST OBTAIN A COPY OF THE LOCAL STANDARDS PRIOR TO BIDDING THIS PROJECT. IF THESE PLANS ARE FOUND TO BE OUT OF SPEC, THE CONTRACTOR SHALL CEASE WORK IMMEDIATELY AND SHALL NOTIFY THE OWNER WITHIN 24 HOURS.
13. ALL PIPE LENGTHS AND SLOPES ARE SHOWN TO THE CENTER OF THE STORM STRUCTURE AND ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT PIPE LENGTHS BASED ON THE TYPE AND SIZE OF STRUCTURE TO BE USED AND THE INLET TOP REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THE STORM STRUCTURE BASED ON THE INLET TOP REQUIRED.
14. CONTRACTOR MUST ENSURE THAT ALL DOWNSTREAM DRAINAGE WAYS ARE CLEAR OF DEBRIS PRIOR TO FINAL INSPECTION BY THE ENGINEER. COORDINATE WITH NEIGHBORS OR APPROPRIATE RIGHT-OF-WAY AUTHORITY PRIOR TO BEGINNING WORK OUTSIDE THE BOUNDARY OF THIS SITE. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO OFF-SITE PROPERTIES.

**RICHARDS & ASSOCIATES ENGINEERING, INC.**  
 CIVIL ENGINEERING + LAND PLANNING  
 P.O. BOX 220 CHATSWORTH, GA 30705  
 (706) 995-0661

**GA PROFESSIONAL ENGINEER NO.** 26790  
**LEVEL II CERTIFIED DESIGN PROFESSIONAL NO.** 8688

**PROJECT**  
 COVE RIDGE POND  
 COVE RIDGE  
 DALTON, GA

**CLIENT**  
 CITY OF DALTON  
 PO BOX 1205, 535 ELM STREET  
 DALTON, GA 30722

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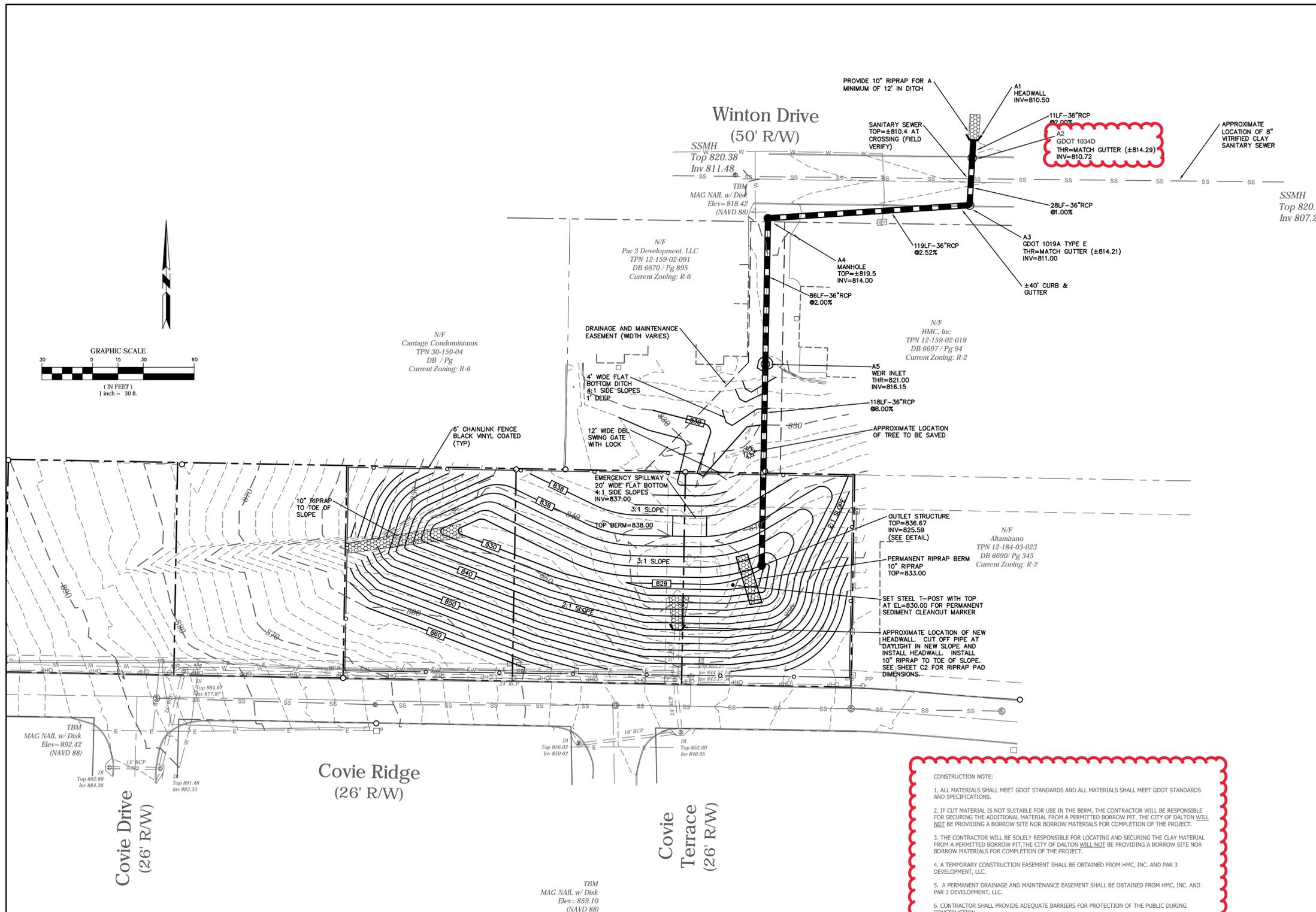
THIS DRAWING SHEET MAY BE PART OF A COMPLETE SET OF DESIGN DRAWINGS AND SHOULD NOT BE CONSIDERED AS A FINAL INFORMATION PERTAINING TO THIS SHEET UNLESS SO INDICATED ON OTHER SHEETS IN THE SET.

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER IN THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR MUST NOTIFY HIS SUPERVISOR IMMEDIATELY AND SHALL MAKE CORRECTIONS TO THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS AS NECESSARY. THE OWNER IS RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS.

**Revisions** \_\_\_\_\_ **Date** \_\_\_\_\_


**Drawing Title**  
 PRELIMINARY  
 GRADING  
 AND  
 DRAINAGE  
 PLAN

**DATE** 9/15/2020 **DRAWING NO.** C9  
**PROJECT NO.** 20-020



**CONSTRUCTION NOTE:**

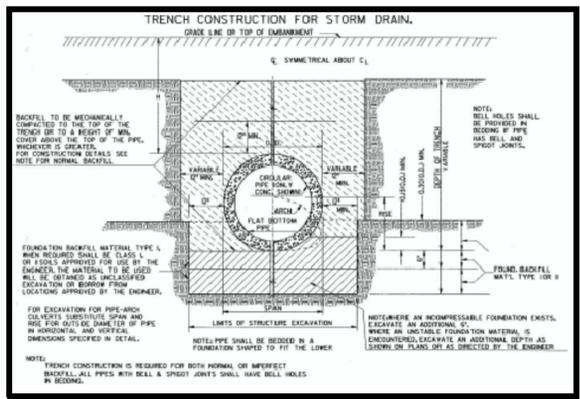
- ALL MATERIALS SHALL MEET GDOT STANDARDS AND ALL MATERIALS SHALL MEET GDOT STANDARDS AND SPECIFICATIONS.
- IF CUT MATERIAL IS NOT SUITABLE FOR USE IN THE BERM, THE CONTRACTOR WILL BE RESPONSIBLE FOR SECURING THE ADDITIONAL MATERIAL FROM A PERMITTED BORROW PIT. THE CITY OF DALTON WILL NOT BE PROVIDING A BORROW SITE NOR BORROW MATERIALS FOR COMPLETION OF THE PROJECT.
- THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR LOCATING AND SECURING THE CLAY MATERIAL FROM A PERMITTED BORROW PIT. THE CITY OF DALTON WILL NOT BE PROVIDING A BORROW SITE NOR BORROW MATERIALS FOR COMPLETION OF THE PROJECT.
- A TEMPORARY CONSTRUCTION EASEMENT SHALL BE OBTAINED FROM HMC, INC. AND PAR 3 DEVELOPMENT, LLC.
- A PERMANENT DRAINAGE AND MAINTENANCE EASEMENT SHALL BE OBTAINED FROM HMC, INC. AND PAR 3 DEVELOPMENT, LLC.
- CONTRACTOR SHALL PROVIDE ADEQUATE BARRIERS FOR PROTECTION OF THE PUBLIC DURING CONSTRUCTION.
- DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

**POND MAINTENANCE SCHEDULE**

ACTIVITY	SCHEDULE
-CLEAN & REMOVE DEBRIS FROM INLET & OUTLET STRUCTURES. -MOW SIDE SLOPES.	MONTHLY
-INSPECT FOR INVASIVE VEGETATION	SEMI-ANNUAL INSPECTION
-INSPECT FOR DAMAGE, PAYING PARTICULAR ATTENTION TO THE CONTROL STRUCTURE. -CHECK FOR SIGNS OF EUTROPHIC CONDITIONS. -NOTE SIGNS OF HYDROCARBON BUILD-UP, AND REMOVE APPROPRIATELY -MONITOR FOR SEDIMENT ACCUMULATION IN THE FACILITY & FOREBAY -EXAMINE TO ENSURE THAT INLET AND OUTLET DEVICES ARE FREE OF DEBRIS AND OPERATIONAL. -EXAMINE PERMANENT STONE FILTER RING TO ENSURE THAT IT IS IN PLACE AND FUNCTIONING PROPERLY. REMOVE ACCUMULATED SEDIMENT AND REPLACE STONE AS NECESSARY.	ANNUAL INSPECTION
-REMOVE SEDIMENT FROM FOREBAY. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	5-7 YEARS OR AFTER 50% OF THE TOTAL FOREBAY CAPACITY HAS BEEN LOST
-MONITOR SEDIMENT ACCUMULATIONS, AND REMOVE SEDIMENT WHEN POOL VOLUME HAS BECOME REDUCED SIGNIFICANTLY, OR THE POND BECOMES EUTROPHIC. (SEE PROFILES ON SHEET C3 FOR CLEANOUT ELEVATIONS)	10-20 YEARS OR AFTER 25% OF THE MICROPOOL VOLUME HAS BEEN LOST

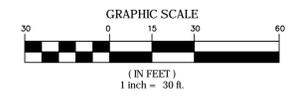
**GRADING & DRAINAGE LEGEND**

- PROPOSED CURB \_\_\_\_\_
- PROPERTY LINE \_\_\_\_\_
- PROPOSED STORM SEWER \_\_\_\_\_
- PROPOSED STORM INLET \_\_\_\_\_
- EXISTING STORM SEWER \_\_\_\_\_
- EXISTING CONTOUR \_\_\_\_\_ 700
- PROPOSED CONTOUR \_\_\_\_\_ 700
- SOIL BOUNDARY \_\_\_\_\_
- PROPOSED SPOT ELEVATION **+700.00**
- EXISTING SPOT ELEVATION 715.92
- DROP INLET DI
- SAFETY END SECTION SES
- HEADWALL HWL
- JUNCTION BOX JB
- REINFORCED CONCRETE PIPE RCP
- CORRUGATED METAL PIPE CMP
- RIP-RAP
- EXISTING FEATURES ARE SCREENED

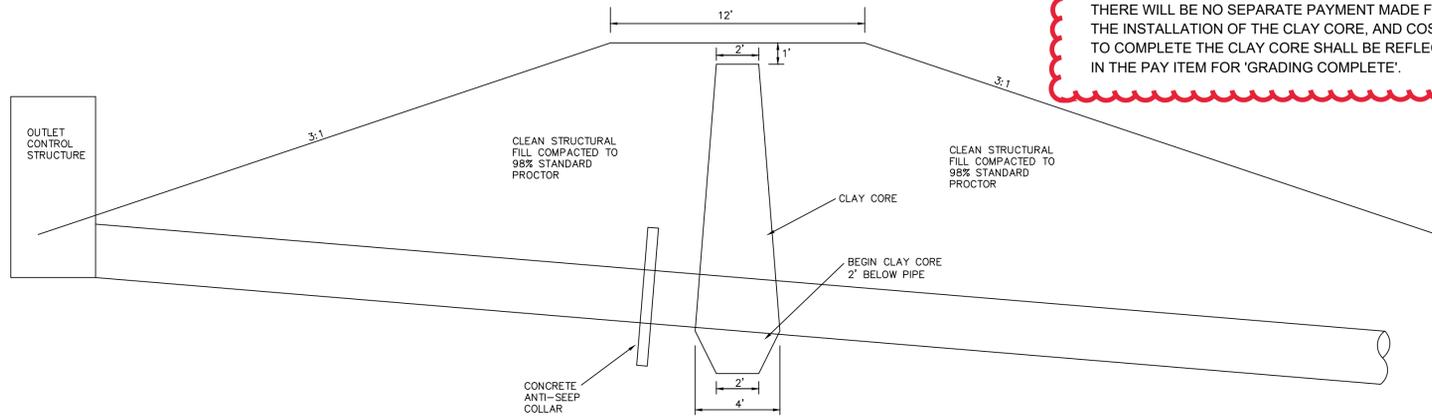


**DETENTION POND:**

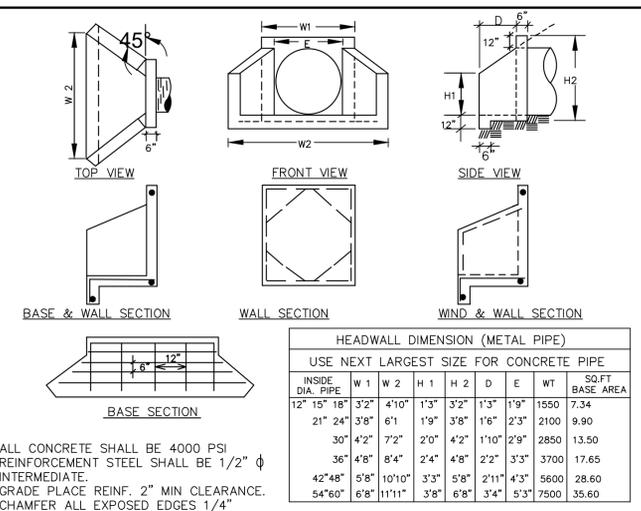
100YR WATER EL=836.77  
 100YR WATER STORAGE VOL=40,048cf  
 100YR WATER SURFACE DEPTH=7.77ft AT POND BOTTOM  
 EMERGENCY OVERFLOW EL=837.00  
 TOP OF BERM EL=838.00



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 Know what's below.  
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NOTE:  
THE 2' CLAY CORE WILL RUN THE FULL LENGTH OF THE BACKWALL OF THE BERM, APPROX. +/- 190'-0". THERE WILL BE NO SEPARATE PAYMENT MADE FOR THE INSTALLATION OF THE CLAY CORE, AND COSTS TO COMPLETE THE CLAY CORE SHALL BE REFLECTED IN THE PAY ITEM FOR 'GRADING COMPLETE'.

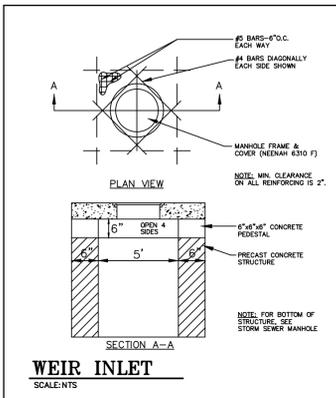


ALL CONCRETE SHALL BE 4000 PSI REINFORCEMENT STEEL SHALL BE 1/2" Ø INTERMEDIATE. GRADE PLACE REINF. 2" MIN CLEARANCE. CHAMFER ALL EXPOSED EDGES 1/4"

**CONCRETE HEADWALL**

SCALE: NTS

(CNCHWL)

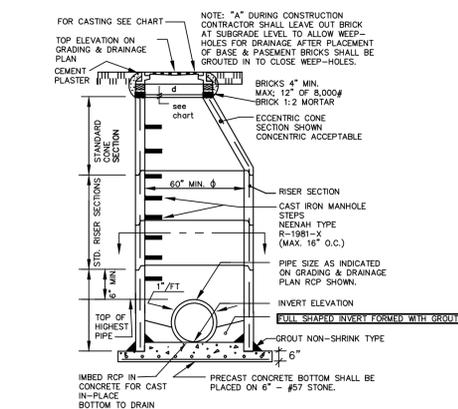
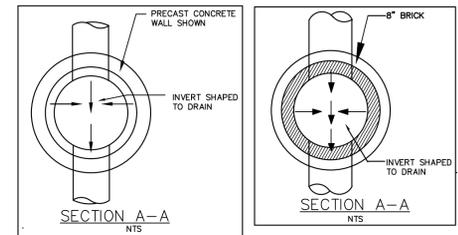


**WEIR INLET**

SCALE: NTS

**POND BERM**

NTS



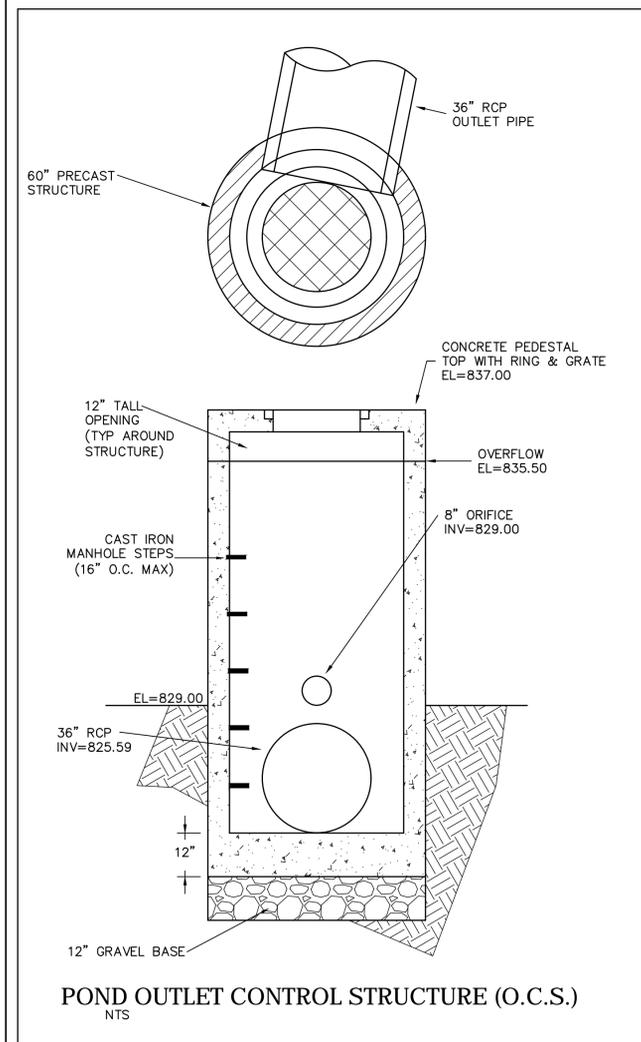
**DRAINAGE STRUCTURE NOTES:**  
1. DETAILS SHOWN ARE MINIMUM STANDARDS. STANDARDS REQUIRED BY JURISDICTIONAL AGENCIES SHALL SUPERCEDE DETAILS SHOWN ON THIS DRAWING AND SHALL BE UTILIZED DURING CONSTRUCTION. CONTRACTOR SHALL OBTAIN APPROVAL FROM THE INSPECTOR FOR JURISDICTIONAL AGENCIES PRIOR TO ORDERING OR INSTALLING DETAILS SHOWN.  
2. DURING CONSTRUCTION, CONTRACTOR SHALL LEAVE OUT BRICK AT SUBGRADE LEVEL.  
3. DETAILS SHOWN INCLUDE BLOCK/BRICK OR PRECAST CONCRETE DRAINAGE STRUCTURES. EITHER STRUCTURE CAN BE ON A PRECAST OR CAST-IN-PLACE BOTTOM AS SHOWN. INVERTS OF STRUCTURES SHALL BE CONSTRUCTED SO THAT THEY DRAIN TO PIPE OUTLET.  
4. TOP 6" ON SHALLOW STRUCTURES CAN BE CAST-IN-PLACE WITH REINFORCING AS SHOWN OR PRECAST TO WITHSTAND H-20 TRUCK LOADING.

DIMENSION CHART FOR BRICK OR PRECAST MANHOLE OR INLET		
CASTING	INSIDE TOP DIMENSION	APPLICATION
R-1730	12" CIRCULAR	STORM MANHOLE, M.H.
R-3010	TYPE A 16" x 23"	CURB INLET, C.I.
R-4810	TYPE C 12" x 24" DROP INLET	
DEPTH "D"	BOX DIMENSIONS "W"	
0' TO 4'	4" MINIMUM	
4' AND UP (EXCLUDING DOUBLE GREAT DROP INLET)	4" MIN. UP TO 36" CMP (24" RCP) DIA. PIPE. DIA. OF LARGEST PIPE PLUS 1"-Ø" FOR PIPES LARGER THAN 36" CMP (24" RCP) CMP (2'-Ø" RCP) GREATER THAN 10'	
	5" MIN. UP TO 48" CMP (36" RCP) DIA. OF LARGEST AND DOUBLE GRATE PIPE PLUS 1"-Ø" CMP (2'-Ø" RCP) FOR PIPES LARGER THAN 48" CMP (24" RCP)	
- FOR PIPE ARCHES USE SPAN DIMENSION INSTEAD OF DIAMETER		
- USE ROUND TO RECTANGULAR ADAPTER SECTION WHEN USING PRECAST MANHOLE SECTIONS		
- NEEDHAM FOUNDRY (OR EQUAL)		
- USE ONLY RECYCLE SAFE GRATES		

**STORM MH/CATCH BASIN**

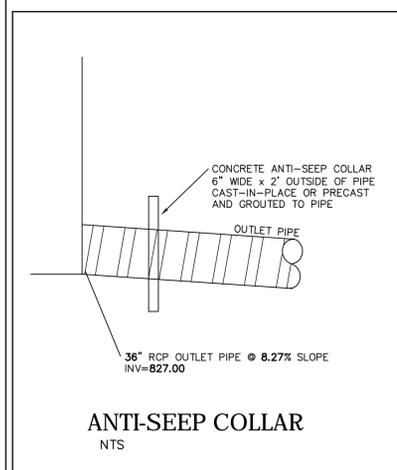
SCALE: NTS

(STMH)



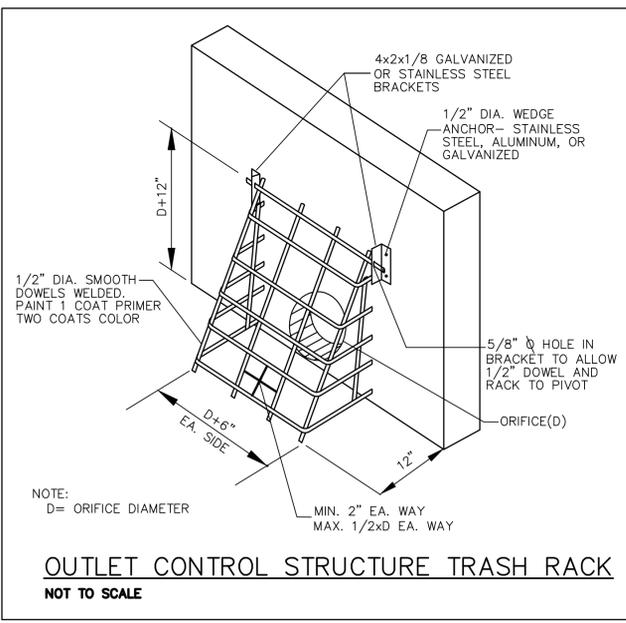
**POND OUTLET CONTROL STRUCTURE (O.C.S.)**

NTS



**ANTI-SEEP COLLAR**

NTS



**OUTLET CONTROL STRUCTURE TRASH RACK**

NOT TO SCALE

**RAE**  
RICHARDS & ASSOCIATES ENGINEERING, INC.  
CIVIL ENGINEERING + LAND PLANNING  
P.O. BOX 220 CHATSWORTH, CA 30705  
(760) 995-0061



GA PROFESSIONAL ENGINEER NO. 26730  
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688

**PROJECT**  
COVE RIDGE POND  
CITY OF DALTON  
DALTON, GA  
CLIENT  
CITY OF DALTON  
PO BOX 1205, 535 ELM STREET  
DALTON, GA 30722

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IF ANY CONTRACTS, SPECIFICATIONS, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER IN THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, CONTRACTOR SHALL OBTAIN APPROVAL FROM THE INSPECTOR FOR JURISDICTIONAL AGENCIES PRIOR TO ORDERING OR INSTALLING DETAILS SHOWN.

THESE PLANS CANNOT BE USED FOR CONSTRUCTION UNLESS THEY HAVE BEEN APPROVED, EXAMINED AND SIGNED BY THE APPROPRIATE AGENCIES AND ALL RESPONSIBLE PARTIES HAVE BEEN ADVISED OF THE APPROVAL PROCEDURE AND ARE RESPONSIBLE FOR PROVIDING ALL NECESSARY PERMITS.

Revisions	Date

**Drawing Title**  
**CONSTRUCTION DETAILS**

DATE	9/15/2020	DRAWING NO.
PROJECT NO.	20-020	C10

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## CONTRACT ADDENDUM

ADDENDA NO.: 002

DATE ISSUED: February 11, 2021

BID DATE: Tuesday, February 16, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

### CONTRACTOR ACTION:

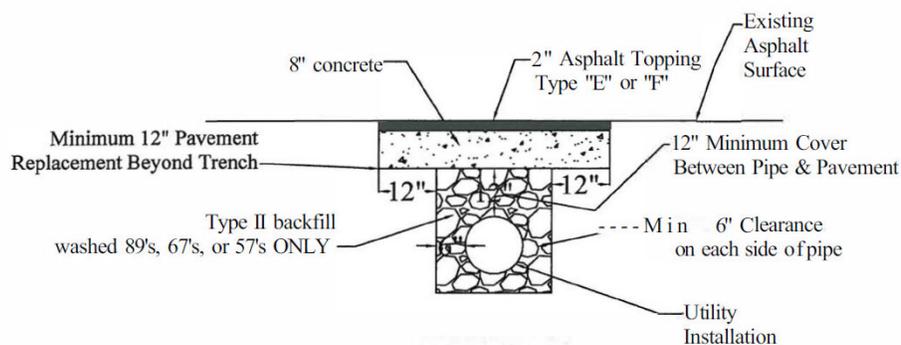
1. Acknowledge receipt of this addendum by writing in "Addenda No. 2" on page 0200-3 of bid proposal.
2. Please remove and discard the '*Revised Bid Proposal Form for Addendum 1*' from the bid proposal. Each Contractor shall record their bid on the revised bid form attached to this document. Failure to use the '*Revised Bid Proposal Form for Addenda 2*' will result in automatic rejection of the bid submitted.

### INTERPRETATIONS:

Responses by the City of Dalton follow the questions in red font.

1. Is there an alternative location where dirt can be stockpiled near the project site for the City? **Since this project requires an NOI, all dirt to be removed from this location must go to a permitted site.**
2. Since the project completion date is fixed at 6/30/21 please provide the anticipated schedule for contract award and notice to proceed so contractors can evaluate the amount of time that is actually available to complete the project. **The project is anticipated to be on the Mayor and Council Agenda for Monday, March 1, 2021. Pending the award by the Mayor and Council, the contract documents will be sent out for signatures. The Notice to Proceed will be issued when the executed documents are received by the City. The approximate project start date could be as early as March 8<sup>th</sup>, 2021.**
3. The general conditions say that the contractor shall be responsible for all permits. Do you anticipate any permits being required for this project (other than the NOI)? **Yes, there will be a Land Disturbance Permit required in addition to the NOI.**

- There are no construction easements along Winton Drive, only the existing ROW. As the construction nears structure A4 the edge of the edge of pipe is only 2 feet from the edge of the right of way. Will a construction easement be obtained along Winton Drive beyond the right of way so the contractor is prevented from encroaching on private property while performing the work? The footprint of the construction equipment will likely be wider than the area available not even considering any working room. **The City has already obtained a temporary construction easement from the private property owners that will be affected. See easement drawing attached.**
- The bid form has a pay item for Foundation Backfill Material. Where will this be used? **Winton Drive trench repairs, please refer to trench repair detail below.**



- The bid form has a pay item for Class B Concrete. Where will this be used? **Winton Drive trench repair, please see detail in answer to question 5 above.**
- Will one lane of traffic be required to be left open during the pipe installation across Winton Drive? If so are there any restrictions of when a lane closure can be utilized? **One (1) lane will be required to be left open at all times. No work will be permitted between the hours of 8PM and 8AM.**
- A soils report was not provided for the project so how will rock excavation be handled if it is encountered? **The Contractor is permitted to do preliminary borings prior to the bid, see response to question 9. If rock is encountered during the project construction it will be addressed per the GDOT specification.**
- In regard to question 6 above – if rock excavation should be included in the total price of the bid will the contractor be allowed to perform test excavations on the property, including the areas between the existing houses? **Yes, the Contractor will be allowed to perform test excavations prior to the bid. Please coordinate with the City of Dalton for a day and time for site access to do the testing, if desired.**

10. Based on a site visit there appears to be an irrigation system installed at 1305 and 1307 Winton Drive that would conflict with the storm drain installation. How will the irrigation system be handled? **There should be no conflicts with irrigation, but if any irrigation issues are encountered they will be resolved by the City of Dalton.**
11. The existing lawns at 1305 and 1307 Winton are sod. Should those lawns be replaced by sod and how will that be paid? **The lawn should be replaced in kind. Please see the revised bid form for additional pay item.**
12. Please provide a specification or detail for the chain link fencing. **Please see updated pay item information on the revised bid form attached.**
13. There are several cross tie walls/planters that appear to be in conflict with the grading behind Carriage Condominiums. Will these planters be removed by others or removed by the contractor and will they be replaced? Please reference the attached photo. **The City will work to field adjust the items in question, as required, during the pond construction.**
14. Will materials testing be provided by the City through City Inspectors, a third party testing firm, or will that be the responsibility of the contractor? **The City will have an inspector for the project. There will be no material testing required by the Contractor.**
15. Who will determine whether the material on the site meets the requirement of the clay core for the dam shown in the plans? **The City will inspect the material prior to the placement by the Contractor.**
16. Please provide a detail for the clay core in addition to what is shown on C10. **No additional detail will be added. Please refer to the note added to sheet C10 through addendum1, released on February 4, 2021, for clarification.**
17. Please provide detail for the Rip Rap Berm. **For clarification on this item, please refer to 'revised bid proposal form for addenda 2' for the GDOT pay items for the Rip Rap Berm.**

BY:

Megan Elliott  
Project Engineer

Attachments:

- Revised Bid Proposal Form for Addenda 2
- Covie Ridge Easement Drawing

###

**Revised Bid Proposal Form for Addenda 2 - Dalton Project No. PW-2021-COVIE  
COVIE RIDGE REGIONAL DETENTION POND & STORMWATER IMPROVEMENTS PROJECT**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<b>GRADING &amp; ROADWAY ITEMS</b>					
150-1000	TRAFFIC CONTROL	LS	1		
202-1000	CLEARING AND GRUBBING	AC	0.12		
210-0100	GRADING COMPLETE	LS	1		
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	2		
441-0016	DRIVEWAY CONC, 6 IN. THICK	SY	24		
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	50		
500-9999	CLASS B CONCRETE	CY	4		
				<b>SUB TOTAL</b>	

<b>DRAINAGE ITEMS</b>					
207-0203	FOUND BKILL MATL, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	28		
550-1360	36" RCP	LF	372		
668-1100	CATCH BASIN, GRP 1	EA	1		
Non-Standard	OUTLET CONTROL STRUCTURE (OCS)	EA	1		
Non-Standard	PEDESTAL W/ 12" LEGS FOR OCS	EA	1		
Non-Standard	WEIR INLET PEDESTAL TOP & STRUCTURE, 0'-6'	EA	1		
Non-Standard	RIM & COVER & STRUCTURE, 0'-6'	EA	1		
Non-Standard	1019A TYPE E & STRUCTURE, 0'-6'	EA	1		
Non-Standard	36" CONCRETE HEADWALL	EA	2		
				<b>SUB TOTAL</b>	

<b>TEMPORARY EROSION CONTROL ITEMS</b>					
163-0310	CONSTRUCTION EXIT	EA	2		
163-0527	CONSTRUCT AND REMOVE CHECK DAMS	EA	1		
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5		
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE - TYPE A	LF	520		
167-1000	NPDES MONITOR & SAMPLING	LS	1		
167-1500	NPDES INSPECTIONS	LS	1		
Non-Standard	FILTER RING	EA	1		
Non-Standard	CONCRETE WASHOUT	EA	1		
				<b>SUB TOTAL</b>	

PERMANENT EROSION CONTROL ITEMS					
218-1000	SLOPE MATTING	SF	3525		
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	126		
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	65		
603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	SY	25		
700-6001	GRASSING COMPLETE	SF	5100		
700-9300	SOD	SY	180		
				<b>SUB TOTAL</b>	

FENCING ITEMS					
643-1452	6' BLACK VINYL COATED CHAINLINK FENCE	LF	822		
643-8030	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1		
				<b>SUB TOTAL</b>	

Company Name: \_\_\_\_\_

Authorized Bid Rep. Signature: \_\_\_\_\_

Authorized Bid Rep. Title: \_\_\_\_\_

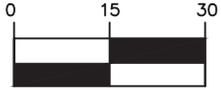
<b>TOTAL</b>
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# DRAINAGE EASEMENT

## Winton Drive (50' R/W)

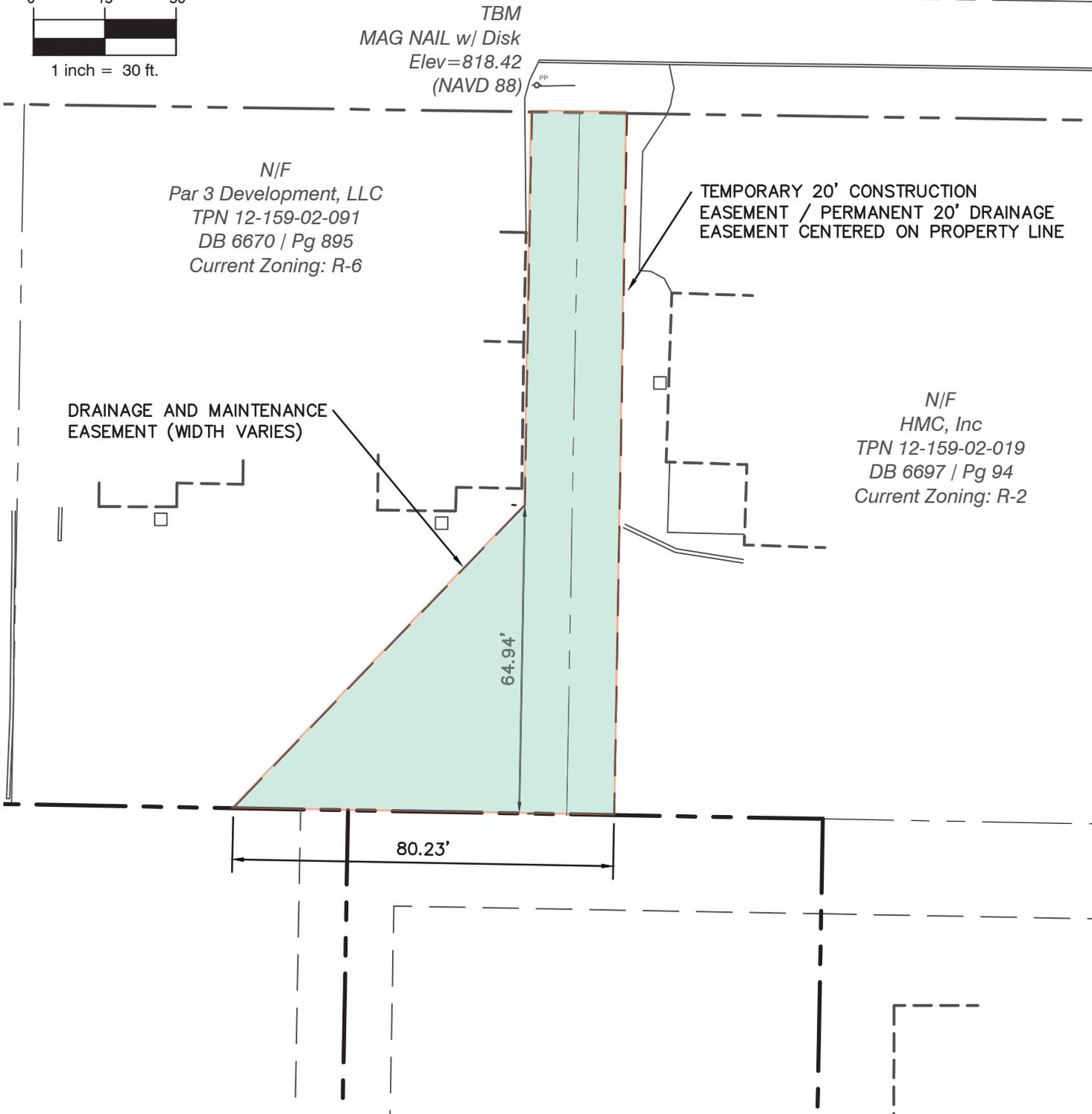


GRAPHIC SCALE



1 inch = 30 ft.

TBM  
MAG NAIL w/ Disk  
Elev=818.42  
(NAVD 88)



N/F  
Par 3 Development, LLC  
TPN 12-159-02-091  
DB 6670 / Pg 895  
Current Zoning: R-6

TEMPORARY 20' CONSTRUCTION  
EASEMENT / PERMANENT 20' DRAINAGE  
EASEMENT CENTERED ON PROPERTY LINE

DRAINAGE AND MAINTENANCE  
EASEMENT (WIDTH VARIES)

N/F  
HMC, Inc  
TPN 12-159-02-019  
DB 6697 / Pg 94  
Current Zoning: R-2