



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 10/16/2023

Agenda Item: Sereteam Plant Concrete Pipe Lining Project Consideration for Contract Award to Proshot Concrete, Inc.

Department: Public Works

Requested By: Chad Townsend

Reviewed/Approved by City Attorney? Yes

Cost: \$986,470.00

Funding Source if Not in Budget -----

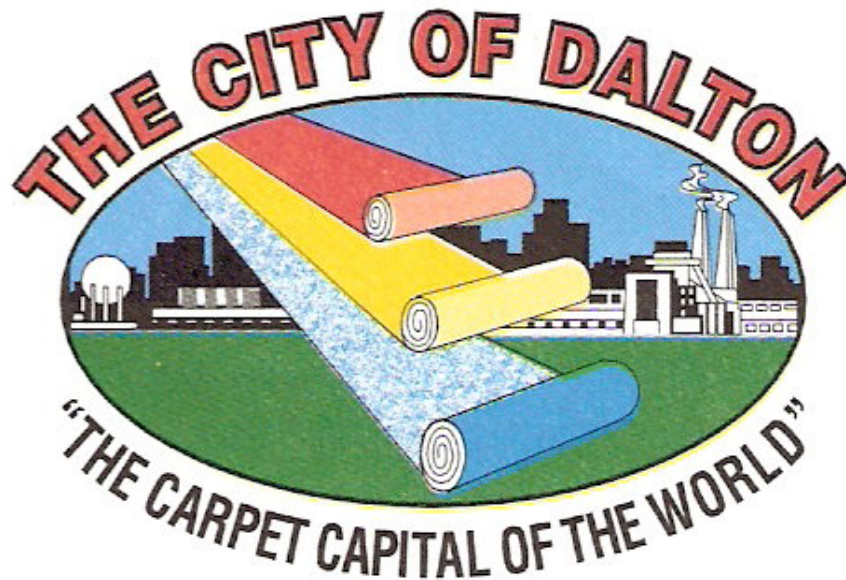
Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This request is to award the contract to construct the improvements proposed by Proshot Concrete, Inc. for the Sereteam Plant Concrete Pipe Lining Project. Proshot Concrete, Inc. scored the highest in proposal rankings with the score totaling 96 of 100 points.

The work is to be completed within 18 weeks following authorization of the "Notice to Proceed" to the Contractor.

See attached proposal for additional information about the scope of services.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

REQUEST FOR PROPOSALS

SERETEAN PLANT CONCRETE PIPE LINING PROJECT

DALTON PROJECT NO. PW-BD160-2023

CITY OF DALTON PUBLIC WORKS DEPARTMENT

PO BOX 1205

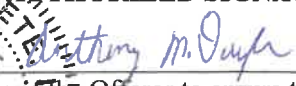
DALTON, GEORGIA 30722

The City of Dalton
Public Works Department

REQUEST FOR SEALED COMPETITIVE PROPOSALS – published on 07/7/2023

Sealed Envelope shall be marked with the following information:

“Sereteen Plant Centrifugally Cast Concrete Pipe Lining Project”

SCHEDULE OF EVENTS	
Mandatory RFP Conference and Site Visit – 535 N ELM STREET – DALTON, GA 30721	1:00 PM July 24, 2023
Deadline for request for clarifications and questions. Any possible exceptions to the bid specification and/or terms and conditions should be addressed during this time frame. These requests will be answered in an addendum and must be emailed to: jsheppard@daltonga.gov	4:00 PM July 31, 2023
Sealed competitive proposals will be accepted until the due date and time. Any late submittals received will not be considered. Proposals must be submitted to The City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia, 30720.	2:00 PM August 18, 2023
THIS FORM MUST BE SIGNED AND SUBMITTED TO BE CONSIDERED FOR AWARD	
COMPANY NAME: Proshot Concrete, Inc	DATE: 8-16-23
MAILING ADDRESS: 4158 Musgrove Drive	PHONE: 256-764-5941
CITY: Florence	FAX: 256-764-5946
STATE: Alabama	SSN OR FEDERAL TAX ID: 20-5269497
ZIP: 35630	TITLE OF AUTHORIZED REPRESENTATIVE: President
EMAIL: cdill@proshotconcrete.com	AUTHORIZED SIGNATURE: 
PRINTED NAME: Anthony McDougle	

*The posting of additional addenda may be required, and it is the responsibility of the Offeror to ensure that they review the City's website for any additional addenda, and that they submit an acknowledgement of all applicable addenda (on the included form) with their solicitation. Offerors should not expect to be individually notified by the City of Dalton.



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SECTION 00010: Request for Proposals

NAME OF PROJECT: “Sereteam Plant Concrete Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

THE CITY OF DALTON (the “City”), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.* herein seeks sealed competitive Proposals from Contractors for the construction of the: **“Sereteam Plant Concrete Pipe Lining Project”**, located at 1510 CORONET DR - DALTON, GEORGIA, 30720.

The requirements for the construction

- of the Project, and the duties and responsibilities of the contractor whose Proposal is accepted, are set forth in the Request for Proposals issued by the City. Contractors interested in submitting Proposals must obtain Request for Proposals (RFP) on City’s website <https://www.daltonga.gov/rfps>.

Jackson Sheppard, the Public Works Project Manager will be the contact person for questions. **The official plan holders list will encompass only those in attendance that provide their company’s information on the sign-in sheet for the mandatory pre-RFP meeting which will be held on Monday, July 24, 2023 at 2:00 PM.**

Included in the RFP packet will be Instructions to Proposers, and Proposal Form, Price which must be fully completed and submitted along with Bid Bond and Executed E-Verify affidavit. Proposals not including executed E-verify affidavit or Bid Bond will be automatically rejected. The Contract Documents require, among other things, the furnishing of all materials, labor, and equipment for the construction of the Project. The City reserves the right to make available other relevant documents or information concerning the Project.

Any Proposal submitted in response to this Request should comply strictly with all requirements set forth in the Instructions to Proposers. Any such Proposal must contain the completed Proposal Form setting forth the contractor’s proposed lump sum contract price for full and complete construction of the Project in conformity with all requirements of this RFP. When a proposal lump sum exceeds \$100,000 then the proposal must include a fully executed Bid Bond in the amount of five percent (5%) of the proposed lump sum contract price and performance bonds.

Any Contractor that intends to submit a proposal must complete the City of Dalton Vendor Packet and be an approved active Vendor with the City. Applications can be obtained from the Finance Department or online at <https://www.daltonga.gov/finance/page/vendor-packets>

For any work requiring a specialty or professional license, only licensed subcontractors may be submitted for consideration, and copies of all applicable licenses shall be attached to the Contractor’s proposal.

In evaluating Proposals, the City may seek additional information from any contractor concerning such contractor’s Proposal or its qualifications to construct the Project. The City reserves the right to short-list and interview Contractors to obtain further information on the proposed products or qualifications.

The City intends to award the construction contract to the responsible and responsive contractor whose Proposal is determined in writing to be the most advantageous according to the following evaluation factors which are listed in their order of relative importance:

1. Proposed Price & Method – 35
2. Project Timeline - 15
3. Completeness of proposal- 25
4. Reputation and reliability of contractor -25

All Proposals must include the label on the last page of this document on the front of their RFP package. This label must be affixed to the outside of the envelope or package. Failure to attach the label may result in your Proposal being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified. The document should be received by the City of Dalton Finance Department located at 300 West Waugh Street, Dalton, Georgia 30720 no later than August 18, 2023 at 2 pm.

A total of 2 copies of the RFP are required. At the discretion of the City, and in conformity with the applicable provisions of Georgia Law, the City may afford contractors an opportunity for subsequent discussion, negotiation, and revision of Proposals. The City reserves the right to reject any or all Proposals and to waive any technicalities or formalities. Incomplete proposals will not be considered by the City.

Contractors are responsible for ensuring Proposals comply with Georgia law, including but not limited to all state and local laws, rules, regulations, ordinances, and policies. Any Proposal must include an affidavit meeting all requirements of O.C.G.A. § 13-10-91 verifying compliance with the applicable Federal work authorization program. The form for such an affidavit is attached as an exhibit to the Instructions to Proposers.

Any Proposal submitted in response to this Request shall remain open for acceptance by the City, and same shall be honored by the contractor, for a period of sixty (60) days from the date set forth hereinabove for the receipt of Proposals. Any questions or comments concerning this Request for Proposals should be addressed in writing to The City of Dalton Finance Department, 300 West Waugh Street, Dalton, Ga 30720.

SECTION 00020: INSTRUCTIONS TO PROPOSERS / SCOPE OF WORK

NAME OF PROJECT: “Seretean Plant Centrifugally Cast Concrete Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

The City, through its Public Works Department, wishes to install centrifugally cast concrete pipe lining on an existing pipe at the Seretean Plant located at 1510 Coronet Drive. The total length of pipe lining is approximately 2,260 LF of flexible CMP of varying dimensions. See Exhibit A, Exhibit B, and Exhibit C for more detailed information.

Scope:

1. Bypass Pumping of Work Area – Include Detailed Pumping Plan
2. Clean / Prep Existing Pipe as Needed
3. Re-establish Pipe Invert as Needed – Include Detailed Invert Restoration Plan
4. Install Centrifugally Cast Concrete Pipe Lining – Include Specified Thickness and Specifications On Proposed Material
5. Post Construction CCTV Inspection

Before submitting, the Contractor shall be responsible for reviewing the RFP and Specifications and visiting the work location. Each Contractor shall fully inform themselves as to all existing conditions and limitations under which the work is to be performed and shall include in the proposal a total sum to cover all costs of materials and labor to perform the work as set forth in the RFP and Specifications.

The Contractor, in undertaking the work under this contract, shall have visited the site and take into consideration all conditions that might affect his work. No consideration will be given to any claim based on a lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained (unforeseen conditions).

Installer’s Qualifications:

The Contractor’s proposal shall include the qualifications of its installer. Include a minimum of three similar installations. Provide three Owner references. The proposal shall also include the installer’s certifications from the manufacturer and professional associations.

Warranty:

The Contractor’s proposal shall include the proposed manufacturer’s warranty along with any information/pricing on available extended warranties. Include a detailed description of the Owner’s responsibilities or obligations throughout the warranty period. The proposal shall include the history of warranty issues and or recalls and how these have been addressed.

Lump Sum Price and Methodology:

On the attached proposal form, provide the lump sum price and prices per area of request. The pricing for any additional warranties/maintenance programs shall be offered under a separate form within the Contractor's proposal. Contractor shall provide as much detail as possible to demonstrate knowledge of execution of the restoration, and provide as much detail regarding safety measures that will be implemented throughout the course construction to ensure the safety of all persons involved within the restoration process. Methodology also includes details pertaining to material strength properties, detailed bypass pumping plan (if warranted), and any supplemental details pertaining to minimizing impacts to daily operations of the plant throughout the life of the project.

Contractor Schedule:

Contractors should provide a timeline of proposed work to begin and end with as much detail as possible.

Form of Agreement:

The successful proposer will enter into a contract with the City of Dalton and for the project.

SECTION: 00030 PROPOSAL FORM

EXHIBIT "A"

NAME OF PROJECT: "Sereteam Plant Centrifugally Cast Concrete Pipe Lining Project"

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR: Proshot Concrete, Inc (The "Contractor")

THE CITY OF DALTON (the "City"), pursuant to the provisions of O.C.G.A. § 36-91-1, *et. seq.*, herein seeks competitive Proposals from Contractors for the construction of the: "Sereteam Plant Concrete Pipe Lining Project" at 1510 Coronet Drive, Dalton, GA, 30720. This Proposal is submitted in response to the City's Request for Proposals dated 07/10/2023.

This Proposal is for the full and complete construction of the Project in conformity with all requirements of the RFP. The submission of this Proposal constitutes a representation by the

The contractor submits herewith its duly executed affidavit in accordance with the applicable Federal work authorization program. The contractor acknowledges that upon execution of any contract with the City, said affidavit shall be deemed a public record to the extent provided by Georgia law.

The Contractor further acknowledges that the Contract Documents provide no incentive provisions for early Completion of the Work.

Base Proposal

The Contractor proposes to properly install a centrifugally cast concrete pipe lining at a thickness to be specified by contractor based on varying depth and location of pipe. Proposal shall be in conformity with all requirements of the RFP and furnish all necessary labor, material, and equipment for such construction, and, furthermore, to fully, completely, and strictly perform all obligations of the Contractor as set forth in the Contract Documents, for the lump sum contract price of: 986,470.00 - Alternate add 364,608.00 (see note below).

The contractor must include a price sheet that is included at the end of the document with their submitted package. Said lump sum contract price is allocated, in its entirety, to the following elements of the work:

Attached hereto, and incorporated herein as part of this Proposal, Contractor submits the contractor's qualifications and proposal. The contractor must include a scope sheet outlining bypass pumping plan, pipe invert restoration plan, proposed CCCP lining thickness and concrete/grout specification sheet. The contractor acknowledges that the City may rely upon the truthfulness and accuracy of the responses set forth therein. In addition, Contractor has submitted herewith as part of this Proposal such documentation and information as the Contractor deems appropriate to establish that it is a responsible and responsive Contractor and that its Proposal is the most advantageous to the City, taking into consideration the specific evaluation factors, listed in their order of relative importance, as set forth in the above-referenced Request for Proposals. Contractor acknowledges that the City may rely upon the truthfulness and accuracy of such documentation and information.

The Contractor proposes and agrees to commence actual construction (i.e., physical work) on site with adequate management, labor, materials and equipment within ten (10) days after receipt of Notice to Proceed and prosecute the Work diligently and faithfully to completion within the required Contract Time. Prior to commencing such Work, and prior to the issuance of the Notice to Proceed, Contractor shall furnish to the City duly executed Payment and Performance Bonds complying with all requirements of the Contract Documents along with Certificates of Insurance demonstrating that all required coverages are in place.

Contractor submits herewith its executed Bid Bond in accordance with the requirements of the City as set forth in the Instruction to Proposers.

Contractor herein acknowledges that this Proposal shall constitute an offer by Contractor to contract with the City for construction of the Project in conformity with all requirements of the Contract Documents for the lump sum contract price as set forth hereinabove. Said offer by Contractor is irrevocable and subject to acceptance by the City until the expiration of sixty (60) days following the date set forth in the Request for Proposals for receipt of Proposals by the City.

[CONTRACTOR] Proshot Concrete, Inc

By: Anthony McDougle
Anthony McDougle, President

Witness: Donnie Barnes
Donnie Barnes

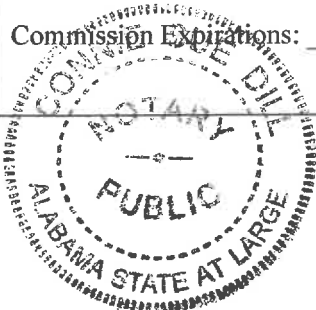
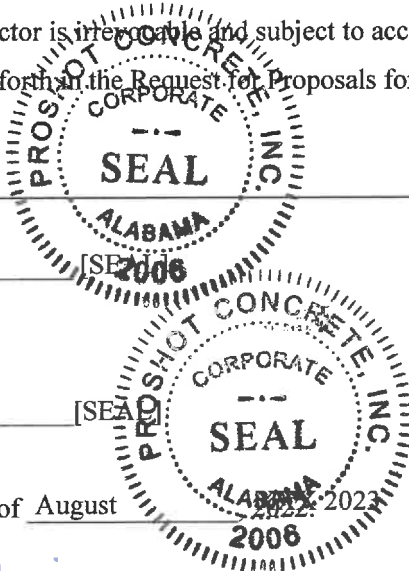
Sworn and subscribed to before me this 16th day of August

NOTARY PUBLIC

Connie Sue Dill

Connie Sue Dill

Commission Expirations: 7-26-26



SECTION 00040 – BID BOND

EXHIBIT “B”

NAME OF PROJECT: “Sereteen Plant Centrifugally Cast Concrete Pipe Lining Project”

NAME OF OWNER: THE CITY OF DALTON, GEORGIA

NAME OF PROPOSED CONTRACTOR:

Proshot Concrete, Inc.

(THE “CONTRACTOR”)

KNOW ALL MEN BY THESE PRESENTS that

Fidelity and Deposit Company of Maryland,

as Surety (the “Surety”), and Proshot Concrete, Inc., as

Principal (the “Contractor”) are held and firmly bound unto the City of Dalton, Georgia (the “City”), pursuant to the terms and conditions of this Bond (the “Bid Bond”) as set forth herein:

WHEREAS, the Contractor, in response to a Request for Proposals issued by the City, has submitted its Proposal for the construction by Contractor of the: “Sereteen Plant Concrete Pipe Lining Project”

NOW, THEREFORE, the condition of this obligation is such that if the City accepts the Proposal of the Contractor as submitted, or as revised or negotiated in accordance with the provisions of O.C.G.A. § 36-91-21(c)(2), and

- (a) The Contractor timely executes the Agreement between the City and Contractor (the “Agreement”) as provided by the City and as included in the Contract Documents; and,
- (b) The Contractor furnishes to the City fully executed Payment and Performance Bonds as required by the Agreement, then this obligation shall be void; otherwise, the Surety and the Contractor, shall be jointly and severally liable to the City, and shall make payment to the City, in the amount of five percent (5%) of the lump sum contract price (exclusive of any pricing for Alternates or unit prices) as set forth in the Proposal of the Contractor.

The Contractor agrees that the amount of this Bid Bond as set forth hereinabove constitutes a proper and lawful sum for liquidated damages which the City will sustain in the event Contractor fails or refuses to execute the Agreement or fails or refuses to furnish the required Payment and Performance Bonds.

The Surety shall cause to be attached to this Bid Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of the Surety to execute and deliver same. This Bid Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bid Bond shall be deemed to be included herein as if set forth at length.

If any provision of this Bid Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bid Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Bid Bond to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 18th day of August, 2023.

[CONTRACTOR]

By: Anthony McDougale
Anthony McDougale, President

Witness: Donna Bame [SEAL]

Sworn and subscribed to before me this 18th day of August, 2023.

NOTARY PUBLIC: Connie Sue Dill

Commission Expirations: 7-26-26

[NAME OF SURETY]

By: Grandland Rice [SEAL]
Grandland Rice, III, Attorney-in-Fact

Witness: Grant Simmons [SEAL]
Grant Simmons, Account Manager

Sworn and subscribed to before me this 18th day of August, 2023.

NOTARY PUBLIC: GREGG A. TATUM

Commission Expirations: 11/29/23

[ATTACH PROPERLY EXECUTED POWER OF ATTORNEY]

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Bruce S. DENSON, JR, Sharon E. GRIFFITH, Grantland RICE, III, Gregg A. TATUM, Thomas J. BOLE **all of Birmingham, Alabama**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00050 E-VERIFY AFFIDAVIT

STATE OF GEORGIA
WHITFIELD COUNTY
CITY OF DALTON

VENDOR AFFIDAVIT AND AGREEMENT (E-Verify)

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dalton, Georgia has registered with and is participating in a federal work authorization program and will continue using the program throughout the contract period in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dalton, Georgia of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dalton, Georgia at the time the subcontractor(s) is retained to perform such service.

FURTHER AFFIANT SAYETH NOT.

Anthony M. Dugle
BY: Authorized Officer or Agent
Proshot Concrete, Inc

Contractor Name
President

Title of Authorized Officer or Agent of Contractor
Anthony McDougle

Printed Name of Authorized Officer or

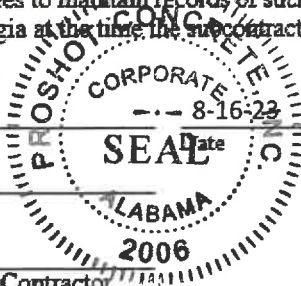
Agent Sworn to and subscribed before me

This 16th day of August, 2023

Connie Sue Dill
Notary Public Connie Sue Dill

My Commission Expires: 7-26-26

*MUST BE NOTARIZED

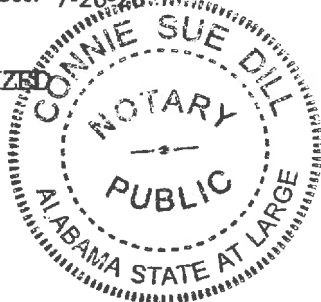


7-6-2009

Authorization Date for EEV Program
228037

Employment Eligibility (EEV) #

*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. 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.



SECTION 00060 REFERENCE

Authorized Representative's Signature: _____

Anthony McDougle, President

See Attached references and similar projects

CCCP LINING INSTALLATION REFERENCES

Must list references of three similar projects and site contact information



Project #1

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Date of Installation: _____

Project #2

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Date of Installation: _____

Project #3

Owner Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Date of Installation: _____



**PROSHOT
CONCRETE INC**

SHOTCRETE CONTRACTORS & ENGINEERS

SHOTCRETE REFERENCES

Owner	Description	Contact Information
DeKalb County Government Roads and Drainage 727A Camp Road Decatur, GA 30032	Shotcrete Restorative Services for Stormwater services	Melvin Robinson, Operations Manager 404-297-2568 mrobinson@dekalbcountyga.gov
City of Eufaula, AL 205 E Barbour Street Eufaula, AL 36027	Storm Drainage Pipe Rehabilitation	Tim Brannon 334-687-1236 tbrannon@eufaula.rr.com
Rockdale County Government 958 Milstead Ave Suite 300 Conyers, GA 30012	Shotcrete Restoration services for storm water services	Terrance Simpkins 770-278-7122 Terrence.simpkins@rockdalecountyga.gov
City of Phenix City, AL 1119 Broad Street Phenix City, AL 36867	22 nd Avenue Storm Drainage Pipe Rehabilitation	Mike Pattillo 334-448-2766 mpattillo@phenixcityal.us
Baltimore County MD 111 W. Chesapeake Ave Baltimore, MD 21204	Pipe Lining Rehab-Justin Drive and Bentley Parkway	Sheldon Epstein 410-887-3711 sepstein@baltimorecountymd.gov
City of Brentwood 1750 General George Patton Brentwood, TN 37027	Stormwater Culvert Lining	Todd Hoppenstedt 615-371-0080 Todd.hoppenstedt@brentwoodtn.gov
Alabama Dept of Trans 295 Highway 20 Tuscumbia, AL 35674	Pipe Lining Rehabilitation	Derrick Simpson 256-389-1400 simpsond@dot.state.al.us
Howard County MD 6751 Columbia Gateway Columbia, MD 21046	Storm Drain Gunite Repairs	Matt Wolf 443-630-9395 mwolf@howardcountymd.gov

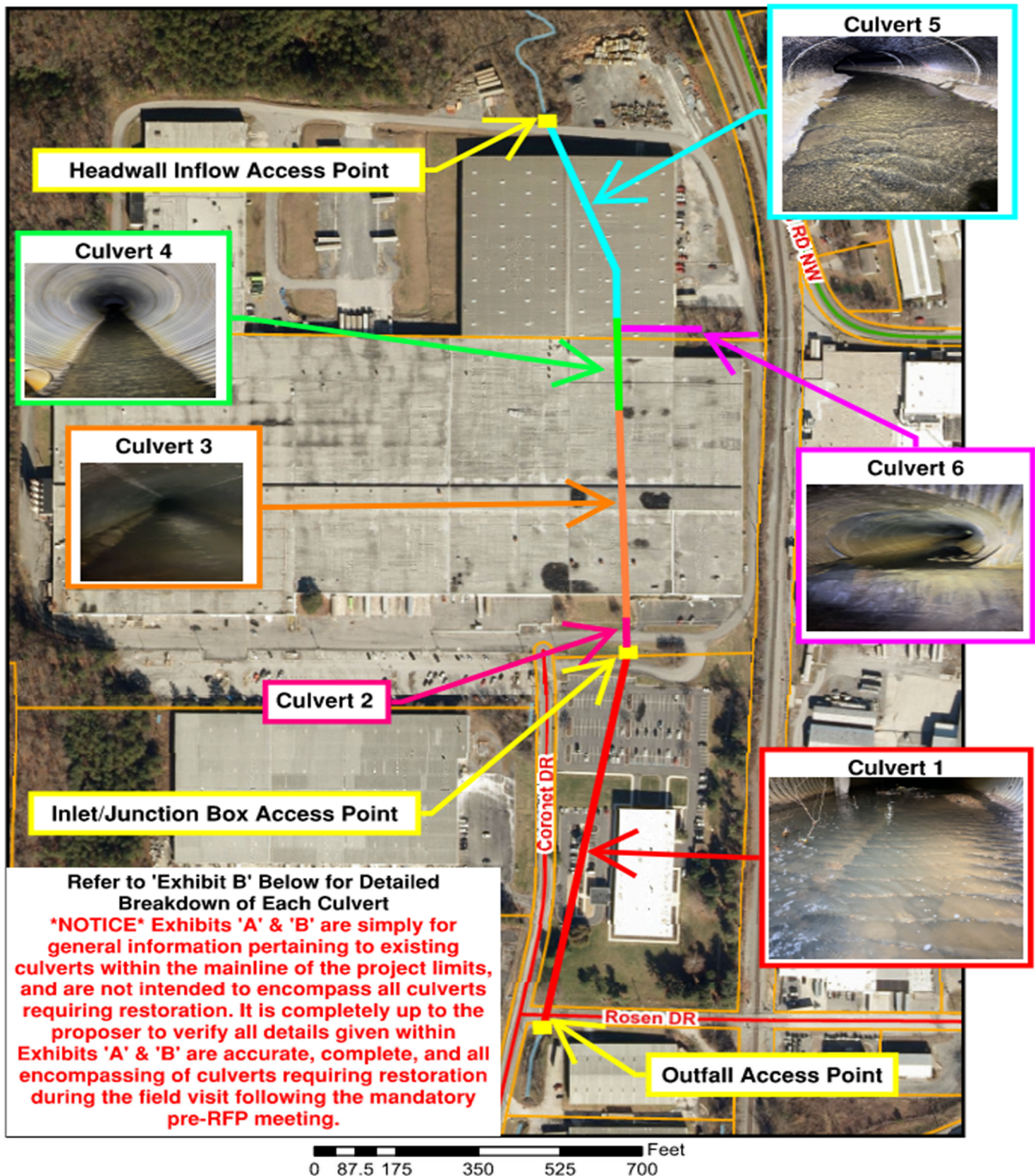
P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946

WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

SECTION 00070 PROJECT LIMITS

EXHIBIT A



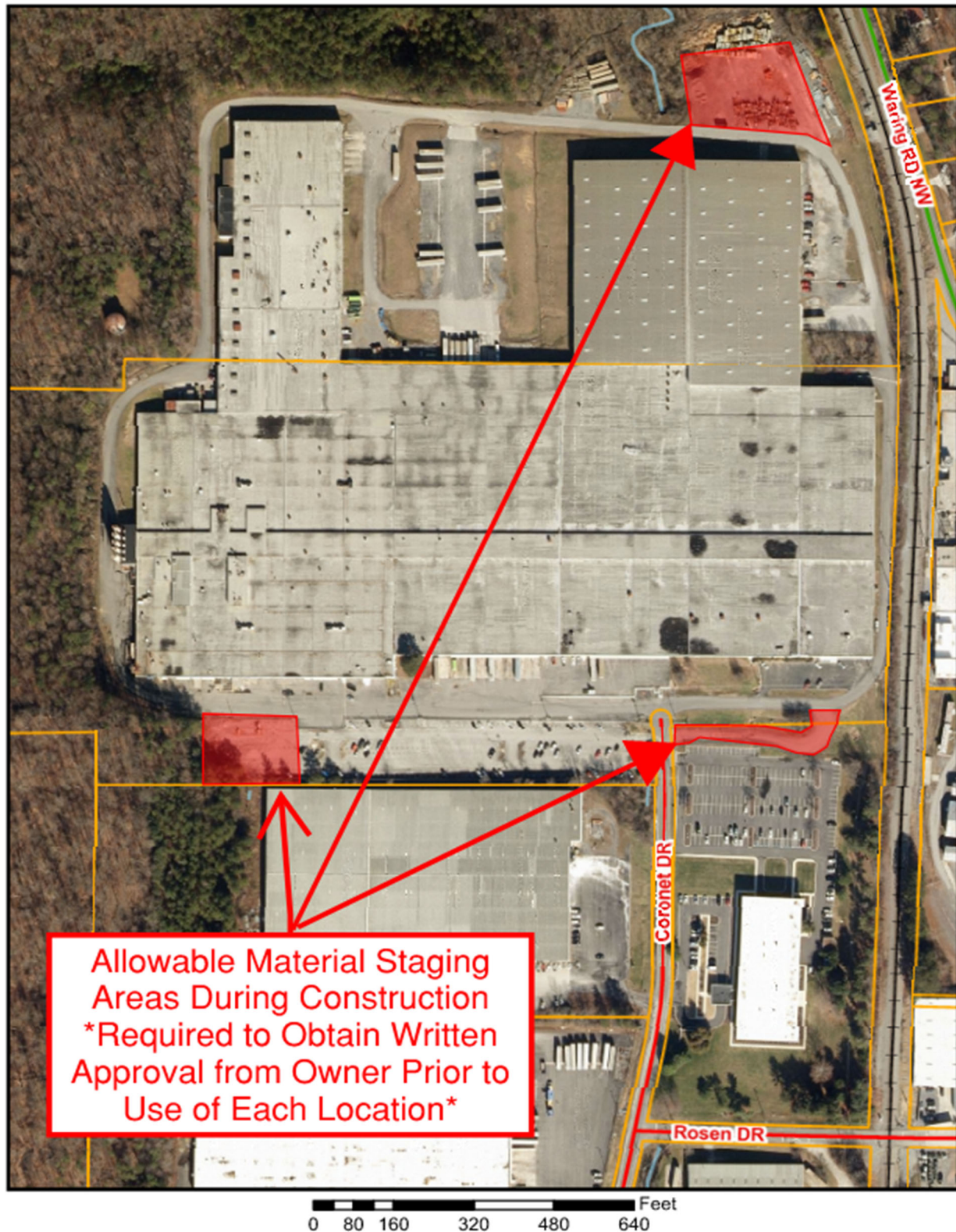
Revised Exhibit 'B' from RFP Packet

Sereteam Plant Mainline Culvert Details (Updated Lengths)							
Culvert No.	Dimensions*			Length*	Material*	Existing Coating*	Comment*
	Height (in)	Width (in)	Shape	Linear Feet			
1	72 - 78 (varies)	122	Squashed Invert - Elliptical	862	CMP	No Coating or Concrete Invert Observed	Significant deterioration of culvert invert. Severe corrosion present spanning entire width of invert. Subgrade under pipe partially washed away from voids in corrugations.
2	60-72 (varies)	122	Squashed Invert - Elliptical	75	CMP	Non-Coated & Concrete Invert	Invert appears to be holding. Corrosion present in places where CMP meets concrete invert.
3	60-72 (varies)	122	Squashed Invert - Elliptical	611	CMP	Non-Coated & Concrete Invert	Invert appears to be holding. Corrosion present throughout where CMP meets concrete invert.
4	140 (Diameter)	140 (Diameter)	Circular	120	CMP	Appears have Alluminized Coating	Most Recently Installed Section
5	72	122 - 128	Squashed Invert - Elliptical	580	CMP	Partially Bituminous Coated & Concrete Invert	Occasional spalling of bituminous coating observed.
6	42 (Diameter)	42 (Diameter)	Circular	140	CMP	No Coating or Concrete Invert Observed	Potential corrosion observed along invert.

(*) *NOTICE* Exhibits 'A' & 'B' are simply to provide a general overview of existing culverts within the mainline of the project limits, and are not intended to encompass all culverts requiring restoration. It is completely up to the proposer to verify all details given within Exhibits 'A' & 'B' are accurate, complete, and all encompassing of culverts requiring restoration during the field visit following the mandatory pre-RFP meeting.

EXHIBIT C

Construction Materials Staging Areas



SECTION 00080 MANDATORY PRICE PROPOSAL FORM

Description of Work	Cost
Bypass Pumping of Work Area	98,650.00
Clean / Prep Existing Pipe as Needed	78,925.00
Re-establish Pipe Invert as Needed	49,325.00
Install Centrifugally Cast Concrete Pipe Lining – Thickness TBD By Contractor and Outlined in Scope Sheet	740,875.00
Note: Alternate Add if city elects full circumference in all pipes	364,608.00
Post Construction CCTV Inspection	18,695.00
The City of Dalton will consider proposals for products equal to or better. If not providing the exact product, complete details and specifications for the product must be submitted with the RFP.	
Expected timeline of project: Approximately 90 working days. See Contractor timeline schedule for details.	

SUBMITTED:



Proshot Concrete, Inc

Company Name

4158 Musgrove Drive Florence, AL 35630

Company Address

Anthony McDougle

Authorized Signature

Anthony McDougle, President

Print Name & Title

SECTION 00090 PROPOSAL CHECKLIST

Failure to include all required documents will result in proposal being removed for consideration for award.

- ☒ Document Description
- ☒ Completed City Vendor Packet
- ☒ Solicitation Form (Page 1 of this Document)
- ☒ References of Past Similar Jobs
- ☒ Price Proposal Form
- ☒ Vendor Affidavit and Agreement

☐ Checklist for Documents/Addenda Acknowledgement (this page)

Addenda Acknowledgement

Failure to acknowledge any addenda will result in a non-responsive bid.

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. <u>1</u>	Dated: <u>7-11-23</u>
Addendum No. <u>2</u>	Dated: <u>7-21-23</u>
Addendum No. <u>3</u>	Dated: <u>8-4-23</u>
Addendum No. <u>4</u>	Dated: <u>8-8-23</u>

This affirms that all documents are included with the bidders bid package.

Company's Name:

Proshot Concrete, Inc Date: 8-16-23

Authorized Representative's Name: Anthony McDougle, President

Authorized Representative's Signature: Anthony McDougle



SECTION 00100 PACKAGE LABEL

This label must be affixed to the outside of the envelope or package, even if it is a “No RFP” response. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No RFP will be accepted after the date and time specified.



SEALED BID ENCLOSED

DO NOT OPEN

“Seretean Plant Centrifugally Cast Concrete Pipe Lining Project”

Due Date and Time: August 18, 2023 at 2 pm

Vendor Name

Address

City, State, Zip Code

DELIVER TO:

The City of Dalton – Finance Department
300 West Waugh Street
Dalton, GA, 30720



SECTION 00110 PROPOSAL SCORING SHEET – (FOR OWNER ENTRY)

Company Name: Proshot Concrete, Inc.

1. Proposed Price & Method – 33 / 35 pts

2. Project Timeline 13 / 15 pts

3. Completeness of proposal 25 / 25 pts

4. Reputation and reliability of contractor 25 / 25 pts

TOTAL 96 / 100 pts

COMMENT:

Proposal provided extensive level of detail. Cost is within budget, but is not the lowest submitted.

Five year warranty on all materials and workmanship at no charge is a notable benefit towards

ensuring proposed restoration provides the level of service required by the City. References provided

indicate the the contractor is reputable and reliable.Overall, details provided towards the method proposed

bestows confidence that the elements of restoration meet all requirements of the project's charter.

CONTRACT ADDENDUM

ADDENDA NO.: 001

DATE ISSUED: July 11th, 2023

BID DATE: Friday, August 18th, 2023

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

Addenda No. 001 Contractor Action

1. Acknowledge receipt of this addendum by writing in "Addenda No. 1" on page 17 of Request for Proposals Document.

INTERPRETATIONS:

1. Will the City of Dalton Accept Concrete Restoration Methods Other Than Centrifugal Spin Cast Concrete Pipe Lining?
 - a. Other Concrete restoration methods proposed by a prospective contractor shall be accepted for proposal submissions for any given segment of pipe. Any concrete restoration methods proposed including centrifugal spin cast pipe lining must include as much detail as possible pertaining to, but-not-limited-to the following: cost benefits, lifespan, strength qualities, etc. All methods proposed are also subject to any and all additional requirements specified within the published Request for Proposals contract document found on the City's website for consideration of acceptance.

BY:

T. Jackson Sheppard, E.I.T.
Project Manager

CONTRACT ADDENDUM

ADDENDA NO.: 002

DATE ISSUED: July 21, 2023

BID DATE: Friday, August 18th 2023

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 17 of Request for Proposals Document.
2. Please refer to "Proposal Submittal Clarification" section below for clarification of contractor action for proposal submittal.

MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT:

1. To provide confirmation, the pre-proposal meeting is scheduled to take place at 1:00 PM on July 24th, 2023 at the Public Works Main Office located at 535 North Elm Street Dalton, GA 30721.
2. The address for the site visit that will take place following the pre-proposal meeting is 1510 Coronet Drive Dalton, GA 30720.

PROPOSAL SUBMITTAL CLARIFICATION:

1. To provide confirmation of the name of the project, please use "Seretean Plant Concrete Pipe Lining Project" as the official name of the project for all instructions specified within the Request for Proposals Document regarding proposal submissions.

CONTRACT ADDENDUM

ADDENDA NO.: 003

DATE ISSUED: August 4, 2023

BID DATE: Friday, August 18th 2023

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. 3" on page 17 of Request for Proposals Document.
2. Please refer to "Proposal Submittal Clarification" section below for clarification of contractor action for proposal submittal.
3. Please refer to "Interpretations" section for responses to questions submitted by the inquiry deadline.
4. Please replace Exhibit 'B' within original RFP packet with the revised Exhibit 'B' located on page eight (8) of published addenda no. 003. Please refer to "Proposal Submittal Clarification" section for details pertaining to the updated exhibit.

INTERPRETATIONS

1. If the awarded Contractor's total price exceeds the available budget, will the City reduce scope to meet the available budget or re-bid the project?
 - a. That will be left to the discretion of the Finance Committee. Most likely the City will proceed with the entire scope.
2. If the project scope is reduced to meet the available budget, does the City have a priority list or order of importance regarding culverts to address?
 - a. The City will make that determination once total project cost has been evaluated.
3. With the anticipated award of September 2023, what is the City's expectation for project completion?
 - a. The expectation is to adhere to the schedule provided by the contractor in their bid submission. The project timeline is part of the scoring criteria and will be part of the decision for award. The overall duration of schedule completion length will begin once the official "Notice to Proceed" is provided by the City. This is anticipated to be given immediately following the pre-construction conference with the awarded contractor.
4. Does this project have an overall project contract duration set by the City?

- a. No, the project duration will be set by the project timeline as part of the bid submission. Please refer to the response for question three (3) for additional context.
- 5. Will this project's contract include any liquidated damages?
 - a. Yes, liquidated damages will be implemented at \$300 per day. An example of the verbiage pertaining to liquidated damages for a previously completed project from the contract document has been provided below. Refer to responses to questions three (3) and four (4) for context regarding project duration.

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 within 24 weeks following "Notice to Proceed". Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Anticipated "Notice to Proceed" date is tentatively set for July 3, 2022.

- 6. During the mandatory pre-bid, the scoring sheet was reviewed. Will the City please define the 'Completeness of proposal' category?
 - a. The "Completeness of Proposal" will be scored based on how well details requested are outlined and documented in the submission and will be determined at the discretion of the City.
- 7. Will the City please provide the sign in sheet from the mandatory pre-bid project?
 - a. Refer to Page 7 of 28 in published addenda no. 003 for the official plan-holder's list for this project.
- 8. Will the City please confirm whether the design intent for this pipe rehabilitation is for a fully structural repair?
 - a. The intent is to make structural repairs if proposers deem necessary, and prolong the life of the existing infrastructure. Providing as much context as to the reasoning for what is being proposed is highly recommended.
- 9. To confirm engineered thicknesses for this project, the following information must be known by Bidders. If the information is unavailable at this time, will the City please define values for bidding purposes? Without defining these values for Bidders, thickness calculations cannot be compared across different materials.
 - a. Assumption of existing host pipe ovality (typically 0-2%).
 - Assumptions regarding ovality, length, height, etc. shall be determined by the proposer based on assessments performed during the site walk following the mandatory pre-RFP meeting, and details provided within the culvert details table assuming they were verified to be accurate as directed on Exhibit 'A' & 'B' of the RFP packet and addenda no. 003's revised Exhibit 'B'.
 - b. Factor of Safety (typically 2.0)
 - Factor of Safety shall be at the discretion of the proposer. Providing details pertaining to factors of safety used in proposal is recommended, and can be factored into the assessed overall completeness of the proposal.

-
- c. Depth of pipe – cover depth for each culvert is required; measured from ground level to the top of the existing culvert. Without this defined, thicknesses cannot be engineered.
 - Refer to pages 21 - 22 within published addenda no. 003 for details pertaining to existing coverage.
 - ci. Water table depth below the ground surface – measured from the surface. Without this defined, thicknesses cannot be engineered.
 - Water table depth is undetermined. It is advised for prospective proposers to make appropriate assumptions determined by the individual proposer utilizing proven experience for specifications that are unable to be determined and/or provided by the City.
 - cii. Soil density
 - Soil density is unknown. Soil name is UrC – Urban Land. Classified hydrologic group is Group D. Please refer to the Natural Resources Conservation Service for open sourced data pertaining to soil conditions. <https://websoilsurvey.sc.egov.usda.gov/app/WebSoilSurvey.aspx>
 - ciii. Rehab product's Flexural strength, confirmed by field testing during application. For this project, we would recommend 1,250 psi minimum.
 - Refer to response for part 'g' of question nine.
 - civ. Live Load Calculation Method – this is typically based on traffic loading, HS20, HS25, Railroad, or airport loading. Will the City confirm which load factor Bidders should utilize for material application design thickness? This will insure 'apples to apples' comparison.
 - Thickness of lining, type of material used, and method of application to be specified in proposal submission. These characteristics of proposed rehabilitation methods will be considered as part of the scoring process and decision to award will be heavily based on these three parameters. It is up to the proposing contractor to make these determinations along with providing justifications (i.e. details of the design approach) based on the parameters at hand by the proposal opening date. This being said, the primary source of live loadings directly underneath the plant are from fork lifts since single and tandem axel vehicles utilize the loading docks along the exterior of the plant. Culverts located directly underneath the pavement roads and parking lots can be subject to live loads from single and tandem axel vehicles at any time.
 - 10. Will the City confirm any work hour or workday restrictions for this project (set forth by City or plant)?
 - a. Permitted work days and hours are Monday – Saturday 7:00 am to 6:00 pm. Work may be permitted outside of the provided time windows upon written approval requested by awarded contractor at least 24 hours in advance.
 - 11. Will the City detail any safety or security requirements for this project (e.g. safety class, badging, etc.)?
 - a. Contractor needs to follow OSHA guidelines for workplace safety.
 - 12. To ensure all rehabilitation methods incorporate the same frequency, will the City please define material testing requirements for this project?
 - a. The City, at its discretion, may pull samples of all materials being utilized for the rehabilitation to check the validity of strength properties provided in the proposal submission specifications.
-

13. Work within the existing stream will be required to implement effective bypass pumping measures. Will the City please define any anticipated permits required to work within the creek?

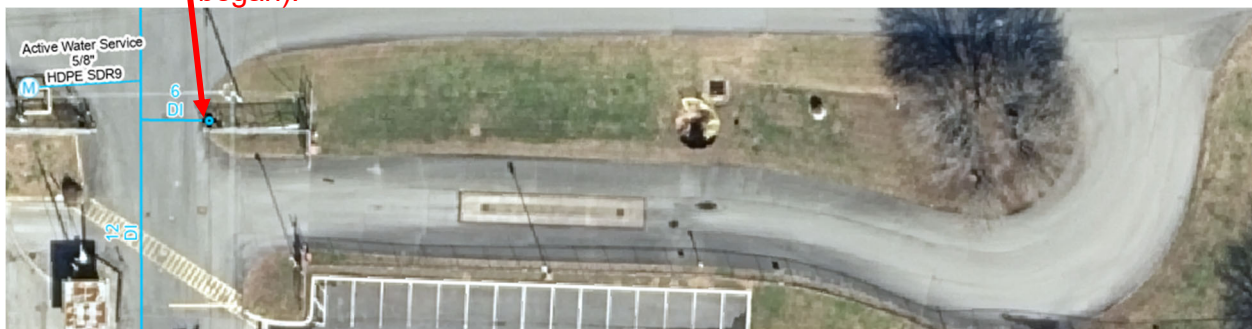
- Refer to page 9 of 28 for permit requirements pertaining to the scope of work being performed within this project. Assuming that the scope of work being performed adheres to the requirements of the 2021 Nationwide Permit (highlighted in yellow), the City is not anticipating a permit will be required as long as a detailed pumping and corresponding dewatering plan is provided from a Georgia Soil and Water Conservation Commission Certified Level II Design Professional.
- a. Will the City obtain all necessary permits for the Contractor to work within the creek as needed for this project?
 - i. If a permit is required to complete the scope of work proposed, the contractor shall be responsible for obtaining said permit(s).
- b. If the Contractor is responsible for permits, will the City please provide a list of those permits, responsible entity, and approximate cost?
 - i. Refer to previous responses for more information. For any additional questions regarding permit requirements, please contact Chris Hester, the Whitfield County Stormwater Coordinator.
 - ii. Chris Hester, P.E. – Whitfield County Stormwater Coordinator
 - 1. Email: chester@whitfieldcountyga.com
 - 2. Phone: (706) 281-1768

14. Will the City or plant owner provide a site for pipe cleaning debris disposal?

- a. Awarded contractor will be responsible for debris disposal and to be disposed of at a proper location such as a permitted landfill.

15. Will the City confirm that a potable water source will be provided to the Contractor at no charge? If the Contractor will be charged, please provide approximate cost for incorporation into our pricing.

- a. Potable water can be obtained at fire hydrant located at the Sereteian Plant. Awarded contractor must obtain a hydrant meter from Dalton Utilities and will be responsible for fees and usage. The contact for obtaining a hydrant meter through Dalton Utilities is Allen Peters and can be reached by phone at 706-529-1014 or by email at apeters@dutil.com. The nearest fire hydrant can be found at the edge of the grass island which is located adjacent to the permitted material staging area at the front entrance of the plant (where the site visit began).



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16. With the City accepting multiple rehab products, we strongly urge the City require all Bidders to submit P.E. stamped thickness calculations with their proposal packages. This will protect Bidders and the City from awarding based on an unconfirmed thickness design and open to project change orders. Will the City please require P.E. stamped thickness calculations with proposal packages?
- a. Thickness of lining, type of material used, and method of application to be specified in proposal submission. These characteristics of proposed rehabilitation methods will be considered as part of the scoring process and decision to award will be heavily based on these three parameters. It is up to the proposing contractor to make these determinations based on design parameters on hand by the proposal opening date. Proposal costs submitted to complete the proposed restorations shall be accounting for unforeseen conditions determined by the individual proposer to reduce the need for a contract change order for all methods proposed in said submittal. If proposal specifications are stamped by a Professional Engineer, licensed in the state of Georgia, this would aid in the scoring criteria of "Completeness of Proposal".
17. Will the City confirm that thickness designs should be calculated based on site specific criteria like pipe cover depth, water table, and live loading?
- a. Thickness designs shall be based upon parameters determined to be necessary by the individual prospective proposer. The proposer shall be fully responsible for providing all details utilized for proposed design thickness. The City is relying on the proven experience of the proposers to determine the necessary parameters required, and provide as much explanation pertaining to the proposed approach as possible for consideration of the proposal. This is why the project procurement is formatted as a request for proposals. Proposers are responsible for meeting the standard requirements specified by the City in all procurement documents, and is scored accordingly.
18. Is the City's intent to fill the existing pipe corrugations even if the engineered thickness calculations would not require it for the intended design?
- a. The City's intent is not to require pipe corrugations to be filled if any proposer determines it to not be necessary to meet the structural strength needs determined by the proposer that also meets the objectives specified within all published documents by the City for the project.
19. Would the City consider including at least a reference to a generic standardized specification such as the NASSCO's Performance Specification Guideline for Spray-Applied-Pipe-Liner (SAPL) Installation for Gravity Pipelines? This could be accomplished by simply putting a sentence referencing compliance to this guidance document. This would provide at least a "minimum" from which to reference any comparison as well as provide the City some assurance that proposals are somewhat comparable.
- a. The use of any national standard specification for the application / design approach of the proposed rehabilitation method is recommended, and will be considered in the proposal scoring of "Completeness of Proposal". It is recommended to provide as much context as possible regarding the approach towards determining the design proposed to complete the project.
-

20. Can the City provide some details for each pipe section (average depth of pipe, average loading conditions on the pipe, etc.) in order to properly design the liner thickness?
 - a. For details pertaining to coverage / depth of pipe, please refer to response to question nine, part C.
21. Will the access point outside the plant be permitted for culvert no. 6 shown on the visuals provided?
 - a. Yes, work will be permitted utilizing this access point granted all equipment being utilized does not disrupt the loading docks located adjacent to this location.
22. Can you provide as-builts for the plant, and details pertaining to the contractor that had previously performed the repairs observed?
 - a. At this time, the items pertaining to both requests are unable to be obtained, and consequentially are unable to be provided within this addendum. Given this, the City is unable to provide specifics regarding dead loads from the plant itself based on information provided from as-built drawings.
23. Can you provide hydrologic information pertaining to the drainage area entering the culvert at the inflow location of the project?
 - a. See report in published addenda no. 003 for information pertaining to hydraulic conditions derived from USGS Stream Stats to be utilized at the proposer's discretion for development of the required pumping and dewatering plan.

PROPOSAL SUBMITTAL CLARIFICATION:

1. To provide confirmation of the name of the project, please use "Sereteen Plant Concrete Pipe Lining Project" as the official name of the project for all instructions specified within the Request for Proposals Document regarding proposal submissions.
2. An updated Exhibit 'B' has been provided in published addenda no. 003 which has changes in lengths to account for evident increase in lengths for certain segments from production of the profile view documentation included within published addenda no. 003.
3. The culvert located at the yard inlet on the northern side of Rosen Drive (Station 00+00) on profile view provided below, that spans to the outfall location (southern side of Rosen Drive) is **NOT** to be considered as part of the scope of the restoration for this project given that it is a concrete box culvert.



T. Jackson Sheppard, E.I.T
Project Manager

Official Plan Holders List (Sign-In Sheet from the Mandatory Pre-RFP Meeting)

City of Dalton Public Works Department Mandatory Pre-Proposal Meeting - Sereteen Plant Concrete Pipelining Project Monday, July 24, 2023 - 1:00 PM Sign-In Sheet			
Name	Company	Phone	Email
Jackson Sheppard	City of Dalton PW	706-278-7077	jsheppard@dalton.ga.gov
JOSH SMITH	BLUE TANK & PUMP	423-827-6274	jsmith@bluetankandpump.com
CRAIG CARSON	Proshot Concrete	256 810 3350	ccarson@proshotconcrete.com
Jason Goldschmidt	MCSP	513-253-3354	jsson@mcspinc.com
Chad Townsend	City of Dalton	706-278-7077	ctownsend@dalton.ga.gov
Jake Jenkins	PURIS	470 303 1001	jacob.jenkins@puriscorp.com
David Stanley	PURIS	404-998-9557	david.stanley@puriscorp.com
RICHARD GOODRUM	GEOTREE	864-216-1128	rgoodrum@cs-nri.com
Mike Wendt	Heck	420-806-2275	Mike.Wendt@HeckRentals.com
Jorge Campos	City of Dalton PW	706-278-7077	jcampos@dalton.ga.gov
Bhaumi B. Chauhan	US INFRA REHAB SERVICES	740-707-1991	bhaumi@usinfarehab.com

Revised Exhibit 'B' from RFP Packet

Sereteam Plant Mainline Culvert Details (Updated Lengths)							
Culvert No.	Dimensions*			Length*	Material*	Existing Coating*	Comment*
	Height (in)	Width (in)	Shape	Linear Feet			
1	72 - 78 (varies)	122	Squashed Invert - Elliptical	862	CMP	No Coating or Concrete Invert Observed	Significant deterioration of culvert invert. Severe corrosion present spanning entire width of invert. Subgrade under pipe partially washed away from voids in corrugations.
2	60-72 (varies)	122	Squashed Invert - Elliptical	75	CMP	Non-Coated & Concrete Invert	Invert appears to be holding. Corrosion present in places where CMP meets concrete invert.
3	60-72 (varies)	122	Squashed Invert - Elliptical	611	CMP	Non-Coated & Concrete Invert	Invert appears to be holding. Corrosion present throughout where CMP meets concrete invert.
4	140 (Diameter)	140 (Diameter)	Circular	120	CMP	Appears have Alluminized Coating	Most Recently Installed Section
5	72	122 - 128	Squashed Invert - Elliptical	580	CMP	Partially Bituminous Coated & Concrete Invert	Occasional spalling of bituminous coating observed.
6	42 (Diameter)	42 (Diameter)	Circular	140	CMP	No Coating or Concrete Invert Observed	Potential corrosion observed along invert.

(*) *NOTICE* Exhibits 'A' & 'B' are simply to provide a general overview of existing culverts within the mainline of the project limits, and are not intended to encompass all culverts requiring restoration. It is completely up to the proposer to verify all details given within Exhibits 'A' & 'B' are accurate, complete, and all encompassing of culverts requiring restoration during the field visit following the mandatory pre-RFP meeting.

Summary of the 2021 Nationwide Permits¹

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 1 – Aids to Navigation	10	none	PCN not required	no	navigable waters of the U.S.	none	
NWP 2 – Structures in Artificial Canals	10	none	PCN not required	no	navigable waters of the U.S.	none	
NWP 3 – Maintenance	10/404						
(a) Repair, rehabilitation, or replacement of previously authorized, currently serviceable structures or fills		authorizes only minor deviations for maintenance	PCN not required	no	all waters of the U.S.	none	Does not authorize: maintenance dredging for the primary purpose of navigation; beach restoration; or new stream channelization or stream relocation projects. Limits stream channel modification to the minimum necessary for the maintenance activity.
(b) Discharges associated with removal of accumulated sediments and debris in the vicinity of existing structures, including intake and outfall structures and associated canals		200 feet from structure; minimum necessary to restore capacity intake or outfall or associated canal	all activities	yes	all waters of the U.S.	none	
(c) Temporary structures, fills, and work necessary to conduct maintenance activity			PCN not required	no	all waters of the U.S.	none	Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations
NWP 4 – Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities	10/404	none	PCN not required	no	all waters of the U.S.	none	Does not authorize impoundments or artificial reefs. Does not authorize covered oyster trays or clam racks.
NWP 5 – Scientific Measurement Devices	10/404	25 cubic yards for weirs and flumes	PCN not required	no	all waters of the U.S.	none	Devices and any associated structures or fills be removed upon completion of the use and restored to pre-construction elevations to maximum extent practicable.
NWP 6 – Survey Activities	10/404	1/10-acre	PCN not required	no	all waters of the U.S.	none	Does not authorize fills for roads. Does not authorize permanent structures. Does not authorize fill associated with recovery of historic properties. Backfilling of exploratory trenches must not drain a water of the U.S.

¹ This table is intended to provide **general** information on the 2021 nationwide permits published in the *Federal Register* on January 13, 2021 (86 FR 2744) and December 27, 2021 (86 FR 73522).

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 7 – Outfall Structures and Associated Intake Structures	10/404	none	all activities	yes	all waters of the U.S.	none	Activity must comply with National Pollutant Discharge Elimination System Program.
NWP 8 – Oil and Gas Structures on the Outer Continental Shelf	10	none	all activities	no	navigable waters of the U.S.	none	Limited to facilities in areas leased by the Bureau of Ocean Energy Management of the Department of the Interior.
NWP 9 – Structures in Fleeting and Anchorage Areas	10	none	PCN not required	no	navigable waters of the U.S.	none	Applies to structures, buoys, and other devices placed in anchorage or fleeting areas established for those purposes
NWP 10 – Mooring Buoys	10	none	PCN not required	no	navigable waters of the U.S.	none	Non-commercial, single boat mooring buoys
NWP 11 – Temporary Recreational Structures	10	none	PCN not required	no	navigable waters of the U.S.	none	Structures must be removed within 30 days after use discontinued.
NWP 12 – Oil or Natural Gas Pipeline Activities	10/404	1/2 acre	<ul style="list-style-type: none"> a section 10 permit is required discharges that result in the loss of >1/10 acre new oil or natural gas pipeline greater than 250 miles in length 	yes, if PCN required	see text of NWP	Limit to oil or natural gas pipeline activities. Remove PCN requirements for: (a) activities that involve mechanized land clearing in a forested wetland for the utility line right-of-way; (b) utility lines in waters of the United States, excluding overhead lines, that exceed 500 feet; (c) utility lines placed within a jurisdictional area (i.e., water of the United States), that run parallel to or along a stream bed that is within that jurisdictional area; (d) permanent access roads constructed above grade in waters of the United States for a distance of more than 500 feet; or (e) permanent access roads are constructed in waters of the United States with impervious materials. Add PCN requirement for new oil or natural gas pipelines more than 250 miles in length.	Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.
oil or natural gas pipelines					all waters of the U.S., including navigable waters	Removed Note requiring district engineer to send copy of PCN and NWP verification letter to Department of Defense Siting Clearinghouse.	Must restore area to pre-construction contours.
oil or natural gas pipeline substations					non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters		

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
foundations for above-ground oil or natural gas pipelines					all waters of the U.S.		
access roads					non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters		Access roads must be constructed to minimize adverse effects to waters of the U.S.
NWP 13 – Bank Stabilization	10/404	<ul style="list-style-type: none"> 500 feet along the bank (unless waived by DE – waivers for bulkheads limited to 1,000 linear feet along the shore) 1 cubic yard per running foot (unless waived by DE) 	<ul style="list-style-type: none"> >500 linear feet in length >1 cubic yard per running foot, as measured along the treated bank, below OHWM or HTL discharges into special aquatic sites 	yes, if PCN required	all waters of the U.S.	Added Note stating that in coastal waters and the Great Lakes, living shorelines authorized by NWP 54 may be an appropriate form of bank stabilization.	Activity cannot impair surface water flow into or out of waters of the U.S. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. Native plant species appropriate for site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization.
NWP 14 – Linear Transportation Projects	10/404	<ul style="list-style-type: none"> 1/2 acre in non-tidal waters 1/3 acre in tidal waters 	<ul style="list-style-type: none"> >1/10 acre discharges into special aquatic sites 	yes, if PCN required	all waters of the U.S.	Added “driveways” to list of examples of linear transportation projects.	Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. Does not authorize storage buildings, parking lots, train stations, aircraft hangars, or other non-linear transportation features.
NWP 15 – U.S. Coast Guard Approved Bridges	404	none	PCN not required	no	navigable waters of the U.S.	none	Causeways and approach fills for bridges are not authorized by this NWP; those activities require separate section 404 authorization. Bridge structures can be authorized by Section 9 of the Rivers and Harbors Act or other applicable laws.
NWP 16 – Return Water From Upland Contained Disposal Areas	404	none	PCN not required	no	all waters of the U.S.	none	Water quality issues addressed through Clean Water Act section 401 certification process
NWP 17 – Hydropower Projects	404	none	all activities	yes	all waters of the U.S., except navigable (i.e., section 10) waters	Increased total generating capacity from 5,000 kW to 10,000 kW.	Applies to activities licensed by the Federal Energy Regulatory Commission or activities exempt from licensing requirements.
NWP 18 – Minor Discharges	10/404	<ul style="list-style-type: none"> 25 cubic yards discharged below plane of OHWM/HTL 1/10 acre of waters of the U.S. 	<ul style="list-style-type: none"> >10 cubic yards discharged below plane of OHWM/HTL discharges into special aquatic sites 	yes, if PCN required	all waters of the U.S.	none	Does not authorize discharges for stream diversions.

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 19 – Minor Dredging	10/404	25 cubic yards below plane of OHWM/ MHW	PCN not required	no	navigable waters of the U.S.	none	Does not authorize dredging or degradation through siltation of coral reefs, submerged aquatic vegetation beds, anadromous fish spawning areas, or wetlands. Does not authorize the connection of canals to navigable waters.
NWP 20 – Response Operations for Oil or Hazardous Substances	10/404	none	PCN not required	no	all waters of the U.S.	none	Authorizes activities subject to the National Oil and Hazardous Substances Pollution Contingency Plan. Authorizes activities required for cleanup of oil releases in waters of the U.S. Authorizes use of temporary structures and fills for spill response training exercises.
NWP 21 – Surface Coal Mining Activities	10/404	<ul style="list-style-type: none"> 1/2 acre No valley fills 	All activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. Remove reference to integrated permit processing procedures. Remove requirement for written verification.	Activities must be authorized, or currently being processed by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977.
NWP 22 – Removal of Vessels	10/404	none	<ul style="list-style-type: none"> if vessel listed or eligible for National Register of Historic Places activities in special aquatic sites 	yes, if PCN required	all waters of the U.S.	Note 1 revised to clarify EPA requirements for intentional ocean disposal of vessels under the Marine, Protection, Research and Sanctuaries Act.	Does not authorize maintenance dredging, shoal removal, or river bank snagging. Disposal of removed vessel in waters of the U.S. may require separate authorizations from EPA and Corps.
NWP 23 – Approved Categorical Exclusions	10/404	none	PCN not required, except for certain activities identified in RGL 05-07	yes, if PCN required	all waters of the U.S.	none	Categorical exclusions must be approved by the Office of the Chief of Engineers. See RGL 05-07 for list of agencies and their activities that are currently eligible for NWP 23.
NWP 24 – Indian Tribe or State Administered Section 404 Program	10	none	PCN not required	no	navigable waters of the U.S.	Added Florida to list of states that have been approved to administer the Section 404 permit program.	Does not authorize activities in navigable waters that require only a section 10 permit.
NWP 25 – Structural Discharges	404	none	PCN not required	no	waters of the U.S.	none	Structure may require a section 10 permit if located in navigable waters of the U.S. Does not authorize structures that support buildings or similar structures.

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities	10/404	none	all activities, except for those that require reporting (e.g., activities under a binding agreement between the landowner and an agency)	yes, if PCN required	all waters of the U.S.	Added “releasing sediment from reservoirs to restore or sustain downstream habitat” and “coral restoration or relocation” to the list of examples of activities authorized by this NWP. No PCN required for activities conducted in accordance with the terms and conditions of a binding coral restoration or relocation agreement between the project proponent and the NMFS or any of its designated state cooperating agencies.	Does not authorize stream channelization. Does not authorize relocation or conversion of tidal waters. Does not authorize conversion of natural wetlands or streams, except for relocation activities. Compensatory mitigation is not required for NWP 27 activities.
NWP 28 – Modifications of Existing Marinas	10	activities limited to authorized marina area	PCN not required	no	navigable waters of the U.S.	none	Does not authorize dredging, additional slips, dock spaces, or expansion in waters of the U.S.
NWP 29 – Residential Developments	10/404	<ul style="list-style-type: none"> 1/2 acre 	all activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	For residential subdivisions, the aggregate total loss of waters of the U.S. cannot exceed 1/2-acre.
NWP 30 – Moist Soil Management for Wildlife	404	none	PCN not required	no	non-tidal waters of the U.S.	none	Authorizes only on-going activities. Does not authorize construction of new dikes, roads, water control structures, etc. Does not authorize conversion of wetlands to uplands. Does not authorize impoundments. Does not authorize activities that result in net loss of aquatic functions and services.
NWP 31 – Maintenance of Existing Flood Control Facilities	10/404	maintenance baseline approved by district engineer	all activities	yes	all waters of the U.S.	none	PCN must indicate location of sites for disposal of dredged or excavated material and baseline information. Authorizes the removal of vegetation from levees associated with a flood control project, if Corps permits are required for those activities.
NWP 32 – Completed Enforcement Actions	10/404	<ul style="list-style-type: none"> 5 acres of non-tidal waters 1 acre of tidal waters also see text of NWP 	PCN not required	no	all waters of the U.S.	none	
NWP 33 – Temporary Construction, Access, and Dewatering	10/404	none	all activities in navigable (i.e., section 10) waters	yes	all waters of the U.S.	none	Associated primary activity must be authorized by Corps or U.S. Coast Guard, or be exempt from permit requirements. PCN must include restoration plan.

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 34 – Cranberry Production Activities	404	10 acres, but activity cannot result in net loss of wetland acreage	all activities	yes	section 404 waters only	none	Does not authorize discharges in waters of the U.S. for attendant features, such as warehouses, processing facilities, or parking areas.
NWP 35 – Maintenance Dredging of Existing Basins	10	dredging to previously authorized depths or controlling depths, whichever are less	PCN not required	no	navigable waters of the U.S.	none	
NWP 36 – Boat Ramps	10/404	<ul style="list-style-type: none"> 50 cubic yards, unless waived by DE 20 foot width, unless waived by DE 	<ul style="list-style-type: none"> >50 cubic yards >20 feet wide 	yes, if PCN required	all waters of the U.S., except special aquatic sites	Added “repair” and “replacement” of boat ramps.	Section 10 permit required if dredging navigable water is necessary for access to boat ramp. No placement of material in special aquatic sites.
NWP 37 – Emergency Watershed Protection and Rehabilitation	10/404	none	all activities	yes	all waters of the U.S.	none	Prospective permittee should wait 45 calendar days before proceeding with the activity if the DE has not yet issued a verification letter, but may proceed immediately if there is an unacceptable hazard to life or significant loss of property or economic hardship will occur.
NWP 38 – Cleanup of Hazardous and Toxic Waste	10/404	none	all activities	yes	all waters of the U.S.	none	Does not authorize the establishment of new disposal sites or the expansion of existing disposal sites.
NWP 39 – Commercial and Institutional Developments	10/404	<ul style="list-style-type: none"> 1/2 acre 	all activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	Does not authorize construction of new golf courses or new ski areas. Authorizes the construction of oil or gas wells. For wind energy generating structures, solar towers, or overhead transmission lines, district engineer coordinates PCN and NWP verification with Department of Defense Siting Clearinghouse.
NWP 40 – Agricultural Activities	404	<ul style="list-style-type: none"> 1/2 acre 	all activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	NWP can be used for agricultural activities, regardless of whether applicant is USDA participant. Does not authorize aquaculture ponds.
NWP 41 – Reshaping Existing Drainage and Irrigation Ditches	404	none	PCN not required	no	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Added irrigation ditches.	Reshaping drainage ditch cannot increase capacity of ditch or drain additional waters of the U.S. Does not authorize relocation of drainage ditches constructed in waters of the U.S.
NWP 42 – Recreational Facilities	404	<ul style="list-style-type: none"> 1/2 acre 	all activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	Authorizes variety of recreational facilities, except for hotels, restaurants, racetracks, stadiums, arenas, or similar facilities (these may be authorized by NWP 39).

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 43 – Stormwater Management Facilities	404	<ul style="list-style-type: none"> 1/2 acre 	all activities involving expansion or construction of SWM facilities	yes, if PCN required	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	Does not authorize construction of new stormwater management facilities in perennial streams. Maintenance does not require PCN if limited to restoring original design capacities. Also authorizes low impact development integrated management features and pollutant reduction green infrastructure features.
NWP 44 – Mining Activities	10/404	<ul style="list-style-type: none"> 1/2 acre 	all activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. Limit mining in non-tidal navigable waters of the United States (i.e., section 10 waters) to 1/2-acre.	PCN must include final reclamation plan if reclamation is required by other statutes.
NWP 45 – Repair of Uplands Damaged by Discrete Events	10/404	Restore uplands to pre-event ordinary high water mark	all activities	yes	all waters of the U.S.	none	PCN must be submitted to district engineer within one year of date of damage; work must start or be under contract within two years of date of damage.
NWP 46 – Discharges in Ditches	404	<ul style="list-style-type: none"> 1 acre 	all activities	yes	certain types of non-tidal ditches constructed in uplands and determined to be waters of the U.S.	none	NWP does not authorize discharges into ditches constructed in streams or other waters of the U.S., or in streams that have been relocated in uplands.
NWP 48 –Commercial Shellfish Mariculture Activities	10/404	none	New and existing activities that directly affect greater than 1/2-acre of submerged aquatic vegetation	yes	navigable waters of the U.S.	Changed “aquaculture” to “mariculture.” Remove the prohibition against new commercial shellfish mariculture activities directly affecting more than 1/2-acre of submerged aquatic vegetation. Remove definition of “new commercial shellfish aquaculture operation” as operating in an area where such activities have not occurred during the past 100 years. Add PCN requirement for activities directly affecting greater than 1/2-acre of submerged aquatic vegetation. Prohibit cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody.	Does not authorize nonindigenous species not previously cultivated in the waterbody, aquatic nuisance species, or attendant features such as docks or staging areas. Does not authorize the deposition of shell material back into waters of the U.S. as waste. Project area is the area in which the operator is authorized to conduct commercial shellfish mariculture activities, as identified through a lease or permit issued by an appropriate state or local government agency, a treaty, or any easement, lease, deed, contract, or other legally binding agreement that establishes an enforceable property interest for the operator.

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 49 – Coal Remining Activities	10/404	Limited to sites that were previously mined for coal, but new mining may be conducted in adjacent areas if the newly mined area is less than 40 percent of the area being remined plus any unmined area needed for reclamation.	all activities	yes	non-tidal waters of the U.S.	Removed reference to integrated permit processing procedures.	Permittee must demonstrate net increase in aquatic resource functions through reclamation. Activities must be authorized by the Department of the Interior, Office of Surface Mining, or by states with approved programs under Title IV and V of the Surface Mining Control and Reclamation Act of 1977. Corps will review the SMCRA determination regarding the amount of previously unmined area necessary for the reclamation and make an independent determination of the amount needed.
NWP 50 – Underground Coal Mining Activities	10/404	<ul style="list-style-type: none"> 1/2 acre 	all activities	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision. Remove requirement for written verification. Remove reference to integrated permit processing procedures. Remove Note stating that coal preparation and processing outside the mine site may be authorized by NWP 21.	Activities must be authorized by the Department of the Interior, Office of Surface Mining, or by states with approved programs under Title V of the Surface Mining Control and Reclamation Act of 1977. If reclamation required, a copy of the plan must be submitted with PCN. Does not authorize coal preparation and processing activities outside of the mine site.
NWP 51 – Land-Based Renewable Energy Generation Facilities	10/404	<ul style="list-style-type: none"> 1/2 acre 	<ul style="list-style-type: none"> discharges that result in the loss of >1/10 acre 	yes	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	Authorizes construction, expansion or modification of land-based renewable energy production facilities, including attendant features. If only activity requiring DA authorization is utility line, then NWP C shall be used. Utility lines transferring energy to a distribution system, regional grid, or other facility are generally considered to be separate single and complete linear projects. For wind energy generating structures, solar towers, or overhead transmission lines, district engineer coordinates PCN and NWP verification with Department of Defense Siting Clearinghouse.

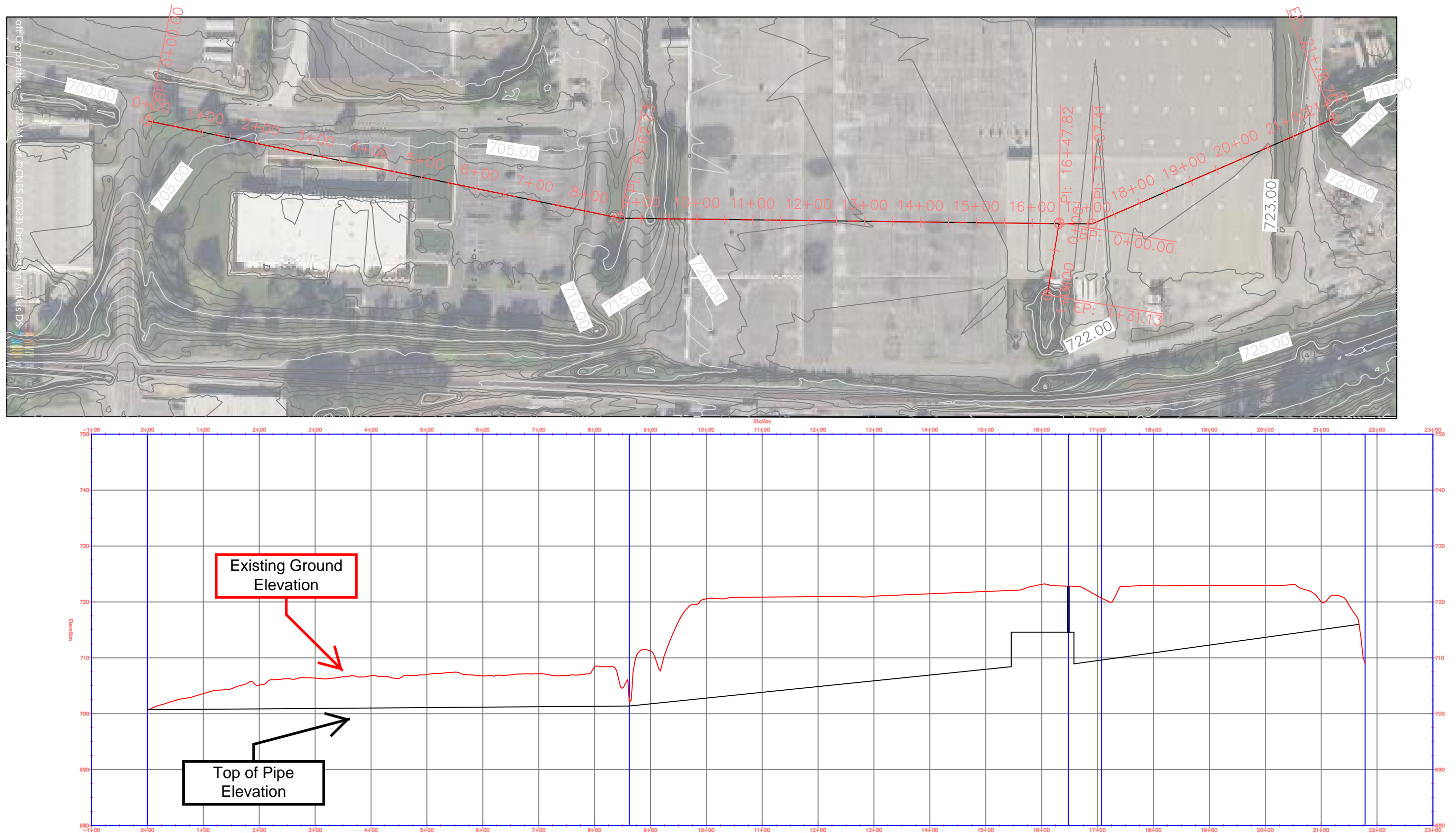
Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 52 – Water-Based Renewable Energy Generation Pilot Projects	10/404	<ul style="list-style-type: none"> 1/2 acre No more than 10 generation units Floating solar panels in section 10 waters limited to 1/2-acre in size 	all activities	yes	all waters of the U.S. except in coral reefs	Removed the 300 linear foot limit for losses of stream bed. Remove waiver provision.	Authorizes construction, expansion, modification, or removal of water-based renewable energy generation pilot projects and their attendant features. Limited to “pilot projects.” Placement of a transmission line on bed of a navigable water of U.S. from generation unit to land-based collection facility is considered a structure under section 10 and is not considered a loss of waters of the U.S. Prohibits activities in coral reefs. Structures in anchorage areas must comply with U.S. Coast Guard requirements. Does not authorize structures in established danger zones, restricted areas, etc. Upon completion of pilot project, associated structures and/or fills must be removed unless authorized by separate DA permit. Utility lines transferring energy to a distribution system, regional grid, or other facility are generally considered to be separate and complete linear projects. An activity located on an existing, maintained Corps project requires separate approval under 33 USC 408. For wind energy generating structures, solar towers, or overhead transmission lines, district engineer coordinates PCN and NWP verification with Department of Defense Siting Clearinghouse.
NWP 53 – Removal of Low-Head Dams	10/404	none	all activities	yes	all waters of the U.S.	Modified definition of “low-head dam.”	Authorizes the removal of low-head dams for stream restoration and public safety. “Low-head dam” defined as a dam built to pass upstream flows over the entire width of the dam crest on a continual and uncontrolled basis. As a general rule, compensatory mitigation is not required for these activities because they result in net increases in stream ecological functions and services. NWP does not authorize regulated activities for restoration of stream in vicinity of former impoundment (these activities may be authorized by NWP 27), or bank stabilization activities (these activities may be authorized by NWP 13).

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 54 – Living Shorelines	10/404	<ul style="list-style-type: none"> 30 feet channelward of mean low water in tidal waters or mean high water line in Great Lakes (unless waived by DE) 500 feet along the bank (unless waived by DE) 	all new activities; PCN not required for repair and maintenance of existing living shorelines	yes	all waters of the U.S.	Added text stating that native plants appropriate for the elevation should be used for living shorelines.	Authorizes construction and maintenance of living shorelines for shore erosion control. Living shorelines consist of natural and man-made materials. May include stone or reef structures to protect the shoreline from low to moderate energy waves. Living shorelines must have a substantial biological component, either tidal or lacustrine fringe wetlands or oyster or mussel reef structures. Does not authorize beach nourishment or land reclamation activities. Discharges of dredged or fill material into waters of the United States, including the construction of fill structures such as sills or breakwaters, must be the minimum necessary for the establishment and maintenance of the living shoreline.
NWP 55 – Seaweed Mariculture Activities	10	none	all activities	yes	navigable waters of the U.S., including federal waters on the outer continental shelf	new NWP	Prohibits the cultivation of an aquatic nuisance species as defined in the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 or the cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody. Structures in an anchorage area established by the U.S. Coast Guard must comply with the requirements in 33 CFR 322.5(l)(2). Structures may not be placed in established danger zones or restricted areas designated in 33 CFR part 334, Federal navigation channels, shipping safety fairways or traffic separation schemes established by the U.S. Coast Guard (see 33 CFR 322.5(l)(1)), or EPA or Corps designated open water dredged material disposal areas.

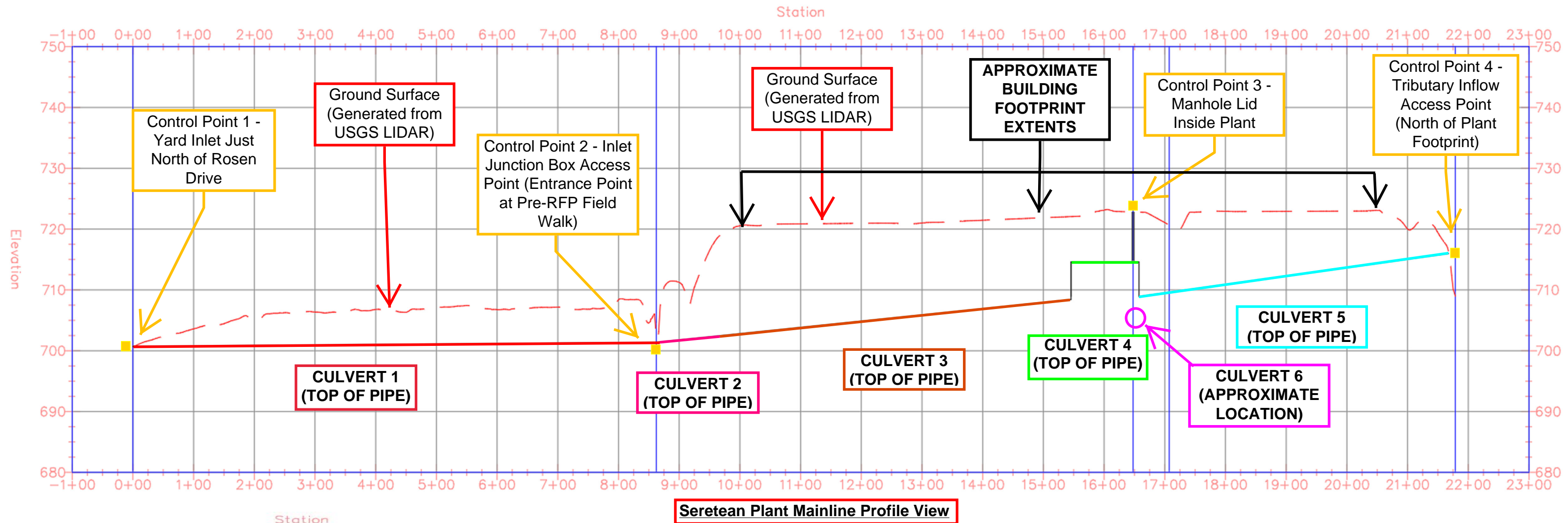
Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
NWP 56 – Finfish Mariculture Activities	10	none	all activities	yes	navigable waters of the U.S., including federal waters on the outer continental shelf	new NWP	Prohibits the cultivation of an aquatic nuisance species as defined in the Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990 or the cultivation of a nonindigenous species unless that species has been previously cultivated in the waterbody. Structures in an anchorage area established by the U.S. Coast Guard must comply with the requirements in 33 CFR 322.5(l)(2). Structures may not be placed in established danger zones or restricted areas designated in 33 CFR part 334, Federal navigation channels, shipping safety fairways or traffic separation schemes established by the U.S. Coast Guard (see 33 CFR 322.5(l)(1)), or EPA or Corps designated open water dredged material disposal areas.
NWP 57 – Electric Utility Line and Telecommunications Activities	10/404	<ul style="list-style-type: none"> 1/2-acre 	<ul style="list-style-type: none"> a section 10 permit is required discharges that result in the loss of >1/10 acre 	yes, if PCN required	all waters of the U.S.	new NWP	Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.
electric utility lines and telecommunications lines					all waters of the U.S., including navigable waters		Must restore area to pre-construction contours.
electric utility line and telecommunications substations					non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters		
foundations for overhead electric utility line or telecommunication line towers, poles, and anchors					all waters of the U.S.		
access roads					non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters		Access roads must be constructed to minimize adverse effects to waters of the U.S.
NWP 58 – Utility Line Activities for Water and Other Substances	10/404	<ul style="list-style-type: none"> 1/2-acre 	<ul style="list-style-type: none"> a section 10 permit is required discharges that result in the loss of >1/10 acre 	yes, if PCN required	all waters of the U.S.	new NWP	Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations.
utility lines					all waters of the U.S., including navigable waters		Must restore area to pre-construction contours.
utility line substations					non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters		
foundations for above-ground utility lines					all waters of the U.S.		

Nationwide Permit	Statutory Authority	Limits	Pre-Construction Notification (PCN) Threshold	Delineation Required?	Applicable Waters	Changes	Other Information
access roads					non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters		Access roads must be constructed to minimize adverse effects to waters of the U.S.
NWP 59 – Water Reclamation and Reuse Facilities	404	1/2-acre	all activities	Y	non-tidal waters of the U.S., except non-tidal wetlands adjacent to tidal waters	new NWP	

Seretean Plant Mainline Profile View (PAGE 1)
Please Refer to the Next Page for a Detailed Description of the Profile View Provided



SERETEAN PLANT CONCRETE PIPE LINING PROJECT PROFILE VIEW (PAGE 2)

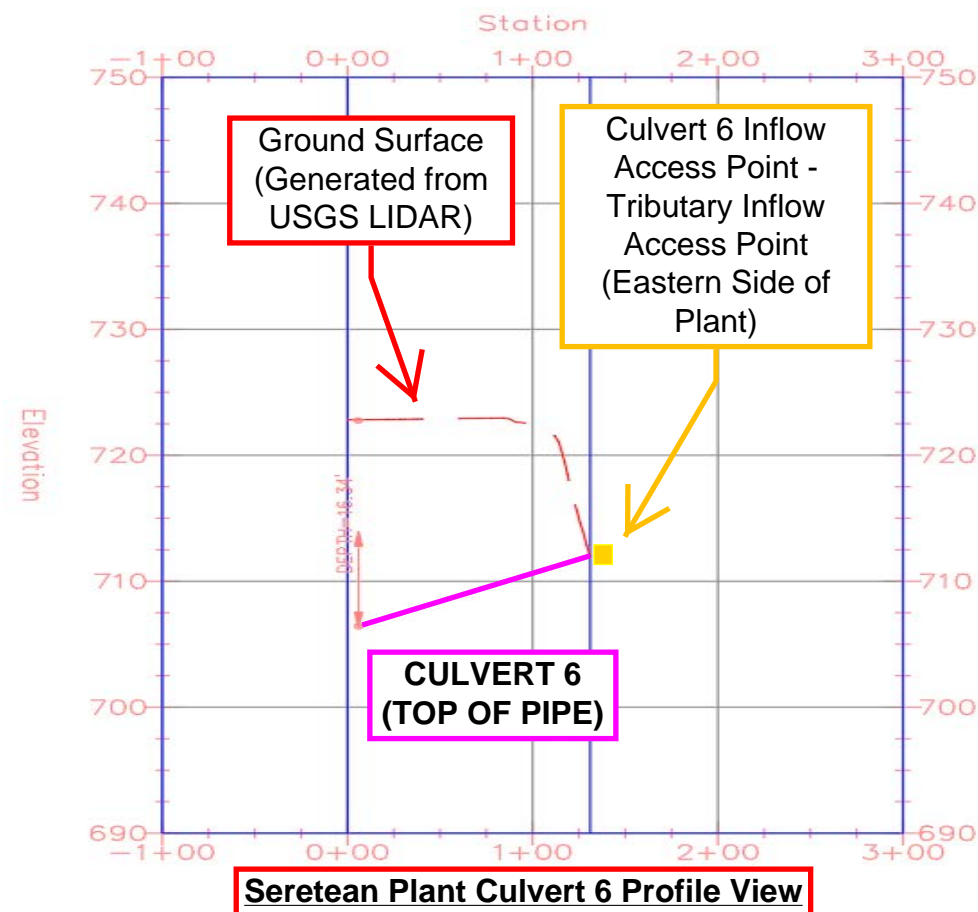


Control Point (CP) Depths To Top of Culvert

- **CP1:** 0'-0" (Corrugations Exposed)
- **CP2:** 1'-0" (CIP Inlet Thickness)
- **CP3:** 8'-2" (Finished Floor Elevation To Top of Culvert)
- **CP4:** 5'-0" (From Edge of Pavement)
1'-3" (From Top of Headwall)
- **CP6:** 16'-4" (Estimated From CP3 to Top of Pipe At Connection)

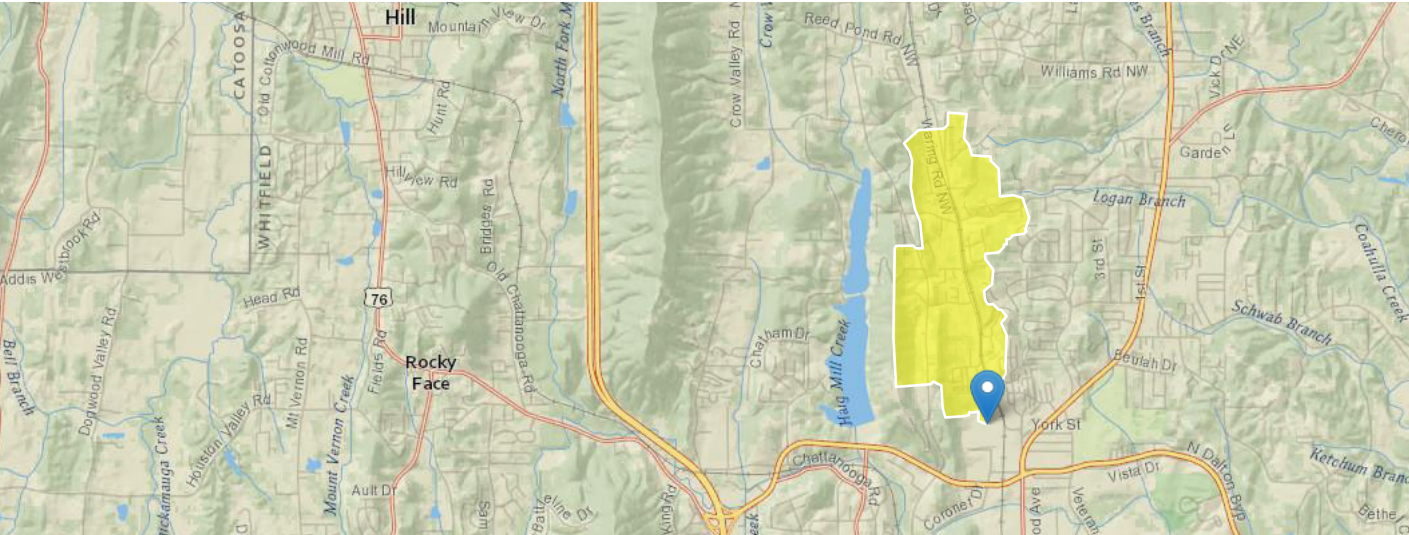
Profile View General Notes

- Profile views provided have been generated to project the typical depth of coverage throughout project limits. Ground surface (hatched red lines) were generated using USGS LIDAR Source OPR Surface DEMs. Control points shown mark the locations where depth of cover measurements were able to be assessed. The top of pipe for each section has been linearly projected to the measured control point locations. Please Refer to Exhibit 'A' in RFP packet and Exhibit 'B' in addenda no. 003 for additional information.



Seretean Plant - StreamStats Report

Region ID: GA
Workspace ID: GA20230801143431398000
Clicked Point (Latitude, Longitude): 34.80325, -84.96663
Time: 2023-08-01 10:34:53 -0400



The following StreamStats report is the drainage basin properties to be considered for design of pumping plan(s) for the Seretean Plant Concrete Pipe Lining Project. Proposal submissions shall encompass details pertaining to design storm event selected for pumping plan.

Collapse All

➤ Basin Characteristics

Parameter Code	Parameter Description	Value	Unit
DRNAREA	Area that drains to a point on a stream	1.41	square miles
LC06IMP	Percentage of impervious area determined from NLCD 2006 impervious dataset	8.16	percent
PCTREG1	Percentage of drainage area located in Region 1 - Piedmont / Ridge and Valley	100	percent
PCTREG2	Percentage of drainage area located in Region 2 - Blue Ridge	0	percent
PCTREG3	Percentage of drainage area located in Region 3 - Sandhills	0	percent
PCTREG4	Percentage of drainage area located in Region 4 - Coastal Plains	0	percent
PCTREG5	Percentage of drainage area located in Region 5 - Lower Tifton Uplands	0	percent
PRECPRIS00	Basin average mean annual precipitation for 1971 to 2000 from PRISM	55.8	inches
RRMEAN	Relief ratio defined as (ELEV-MINBELEV)/(ELEVMAX-MINBELEV)	0.293	dimensionless

➤ Peak-Flow Statistics

Peak-Flow Statistics Parameters [Peak Southeast US GA 2023 5006]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
PCTREG1	Percent Area in Region 1	100	percent	0	100
PCTREG2	Percent Area in Region 2	0	percent	0	100
PCTREG3	Percent Area in Region 3	0	percent	0	100
PCTREG5	Percent Area in Region 5	0	percent	0	100

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.08	8902
PCTREG4	Percent Area in Region 4	0	percent	0	100

Peak-Flow Statistics Flow Report [Peak Southeast US GA 2023 5006]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
50-percent AEP flood	186	ft^3/s	102	339	36.8
20-percent AEP flood	331	ft^3/s	187	587	35.8
10-percent AEP flood	448	ft^3/s	251	800	36.3
4-percent AEP flood	606	ft^3/s	325	1130	38.4
2-percent AEP flood	748	ft^3/s	398	1410	39.8
1-percent AEP flood	888	ft^3/s	462	1710	41.3
0.5-percent AEP flood	1030	ft^3/s	524	2020	42.8
0.2-percent AEP flood	1220	ft^3/s	607	2450	44.4

Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., Musser, J.W., Weaver, J.C, Kolb, K.R., Veilleux, A.G., and Wagner, D.M.2023, Magnitude and frequency of floods for rural streams in Georgia, South Carolina, and North Carolina, 2017—Results: U.S. Geological Survey Scientific Investigations Report 2023-5006, 75 p. (<https://pubs.er.usgs.gov/publication/sir20235006>)

Low-Flow Statistics

Low-Flow Statistics Parameters [N Georgia low flow 2017 5001]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	1.67	576
PRECPRIS00	Mean Annual Precip PRISM 1971 2000	55.8	inches	47.6	81.6
RRMEAN	Relief Ratio Mean	0.293	dimensionless	0.146	0.607

Low-Flow Statistics Disclaimers [N Georgia low flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Low-Flow Statistics Flow Report [N Georgia low flow 2017 5001]

Statistic	Value	Unit
1 Day 10 Year Low Flow	0.113	ft^3/s
7 Day 10 Year Low Flow	0.136	ft^3/s

Low-Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017–5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

Annual Flow Statistics

Annual Flow Statistics Parameters [N Georgia mean flow 2017 5001]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	1.67	576
PRECPRIS00	Mean Annual Precip PRISM 1971 2000	55.8	inches	47.6	81.6

Annual Flow Statistics Disclaimers [N Georgia mean flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Annual Flow Statistics Flow Report [N Georgia mean flow 2017 5001]

Statistic	Value	Unit
Mean Annual Flow	1.99	ft^3/s

Annual Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017–5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

Monthly Flow Statistics

Monthly Flow Statistics Parameters [N Georgia low flow 2017 5001]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	1.67	576
PRECPRIS00	Mean Annual Precip PRISM 1971 2000	55.8	inches	47.6	81.6
RRMEAN	Relief Ratio Mean	0.293	dimensionless	0.146	0.607

Monthly Flow Statistics Disclaimers [N Georgia low flow 2017 5001]

One or more of the parameters is outside the suggested range. Estimates were extrapolated with unknown errors.

Monthly Flow Statistics Flow Report [N Georgia low flow 2017 5001]

Statistic	Value	Unit
Jan 7 Day 10 Year Low Flow	0.717	ft^3/s
Feb 7 Day 10 Year Low Flow	0.912	ft^3/s
Mar 7 Day 10 Year Low Flow	1.07	ft^3/s
Apr 7 Day 10 Year Low Flow	0.98	ft^3/s
May 7 Day 10 Year Low Flow	0.719	ft^3/s
Jun 7 Day 10 Year Low Flow	0.494	ft^3/s
Jul 7 Day 10 Year Low Flow	0.3	ft^3/s
Aug 7 Day 10 Year Low Flow	0.183	ft^3/s
Sep 7 Day 10 Year Low Flow	0.149	ft^3/s
Oct 7 Day 10 Year Low Flow	0.205	ft^3/s
Nov 7 Day 10 Year Low Flow	0.531	ft^3/s
Dec 7 Day 10 Year Low Flow	0.575	ft^3/s

Monthly Flow Statistics Citations

Gotvald, A.J.,2017, Methods for estimating selected low-flow frequency statistics and mean annual flow for ungaged locations on streams in North Georgia: U.S. Geological Survey Scientific Investigations Report 2017–5001, 25 p. (<https://doi.org/10.3133/sir20175001>)

➤ Urban Peak-Flow Statistics

Urban Peak-Flow Statistics Parameters [Region 1 Urban under 3 sqmi 2014 5030]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.1	3
LC06IMP	Percent Impervious NLCD2006	8.16	percent	0	47.9

Urban Peak-Flow Statistics Flow Report [Region 1 Urban under 3 sqmi 2014 5030]

PII: Prediction Interval-Lower, Plu: Prediction Interval-Upper, ASEp: Average Standard Error of Prediction, SE: Standard Error (other -- see report)

Statistic	Value	Unit	PII	Plu	ASEp
Urban 50-percent AEP flood	267	ft^3/s	145	493	31.9
Urban 20-Percent AEP flood	438	ft^3/s	267	719	25.4
Urban 10-percent AEP flood	569	ft^3/s	354	915	25
Urban 4-percent AEP flood	747	ft^3/s	444	1260	27
Urban 2-percent AEP flood	889	ft^3/s	507	1560	29.3
Urban 1-percent AEP flood	1040	ft^3/s	560	1930	32.1
Urban 0.5-percent AEP flood	1200	ft^3/s	614	2350	35.1
Urban 0.2-percent AEP flood	1380	ft^3/s	673	2830	37.5

Urban Peak-Flow Statistics Citations

Feaster, T.D., Gotvald, A.J., and Weaver, J.C.,2014, Methods for estimating the magnitude and frequency of floods for urban and small, rural streams in Georgia, South Carolina, and North Carolina, 2011 (ver. 1.1, March 2014): U.S. Geological Survey Scientific Investigations Report 2014–5030, 104 p. (<http://pubs.usgs.gov/sir/2014/5030/>)

➤ Bankfull Statistics

Bankfull Statistics Parameters [Appalachian Highlands D Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.07722	940.1535

Bankfull Statistics Parameters [Valley and Ridge P Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.100386	395.999604

Bankfull Statistics Parameters [USA Bieger 2015]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.07722	59927.7393

Bankfull Statistics Flow Report [Appalachian Highlands D Bieger 2015]

Statistic	Value	Unit
Bieger_D_channel_width	17.5	ft
Bieger_D_channel_depth	1.24	ft
Bieger_D_channel_cross_sectional_area	22	ft^2

Bankfull Statistics Flow Report [Valley and Ridge P Bieger 2015]

Statistic	Value	Unit
Bieger_P_channel_width	15.8	ft

Statistic	Value	Unit
Bieger_P_channel_depth	1.1	ft
Bieger_P_channel_cross_sectional_area	18.4	ft^2
Bankfull Statistics Flow Report [USA Bieger 2015]		
Statistic	Value	Unit
Bieger_USA_channel_width	14	ft
Bieger_USA_channel_depth	1.3	ft
Bieger_USA_channel_cross_sectional_area	20.6	ft^2
Bankfull Statistics Flow Report [Area-Averaged]		
Statistic	Value	Unit
Bieger_D_channel_width	17.5	ft
Bieger_D_channel_depth	1.24	ft
Bieger_D_channel_cross_sectional_area	22	ft^2
Bieger_P_channel_width	15.8	ft
Bieger_P_channel_depth	1.1	ft
Bieger_P_channel_cross_sectional_area	18.4	ft^2
Bieger_USA_channel_width	14	ft
Bieger_USA_channel_depth	1.3	ft
Bieger_USA_channel_cross_sectional_area	20.6	ft^2
Bankfull Statistics Citations		
Bieger, Katrin; Rathjens, Hendrik; Allen, Peter M.; and Arnold, Jeffrey G.,2015, Development and Evaluation of Bankfull Hydraulic Geometry Relationships for the Physiographic Regions of the United States, Publications from USDA-ARS / UNL Faculty, 17p. (https://digitalcommons.unl.edu/usdaarsfacpub/1515? utm_source=digitalcommons.unl.edu%2Fusdaarsfacpub%2F1515&utm_medium=PDF&utm_campaign=PDFCoverPages)		

➤ Maximum Probable Flood Statistics

Maximum Probable Flood Statistics Parameters [Southeast US MPF abv FallLine small 2023 5006]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.08	30

Maximum Probable Flood Statistics Parameters [Crippen Bue Region 5]

Parameter Code	Parameter Name	Value	Units	Min Limit	Max Limit
DRNAREA	Drainage Area	1.41	square miles	0.1	10000

Maximum Probable Flood Statistics Flow Report [Southeast US MPF abv FallLine small 2023 5006]

Statistic	Value	Unit
Maximum Flood Southeastern US	3180	ft^3/s

Maximum Probable Flood Statistics Flow Report [Crippen Bue Region 5]

Statistic	Value	Unit
Maximum Flood Crippen Bue Regional	13700	ft^3/s

Maximum Probable Flood Statistics Flow Report [Area-Averaged]

Statistic	Value	Unit
Maximum Flood Southeastern US	3180	ft^3/s
Maximum Flood Crippen Bue Regional	13700	ft^3/s

Maximum Probable Flood Statistics Citations

Crippen, J.R. and Bue, Conrad D.1977, Maximum Floodflows in the Conterminous United States, Geological Survey Water-Supply Paper 1887, 52p. (<https://pubs.usgs.gov/wsp/1887/report.pdf>)
Feaster, T.D., Gotvald, A.J., Musser, J.W., Weaver, J.C, Kolb, K.R., Veilleux, A.G., and Wagner, D.M.2023, Magnitude and frequency of floods for rural streams in Georgia, South Carolina, and North Carolina, 2017—Results: U.S. Geological Survey Scientific Investigations Report 2023-5006, 75 p. (<https://pubs.er.usgs.gov/publication/sir20235006>)

USGS Data Disclaimer: Unless otherwise stated, all data, metadata and related materials are considered to satisfy the quality standards relative to the purpose for which the data were collected. Although these data and associated metadata have been reviewed for accuracy and completeness and approved for release by the U.S. Geological Survey (USGS), no warranty expressed or implied is made regarding the display or utility of the data for other purposes, nor on all computer systems, nor shall the act of distribution constitute any such warranty.

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Application Version: 4.16.1
StreamStats Services Version: 1.2.22
NSS Services Version: 2.2.1

CONTRACT ADDENDUM

ADDENDUM NO.: 004

DATE ISSUED: AUGUST 8, 2023

BID DATE: FRIDAY, AUGUST 18, 2023

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addenda No. 4" on page 17 of Request for Proposals Document.

PROCUREMENT CLARIFICATION

1. In an effort of transparency to all interested parties, the Public Works Department is providing notification in this addendum that upon review of Addenda No. 003, the prospective proposer listed as "Puris" on the sign-in sheet from the mandatory pre-RFP meeting has requested to be listed as "Inliner Solutions, LLC" for the purposes of the proposal submission. Upon approval from the City Attorney's office, the City is allowing this request to be permitted. Given this, for the purposes of the proposal submission, please be advised that "Inliner Solutions, LLC" will be permitted to submit a proposal in-lieu of "Puris" as written on the plan holder's list within published Addenda No. 003 dated August, 4th 2023.

T. Jackson Sheppard, E.I.T
Project Manager



CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT
DALTON PROJECT NO. PW-2023-BD-160**

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: _____

_____ (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*):

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT
DALTON PROJECT NO. PW-2023-BD-160**

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: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 16 day of October, 2023,
by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Proshot Concrete, Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Florence, County of Lauderdale, and State of Alabama
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:

**SERETEAN PLANT CONCRETE PIPE LINING PROJECT
DALTON PROJECT NO. PW-2023-BD-160**

hereinafter called the "Project", for the sum of NINE-HUNDRED-EIGHTYSIX-
THOUSAND-FOUR-HUNDRED-AND-SEVENTY Dollars (\$986,470.00) 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 speci-
fications and contract documents therefore as prepared by the Owner and as enumerated
in 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 within 18 weeks of receiving "Notice to Proceed". The "Notice to Proceed" date is
tentatively set for August 30, 2023. 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:

Proshot Concrete, Inc.

Connie Dill
Secretary Connie Dill

By: Anthony M. Douge SEAL

Donnie Barnes
Witness Donnie Barnes,
Controller

Anthony McDouge, President
Title

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

Give proper title of each person executing contract.

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 Request for Proposals; Instructions to Proposers; Request for Proposals Packet; 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 provided by the City are intended to conform and agree with the Specifications proposed by Contractor; 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.

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. It is further understood that in providing materials, labor, tools, equipment, water, light, power, superintendence, or any other expense associated with the Contract the Contractor may not take advantage of the City's tax exempt status.
- 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.
- 0310.03 Contractor shall be required to submit a construction schedule, for all stages of the project through completion to the Owner prior to beginning construction services specified within awarded contract.

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 0323. 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 0323.04.2.1*).

0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0323.04 and 0323.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0323.4 and 0323.05*).

- 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 0323.03.

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 0323.02.1 - 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 0323.04.

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 0323.02.1 and 0323.02.2, the Contractor's Fee shall be fifteen percent.

0323.04.2.2 for costs incurred under paragraph 0323.02.3, 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 0323.02.4, 0323.02.5, and 0323.03;

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 0323.04.2.1 through 0323.04.2.4, inclusive.

0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. 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 0324. 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 0324 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 purpose for which they are used. Should they fail to 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 0323 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 0322 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 The amount of Retainage Schedule shall be as follows:

- 0331.01.1 • Five (5%) percent of each progress payment shall be withheld as retainage for the life of the project, including change orders and other authorized additions provided in the Contract is due;
- 0331.01.2 • When the Work is substantially complete (operational or beneficial occupancy) and City determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) days. If there are any remaining incomplete minor items, an amount equal to two hundred (200%) percent of the value of each item, as determined by City, shall be withheld until such items are completed.
- 0331.01.3 • This Contract is governed by O.C.G.A. § 13-10-1 et seq., which requires that the Contractor, within ten (10) days of receipt of retainage from City, pass through payments to Subcontractors and reduce each Subcontractor's retainage accordingly. The Code provision also requires Subcontractors to pass through payments to Lower Tier Subcontractors and reduce each lower tier contractor's retainage. Therefore, City, in its discretion, may require the Contractor to submit satisfactory evidence that all payrolls, material bills, or other indebtedness connected with the Work have been paid before making any payment.
- 0331.01.4 • Within sixty (60) days after the Work is fully completed and accepted by City, the balance due hereunder shall be paid; provided, however, that final payment shall not be made until said Contractor shall have completed all work necessary and reasonably incidental to the Contract, including final cleanup and restoration. All claims by the Contractor for breach of contract, violation of state or federal law or for compensation such claims shall be forever barred. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to City.

- 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, if applicable, 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 334.1.1. 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
-------	-----------

Federal	Statutory
---------	-----------

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 (*Any One Fire*): \$50,000

Medical Expense (*Any One Person*): \$5,000

Personal and Adv Injury, With Employment
Exclusion Deleted: \$1,000,000

General Aggregate (*Per Project*): \$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

- 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.

The surety company issuing the above required Construction Performance Bond must have an A.M. Best Rating of A-6 or higher. The surety 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.

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 by 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 SERETEAN PLANT CONCRETE PIPE LINING 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 CONTAINED WITHIN ALL REQUEST FOR PROPOSAL DOCUMENTS, 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. BY EXECUTION OF THIS CONTRACT, THE AWARDED CONTRACTOR HAS VERIFIED THAT ALL DETAILS PROVIDED BY THE CITY OF DALTON THROUGHOUT THE PROCUREMENT PROCESS UTILIZED FOR BIDDING PURPOSES ARE DEEMED TO BE ACCURATE, AND COMPLETE FOR MEANS OF SUBMITTING A PROPOSAL BID.
2. ALL WORK ASSOCIATED WITH THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH ALL SERVICES PROPOSED WITHIN SEALED PROPOSAL SUBMISSION REFERRED BELOW **AS EXHIBIT A.**
3. 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.
4. CONTRACTOR SHALL BE REQUIRED TO OBTAIN WRITTEN APPROVAL BY THE CITY OF DALTON PUBLIC WORKS DEPARTMENT PRIOR TO USE OF ANY LOCATIONS DESIGNATED AS MATERIAL STAGING AREAS SHOWN **ON PAGE 15 OF RFP PACKET.**
5. ALL TRAFFIC CONTROL ELEMENTS 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. PASSAGE FOR ALL VEHICULAR TRAFFIC TRAVERSING THROUGH THE PROJECT LIMITS MUST BE MAINTAINED AT ALL TIMES THROUGH THE LIFE OF THE PROJECT.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING WITH DALTON UTILITIES TO OBTAIN HYDRANT METER RENTALS THROUGHOUT THE LIFE OF THE PROJECT.
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 PERFORMED BETWEEN THE HOURS OF 6:00 PM AND 7:00 AM ON MONDAY THROUGH SATURDAY.

WORK MAY BE PERMITTED OUTSIDE OF THE PROVIDED DATE AND TIME WINDOWS UPON WRITTEN REQUEST BY CONTRACTOR AND WRITTEN APPROVAL BY CITY. ALL REQUESTS PERTAINING TO COMPLETING WORK OUTSIDE OF THE PERMITTED WINDOWS MUST BE SUBMITTED IN WRITING TO THE PUBLIC WORKS DEPARTMENT AT LEAST 24 HOURS IN ADVANCE OF REQUESTED DATE AND TIME. DAMAGES FOR FAILURE TO OBSERVE TIME OF WORK RESTRICTIONS SHALL BE ASSESSED TO THE CONTRACTOR AT THE RATE OF \$200 PER HOUR.

9. COORDINATION OF PROJECT WITH PLANT OWNERS – CONTRACTOR SHALL CONTINUOUSLY MAKE A GOOD FAITH EFFORT TO COORDINATE WORK ACTIVITIES WITH DESIGNATED LIASONS OF THE PLANT OWNERS AS REQUESTED THROUGHOUT THE LIFE OF THE PROJECT.
10. CONTRACTOR WILL BE REQUIRED TO CONSULT THE CITY ARBORIST PRIOR TO ANY DISTURBANCE THAT ENCROACHES WITHIN ANY TREE DRIP LINES, OR ANY CONCERNS REGARDING IMPACTS TO TREES AND SHRUBS THROUGHOUT THE COURSE OF CONSTRUCTION.
11. CONTRACTOR SHALL BE REQUIRED TO OBTAIN ALL NECESSARY PERMITS DEEMED NECESSARY TO COMPLETE THE SCOPE OF WORK SPECIFIED WITHIN THE AWARDED PROPOSAL.
12. IF PERMITS ARE REQUIRED TO COMPLETE ANY ELEMENTS OF THE PROJECT, CONTRACTOR SHALL BE REQUIRED TO REPORT THE ISSUANCE, AND TERMINATION OF ALL PERMITS OBTAINED TO COMPLETE ANY PORTION OF THE AWARDED PROPOSAL TO THE CITY OF DALTON PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCING ANY PERMITTED WORK FROM APPLICABLE ENTITIES WITHIN PROJECT LIMITS.
13. WORK SHALL BE PERMITTED UTILIZING THE EXTERIOR ACCESS POINT OF 'CULVERT NO. 6' SHOWN **ON PAGE 13 OF RFP PACKET** GRANTED ALL CONSTRUCTION EFFORTS DO NOT DISRUPT THE PLANT LOADING DOCKS LOCATED ADJACENT TO THIS LOCATION.
14. CONTRACTOR SHALL BE REQUIRED TO REMOVE, AND DISPOSE OF ANY RESIDUAL, OR LEFT-OVER MATERIALS ACCRUED DURING THE DEMOLITION AND CONSTRUCTION PROCESS PROPOSED IN SEALED PROPOSAL SUBMISSION.
15. CONTRACTOR SHALL CONTINUOUSLY MAKE GOOD FAITH EFFORT TO RESTORE ANY AREAS UTILIZED FOR COMPLETION OF THE PROJECT TO THE ORIGINAL CONDITIONS PRIOR TO COMMENCING ANY STAGE OF THE PROJECT.



Seretean Plant Concrete Pipe Lining Project

Repair Plan and Work Synopsis

Repair Procedure: Shotcrete

Proshot Concrete has been involved with pipe lining repairs for culverts, sewers, dams, and bridges using the Shotcrete Process of repair for over 30 years. While there have been numerous new products and design mixes added to the industry over the years, the actual installation processes have remained the same. By using high pressure equipment and hoses, we are able to spray apply many types of cementitious materials onto a vertical, overhead, or horizontal surface. The high-pressure application compacts the material and expels most of the entrained air molecules, leaving a very dense, water resistant and consistent finished cementitious product. This lining can be installed by either the wet or dry shotcrete process.

The 'wet process' is achieved just as the title describes, the cement, sand and stone is mixed to a desired compressive-strength either using a concrete ready-mix truck or on-the-job site rotating concrete pump. The blended mix is discharged into the hopper on the shotcrete pump and forced through the delivery hose using high pressure hydraulic pistons. Once the material reaches the end of the hose, the nozzle allows the operator to add the high-pressure air supply to project the material onto the repair area. Many different designs and volumetric mixes can be premixed and delivered in this manner.

The 'dry mix process' is very similar as it is also based on high-volume, high-pressure delivery air. This material is a mixture of sand, micro-silica, cement, and small graded aggregate and is usually supplied in 50-, 75- or 80-pound premixed and prepackaged bags. Each material has its own mix consistency and compressive strength design, which stays consistent throughout the project. The material bags are broken on the jobsite and added to the hopper of the dry rig where it is filtered and added to the high-pressure air supply. The high-pressure air delivers the dry mix through hoses to the supply nozzle, where the water is then added by using a water vaporizing ring. This enables the material to be projected onto the surface with a minimal water-to-cement ratio, creating a very dense and strong finished product.

Our engineers work hard to create the super strength mixture of flexibility, and overall reliability to both the mixture and the overall design of the repair. Many times, wire reinforcing can be added to the design to create a system very similar to a cast-in-place concrete installation. The addition of wire mesh can create shotcrete liners with a life expectancy of 50-years or more, as well as creating a "good as new" structural application. Even if the existing structure has been deemed "fully deteriorated", connecting the new wire reinforcing to the host pipe using anchors, screws or welded studs can create a monolithic structure which can resist external pressures better than the original design. This also allows for thinner repair layers in the host pipe, limiting the amount of reduction of the carrying capacity, but increasing the hydraulics of the original pipe.

Suggested Repair Materials and Methods

For the pipe repairs at the Sereteen Plant project, Proshot Concrete will use a combination of wet mix shotcrete and dry mix Shotcrete MS with fibers (Quikrete). In addition, 2x2x12/12 gauge galvanized welded wire reinforcing.

Invert Repairs:

In the pipes that have excessive invert damage and no concrete invert, which exists in Pipe Number 1, these pipes will be thoroughly cleaned with all the protruding corroding steel to be removed from the flow line. Proshot will 2x2x12/12 gauged wire mesh at the existing invert level. Shotcrete will be used to fill the voids during the lining process to create a keyed in monolithic liner.

Crown and Full Circumference Repairs:

All of the sections of pipe will be thoroughly cleaned with a 5,000-psi pressure washer. Proshot will use 14ga self-tapping screws to anchor the reinforcing wire mesh at 1 inch from the highs of the corrugations. The anchors will be placed on 12" centers in order to tie the old system to the new liner. A 3-inch thick shotcrete liner will be installed using 'wet shotcrete process'.

Method of Bypass:

Our internal bypass system has many years of on-site performance. Because our certified nozzle men are capable of projecting shotcrete at any location in the pipe, we incorporate an internal pipe bypass, which is secured on the wall above the flow level of the pipe. In the Sereteen Plant bypass system we have calculated that an 8-inch PVC pipe with locking bel and spigot ends will handle the flow. The PVC bypass pipe will be secured on one side of the culvert wall, while the shotcrete is installed on the crown, invert, and opposite wall. The bypass pipe will then be moved to the finished wall, and the shotcrete liner completed. We generally only bypass 200 feet at a time by installing a sandbag cofferdam at each end of the work location for that day. A 4-inch hydraulic pump will be located at the upstream cofferdam and will pump the creek flows through the pipe past the downstream cofferdam. We will move this system as we progress through the pipe.

Engineering evaluation and Suggested Repair:

After visual inspection of the six culverts at the Sereteen plant site, we offer the following comments and design suggestions.

Culvert 1: 862 LNFT x 72"-78" x 122" Corrugated Metal Pipe

This pipe is a 75" rise (Average) x 122" span corrugated elliptical metal pipe running from an open access 800 feet north to a grate covered junction box. The invert of the pipe is in very poor condition, with numerous lengths of the bottom completely gone. There are obvious scour holes at all of the lateral connections to the pipe, which will be filled during the shotcrete lining process. In our professional opinion, even though this pipe is outside of the Seretean Plant building, it is in the worst shape and will need the most extensive repair procedures. A full-circumference structural lining will be required after the invert voids are completely filled with a super strength concrete mix. There is also considerable debris at the exit end of the system, which is being caused by a gradual dip at the far end of the pipe, slowing the water flow and depositing debris. The full circumference lining will also help alleviate the slow water movement (manning's coefficient) and; therefore, reduce the debris build-up.

Solution: Full Circumference Repair

- A. Remove approximately 20 CY of debris.
- B. Repair the invert by removing the corroded invert steel and pumping a new concrete bottom.
- C. Installation of galvanized welded wire fabric using #14 self-drilling self-tapping screws.
- D. Installation of a full circumference 3-Inch-thick high-strength shotcrete liner.

Culvert 2: 75 LF x 60"-72" x 122" Corrugated Metal Pipe

This section of pipe is very similar in size to the other sections; however, it has been repaired using a concrete paved invert. The invert has been installed up the sides of the pipe past the normal flow line and seems to be enhancing the stability of the crown and also creating good flow with minimal debris deposits. It looks as if two bypass pipes have been installed in the invert to help with water bypass if necessary. Note, the finish of the invert could have been a little smoother.

Solution: Crown Repair

- A. Installation of welded wire fabric to the crown of the pipe using #14 self-drilling self-tapping screws.
- B. Tie the new reinforcing wire into the rise of the old invert paving with concrete dowels.
- C. Installation of a half circumference 3-inch-thick shotcrete liner.

Culvert 3: 611 LF of 60"-72" x 122" Corrugated Metal Pipe

The third section of the pipe is consistent with the previous sections that have been repaired with a concrete paved invert. The invert repair rises well above the normal flowline and seems to be stabilizing the crown as designed.

Solution: Crown Repair

- A. Installation of welded wire fabric to the crown of the pipe using #14 self-drilling self-tapping screws.
- B. Tie the new reinforcing wire into the rise of the old invert paving with concrete dowels.
- C. Installation of a half circumference 3-inch-thick shotcrete liner.

Culvert 4: 120 LF of 140" Diameter Corrugated Metal Pipe

It appears that this section of the system has been replaced with a new round corrugated metal pipe. No invert repair was included in the dig and replace section. There is no obvious distortion in the new pipe and the flow seems to be good in this section.

Solution: Full Circumference Repair

- A. Install 2x2x12/12-gauge welded wire fabric to the interior of the pipe at 1 inch above the corrugation highs using #14 self-drilling self-tapping screws.
- B. Install full circumference 3-inch-thick shotcrete liner to the pipe.

Culvert 5: 580 LNFT of 72" x 122"-128" Corrugated Metal Pipe

The fifth section of pipe is consistent with the previous sections, which have been repaired with a concrete paved invert. The invert repair rises well above the normal flowline and seems to be stabilizing the crown as designed.

Solution: Crown Repair

- A. Installation of welded wire fabric to the crown of the pipe using #14 self-drilling self-tapping screws.
- B. Tie the new reinforcing wire into the rise of the old invert paving with concrete dowels.
- C. Installation of a half circumference 3-inch-thick shotcrete liner.

Culvert 6: 140 LF of 42" diameter corrugated metal pipe.

This lateral drain is in fair condition and seems to be operating as designed. Some of the joints are showing signs of infiltration.

Solution: Full Circumference Liner

- A. This system would require a full circumference 2-inch-thick liner using Quikrete's -Shotcrete MS with Fibers and applied via the dry shotcrete process.

Our pricing is based on years of experience with a variety of pipe circumstances, from new pipes to completely collapsed pipes. Our proposal is based on what we believe to be the best solution for the Seretean Plan culvert system. However, if the City or Plant would rather have the full circumference repair in the three sections of pipe that already have an invert repair, we have added an option to the base bid. If this option is selected, then the entire pipe will receive the 3-inch shotcrete liner.



Warranty Statement

Proshot's work always includes a standard one-year manufacturer's and workmanship's warranty; however, we will gladly provide a 5-year warranty on all materials and workmanship at no charge

The warranty includes the cost of all equipment, materials, and labor to complete the necessary tasks to amend the issue. For this project we will gladly extend the warranty to 5 years.

For an extended warranty up to 10yrs, the cost is 15% of the total project. For an extended warranty up to 25yrs, the cost is 30% of the total project.

P.O. BOX 1636 • 4158 MUSGROVE DRIVE • FLORENCE, ALABAMA 35631-1636
TELEPHONE: (256) 764 - 5941 • TOLL FREE: (800) 631 - 3141 • FAX: (256) 764 - 5946
WWW.PROSHOTCONCRETE.COM

WE ARE AN EQUAL OPPORTUNITY EMPLOYER



**Seretean Plant Pipe Concrete Pipe Lining Project
Dalton Project No. PW-BD160-2023**

Proshot Concrete, Inc has been in business since July 2006 specializing in shotcrete concrete repairs. We currently have yearly maintenance contracts with DeKalb County, GA, Rockdale County, GA, Florida DOT, Alabama DOT, Ohio DOT as well as numerous counties in Maryland for conducting pipe lining repairs using the shotcrete method.

Proshot Concrete, Inc implements detailed safety measures by following OSHA guidelines as well as safety requirements required by owners at all our work locations(See **Appendix K** for details). We have personnel with over 30 years of experience in our restoration process (See **Appendix H** for details).

Shotcrete has a 50-year service life. The material properties of shotcrete are shown on the data sheets supplied in **Appendix E** and Design Calculations are included in **Appendix D**.

Listed below are the advantages of Shotcrete Culvert Rehabilitation

- The smooth interior of the shotcrete lining improves flow by reducing the roughness of (Manning's) coefficient.
- No excavating or trenching
- No major disruption to traffic, business, etc.
- Repair without interfering with existing utilities
- Extremely cost efficient
- Can be used in any shape-circular, oval, arch, square, symmetrical, or asymmetrical
- Wide range of existing pipe types and diameters are possible to repair
- Environmentally friendly

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WE ARE AN EQUAL OPPORTUNITY EMPLOYER

(Culvert 1) 72"-78" x 122" x 862 LF		
TASKS		WORKING DAYS
Cleaning and pipe preparation		3
Wire Installation		5
Shotcrete installation of pipe liner		20
Site Clean up		2
Total Days Culvert 1		30
(Culvert 2) 60"-72" x 122" x 75 LF		
TASKS		WORKING DAYS
Cleaning and pipe preparation		1
Wire Installation		1
Shotcrete installation of pipe liner		2
Site Clean up		1
Total Days Culvert 2		5
(Culvert 3) 60"-72" x 122" x 611 LF		
TASKS		WORKING DAYS
Cleaning and pipe preparation		2
Wire Installation		3
Shotcrete installation of pipe liner		10
Site Clean up		1
Total Days Culvert 3		16
(Culvert 4) 140" diameter x 120 LF		
TASKS		WORKING DAYS
Cleaning and pipe preparation		2
Wire Installation		2
Shotcrete installation of pipe liner		3
Site Clean up		1
Total Days Culvert 4		8

(Culvert 5) 72" x 122"-128" x 580 LF				
TASKS		WORKING DAYS		
Cleaning and pipe preparation		1		
Wire Installation		3		
Shotcrete installation of pipe liner		10		
Site Clean up		1		
Total Days Culvert 5		15		
(Culvert 6) 42" Diameter x 140 LF				
TASKS		WORKING DAYS		
Cleaning and pipe preparation		1		
Wire Installation		2		
Shotcrete installation of pipe liner		5		
Site Clean up		1		
Total Days Culvert 6		9		
Total working days all culverts		83		



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC301715

Proshot Concrete Incorporated

James Blankenship
4158 Musgrove Drive
Florence AL 35630

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 09/15/2006

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Proshot Concrete Incorporated
4158 Musgrove Drive
Florence AL 35630



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
License No. UC301715

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4158 Musgrove Drive
Florence AL 35630

Utility Contractor

EXP DATE - 04/30/2025 Status: Active
Issue Date: 09/15/2006



**STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
MAINTENANCE MASTER SERVICES AGREEMENT**

**RFQC# 48400-410-RoutineMaintenance
DRAINAGE REHABILITATION, REPAIR, REPLACEMENT, & MISCELLANEOUS MAINTENANCE**

AGREEMENT ID: 48400-410-0000043083-122

SECTION I GENERAL PROVISIONS:

ARTICLE #101 AGREEMENT BETWEEN:

This Maintenance Master Services Agreement (hereinafter referred to as "Agreement") is made and entered into as of _____ (hereinafter referred to as "Effective Date") by and between the **Georgia Department of Transportation**, an agency of the State of Georgia, (hereinafter referred to as "GDOT" or the "Department") located at One Georgia Center, 600 West Peachtree Street, Northwest, Atlanta, Georgia 30308;

AND

**Proshot Concrete, Inc.
4158 Musgrove Drive
Florence, AL 35630**

an entity that is qualified to do business in the State of Georgia (hereinafter referred to as the "Contractor") (The Department and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

Nothing contained in this Agreement shall be construed to convert the Contractor or any of its employees, agents, sub-contractors, or sub-subcontractors into a partner, employee, or agent of the Department. Nor shall either party to this Agreement have any authority to bind the other in any respect.

WHEREAS, the Department desired to secure a qualified maintenance contractor to provide necessary services; and

WHEREAS, the Department has conducted a prequalification process to identify qualified maintenance contractors, whereby the Contractor has been identified as a Qualified Maintenance Contractor for **Drainage Rehabilitation, Repair, Replacement, & Miscellaneous Maintenance Services** (hereinafter referred to as Maintenance Services); and

WHEREAS, the Contractor represents that it complies with the State of Georgia requirements for corporations, if applicable, and has signified a willingness to furnish Maintenance Services to the Department and the Department has relied on such representation; and

WHEREAS, the Parties hereto desire to enter into an Agreement which sets forth the nature of the Services the Contractor is qualified to provide and terms and conditions associated therewith.

NOW, THEREFORE, THE PARTIES HERETO, in consideration of the mutual promises made as hereinafter expressed and contained, or attached and incorporated and made a part hereof, and of the benefits to flow from one to the other, do hereby agree each with the other as follows:

ARTICLE #102 TERM OF AGREEMENT:

This Agreement is effective as of the date written in **ARTICLE #101** above and shall terminate five (5) years from the date written therein, unless terminated earlier under **ARTICLE #115 TERMINATION** of this Agreement. The



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

March 1, 2023

CERTIFICATE OF QUALIFICATION
Vendor ID: 2PR670

Proshot Concrete, Inc
4158 Musgrove Drive
Florence, AL 35631

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

MAXIMUM CAPACITY RATING: \$72,600,000.00

CERTIFICATE EXPIRES: February 28, 2025

PRIMARY WORK CLASS/CODE: 500

SECONDARY WORK CLASS(ES)/CODE(S): 441, 511, 550, 660 and 668

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.

Marc Mastronardi, P.E.

Chairman, Prequalification Committee/Contractors

Digitally signed by Marc Mastronardi, P.E.
DN: c=US, e=mmastronardi@dot.ga.gov,
o=Georgia Department of Transportation,
ou=Division of Construction - Director, CN="Marc
Mastronardi, P.E."
Date: 2023.03.15 09:10:54-0400

MM:TKA