

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

**For
PROJECT:**

**BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD**

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

ADVERTISEMENT FOR BID

**BROOKWOOD DRIVE FLOOD MITIGATION & STORMWATER
IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD**

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

TUESDAY, APRIL 6, 2021 AT 2:00 PM

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

**BROOKWOOD DRIVE FLOOD MITIGATION & STORMWATER
IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD**

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

Bids received after the designated time will not be considered.

The principal items of construction include:

The site is +/- 0.45 acres and is a residential lot owned by the City of Dalton at 915 Brookwood Drive. The existing structure on the site will be demolished by the Owner prior to the start of work. The Contractor will be responsible for the excavation of a pond to provide additional flood storage for the backwater of Tar Creek. Approximately 0.51 acres will be disturbed during construction. The work shall be done as directed by the plans developed by Richards & Associates Engineering, Inc. (RAE). All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications.

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

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

One Contract shall be awarded covering all work, and the contract completion date for this project is August 15, 2021. Bidders must agree to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter. Due consideration will be given to delivery of materials in specifying starting date.

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

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

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

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

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

CITY OF DALTON, GEORGIA

BY _____

Megan Elliott
Project Engineer

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FEBRUARY 26, 2021

SECTION 0100 – INFORMATION FOR BIDDERS

0101 RECEIPT AND OPENING OF BIDS

The CITY OF DALTON, GEORGIA (*hereinafter called the Owner*), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the CITY OF DALTON FINANCE DEPARTMENT 300 W. WAUGH STREET, DALTON, GEORGIA 30722 until APRIL 6, 2021 AT 2:00 PM and then at said office publicly opened and read aloud. The envelope containing the bids must be sealed and designated as the bid for the construction of the project entitled:

BROOKWOOD DRIVE FLOOD MITIGATION & STORMWATER IMPROVEMENTS PROJECT DALTON PROJECT NO. PW-2021-BROOKWOOD

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

0102 PREPARATION OF BID

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

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

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

0103 ELECTRONIC MAIL MODIFICATION

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

0104 QUALIFICATIONS OF BIDDERS

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

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

0105 BID SECURITY

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

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

0106 LIQUIDATED DAMAGES AND FAILURE TO ENTER INTO CONTRACT

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

0107 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by August 15, 2021. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter.

0108 CONDITION OF WORK

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

0109 ADDENDA AND INTERPRETATIONS

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

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

0110 SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of his contract and for the payment of all persons performing labor on the project under this contract, and furnishing materials in connection with his contract, as specified in the General Conditions included herein. Surety companies executing Bonds must appear on the Treasury Department's most current list (*Circular 570 as amended*) and be authorized to transact business in the state where the project is located.

0111 POWER OF ATTORNEY

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

0112 NOTICE OF SPECIAL CONDITIONS

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

0113 LAWS AND REGULATIONS

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

0114 METHOD OF AWARD

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

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

0114.06 Financial history, credit rating and current resources.

0115 OBLIGATION OF BIDDER

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

0116 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0117 CLAIMS

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

0118 ORDER OF WORK

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

0119 SUBCONTRACTS

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

0120 TIMELY EXECUTION

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

.....END OF SECTION

SECTION 0200 – BID PROPOSAL

BID BOND
(Five Percent of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

Integrated Sitework, LLC _____

of the City of Calhoun State of GA and County of Gordon

as Principal and The Gray Casualty & Surety Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as

Owner in the penal sum of TWELVE THOUSAND Four HUNDRED THIRTY NINE & 50/100

Dollars (\$ 12,439.50) for the payment of which, well and truly to be made,

we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this 6th day of April, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to
the CITY OF DALTON, GEORGIA a certain bid attached hereto and hereby made a part
hereof to enter into a contract in writing for the construction of the project entitled:

BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (*properly completed in accordance with
said bid*) and shall furnish a bond for his faithful performance of

BID BOND
(Continued)

said contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Witness As To Principal

Integrated Sitework, LLC
Principal

By 





Witness As To Surety
Sandra Lawrence

The Gray Casualty & Surety Company
Surety
2800 Century Pkwy, NE .Ste 300
Atlanta, GA 30345

Address

By  SEAL
Attorney-in-Fact
Kevin M. Neidert



THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Integrated Sitework, LLC

Project: Brookwood Drive Flood Mitigation & Stormwater Project - Dalton, GA

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Kevin M. Neider, Gary Spuller, Daniel Yates, Marie M. Hartley, Betsy J. Holmes, Dana Rutledge, Brian K. Hughes, and Tina Marsh of Atlanta, Georgia jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

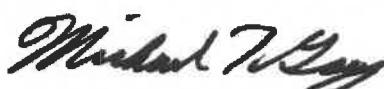
“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:


Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

State of Louisiana

ss:

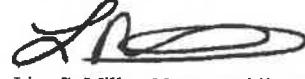
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.




Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company




Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this 6th day of April, 2021.




Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

BID PROPOSAL

Place CARTOUCHE, GA
Date 04/06/21

Proposal of INTEGRATED SITWORK, LLC (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of CARTOUCHE State of GEORGIA and County of GORDON, * an individual, a corporation, or a partnership doing business as INTEGRATED SITWORK, LLC

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

Gentlemen:

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

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by August 15, 2021. Bidder further agrees to pay as liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions under "Time of Completion and Liquidated Damages."

Bidder acknowledges receipt of the following addenda:

ADDENDUM #1 - 4/01/21

*Strike out inapplicable terms

BID PROPOSAL
(Continued)

Amount shall be shown in figures.

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

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

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

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

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

Attached hereto is a bid bond or certified check on the CITY CASUALTY & SURETY CO. of METARIE, LA in the amount of 5% OF TOTAL BID according to conditions under "Information for Bidders" and the provisions therein.

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

BRANDON BENNETT

108 KING EDWARD CT

CARTERSVILLE, GA 30701

BID PROPOSAL
(Continued)

Dated at:

CARTOUCHE, GA

The 6th day of APRIL, 2021

INTEGRATED SITEWORK, LLC
Principal

By Mark Smith



0200-5



**Revised Bid Form - Addendum 001 for PW-2021-BROOKWOOD
BROOKWOOD DRIVE FLOOD MITIGATION & STORMWATER IMPROVEMENTS PROJECT**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
GRADING & ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL	LS	1	18,695.00	18,695.00
210-0100	GRADING COMPLETE	LS	1	80,005.00	80,005.00
402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1 INCL BITUM MATT & H LIME	TN	35	384.50	13,457.50
500-9999	CLASS B CONCRETE	CY	65	207.50	13,487.50
441-0016	DRIVEWAY CONC., 6" THICK	SY	9	119.40	1,074.60
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	100	54.15	5,415.00
				SUB TOTAL	132,134.60
DRAINAGE ITEMS					
207-0203	FOUND BKFFILL MATT, TYPE 2 BACKFILL MATERIAL (WASHED 57s)	CY	200	53.75	10,750.00
550-1150	15" RCP	LF	330	55.75	18,397.50
550-1180	18" RCP	LF	517	50.45	26,082.65
500-3107	CLASS A CONCRETE	CY	4	625.00	2,500.00
600-0001	FLOWABLE FILL	CY	8	515.00	4,120.00
668-1100	CATCH BASIN, GRP 1	EA	3	1,845.00	5,535.00
668-2100	DROP INLET	EA	1	1,760.00	1,760.00
668-4300	STORM SEWER MANHOLE, TP 1	EA	6	3,380.00	20,280.00
				SUB TOTAL	89,425.15
TEMPORARY EROSION CONTROL ITEMS					
163-0524	FILTER RING	EA	1	850.00	850.00
163-0539	CONSTRUCT AND REMOVE - SLOTTED BOARD DAM W/ STONE	EA	1	1,140.00	1,140.00
163-0550	INLET SEDIMENT PROTECTION	EA	7	250.00	1,750.00
Non- Standard	CONCRETE WASHOUT	EA	1	850.00	850.00
				SUB TOTAL	4,590.00
PERMANENT EROSION CONTROL ITEMS					
603-2012	RIP RAP PAD OUTLET PROTECTION	TN	13	62.00	806.00
700-6001	GRASSING COMPLETE	SF	22650	0.06	1,359.00
				SUB TOTAL	2,165.00
FENCING ITEMS					
643-1452	6' BLACK VINYL COATED CHAINLINK FENCE	LF	568	34.05	19,340.40
643-8030	12' DOUBLE SWING GATE, BLACK VINYL COATED W/ LOCK	EA	1	1,135.00	1,135.00
				SUB TOTAL	20,475.40
Company Name: <u>INTEGRATED SITEWORK, LLC</u>					
Authorized Bid Rep. Signature: <u>Timmy Bennett</u>					
Authorized Bid Rep. Title: <u>OWNER</u>					
TOTAL <u>248,790.15</u>					

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

Integrated Sitework, LLC

1015 Curtis Parkway

Calhoun, GA 30701

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD**

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.

BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD

CONTRACTOR AS PRINCIPAL

Company: Integrated Sitework, LLC.

_____ *(Corp. Seal)*

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ *(Corp. Seal)*

Signature: _____

Name and Title: _____



CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

Integrated Sitework, LLC

1015 Curtis Parkway

Calhoun, GA 30701

OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description (*Name and location*):

**BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD**

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.

BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD

CONTRACTOR AS PRINCIPAL

Company: Integrated Sitework, LLC.

_____ *(Corp. Seal)*

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ *(Corp. Seal)*

Signature: _____

Name and Title: _____



CONTRACT

THIS AGREEMENT made this the 3 day of May, 2021, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Integrated Sitework, LLC.

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

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

**BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD**

hereinafter called the "Project", for the sum of \$248,790.15
Dollars (Two Hundred Forty Eight Thousand Seven Hundred Ninety Dollars and
Fifteen Cents) and all extra work in connection therewith, under the terms as stated
in the Contract Documents, and at his (*its or their*) own proper cost and expense to
furnish all materials, supplies, machinery, equipment, tools, superintendence, labor,
insurance and other accessories and services necessary to complete the said project in
accordance with the conditions and prices stated in the proposal, the General
Conditions of the Contract, the specifications and contract documents therefore as
prepared by the Owner and as enumerated in Paragraph 2 of the General Conditions,
all of which are made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a
date to be specified in a written "Notice to Proceed" of the Owner and to fully
complete the project by August 15, 2021. The Contractor further agrees to pay as
liquidated damages the sum of \$300.00 for each consecutive calendar day thereafter as
hereinafter provided in the General Conditions under "Time of Completion and
Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ *SEAL*

Witness

Title

ATTEST:

Integrated Sitework, LLC.

Secretary

By: _____ *SEAL*

Witness

Title

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

Give proper title of each person executing contract.

BROOKWOOD DRIVE FLOOD MITIGATION &
STORMWATER IMPROVEMENTS PROJECT
DALTON PROJECT NO. PW-2021-BROOKWOOD

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

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

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

1190608

EEV/Basic Pilot Program* User Identification Number

Brian Bennett
BY: Authorized Officer or Agent
(Contractor Name)

04/06/21

Date

OWNER
Title of Authorized Officer or Agent of Contractor

Brianne BENNETT
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
6th DAY OF April, 20 21

Jeremy Ritch
Notary Public

My Commission Expires:
06/01/2024



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

0200-18



SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

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

0303 CORRELATION AND INTENT OF DOCUMENTS

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

- 0303.01 The intent of the documents is to describe all construction entailed in this project. The contractor will furnish all labor and materials, equipment, transportation, tools and appurtenances such as may be reasonably required under the terms of the contract to make each part of the work complete.
- 0303.02 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the Owner will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of construction and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

0304 MATERIALS, SERVICES AND FACILITIES

- 0304.01 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- 0304.02 Any work necessary to be performed by the Contractor to complete the project on time after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

0305 CONTRACTOR'S TITLE TO MATERIALS

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

0306 MATERIALS FURNISHED BY THE CONTRACTOR

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

0307 INSPECTION AND TESTING OF MATERIALS

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

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

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

0310 CONTRACTOR'S OBLIGATIONS

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

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

0311 CONTRACTOR'S RESPONSIBILITY

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

0312 WEATHER CONDITIONS

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

0313 SAFETY PROVISIONS

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

0314 SANITARY PROVISIONS

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

0315 PUBLIC CONVENIENCE AND SAFETY

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

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

representative.

- 0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
- 0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
- 0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0327 of the General Conditions.

0317 INSPECTION

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

0318 REPORTS, RECORDS AND DATA

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

0319 SUPERINTENDENCE BY CONTRACTOR

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

0320 COMPETENT LABOR

- 0320.01 The Contractor shall employ only competent and skilled workers on the project. The Contractor shall have a competent superintendent or foreman present at all times when the work is in progress and with authority to receive orders and execute the work.
- 0320.02 The Contractor shall, upon demand from the Owner, immediately remove

any superintendent, foreman or worker whom the Owner may consider incompetent or undesirable.

0321 CONSTRUCTION EQUIPMENT

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

0322 CHANGES IN THE WORK

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

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

0323 CHANGE IN CONTRACT PRICE

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

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

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

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

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

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

the extent authorized by Owner.

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

0323.02.5.6 Losses, damages and expenses, not compensated by insurance or otherwise, sustained by Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee.

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

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

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

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

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

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

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

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

0323.03.5 Other overhead or general expense costs of any kind and the costs of

any item not specifically and expressly included in Paragraph 0327.04.

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

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

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

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

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

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

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

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

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

0324 CHANGE OF THE CONTRACT TIME

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

0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0327.01. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

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

0325 CORRECTION OF WORK

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the review of the Owner who shall be the final judge of the quality and suitability of the work, material, processes of manufacture and methods of construction for the purposes 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 0326 of the General Conditions.

0328 CLAIMS FOR EXTRA WORK

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

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

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

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

0331 PAYMENTS TO CONTRACTORS

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

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

0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.

0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

0331.06 If at any time the Owner shall determine that the amount of work completed at that time is lagging behind the expired contract time by more than 20 percent, the Owner may determine that the Contractor is not faithfully performing on the contract and therefore the Owner may elect to withhold all monies and refrain from making any additional payments to the Contractor until such time as the Owner determines the work to be progressing satisfactorily.

0332 ACCEPTANCE AND FINAL PAYMENT

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

0333 PAYMENTS BY CONTRACTORS

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

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

0334.01.1 Contractor's Liability Insurance: Contractor shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the work and Contractor's other obligations under the Contract Documents, whether such

performance is indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

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

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

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

0334.03 Unless otherwise provided in these General Conditions, Contractor shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (*subject to such deductible amounts as may be provided in these general conditions or required by law*). This insurance shall include the interest of Owner, Contractor and Subcontractors in the work, shall provide "all risk" insurance for physical loss and damage including but not limited to fire, lightning, windstorms, hail, smoke, explosion, riot, aircraft, vehicles, falling objects, flood, earthquake, theft, vandalism, malicious mischief, collapse, water damage and other perils, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (*including fees and charges of engineers, architects, attorneys and other professionals*). If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on and off the site or in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by Contractor in accordance with paragraphs c and d shall contain a provision that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner.

0334.04 Contractor shall purchase and maintain such boiler and machinery insurance as may be required by these General Conditions or by law. This insurance shall include the interest of Owners, Contractor and Subcontractors in the work and shall provide coverage for all installed and functional mechanical equipment for the full replacement value of the equipment.

0334.05 Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the supplemental conditions. If Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at his own expense.

0334.06 If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor, Owner will notify Contractor thereof within ten days of the date of delivery of such certificates, to Owner. Contractor will provide to the Owner such additional information in respect of insurance provided by him as Owner may reasonably request. The right of the Owner to review and comment on Certificates of Insurance is not intended to relieve the Contractor of his

responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

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

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

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

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

For claims under Worker's Compensation:

State	Statutory
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 (<i>Any One Person</i>):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate (<i>Per Project</i>):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

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

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and
All Autos, Including Bodily Injury and Property Damage: \$1,000,000

0334.10 Scope of Insurance and Special Hazards - The amounts stated above are minimum amounts of insurance to be carried. The Contractor shall carry such additional insurance as may be required to provide adequate protection of the Contractor and his Subcontractors, respectively, against any and all damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by his and, also, against any of the special hazards which may be encountered in the performance of this Contract.

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

0334.11 Certificate Holder should read:

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

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

Secretary of State. Insurance company must be authorized to do business in the State of Georgia by the Georgia Insurance Department.

0335 CONTRACT SECURITY

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

0336 ADDITIONAL OR SUBSTITUTE BOND

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

0337 LIEN

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

0338 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any money due to or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or part of any money due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the

effect that it is agreed that the right of the assigned in and to any money due or to become due to the Contractor shall be subject to prior liens of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

0339 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

0340 COORDINATION WITH OTHER CONTRACTORS

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

0341 SUBCONTRACTING

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

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

- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;
- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way

vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

0345 GUARANTY

- 0345.01 All work constructed under this contract shall be fully guaranteed by the Contractor for a period of one year from the date of final inspection and acceptance by the Owner. This guarantee shall cover any and all defects in workmanship or materials that may develop in this specified time, and any failure in such workmanship or materials shall be repaired or replaced to the satisfaction of the Owner by the Contractor at his own expense.
- 0345.02 Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

0346 CONFLICTING CONDITIONS

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

0347 NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or email, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.
- 0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.

0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.

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

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

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

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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

0353 OTHER PROHIBITED INTERESTS

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

the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

0357 OWNER'S RIGHT TO SUSPEND WORK

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

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

0358.01 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and

agreed that the work embraced in this contract shall be commenced on a date to be specified in the "NOTICE TO PROCEED."

0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterrupted 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 BROOKWOOD DRIVE FLOOD MITIGATION & STORMWATER IMPROVEMENTS PROJECT.

KNOW ALL MEN BY THESE PRESENTS:

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

SIGNED: _____ *(SEAL)*

BY: _____

TITLE: _____

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

This _____ day of _____, _____.

Notary Public: _____ *SEAL*

My Commission Expires: _____,

_____ County,

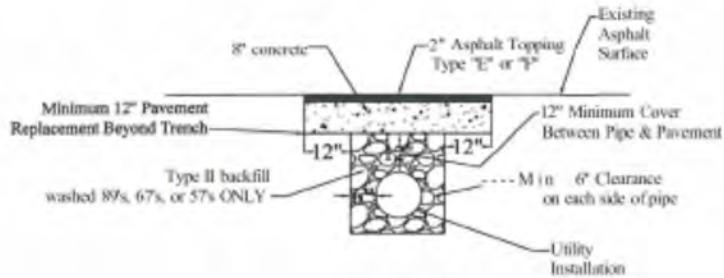
SECTION 0400 – GENERAL NOTES

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



sensitivity of the project. A GSWCC certified personnel Blue Card holder must be present on site at all times to represent the contractor.

10. Coordination of project with Owners – Contractor shall continuously make a good faith effort to coordinate work activities with the adjacent property owners affected by the project.
11. Note: Grassing complete shall include straw, slope mix seed, and fertilizer as required.
12. All demolition and removal of demolished items shall be included in the 210-0100 Grading Complete. No separate payment will be made.
13. Excavation in the roadway to allow for the new pipe system to be installed requires the existing asphalt to be neatly saw cut. Trench repair includes pay items 207-0203 – Foundation Backfill, 402-3100 – Asphalt, and 500-9999 – Class B Concrete. See detail below for the trench repair.



14. The 8" concrete cap for the trench repair, shown above, shall have a rake finish.
15. Contractor is required to furnish the City an As-Built Survey of the improvements from a licensed surveyor upon completion of the project. No separate payment will be made for this survey and the expense should be included in grading complete.

EXHIBIT A:

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

DATED FEBRUARY 26, 2021

FOR

***BROOKWOOD DRIVE FLOOD
MITIGATION***



SITE DEVELOPMENT PLANS FOR BROOKWOOD DRIVE FLOOD MITIGATION

1. THESE PLANS HAVE BEEN SIGNED AND SEALED BY THE ENGINEER FOR REVIEW ONLY. THEY CANNOT BE USED FOR CONSTRUCTION UNTIL THEY HAVE BEEN APPROVED, STAMPED AND SIGNED BY THE APPROPRIATE PERMITTING AUTHORITIES AND ALL NECESSARY PERMITS HAVE BEEN OBTAINED BY THE CLIENT.

2. THE CLIENT IS COMPLETELY RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FOR CONSTRUCTION FROM ALL FEDERAL, STATE AND LOCAL PERMITTING AUTHORITIES. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT LIABLE FOR THE FAILURE OF THE CLIENT TO OBTAIN THE NECESSARY PERMITS.

3. THIS DRAWING SHEET IS PART OF A COMPLETE SET OF DESIGN DRAWINGS. IT SHOULD NOT BE SEPARATED FROM THE SET. INFORMATION PERTINENT TO THIS SHEET MAY BE FOUND ON OTHER SHEETS IN THE SET.

4. A COPY OF THE CURRENT SET OF APPROVED DRAWINGS MUST BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.

5. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT THE CONTRACTOR HAS A COPY OF THE CURRENT SET OF APPROVED DRAWINGS ON SITE AT ALL TIMES.

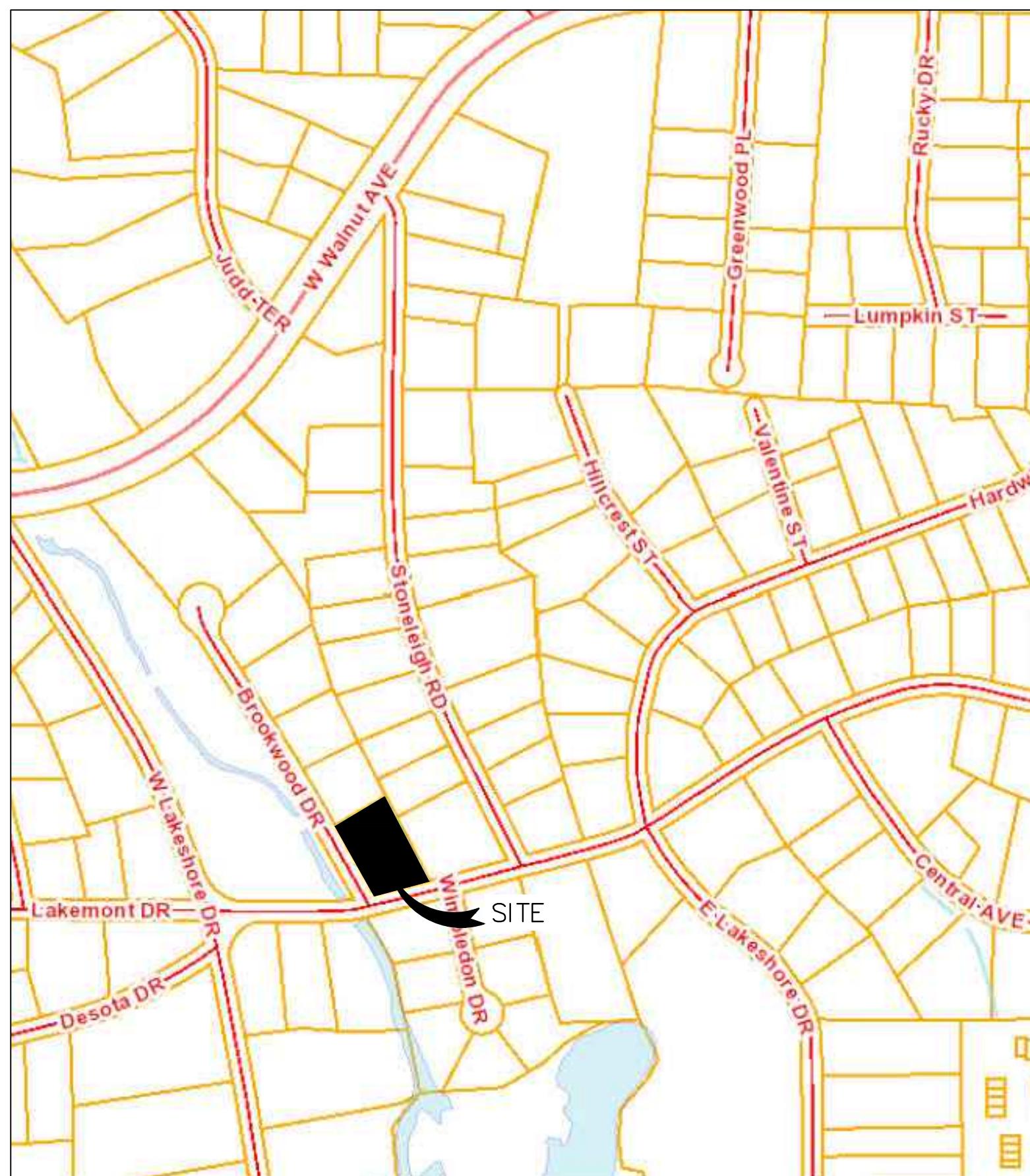
6. IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR CONFLICTS IF WE ARE NOT NOTIFIED PRIOR TO INSTALLATION.

7. THESE DRAWINGS HAVE BEEN STAMPED AND SIGNED FOR ENGINEERING DESIGN CONTENT ONLY. PROPERTY LINE INFORMATION SHOWN ON THESE DRAWINGS HAS BEEN PROVIDED BY THE CLIENT OR A REGISTERED LAND SURVEYOR AND ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. ALL MEASUREMENTS SHOWN ON THESE PLANS ARE APPROXIMATE. THE CLIENT MUST ENGAGE THE SERVICES OF A REGISTERED LAND SURVEYOR TO RESEARCH, PLAT AND LOCATE ALL PROPERTY CORNERS PRIOR TO THE PURCHASE OF THE PROPERTY AND COMMENCEMENT OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. IS NOT RESPONSIBLE FOR VERIFYING THE LOCATION OF OR EXISTENCE OF THE LIMITS OR BOUNDARY OF THE CLIENT'S PROPERTY. AT THE CLIENT'S REQUEST, RICHARDS & ASSOCIATES ENGINEERING, INC. USES THE INFORMATION PROVIDED BY THE CLIENT, EITHER DIRECTLY OR THROUGH THE CLIENT'S SURVEYOR, TO PRODUCE CONSTRUCTION DRAWINGS FOR THE CLIENT. THESE DRAWINGS MAY HAVE BEEN PREPARED FOR A SITE NOT CURRENTLY OWNED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR ENSURING THAT HE HAS THE RIGHT TO OCCUPY THE PROPERTY FOR THE PURPOSE OF CONSTRUCTION. RICHARDS & ASSOCIATES ENGINEERING, INC. MAKES NO CLAIMS AS TO THE OWNERSHIP OF THE SUBJECT PROPERTY OR ADJACENT PROPERTIES.

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

PRIMARY PERMITTEE:
TBD
EMAIL:

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



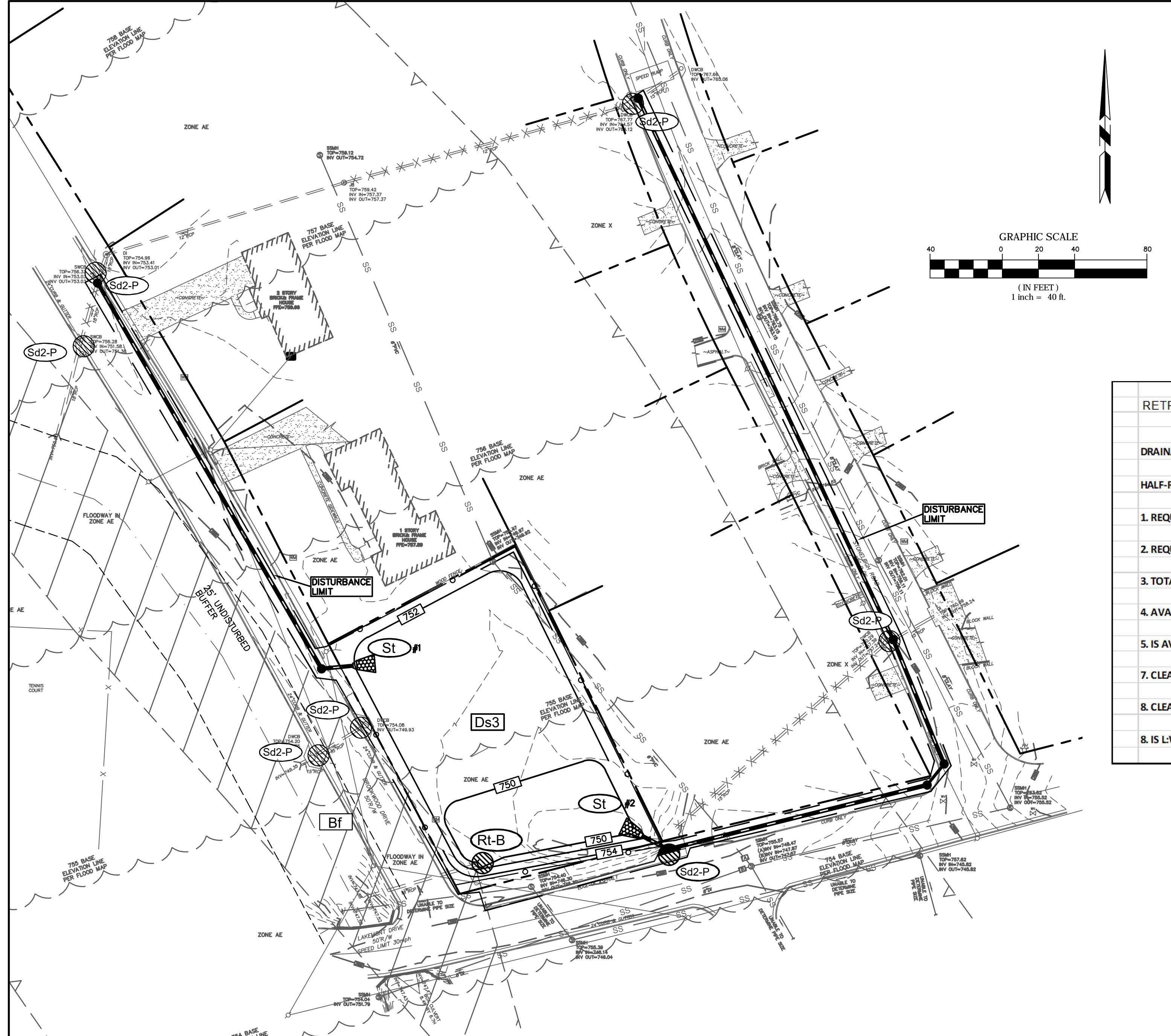
DESIGN PROFESSIONAL'S CERTIFICATION	
1. I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100001.	
2. I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION.	
3. GEORGIA'S 305(b)/303(d) LIST DOCUMENTS HAVE BEEN CONSULTED.	
 2/26/2021	
STEPHEN R. RICHARDS, PE GSWCC LEVEL II CERTIFICATION NO. 8688	DATE

THIS PROJECT HAS BEEN DESIGNED TO BE IN COMPLIANCE WITH THE GEORGIA GENERAL PERMIT NO. GAR100001 AUTHORIZATION TO DISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM WITH CONSTRUCTION ACTIVITY FOR STAND ALONE CONSTRUCTION PROJECTS EFFECT AUGUST 1, 2018.

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

SHEET INDEX

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



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

CONSTRUCTION SCHEDULED TO BEGIN ON 2/1/2021
AND BE COMPLETED ON OR BEFORE 8/1/2021

HYDROLOGY SUMMARY

EXISTING:
 $Q_2=1.1 \text{ cfs}$

PROPOSED:

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

Q₂₅=5.8 cfs
V₂₅=4.7 fps
TW > Pipe $\frac{1}{2}$ \varnothing

La=10'
W₁=5'
W₂=12'
Average stone diameter (d₅₀)=8"
Stone depth (D)=16"

St #1

Q₂₅=11.7 cfs
V₂₅=9.3 fps
TW > Pipe $\frac{1}{2}$ \varnothing

La=15'
W₁=5'
W₂=20'
Average stone diameter (d₅₀)=10"
Stone depth (D)=20"

ROFIT STORAGE CALCULATIONS		
Rt #	A	Rt-B
AGE AREA =	0.48 ac	
ROUND DIA =	48"	HT = 48"
QUIRED STORMWATER STORAGE (25yr) =	0 cy	
QUIRED SEDIMENT STORAGE =	32 cy	
AL REQUIRED STORAGE =	32 cy	
AILABLE STORAGE =	2020 cy	
AILABLE STORAGE > REQUIRED STORAGE?	YES	
ANOUT VOL =	11 cy	
ANOUT EL =	750.00	
W > 2:1?	YES	

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST				
STAND ALONE CONSTRUCTION PROJECTS				
Project Name:	BROOKWOOD			
City/County:	DALTON			
SWCD:	LIMESTONE VALLEY			
Address: BROOKWOOD DRIVE				
Date on Plans: 1/18/2021				
Name & email of person filling out checklist:				
Plan	Included	TO BE SHOWN ON ES&PC PLAN		
Page #	Y/N			
		1 The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted. (The completed Checklist must be submitted with the ES&PC Plan or the Plan will not be reviewed)		
COVER		2 Level II certification number issued by the Commission, signature and seal of the certified design professional. (Signature, seal and Level II number must be on each sheet pertaining to ES&PC plan or the Plan will not be reviewed)		
NA		3 Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the GAEPD District Office. If GAEPD approves the request to disturb 50 acres or more at any one time, the Plan must include at least 4 of the BMPs listed in Appendix 1 of this checklist and the GAEPD approval letter. * (A copy of the written approval by GAEPD must be attached to the plan for the Plan to be reviewed.)		
COVER		4 The name and phone number of the 24-hour contact responsible for erosion, sedimentation and pollution controls.		
COVER		5 Provide the name, address, email address, and phone number of primary permittee.		
COVER		6 Note total and disturbed acreages of the project or phase under construction.		
COVER		7 Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degrees.		
1-5		8 Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.		
5		9 Description of the nature of construction activity and existing site conditions.		
COVER		10 Provide vicinity map showing site's relation to surrounding areas. Include designation of specific phase, if necessary.		
5		11 Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.		
COVER		12 Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit.		
NA		13 Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV page 19 of the permit. *		
NA		14 Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation." in accordance with Part IV.A.5 page 25 of the permit. *		
5		15 Clearly note the statement that "Non-exempt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of greatest vegetation or within 25-feet of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."		
NA		16 Provide a description of any buffer encroachments and indicate whether a buffer variance is required.		
NA		17 Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional." *		
NA		18 Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit." *		
5		19 Clearly note statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."		
5		20 Clearly note statement that "Erosion control measures will be maintained at all times. If full implementation of the approved Plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."		
5		21 Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."		
NA		22 Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and with in the same watershed as, any portion of a Beta Impaired Stream Segment must comply with Part III, C. of the permit. Include the completed Appendix 1 listing all the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment. *		
NA		23 If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in Item 22 above) at least six months prior to submittal of NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan. *		
NA		24 BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited. *		
5		25 Provide BMPs for the remediation of all petroleum spills and leaks.		
NA		26 Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed. *		
NA		27 Description of practices to provide cover for building materials and building products on site. *		
NA		28 Description of the practices that will be used to reduce the pollutants in storm water discharges. *		
2		29 Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).		
NA		30 Provide complete requirements of inspections and record keeping by the primary permittee. *		
NA		31 Provide complete requirements of Sampling Frequency and Reporting of sampling results. *		
NA		32 Provide complete details for Retention of Records as per Part IV.F. of the permit. *		
NA		33 Description of analytical methods to be used to collect and analyze the samples from each location. *		
NA		34 Appendix B rationale for NTU values at all outlet sampling points where applicable. *		
NA		35 Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged. *		
NA		36 A description of appropriate controls and measures that will be implemented at the construction site including: (1) initial sediment storage requirements and perimeter control BMPs, (2) intermediate grading and drainage BMPs, and (3) final BMPs. For construction sites where there will be no mass grading and the initial perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs are the same, the Plan may combine all of the BMPs into a single phase. *		
1,2		37 Graphic scale and North arrow.		
1-2		38 Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following:		
		Map Scale	Ground Slope	Contour Intervals, ft.
		1 inch = 100 ft or larger scale	Flat 0 - 2% Rolling 2 - 8% Steep 8% +	0.5 or 1 1 or 2 2.5 or 10
NA		39 Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless disapproved by GAEPD or the Georgia Soil and Water Conservation Commission). Please refer to the Alternative BMP Guidance Document found at www.gaswcc.georgia.gov .		
NA		40 Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion & Sediment Control in Georgia 2016 Edition. *		
1-2		41 Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to state waters and any additional buffers required by the Local Issuing Authority. Clearly note and delineate all areas of impact.		
1-2		42 Delineation of on-site wetlands and all state waters located on and within 200 feet of the project site.		
NA		43 Delineation and acreage of contributing drainage basins on the project site.		
NA		44 Provide hydrology study and maps of drainage basins for both the pre- and post-developed conditions. *		
2		45 An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.		
2		46 Storm-drain pipe and weir velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/Delineate all storm water discharge points.		
1		47 Soil series for the project site and their delineation.		
1-2		48 The limits of disturbance for each phase of construction.		
2		49 Provide a minimum of 67 cubic yards of sediment storage per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance activities until final stabilization of the sediment basin is not attainable must be included in the Plan for each common drainage location in which a sediment basin is not provided. A written justification as to why 67 cubic yards of storage is not attainable must also be given. Worksheets from the Manual included for structural BMPs and all calculations used by the storage design professional to obtain the required sediment when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to utilize outlet structures that withdraw water from the surface, unless infeasible. If outlet structures that withdraw water from the surface are not feasible, a written justification explaining this decision must be included in the Plan.		
1-2		50 Location of Best Management Practices that are consistent with and no less stringent than the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.		
1-4		51 Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.		
4		52 Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding, fertilizer, lime and mulching rates. Vegetative plan shall be site specific for appropriate time of the year that seeding will take place and for the appropriate geographic region of Georgia.		
		* If using this checklist for a project that is less than 1 acre and not part of a common development but within 200 ft of a perennial stream, the * checklist items would be N/A.		

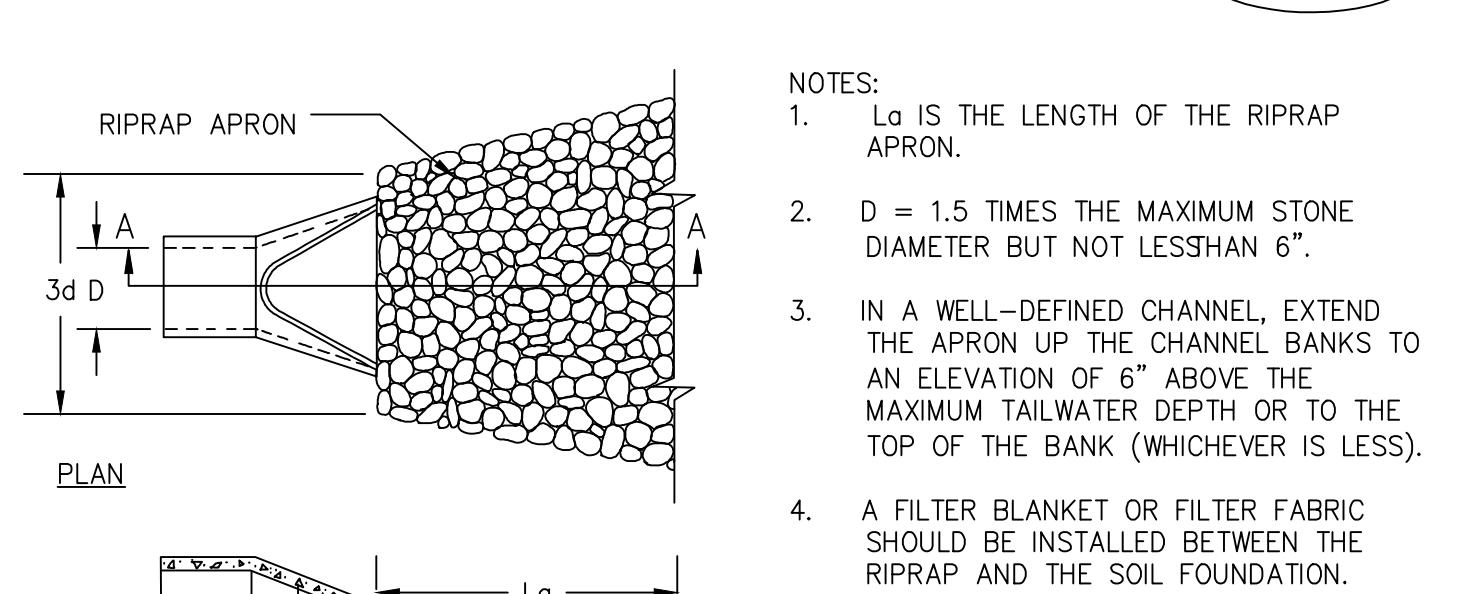
—Drawing Title—

FINAL PHASE SOIL EROSION SEDIMENTATION AND POLLUTION CONTROL PLAN

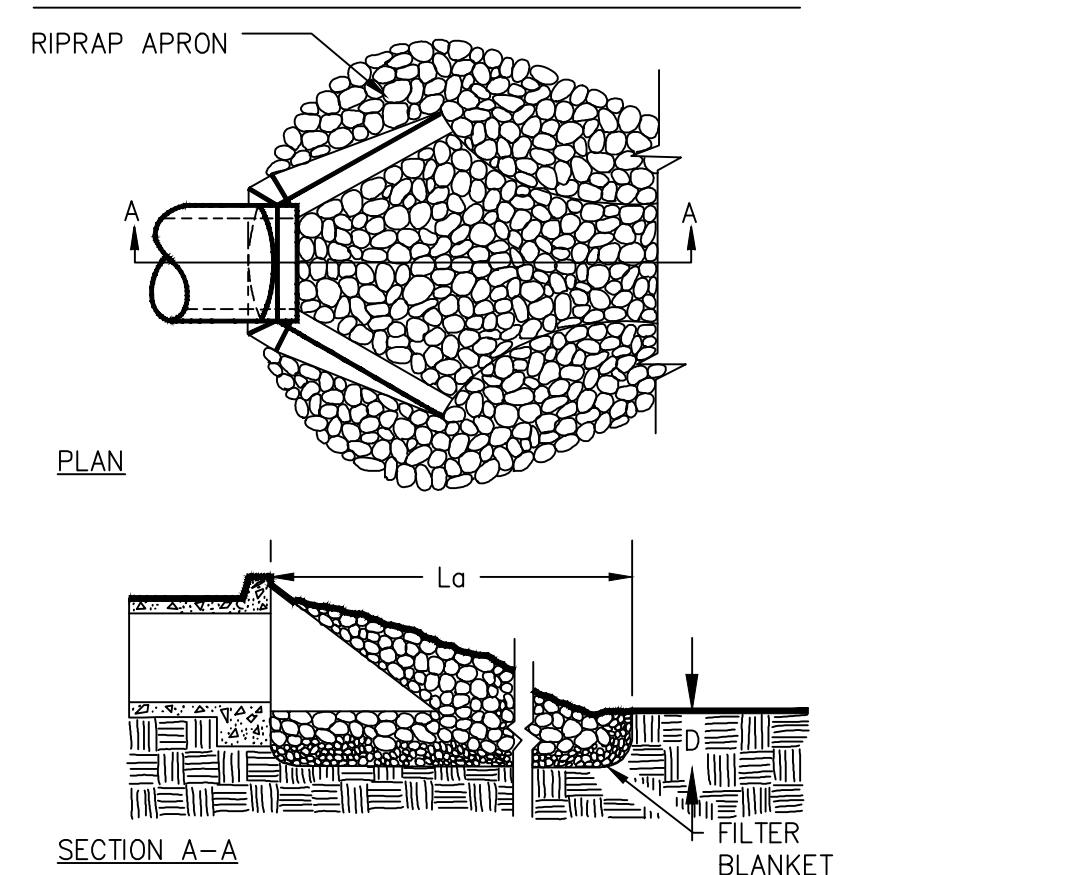
DATE	2/26/21	DRAWING NO.
PROJECT NO.	20-037	C2

RIPRAP OUTLET PROTECTION

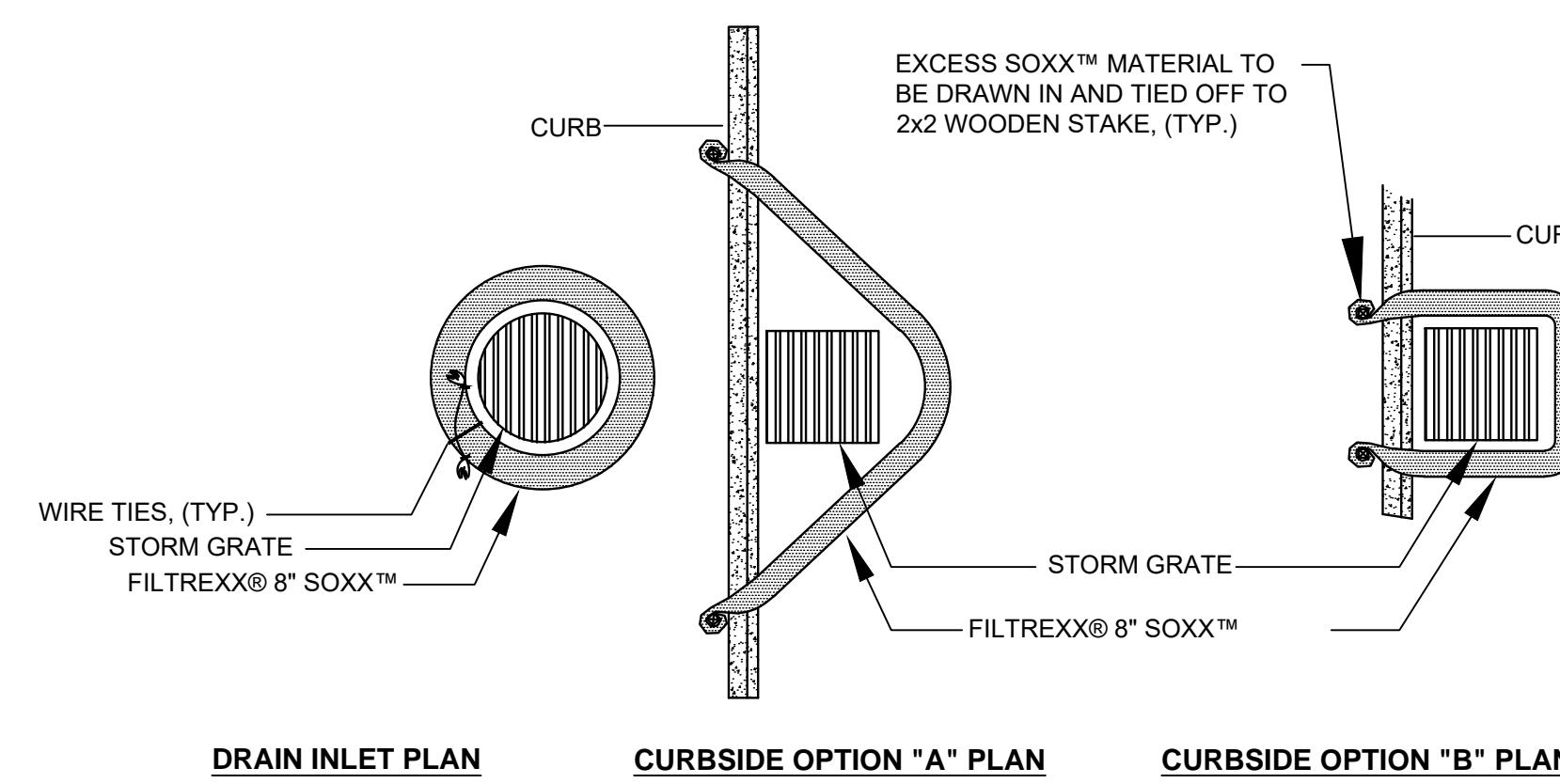
PIPE OUTLET TO FLAT AREA – NO WELL DEFINED CHANNEL



PIPE OUTLET TO WELL DEFINED CHANNEL



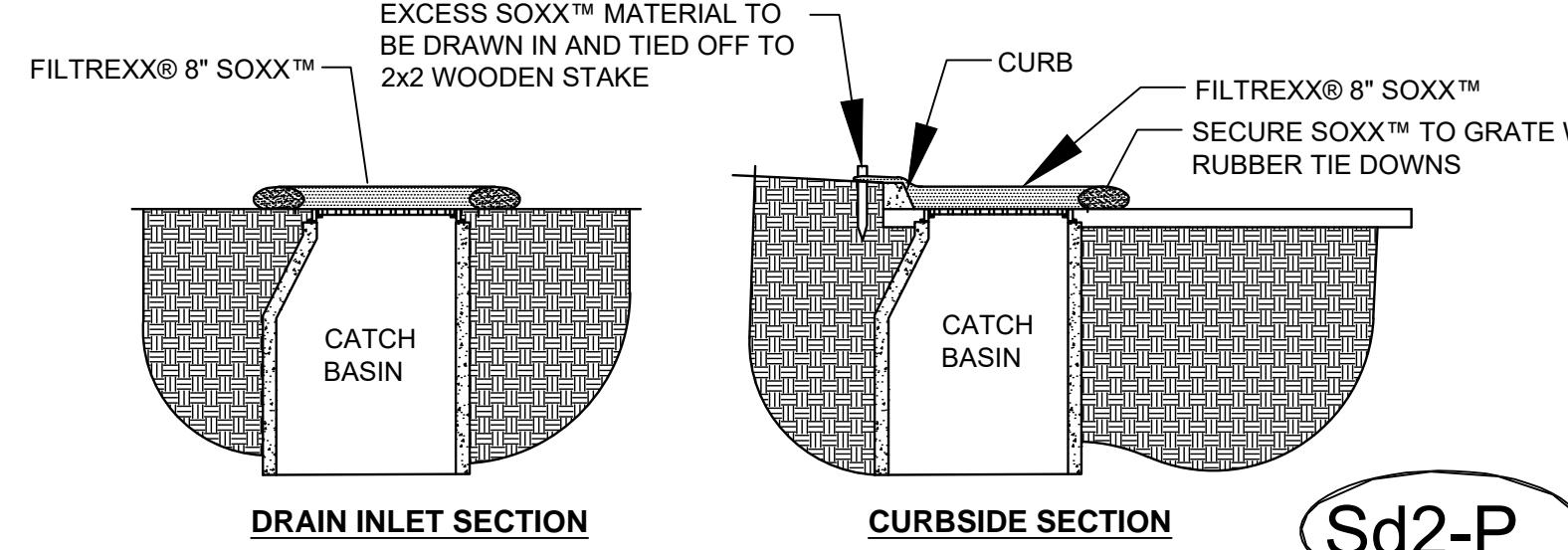
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DRAIN INLET PLAN

CURBSIDE OPTION "A" PLAN

CURBSIDE OPTION "B" PLAN



DRAIN INLET SECTION

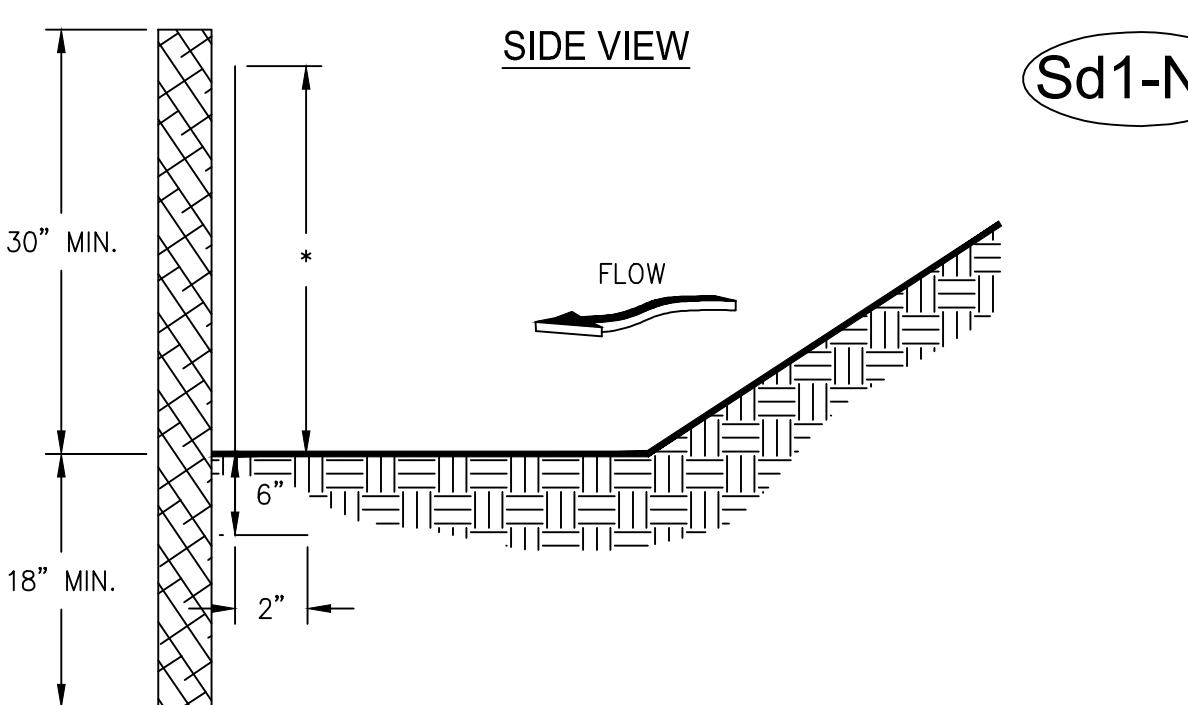
CURBSIDE SECTION

Sd2-P

FILTREXX® INLET PROTECTION

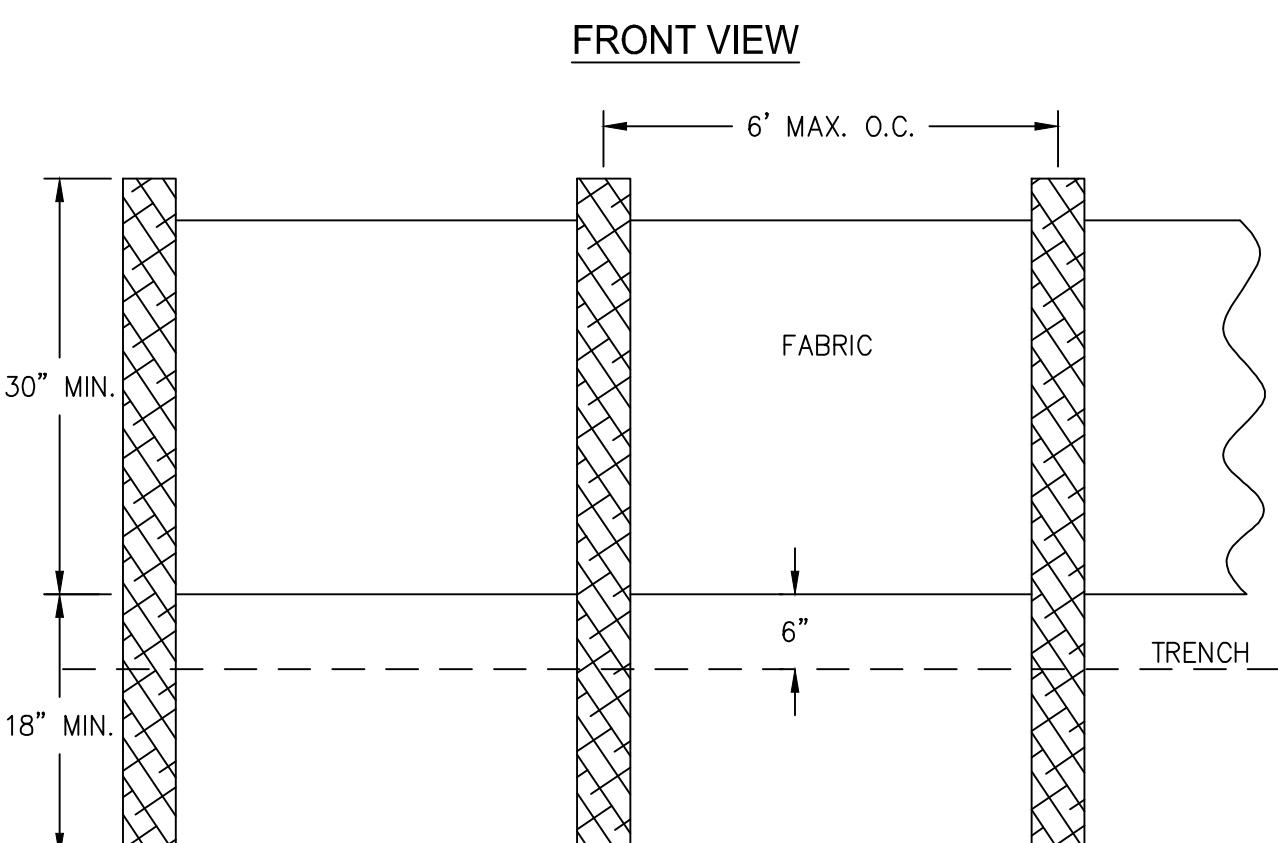
NTS

SILT FENCE - TYPE NON-SENSITIVE



SIDE VIEW

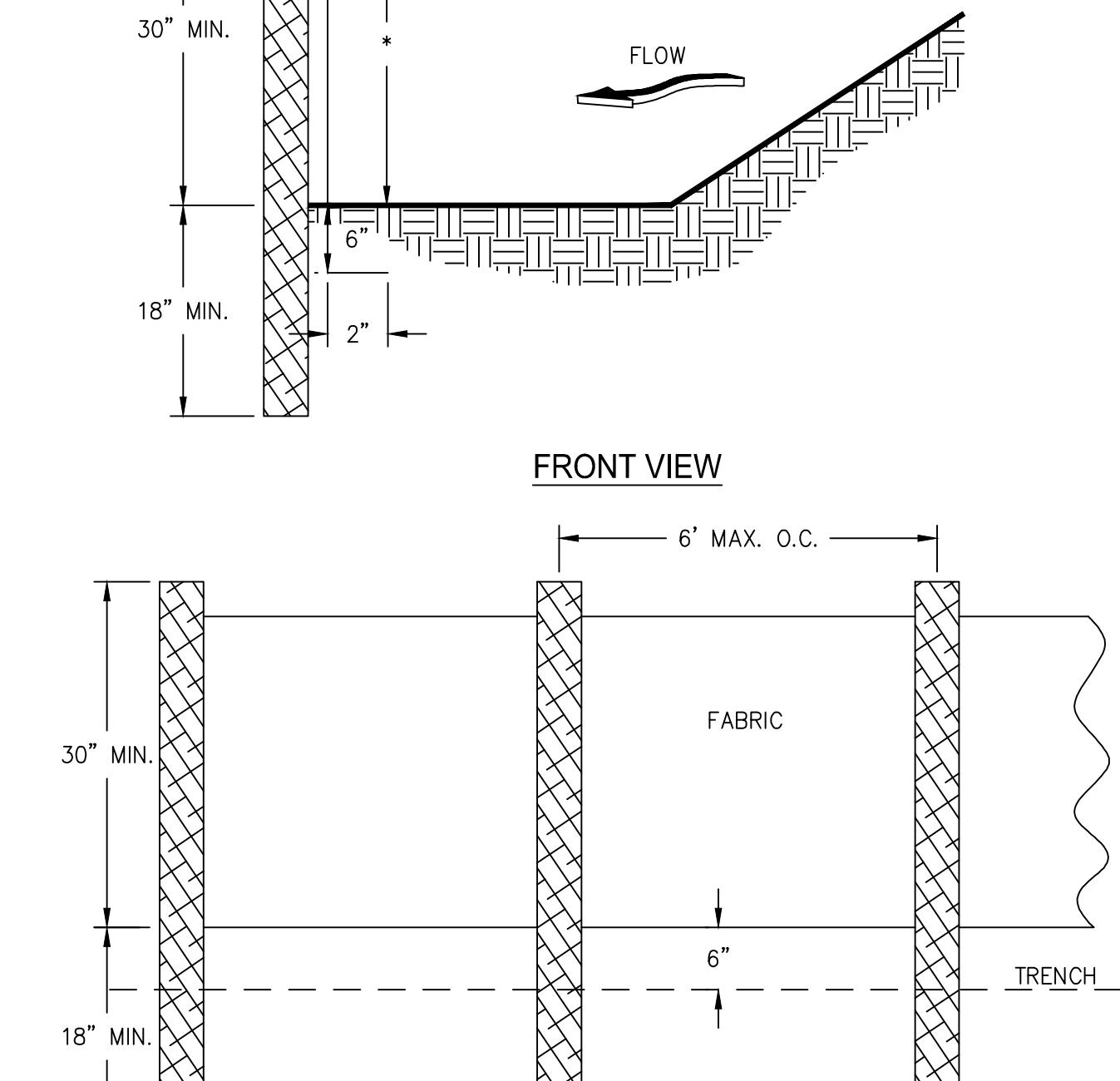
Sd1-NS



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

FRONT VIEW

FABRIC



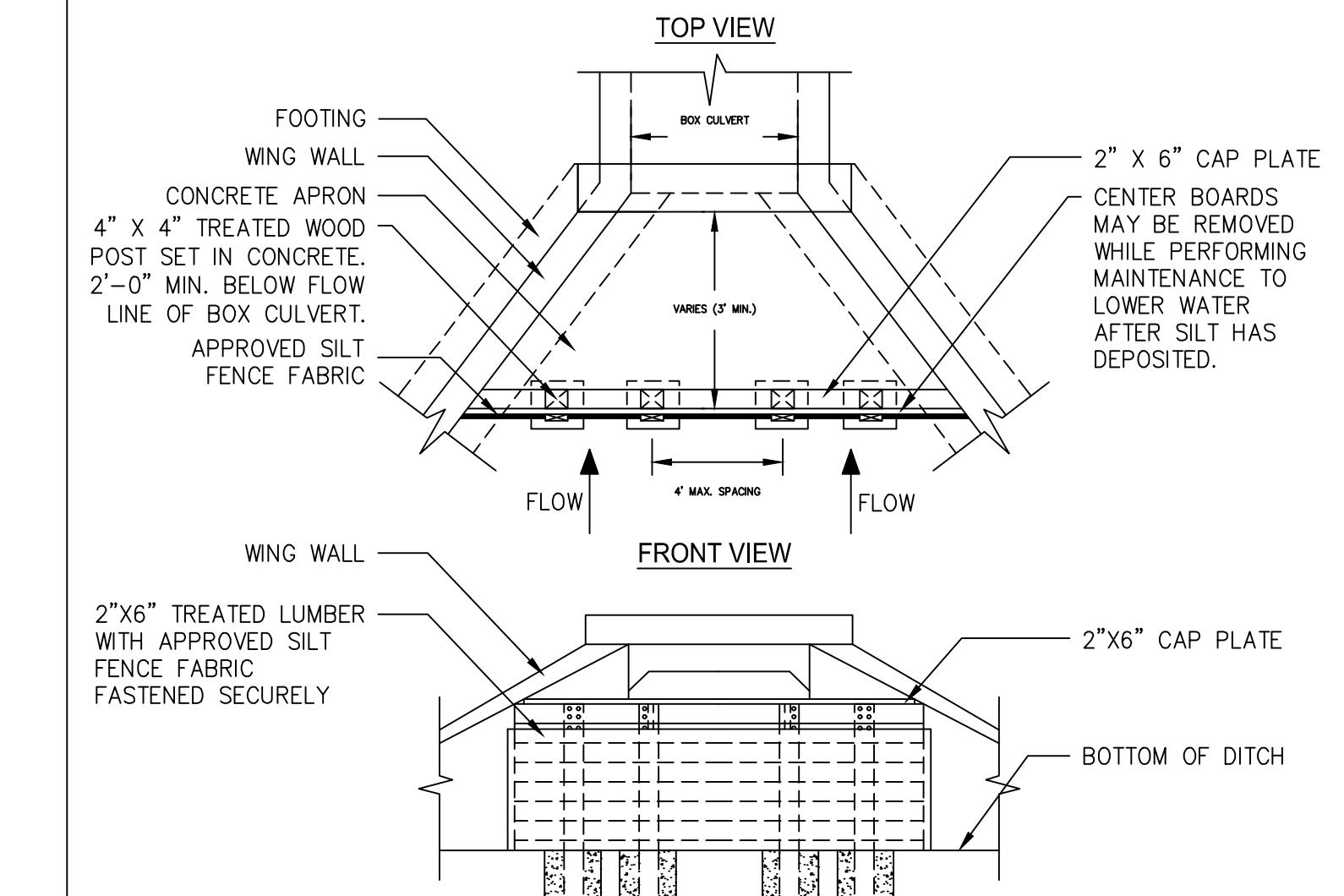
NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

SILT CONTROL GATE WITH SLOTTED BOARD DAM

TYPE 1: FOR BOX CULVERTS

Rt-B

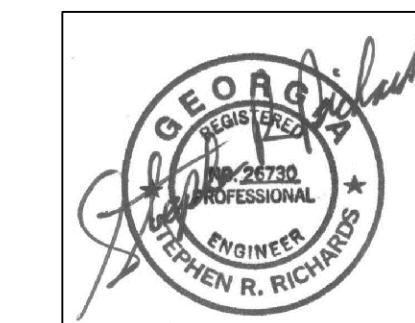
NOTES:
1. REFER TO APPROPRIATE CONSTRUCTION DETAIL FOR CONCRETE APRONS.
2. SLOTTED BOARD DAM SHALL BE INSTALLED WITH MINIMUM SIZE 4" X 4" POSTS.
3. BOARDS SHOULD HAVE A 0.5" TO 1" SPACE BETWEEN THEM AND MUST HAVE GROUND OR BOTTOM OF CONCRETE CONTACT.
4. MINIMUM SIZE 3-4" STONE FILTER SHALL BE INSTALLED AROUND THE UPSTREAM SIDE OF THE BOARD DAM.
5. POSTS FOR THE SILT CONTROL GATE SHALL BE 4" X 4" TREATED LUMBER AND FACE BOARDS SHALL BE 2" X 6" TREATED LUMBER WITH NO SPACING ALLOWED BETWEEN BOARDS.
6. AN APPROVED SILT FENCE FABRIC SHALL BE SECURELY FASTENED TO THE FRONT OF THE STRUCTURE USING STAPLES (BE SURE TO HAVE SILT FENCE ON UPSTREAM SIDE OF STRUCTURE).
7. SEDIMENT SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE SILT GATE. FILTER FABRIC SHALL BE REPLACED WHEN DAMAGED AND/OR DETERIORATED.
8. ALL DISTURBED AREAS SHALL BE VEGETATED IMMEDIATELY AFTER CONSTRUCTION WITH PERMANENT VEGETATION.



USES: A SILT CONTROL GATE IS A STRUCTURE PLACED ON A PIPE, SINGLE BARREL BOX CULVERT, OR DROP INLET TO FORM A BASIN TO TRAP SILT.

NOTE: SILT CONTROL GATES SHALL NOT BE USED ON STRUCTURES THAT CONVEY STATE WATERS.

RAE
RICHARDS & ASSOCIATES ENGINEERING, INC.
CIVIL ENGINEERING + LAND PLANNING
P.O. BOX 220 CHATSWORTH, GA 30705



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

PROJECT
915 BROOKWOOD DRIVE
BROOKWOOD DRIVE
DALTON, GA
CLIENT
CITY OF DALTON
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

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Revisions Date

Drawing Title

SOIL EROSION
SEDIMENTATION
AND POLLUTION
CONTROL
DETAILS

DATE 2/26/21 DRAWING NO. C3

PROJECT NO. 20-037

DS1 DISTURBED AREA STABILIZATION (WITH MULCHING ONLY) - 4 INCH MINIMUM COVERAGE

DS2 PLANTS, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS

Species	Broadcast Rates 2/ - PLS 3/		Resource Area	Planting Dates by Resource Areas												Remarks
	Per Acre	Per 1000 sq. ft.		J	F	M	A	M	J	J	A	S	C	N	D	
MILLET, PEARL (Pennisetum glaucum) alone	50 lbs.	1.1 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	88,000 seed per pound. Quick dense cover. May reach 5 feet in height. Not recommended for mixtures.
OATS (Avena sativa) alone in mixtures	4 lbs. (12 lbs.) 1 lb. (32 lbs.)	2.9 lb 0.7 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	13,000 seed per pound. Use on productive soils. Not as winterhardy as rye or barley
RYE (Secale cereale) alone in mixtures	3 lbs. (18 lbs.) 1/2 lbs. (28 lbs.)	3.9 lb 0.6 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	18,000 seed per pound. Quick cover. Drought tolerant and winterhardy.
RYEGRASS, ANNUAL (Lolium temulentum) alone in mixtures	40 lbs. 10 lbs.	0.9 lb 0.2 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	227,000 seed per pound. Dense cover. Very competitive in mixtures.
SUDANGRASS (Sorghum sudanense) alone	60 lbs.	1.4 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	55,000 seed per pound. Good on dry sites. Not recommended for mixtures.

Tp

NOTES:

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

VEGETATIVE PLAN FOR AREAS DISTURBED DURING CONSTRUCTION

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

A. Initial Treatment

1. Seeded Preparation: Prepare seedbed to depth of at least 4 inches on all areas where a good seedbed is not present. Remove rocks, roots, and other objects that will interfere with vegetation establishment or maintenance operations. No seedbed preparation is needed where hydroseeded. Lime must be included in initial seeded preparation minimum coverage of 2 tons per acre.
2. Fertilizer: Apply 1500 pounds of 6-12-12 analysis fertilizer (or equivalent) per acre. Spread lime and fertilizer uniformly over all areas immediately before final land preparation and mix thoroughly with the soil. Apply topdressing of 50 pounds per acre of ammonium nitrate (or equivalent) when plants are 2 to 4 inches tall.
3. Seeding: All areas will be seeded with TALL FESCUE at the rate of 50 lbs. per acre or appropriate seasonal grass. (See SEEDING SCHEDULES) Seed will be distributed uniformly over the area and covered to a depth of about 2 inches. If the area is to be sprayed, plant only freshly dug sprigs and keep them cool and moist until planted. Firm seeded or sodded areas with cultipacker or roller immediately following planting.
4. Mulching: Pond spillways and all seeded areas with slopes greater than 3 percent will be mulched immediately after seeding by spreading uniformly dry straw or hay, free from coarse weeds, at the rate of about 2 tons per acre or to cover approximately 75 percent of the ground surface. When feasible, anchor mulch with a packer or disk harrow with the blades set straight or an emulsified asphalt, (grade A5 or S51) at a rate of 100 gallons emulsion mixed with 100 gallons water for each ton of mulch.

B. Management

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

C. Other Requirements or Exceptions

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

DS3 CRITICAL AREA VEGETATIVE PLAN DS3

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

SOIL CONDITIONS - Due to grading and construction, the areas to be treated are mainly subsoil and substrate. Fertility is low and the physical characteristics of the exposed soil are not suitable to all but the most hardy plants.

TREATMENT SPECIFICATIONS

A. Hydroseeding: When hydroseeding and fertilizing equipment is used, no grading and shaping or seeded preparation will be required. The fertilizer, seed and wood cellulose will be applied in a slurry. All slurry ingredients must be combined to form a homogeneous mixture and spread uniformly over the area, leaving about 25% of the ground surface exposed.

B. Hand Seeding: Grade should be smooth where needed to provide for site equipment, operations, seedling time for seedbed preparation, and fertilizer in dry form will be spread uniformly over the area immediately before seeded preparation.

A seedbed will be done with cultipacker seeder, drill, rotary seeder or other mechanical seeders. Seeds will be dispersed uniformly in a dry form, covered and covered lightly. Within 24 hours after seeding, straw or hay mulch will be spread uniformly over the area, leaving about 25% of the ground surface exposed.

Mulch will be spread with blower-type earth equipment or by hand and anchored immediately. A hand roller or hand harrow with the discs set straight or a special roller disk may be used to press the mulch into the soil.

PREPARATION APPLICATION RATES

Agricultural limestone: 4000 lbs/acre Fertilizer 5-10-15: 1500 lbs/acre

Mulch, straw or hay: 5000 lbs/acre Fiber mulch: 1000 lbs/acre **

Hydroseeding operations

SECOND YEAR FERTILIZER

0-20-20 or equivalent: 500 lbs/acre (hydroseeding) or 5-10-15 800 lbs/acre

SEED SPECIES OPTIONS AND PLANTING DATES

Fescue: 50 lbs/acre : 6/15 to 2/28 Rye: 50 lbs/acre : 11/1 to 2/18

Bermuda: 10 lbs/acre : 3/1 to 6/15 Lovegrass: 4 lbs/acre : 3/1 to 6/15

Sericea lespedeza: 60 lbs/acre : 3/1 to 6/15

DS3 PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER

Species	Broadcast Rates 1/ - PLS 2/		Resource Area	Planting Dates by Resource Areas												Remarks
	Per Acre	Per 1000 sq. ft.		J	F	M	A	M	J	J	A	S	C	N	D	
BERMUDA SPRIGS (Cynodon dactylon)	40 cu. ft.	0.9 cu. ft. or spm plugs 3' x 3'	M-L		J	F	M	A	M	J	J	A	S	C	N	A cubic foot contains approximately 650 sprigs. A bushel contains 1.25 cubic feet or approximately 900 sprigs.
BAHIA, WILMINGTON (Paspalum notatum)	60 lbs.	1.4 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	166,000 seed per pound. Low growing. Sod forming. Slow to establish. Plant into bermuda grasses and lawns. Mix with Sericea lespedeza or weeping lovegrass.
CROWN VETECH (Corolla varia)	15 lbs.	0.3 lb	M-L		J	F	M	A	M	J	J	A	S	C	N	100,000 seed per pound. Dense cover. Drought tolerant and fire resistant. Attractive rose, pink, and white blossoms spring to fall. Mix with 10 lbs/acre of tall fescue or 15 pounds of rye. Incubate seed with N inoculant. Use in North Atlanta and Northward.
FESCUE, TALL (Festuca arundinacea)	50 lbs.	1.1 lb.	M-L		J	F	M	A	M	J	J	A	S	C	N	227,000 seeds per pound. Use alone only on better sites. Not for droughty soils. Mix with perennial ryegrass or Crownvetch. Apply topdressing in spring following fall plantings. Not for heavy use areas or athletic fields.
REED CANARY GRASS (Phragmites arundinacea)	50 cu. ft.	1.1 cu. ft.	M-L		J	F	M	A	M	J	J	A	S	C	N	Grows similar to tall fescue.

1/ Reduce seeding rates by 50% when drilled.
2/ PLS is an abbreviation for Pure Live Seed.
3/ M-L represents to Mountain; Blue Ridge; and Ridges and Valleys MRAs.

TABLE 3. FERTILIZER RATES																
PLANTING OPTIONS																
YEAR	ANALYSIS	# PER ACRE	# PER 1000 SQ. FT.	# PER ACRE	# PER 1000 SQ. FT.											
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3										
COMMON BERMUDA (UNHULLED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3										
RYE GRASS																
TALL FESCUE	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3										
APPALAW LESPEDEZA (UNSCARIFIED)	YEAR TWO	6-10-10	1000	25	50-100	1.2-2.3										
RYE GRASS	YEAR TWO	6-12-12	1500	35	50-100	1.2-2.3										
CROWNFETCH	AT PLANTING	6-12-12	1500	35	50-100	0-1.2										
RYE GRASS	YEAR TWO	6-10-10	1000	25	50-100	1.2-2.3										
WEEPING LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3										
APPALAW LESPEDEZA (SCARIFIED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3										
BROWNTOP MILLET																
SUNFLOWER "AZTEC MAXIMUM"	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3										
WEEPING LOVEGRASS	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3										
COMMON BERMUDA (HULLED)	YEAR TWO	6-12-12	1000	25	50-100	1.2-2.3										
BROWNTOP MILLET																
WEEPING LOVEGRASS	AT PLANTING	6-12-12	1500	35	50-100	1.2-2.3										
TALL FESCUE	AT PLANTING	6-12-12	1500	35												

Project Description
The site is ±0.45 acres and is a residential lot located in the City of Dalton, Whitfield County, Georgia. The site is owned by the City of Dalton. The owner plans to raze the site and excavate a pond to provide additional flood storage for the backwater of Tar Creek. Approximately 0.51 acres will be disturbed during construction.

Erosion and Sediment Control
Soil will be handled onsite with filter rings and inlet protection. The road will be monitored daily for excess mud, dirt or rock tracked from the site. Any observed excess shall be swept that day. Dump trucks hauling material from the site will be covered with a tarpaulin. The generation of dust during grading operations will be controlled by the use of temporary vegetation and mulching in disturbed areas. In an emergency situation, the site will be sprinkled with water until the surface is wet. This process should be repeated as necessary. All disturbed areas must be grassed with permanent vegetation within 14 days of achieving finished grade.

Inventory for Pollution Prevention Plan

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

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

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

Waste Materials

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

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

Spill Prevention

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

Good Housekeeping

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

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

Hazardous Wastes

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

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

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

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

Sanitary Wastes

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

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

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

Petroleum Products

Containers for products such as fuels, lubricants and tars will be inspected daily for leaks and spills. This includes on-site vehicle and machinery daily inspections and regular preventative maintenance for such equipment. Equipment maintenance shall be performed from static water hand pump stations after water trucking. In addition, equipment fueling tanks shall have a secondary containment liner to prevent/minimize site contamination. Discharge of oils, fuels and lubricants is prohibited. Proper disposal methods will include collection in a suitable container and disposal as required by local and State regulations.

Paints/Finishes/Solvents

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

Concrete Truck Washing

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

Fertilizers/Herbicides

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

Building Materials

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

Spill Cleanup and Control Practices

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

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

The contractor shall notify the licensed professional who prepared this plan if more than 1320 gallons of petroleum is stored onsite (this includes capacities of equipment) or if any one piece of equipment has a capacity greater than 660 gallons. The Contractor will use a Spill Prevention Containment and Countermeasures Plan prepared by that licensed professional.

1. THIS DISTURBED AREA OF THIS PROJECT IS LESS THAN 1.0 ACRE AND THEREFORE IS NOT SUBJECT TO THE REQUIREMENTS OF NPDES.

2. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50 FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF DISTURBED VEGETATION OR WITHIN 25 FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

3. WASTE MATERIALS SHALL NOT BE DISCHARGED INTO STATE WATERS EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

4. THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL IN THE STORMWATER DISCHARGE(S) FROM A SITE SHALL BE PREVENTED. THIS PERMIT DOES NOT RELIEVE THE PERMITTEE OF THE REPORTING REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302, WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTING QUANTITY ESTABLISHED UNDER EITHER GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 OCCURS DURING A 24 HOUR PERIOD, THE PERMITTEE IS REQUIRED TO NOTIFY EPD AT (404) 656-4863 OR (800) 241-4113 AND THE NATIONAL RESPONSE CENTER (NRC) AT (800) 424-8802 IN ACCORDANCE WITH THE REQUIREMENTS OF GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. 12-14-2, ET SEQ.), 40 CFR PART 117 AND 40 CFR PART 302 AS SOON AS HE/SHE HAS KNOWLEDGE OF THE DISCHARGE.

5. THIS PLAN HAS BEEN DESIGNED USING BMP'S, INCLUDING SOUND CONSERVATION AND ENGINEERING PRACTICES TO PREVENT AND MINIMIZE EROSION AND RESULTANT SEDIMENTATION, WHICH ARE CONSISTENT WITH AND NO LESS STRINGENT THAN THOSE PRACTICES CONTAINED IN THE MANUAL.

6. ANY AMENDMENTS OR REVISIONS TO THE EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

7. THE OWNER MUST ENSURE THAT CONSTRUCTION ON THIS SITE MEETS THE REQUIREMENTS OF THE GEORGIA DEPARTMENT OF ENVIRONMENTAL HEALTH AND GAEPD FOR WASTE DISPOSAL, SANITARY SEWER AND/OR SEPTIC SYSTEMS.

8. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING.

9. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

10. ALL DESIGNS WILL CONFORM TO AND ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THE PUBLICATION ENTITLED "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL).

11. ALL AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT PAVED WILL BE SEEDED FOR PERMANENT VEGETATION.

12. BMP'S MUST BE IN PLACE AND FUNCTIONAL BEFORE EARTH MOVING OPERATIONS BEGIN, AND MUST BE PROPERLY MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

13. CONSTRUCTION DEBRIS MUST BE KEPT FROM LEAVING THE SITE AND/OR ENTERING STREAM CHANNELS AT ALL TIMES.

14. STOCKPILED SOIL SHALL BE LOCATED FAR ENOUGH FROM STREAMS AND DRAINAGEWAYS SO THAT RUNOFF CANNOT CARRY SEDIMENT DOWNSTREAM. PROVIDE BMP'S TO CONTROL SEDIMENT FROM STOCKPILED SOIL.

15. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

16. PERMANENT SOIL STABILIZATION WITH PERENNIAL VEGETATION SHALL BE APPLIED AS SOON AS PRACTICABLE AFTER FINISH GRADING AND NO LATER THAN FOURTEEN (14) DAYS AFTER EARTH MOVING HAS ENDED.

17. ALL ON SITE SLOPES MUST BE NO STEEPER THAN 2:1. ANY SLOPE STEEPER THAN 2:1 MUST BE STABILIZED WITH A RETAINING WALL OR OTHER SLOPE STABILIZATION METHOD AND HAVE A 4 FOOT (MIN.) CONTINUOUS FENCE INSTALLED AT THE TOP.

18. SILT FENCES MUST BE INSTALLED ON THE DOWNSHILL SIDE OF ALL LAND DISTURBING ACTIVITIES. STRAW BALES MAY NOT BE USED AS A SEDIMENT BARRIER. A BRUSH BARRIER IS AN ACCEPTABLE ALTERNATIVE TO SILT FENCE.

19. BMP'S MUST BE INSTALLED TO MINIMIZE OFFSITE VEHICLE TRACKING OF SEDIMENTS AND THE GENERATION OF DUST.

20. REFER TO THE MANUAL FOR ADDITIONAL PRACTICES AND METHODS.

21. OFFSITE BORROW PITS OR WASTE AREAS MUST HAVE AN APPROVED EROSION AND SEDIMENTATION CONTROL PLAN.

22. STEPHEN R. RICHARDS, PE OR SOMEONE UNDER HIS DIRECT SUPERVISION HAS VISITED THIS SITE PRIOR TO THE DESIGN OF THE E&SC PLAN.

23. PER THE REQUIREMENTS OF THE STATE OF GEORGIA, THE DESIGN PROFESSIONAL WHO PREPARED THE ESPC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMP'S WITHIN SEVEN (7) DAYS AFTER INSTALLATION. THE OWNER MUST NOTIFY THE DESIGN PROFESSIONAL IN WRITING, AT LEAST ONE (1) WEEK PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE THE INSPECTION. WITHOUT THE INSPECTION, THE SITE WILL NOT BE IN COMPLIANCE AND MAY BE SUBJECT TO FINES OR OTHER ACTIONS FROM THE STATE OF GEORGIA. RICHARDS & ASSOCIATES ENGINEERING, INC. WILL NOT BE RESPONSIBLE FOR THE CLIENT'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT.

24. THIS DRAWING HAS BEEN PREPARED FOR EROSION, SEDIMENTATION AND POLLUTION CONTROL PERMITTING PER THE REQUIREMENTS OF THE STATE OF GEORGIA. ADDITIONAL PERMITS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ABDING BY THE REQUIREMENTS OF ISSUANCE. ADDITIONAL PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, WETLANDS PERMITS FROM THE US ARMY CORPS OF ENGINEERS AND STREAM BUFFER ENCROACHMENT PERMITS FROM GAEPD AND SURFACE MINING PERMITS FROM GAEPD.

25. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, CONTACT THE ENGINEER IMMEDIATELY FOR GUIDANCE ON ADDITIONAL BMP'S OR MODIFICATION TO EXISTING BMP'S. ANY DEVIATION FROM THE PLAN MUST BE DESIGNED BY THE ENGINEER AND THE PLAN REVISED.

26. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

27. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USEFUL LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.

28. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.

29. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.

30. EROSION CONTROL MEASURES AND PRACTICES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBING ACTIVITIES.

31. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTIONS.

32. THIS SITE IS LOCATED WITHIN 200' OF A TROUT STREAM AS DEFINED BY GAEPD.

33. A WETLANDS STUDY HAS NOT BEEN PERFORMED ON THIS SITE. THERE ARE NO KNOWN WETLANDS ON THIS SITE.

34. THERE ARE NOT STATE WATERS LOCATED ON OR WITHIN 200' OF THE SITE.

35. A PORTION OF THIS PROPERTY DOES LIE WITHIN A 100-YEAR FLOOD ZONE AS SHOWN ON MAPS PREPARED FOR THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE ADMINISTRATION OF THE FLOOD INSURANCE PROGRAM-PANEL NO. 11313C0138D, EFFECTIVE DATE 8/19/2007.

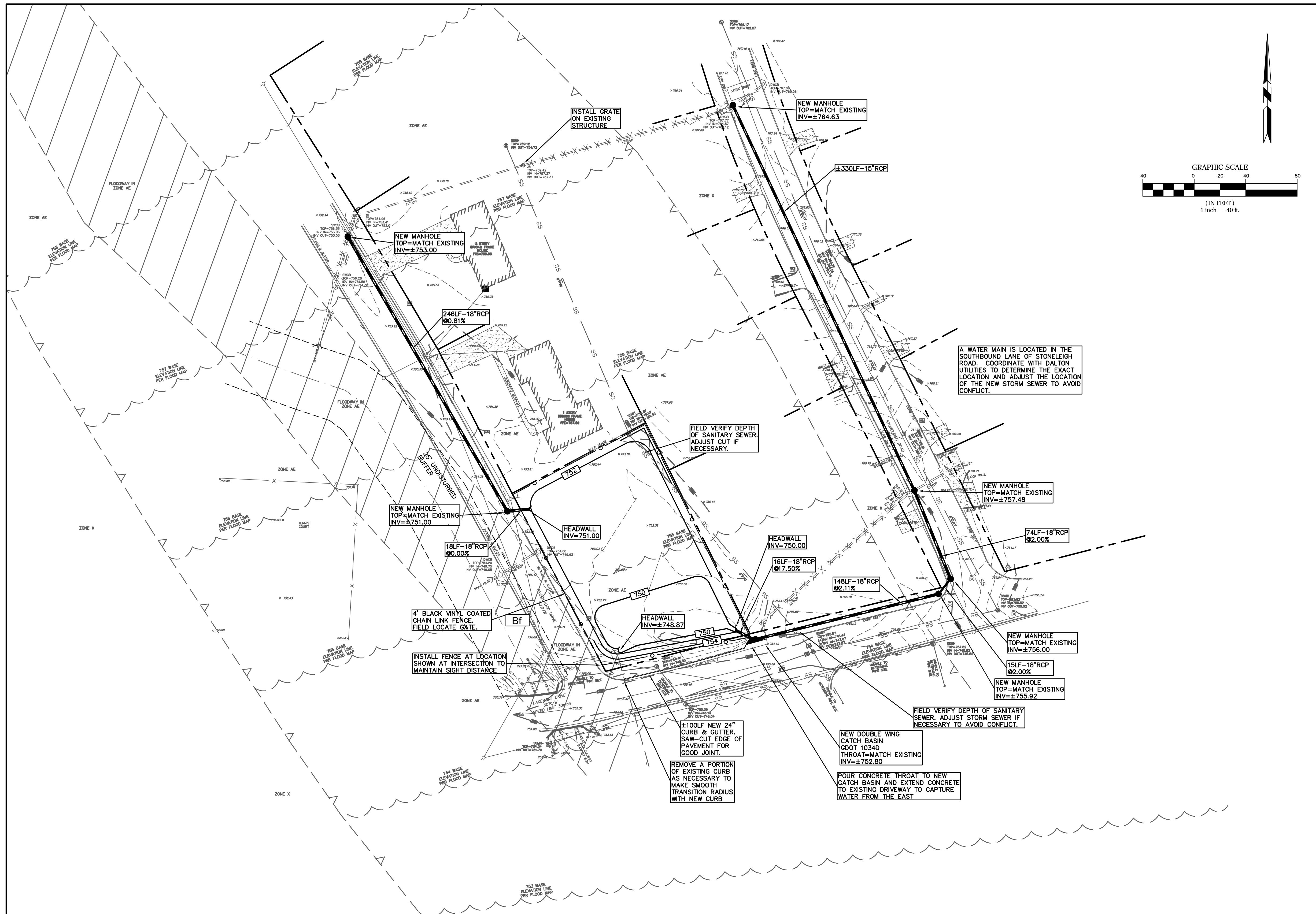
RAE
RICHARDS & ASSOCIATES ENGINEERING, INC.
CIVIL ENGINEERING + LAND PLANNING
P.O. BOX 220 CHATSWORTH, GA 30705

GA PROFESSIONAL ENGINEER NO. 26730
LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 8688
STEPHEN R. RICHARDS
RICHARDS & ASSOCIATES ENGINEERING, INC.

PROJECT 915 BROOKWOOD DRIVE
CLIENT BROOKWOOD DRIVE
CITY OF DALTON DALTON, GA
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

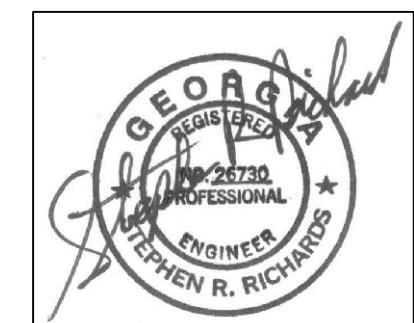
Revisions Date
Drawing Title
SOIL EROSION
SEDIMENTATION
AND POLLUTION
CONTROL
NOTES

DATE 2/26/21 DRAWING NO. C5
PROJECT NO. 20-037



CONSTRUCTION NOTES

- CONTRACTOR SHALL VERIFY EXISTING TOPOGRAPHIC DATA, LOCATIONS OF EXISTING UTILITIES, AND ALL OTHER SITE CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL CONFINE HIS OFF-SITE ACTIVITIES TO EXISTING RIGHTS OF WAY AND EASEMENTS.
- ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER (SEE PLANS).
- PLACE 4" OF TOPSOIL OVER THE ENTIRE POND AREA TO SUPPORT VEGETATION.
- ALL CONSTRUCTION WITHIN STREET RIGHT-OF-WAY SHALL CONFORM TO CITY OF DALTON REQUIREMENTS.
- ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT WITH A RUBBER GASKET CONFORMING TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH ASTM C-443 AND C-444. THE C-443 PIPE WALL THICKNESS SHALL BE IN ACCORDANCE WITH 1030-D, GEORGIA DOT SPECIFICATION, TABLE NO. 1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS AND BRIDGES.
- ALL PIPE LENGTHS AND SLOPES ARE SHOWN TO THE CENTER OF THE STORM STRUCTURE AND ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LENGTHS, BASED ON THE TYPE AND SIZE OF STRUCTURE USED FOR THE INLET TOP. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF THE STORM STRUCTURE BASED ON THE INLET TOP REQUIRED.
- CONTRACTOR MUST ENSURE THAT ALL DOWNSTREAM DRAINAGE WAYS ARE CLEAR OF DEBRIS PRIOR TO FINAL INSPECTION BY THE ENGINEER. COORDINATE WITH NEIGHBORS OR APPROPRIATE RIGHT-OF-WAY AUTHORITY PRIOR TO BEGINNING WORK OUTSIDE THE BOUNDARY OF THIS SITE. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO OFF-SITE PROPERTIES.
- FLOWABLE FILL CONCRETE SHALL BE USED TO FILL ALL STORM SEWER PIPES TO BE ABANDONED.
- ALL MANHOLES IN THE ROAD SHALL BE TRAFFIC RATED.



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

PROJECT
915 BROOKWOOD DRIVE
BROOKWOOD DRIVE
DALTON, GA
CLIENT
CITY OF DALTON
PO BOX 1205, 535 ELM STREET
DALTON, GA 30722

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Revisions Date

Drawing Title

PRELIMINARY
GRADING
AND
DRAINAGE
PLAN 1/4/2021

DATE 2/26/21 DRAWING NO. C7
PROJECT NO. 20-037

GRADING & DRAINAGE LEGEND	
PROPOSED CURB	—
PROPERTY LINE	— - -
PROPOSED STORM SEWER	████████
PROPOSED STORM INLET	██████
EXISTING STORM SEWER	□
EXISTING CONTOUR	700
PROPOSED CONTOUR	700
SOIL BOUNDARY	—
PROPOSED SPOT ELEVATION	+700.00
EXISTING SPOT ELEVATION	715.92
DROP INLET	● DI
SAFETY END SECTION	▲ SES
HEADWALL	HDWL
JUNCTION BOX	○ JB
REINFORCED CONCRETE PIPE	RCP
CORRUGATED METAL PIPE	CMP
RIP-RAP	—
EXISTING FEATURES ARE SCREENED	████████

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: April 01, 2021

BID DATE: Tuesday, April 6, 2021

BID TIME: 2 PM ET

BID LOCATION: City of Dalton Finance Department

CONTRACTOR ACTION:

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

INTERPRETATIONS:

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

1. Can Stoneleigh Drive be closed to thru traffic during work hours since it connects to both Walnut Avenue and Lakemont Drive? **No, only single lane closures are allowed.**
2. What are the hours that the contractor will be allowed to install lane closures for this project? **Lane closures are permitted between 7:01 AM and 8:59 PM.**
3. The bid documents state that the house will be removed by the City. Will the City also be removing the existing driveway and sidewalks to the house? **The City will be removing the house prior to the project start. However, the Contractor will be responsible for the removal of the existing footers, the existing driveway, and the existing sidewalk.**
4. It appears that based on the pay items that the intent is to fully backfill the trenches in the roadway with TP 2 Backfill. Please Confirm. **This item is addressed in the bid package under Section 400 note 13. Please refer to the detail provided there.**
5. The two new junction boxes that are being installed on Stoneleigh at existing pipe crossings are being installed upstream of the existing catch basins adjacent to these new manholes. The plans do not indicate that anything should be done to the existing catch basins. Unless modifications are made to the existing catch basins a certain amount of water will pool in the downstream catch basin before the water level rises enough to flow back upstream to the new junction box and then down the new storm drain and water will always



hold in these two structures. Should any modifications be made to the existing catch basins at these two locations? **Contractor is responsible to create positive drainage from the existing catch basin to the new junction boxes. Please see updated bid form for the addition of two (2) GDOT 1034D (668-1110) catch basins.**

6. Are precast headwalls acceptable in lieu of cast in place headwalls? Yes, pre-cast structures may be used in lieu of cast in place headwalls. Please note that the front and back of all joints must be mudded.
7. There appears to be a rear driveway from 924 Stoneleigh Road that exits onto Lakemont that will be affected by construction, however we do not see a pay item for replacement of this driveway. Please advise. **Additional pay item has been added to address replacement of this driveway. Please see updated bid form.**
8. Stoneleigh Road currently has centerline and edge striping that will likely be damaged during construction. Will the contractor be required to replace any striping that is damaged? **No, the striping will not be the responsibility of the contractor. The City will address these items after project completion.**
9. Who will be responsible for adjustment of any sanitary sewer and water services that may be in conflict with the work? **Contractor shall make reasonable effort to avoid, or work around, any utility conflicts in coordination with utilities services. If conflict cannot be avoided, the contractor shall be responsible for adding a junction box at the contract unit rate, as directed by the City.**
10. The Phase 2 Erosion Control Plan shows Rt-B to be installed at the new outlet headwall of the pond. Will there be a pay item added for this work or should it be included in other pay items? **Additional pay item has been added to address this. Please see updated bid form.**
11. The plans indicate that 4' tall fence should be installed and the pay items say 6' fence. Please confirm the required height of the proposed fence. **The correct height for the fence shall be 6' - 0".**

BY:

Megan Elliott
Project Engineer

Attachments:

- Revised Bid Form

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