



**MAYOR AND COUNCIL MEETING
MONDAY, NOVEMBER 18, 2019
6:00 PM
DALTON CITY HALL**

A G E N D A

WORK SESSION – 5:15 P.M. – COUNCIL CHAMBER

1. Review of Agenda

REGULAR MEETING – 6:00 P.M. – COUNCIL CHAMBER

Call to Order

Pledge of Allegiance

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

Minutes:

1. Mayor and Council Work Session & Regular Meeting Minutes of November 4, 2019

New Business:

2. Contract for Services with Keller Outdoor, Inc. for the Botany Woods Drive Landscaping Project
3. Contract for Services with Gracie Gray Contractors, Inc. for the 2019 Guardrail Project for Various Locations
4. Purchase Order - Oldcastle Precast Box Culvert Materials - Crown Creek Crossing Project
5. Airport Equipment Maintenance Contract with Charles M. Angley d/b/a AeroNav Maintenance for Navigational Aids at Dalton Municipal Airport
6. Annual Update to the GDOT 5 year Capital Improvement Plan (CIP) for Dalton Municipal Airport
7. Resolution 19-17 - Election Results Certification
8. Resolution 19-18 Authorizing Membership in GMA Worker's Compensation Self-Insurance Fund

- [9.](#) Parks and Recreation Sponsorship Agreement with Coca-Cola Bottling Company
- [10.](#) Renewal of Lease with Dalton Little Theater
- [11.](#) First Reading Ordinance 19-17 Personal Transportation Vehicles
- [12.](#) Approval of Encroachment Agreement with Naik Properties LLC 1301 E. Walnut Ave

Supplemental Business:

Adjournment

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
NOVEMBER 4, 2019

The Mayor and Council held a Work Session this evening beginning at 5:15 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the items on the agenda.

UPDATE FROM DALTON HOUSING AUTHORITY

George Woodward from the Housing Authority came to the Mayor and Council to present recent updates made to the Dalton Housing Authority. Woodward stated the presentation is to show the good work that is going on in the housing authority including the preventative maintenance initiative. Woodward also stated that the Authority wanted to show their appreciation for the City of Dalton's CDBG funding that has been instrumental. Woodward introduced Board Members David McKone, Amber Verner and Antoine Simmons.

David McKone presented a PowerPoint presentation entitled Dalton Housing Authority "A look at our Progress". The presentation outlined improvements and upgrades of several housing authority properties. The improvements include new roofs, attic insulation, new windows and storm doors, bathroom remodels, central heat and air systems, painted exteriors and landscaping. McKone stated that with improvements, the Authority hopes tenants will experience lower utility bills in the future.

Board member Amber Verner outlined the section of the presentation that expounded on the resident outreach, mobile food pantry and the multiple outreach events each year for residents including the resident appreciation events.

Council member Denise Wood stated that she appreciates the outreach to the residents.

McKone additionally defined a new program the Housing Authority has started that gives new residents one month free rent so that they can pay the deposit to Dalton Utilities for electricity. David stated that Dalton Utilities' formula is to take the highest (2) months of usage in the prior year to decipher the deposit. McKone stated in some cases the deposit equals more than a month's rent. McKone further stated that residents cannot afford the deposit so the housing authority has been subsidizing the cost at up to 4,000 - 5,000 thousand dollars a month.

UPDATE FROM DALTON HOUSING AUTHORITY

Continued

Council member Annalee Harlan asked Council member Crews (liaison to the Water Light and Sinking Fund Commission) if he would bring to the attention of Dalton Utilities to review/revise the formula for the initial hookup given the formula is for non-subsidize housing but the housing authority is subsidized. Council member Crews agreed to do so.

Resolution 19-13 Resolution Supporting Locally-Established Building Design Standards for Residential Dwellings

City Administrator Jason Parker explained that some members of the Council met with the local realtors association to review their issues and concerns with the resolution as written. Parker stated after some minor modifications, the resolution is ready for the Councils review.

Storm water Maintenance Agreement

Humane Society of Northwest Georgia Inc.

Public Works Director Andrew Parker explained the City actually owns the property that the Humane Society sits on located at the corner of Veterans Drive and Hale Bowen Drive. Parker stated the City leased the property to the Joint Development Authority and in turn they subleased the property to the Humane Society of Northwest Georgia. Parker stated the Storm water maintenance agreement is required for all new builds. Parker stated it requires the owner to maintain the storm water maintenance improvements that is required to obtain a certificate of occupancy.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 5:36 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
NOVEMBER 4, 2019

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor Dennis Mock, Council members Denise Wood, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney Gandhi Vaughn and several department heads.

PLEDGE OF ALLEGIANCE

Mayor Dennis Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

The Mayor and Council reviewed the agenda, on the motion of Council member Wood, second Council member Goodlett, the agenda was approved. The vote was unanimous in favor.

PROCLAMATION - EMPLOYEE LEARNING WEEK - DECEMBER 2-6, 2019

Doug Dillard, Director of Membership

The Mayor and Council proclaimed December 2-6, 2019 as Employee Learning Week in the City of Dalton and designated this time for organizations to recognize the value of employee learning.

PUBLIC COMMENTARY

Octavio Perez addressed the Mayor & Council regarding the ongoing issues dealing with Unified Zoning, specifically spot zoning. Perez stated that he had reported to the Mayor and Council on April 15, 2019 and was told that the City is checking on the issues with the Building Inspector but after speaking with Building Inspection, Perez stated that is not the case. Perez stated he just needs to know if the City is going to deal with this issue or not?

City Administrator Jason Parker stated to Perez that at the last meeting the City stated they were in discussions with the Planning and Zoning Commission. Parker stated reviewing the unified zoning plan, other related problems, and in addition to what you have raised, is a lengthy process for resolution.

Perez reminded that prior to the Unified Zoning being adopted he made the City aware of several discrepancies and the Mayor and Council at the time stated that they would review these discrepancies case by case after adoption. However, he stated the City did not look at all angles prior to adoption.

Mayor Mock stated that he has talked to the Chattanooga Building and Zoning Department and they will give Dalton some ideas on what they are doing to make neighborhoods better.

Director of Tourism Margaret Thigpen reminded everyone that GRPA – Georgia Recreation and Parks Association will be in the Dalton community until Thursday and asked all to welcome them.

PUBLIC COMMENTARY

Continued

Ed Painter addressed the Mayor and Council from a citizen point of view stating that he could not understand why the City and County can't solve their issues regarding the Service Delivery Agreement. Painter stated the end result could leave lasting wounds, Painter stated it's like football, it's a team sport and the city and county should be a team to benefit the community as a whole.

MINUTES

The Mayor and Council reviewed the Mayor and Council Work Session and Regular Meeting Minutes of October 21, 2019. On the motion of Council member Wood, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

APPOINTMENT OF ANDREW PARKER AS PUBLIC WORKS DIRECTOR

On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council appointed Assistant Public Works Director Andrew Parker as the Director of Public Works. The vote was unanimous in favor.

Parker stated thank you for the opportunity and he looks forward to continuing to deliver high quality service to the community.

RESOLUTION 19-13 SUPPORTING LOCAL DESIGN STANDARDS

The Mayor and Council reviewed Resolution 19-13 Supporting Locally-Established Building Design Standards for Residential Dwellings. Octavio Perez requested City Attorney Gandhi Vaughn to read paragraph 2 and 4 of the Resolution and explain. Attorney Vaughn stated that House Bill 302 prohibits local governments from adopting or enforcing ordinances or regulations relating to or regulating building design elements as applied to one or two-family dwellings. Gandhi further stated the resolution will allow the city of Dalton to continue to adopt and enforce its on ordinances when it comes to local building. On the motion of Wood, second Harlan, the Resolution was adopted. The vote was unanimous in favor.

2019 ALCOHOL BEVERAGE APPLICATION RECOMMENDATION

The Mayor and Council reviewed the following 2019 alcohol application:

Business Owner: Jaime Barragan & Javier Barragan
d/b/a: Alondra's # 2
Applicant: Kristina Barragan
Business Address: 101 W. Walnut Ave Suite 9
Type: Pouring Beer
Disposition: New

On the motion of Council member Harlan, second Council member Crews, the Mayor and Council approved the application. The vote was unanimous in favor.

STORMWATER MAINTENANCE AGREEMENT – HUMANE SOCIETY OF NORTHWEST GEORGIA, INC.

The Mayor and Council reviewed the Storm Water Maintenance Agreement for the Humane Society of Northwest Georgia requiring an onsite storm water management facility prior to the issuance of the Certificate of Occupancy for the property. On the motion of Council member Wood, second Council member Harlan, the agreement was approved. The vote was unanimous in favor. A copy of the agreement is a part of these minutes.

RESOLUTION 19-16 DEDICATION OF WAUGH STREET BRIDGE IN HONOR OF BENNY J. DUNN

The Mayor and Council reviewed Resolution 19-16 regarding the dedication of the Waugh Street Bridge in Honor of former Public Works Director Benny Dunn for a combined 54 years as a public Servant with both the City and Georgia Department of Transportation. Dunn served as the project engineer for the Waugh Street Bridge which opened to traffic in October 1973. On the motion of Council member Crews, second Council member Goodlett, the resolution was adopted. All were in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:17 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded

Approved: _____

Posted: _____



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/18/2019

Agenda Item: Contract for Services with Keller Outdoor, Inc. for the Botany Woods Drive Landscaping Project

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$25,724.00 (unit pricing)

Funding Source if Not in Budget Special Project Account

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

This contract for services with Keller Outdoor, Inc. is to perform the Botany Woods Drive Landscaping Project as per Southeastern Engineering's plan set dated 04/22/2019.

The purpose of this project is to revegetate the newly reconstructed slope, which was clear cut during the slope repair project. The construction easement with the property owner required that the slope be revegetated as per the SEI plan.

Three (3) bids were received for completion of this work, and Keller Outdoor was the low bidder at \$25,724.00.

The Finance Department has created a charge account (#144800-165010-17048) to fund this project.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For
PROJECT:

**BOTANY WOODS DRIVE SLOPE LANDSCAPE
REPLANTING PROJECT**

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

ADVERTISEMENT FOR BID

**CITY OF DALTON, GA
BOTANY WOODS DRIVE LANDSCAPE REPLANTING PROJECT**

Sealed bids will be received by the City of Dalton for **BOTANY WOODS DRIVE LANDSCAPE REPLANTING PROJECT** on Tuesday, October 29, 2019 until 2:00 PM at the Finance Department located at 300 W. Waugh Street, Dalton, Georgia 30722. Bids will be publicly opened and read aloud at that time.

PROJECT DESCRIPTION

The work consists of replanting the slope following all plans and specifications for the **BOTANY WOODS LANDSCAPE REPLANTING PROJECT**. One contract shall be awarded covering all work. The bid submitted will be for furnishing all necessary supervision, materials, labor and equipment required for satisfactorily completing the specified work. The contract completion date for this project is **January 31, 2020**.

The contractor awarded the bid must provide workers' compensation insurance for all Contractor's employees and agents, and must maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by the Contractor. Additionally, the Contractor must be able to satisfy the requirements of the City's vendor packet for service providers located on the City's website www.cityofdalton-ga.gov on the Finance Department's Policies and Forms page.

In order to be considered a responsive bidder, the Contractor must be in compliance with the Georgia Security and Immigration Compliance Act and **shall submit with their bid**, a signed and notarized affidavit verifying its compliance O.C.G.A. §13-10-91, which verifies its participation in the federal work authorization program commonly known as E-Verfiy.

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

Envelope containing the bid must be sealed, addressed to **CINDY JACKSON, FINANCE DIRECTOR, CITY OF DALTON, 300 W. WAUGH STREET, DALTON GA. 30721** and marked as follows: "**BID FOR PUBLIC WORKS BOTANY WOODS DRIVE LANDSCAPE REPLANTING PROJECT**".

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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CONTRACT FOR SERVICES

THIS AGREEMENT is made this 18th day of November, 2019, between the City of Dalton, Georgia, a municipal corporation ("City"), with a principal place of business at 535 Elm Street (PO Box 1205), Dalton, Georgia, 30722 and Keller Outdoor, Inc. ("Contractor"), with a principal place of business at 190 North Park Drive, Chatsworth, Ga 30705.

1. Term. This agreement will become effective on the date stated above and will continue in effect until the services provided for under this agreement have been performed, unless otherwise terminated as provided in this Agreement.
2. Services.
 - a. Contractor agrees to perform the services specified in the **Botany Woods Drive Landscape Replanting Project plans and specifications** attached to this Agreement as Exhibit A and incorporated herein.
 - b. Contractor will determine the method, details, and means of performing the services described in Paragraph 2(a). Unless otherwise outlined by the specifications.
 - c. Contractor may, at Contractor's own expense and responsibility, employ any assistants that contractor deems necessary to perform the services required of Contractor by this Agreement. Contractor's relationship to city shall be that of an independent contractor. Neither Contractor nor its employees shall have any right to participate in any City employee-benefit plan or program.
3. Consideration.
 - a. In consideration for the services to be performed by Contractor, City agrees to pay to Contractor under unit pricing for all trees and shrubs listed in the total base bid version of the owner provided **Bid Proposal Form**, attached hereto and incorporated herein.
 - b. In consideration for the services to be performed by the Contractor, City agrees to pay to Contractor under lump sum pricing in the amount of **\$13,700.00**, which is the total of the itemized incidentals added to by the Contractor as a modification to the owner provided **Bid Proposal Form (Proposal from Keller Outdoor, Inc.)**. No additional, or separate, payment shall be made for any overruns on the itemized incidentals or additional incidental items (labor or materials). The maximum lump sum for incidentals shall be **\$13,700.00**, and the maximum contract total shall be **\$25,724.00**.
4. Obligations of Contractor.
 - a. Contractor agrees to devote the time set forth in the **Botany Woods Drive Landscape Replanting Project plans and specification** to the performance of the services described in this agreement. Contractor may represent, perform services for, and be employed by any additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.
 - b. Contractor agrees that all services described in this Agreement must be fully completed no later than **January 31, 2020**. Contractor further agrees to pay as liquidated damages the sum of **\$200** for each consecutive calendar day thereafter for unfinished work until final completion is achieved.
 - c. Contractor will supply all manpower to perform these services.
 - d. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.
 - e. Contractor agrees to maintain a policy of insurance in the minimum amount of **\$1,000,000** to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this agreement. Contractor further agrees to indemnify and hold City harmless from any and all claims arising from any such negligent act or omission.
 - f. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City.
5. Obligations of City.
 - a. City agrees to give due consideration to all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

- b. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor.

6. Termination.

- a. Unless otherwise terminated as provided in this Agreement, this Agreement shall continue in force until the services provided for have been fully and completely performed and shall then terminate.
- b. This Agreement shall terminate automatically on the occurrence of any of the following events.
 - i. Bankruptcy or insolvency of either party.
 - ii. Sale of the business of Contractor.
 - iii. Death or dissolution of Contractor.
 - iv. Assignment of this Agreement by either party without the consent of the other party.
- c. If Contractor defaults in the performance of this Agreement or materially breaches any of its provisions, City, at City's option, may terminate this Agreement by giving two (2) days written notification to Contractor. For the purposes of this section, material breach of this Agreement shall be determined in the reasonable discretion of the City.
- d. Prior to execution of the contract, Contractor shall provide the City with a **Performance Bond** for **100%** of the agreed contract price, **\$25,724.00**.
- e. If City fails to pay Contractor all or any part of the compensation set forth in this Agreement on the date due, Contractor, at Contractor's option, may terminate this agreement if the failure is not remedied by City within ten (10) days after notice from Contractor that payment is overdue.

7. Miscellaneous

- a. Any notices to be given under this Agreement by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement. However, each party may change the address for receipt of notice by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated two (2) days after mailing.
- b. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for city and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- c. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without.
- d. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- e. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- f. All work performed under this Contract shall be fully guaranteed by the Contractor until satisfactory leafout, as determined by the City Arborist, from the date of final inspection and acceptance by the City.

Executed at Dalton, Georgia on the date first written above.

CITY:
The City of Dalton, Georgia

CONTRACTOR:

By: _____.

By: _____.

Print Name: Dennis Mock, Mayor .

Print Name: _____.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **GEORGIA DEPARTMENT OF HUMAN SERVICES** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

SLIN0867
Federal Work Authorization User Identification Number

2014
Date of Authorization

Keller Outdoor, INC.
Name of Contractor

Botany Woods
Name of Project

GEORGIA DEPARTMENT OF HUMAN SERVICES
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 11, 2019 in Chatsworth (city), Georgia (state).

Jim Akell
Signature of Authorized Officer or Agent

Jim A Keller
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 11th DAY OF OCTOBER, 201 9.

Kathy Hogan Green
NOTARY PUBLIC

My Commission Expires:


KATHY HOGAN GREEN
NOTARY PUBLIC
Murray County
State of Georgia
My Comm. Expires March 12, 2021



Bid Proposal Form- Botany Woods Drive Landscape Replanting Project

Item Number	Item Description	Quantity	Unit	Bid Unit Price	Total Cost
702-0049	AMELANCHIER ARBOREA / DOWNEY SERVICEBERRY - 1.5 INCH MIN CAL, 8 FT	6.0	EA	\$ 95	\$ 570
702-0007	ACER BUERGERIANUM / TRIDENT MAPLE - 1.5 INCH MIN CAL, 8 FT	4.0	EA	\$ 95	\$ 380
702-0015	ACER FLORIDANUM / SOUTHERN SUGAR MAPLE - 1.5 INCH MIN CAL, 8 FT	8.0	EA	\$ 90	\$ 720
702-0030	ACER RUBRUM 'OCTOBER GLORY' / OCTOBER GLORY RED MAPLE - 1.5 INCH MIN CAL, 8 FT	3.0	EA	\$ 90	\$ 270
702-0140	CERCIS CANADENSIS 'FOREST PANSY' / FOREST PANSY REDBUD - 1.5 INCH MIN CAL, 8 FT	14.0	EA	\$ 105	\$ 1,470
702-0183	CORNUS KOUSA / KOUSA DOGWOOD - 1.5 INCH MIN CAL, 8 FT	15.0	EA	\$ 90	\$ 1,350
702-0268	FAGUS GRANDIFOLIA / AMERICAN BEECH - 1.5 INCH MIN CAL, 8 FT	3.0	EA	\$ 85	\$ 255
702-0800	PLATANUS OCCIDENTALIS / AMERICAN SYCAMORE - 1.5 INCH MIN CAL, 8 FT	5.0	EA	\$ 85	\$ 425
702-0880	QUERCUS FALCATA / SOUTHERN RED OAK - 1.5 INCH MIN CAL, 8 FT	9.0	EA	\$ 90	\$ 810
702-0909	QUERCUS STELLATA / POST OAK - 1.5 INCH MIN CAL, 8 FT	4.0	EA	\$ 85	\$ 340
702-0855	QUERCUS ALBA / WHITE OAK - 1.5 INCH MIN CAL, 8 FT	5.0	EA	\$ 90	\$ 450
702-1081	ULMUS AMERICANA / AMERICAN ELM - 1.5 INCH MIN CAL, 8 FT	5.0	EA	\$ 90	\$ 450
702-1072	THUJA 'GREEN GIANT' / GREEN GIANT ARBORVITAE - 1.5 INCH MIN CAL, 8 FT	12.0	EA	\$ 105	\$ 1,260
702-1072	THUJA OCCIDENTALIS 'NIGRA' / DARK AMERICAN ARBORVITAE - 1.5 INCH MIN CAL, 8 FT	11.0	EA	\$ 105	\$ 1,155
TOTAL TREES		104		Subtotal	\$ 9,905
702-0106	CALICARPA AMERICANA / AMERICAN BEAUTYBERRY - 3 GAL	21.0	EA	\$ 15	\$ 315
702-0106	HYDRANGEA QUERCIFOLIA / OAK LEAF HYDRANGEA - 3 GAL	31.0	EA	\$ 18	\$ 558
702-0479	ITEA VIRGINICA / VIRGINIA SWEETSPIRE - 3 GAL	27.0	EA	\$ 16	\$ 432
702-0924	RHODODENDRON 'ROBLEO' / AUTUMN BELLE BICOLOR AZALEA - 3 GAL	37.0	EA	\$ 22	\$ 814
TOTAL SHRUBS		116		Subtotal	\$ 2,119
				Total Base Bid	\$12,024

Company Name: Keller Outdoor, Inc.

Authorized Bid Rep. Signature:  - Zach Brown

Authorized Bid Rep. Title: Operations Manager

Plus See
 Below \$13,700
 Total \$25,724

50 yds of Hardwood Mulch \$ 18.00 = \$ 900
 138 Tree Stake Material \$ 7.97 = \$ 1,100
 Labor & Equipment to Plant Trees = \$ 8,100
 Labor & Equipment for mulch = \$ 2,700
 Estimated performance Bond = \$ 900
\$13,700





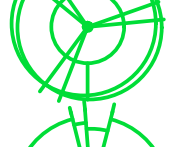



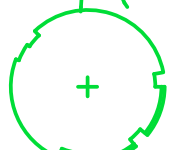
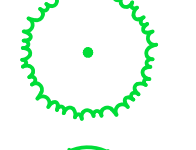
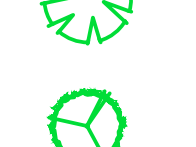
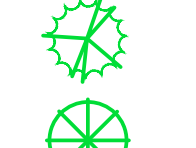

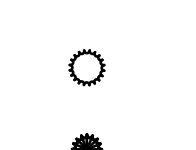
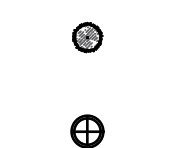

EXHIBIT A:

Botany Woods Landscape Replanting Project - Plans and Specifications





TREE REPLACEMENT LIST									
QTY	BOTANICAL NAME	COMMON NAME	CALIPER	MIN. HT.	MIN. WIDTH	SPACING	NOTES	% GENUS	% OVERSTORY
6	Amelanchier arborea	Downey Serviceberry	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	4.3%	4.3%
4	Acer buergerianum	Trident Maple	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	2.9%	2.9%
8	Acer floridanum	Southern Sugar Maple	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	5.8%	5.8%
3	Acer rubrum 'October Glory'	October Glory' Red Maple	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	2.2%	2.2%
14	Cercis canadensis	Eastern Redbud	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	10.1%	
15	Cornus kousa	Kousa Dogwood	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	10.9%	
3	Fagus grandifolia	American Beech	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	2.2%	2.2%
10	Pinus echinata	Shortleaf Pine (Bare Root)	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	7.2%	
24	Pinus taeda	Loblolly Pine (Bare Root)	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	17.4%	
5	Platanus occidentalis	American Sycamore	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	3.6%	3.6%
9	Quercus falcata	Southern Red Oak	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	6.5%	6.5%
4	Quercus stellata	Post Oak	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	2.9%	2.9%
5	Quercus alba	White Oak	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	3.6%	3.6%
5	Ulmus americana	American Elm	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	3.6%	3.6%
12	Thuja (standish x plicata) 'Green Giant'	Green Giant Arborvitae	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	8.7%	
11	Thuja occidentalis 'Nigra'	Dark American Arborvitae	1.5"	8'	6'	Per Plan	Full, Healthy, Free Of Pests, Straight Leader	8.0%	
115	TOTAL SHADE TREES	83.3%					TOTAL OVERSTORY %		38%
23	TOTAL EVERGREEN TREES	16.7%							
138	TOTAL TREES								

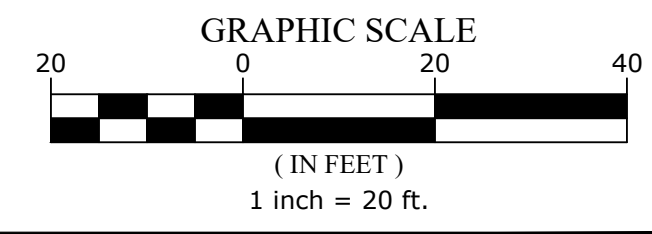
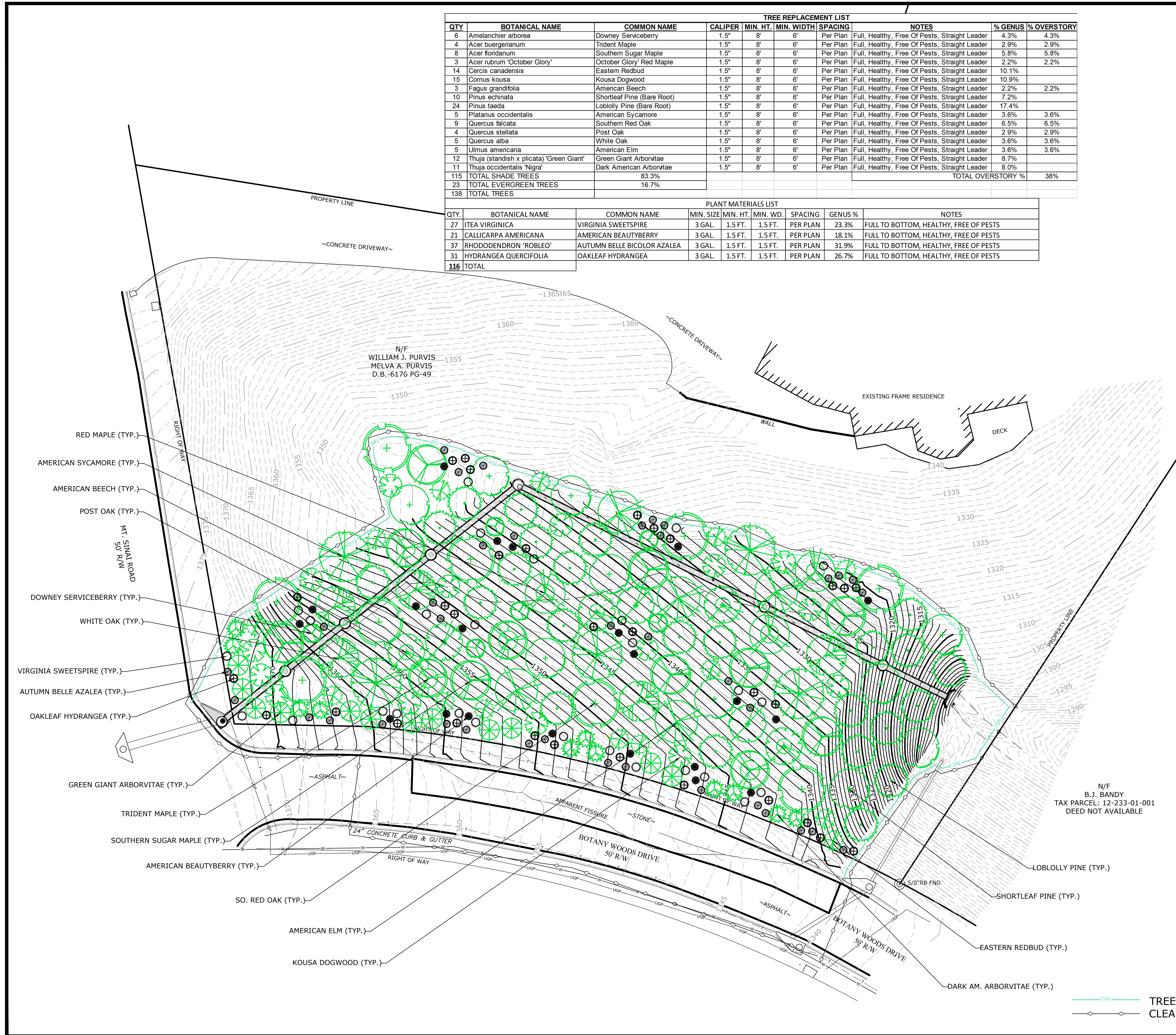
PLANT MATERIALS LIST							
QTY.	BOTANICAL NAME	COMMON NAME	MIN. SIZE	MIN. HT.	MIN. WD.	SPACING	NOTES
27	ITEA VIRGINICA	VIRGINIA SWEETSPIRE	3 GAL.	1.5 FT.	1.5 FT.	PER PLAN	FULL TO BOTTOM, HEALTHY, FREE OF PESTS
21	CALICARPA AMERICANA	AMERICAN BEAUTYBERRY	3 GAL.	1.5 FT.	1.5 FT.	PER PLAN	FULL TO BOTTOM, HEALTHY, FREE OF PESTS
37	RHODODENDRON 'ROBLEO'	AUTUMN BELLE BICOLOR AZALEA	3 GAL.	1.5 FT.	1.5 FT.	PER PLAN	FULL TO BOTTOM, HEALTHY, FREE OF PESTS
31	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	3 GAL.	1.5 FT.	1.5 FT.	PER PLAN	FULL TO BOTTOM, HEALTHY, FREE OF PESTS
116	TOTAL						

TREE KEY

-  SOUTHERN RED OAK
-  AMERICAN SYCAMORE
-  WHITE OAK
-  SOUTHERN SUGAR MAPLE
-  TRIDENT MAPLE
-  OCTOBER GLORY RED MAPLE
-  AMERICAN BEECH
-  POST OAK
-  AMERICAN ELM
-  SHORTLEAF PINE
-  LOBLOLLY PINE
-  KOUSA DOGWOOD
-  DOWNEY SERVICEBERRY
-  EASTERN REDBUD-MERLOT
-  GREEN GIANT ARBORVITAE
-  DRK AMERICAN ARBORVITAE


SHRUB KEY

-  VIRGINIA SWEETSPIRE
-  AMERICAN BEAUTYBERRY
-  AUTUMN BELLE AZALEA
-  OAKLEAF HYDRANGEA



FILE NAME: I:\CUSTOMERS_PROJECTS\031-19-082_Botany Woods Drive\Eng\Construction\031-19-082_L-PLAN.dwg PLOT STYLE: SEE-BASE-M.ctb PLOT DATE: 5/23/2019 USER: BRYAN GROVES

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO VERIFY EXISTING UTILITY CAPACITY PRIOR TO INITIATING DESIGN. THE ENGINEER MAKES NO GUARANTEES, NEITHER EXPRESSED OR IMPLIED, REGARDING EXISTING UTILITY LOCATION, CAPACITY OR CONDITION.



SOUTHEASTERN ENGINEERING, INC.
2410 Sandy Plains Road Marietta, Georgia 30066
Tel: 770-371-9516 Fax: 770-371-3935
www.seengineering.com

DATE	REVISION DESCRIPTION

CITY OF DALTON

535 ELM STREET DALTON, GA 30722
DALTON, GA, 30722
APARKER@CITYOFDALTON-GA-GOV

24-HOUR CONTACT INFORMATION
P. ANDREW PARKER, P.E. (706) 278-7077

TREE REPLACEMENT PLAN

BOTANY WOODS DR. SLOPE RECONSTRUCTION
PROJECT LOCATED AT:
BOTANY WOODS DR DALTON, GA, 30720
CITY OF DALTON

GEORGIA REGISTERED ENGINEER

NO. 32496
KAYWAYNE CLARK
04/22/19

ISSUED FOR:
REVIEW

Project No.: 931-19-082
Designed By: KWC
Issue Date: 4/19/18

L1.0.1

811
Know what's below.
Call before you dig.

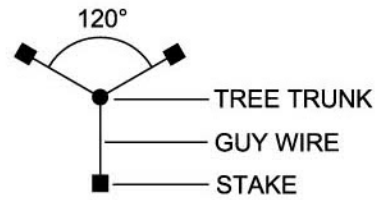
16

GENERAL NOTES

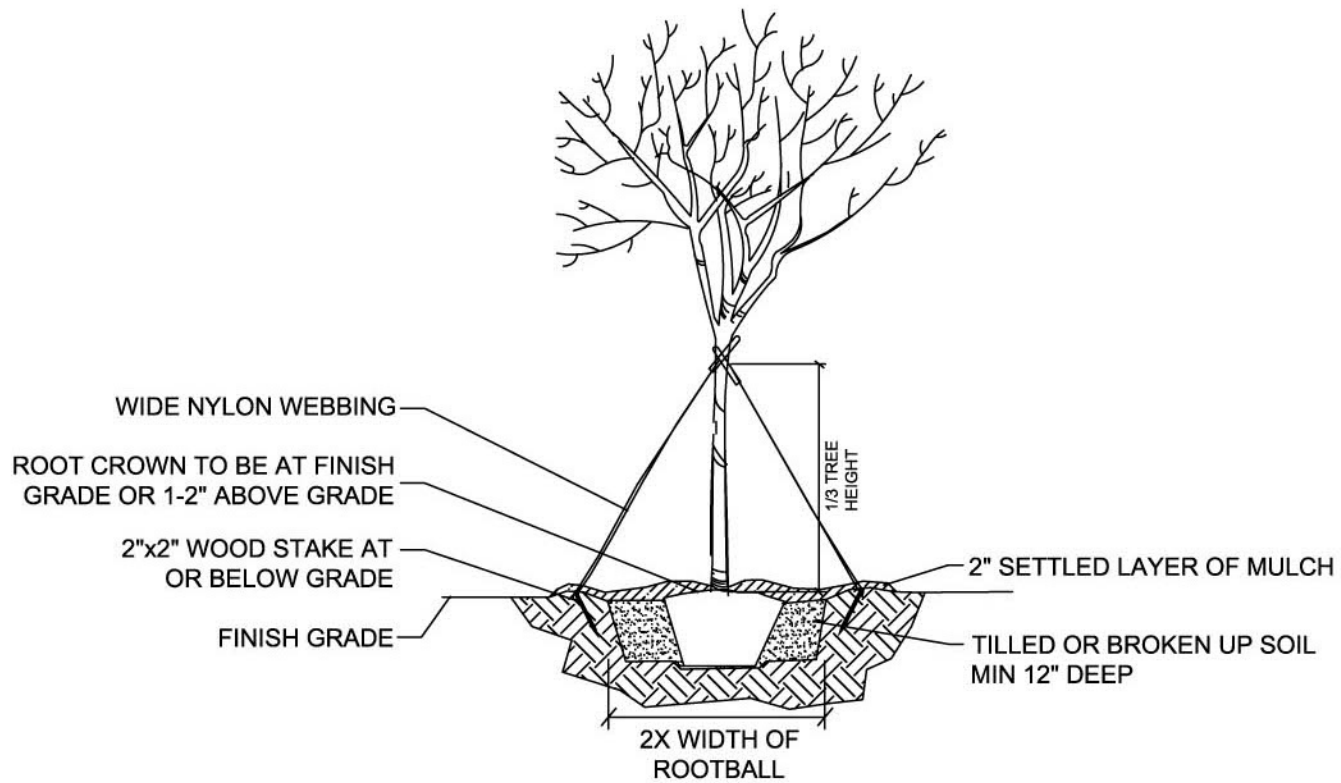
1. PRIOR TO CONSTRUCTION, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC., WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
2. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ACCURATE PLANT COUNTS PRIOR TO PRICING OF TREE, SHRUBS, PERENNIALS, ANNUALS, GROWDCOVERS, SOD, SEED AND PINE STRAW.
3. QUANTITIES ARE GIVEN FOR CONVENIENCE ONLY. THE LANDSCAPE CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN, AND SHALL PROVIDE AND INSTALL ALL PLANT MATERIAL SHOWN ON THE PLAN.
4. ALL PLANT MATERIAL CHOSEN MUST BE FREE OF DISEASE AND PESTS, BE OF GOOD QUALITY, WELL-SHAPED AND BRANCHED.
5. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED (B&B).
6. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS AS SPECIFIED.
7. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ARBORIST AND THE OWNER, BEFORE, DURING AND AFTER INSTALLATION.
8. ALL TREES MUST BE GUYED OR STAKED WHERE DIRECTED BY THE CITY ARBORIST.
9. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
10. SUPPLY OF BARE ROOT PINE SAPPLINGS BY THE CITY OF DALTON, BUT CONTRACTOR IS REponsible FOR PLANTING. DELIVERY WILL BE MADE ON DECEMBER 5TH, 2019. TIME IS OF THE ESSENCE WHEN PLACING THEM IN THE GROUND ONCE RECEIVED.
11. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTINGS (INCLUDING, BUT NO LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.), UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ARBORIST AND/OR THE OWNER (OR THEIR AUTHORIZED REPRESENTATIVES).
12. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL UNTIL SATISFACTORY LEAFOUT, AS DETERMINED BY THE CITY ARBORIST, BEGINNING AT THE DATE OF FINAL ACCEPTANCE. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE THE END OF THE GUARANTEE PERIOD (AS PER DIRECTION OF THE OWNER).
13. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK), SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
14. THERE WILL BE NO ADDITIONAL PAYMENT MADE FOR INCIDENTAL MATERIALS REQUIRED BY THE PLANTING DETAILS.

NOTES FOR DETAILS 1A & 2A: TREE PLANTING (>2" CAL.)

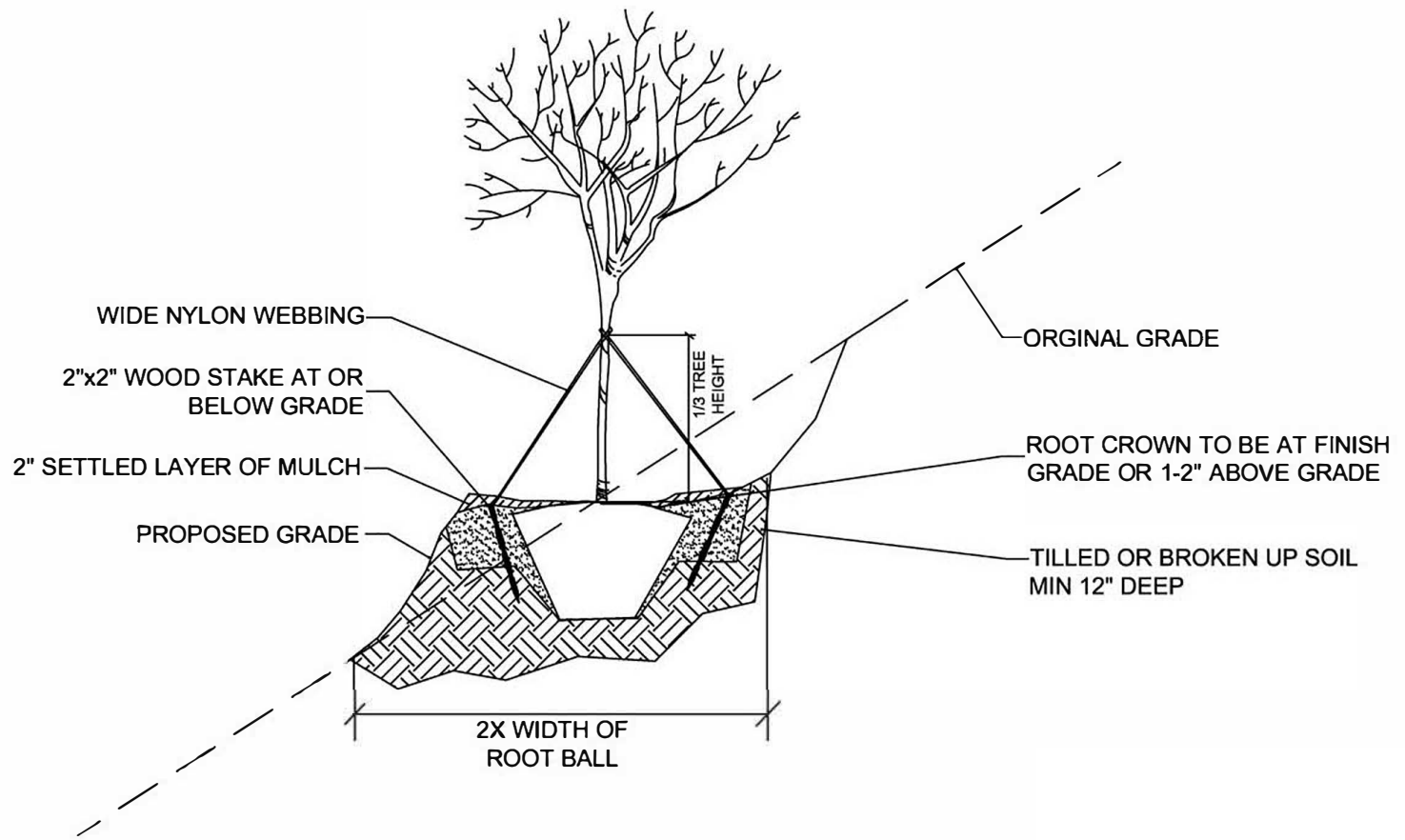
1. ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004). PLANT ACCORDING TO ANSI A300 PART 6.
2. DIG THE PLANTING HOLE A MINIMUM OF 2X WIDTH OF ROOTBALL FOR AT LEAST THE FIRST 12 INCHES OF DEPTH. BELOW 12 INCHES, DIG HOLE WIDE ENOUGH TO PERMIT ADJUSTING. DO NOT DIG THE HOLE DEEPER THAN ROOTBALL DEPTH.
3. SCARIFY THE SUBGRADE AND SIDES OF THE PLANTING HOLE WHEN PLANTING IN CLAY SOILS (MORE THAN 15% CLAY).
4. LIFT AND SET THE TREE BY ROOTBALL ONLY. DO NOT LIFT USING THE TREE TRUNK AND DO NOT USE TREE TRUNK AS A LEVER.
5. SET THE TOP OF THE ROOTBALL LEVEL WITH THE SOIL SURFACE OR SLIGHTLY HIGHER IF THE SOIL IS PRONE TO SETTLING.
6. IF CONTAINER GROWN PLANT, GENTLY SLIDE PLANT OUT OF CONTAINER. DISTURB THE ROOTS.
7. AFTER THE TREE IS SET IN PLACE, REMOVE BURLAP, WIRE AND STRAPS FROM AT LEAST THE UPPER 1/3 OF THE ROOTBALL.
8. BACKFILL WITH EXISTING SOIL THAT HAS BEEN WELL-TILLED OR BROKEN UP. DO NOT ADD AMENDMENTS TO THE BACKFILL SOIL. AMEND THE SURFACE WITH MULCH.
9. USE THREE 2" X 2" WOOD STAKES DRIVEN INTO UNDISTURBED SOIL A MINIMUM OF 16 INCHES. SPACE STAKES EQUALLY AROUND THE TREE.
10. ATTACH 3/4" NYLON WEBBING TO CONNECT THE TREE TO STAKES. ATTACH WEBBING AT 1/3 THE TREE HEIGHT.
11. APPLY A 2-3" (SETTLED) DEPTH OF BARK MULCH TO THE PLANTING SURFACE. LEAVE A 2" SPACE AROUND THE TRUNK FOR AIR CIRCULATION.
12. PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
13. REMOVE ANY TRUNK WRAP REMAINING AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED ON TRUNK.



PLAN VIEW



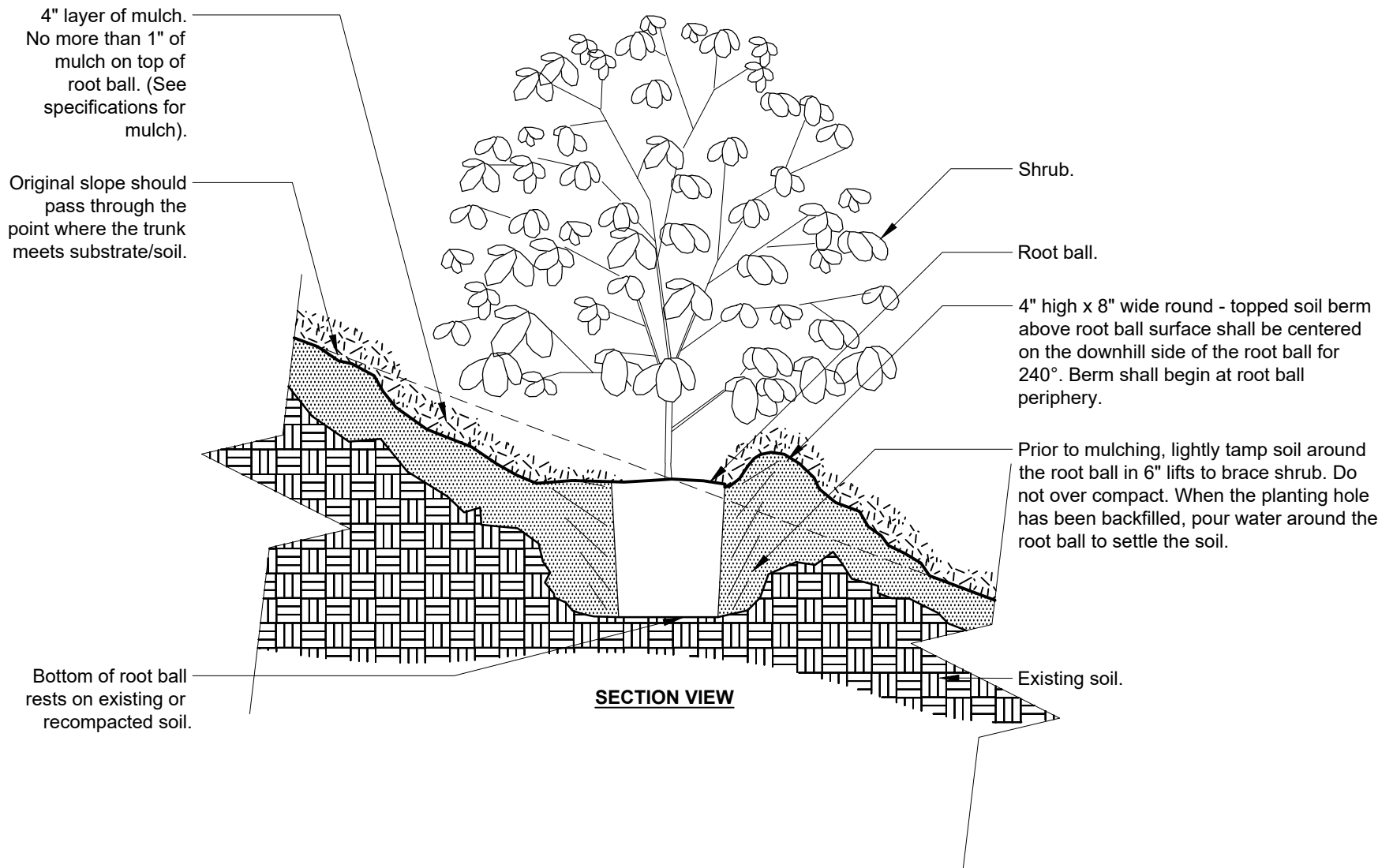
1A TREE PLANTING (>2" CAL.)
NOT TO SCALE



2A TYP. TREE PLANTING ON SLOPE
NOT TO SCALE

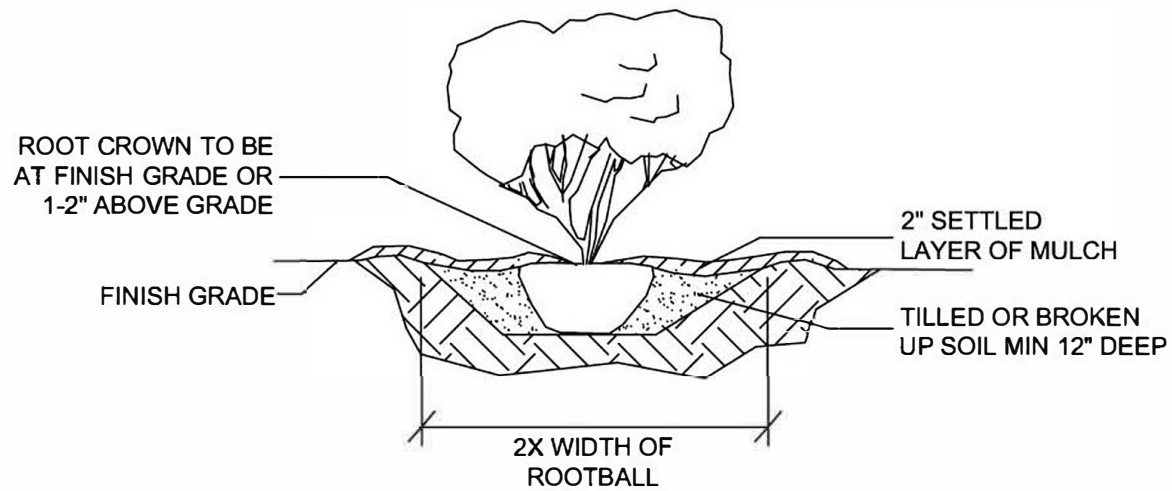
NOTES FOR DETAILS 1B & 2B: TYPICAL SHRUB PLANTING, INDIVIDUAL PLANTING HOLE

1. DIG PLANTING HOLE AT LEAST 2X THE WIDTH OF THE ROOT BALL OR CONTAINER.
2. SCARIFY SUBGRADE AND SIDES OF PLANTING HOLE WHEN PLANTING IN CLAY SOIL.
3. SET THE TOP OF THE ROOT BALL LEVEL WITH THE SOIL SURFACE, OR 1-2" ABOVE IF THE SOIL IS PRONE TO SETTLING.
4. IF CONTAINER GROWN PLANT, GENTLY SLIDE PLANT OUT OF CONTAINER. DISTURB THE ROOTS.
5. IF B&B PLANT, REMOVE BURLAP FROM AT LEAST THE TOP 12 INCHES OF THE ROOTBALL, WITHOUT DISTURBING THE ROOTBALL. REMOVE ALL CORD FROM THE TRUNK. REMOVE BURLAP AND WIRE BASKET (IF PRESENT) FROM THE ROOT BALL.
6. BACK FILL THE PLANTING HOLE WITH EXCAVATED NATIVE SOIL, BROKEN UP OR TILLED. WATER TO REMOVE AIR POCKETS. DO NOT ADD AMENDMENTS.
7. PLACE BARK MULCH ON THE SURFACE TO A (SETTLED) DEPTH OF 1 TO 3 INCHES.



1B

SHRUB ON SLOPE 5% (20:1) TO 50% (2:1) - MODIFIED SOIL



**TYP. SHRUB PLANTING:
 INDIVIDUAL PLANTING HOLE**

2B

NOT TO SCALE



CITY COUNCIL AGENDA REQUEST

Meeting Type:	Mayor & Council Meeting
Meeting Date:	11/18/2019
Agenda Item:	Contract for Services with Gracie Gray Contractors, Inc. for the 2019 Guardrail Project for Various Locations
Department:	Public Works
Requested By:	Megan Elliott
Reviewed/Approved by City Attorney?	Yes- Template Previously Approved
Cost:	\$251,904.08 (unit pricing)
Funding Source if Not in Budget	2007 TSPLOST

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

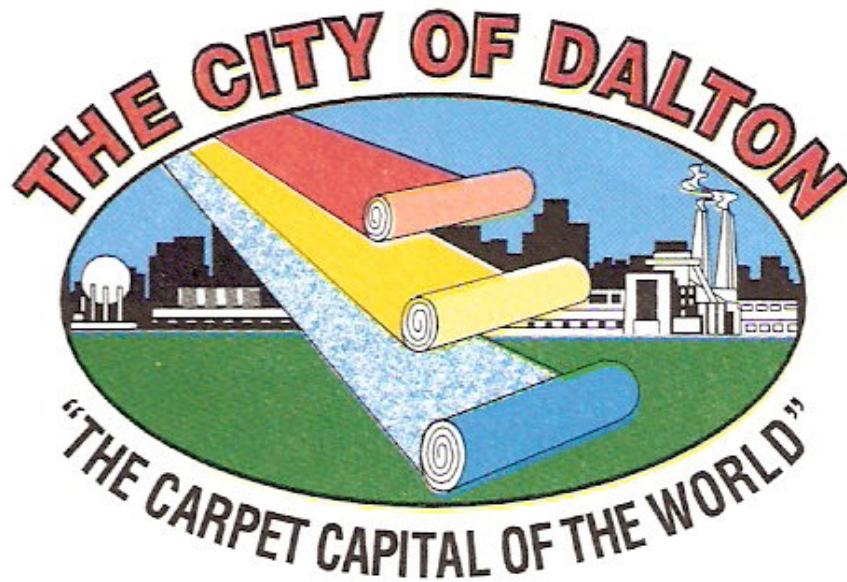
This contract for services with Gracie Gray Contractors, Inc. is to perform the 2019 Guardrail Project as per Southeastern Engineering's plan set dated 09/11/2019. The locations include:

- Abutment Road
- South Hamilton Street
- South Thornton Avenue
- West Emery Street

Two (2) bids were received for completion of this work, and Gracie Gray was the low bidder at \$251,904.08.

The Finance Department has created a charge account (#323200-039990-20109) to fund this project.

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**2019 GUARDRAIL PROJECT FOR
VARIOUS LOCATIONS**

DALTON PROJECT NO. PW-2019-GUARDRAIL

CITY OF DALTON PUBLIC WORKS DEPARTMENT

PO BOX 1205

DALTON, GEORGIA 30722

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SECTION 0400 – GENERAL NOTES

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 OCTOBER 22, 2019
AT 2 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:

2019 GUARDRAIL PROJECT
FOR VARIOUS LOCATIONS
DALTON PROJECT NO. PW-2019-GUARDRAIL

The Owner, in its sole discretion, reserves the right to reject any and all bid submittals, waive any and all irregularities in bid submittals, and reject any and all bids not prepared and submitted in accordance with the provisions hereof. 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. **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.vis-dhs.com/EmployerRegistration> to verify information of all newly hired employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Each firm must submit a completed and notarized E-verify (Exhibit A) affidavit with their bid submittal. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

0103 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic 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 telegraphic 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 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 April 30, 2020. 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 ten 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 _____

Gracie Gray Contractors, Inc.

of the City of Canton State of Georgia and County of Cherokee

as Principal and American Southern Insurance Company

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

Owner in the penal sum of Five percent (5%) of the amount bid, penal sum not to exceed twenty thousand

^{PSNTE}
Dollars (\$ 20,000.00) 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 22nd day of October, 2019.

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:

2019 GUARDRAIL PROJECT
FOR VARIOUS LOCATIONS
DALTON PROJECT NO. PW-2019-GUARDRAIL

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

Gracie Gray Contractors, Inc.

Principal

By  SEAL



Witness As To Surety
Judy McDonald

American Southern Insurance Company

Surety
365 Northridge Rd., Ste. 400
Atlanta, GA 30350

Address _____
By  SEAL
Attorney-in-Fact, Michael J. Brown



AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY


Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

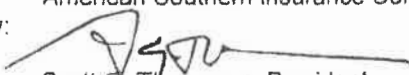
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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 signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4th day of January, 2019.

Attest:

Melonie A. Coppola, Secretary

American Southern Insurance Company
By: 
Scott G. Thompson, President

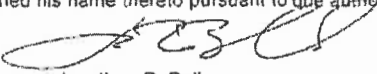


STATE OF GEORGIA
SS.
COUNTY OF FULTON

On this 4th day of January 2019, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed, and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA
SS.
COUNTY OF FULTON

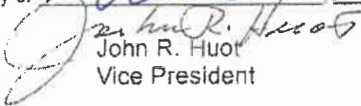



Jonathan R. Bell
Notary Public, State of Georgia
Qualified in Cherokee County
Commission Expires March 12, 2021

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 22nd day of October 2019

Power No. **48269**


John R. Huot
Vice President

BID PROPOSAL

Place Canton, Ga
Date 10/22/2019

Proposal of Gracie Gray Contractors, Inc. (hereinafter called "Bidder") a contractor organized and existing under the laws of the City of Canton State of Georgia and County of Cherokee, * an individual, a corporation, or a partnership doing business as Corporation.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of 2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS, PW-2019-GUARDRAIL 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 fully complete the project by April 30, 2020. 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:

*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 _____ of _____ 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:

Gracie Gray Contractors, Inc.

102 Roberts Way Canton, Ga. 30114

BID PROPOSAL
(Continued)

Dated at:

Gracie Gray Contractors, Inc.

The 22 day of October, 2019



Principal



By Matt Tucker SEAL



CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address):*

OWNER *(Name and Address):*

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location):*

2019 GUARDRAIL PROJECT FOR
VARIOUS LOCATIONS – DALTON PROJ. NO. PW-2019-GUARDRAIL

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

BOND:

Date: _____

Amount: _____

Bond Number: _____

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

CONSTRUCTION PAYMENT BOND
(Continued)

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

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

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

15. DEFINITIONS

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

CONTRACTOR AS PRINCIPAL

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR *(Name and Address):*

OWNER *(Name and Address):*

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

CONSTRUCTION CONTRACT:

Date: _____

Amount: _____

Description *(Name and location):*

2019 GUARDRAIL PROJECT FOR
VARIOUS LOCATIONS – DALTON PROJ. NO. PW-2019-GUARDRAIL

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 through an independent contractor(s) acceptable to the Owner; 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 shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: _____
_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____
_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 18th day of November, 2019, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Gracie Gray Contractors, Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Canton, County of Cherokee, 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:

2019 GUARDRAIL PROJECT FOR
VARIOUS LOCATIONS – DALTON PROJECT NO. PW-2019-GUARDRAIL

hereinafter called the "Project", for the sum of \$251,904.08
Dollars (Two hundred fifty one thousand nine hundred four dollars and eight 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 fully complete the project
by April 30, 2020. The Contractor further agrees to pay as liquidated damages the sum
of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the
General Conditions under "Time of Completion and Liquidated Damages."

*Strike out inapplicable terms.

CONTRACT
(Continued)

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

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

ATTEST:

CITY OF DALTON, GEORGIA

City Clerk

By: _____ SEAL

Witness

Title

ATTEST:

Secretary

By: _____ SEAL

Witness

Title

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

Give proper title of each person executing contract.

CONTRACTOR AFFIDAVIT AND AGREEMENT

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

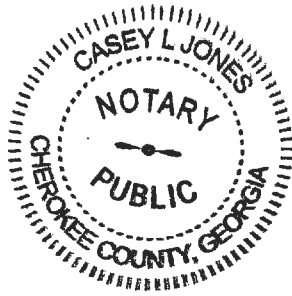
The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Dalton, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91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

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

E-Verify 1344444
EEV/Basic Pilot Program* User Identification Number
[Signature] Date - 09-24-2018
BY: Authorized Officer or Agent Date
(Contractor Name)

Director Of Operations
Title of Authorized Officer or Agent of Contractor
Matt Tucker
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
21 DAY OF October, 2019
[Signature]
Notary Public
My Commission Expires:
Jan 27th 2020



* 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).



**Bid Proposal Form - Dalton Project No. PW-2019-GUARDRAIL
2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Traffic Control and Grading Complete					
				Unit Price	Total
150-1000	Traffic Control (For Entire Project)	LS	1.00	47475.00	47475.00
210-0100	Grading Complete (For Entire Project)	LS	1.00	56850.00 81850	56850.00 81850
SUB TOTAL					104325.00 129325

Location 1: Abutment Rd Guardrail				Unit Price	Total
163-0232	TEMPORARY GRASSING	0.03	AC	50.00	1.50
163-0240	MULCH	0.08	TN	100.00	8.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	194	LF	0.05	9.70
171-0010	TEMPORARY SILT FENCE, TYPE A	387	LF	0.15	58.05
610-9001	REM SIGN	1	EA	50.00	50.00
611-5551	RESET SIGN	1	EA	100.00	100.00
641-1100	GUARDRAIL, TP T	74	LF	62.50	4625.00
641-1200	GUARDRAIL, TP W	247	LF	30.25	7471.25
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA	1325.00	2650.00
700-6910	PERMANENT GRASSING	0.03	AC	450.00	13.50
700-7000	AGRICULTURAL LIME	0.02	TN	150.00	3.00
700-8000	FERTILIZER MIXED GRADE	0.02	TN	150.00	3.00
700-8100	FERTILIZER NITROGEN CONTENT	2	LB	2.50	5.00
SUB TOTAL					15147.00

Location 2: South Hamilton Ave Guardrail				Unit Price	Total
163-0232	TEMPORARY GRASSING	0.19	AC	50.00	9.50
163-0240	MULCH	0.47	TN	850.00	399.50
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	808	LF	0.15	121.20
171-0010	TEMPORARY SILT FENCE, TYPE A	1616	LF	1.75	2828.00

**Bid Proposal Form - Dalton Project No. PW-2019-GUARDRAIL
2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	250	SY	37.65	9412.50
441-0301	CONC SPILLWAY, TP 3	1	EA	1650.00	1650.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	314	LF	35.65	11180.10
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	37	CY	185.00	6845.00
641-1100	GUARDRAIL, TP T	287	LF	48.75	13991.25
641-1200	GUARDRAIL, TP W	312	LF	32.50	10140.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	1	EA	1650.00	1650.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	1	EA	3325.00	3325.00
647-5230	SIGNAL ASSEMBLY, FLASHING SCHOOL, COMPLETE	1	EA	7350.00	7350.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	1	EA	350.00	350.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1463	LF	1.35	1975.05
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	1841	LF	1.35	2485.35
654-1001	RAISED PVMT MARKERS, TP 1	47	EA	22.10	1038.70
656-0050	REMOVE EXIST SOLID TRAF STRIPES, 5 IN, THERMOPLASTIC	1845	LF	1.75	3228.75
656-5000	REMOVE EXIST TRAF MARKINGS - RR/HWY CROSSING SYMBOL	1	EA	550.00	550.00
700-6910	PERMANENT GRASSING	0.19	AC	450.00	85.50
700-7000	AGRICULTURAL LIME	0.11	TN	150.00	16.50
700-8000	FERTILIZER MIXED GRADE	0.11	TN	150.00	16.50
700-8100	FERTILIZER NITROGEN CONTENT	10	LB	2.50	25.00
SUB TOTAL					78673.40

**Bid Proposal Form - Dalton Project No. PW-2019-GUARDRAIL
2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
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Location 3: South Thornton Ave Guardrail				Unit Price	Total
163-0232	TEMPORARY GRASSING	0.1	AC	50.00	0.50
163-0240	MULCH	0.26	TN	100.00	26.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	497	LF	0.15	74.55
171-0030	TEMPORARY SILT FENCE, TYPE C	994	LF	1.25	1242.50
610-9001	REM SIGN	5	EA	50.00	250.00
611-5551	RESET SIGN	4	EA	100.00	400.00
641-1200	GUARDRAIL, TP W	163	LF	62.50	10187.50
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA	1325.00	2650.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	2	EA	3635.00	7270.00
700-6910	PERMANENT GRASSING	0.1	AC	450.00	13.50
700-7000	AGRICULTURAL LIME	0.06	TN	150.00	3.00
700-8000	FERTILIZER MIXED GRADE	0.06	TN	150.00	3.00
700-8100	FERTILIZER NITROGEN CONTENT	6	LB	2.50	3.00
				SUB TOTAL	22125.55

Location 4: West Emery St Guardrail				Unit Price	Total
163-0232	TEMPORARY GRASSING	0.03	AC	50.00	1.50
163-0240	MULCH	0.07	TN	100.00	7.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	87.5	LF	0.05	4.38
171-0010	TEMPORARY SILT FENCE, TYPE A	175	LF	0.15	26.25
610-9001	REM SIGN	2	EA	50.00	100.00
611-5551	RESET SIGN	2	EA	100.00	200.00
641-1200	GUARDRAIL, TP W	96	LF	38.50	3696.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA	1325.00	2650.00


**Bid Proposal Form - Dalton Project No. PW-2019-GUARDRAIL
2019 GUARDRAIL PROJECT FOR VARIOUS LOCATIONS**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
700-6910	PERMANENT GRASSING	0.03	AC	450.00	13.50
700-7000	AGRICULTURAL LIME	0.02	TN	150.00	3.00
700-8000	FERTILIZER MIXED GRADE	0.02	TN	150.00	3.00
700-8100	FERTILIZER NITROGEN CONTENT	2	LB	2.50	5.00
SUB TOTAL					6709.63

Company Name: Grache Gray Contractors

Authorized Bid Rep. Signature: 

Authorized Bid Rep. Title: Director


TOTAL ~~226680.58~~

251,680.58

**Corrected Total - \$251,904.08
(See attached Bid Tabulation)
ME- 10/24/2019**

CITY OF DALTON
DALTON PROJECT NO: 2019 GUARDRAIL PROJECT

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	GRACIE GRAY CONTRACTORS, INC.		CORRECTED
				BID UNIT PRICE	AMOUNT	
TRAFFIC CONTROL AND GRADING COMPLETE						
150-1000	Traffic Control (For Entire Project)	LS	1.00	\$47,475.00	\$47,475.00	\$47,475.00
210-0100	Grading Complete (For Entire Project)	LS	1.00	\$81,850.00	\$81,850.00	\$81,850.00
				Subtotal:	\$129,325.00	\$129,325.00
LOCATION 1: ABUTMENT RD GUARDRAIL						
163-0232	TEMPORARY GRASSING	AC	0.03	\$50.00	\$1.50	\$1.50
163-0240	MULCH	TN	0.08	\$100.00	\$8.00	\$8.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	194	\$0.05	\$9.70	\$9.70
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	387	\$0.15	\$58.05	\$58.05
610-9001	REM SIGN	EA	1	\$50.00	\$50.00	\$50.00
611-5551	RESET SIGN	EA	1	\$100.00	\$100.00	\$100.00
641-1100	GUARDRAIL, TP T	LF	74	\$62.50	\$4,625.00	\$4,625.00
641-1200	GUARDRAIL, TP W	LF	247	\$30.25	\$7,471.75	\$7,471.75
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	2	\$1,325.00	\$2,650.00	\$2,650.00
700-6910	PERMANENT GRASSING	AC	0.03	\$450.00	\$13.50	\$13.50
700-7000	AGRICULTURAL LIME	TN	0.02	\$150.00	\$3.00	\$3.00
700-8000	FERTILIZER MIXED GRADE	TN	0.02	\$150.00	\$3.00	\$3.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	2	\$2.50	\$5.00	\$5.00
				Subtotal:	\$15,147.00	\$14,998.50
LOCATION 2: SOUTH HAMILTON STREET GUARDRAIL						
163-0232	TEMPORARY GRASSING	AC	0.19	\$50.00	\$9.50	\$9.50
163-0240	MULCH	TN	0.47	\$850.00	\$399.50	\$399.50
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	808	\$0.15	\$121.20	\$121.20
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	1616	\$1.75	\$2,828.00	\$2,828.00
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	250	\$37.65	\$9,412.50	\$9,412.50
441-0301	CONC SPILLWAY, TP 3	EA	1	\$1,650.00	\$1,650.00	\$1,650.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	314	\$35.65	\$11,180.10	\$11,194.10
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	37	\$185.00	\$6,845.00	\$6,845.00
641-1100	GUARDRAIL, TP T	LF	287	\$48.75	\$13,991.25	\$13,991.25
641-1200	GUARDRAIL, TP W	LF	312	\$32.50	\$10,140.00	\$10,140.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	1	\$1,650.00	\$1,650.00	\$1,650.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	EA	1	\$3,325.00	\$3,325.00	\$3,325.00
647-5230	SIGNAL ASSEMBLY, FLASHING SCHOOL, COMPLETE	EA	1	\$7,350.00	\$7,350.00	\$7,350.00
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	EA	1	\$350.00	\$350.00	\$350.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1463	\$1.35	\$1,975.05	\$1,975.05
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	1841	\$1.35	\$2,485.35	\$2,485.35
654-1001	RAISED PVMT MARKERS, TP 1	EA	47	\$22.10	\$1,038.70	\$1,038.70
656-0050	REMOVE EXIST SOLID TRAF STRIPES, 5 IN, THERMOPLASTIC	LF	1845	\$1.75	\$3,228.75	\$3,228.75
656-5000	REMOVE EXIST TRAF MARKINGS - RR/HWY CROSSING SYMBOL	EA	1	\$550.00	\$550.00	\$550.00
700-6910	PERMANENT GRASSING	AC	0.19	\$450.00	\$85.50	\$85.50
700-7000	AGRICULTURAL LIME	TN	0.11	\$150.00	\$16.50	\$16.50
700-8000	FERTILIZER MIXED GRADE	TN	0.11	\$150.00	\$16.50	\$16.50
700-8100	FERTILIZER NITROGEN CONTENT	LB	10	\$2.50	\$25.00	\$25.00
				Subtotal:	\$78,673.40	\$78,687.40
LOCATION 3: SOUTH THORNTON AVE GUARDRAIL						
163-0232	TEMPORARY GRASSING	AC	0.1	\$50.00	\$0.50	\$5.00
163-0240	MULCH	TN	0.26	\$100.00	\$26.00	\$26.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	LF	497	\$0.15	\$74.55	\$74.55
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	994	\$1.25	\$1,242.50	\$1,242.50
610-9001	REM SIGN	EA	5	\$50.00	\$250.00	\$250.00
611-5551	RESET SIGN	EA	4	\$100.00	\$400.00	\$400.00
641-1200	GUARDRAIL, TP W	LF	163	\$62.50	\$10,187.50	\$10,187.50
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	2	\$1,325.00	\$2,650.00	\$2,650.00
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	EA	2	\$3,635.00	\$7,270.00	\$7,270.00
700-6910	PERMANENT GRASSING	AC	0.1	\$450.00	\$13.50	\$45.00
700-7000	AGRICULTURAL LIME	TN	0.06	\$150.00	\$3.00	\$9.00
700-8000	FERTILIZER MIXED GRADE	TN	0.06	\$150.00	\$3.00	\$9.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	6	\$2.50	\$3.00	\$15.00
				Subtotal:	\$22,125.55	\$22,183.55
LOCATION 4: WEST EMERY STREET GUARDRAIL						
163-0232	TEMPORARY GRASSING	AC	0.03	\$50.00	\$1.50	\$1.50
163-0240	MULCH	TN	0.07	\$100.00	\$7.00	\$7.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	LF	87.5	\$0.05	\$4.38	\$4.38
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	175	\$0.15	\$26.25	\$26.25
610-9001	REM SIGN	EA	2	\$50.00	\$100.00	\$100.00
611-5551	RESET SIGN	EA	2	\$100.00	\$200.00	\$200.00
641-1200	GUARDRAIL, TP W	LF	96	\$38.50	\$3,696.00	\$3,696.00
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	2	\$1,325.00	\$2,650.00	\$2,650.00
700-6910	PERMANENT GRASSING	AC	0.03	\$450.00	\$13.50	\$13.50
700-7000	AGRICULTURAL LIME	TN	0.02	\$150.00	\$3.00	\$3.00
700-8000	FERTILIZER MIXED GRADE	TN	0.02	\$150.00	\$3.00	\$3.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	2	\$2.50	\$5.00	\$5.00
				Subtotal:	\$6,709.63	\$6,709.63
Corrected Calculations				Bid Tabulation Total:	\$251,830.08	\$251,904.08
Bid Total				Bid Proposal Total:	\$251,680.58	\$251,904.08
Difference Between Corrected Calculations and Bid Total					\$149.50	\$223.50

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 with and agree with the Specifications. In the event of a discrepancy between the Drawings and the Specifications, the Drawings shall control over the general Specifications. In the event of a discrepancy between special Specifications stated upon the Drawings and the Drawings, the special Specifications shall control over the Drawing and general Specifications. Contractor is responsible for confirmation of applicable specifications by Owner.

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. The Owner may require Contractor to remove and replace a site superintendent within its discretion.

0320 COMPETENT LABOR

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

0321 CONSTRUCTION EQUIPMENT

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

0322 CHANGES IN THE WORK

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

0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.

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

0323 CHANGE IN CONTRACT PRICE

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

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

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

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

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

0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of

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

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

0323.02.5.4 Sales, use or similar taxes related to the Work, and for which Contractor is liable, imposed by any governmental authority.

0323.02.5.5 Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be shown as a separate item.

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

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

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

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

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

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

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

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

- 0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0327.04.
- 0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:
- 0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.
- 0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.
- 0323.04.2.1 for costs incurred under paragraphs 0327.02.1 and 0328.02.2, the Contractor's Fee shall be fifteen percent.
- 0323.04.2.2 for costs incurred under paragraph 0328.02.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent:
- 0323.04.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 0327.02.4, 0327.02.5, and 0327.03;
- 0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and
- 0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0327.04.2.1 through 0328.04.2.4, inclusive.
- 0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0327.02 or 0327.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0324 CHANGE OF THE CONTRACT TIME

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

- 0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0327.01. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0328 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

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

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

- 0326.01 The Owners and/or operators of private or public utilities shall have access to such utility at all times, for the installation, maintenance, adjustment, repair and operation of said utility. No extra compensation will be allowed because of the delay or interference caused by such work.

0326.02 Wherever existing utilities are encountered which conflict in actual position and location with the proposed work, the Contractor shall promptly notify the Owner for resolution of the conflict.

0326.03 The Contractor shall be solely and directly responsible to the Owner and/or other operator of such utility properties for any damage, injury, expense, loss, inconvenience or delay, or for any suits, actions, claims of any character brought on account of any injuries or damages which may result from the carrying out of the work.

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

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

0328 CLAIMS FOR EXTRA WORK

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

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation or delay shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract through an independent contractor(s) acceptable to the

Owner; 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 two years 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 by paragraph 0338.01.1 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 in accordance with paragraphs 0338.01.1. through 0338.01.1.4., 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 paragraph 0338.01.1.1. and 0338.01.1.2., Worker's Compensation:

State	Statutory
Federal	Statutory

Employer's Liability – Each Accident:	\$1,000,000
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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 by paragraph 0338.08 above.

For claims under 0339.01.1.1. through 0339.01.1.5. (*General Liability*),

General Liability Provided Per Occurrence

Each Occurrence (Bodily and Property Damage Included): \$1,000,000

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

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

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

General Aggregate (*Per Project*): \$2,000,000

Products and Completed Operations Aggregate: \$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated in Paragraph 0339.02. above.

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 in subparagraph 0334.09. 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, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

0348 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

0349 SUSPENSION OF WORK

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

0350 PROTECTION AND RESTORATION OF PROPERTY

- 0350.01 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site of the work. He shall protect carefully, from disturbance or damage, all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed.
- 0350.02 Except as specifically provided in the Contract Documents, the Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric or transmission line, or other structure nor enter upon the right-of-way or other lands appurtenant thereto, until authority therefore has been secured from the proper parties. The Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay resulting from his requirement, except as specifically provided in the contract.
- 0350.03 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in his manner or method of executing said work, or due to his nonexecution of said work, or at any time due to defective work or materials, and he shall not be released from said responsibility until the work shall have been completed and accepted.
- 0350.04 When or where any direct or indirect damage or injury is done to public or private property by, or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring, as may be directed, or he shall make good such damage or injury in an acceptable manner.

0351 RESPONSIBILITY FOR DAMAGE CLAIMS

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

cause.

0352 INTEREST OF FEDERAL, STATE OR LOCAL OFFICIALS

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

0353 OTHER PROHIBITED INTERESTS

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

0354 USE OF CHEMICALS

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

0355 MAINTENANCE OF TRAFFIC

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

0356 ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final

or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Construction Performance and Payment Bond.

0357 OWNER'S RIGHT TO SUSPEND WORK

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

0358 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

0358.02 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

0358.03 If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

0358.04 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

0358.05 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where, under the contract, an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

0358.05.1 To any preference, priority or allocation order duly issued by the Government;

0358.05.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

0358.05.3 To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections 0369.05.1 and 0369.05.2 of this article.

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

SECTION 0300: APPENDIX A

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 DALTON PROJ. NO. PW-2019-GUARDRAIL.

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 **SOUTHEASTERN ENGINEERING, INC. PLANS INCLUDED AS EXHIBIT A.**
3. THIS PROJECT WILL CONSIST OF FIVE (5) WORK LOCATIONS AS INDICATED ON THE PLANS.
4. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
5. 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.
6. 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.
7. Coordination of project with Owners – Where applicable, Contractor shall continuously make a good faith effort to coordinate work activities with owners of driveway crossings affected by the project.
8. Time of Work Restrictions – All work shall be completed in a manner that does not significantly impact AM rush hour [7:00 am – 8:00 am] and PM rush hour [4:45 pm – 6:00 pm]. The Contractor shall keep at least one travel lane open in each direction of travel at all times. Certified flaggers shall be used when a lane closure is required. Liquidated damages for failure to observe time of work restrictions shall be assessed to the Contractor at the rate of \$200 per hour.
9. Removal and proper disposal of existing guardrail shall be the responsibility of the Contractor. No separate payment will be made for this work.
10. Note: Contractor is responsible for erosion control BMPs as shown on plans.

EXHIBIT A:

***SOUTHEASTERN ENGINEERING,
INC. PLANS***

DATED SEPTEMBER 11, 2019

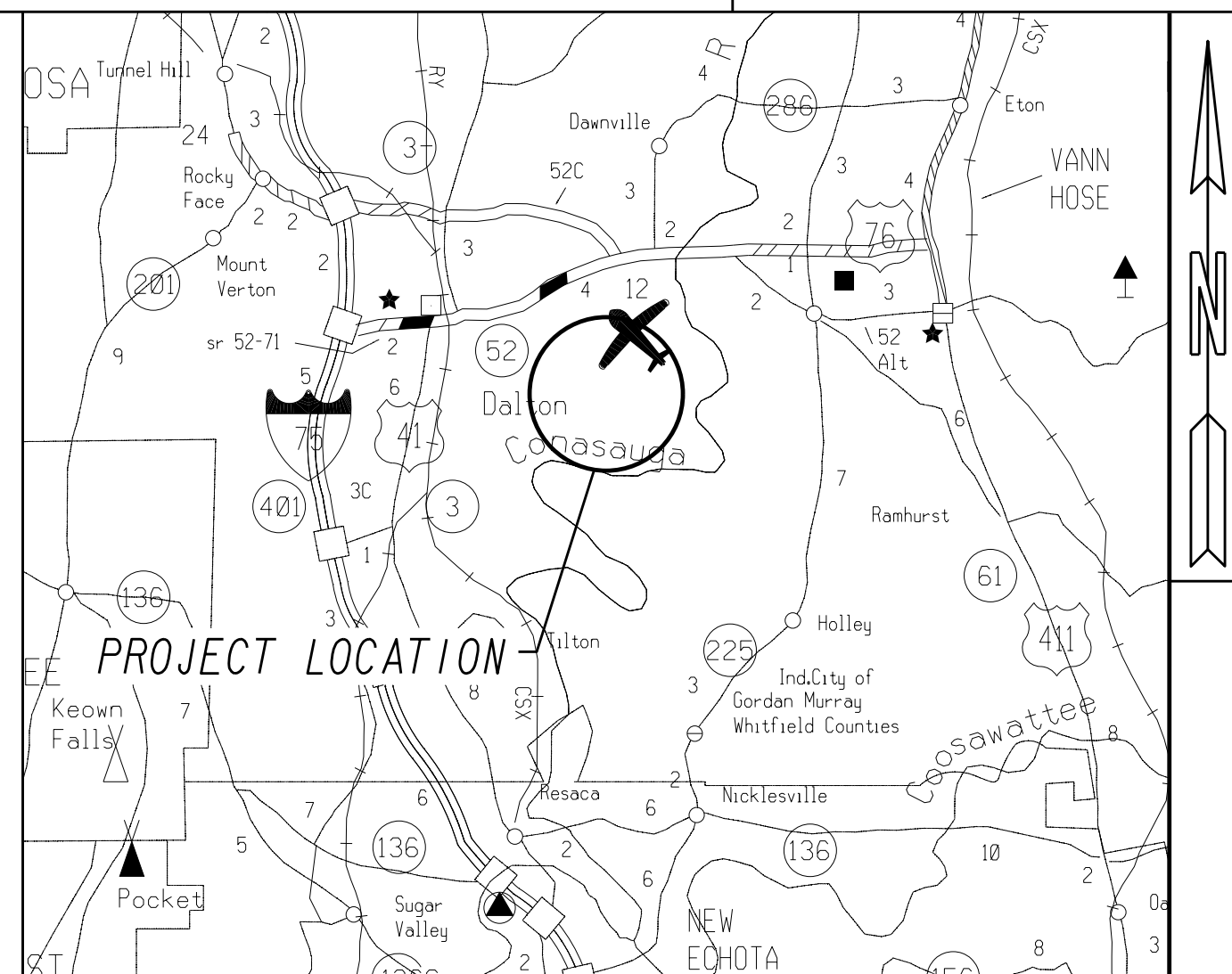
FOR THE

***2019 GUARDRAIL PROJECT FOR
VARIOUS LOCATIONS***

CITY OF DALTON DEPARTMENT OF PUBLIC WORKS

GUARDRAIL IMPROVEMENTS

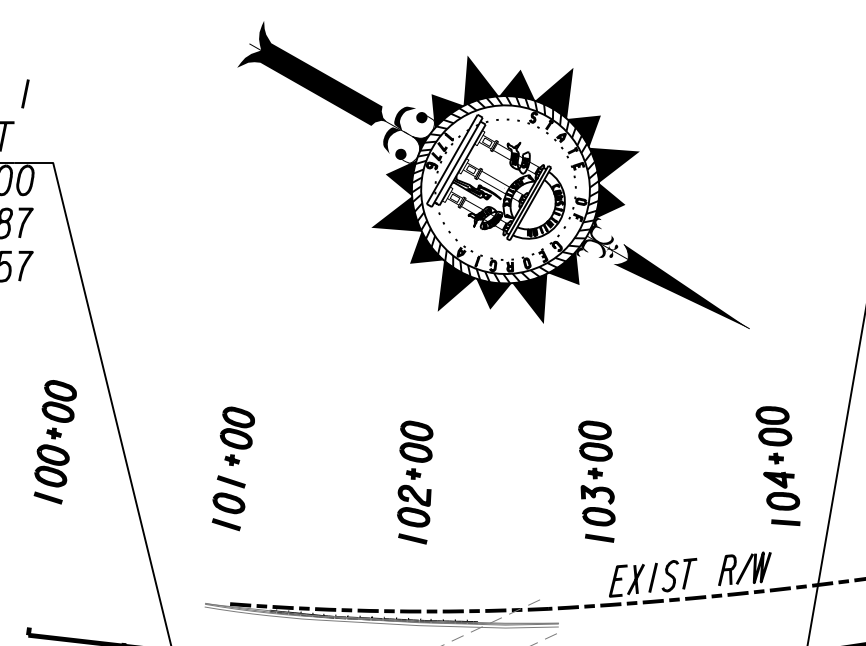
ABUTMENT ROAD, SOUTH HAMILTON STREET, SOUTH THORNTON AVENUE, & WEST EMERY STREET



LOCATION SKETCH

FEDERAL ROUTE * N/A
STATE ROUTE * N/A
PROJECT NO. 931-19-103

LOCATION NO. 1
BEGIN PROJECT
STA. 100+75.00
N 1728728.2987
E 2058116.4757



END CONSTRUCTION
ABUTMENT RD
STA. 104+06.52
N 1729018.1325
E 2057957.4512

LOCATION NO. 1
END PROJECT
STA. 104+60.00
N 1729060.7160
E 2057925.1016

BEGIN CONSTRUCTION
ABUTMENT RD
STA. 101+24.49
N 1728773.4817
E 2058097.7758

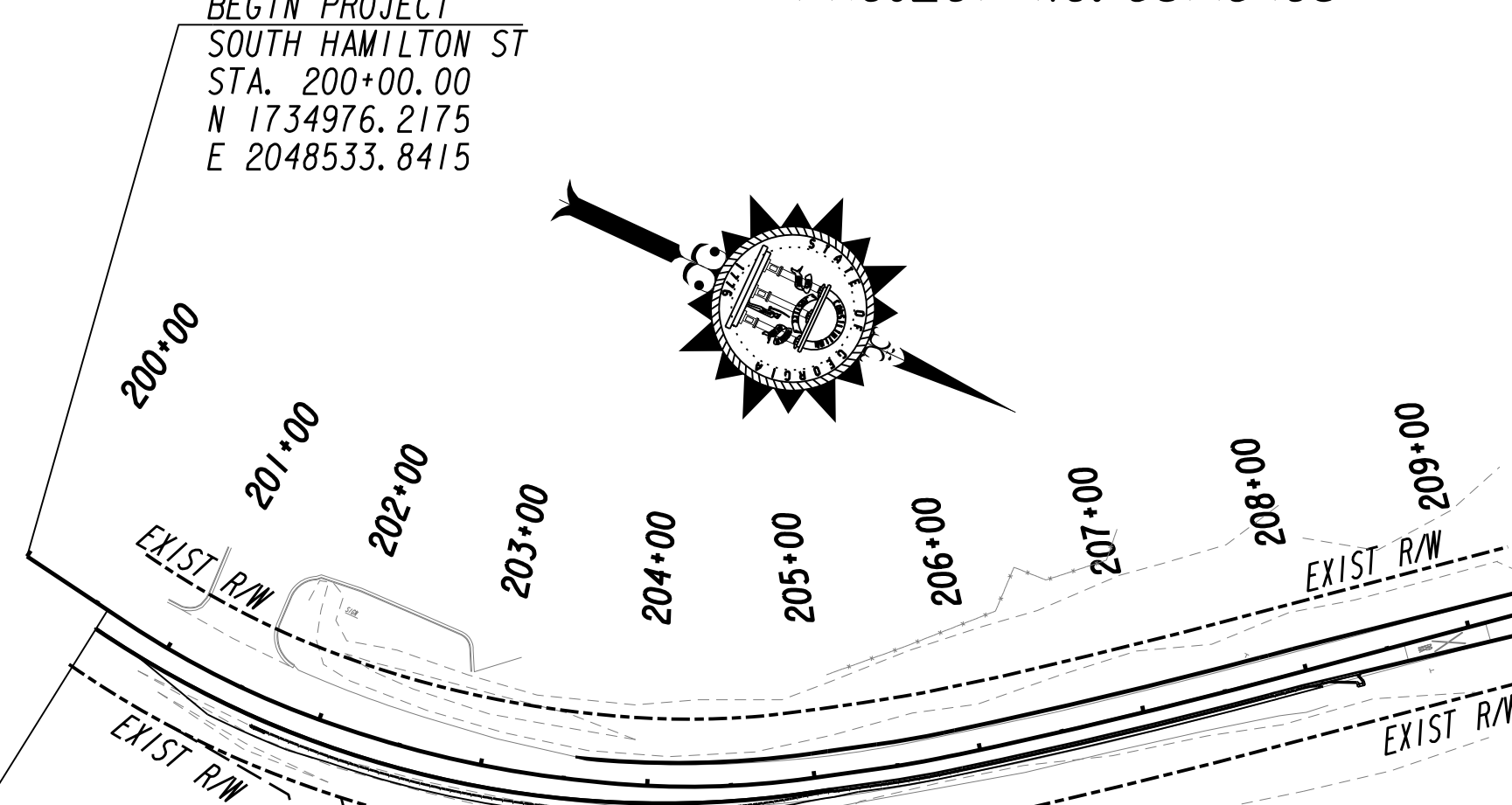
LOCATION 1
ABUTMENT ROAD

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

LENGTH OF PROJECT	COUNTY No. 313
	Project No. 931-19-103
	MILES
NET LENGTH OF ROADWAY	0.0000
NET LENGTH OF BRIDGES	0.0000
NET LENGTH OF PROJECT	0.3712
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF PROJECT	0.3712

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY 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 DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

LOCATION NO. 2
BEGIN PROJECT
SOUTH HAMILTON ST
STA. 200+00.00
N 1734976.2175
E 2048533.8415



END CONSTRUCTION
SOUTH HAMILTON ST
STA. 209+34.11
N 1729192.6878
E 2057477.8287

LOCATION NO. 2
END PROJECT
SOUTH HAMILTON ST
STA. 209+85.00
N 1729231.7006
E 2057445.1521

BEGIN CONSTRUCTION
SOUTH HAMILTON ST
STA. 200+57.64
N 1728427.5859
E 2057833.0466

LOCATION 2
SOUTH HAMILTON STREET

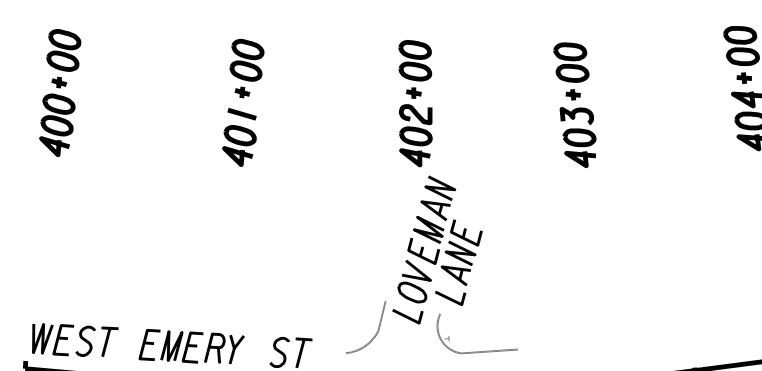
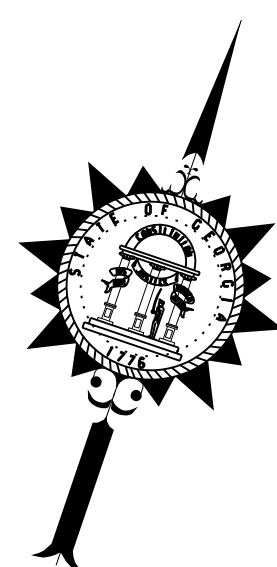
LOCATION NO. 2
BEGIN PROJECT
STA. 300+75.00
N 1729361.4492
E 2055445.2718

BEGIN CONSTRUCTION
SOUTH THORNTON AVE
STA. 301+29.91
N 1729415.1931
E 2055456.5049

LOCATION 3
SOUTH THORNTON AVENUE

END CONSTRUCTION
SOUTH THORNTON AVE
STA. 304+13.32
N 1729694.0559
E 2055506.7662

LOCATION NO. 2
END PROJECT
STA. 304+65.00
N 1729745.0503
E 2055515.1722



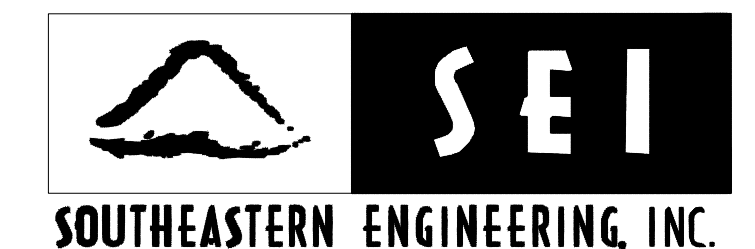
LOCATION NO. 4
BEGIN PROJECT
STA. 401+00.00
N 1734414.4366
E 2049257.4933

LOCATION NO. 4
END PROJECT
STA. 403+00.00
N 1734476.4641
E 2049447.2947

END CONSTRUCTION
WEST EMERY ST
STA. 402+41.57
N 1734454.5087
E 2049393.1535

BEGIN CONSTRUCTION
WEST EMERY ST
STA. 401+49.06
N 1734426.1860
E 2049305.1196

LOCATION 4
WEST EMERY STREET

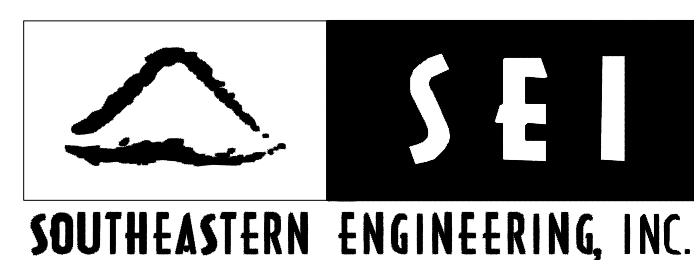


PREPARED BY: _____
DESIGN

DATE	CITY OF DALTON DEPARTMENT OF PUBLIC WORKS
PLANS COMPLETED	09-11-19
REVISIONS	

SHEET NO.	DWG NO.	DESCRIPTION
	01-0001	COVER
	02-0001	INDEX
	04-0001	GENERAL NOTES
	05-0001 TO 05-0002	TYPICAL SECTIONS
	09-0001	DETAILED ESTIMATE
	13-0001 TO 13-0005	MAINLINE PLANS
	23-0001 TO 23-0008	CROSS SECTIONS
	26-0001 TO 26-0002	SIGNING & MARKING PLANS - LOCATION 2, SOUTH HAMILTON STREET
	41-0001 TO 41-0001	GEORGIA STANDARDS
	52-0001 TO 52-0007	EROSION CONTROL LEGEND
	54-0001 TO 54-0003	BMP LOCATION DETAILS
	56-0001 TO 56-0005	CONSTRUCTION STANDARDS AND DETAILS (FOR EROSION CONTROL ITEMS ONLY)

SHEET NO.	DWG NO.	DESCRIPTION
		GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS
	4380	*W* BEAM GUARDRAIL 31 INCH HEIGHT (01-16)
	4381	POSTS AND OFFSET BLOCKS FOR *W* (01-16)
	4383	GUARDRAIL ANCHORAGE TYPE 1 31 INCH GUARDRAIL HEIGHT (08-11)
	4384	TYPE 12 31 INCH GUARDRAIL HEIGHT (01-16)
	4385	*T* BEAM GUARDRAIL CONNECTIONS TO 31 INCH HEIGHT *W* BEAM (08-11)
	4386	GUARDRAIL LOCATIONS IN MEDIANS GUARDRAIL LOCATIONS AT TURNOUTS 31 INCH GUARDRAIL HEIGHT (01-16)
	4390	*W* BEAM GUARDRAIL TRANSITION 27 INCH GUARDRAIL TO 31 INCH GUARDRAIL HEIGHT (01-16)
	4391	STANDARD GUARDRAIL LOCATION (ON ROADS WITH CURB & GUTTER, HEADER CURB OR INTEGRAL CURB) 31 INCH HEIGHT (01-16)
	9013	CONCRETE SPILLWAYS (TYPICAL USE: ALONG ROADWAY AT END OF CURB (02-81))
	9024A	RAILROAD GRADE CROSSINGS - SIGNING & MARKING AT CROSSINGS WITH RR SIGNALS AND OR GATES (02-17)
	9032B	CONCRETE CURB & GUTTER, CONCRETE CURBS, CONCRETE MEDIANS (11-11)
		GEORGIA DEPARTMENT OF TRANSPORTATION EROSION CONTROL LEGEND AND UNIFORM CODE DRAWING
	EC-L1	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 1 OF 7 (03-17)
	EC-L2	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 2 OF 7 (11-18)
	EC-L3	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 3 OF 7 (03-17)
	EC-L4	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 4 OF 7 (03-17)
	EC-L5	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 5 OF 7 (03-17)
	EC-L6	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 6 OF 7 (11-18)
	EC-L7	EROSION CONTROL LEGEND AND UNIFORM CODE SHEET, SH. 7 OF 7 (03-17)
		GEORGIA DEPARTMENT OF TRANSPORTATION EROSION CONTROL CONSTRUCTION DETAILS
	D-24A	TEMPORARY SILT FENCE (SHEET 1 OF 4) (01-11)
	D-24B	TEMPORARY SILT FENCE BERM DITCH, INSTALLATION, BRUSH BARRIER (SHEET 2 OF 4) (01-11)
	D-24C	TEMPORARY SILT FENCE J-HOOKS, INLET SEDIMENT TRAPS (SHEET 3 OF 4) (01-11)
	D-24D	TEMPORARY SILT FENCE FABRIC CHECK DAM (SHEET 4 OF 4) (07-15)
	D-42	INLET SEDIMENT TRAPS (05-08)



REVISION DATES		

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:

INDEX

GUARDRAIL IMPROVEMENTS

DRAWING No.
02-0001

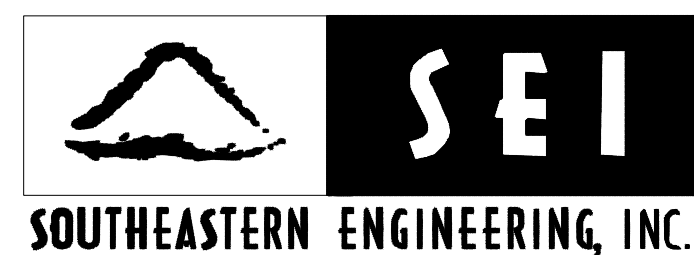
PROJECT GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD AND SUPPLEMENTAL SPECIFICATIONS, CURRENT EDITION.
2. ALL KNOWN UTILITY FACILITIES ARE SHOWN SCHEMATICALLY ON PLANS, AND ARE NOT NECESSARILY ACCURATE IN LOCATION AS TO PLAN OR ELEVATION. UTILITY FACILITIES SUCH AS SERVICE LINES OR UNKNOWN FACILITIES NOT SHOWN ON PLANS WILL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY UNDER THIS REQUIREMENT. "EXISTING UTILITY FACILITIES" MEANS ANY UTILITY THAT EXISTS ON THE PROJECT IN ITS ORIGINAL, RELOCATED OR NEWLY INSTALLED POSITION.
3. THE FOLLOWING UTILITIES HAVE FACILITIES IN THE PROJECT AREA:

UTILITY OWNER INFORMATION WAS NOT COLLECTED FOR THIS IMPROVEMENT PROJECT
4. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GEORGIA STANDARD SPECIFICATIONS.
5. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND TO DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. CONCRETE AND ASPHALT MATERIALS REMOVED FROM THE PROJECT SITE MAY NOT BE PLACED IN FILL LOCATIONS THAT FALL WITHIN EASEMENT AREAS. WITH THE PRIOR APPROVAL OF THE ENGINEER, THESE MATERIALS MAY BE PLACED WITHIN THE R/W PROVIDED THERE IS THREE (3') FEET OF MINIMUM COVER AND THERE ARE NO PLANS FOR THE FUTURE WIDENING OF THE ROADWAY.
6. PERFORATED UNDERDRAIN SHALL BE PLACED IN AREAS WHERE WET CONDITIONS EXIST IN THE SUBGRADE AS DIRECTED BY THE ENGINEER.
7. STRUCTURES, TREES, SHRUBS AND OTHER PLANT MATERIAL THAT FALL WITHIN THE RIGHT-OF-WAY AND EASEMENT LIMITS, BUT OUTSIDE THE LIMITS OF CONSTRUCTION, SHALL NOT BE DISTURBED UNLESS DIRECTED BY THE ENGINEER.
8. LUMP-SUM TRAFFIC CONTROL: THE PRICE BID FOR LUMP-SUM TRAFFIC CONTROL SHALL INCLUDE THE COST OF STAGED CONSTRUCTION, MAINTENANCE OF TRAFFIC (INCLUDING AGGREGATE SURFACE COURSE), INSTALLATION AND REMOVAL OF ALL TEMPORARY SIGNAGE, INTERIM PAVEMENT MARKINGS, BARRICADES, AND OTHER INTERIM TRAFFIC CONTROL DEVICES NECESSARY FOR THE CONSTRUCTION AND MAINTENANCE OF THE PROJECT. DEVICES UTILIZED ON THE PROJECT SHALL BE IN COMPLIANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), CURRENT EDITION AND SECTION 150. ALL DEVICES, SIGNS, POSTS, BARRICADES, ETC SHALL BE FROM THE GDOT QUALIFIED PRODUCTS LIST (OPL). ALL DEVICES SHALL BE CRASHWORTHY UNDER AASHTO AND NCHRP 350 REQUIREMENTS. THE ENGINEER MAY DIRECT THAT ADDITIONAL DEVICES AND MARKINGS BE ADDED TO THE TRAFFIC CONTROL PLAN. THE COST OF NOMINAL ITEMS ADDED BY THE ENGINEER SHALL BE INCLUDED IN LUMP-SUM TRAFFIC CONTROL EXCEPT FOR THE ADDITION OF A CHANGEABLE MESSAGE SIGN(S). THE CONTRACT UNIT PRICE WILL BE PAID FOR A CHANGEABLE MESSAGE SIGN(S) OR A UNIT PRICE WILL BE DETERMINED WHEN A CHANGEABLE MESSAGE SIGN(S) IS NOT INCLUDED IN THE CONTRACT.
9. ALL CUT AND FILL SLOPES SHALL BE STABILIZED TO COMPLY WITH SECTION 161.3.05.B OF THE SPECIFICATIONS IN ORDER TO REDUCE THE POTENTIAL FOR EROSION. IF THE SEASON DOES NOT PERMIT PERMANENT GRASSING, TEMPORARY STRAW MULCH AND/OR TEMPORARY VEGETATION SHALL BE USED AS PER THE EROSION AND SEDIMENTATION POLLUTION CONTROL PLAN (ESPCP) OR AS DIRECTED BY THE ENGINEER.
10. AN N.O.I. (NOTICE OF INTENT) IS NOT REQUIRED FOR THIS PROJECT. THE DISTURBED AREA IS 0.35 ACRES
11. GUARDRAIL POSTS PLACED IN, OR IN PROXIMITY TO, EXISTING POST HOLE LOCATIONS SHALL BE GROUTED PER GDOT STANDARD 4381 AND SPEC. 600
12. REMOVAL AND PROPER DISPOSAL OF THE EXISTING GUARDRAIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

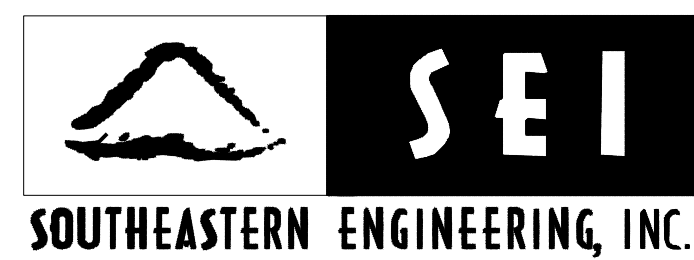
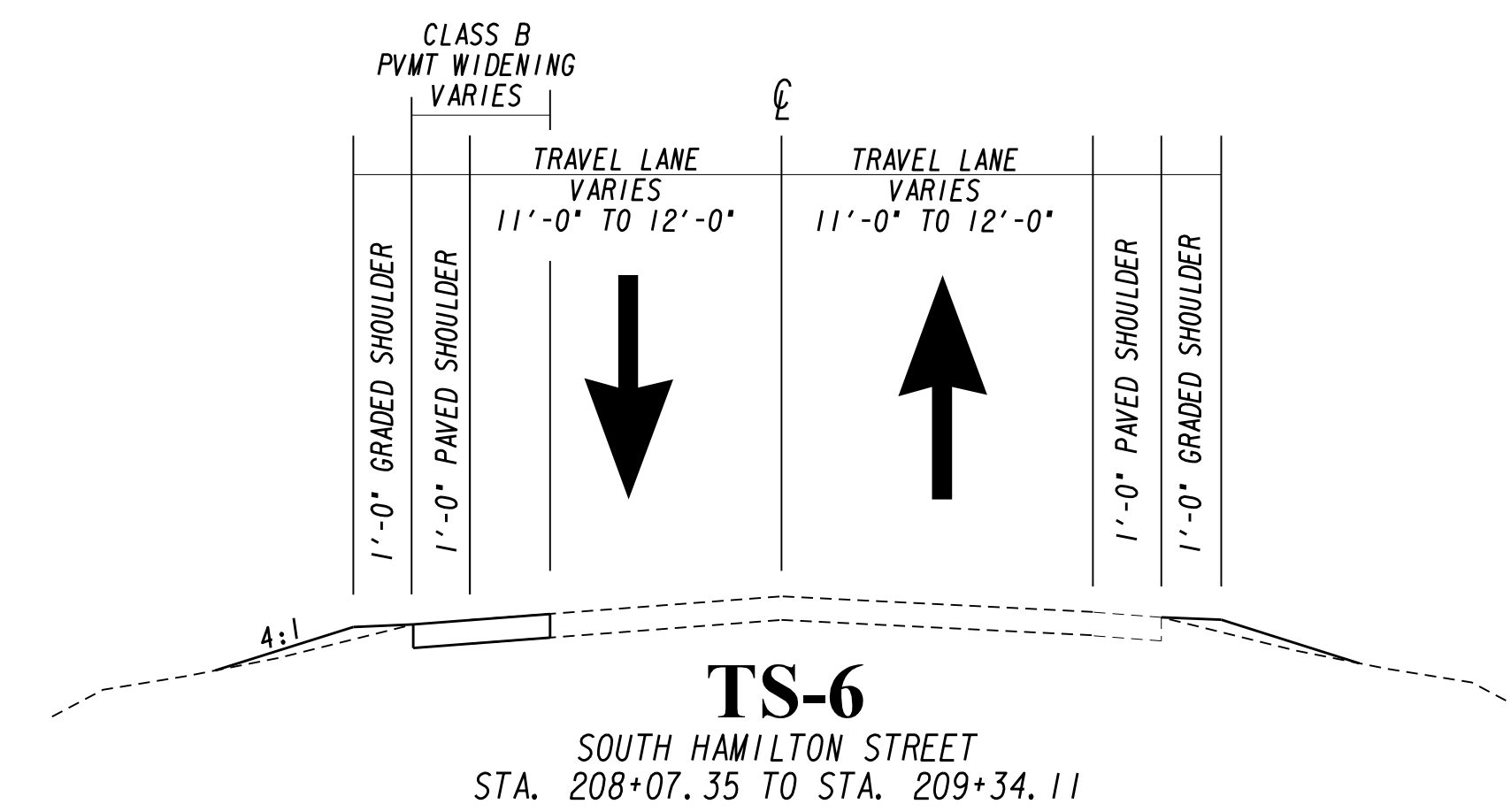
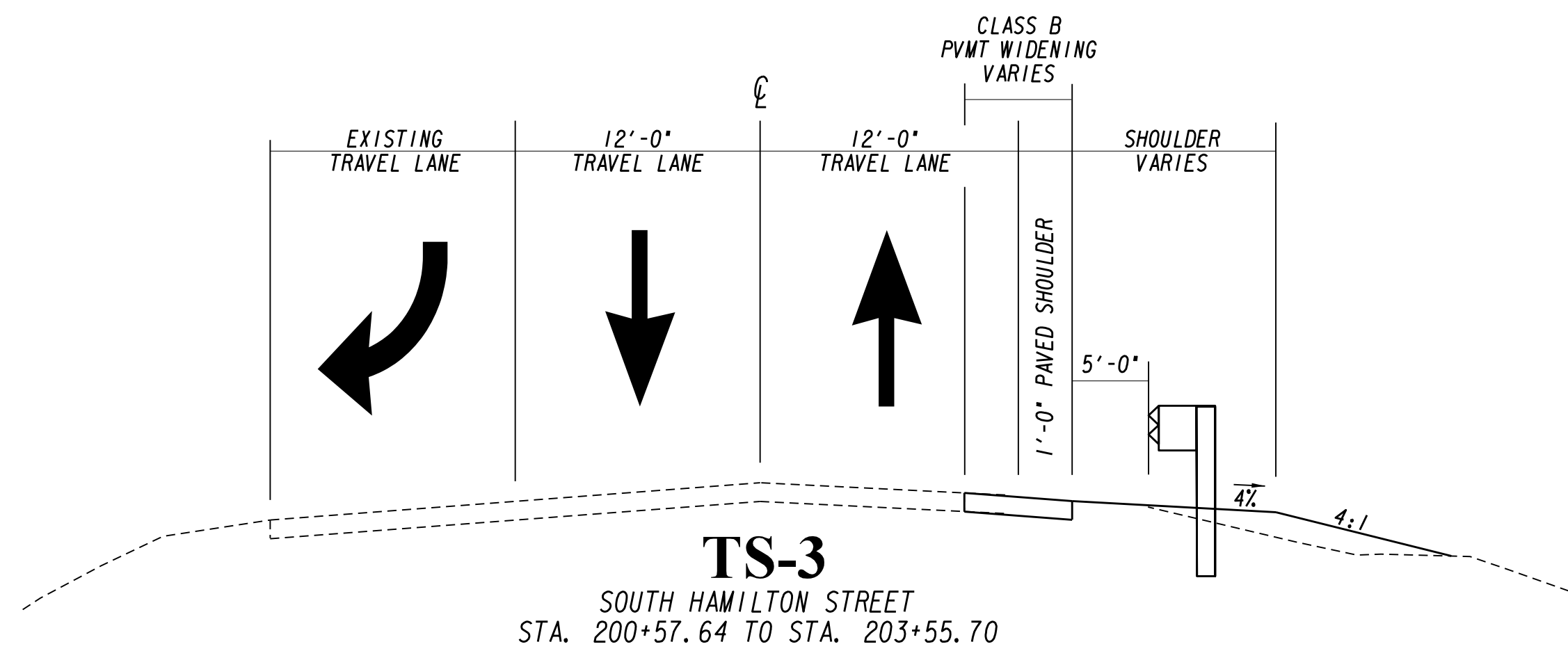
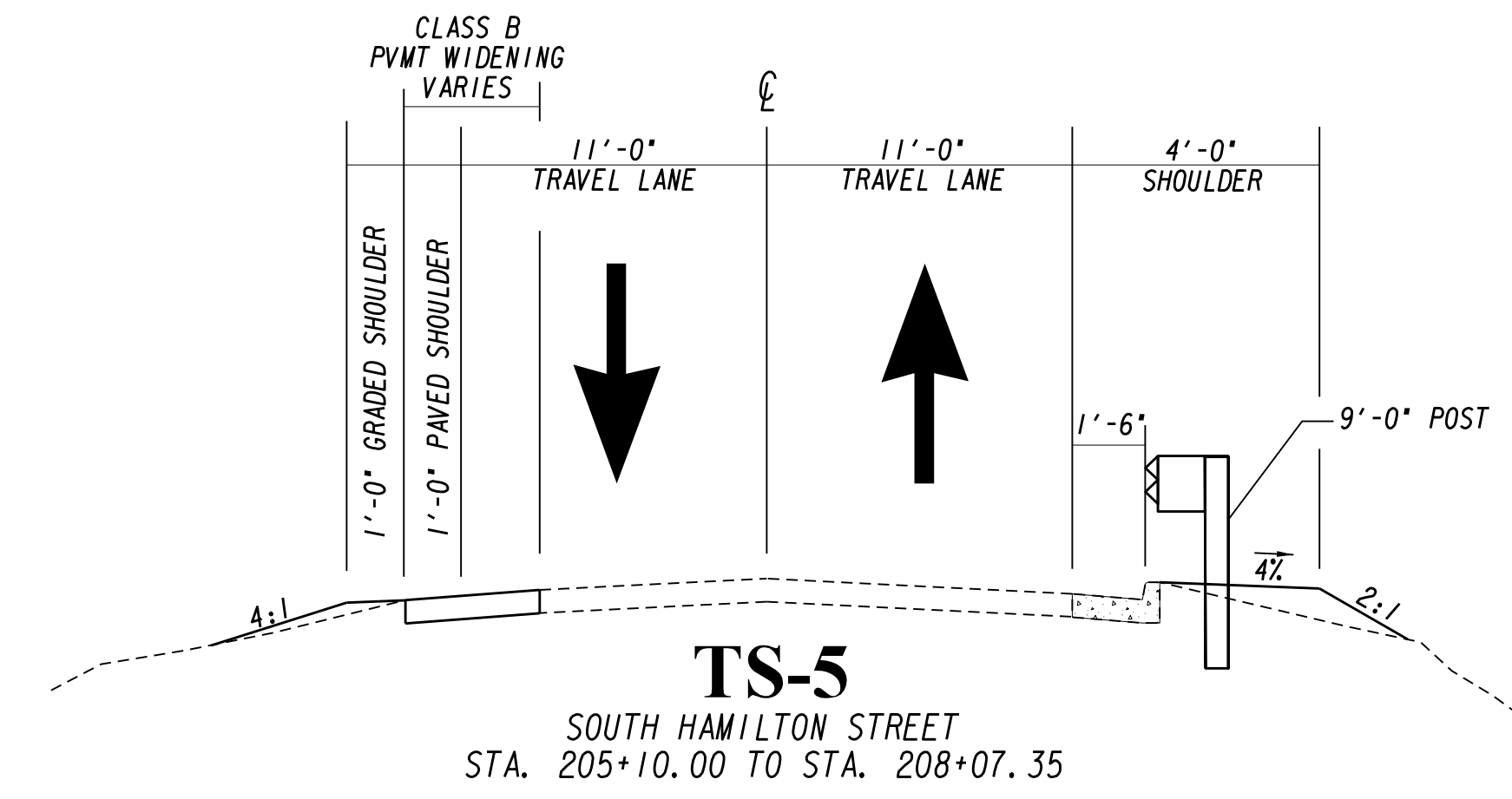
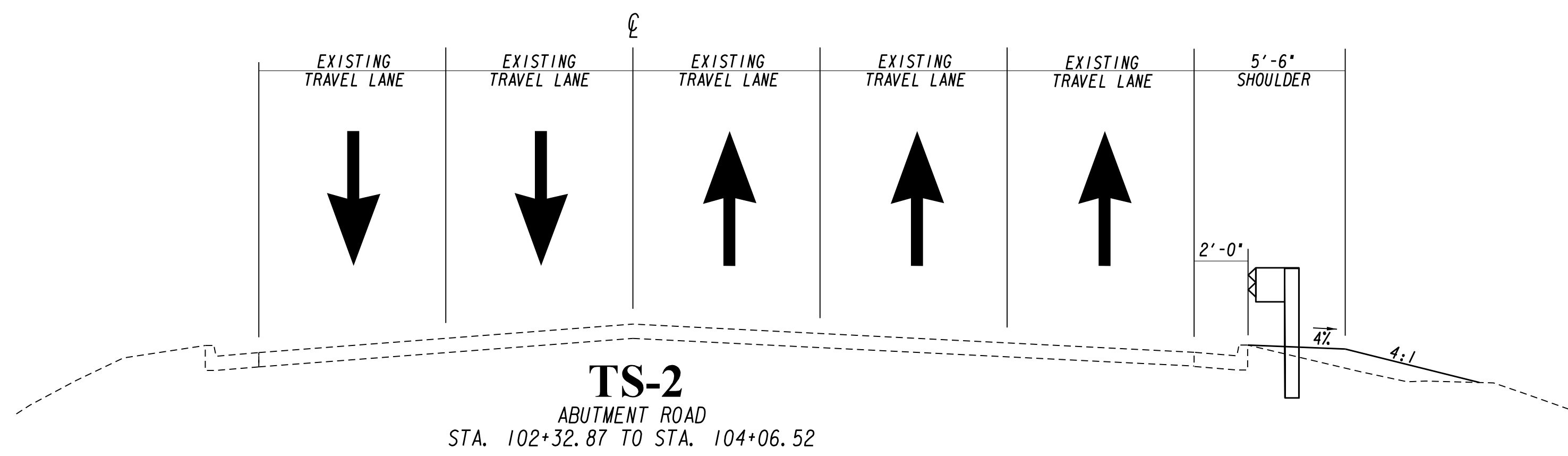
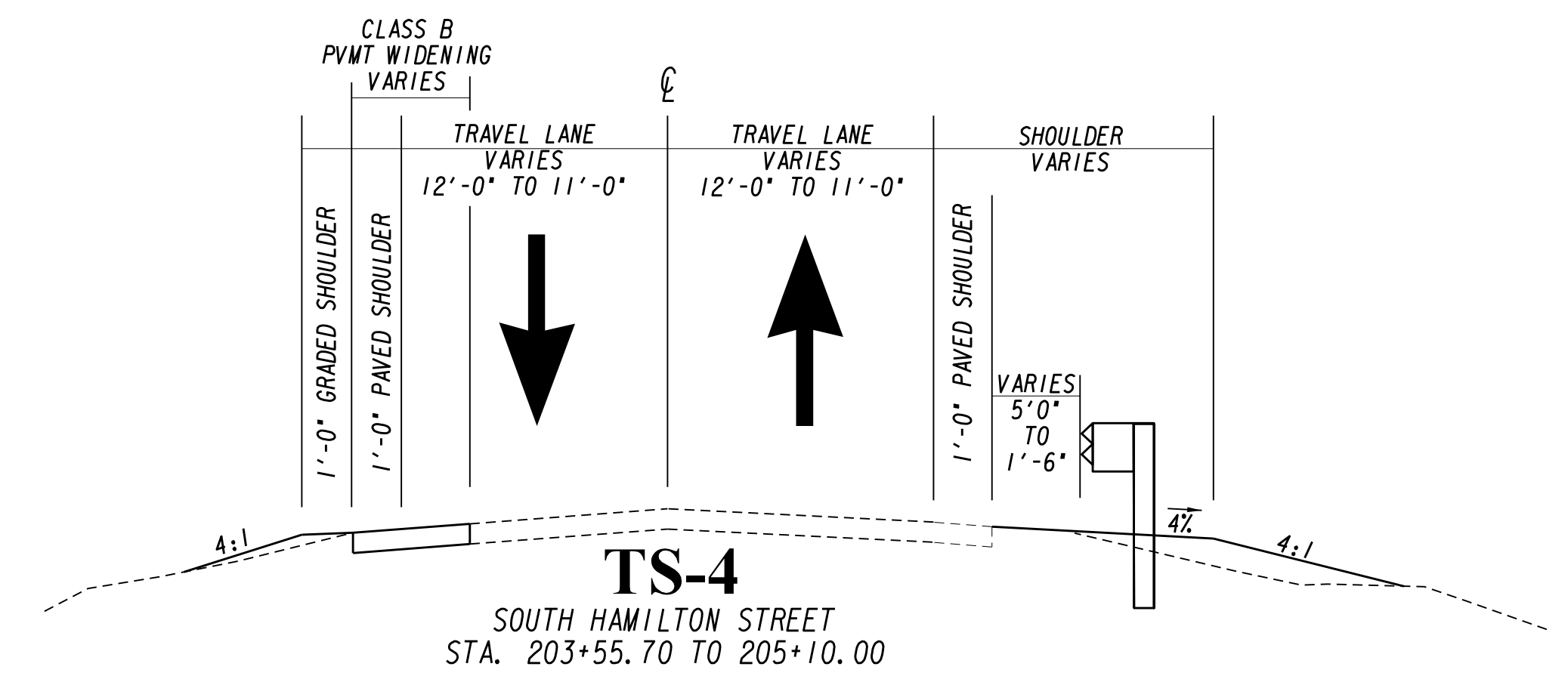
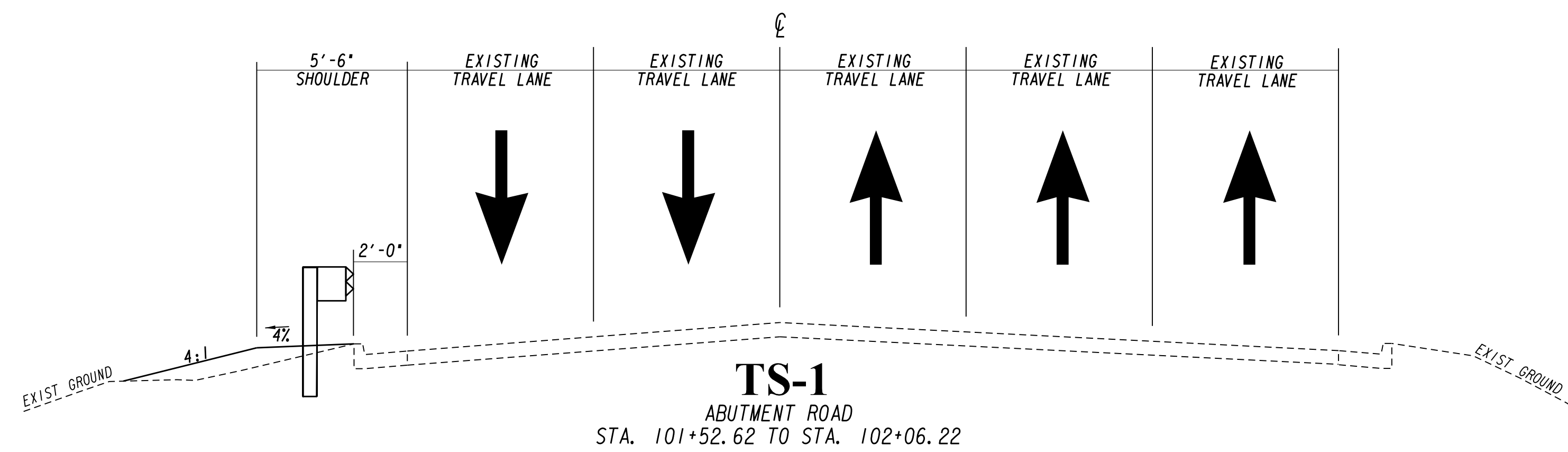
MAINTENANCE OF TRAFFIC GENERAL NOTES

1. ALL ITEMS NECESSARY FOR COMPLIANCE WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE PRICE BID FOR "TRAFFIC CONTROL".
2. ALL SIGNS AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
3. ALL SIGNS SHALL HAVE TYPE IX RETROREFLECTIVE SHEETING UNLESS OTHERWISE NOTED.
4. IN RESIDENTIAL AREAS, TEMPORARY AND PERMANENT SIGNS SHALL BE LOCATED ON OR AS CLOSE AS POSSIBLE TO PROPERTY LINES.
5. EXISTING TRAFFIC SIGNS SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT CONSTRUCTION. MAINTENANCE INCLUDES REPLACING DAMAGED AND STOLEN SIGNS, AND PERIODIC CLEANING OF EXISTING SIGNS AND CONSTRUCTION RELATED TRAFFIC CONTROL DEVICES.
6. THE WORKSITE TRAFFIC CONTROL SUPERVISOR (WTCS) SHALL BE RESPONSIBLE FOR THE ELIMINATION OF ANY CONFLICTING PAVEMENT MARKINGS. THE WTCS SHALL NOT USE "BLACK OUT PAINT" TO ERADICATE CONFLICTING MARKINGS. THE ENGINEER SHALL MAKE THE FINAL DETERMINATION WHETHER THE CONFLICTING MARKINGS HAVE BEEN ADEQUATELY ELIMINATED.
7. TEMPORARY TRAFFIC BARRIERS SHALL HAVE A TWO (2') FEET MINIMUM OFFSET FROM THE EDGE OF ANY TRAVEL LANE. ONLY TRAFFIC DRUMS, MEETING THE MINIMUM REQUIREMENTS OF THE MUTCD AND SECTION 150, AND TEMPORARY BARRIERS THAT ARE CRASHWORTHY SHALL BE USED ADJACENT TO TRAVEL LANES. UNLESS PRIOR APPROVAL IS GRANTED BY THE CITY OF DALTON DEPARTMENT OF PUBLIC WORKS, THE TEMPORARY BARRIERS CAN NOT BE PLACED LESS THAN TWO (2') FEET FROM THE EDGE OF THE TRAVEL LANE. THE USE OF TYPE I AND II BARRICADES AND TRAFFIC CONES IS PROHIBITED.
8. TRAFFIC DRUMS MEETING THE MINIMUM REQUIREMENTS OF THE MUTCD AND SECTION 150 SHALL BE USED FOR CHANNELIZATION OF TRAFFIC IN ALL TRAFFIC SHIFTS. FOR ANY WORK ZONE, THE MAXIMUM DRUM SPACING, IN FEET, SHALL BE THE DESIGN OR POSTED SPEED LIMIT, WHICHEVER IS LESS. BASED ON FIELD CONDITIONS, THE MAXIMUM SPACING OF THE TRAFFIC DRUMS MAY NEED TO BE FURTHER REDUCED.
9. ALL TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED BY THE CONTRACTOR SO AS NOT TO INTERFERE WITH SIGHT DISTANCES ALONG ANY ADJACENT SIDE ROAD OR DRIVEWAY.
10. THE CITY OF DALTON DEPARTMENT OF PUBLIC WORKS RESERVES THE RIGHT TO MODIFY THIS MAINTENANCE OF TRAFFIC PLAN AS FIELD CONDITIONS WARRANT. IF ADDITIONAL TRAFFIC CONTROL DEVICES ARE REQUIRED, THESE SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE DEPARTMENT OF PUBLIC WORKS.
11. THE CONTRACTOR MUST OBTAIN A ROAD CLOSURE PERMIT FROM THE CITY OF DALTON DEPARTMENT OF PUBLIC WORKS A MINIMUM OF 3 WEEKS PRIOR TO ROAD CLOSURE.
12. REFLECTORIZED TYPE 3 BARRICADES SHALL BE USED AT THE ACTUAL LOCATION OF TOTAL STREET CLOSURE. EACH BARRICADE SHALL HAVE TWO TYPE "A" LIGHTS AND ONE RT1-2 (ROAD CLOSED) SIGN ATTACHED.
13. ALL M4-9 SIGNS SHALL HAVE ADVISORY BLADES (INSTALLED ABOVE THE "DETOUR" SIGN) IDENTIFYING THE CLOSED STREET THAT THE DETOUR ROUTE SERVES.
14. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PREPARE A MAINTENANCE OF TRAFFIC PLAN FOR APPROVAL BY THE CITY OF DALTON DEPARTMENT OF PUBLIC WORKS BEFORE STARTING CONSTRUCTION. PAYMENT SHALL BE INCLUDED IN THE PRICE FOR "TRAFFIC CONTROL". THE CONTRACTOR WILL NOT BE ALLOWED TO CLOSE THE ROAD DURING THE CONSTRUCTION OF THE PROJECT WITHOUT APPROVAL BY THE ENGINEER.
15. NO LANE CLOSURES ARE ALLOWED BETWEEN 6-9AM AND 4-7PM WITHOUT PRIOR APPROVAL BY THE CITY OF DALTON DEPARTMENT OF PUBLIC WORKS.
16. THE CONTRACTOR SHALL MAINTAIN INGRESS AND EGRESS TO ALL DRIVEWAYS AT ALL TIMES.



REVISION DATES

CITY OF DALTON PUBLIC WORKS DEPARTMENT	
OFFICE:	
GENERAL NOTES	
GUARDRAIL IMPROVEMENTS	
DRAWING No. 04-0001	



NTS

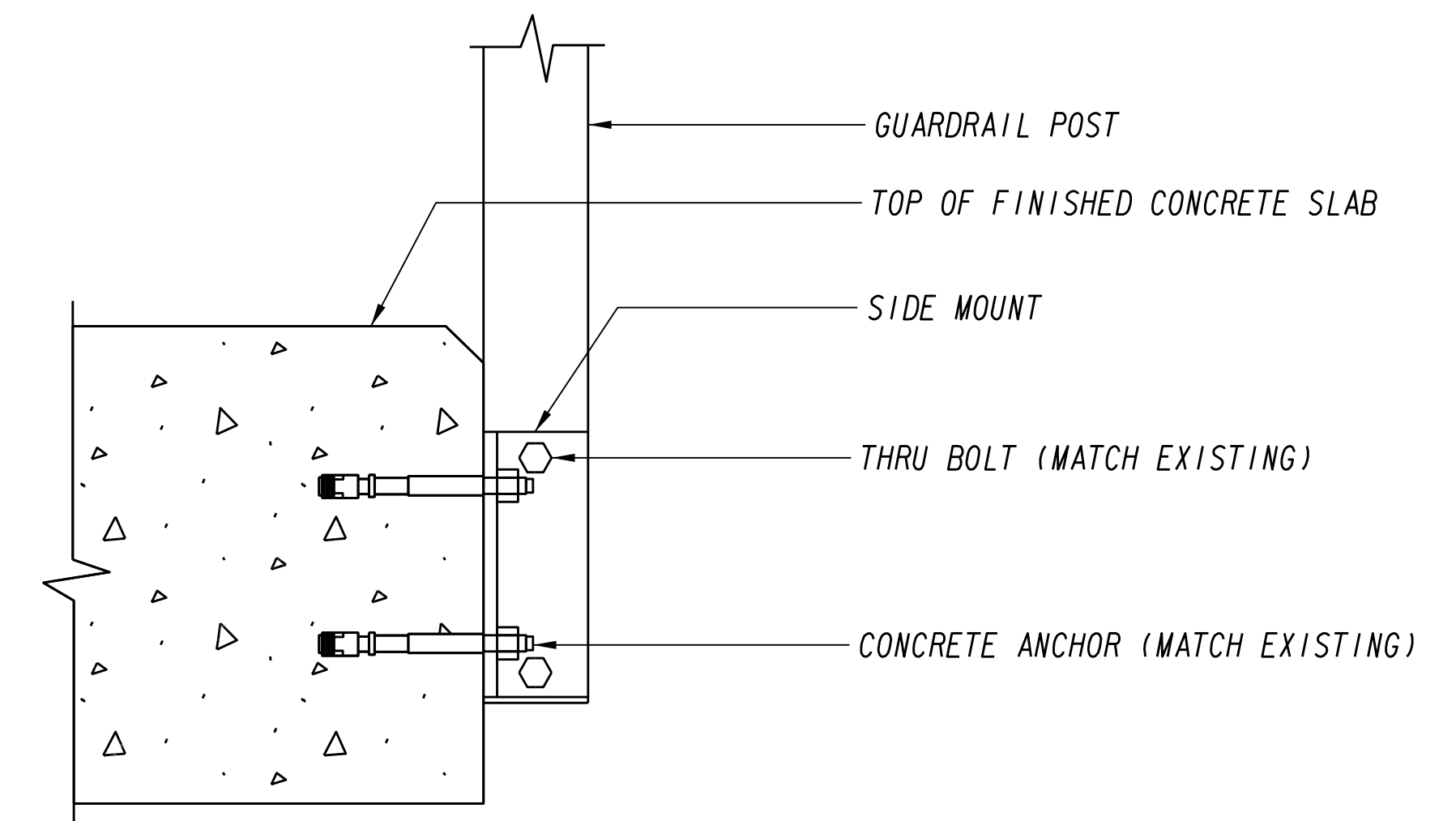
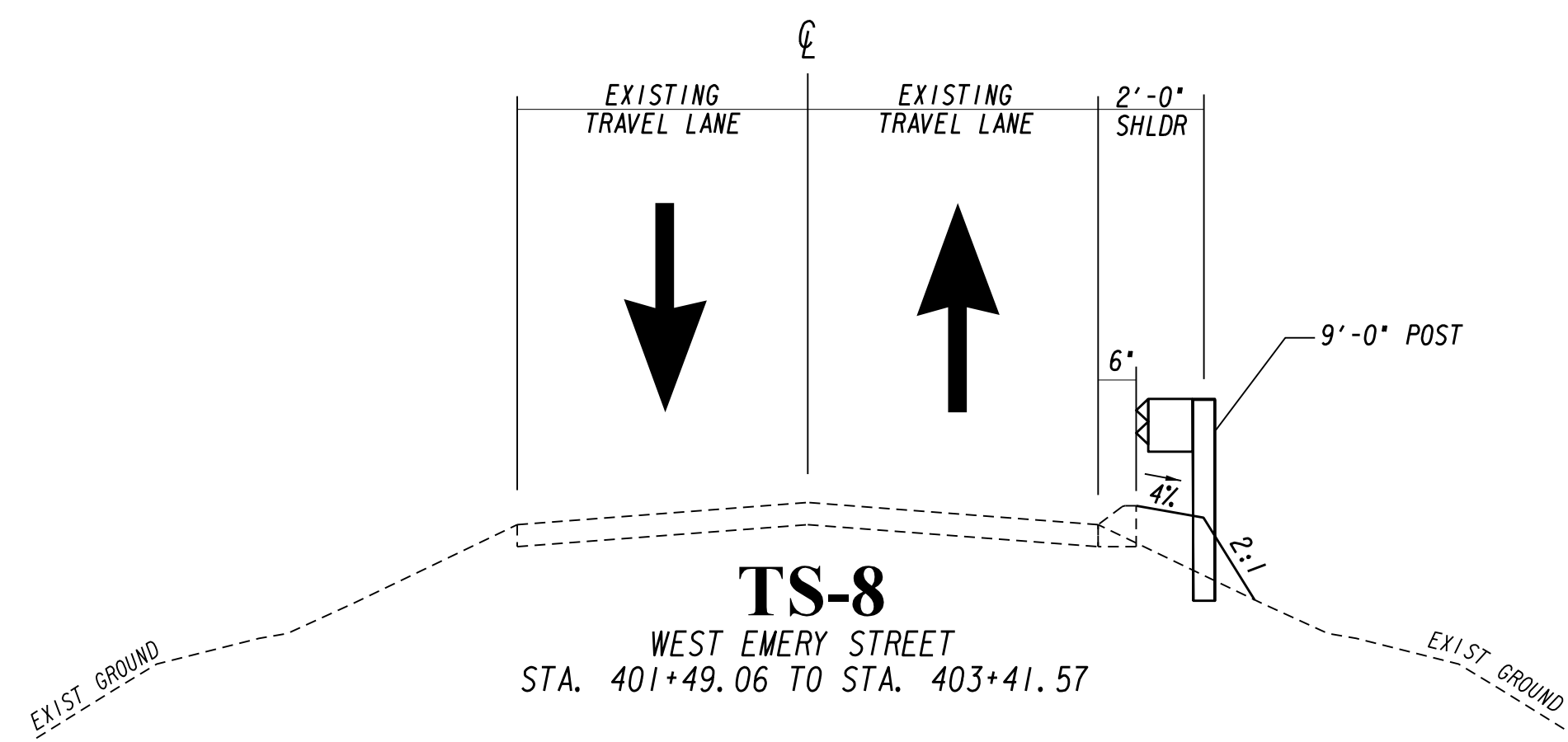
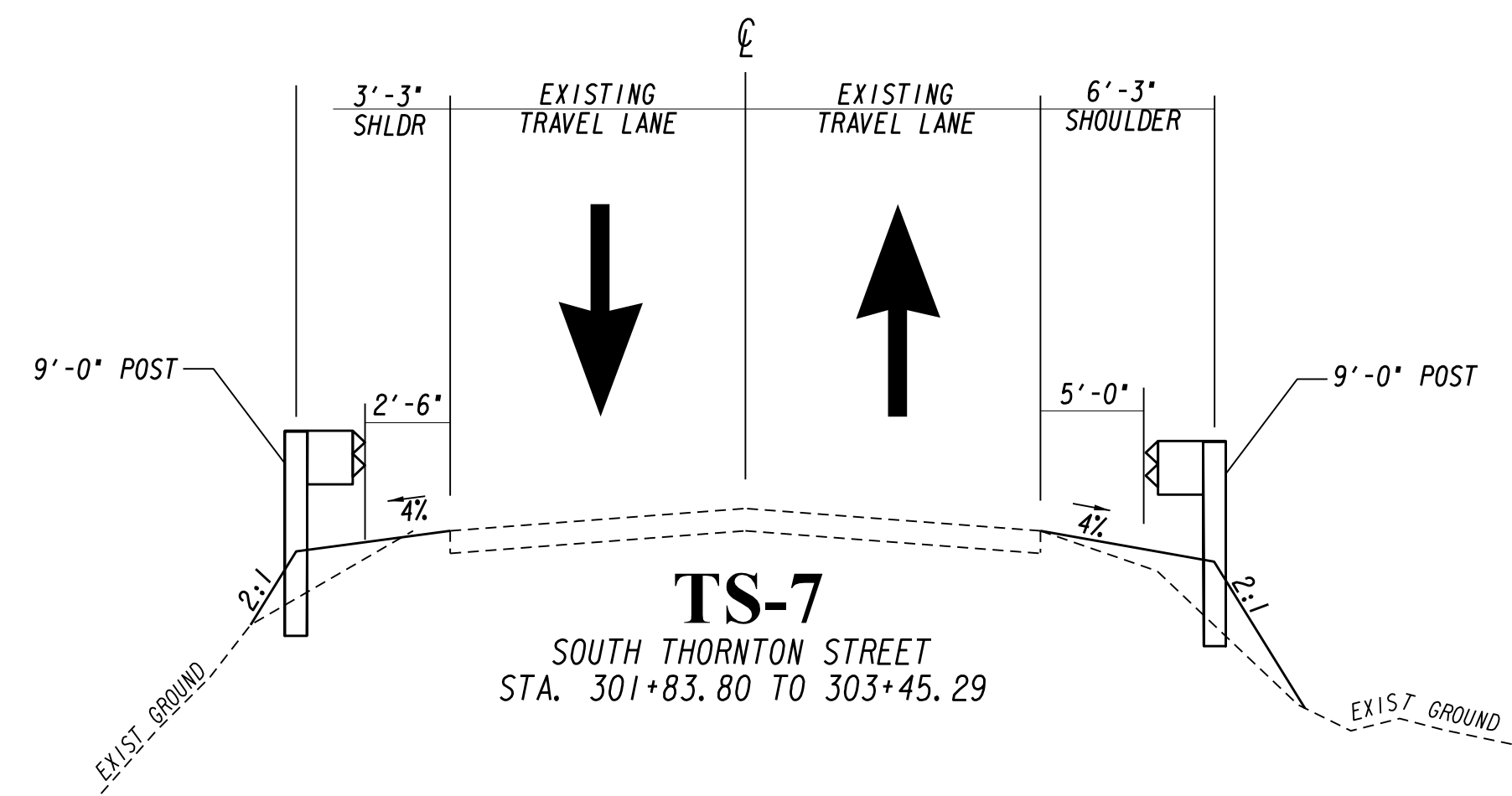
REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

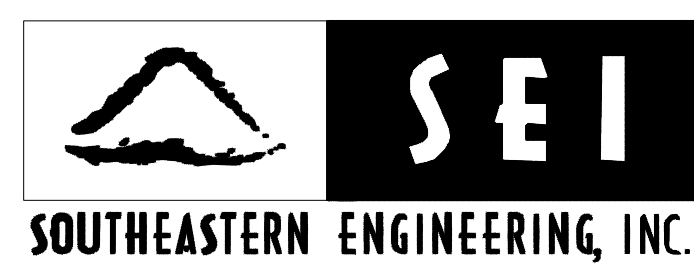
OFFICE:
TYPICAL SECTIONS

GUARDRAIL IMPROVEMENTS

DRAWING No.
05-0001



SPECIAL DETAIL
GUARDRAIL POST ATTACHMENT TO EXISTING CULVERT
LOCATION 3 - SOUTH THORNTON STREET



NTS

REVISION DATES	

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:

TYPICAL SECTIONS

GUARDRAIL IMPROVEMENTS

DRAWING No. 05-0002

DETAILED ESTIMATE

LOCATION 1: ABUTMENT RD @ JD PARROT JR PKWY GUARDRAIL REPLACEMENT DETAILED ESTIMATE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
ROADWAY ITEMS			
150-1000	TRAFFIC CONTROL	1	LS
210-0100	GRADING COMPLETE	1	LS
610-9001	REM SIGN	1	EA
611-5551	RESET SIGN	1	EA
641-1100	GUARDRAIL, TP T	74	LF
641-1200	GUARDRAIL, TP W	247	LF
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA

EROSION CONTROL ITEMS			
163-0232	TEMPORARY GRASSING	0.03	AC
163-0240	MULCH	0.08	TN
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	194	LF
171-0010	TEMPORARY SILT FENCE, TYPE A	387	LF
700-6910	PERMANENT GRASSING	0.03	AC
700-7000	AGRICULTURAL LIME	0.02	TN
700-8000	FERTILIZER MIXED GRADE	0.02	TN
700-8100	FERTILIZER NITROGEN CONTENT	2	LB

LOCATION 2: SOUTH HAMILTON AVE GUARDRAIL REPLACEMENT DETAILED ESTIMATE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
ROADWAY ITEMS			
150-1000	TRAFFIC CONTROL	1	LS
210-0100	GRADING COMPLETE	1	LS
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	250	SY
441-0301	CONC SPILLWAY, TP 3	1	EA
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	314	LF
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	37	CY
641-1100	GUARDRAIL, TP T	287	LF
641-1200	GUARDRAIL, TP W	312	LF
641-5001	GUARDRAIL ANCHORAGE, TP 1	1	EA
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	1	EA

SIGNING & MARKING ITEMS			
647-5230	SIGNAL ASSEMBLY, FLASHING SCHOOL, COMPLETE	1	EA
653-0100	THERMOPLASTIC PVMT MARKING, RR/HWY CROSSING SYMBOL	1	EA
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	1463	LF
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	1841	LF
654-1001	RAISED PVMT MARKERS, TP 1	47	EA
656-0050	REMOVE EXIST SOLID TRAF STRIPES, 5 IN, THERMOPLASTIC	1845	LF
656-5000	REMOVE EXIST TRAF MARKINGS - RR/HWY CROSSING SYMBOL	1	EA

EROSION CONTROL ITEMS			
163-0232	TEMPORARY GRASSING	0.19	AC
163-0240	MULCH	0.47	TN
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	808	LF
171-0010	TEMPORARY SILT FENCE, TYPE A	1616	LF
700-6910	PERMANENT GRASSING	0.19	AC
700-7000	AGRICULTURAL LIME	0.11	TN
700-8000	FERTILIZER MIXED GRADE	0.11	TN
700-8100	FERTILIZER NITROGEN CONTENT	10	LB

LOCATION 3: SOUTH THORNTON AVE GUARDRAIL REPLACEMENT DETAILED ESTIMATE

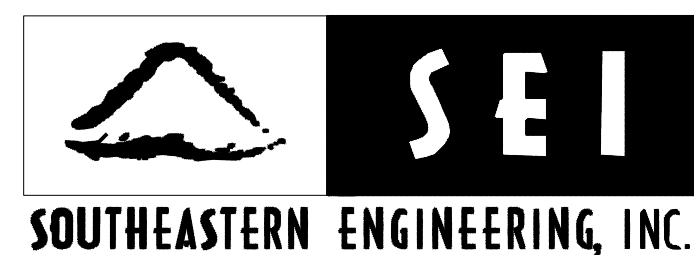
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
ROADWAY ITEMS			
150-1000	TRAFFIC CONTROL	1	LS
210-0100	GRADING COMPLETE	1	LS
610-9001	REM SIGN	5	EA
611-5551	RESET SIGN	4	EA
641-1200	GUARDRAIL, TP W	163	LF
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA
641-5015	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	2	EA

EROSION CONTROL ITEMS			
163-0232	TEMPORARY GRASSING	0.10	AC
163-0240	MULCH	0.26	TN
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	497	LF
171-0030	TEMPORARY SILT FENCE, TYPE C	994	LF
700-6910	PERMANENT GRASSING	0.10	AC
700-7000	AGRICULTURAL LIME	0.06	TN
700-8000	FERTILIZER MIXED GRADE	0.06	TN
700-8100	FERTILIZER NITROGEN CONTENT	6	LB

LOCATION 4: WEST EMERY ST @ LOVEMAN LN GUARDRAIL REPLACEMENT DETAILED ESTIMATE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT
ROADWAY ITEMS			
150-1000	TRAFFIC CONTROL	1	LS
210-0100	GRADING COMPLETE	1	LS
610-9001	REM SIGN	2	EA
611-5551	RESET SIGN	2	EA
641-1200	GUARDRAIL, TP W	96	LF
641-5001	GUARDRAIL ANCHORAGE, TP 1	2	EA

EROSION CONTROL ITEMS			
163-0232	TEMPORARY GRASSING	0.03	AC
163-0240	MULCH	0.07	TN
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	88	LF
171-0010	TEMPORARY SILT FENCE, TYPE A	175	LF
700-6910	PERMANENT GRASSING	0.03	AC
700-7000	AGRICULTURAL LIME	0.02	TN
700-8000	FERTILIZER MIXED GRADE	0.02	TN
700-8100	FERTILIZER NITROGEN CONTENT	2	LB



SOUTHEASTERN ENGINEERING, INC.

REVISION DATES

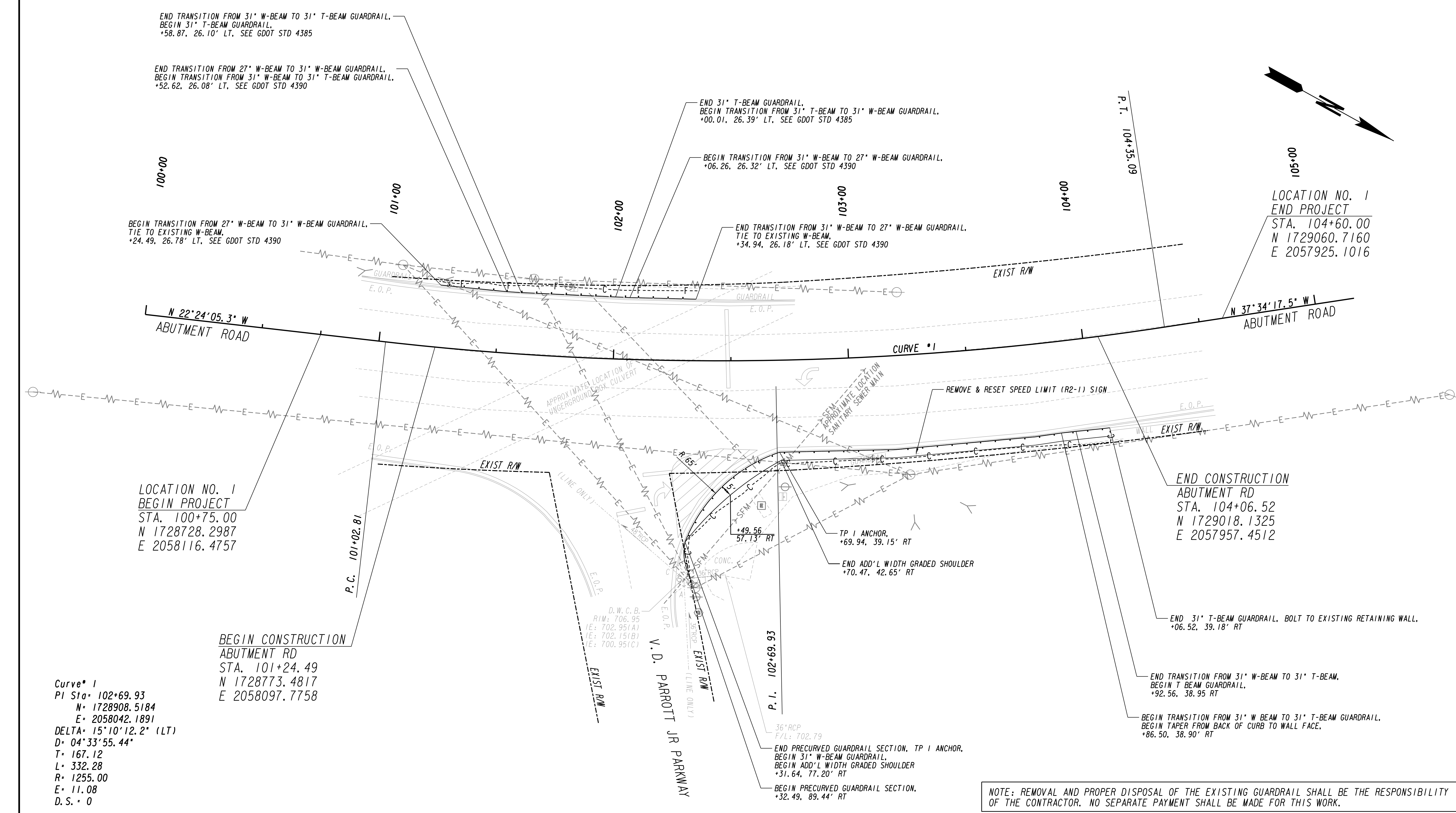
CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:

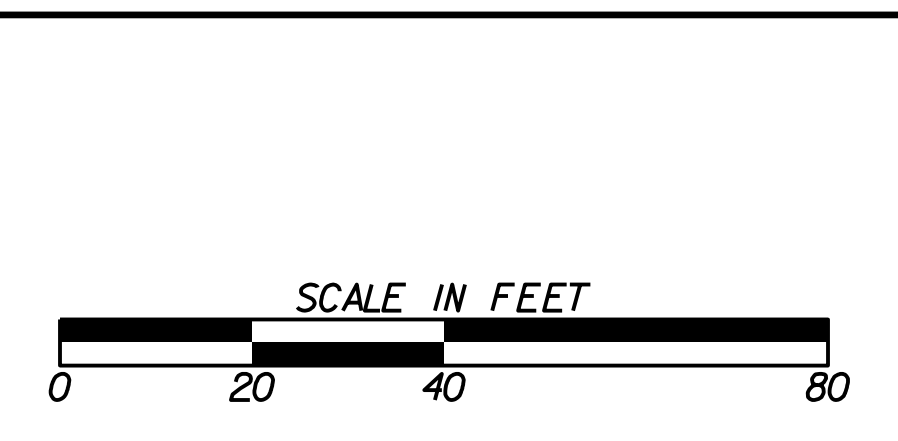
DETAILED ESTIMATE

GUARDRAIL IMPROVEMENTS

DRAWING No.
09-0001



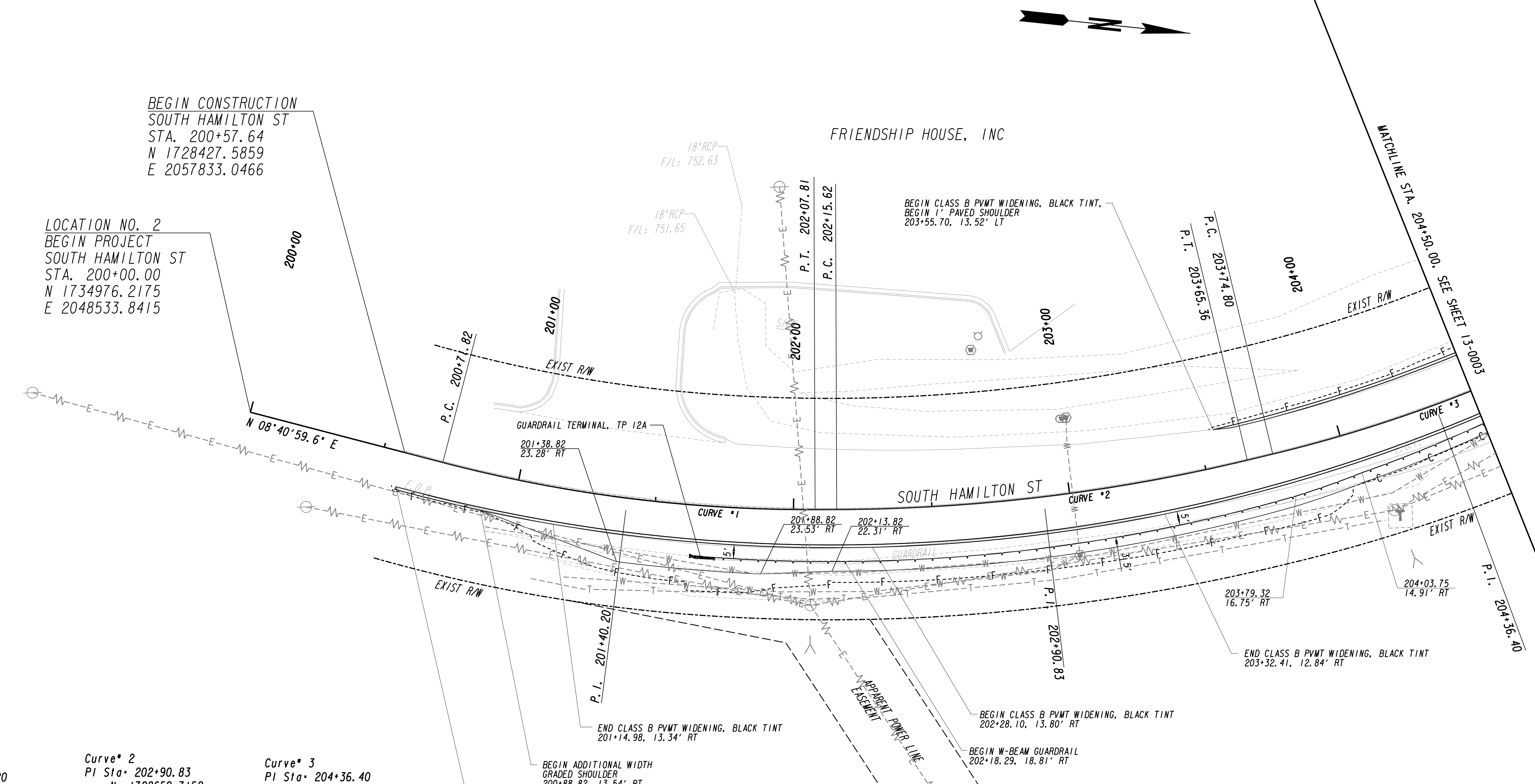
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REQUIRED R/W LINE	---	END LIMIT OF ACCESS.....ELA	---
CONSTRUCTION LIMITS	---C---F---	REQ'D LIMIT OF ACCESS	--- --- --- ---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	▨	REQ'D LIMIT OF ACCESS & R/W	--- --- --- ---
EASEMENT FOR CONSTR OF SLOPES	▩	ORANGE BARRIER FENCE	●
EASEMENT FOR CONSTR OF DRIVES	▧	ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	▼



REVISION	DATE	DESCRIPTION

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT
 OFFICE:
MAINLINE PLAN
 LOCATION NO. 1
 ABUTMENT ROAD GUARDRAIL

DRAWING No.
13-0001

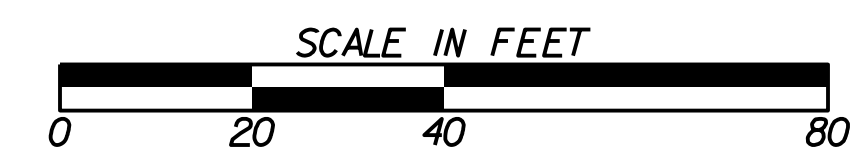
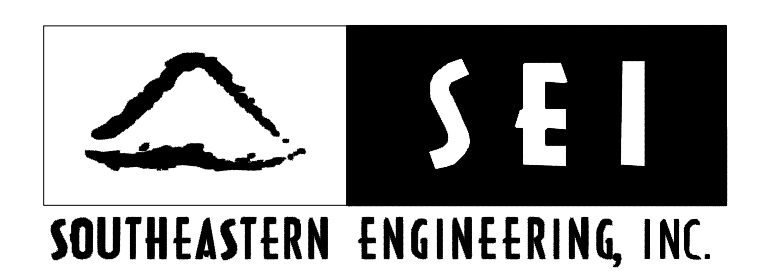


Curve #	PI Sta	Bearing	Distance	Radius
Curve # 1	201+40.20	N 14°50'29.5" (LT)	10'54'48.53"	525.00
Curve # 2	202+90.83	N 08°52'59.04"	75.21	645.00
Curve # 3	204+36.40	N 11°01'06.31"	61.60	520.00

NOTE: SEE SHEETS 26-0001, 26-0002 FOR STRIPING LAYOUT

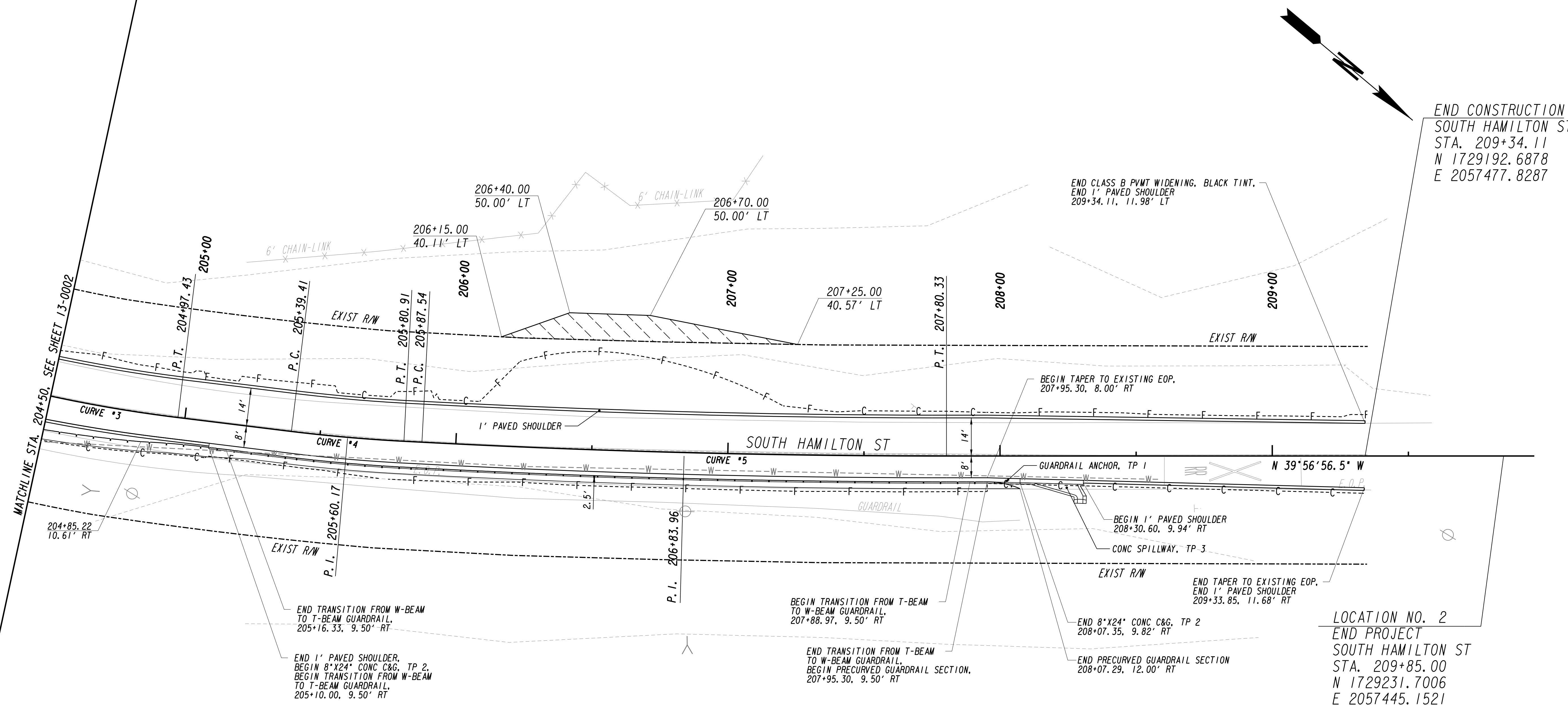
NOTE: REMOVAL AND PROPER DISPOSAL OF THE EXISTING GUARDRAIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

PROPERTY AND EXISTING R/W LINE	---	BEGIN LIMIT OF ACCESS.....BLA	---
REQUIRED R/W LINE	---	END LIMIT OF ACCESS.....ELA	---
CONSTRUCTION LIMITS	---	REQ'D LIMIT OF ACCESS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---	REQ'D LIMIT OF ACCESS & R/W	---
EASEMENT FOR CONSTR OF SLOPES	---	ORANGE BARRIER FENCE	---
EASEMENT FOR CONSTR OF DRIVES	---	ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---



REVISION DATES	DESCRIPTION

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT
 OFFICE:
MAINLINE PLAN
 LOCATION NO. 2
 SOUTH HAMILTON ST GUARDRAIL
 DRAWING No. 13-0002



END CONSTRUCTION
 SOUTH HAMILTON ST
 STA. 209+34.11
 N 1729192.6878
 E 2057477.8287

LOCATION NO. 2
 END PROJECT
 SOUTH HAMILTON ST
 STA. 209+85.00
 N 1729231.7006
 E 2057445.1521

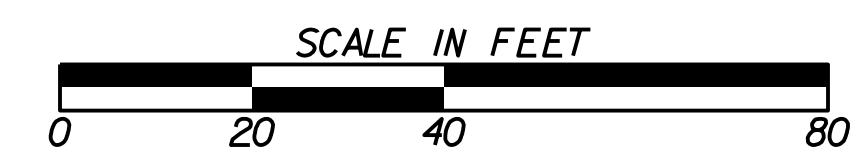
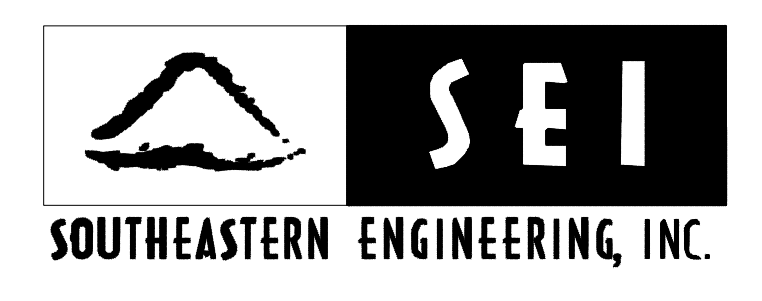
NOTE: SEE SHEETS 26-0001, 26-0002 FOR STRIPING LAYOUT

NOTE: REMOVAL AND PROPER DISPOSAL OF THE EXISTING GUARDRAIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

Curve #	PI Sta	N	E	DELTA	D	T	L	R	E	D.S.
Curve # 3	204+36.40	1728797.6117	2057780.5466	13°30'45.4" (LT)	11°01'06.31"	61.60	122.64	520.00	3.64	0
Curve # 4	205+60.17	1728901.9220	2057712.8782	03°57'45.6" (LT)	09°32'57.47"	20.76	41.50	600.00	0.36	0
Curve # 5	206+83.96	1729000.8814	2057638.4828	03°00'50.4" (LT)	01°33'47.96"	96.42	192.79	3665.00	1.27	0

PROPERTY AND EXISTING R/W LINE
 REQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DRIVES

---E--- BEGIN LIMIT OF ACCESS.....BLA
 ---F--- END LIMIT OF ACCESS.....ELA
 ---C--- REQ'D LIMIT OF ACCESS
 ---H--- REQ'D LIMIT OF ACCESS & R/W
 ---I--- ORANGE BARRIER FENCE
 ---J--- ESA - ENV. SENSITIVE AREA
 (SEE ERIT TABLE)



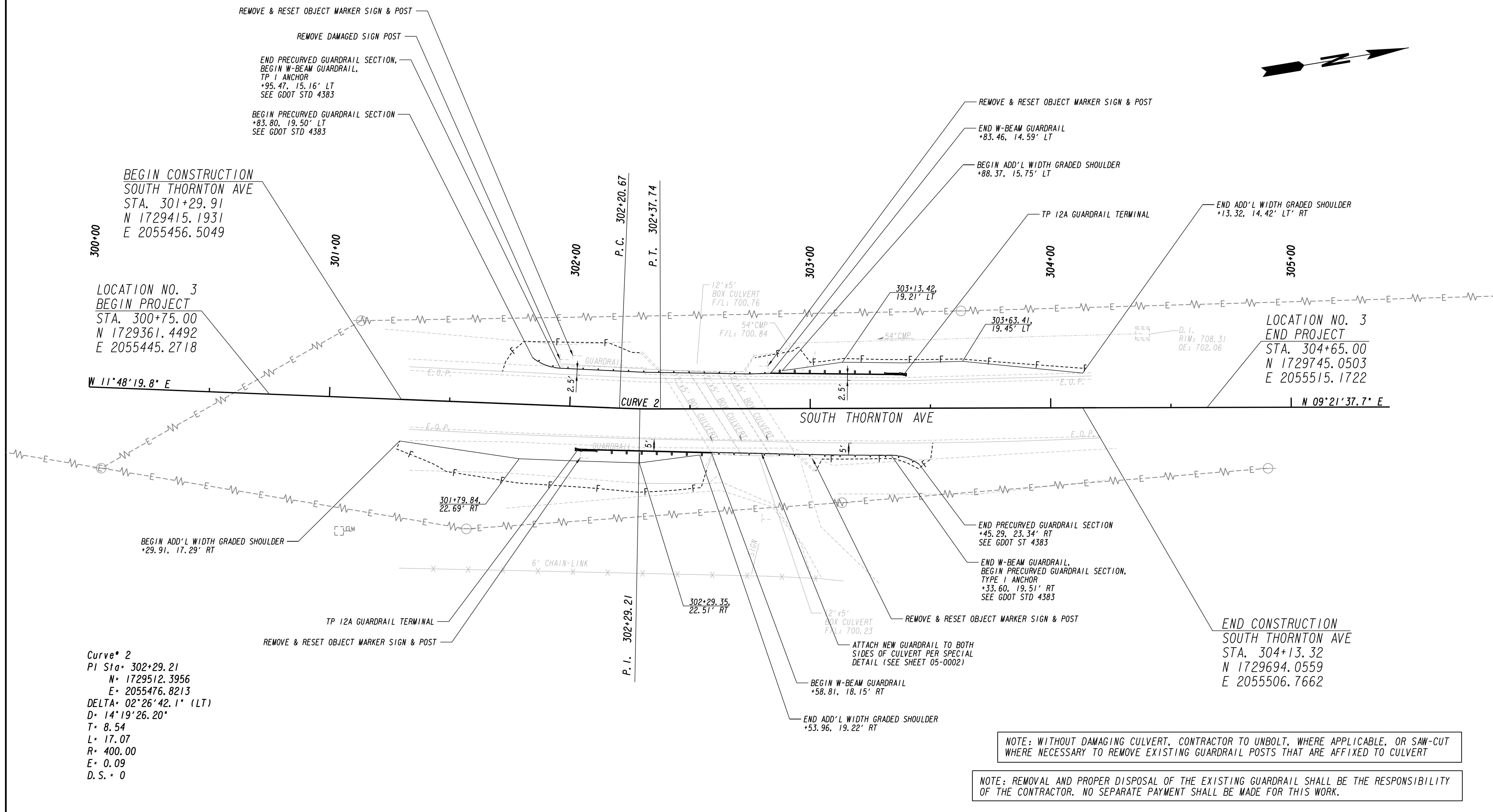
REVISION DATES

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT

OFFICE:
MAINLINE PLAN

LOCATION NO. 2
 SOUTH HAMILTON ST GUARDRAIL

DRAWING No.
13-0003

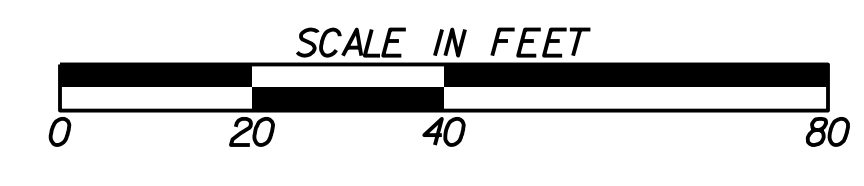
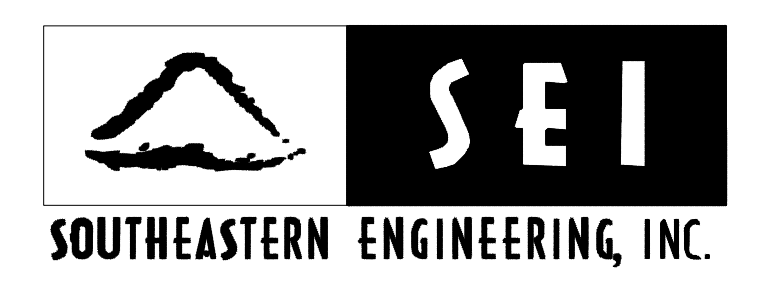


NOTE: WITHOUT DAMAGING CULVERT, CONTRACTOR TO UNBOLT, WHERE APPLICABLE, OR SAW-CUT WHERE NECESSARY TO REMOVE EXISTING GUARDRAIL POSTS THAT ARE AFFIXED TO CULVERT

NOTE: REMOVAL AND PROPER DISPOSAL OF THE EXISTING GUARDRAIL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. NO SEPARATE PAYMENT SHALL BE MADE FOR THIS WORK.

PROPERTY AND EXISTING R/W LINE	----
REQUIRED R/W LINE	----
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	----
END LIMIT OF ACCESS.....ELA	----
REQ'D LIMIT OF ACCESS	----
REQ'D LIMIT OF ACCESS & R/W	----
ORANGE BARRIER FENCE	----
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	----



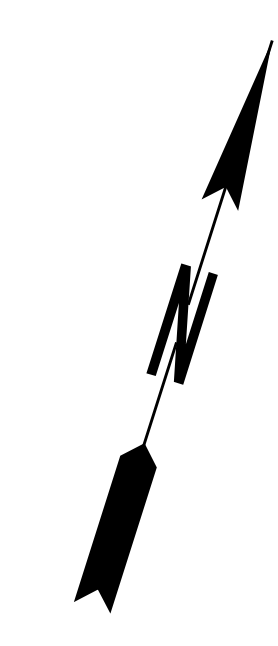
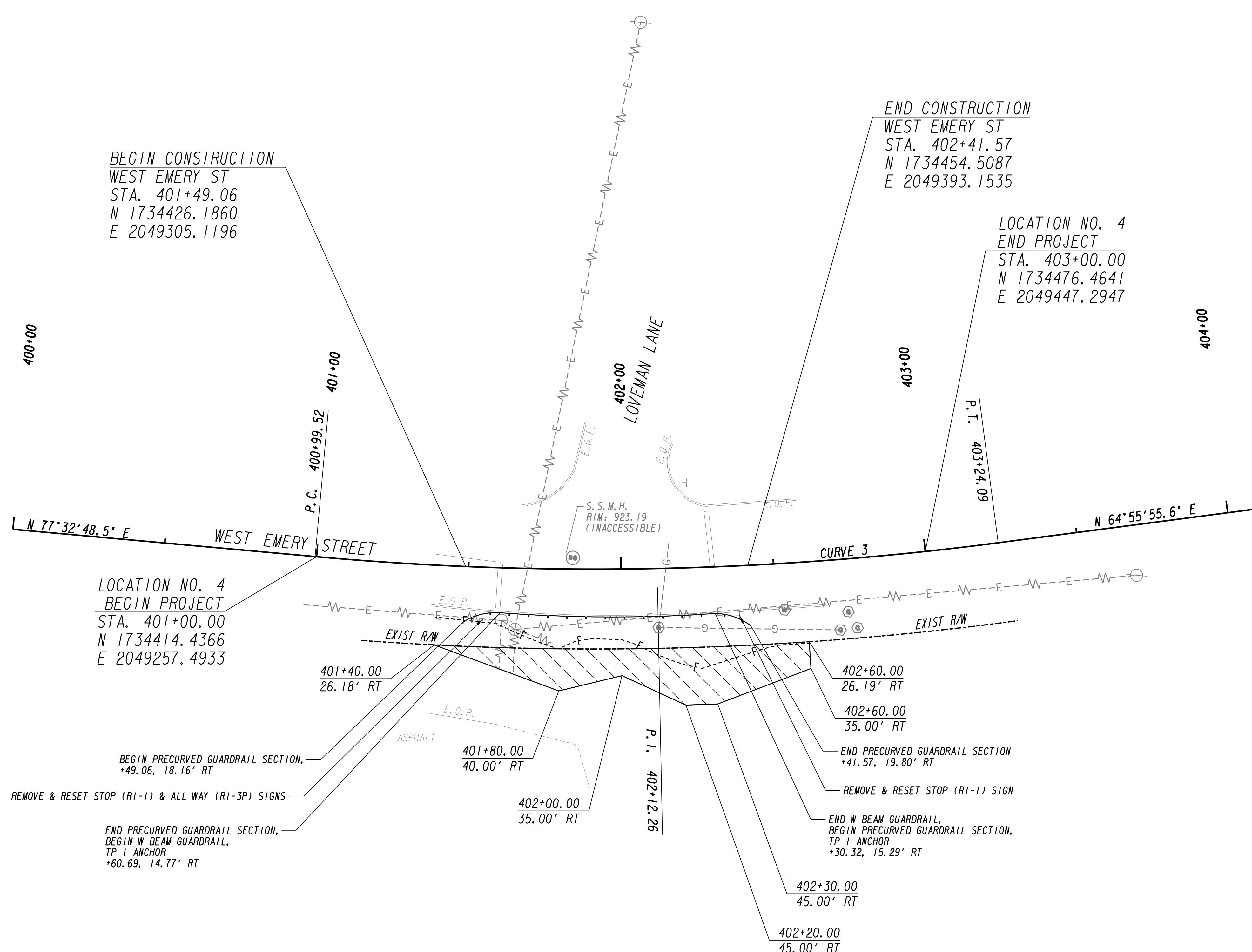
REVISION DATES	

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT

OFFICE:
MAINLINE PLAN

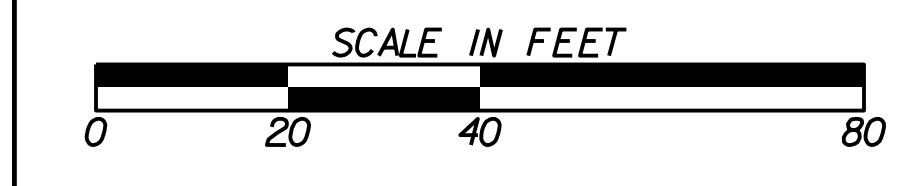
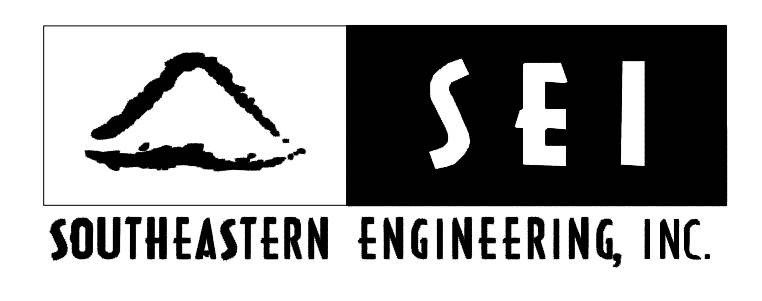
LOCATION 3
 SOUTH THORNTON AVE GUARDRAIL

DRAWING No.
13-0004



PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
REQ'D LIMIT OF ACCESS	---o---o---
REQ'D LIMIT OF ACCESS & R/W	--- --- ---
ORANGE BARRIER FENCE	---●---●---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---▲---▲---



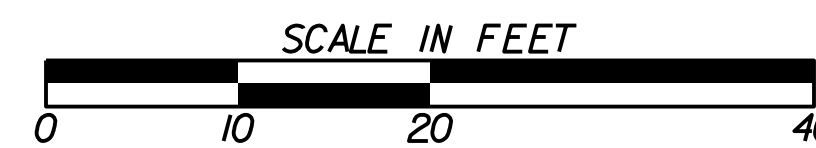
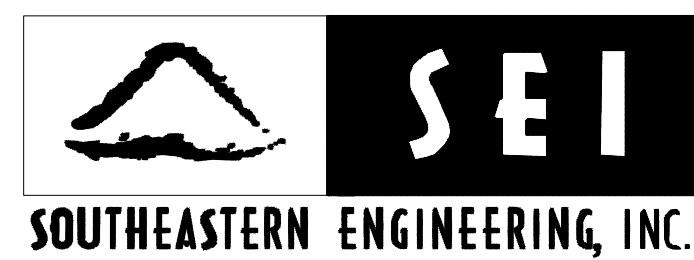
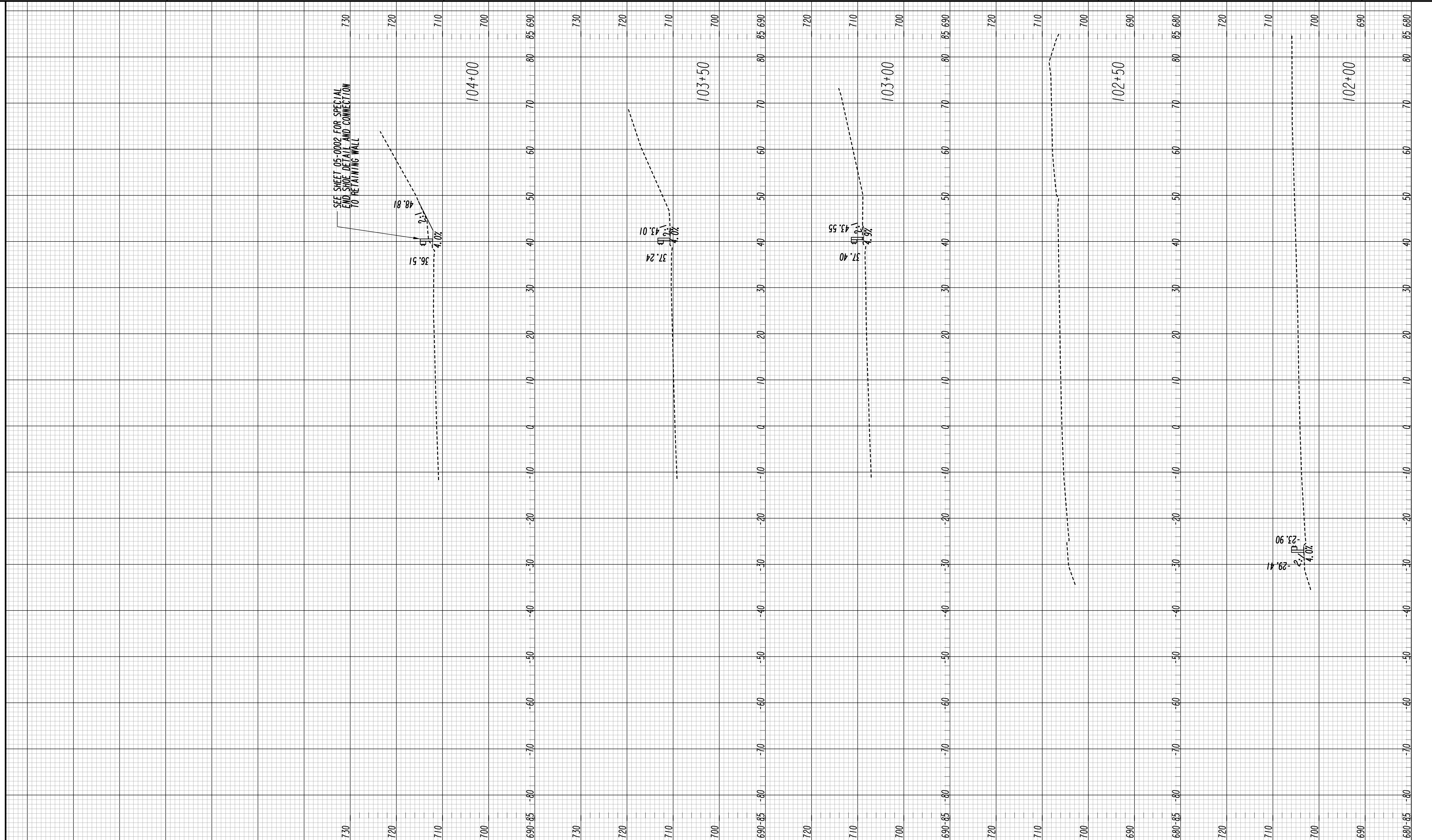
REVISION DATES	

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT

OFFICE:
MAINLINE PLAN

LOCATION NO. 4
 WEST EMERY ST GUARDRAIL

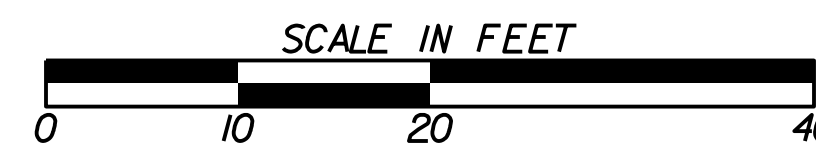
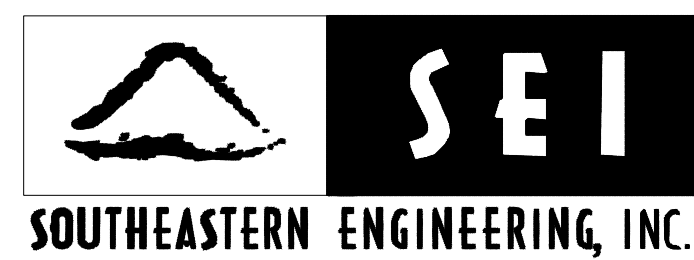
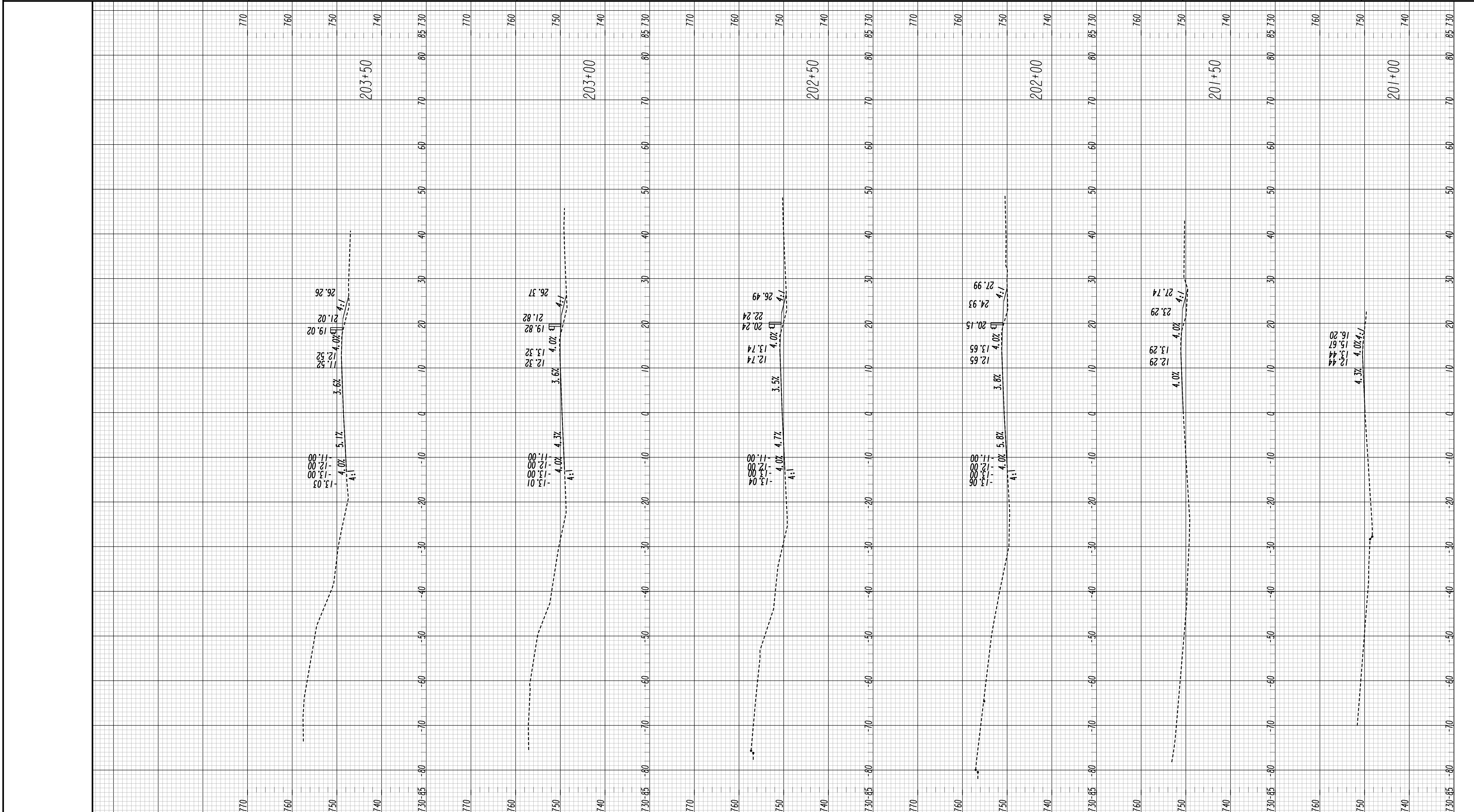
DRAWING No.
13-0005



REVISION	DATE	DESCRIPTION

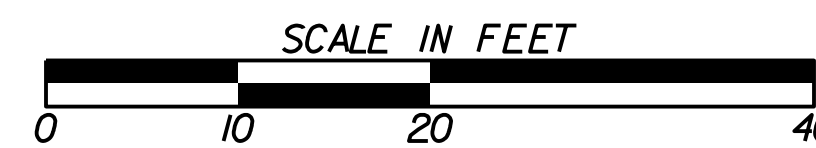
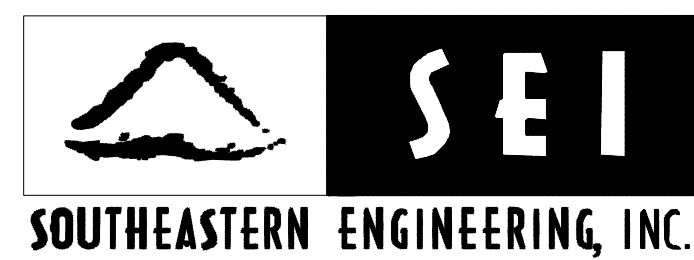
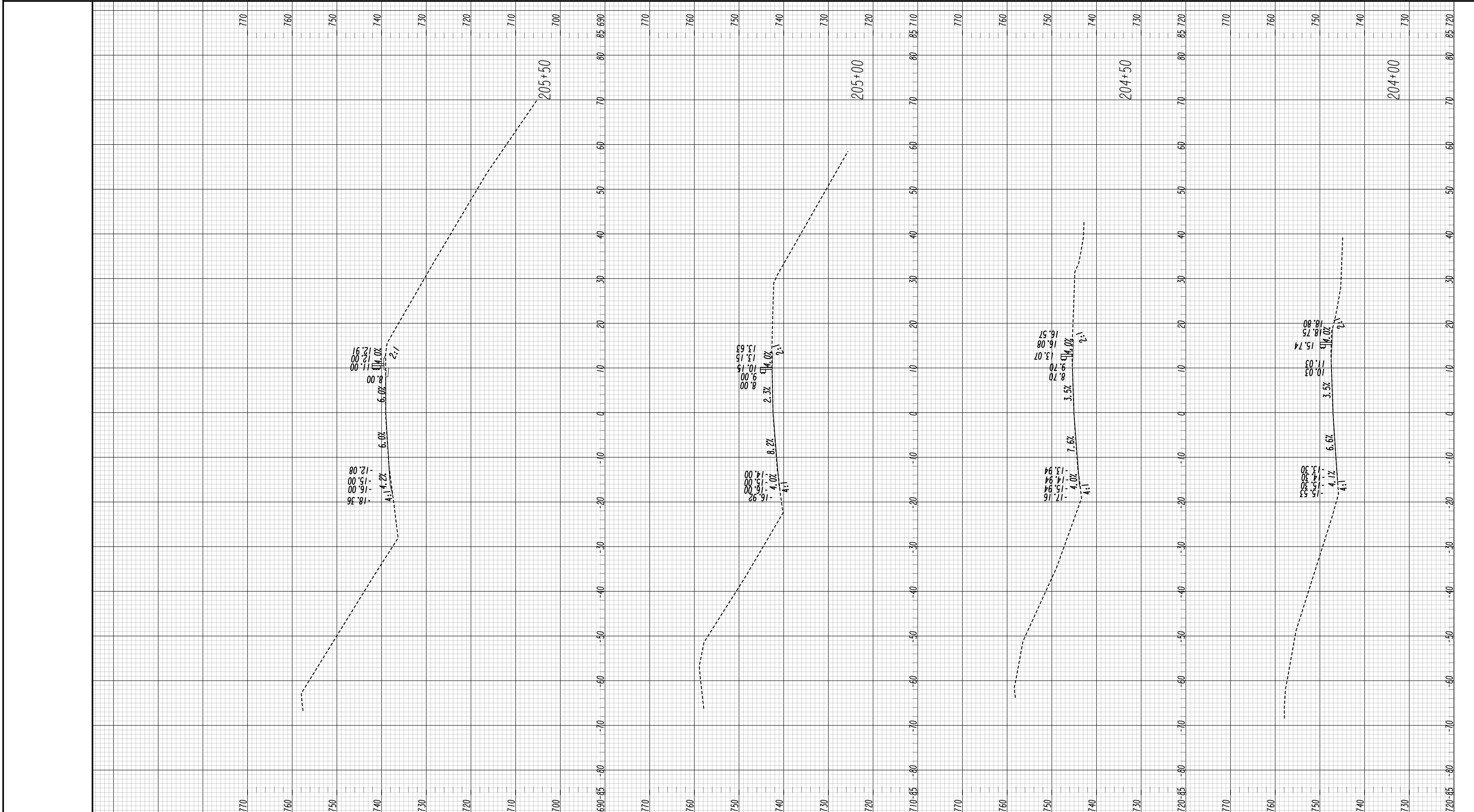
CITY OF DALTON
 PUBLIC WORKS DEPARTMENT
 OFFICE:
CROSS SECTIONS
 LOCATION NO. 1
 ABUTMENT ROAD GUARDRAIL

DRAWING No.
23-0001



REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT
OFFICE:
CROSS SECTIONS
LOCATION NO. 2
SOUTH HAMILTON GUARDRAIL
DRAWING No. 23-0002



REVISION DATES

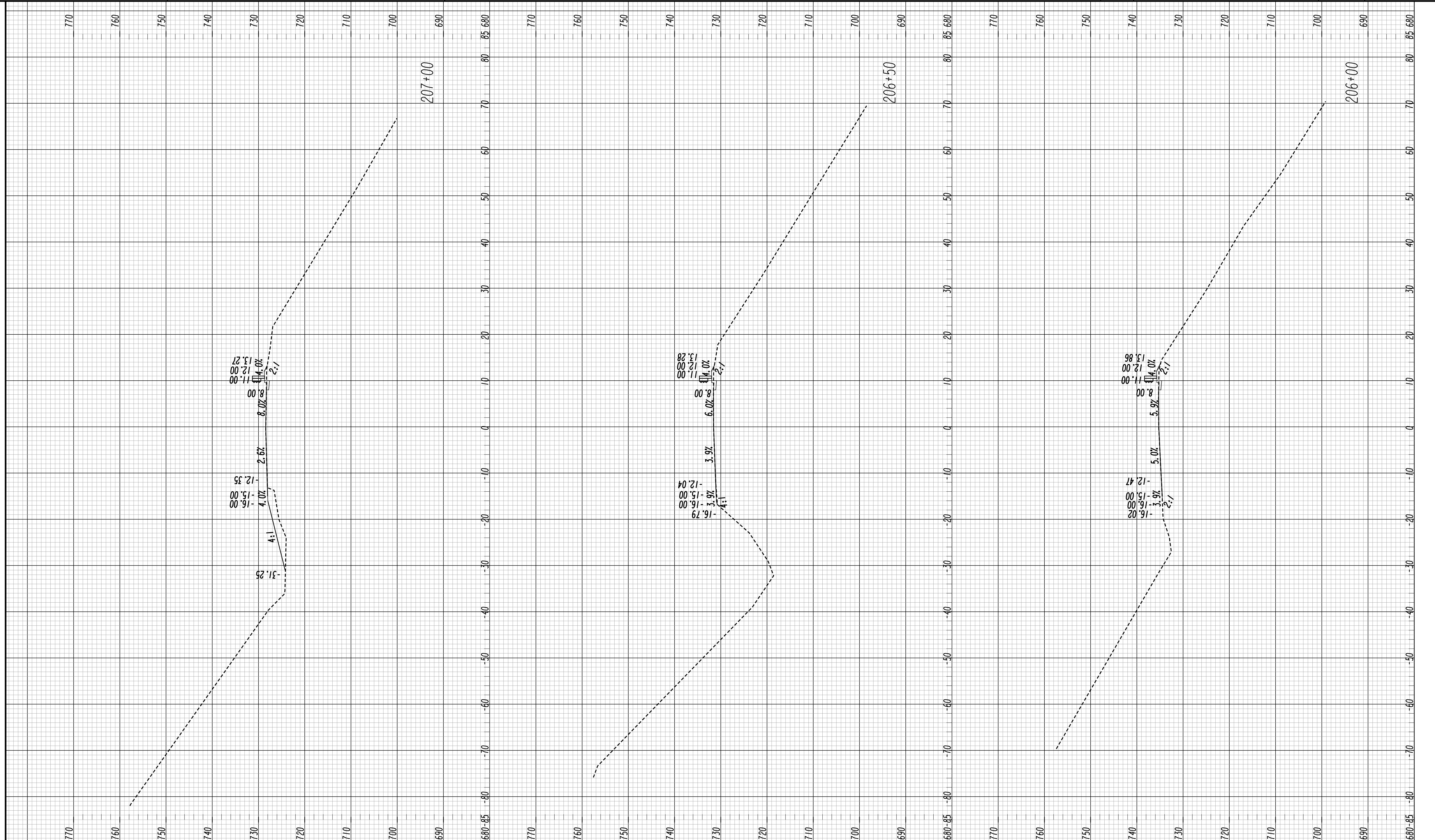
CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:

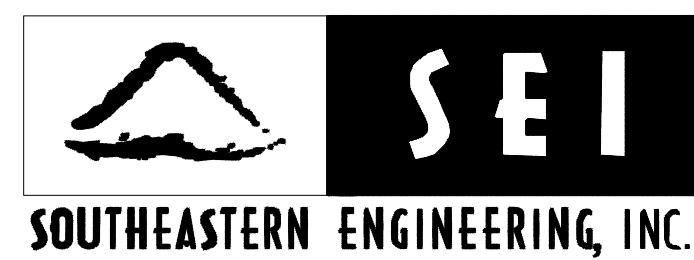
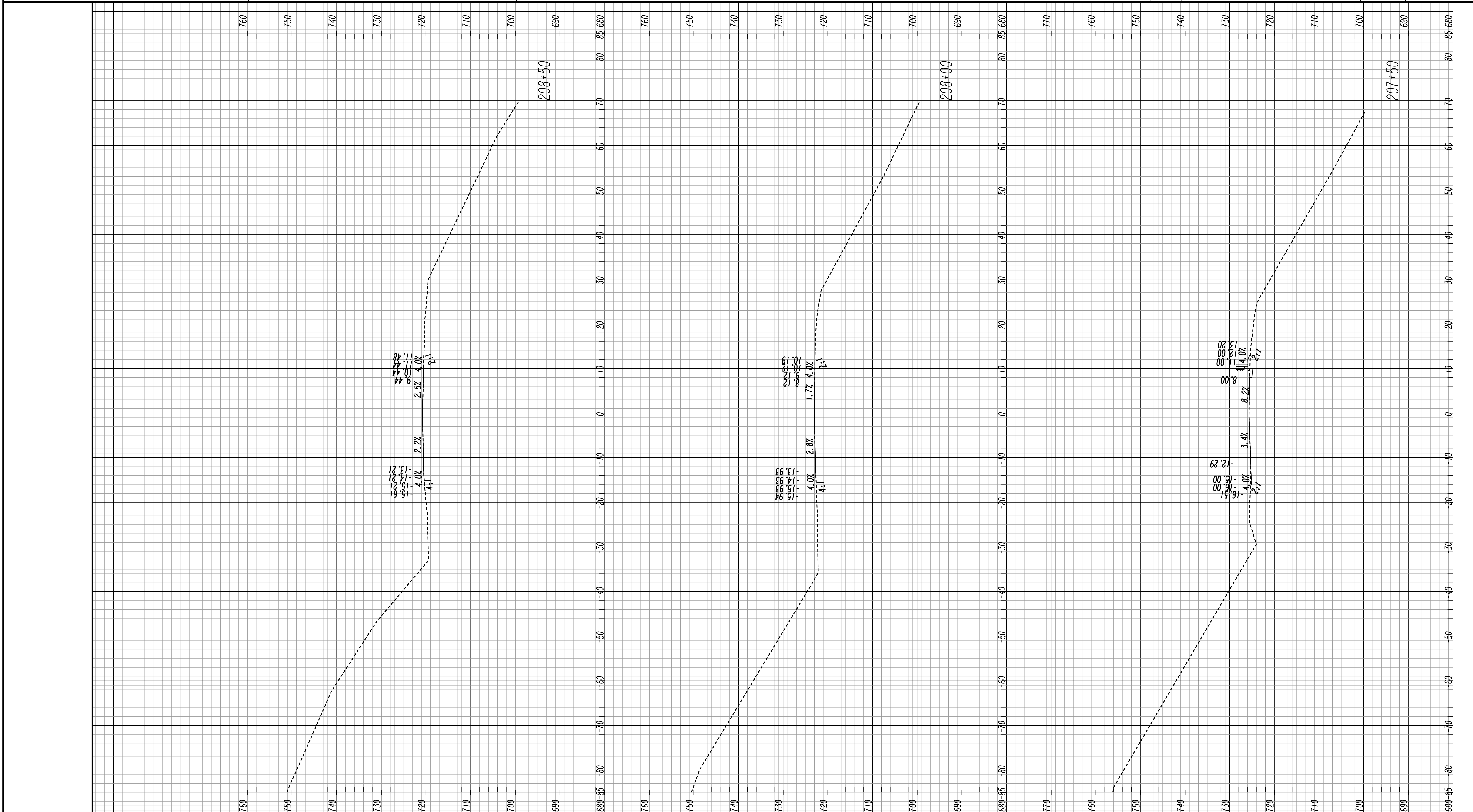
CROSS SECTIONS

LOCATION NO. 2
SOUTH HAMILTON GUARDRAIL

DRAWING No.
23-0003



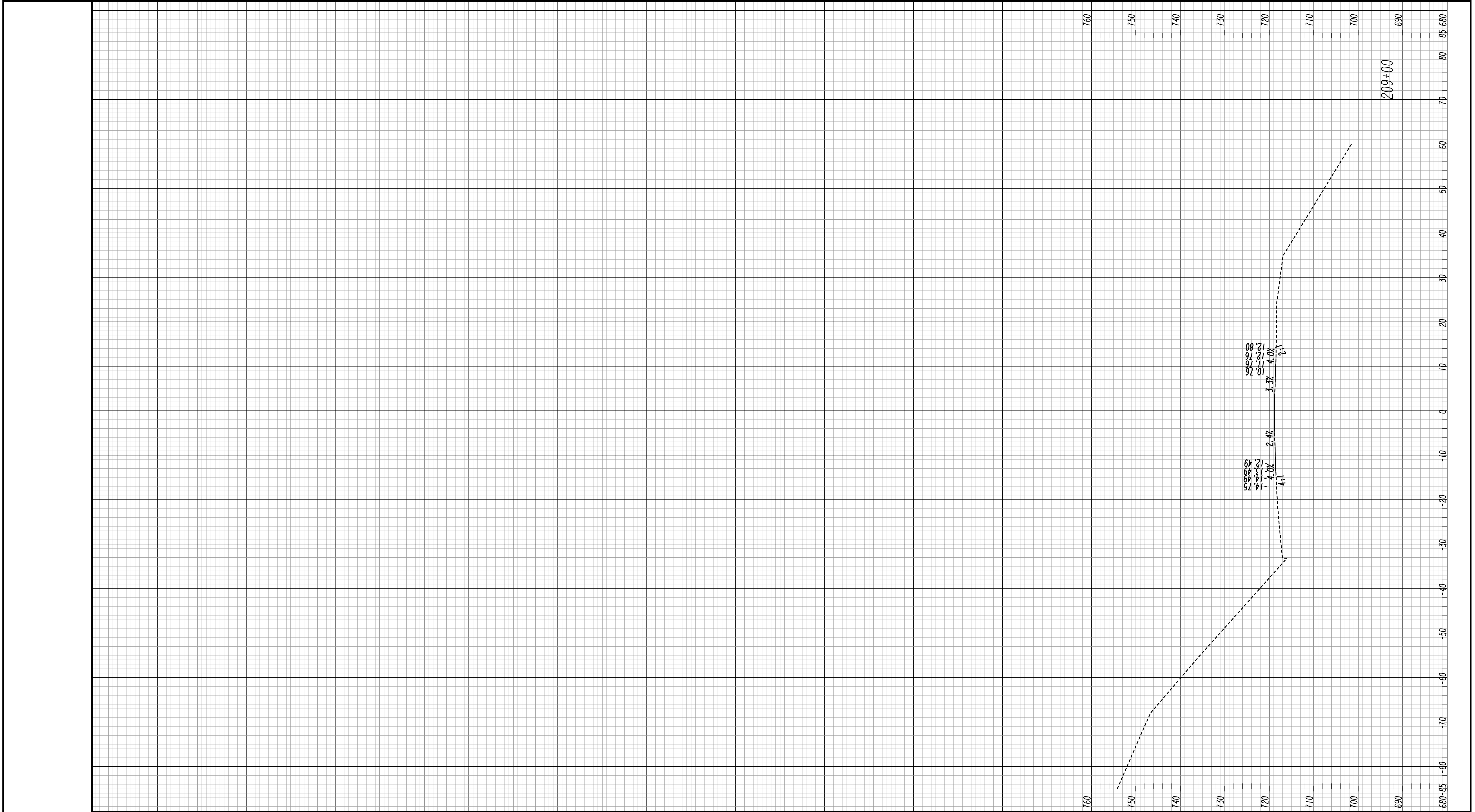
REVISION DATES		CITY OF DALTON PUBLIC WORKS DEPARTMENT	
		OFFICE:	
		CROSS SECTIONS	
		LOCATION NO. 2 SOUTH HAMILTON GUARDRAIL	
		DRAWING No. 23-0004	



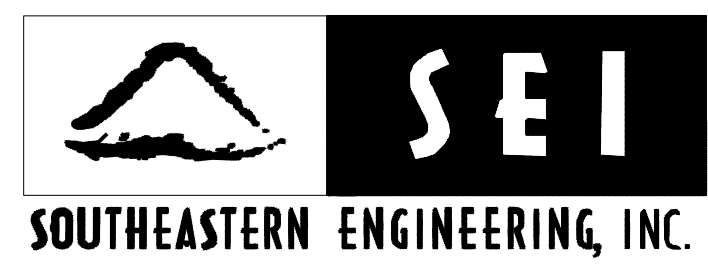
REVISION	DATE	DESCRIPTION

CITY OF DALTON
PUBLIC WORKS DEPARTMENT
OFFICE:
CROSS SECTIONS
LOCATION NO. 2
SOUTH HAMILTON GUARDRAIL

DRAWING No.
23-0005



09/17/2015 SUXENOLD



REVISION DATES

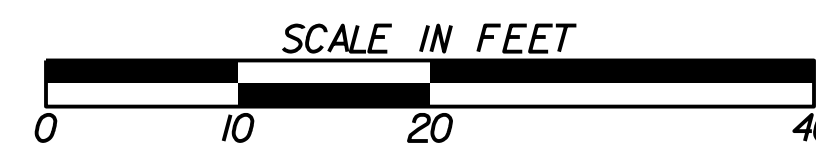
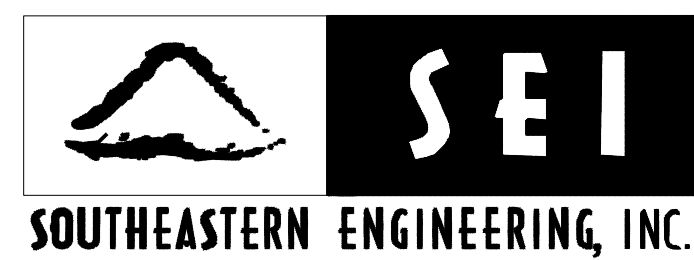
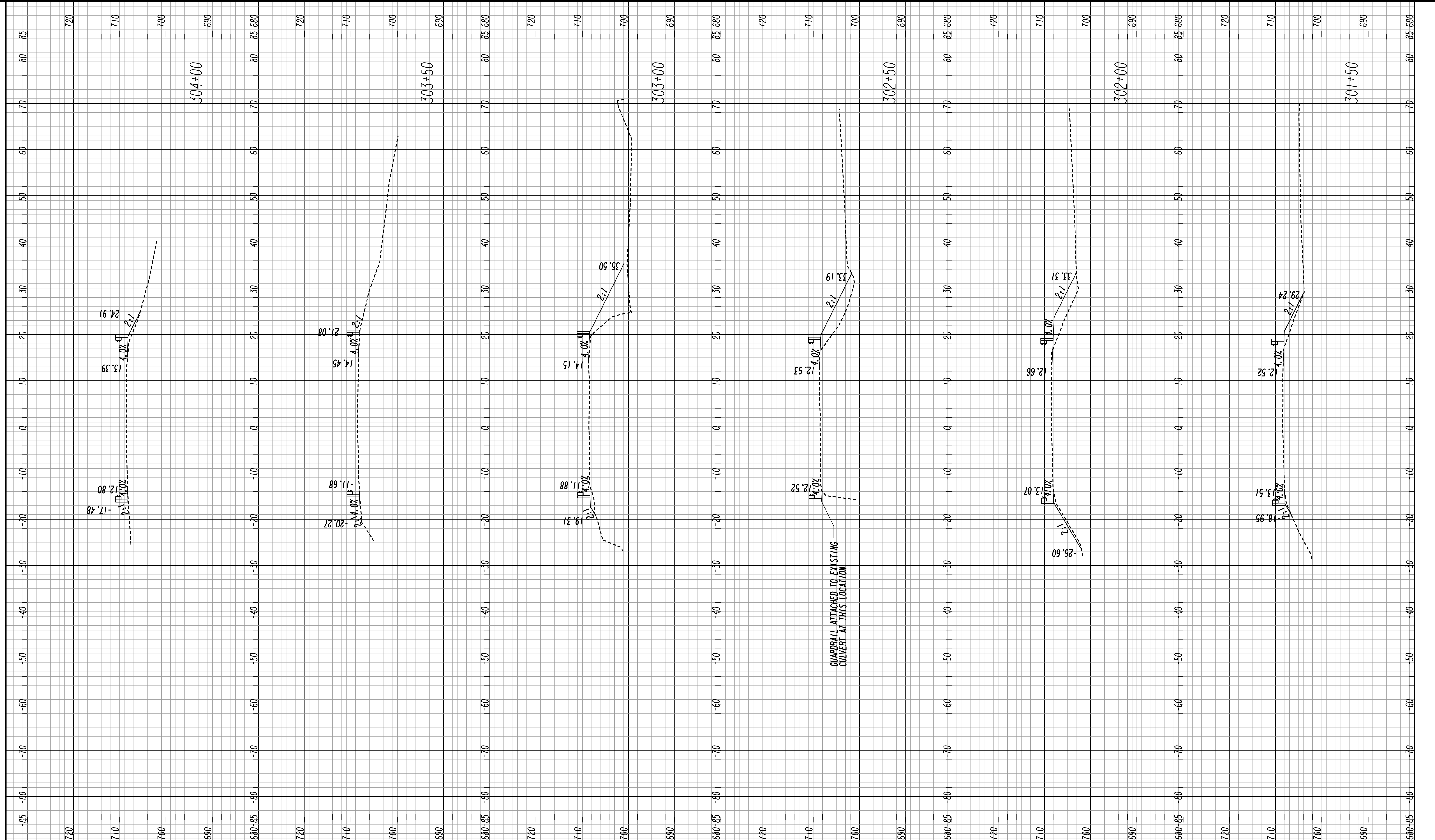
CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:

CROSS SECTIONS

LOCATION NO. 2
SOUTH HAMILTON GUARDRAIL

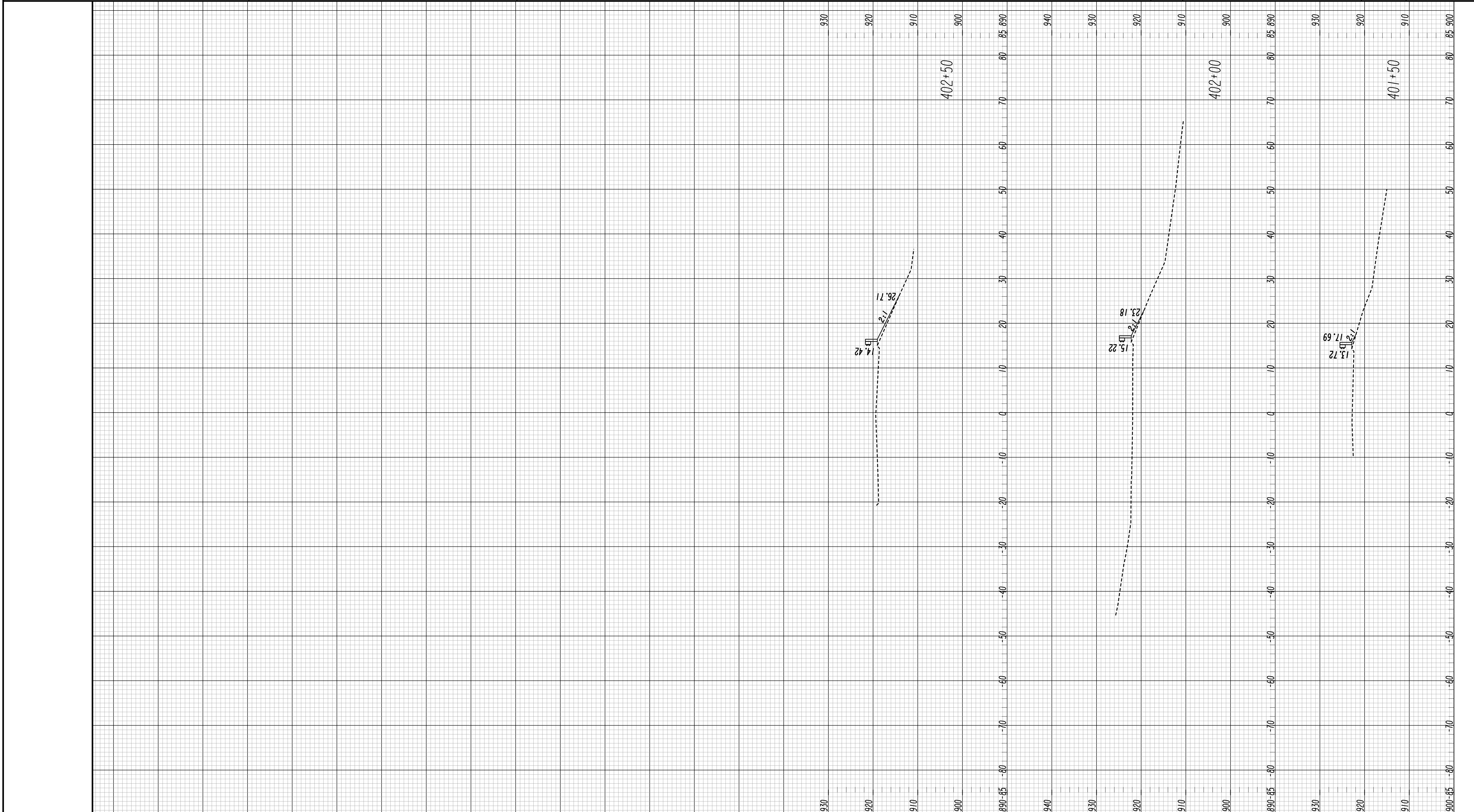
DRAWING No.
23-0006



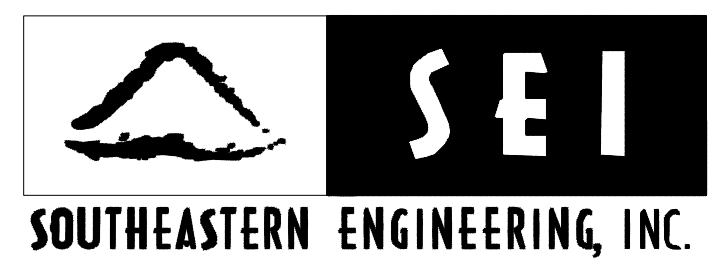
REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT
OFFICE:
CROSS SECTIONS
LOCATION NO. 3
SOUTH THORNTON AVE GUARDRAIL

DRAWING No.
23-0007

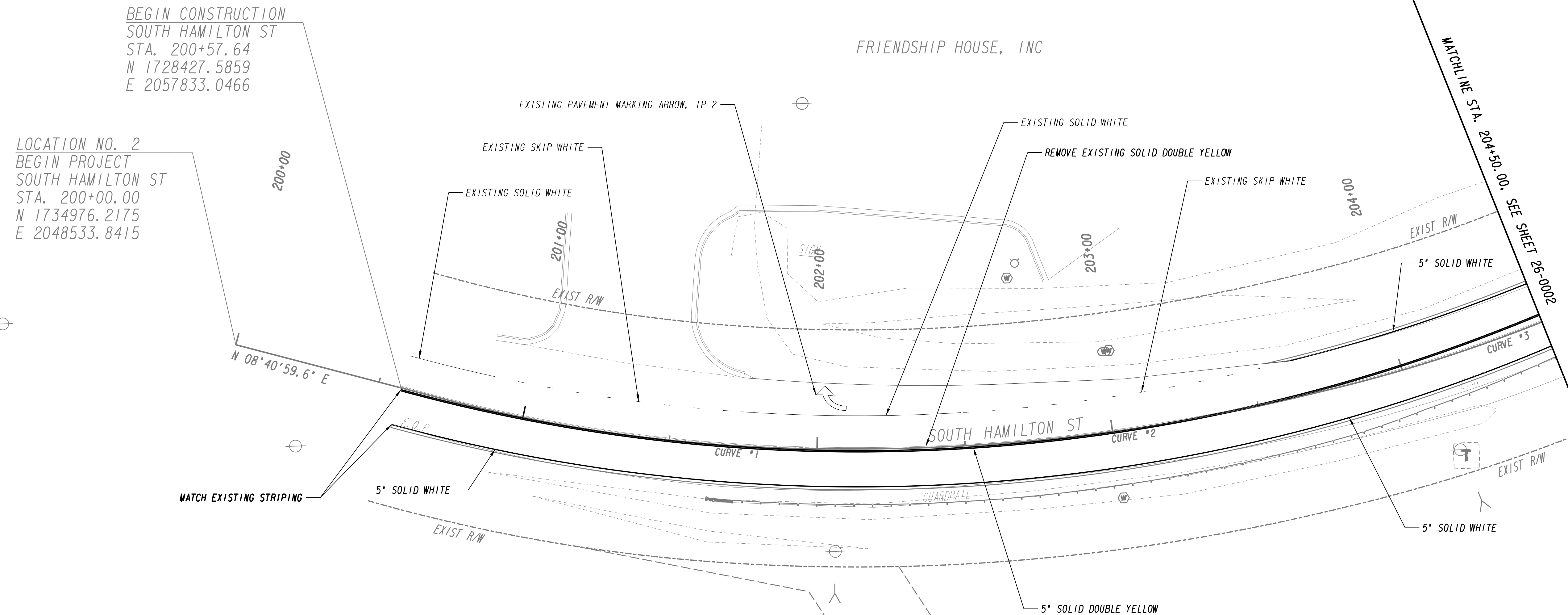


09/17/2015 SUXENOLD



REVISION DATES	

CITY OF DALTON
PUBLIC WORKS DEPARTMENT
OFFICE:
CROSS SECTIONS
LOCATION NO. 4
WEST EMERY STREET GUARDRAIL
DRAWING No. 23-0008

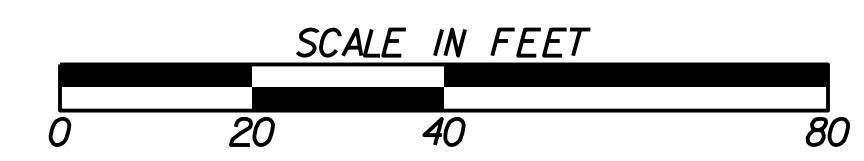
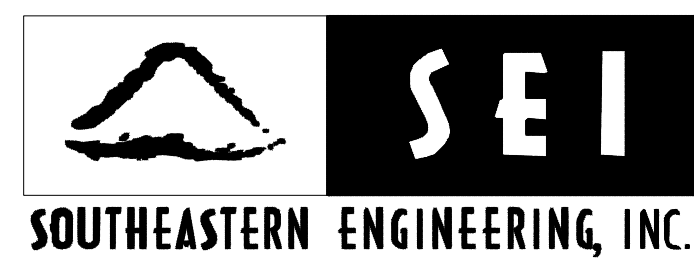


BEGIN CONSTRUCTION
SOUTH HAMILTON ST
STA. 200+57.64
N 1728427.5859
E 2057833.0466

LOCATION NO. 2
BEGIN PROJECT
SOUTH HAMILTON ST
STA. 200+00.00
N 1734976.2175
E 2048533.8415

Curve # 1	Curve # 2	Curve # 3
PI Sta= 201+40.20	PI Sta= 202+90.83	PI Sta= 204+36.40
N= 1728509.1958	N= 1728659.7152	N= 1728797.6117
E= 2057845.5102	E= 2057829.2694	E= 2057780.5466
DELTA= 14°50'29.5" (LT)	DELTA= 13°18'05.2" (LT)	DELTA= 13°30'45.4" (LT)
D= 10°54'48.53"	D= 08°52'59.04"	D= 11°01'06.31"
T= 68.38	T= 75.21	T= 61.60
L= 135.99	L= 149.74	L= 122.64
R= 525.00	R= 645.00	R= 520.00
E= 4.43	E= 4.37	E= 3.64
D.S.= 0	D.S.= 0	D.S.= 0

NOTE: ENSURE ERADICATION OF EXISTING STRIPING IS DONE PROPERLY AND ALL TRACES OF EXISTING THERMOPLASTIC ARE COMPLETELY REMOVED. APPROVAL OF THIS WORK IS REQUIRED FROM THE CITY PRIOR TO APPLICATION OF THE NEW THERMOPLASTIC STRIPING LAYOUT.

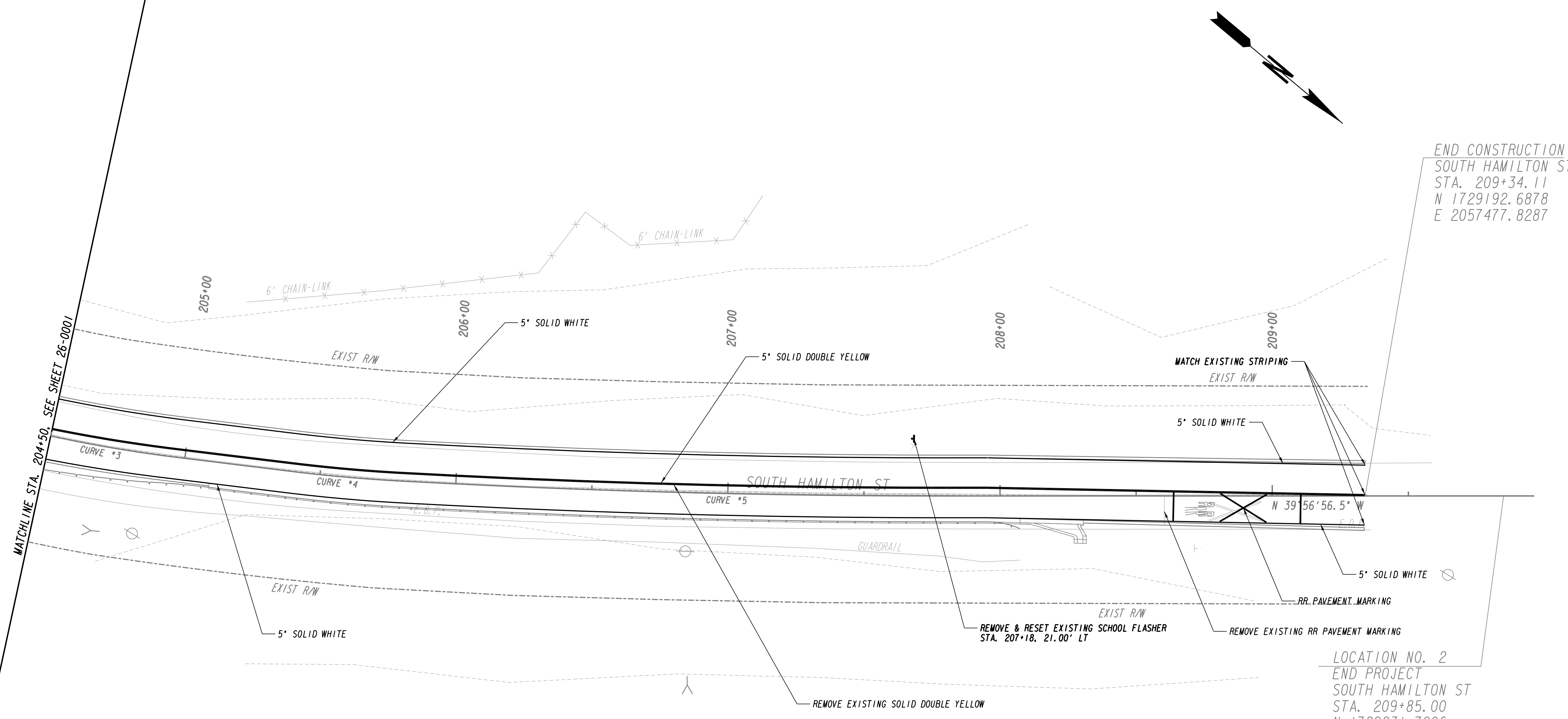


REVISION DATES	

CITY OF DALTON
PUBLIC WORKS DEPARTMENT
OFFICE:
SIGNING AND MARKING PLANS

LOCATION NO. 2
SOUTH HAMILTON ST GUARDRAIL

DRAWING No.
26-0001

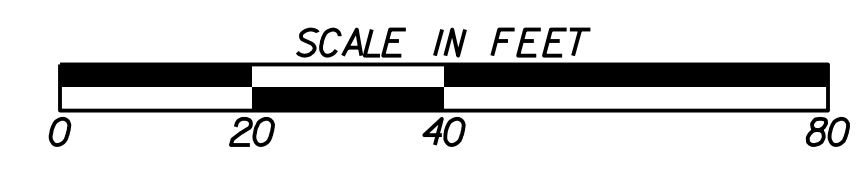
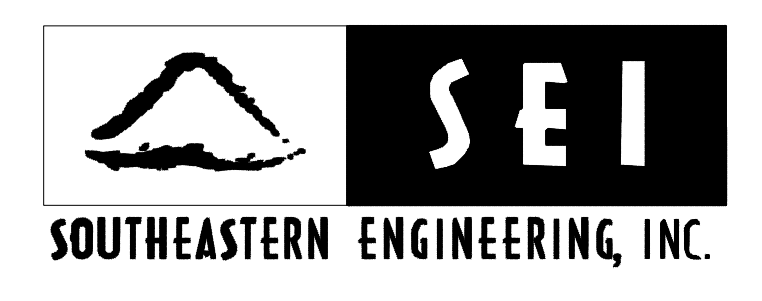


END CONSTRUCTION
 SOUTH HAMILTON ST
 STA. 209+34.11
 N 1729192.6878
 E 2057477.8287

LOCATION NO. 2
 END PROJECT
 SOUTH HAMILTON ST
 STA. 209+85.00
 N 1729231.7006
 E 2057445.1521

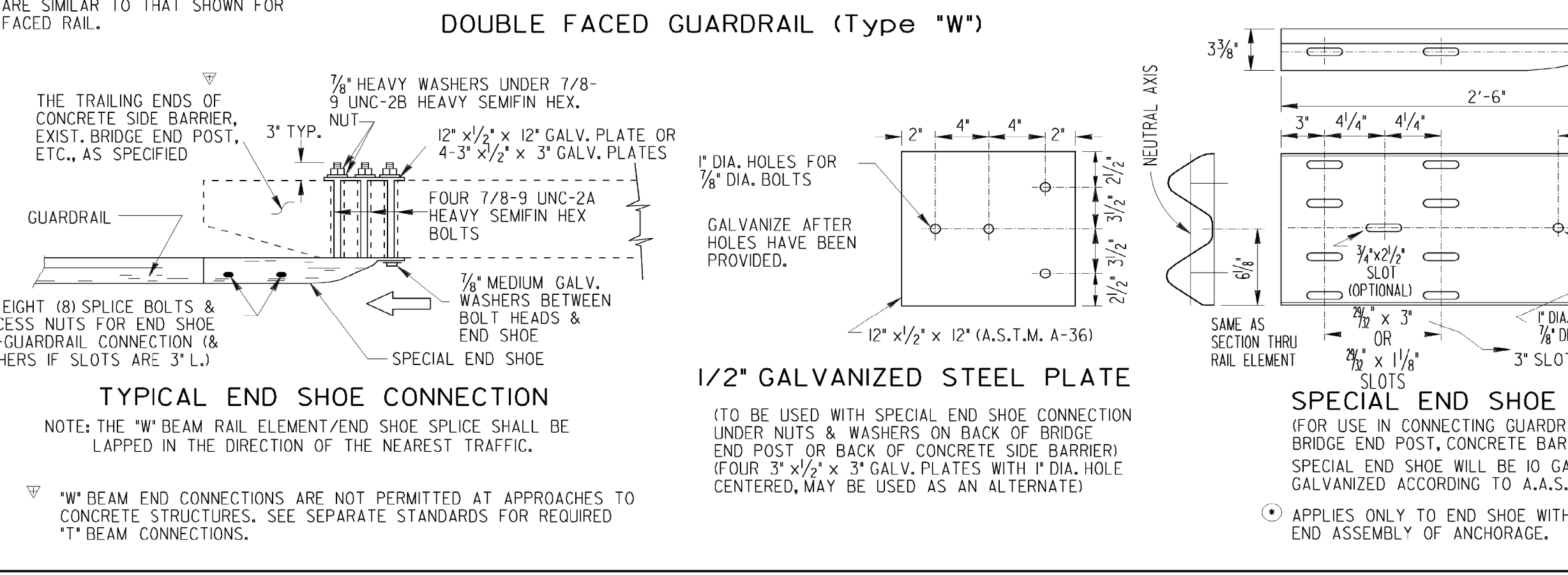
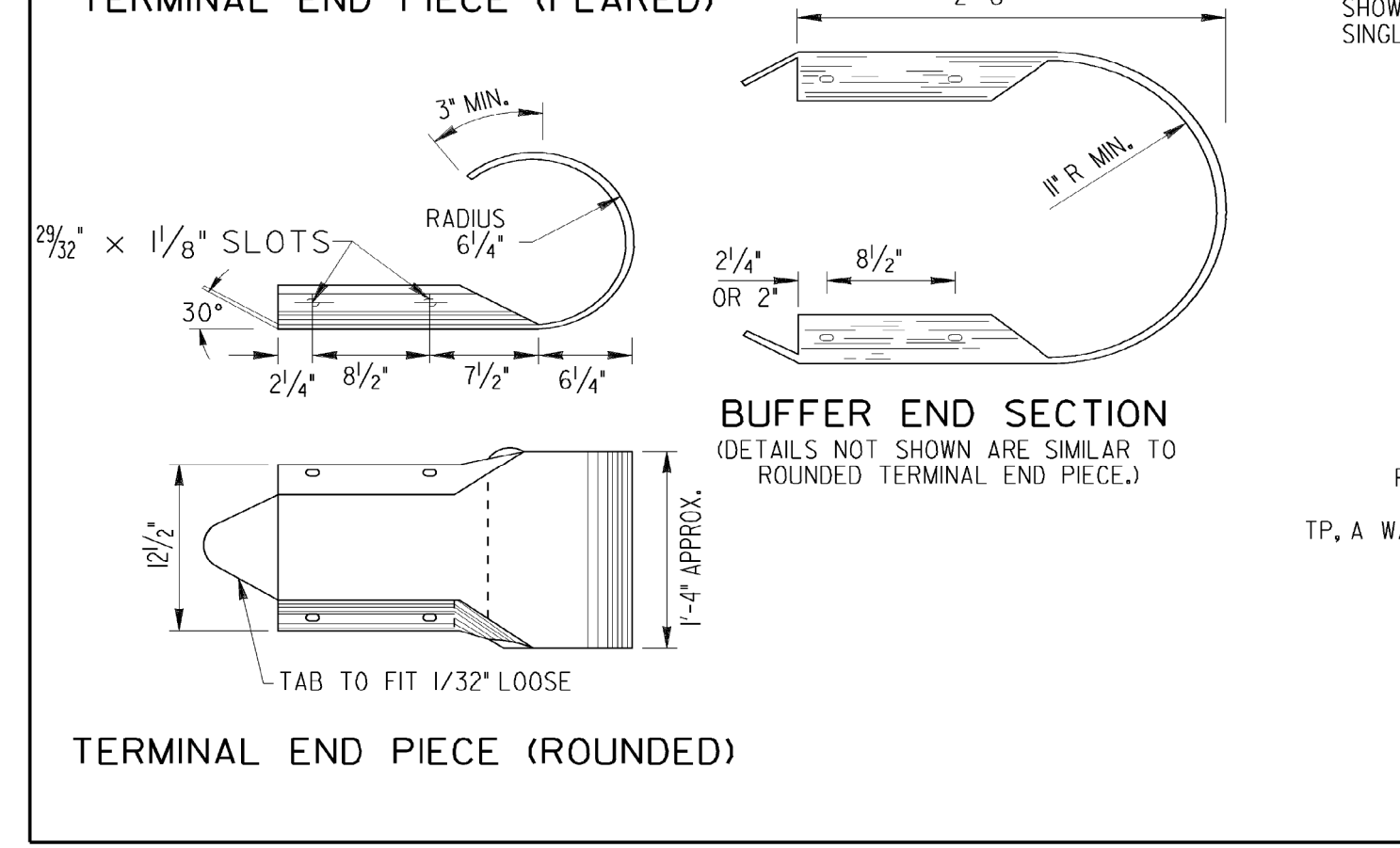
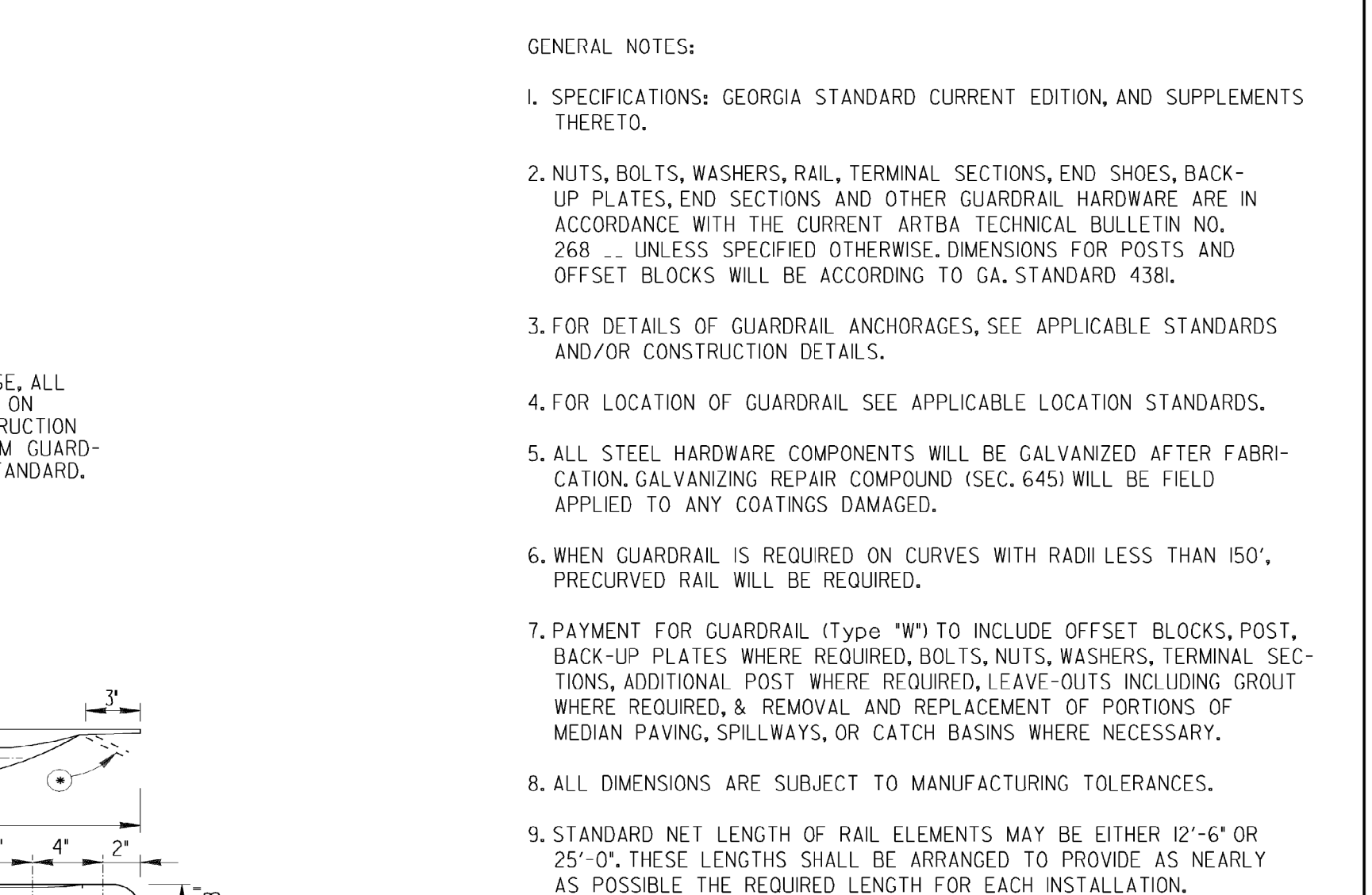
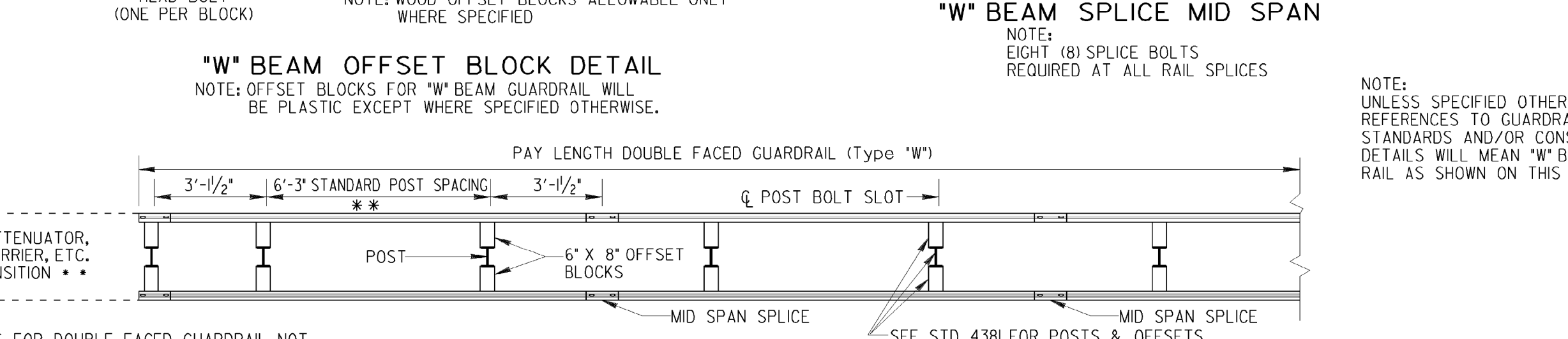
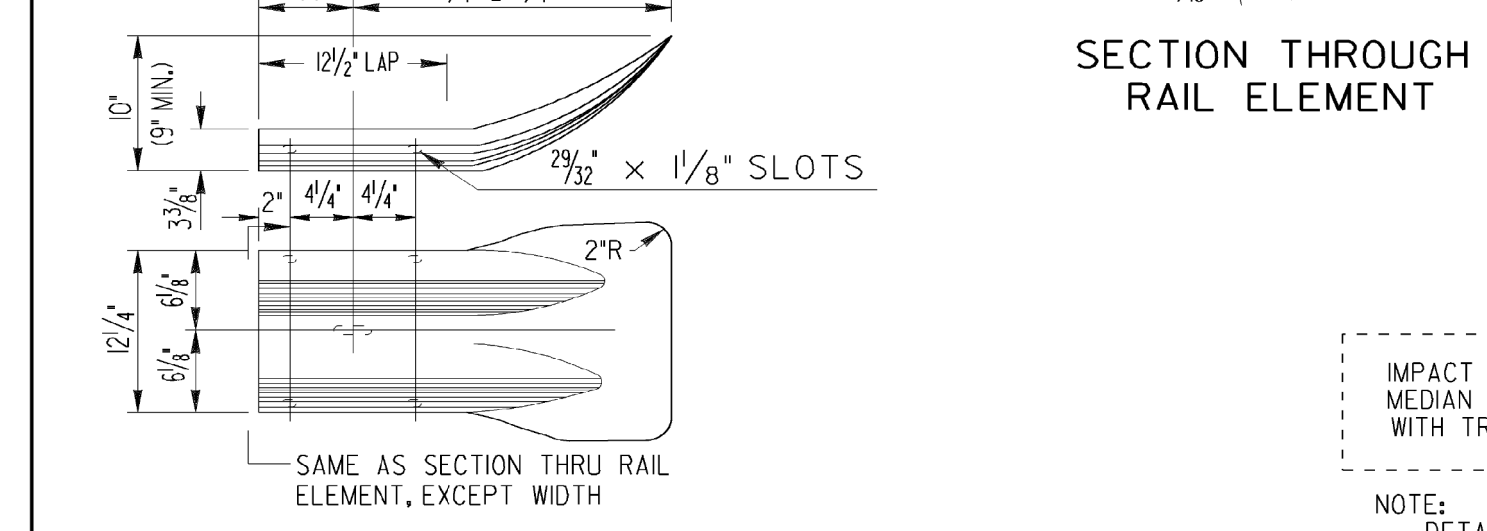
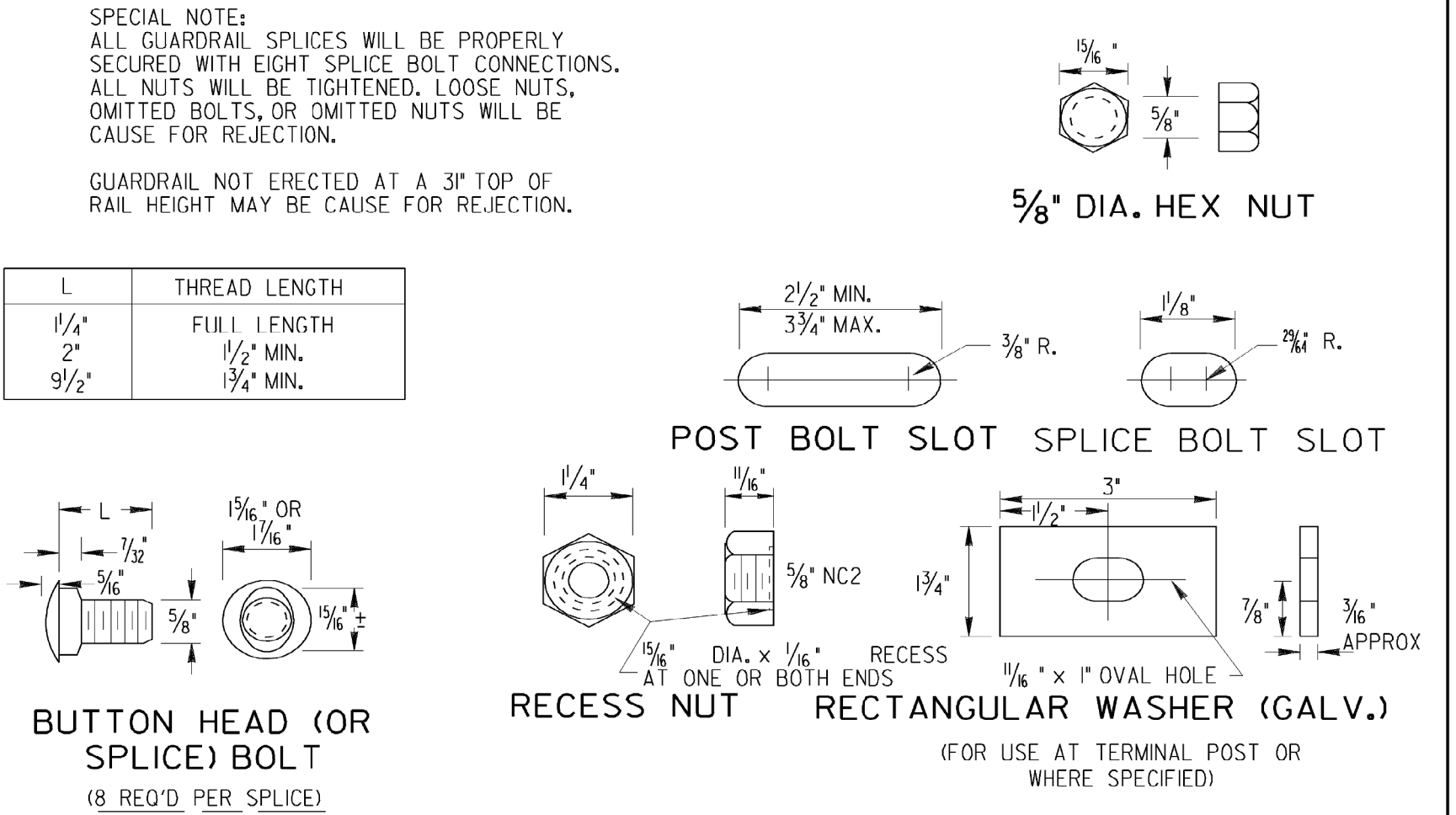
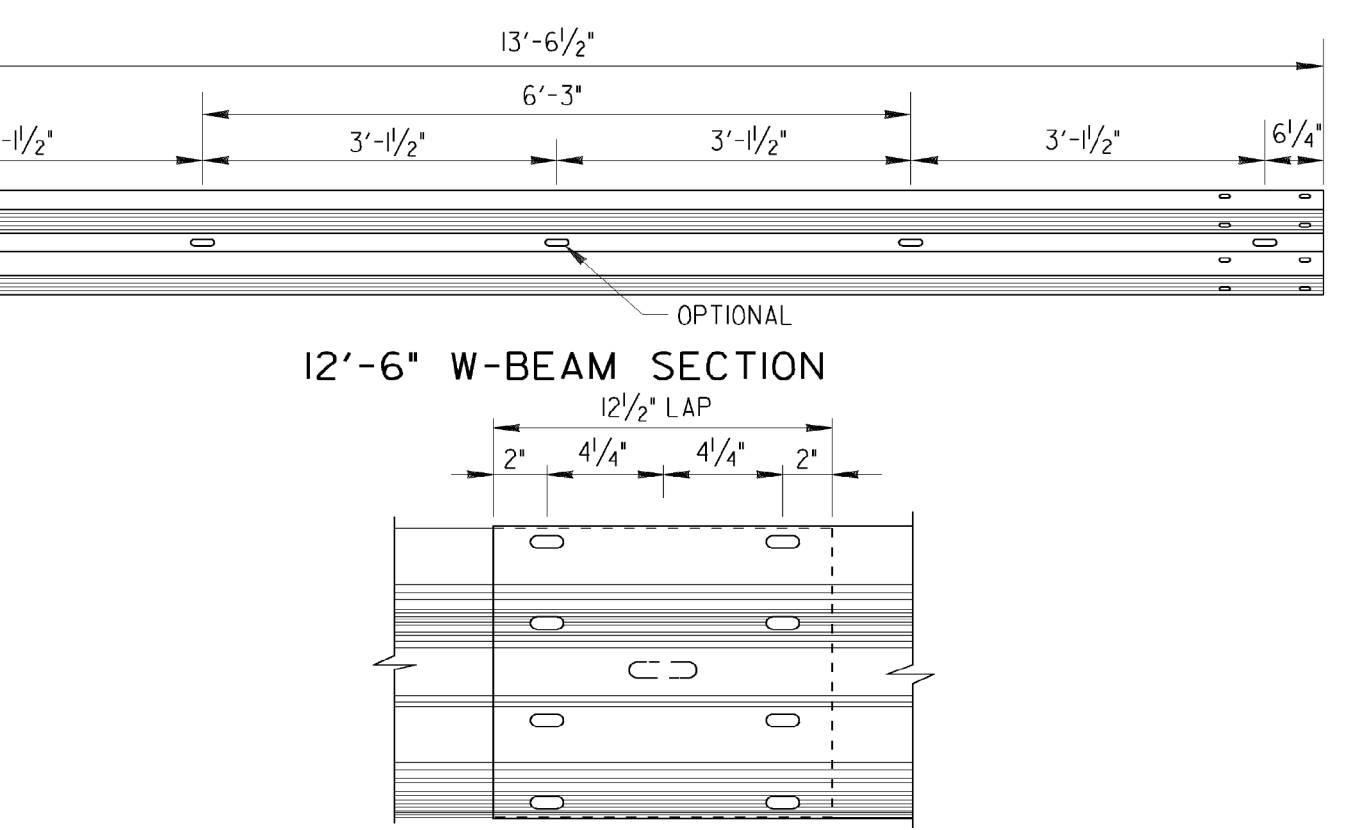
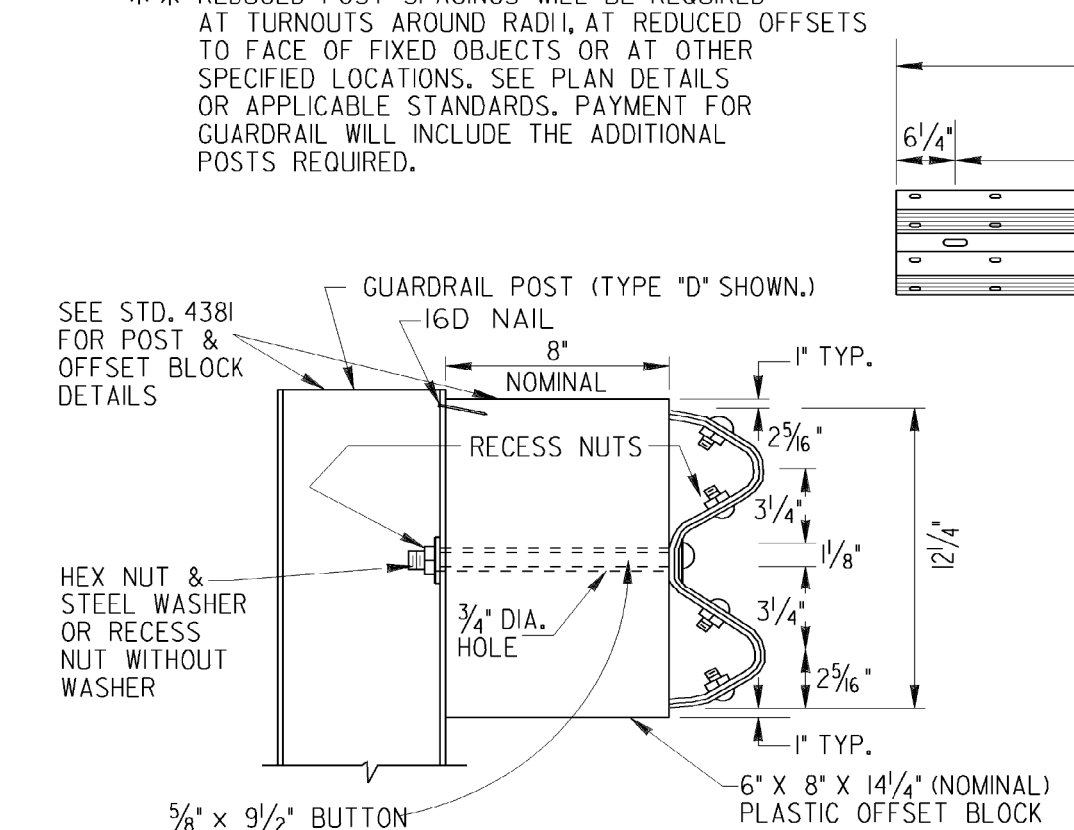
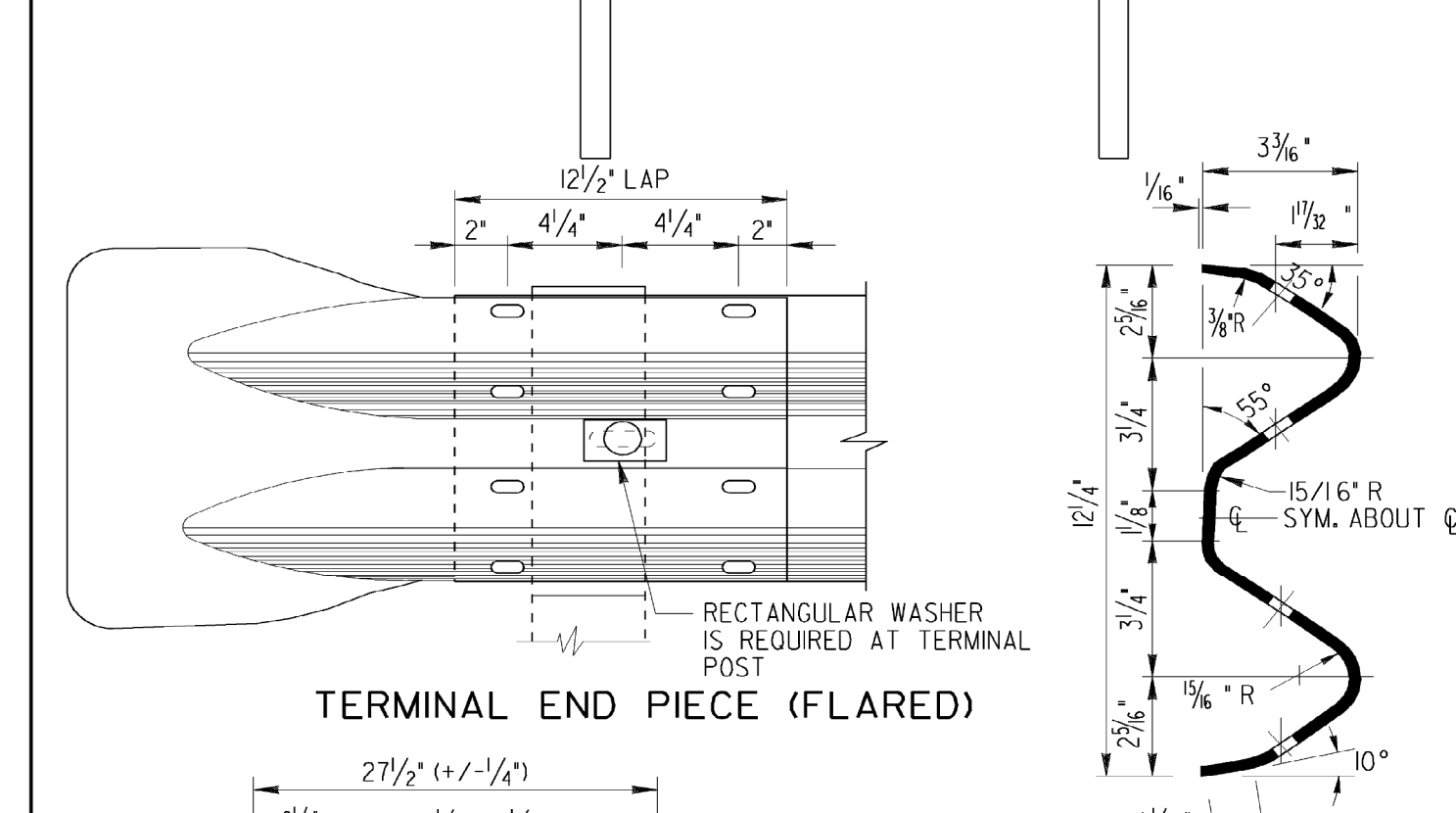
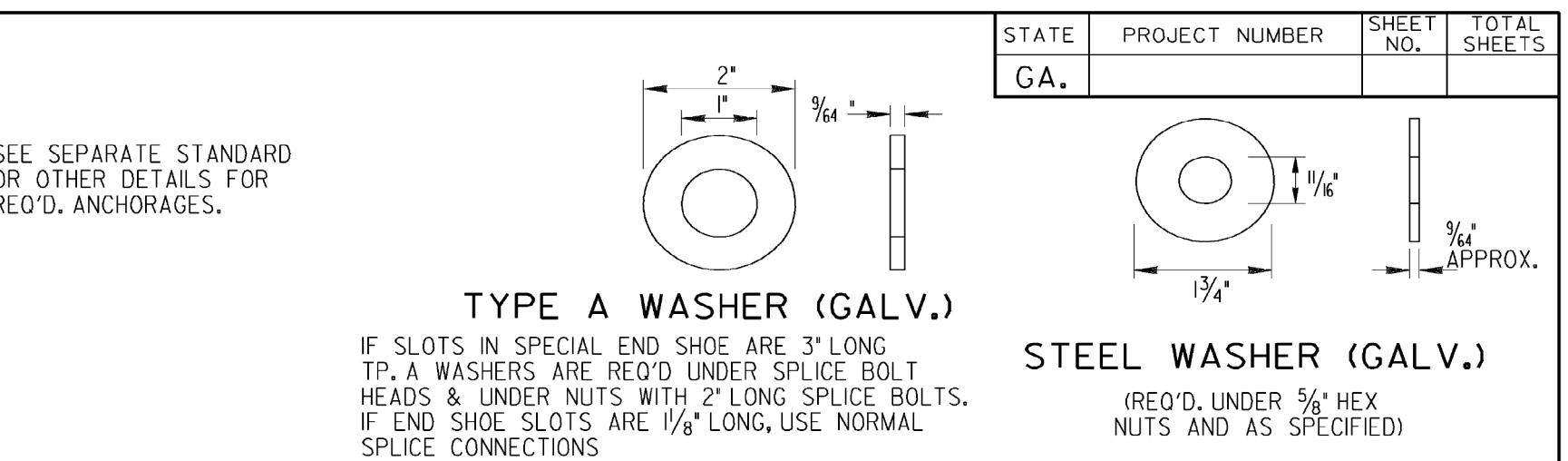
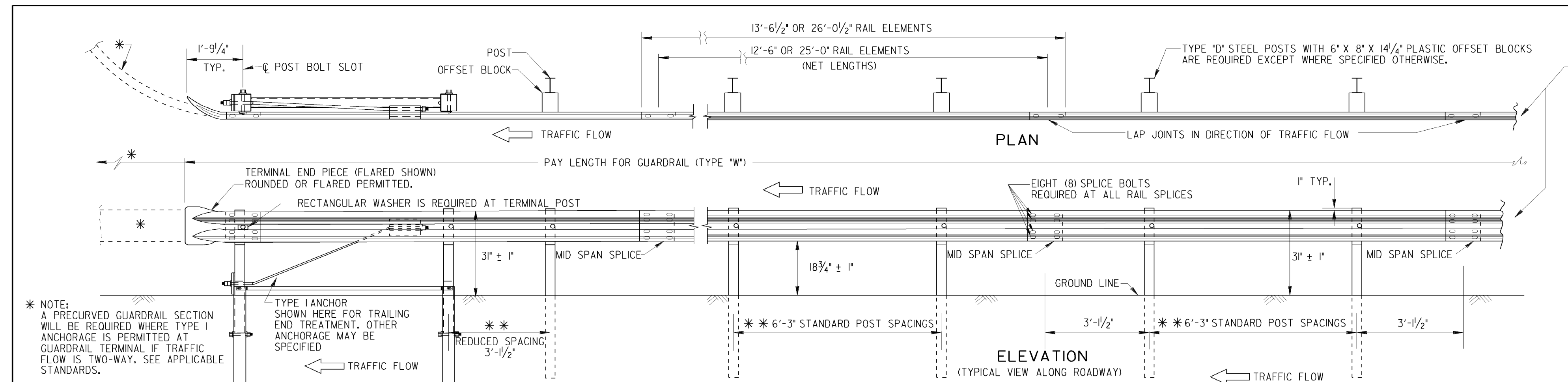
NOTE: ENSURE ERADICATION OF EXISTING STRIPING IS DONE PROPERLY AND ALL TRACES OF EXISTING THERMOPLASTIC ARE COMPLETELY REMOVED. APPROVAL OF THIS WORK IS REQUIRED FROM THE CITY PRIOR TO APPLICATION OF THE NEW THERMOPLASTIC STRIPING LAYOUT.

Curve #	PI Sta	N	E	DELTA	D	T	L	R	E	D.S.
Curve # 3	204+36.40	1728797.6117	2057780.5466	13°30'45.4" (LT)	11°01'06.31"	61.60	122.64	520.00	3.64	0
Curve # 4	205+60.17	1728901.9220	2057712.8782	03°57'45.6" (LT)	09°32'57.47"	20.76	41.50	600.00	0.36	0
Curve # 5	206+83.96	1729000.8814	2057638.4828	03°00'50.4" (LT)	01°33'47.96"	96.42	192.79	3665.00	1.27	0



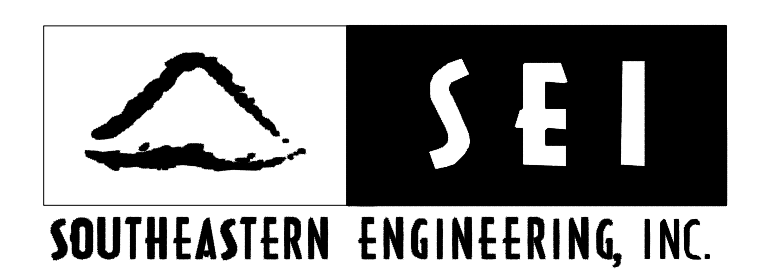
REVISION DATES

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT
 OFFICE:
SIGNING AND MARKING PLANS
 LOCATION NO. 2
 SOUTH HAMILTON ST GUARDRAIL
 DRAWING No. 26-0002

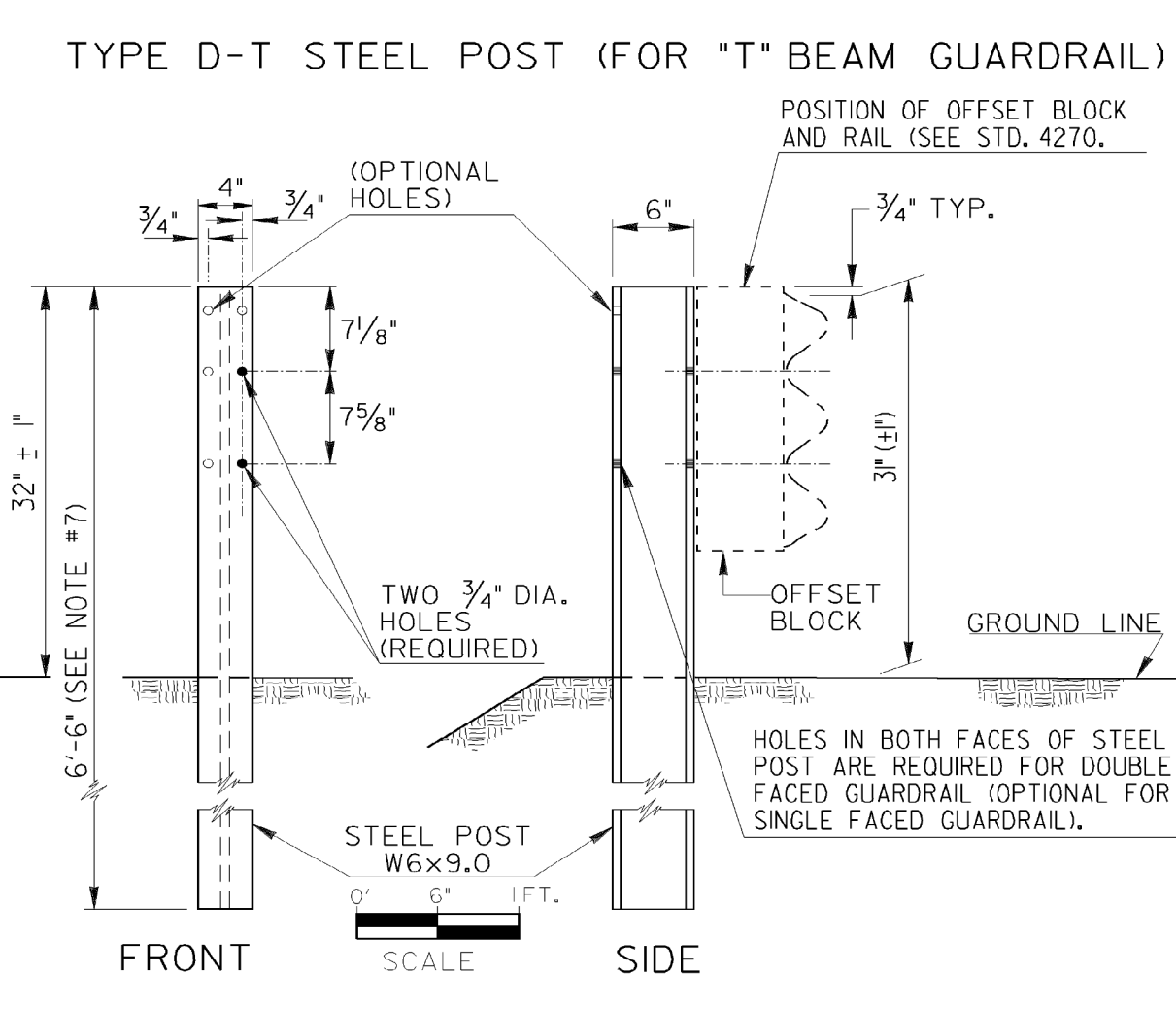
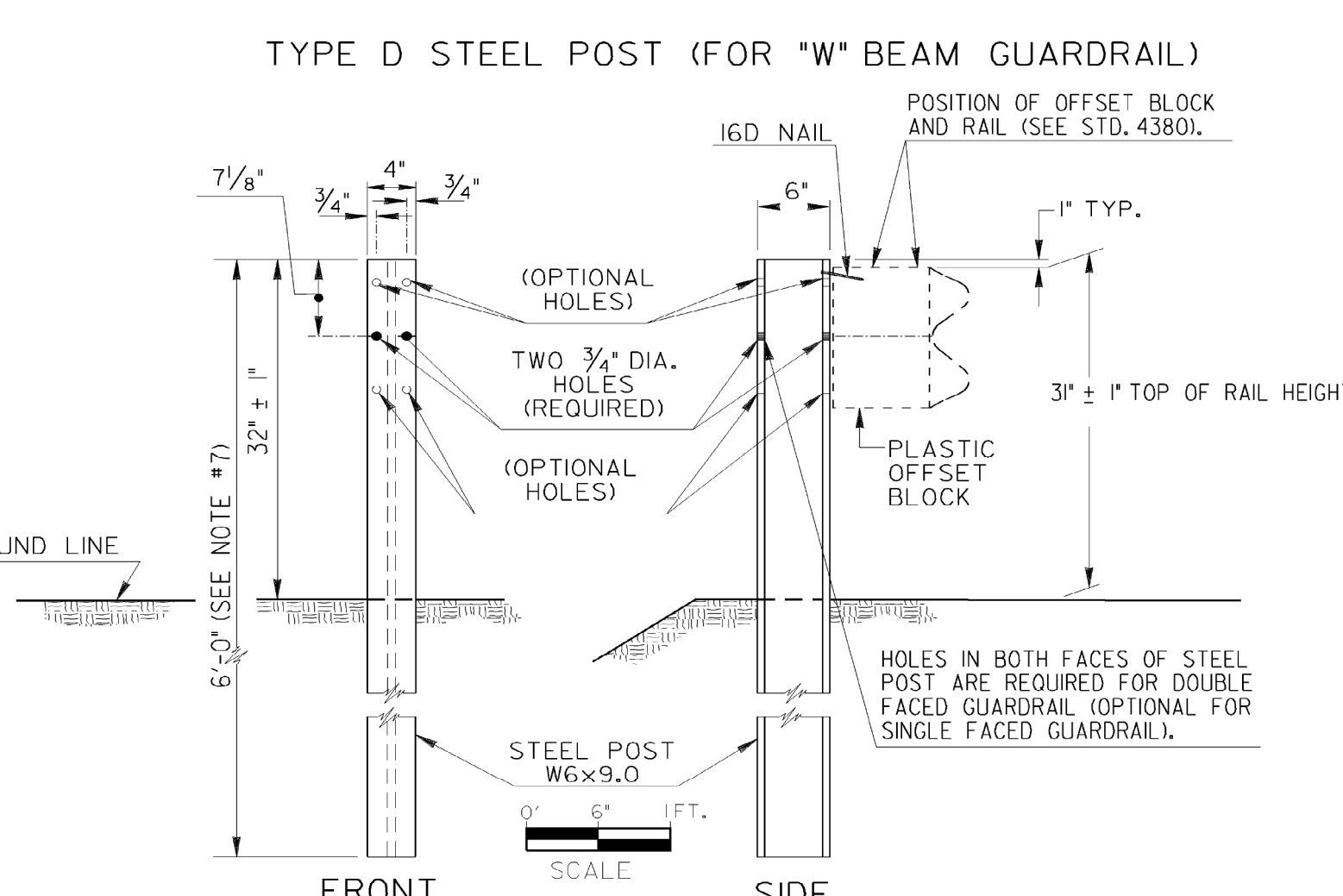
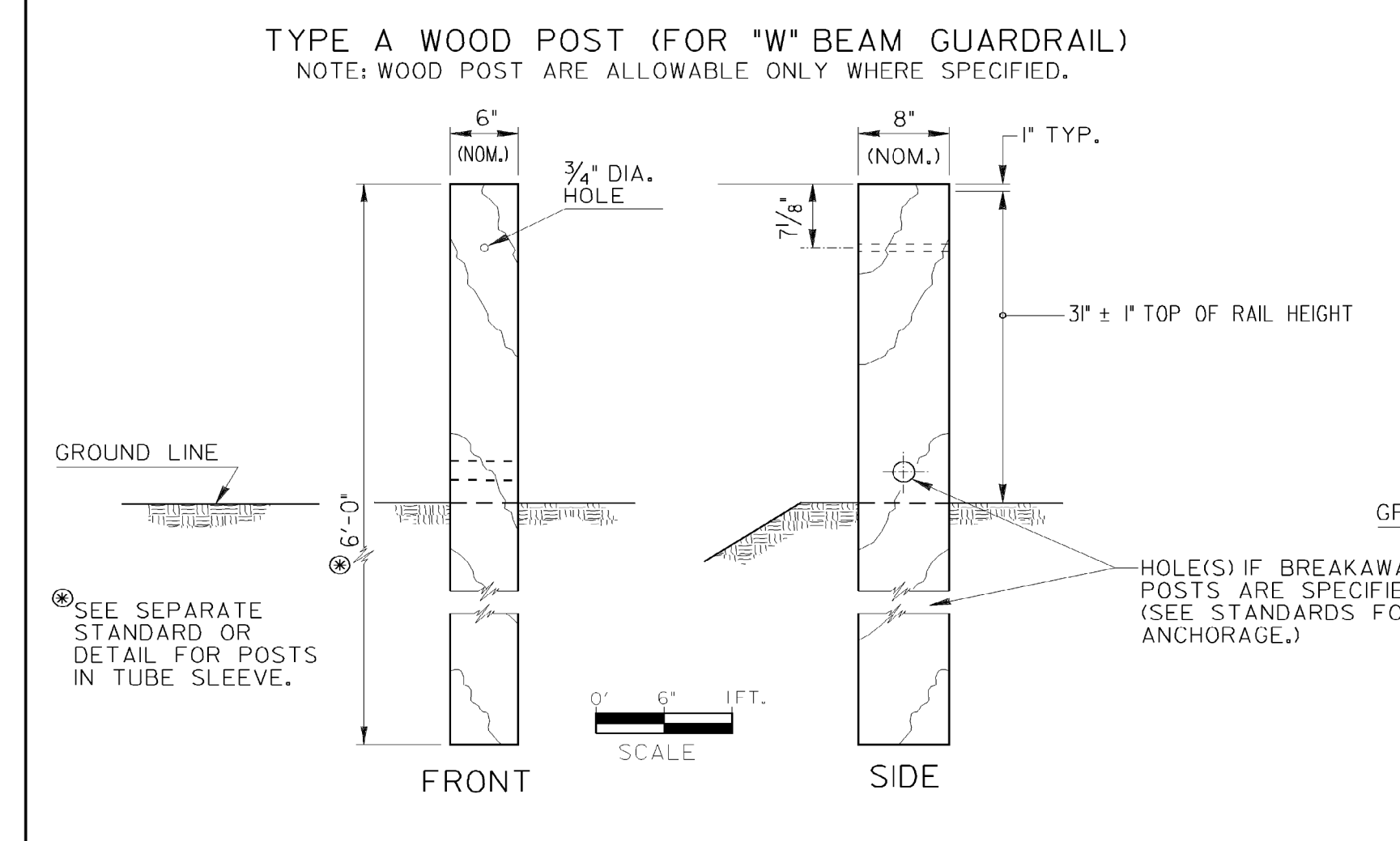


DATE		12-29-16	
REVISION		REV. W-BEAM BLOCK TO B' DEPTH	
DESIGNED		G.L.O. (SUBMITTED)	
DRAWN		G.L.O. (APPROVED)	
CHECKED		B.R.E. (APPROVED)	
REVIEWED		B.A.S. (APPROVED)	
BY		STATE DESIGN POLICY ENGINEER	
BY		CHIEF ENGINEER	

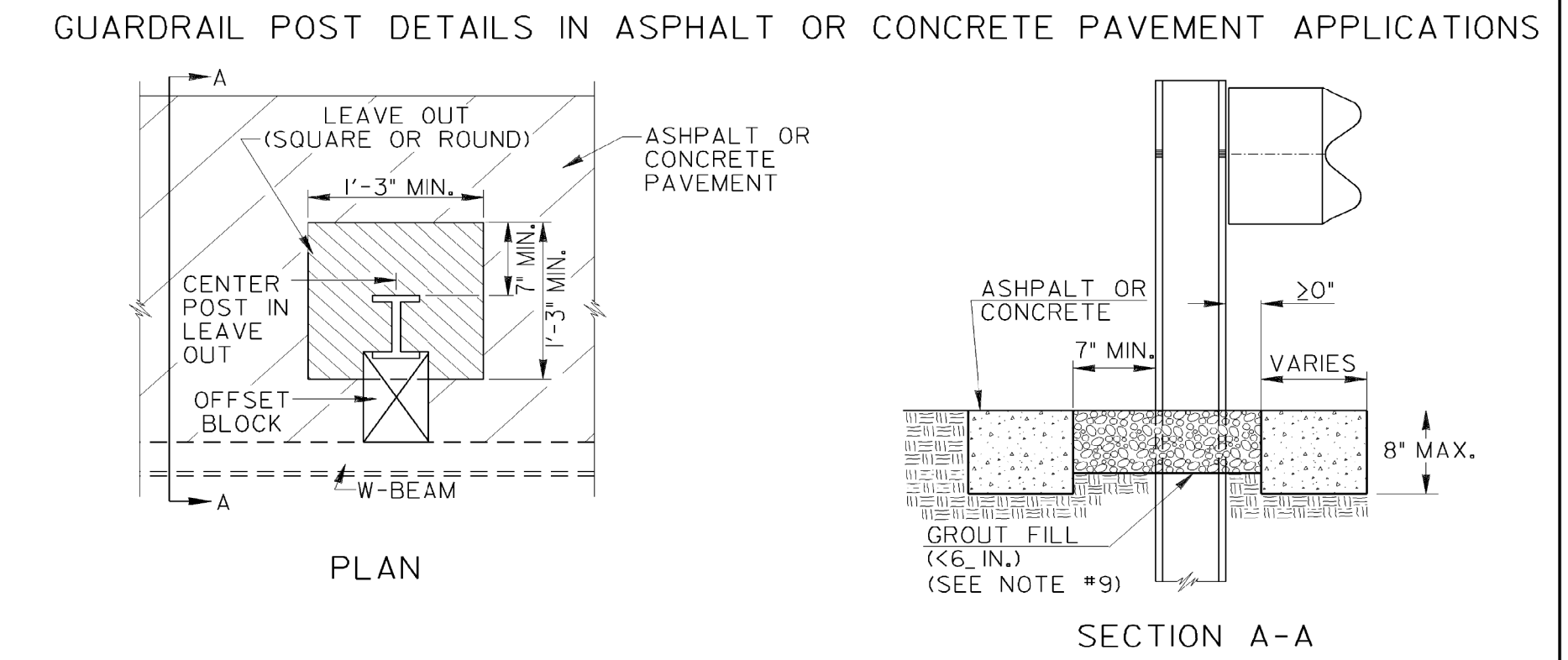
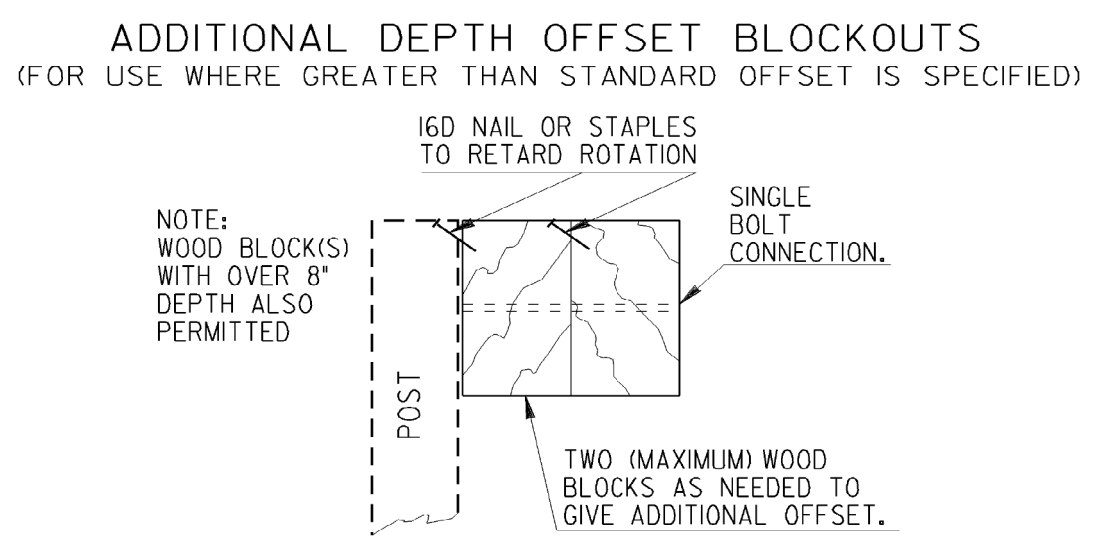
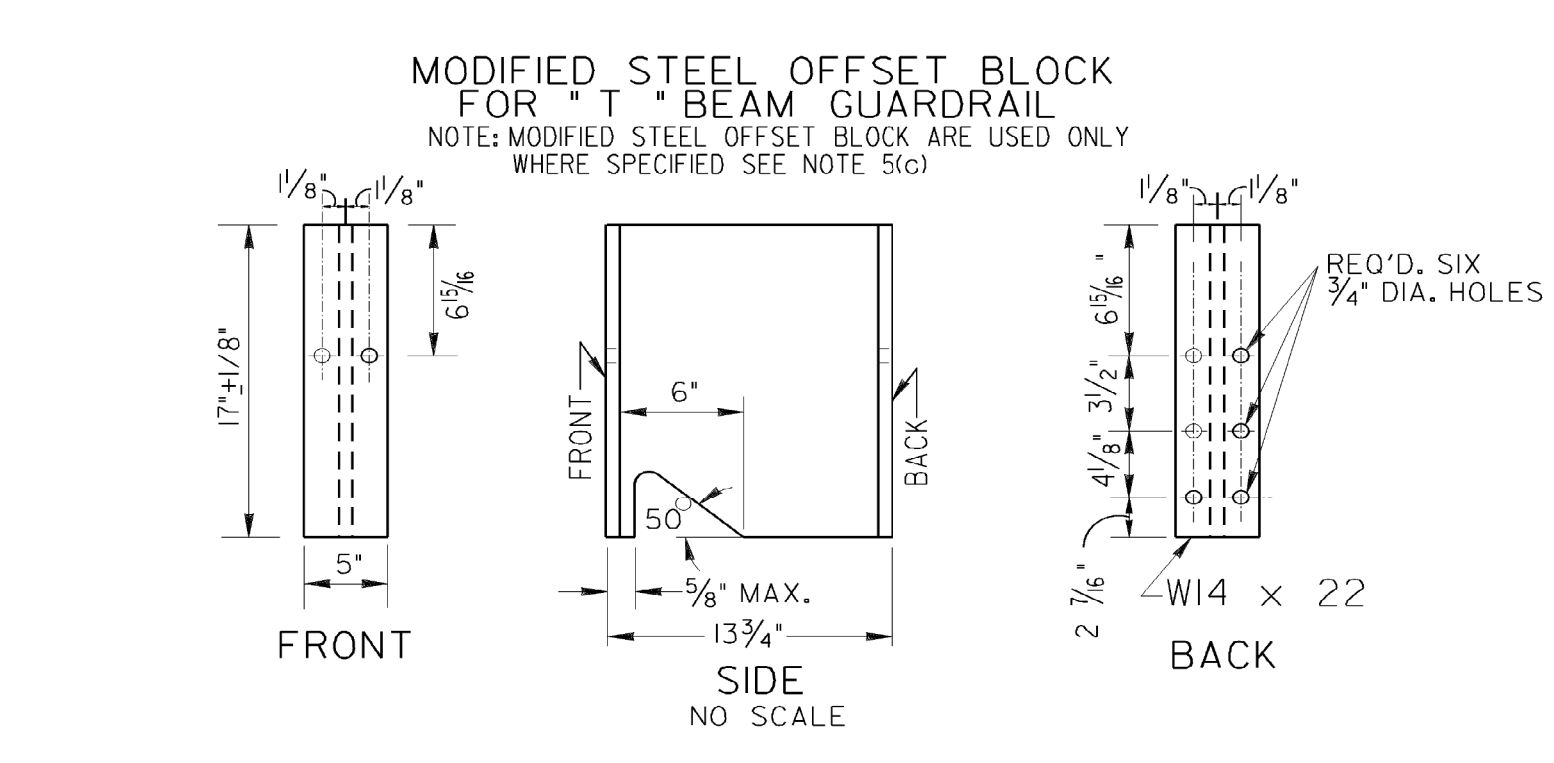
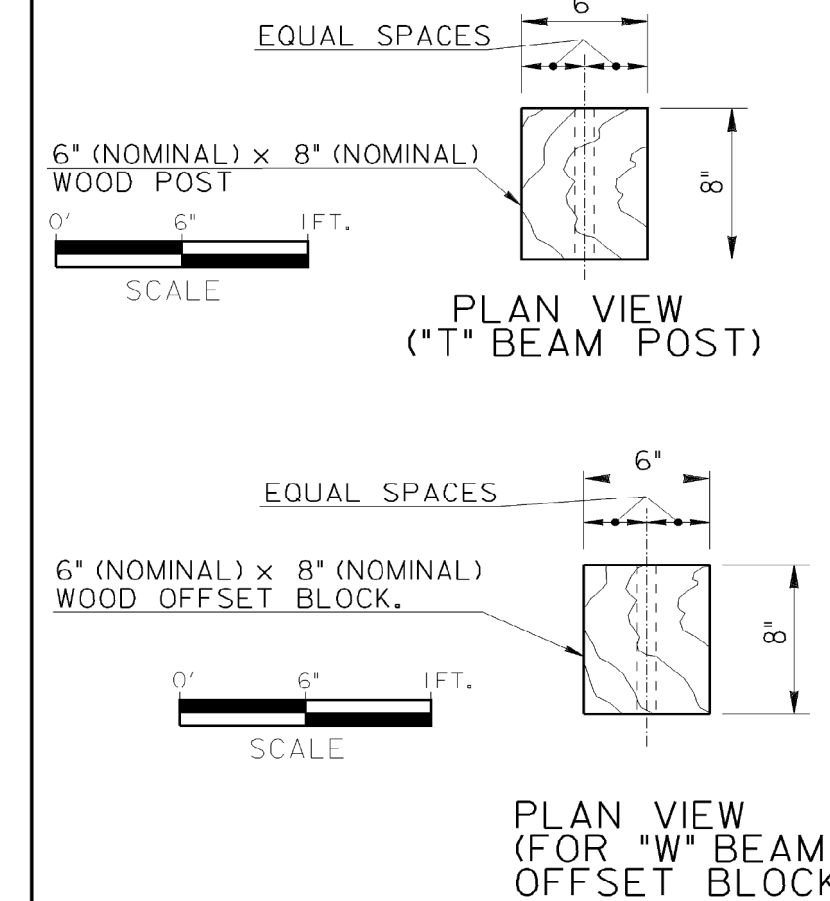
DEPARTMENT OF TRANSPORTATION
 STATE OF GEORGIA
STANDARD
"W" BEAM GUARDRAIL
31 INCH GUARDRAIL HEIGHT
 NO SCALE AUGUST 2011
 NUMBER 4380



REVISION DATES		CITY OF DALTON PUBLIC WORKS DEPARTMENT OFFICE: GEORGIA STANDARDS GUARDRAIL IMPROVEMENTS	DRAWING No. 41-0001



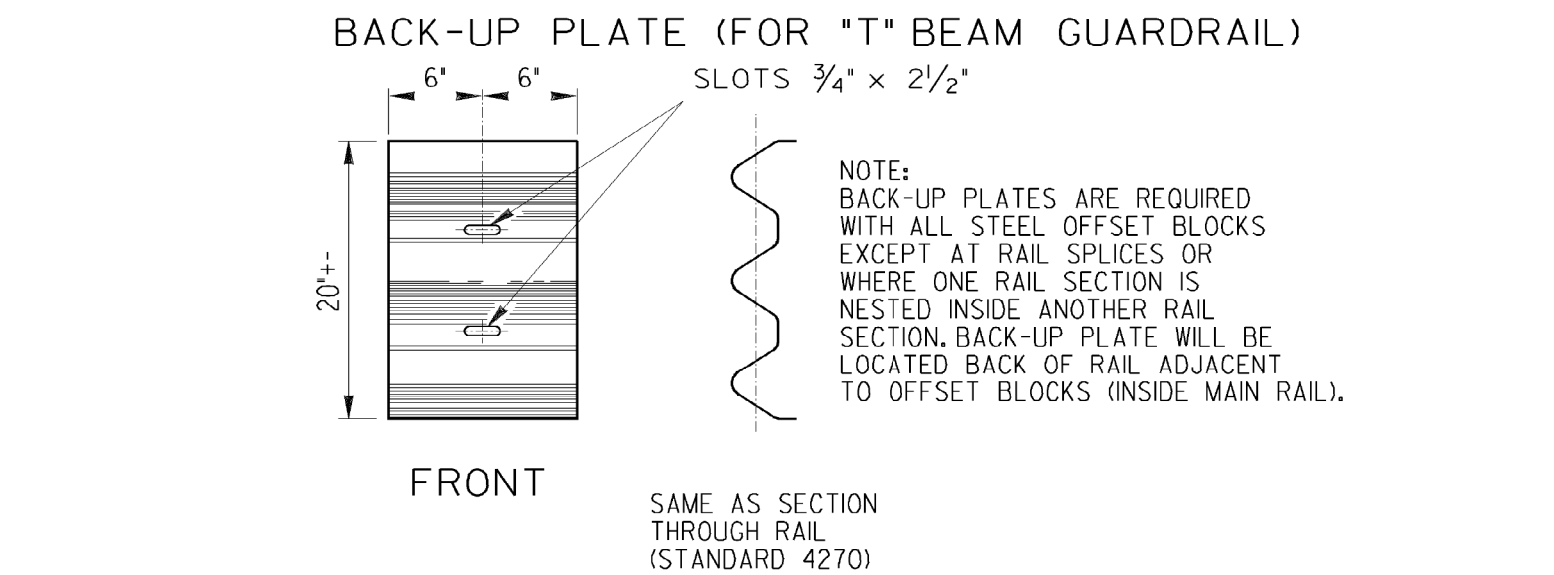
- GENERAL NOTES:**
- SPECIFICATIONS GEORGIA STANDARD, CURRENT EDITION AND SUPPLEMENTS THERETO.
 - STEEL POSTS MAY BE EITHER ROLLED OR WELDED STRUCTURAL SHAPES. STEEL OFFSET BLOCKS SHALL BE ROLLED, WELDED POSTS SHALL BE SEAL WELDED BETWEEN WEB AND FLANGE BEFORE GALVANIZING.
 - WHERE WOOD POST OR WOOD OFFSET BLOCKS ARE PERMITTED, THE WOOD SHALL BE TREATED IN ACCORDANCE WITH GEORGIA STANDARD SPECIFICATIONS.
 - ALL BOLTS USED FOR FASTENING THE RAIL AND OFFSET BLOCKS TO WOOD POSTS SHALL HAVE SUFFICIENT LENGTH TO EXTEND AT LEAST 1/2" BEYOND THE FULL NUT, UP TO 3" BEYOND.
 - (a) "W" BEAM GUARDRAIL: ALL OFFSET BLOCKS SHALL BE 8" DEPTH PLASTIC BLOCKS EXCEPT FOR (d) BELOW.
 (b) "T" BEAM GUARDRAIL: STANDARD INSTALLATION WILL USE 8" DEPTH PLASTIC BLOCKS UNLESS OTHERWISE APPROVED.
 (c) 13 3/4" DEPTH MODIFIED STEEL OFFSETS MAY BE SPECIFIED WHERE JUSTIFIED FOR MORE SEVERE CONDITIONS. PAY ITEM IS --GUARDRAIL, TP T, MODIFIED OFFSET BLOCK---PER LIN. FT.
 (d) WOOD OFFSET BLOCKS MAY BE USED ONLY AT AN ISOLATED LOCATION WITHIN A RUN OF GUARDRAIL WHERE OTHER BLOCK TYPES WOULD NOT PROVIDE PROPER FIT, AS DETERMINED BY THE ENGINEER OR SHOWN IN THE PLANS.
 - POSTS WILL BE SPACED AT 6'-3" C. TO C., UNLESS OTHERWISE NOTED.
 - ADDITIONAL LENGTH POSTS, WHERE SPECIFIED, SHALL BE 7'-0" AND 7'-6" LONG FOR "W" BEAM AND "T" BEAM GUARDRAILS RESPECTIVELY, WITH HOLES DIMENSIONED FROM THE POST-TOP THE SAME AS SHOWN.
 - 9'-0" POST REQUIRED IF GUARDRAIL INSTALLED ON A 2:1 SLOPE.
 - GROUT FILL SHALL BE A CONTROLLED LOW STRENGTH FLOWABLE FILL THAT HAS A MAXIMUM 28-DAY COMPRESSIVE STRENGTH OF 100 P.S.I. ACCORDING TO SPEC. 600.



WOOD POSTS AND WOOD OFFSET BLOCKS MAY BE ROUGH OR SURFACED.

DIMENSIONS FOR WOOD POSTS AND WOOD OFFSET BLOCKS ARE NOMINAL IN ACCORDANCE WITH ACCEPTED LUMBER INDUSTRY STANDARDS.

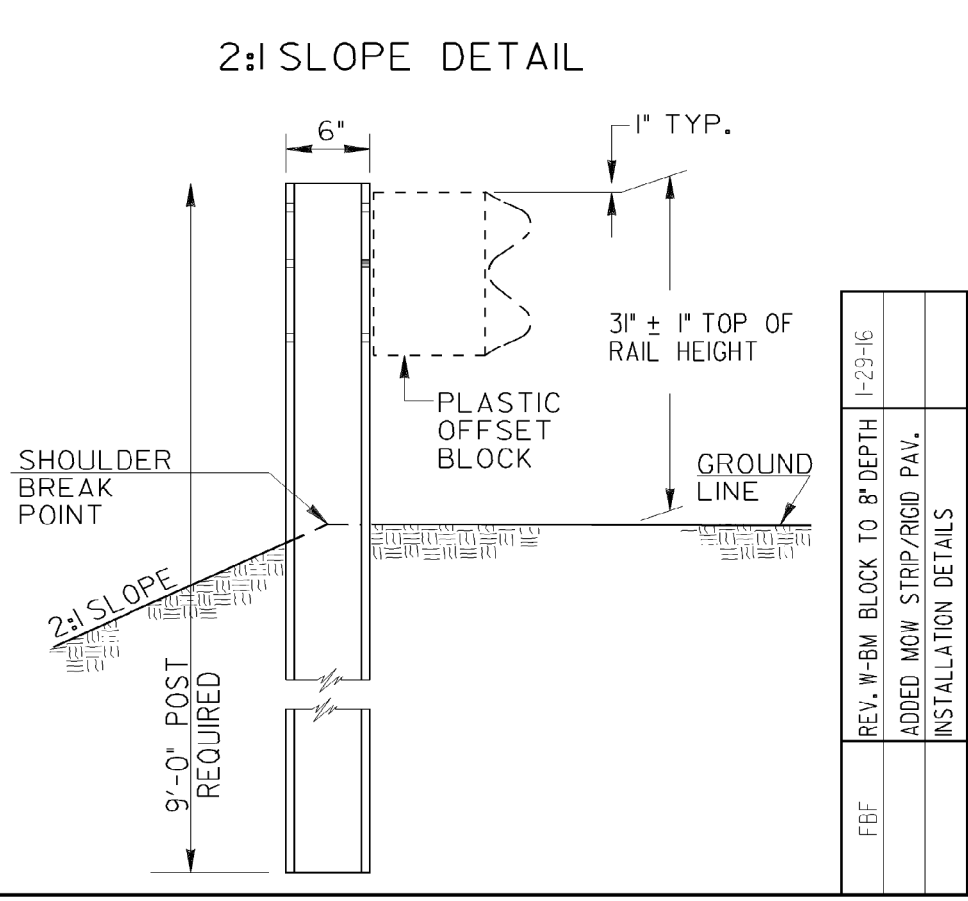
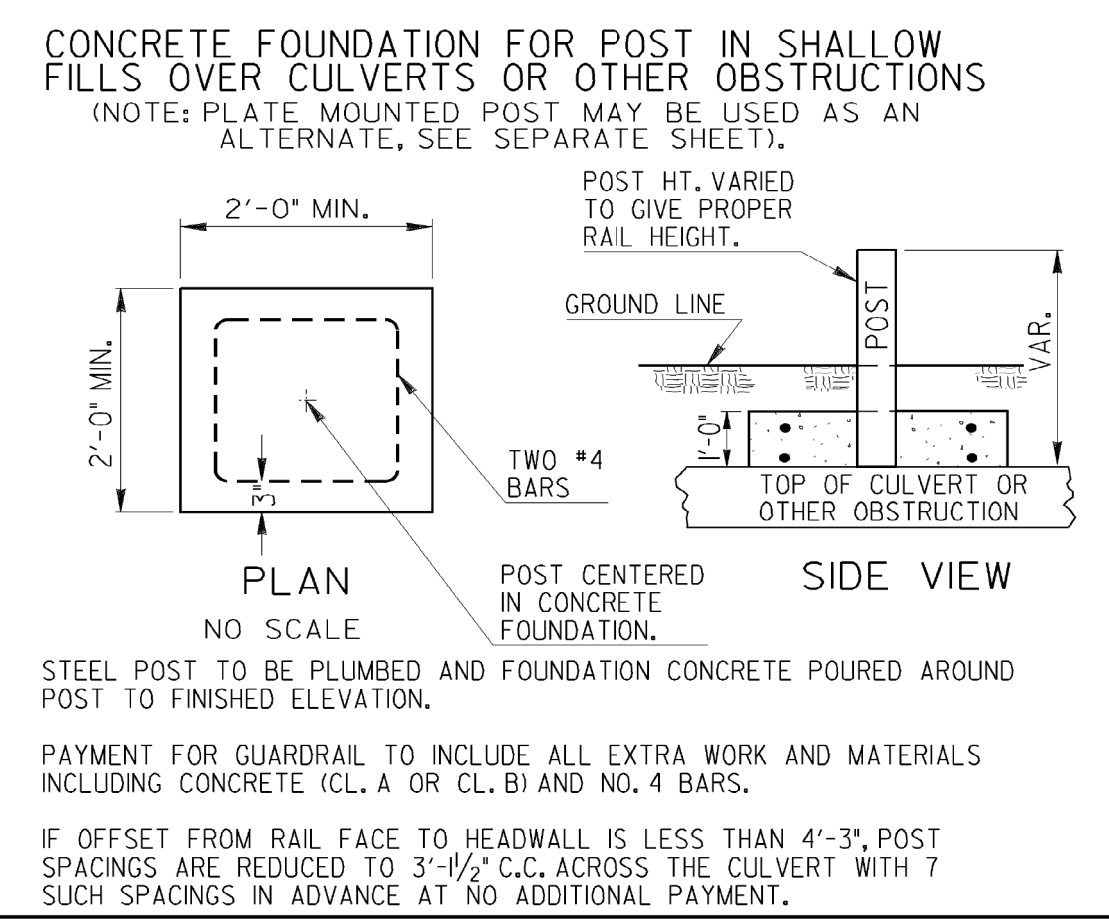
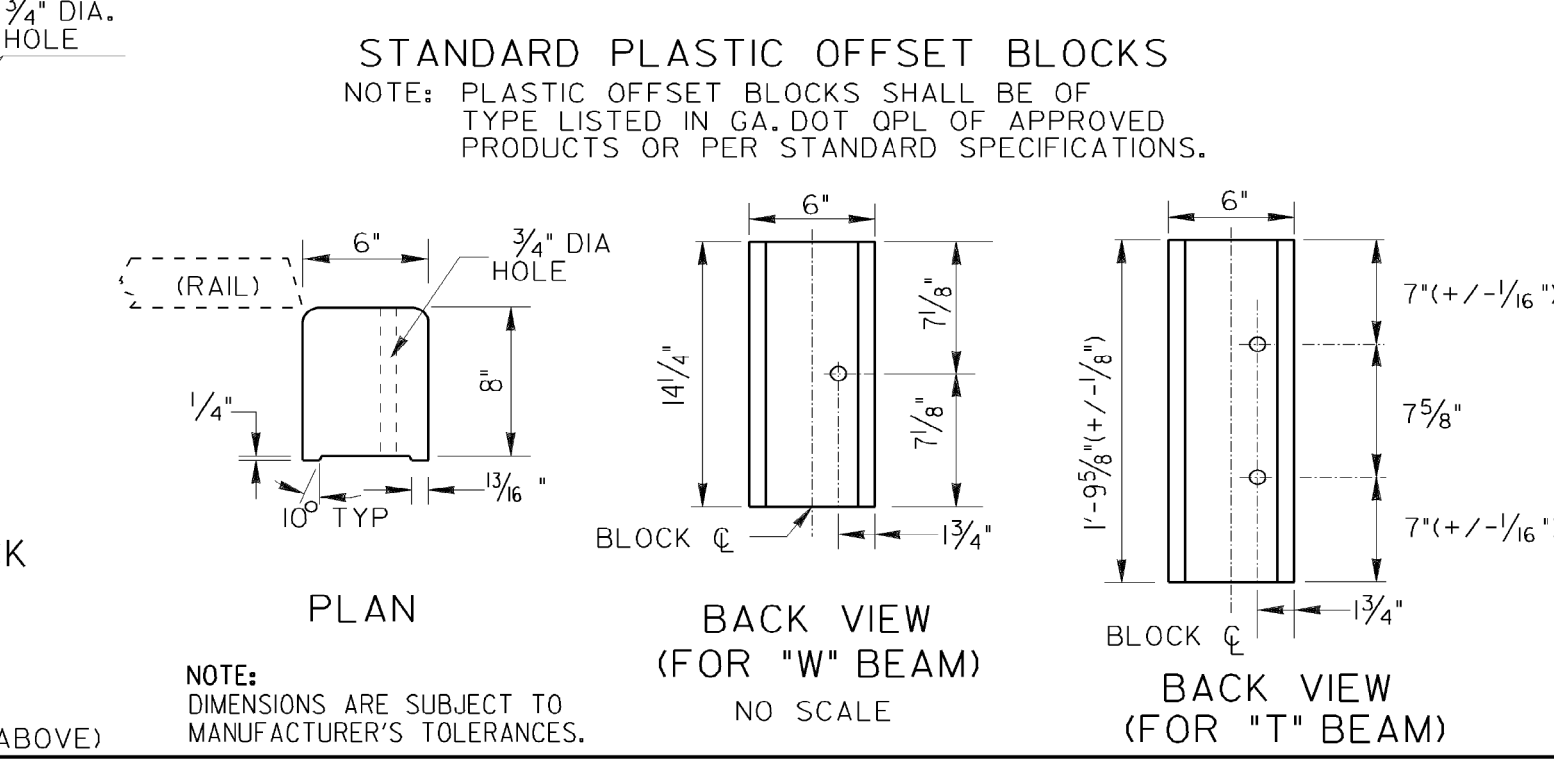
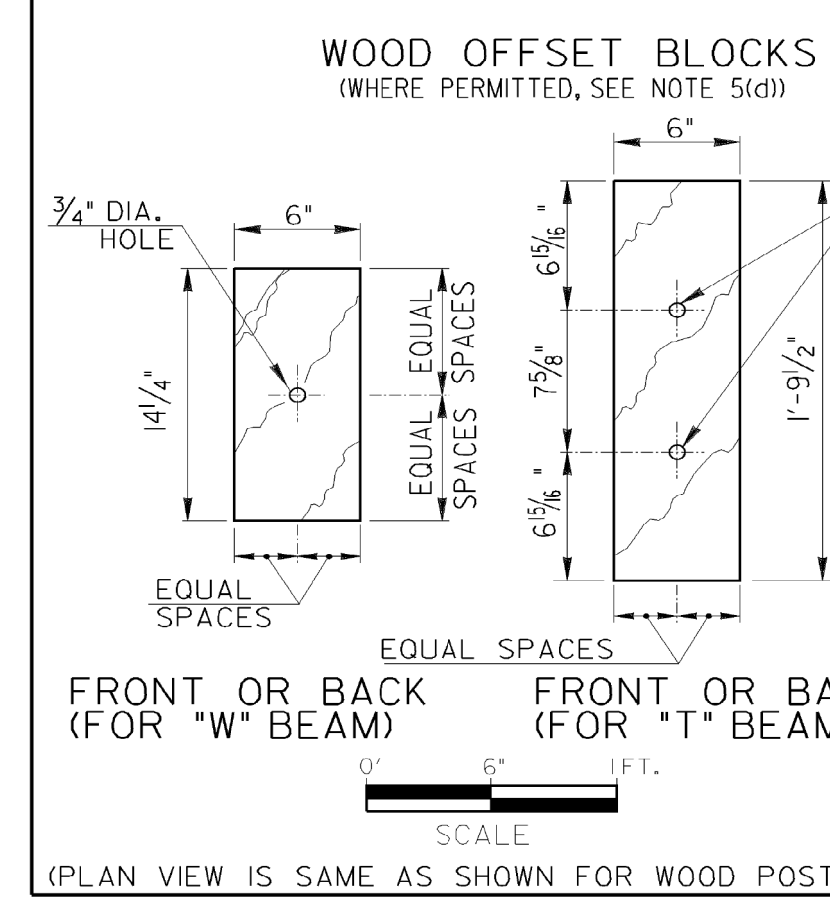
NOTE: WHERE WOOD OFFSET BLOCK ON STEEL POST IS PERMITTED IN "W" BEAM INSTALLATION, A NAIL OR SCREW FROM POST TO WOOD IS REQUIRED TO PREVENT ROTATION OF THE BLOCK.



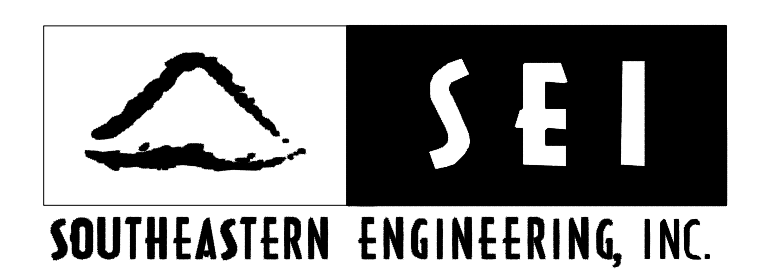
NOTE: ADDITIONAL DEPTH OFFSETS BELOW ARE SHOWN FOR "W" BEAM. SIMILAR OFFSETS MAY BE APPLIED FOR "T" BEAM GUARDRAIL.

NOTE: ADDITIONAL DEPTH OFFSETS ARE PERMITTED ONLY WHERE AN ISOLATED POST MUST BE PLACED AT A GREATER THAN NORMAL OFFSET.

NOTE: FOR BLOCK CONNECTION TO POST AND TO RAIL SEE STD. 4380 OR 4385.



REV. #		DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
1-23-16			STANDARD POSTS AND OFFSET BLOCKS FOR "W" & "T" BEAM GUARDRAIL 31 INCH GUARDRAIL HEIGHT	
SCALE: AS SHOWN		AUGUST 2011		NUMBER 4381
DES. G.L.O. (SUBMITTED)	DRW. G.L.O.	CHK. B.R.E. (APPROVED)	BY: Margaret B. Purcell STATE DESIGN POLICY ENGINEER CHIEF ENGINEER	



REVISION DATES

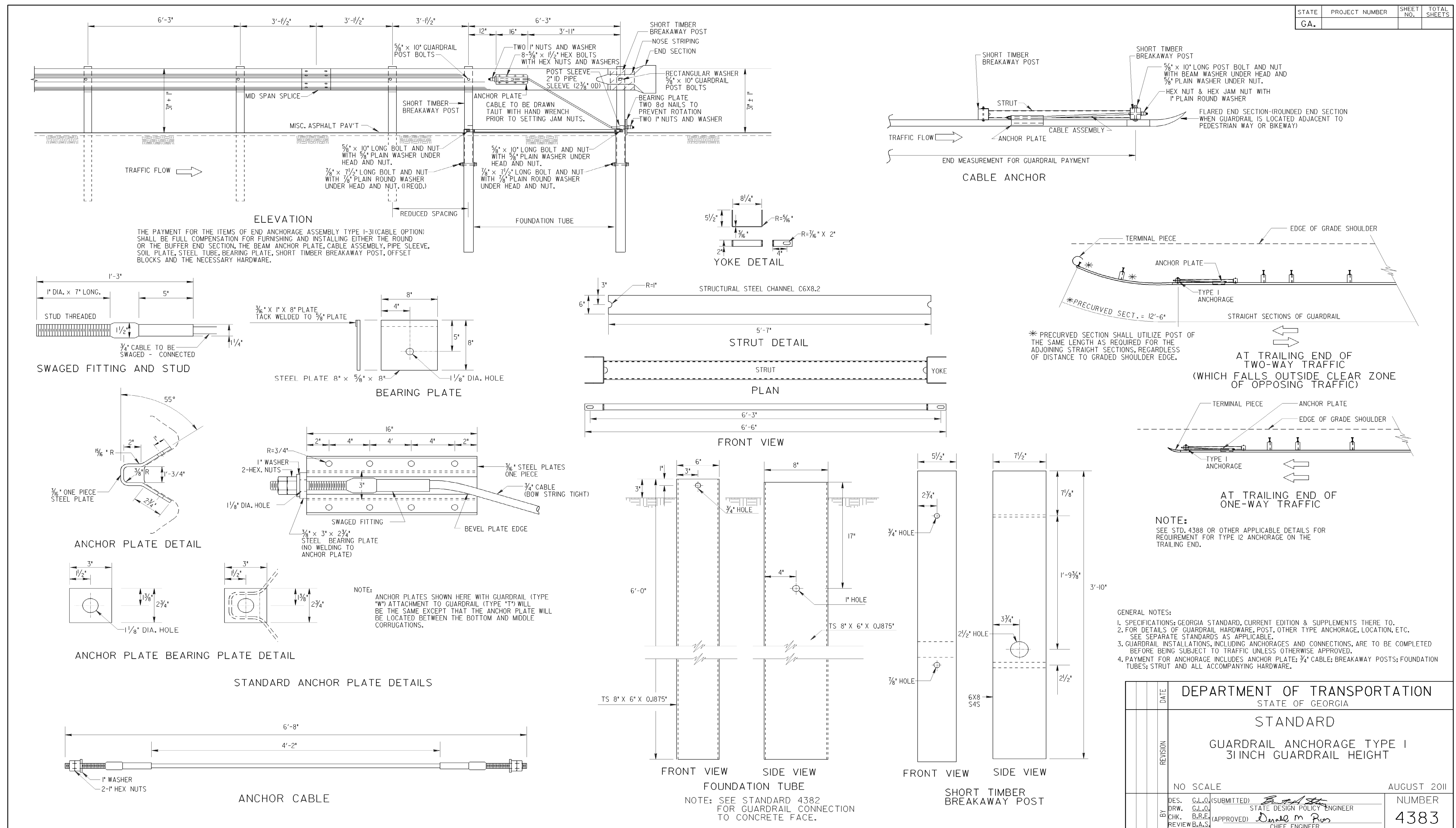
CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0002

9/21/2011 8:13:55 AM \\GDOT-DSN\GDOT\GCF\G0_Klp8000.qcf gowens V:\GARY\31 inch guardrail standards\4012D rev 4383.prf



DATE		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
REVISION		STANDARD	
BY		GUARDRAIL ANCHORAGE TYPE I 31 INCH GUARDRAIL HEIGHT	
NO SCALE		AUGUST 2011	
DES. G.L.O. (SUBMITTED)		NUMBER	
DRW. G.L.O.		4383	
CHK. B.R.E. (APPROVED)		STATE DESIGN POLICY ENGINEER	
REVIEW B.A.S.		CHIEF ENGINEER	

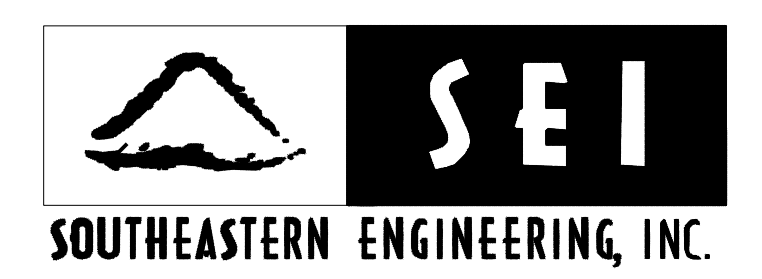
REVISION DATES	DATE	DESCRIPTION

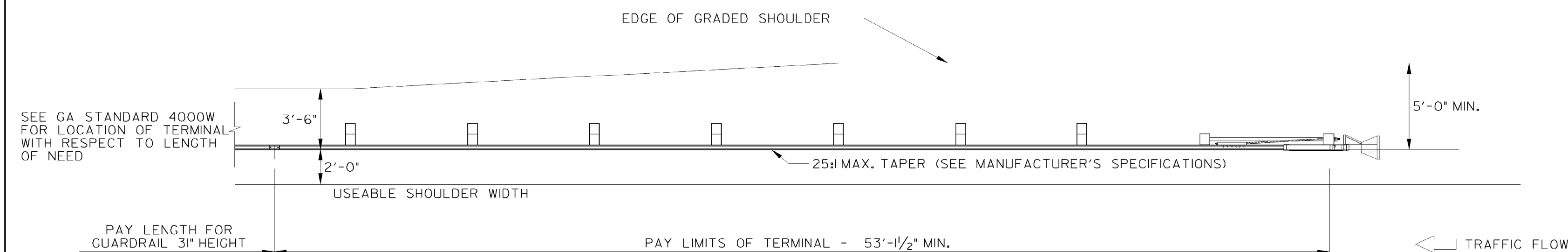
CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
GEORGIA STANDARDS

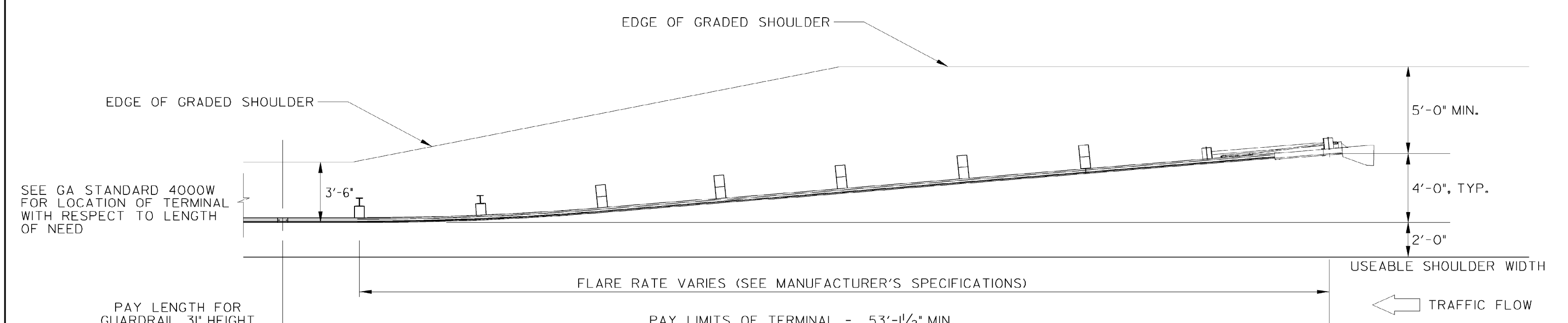
GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0003

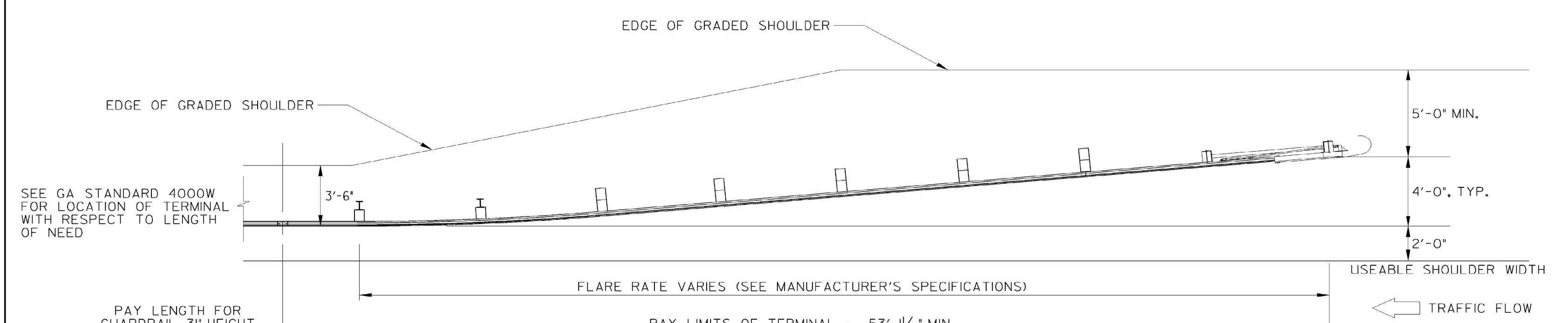




**TYPE 12A - 31" GUARDRAIL TERMINAL
(TANGENT, ENERGY-ABSORBING)**



**TYPE 12B - 31" GUARDRAIL TERMINAL
(FLARED, ENERGY-ABSORBING)**

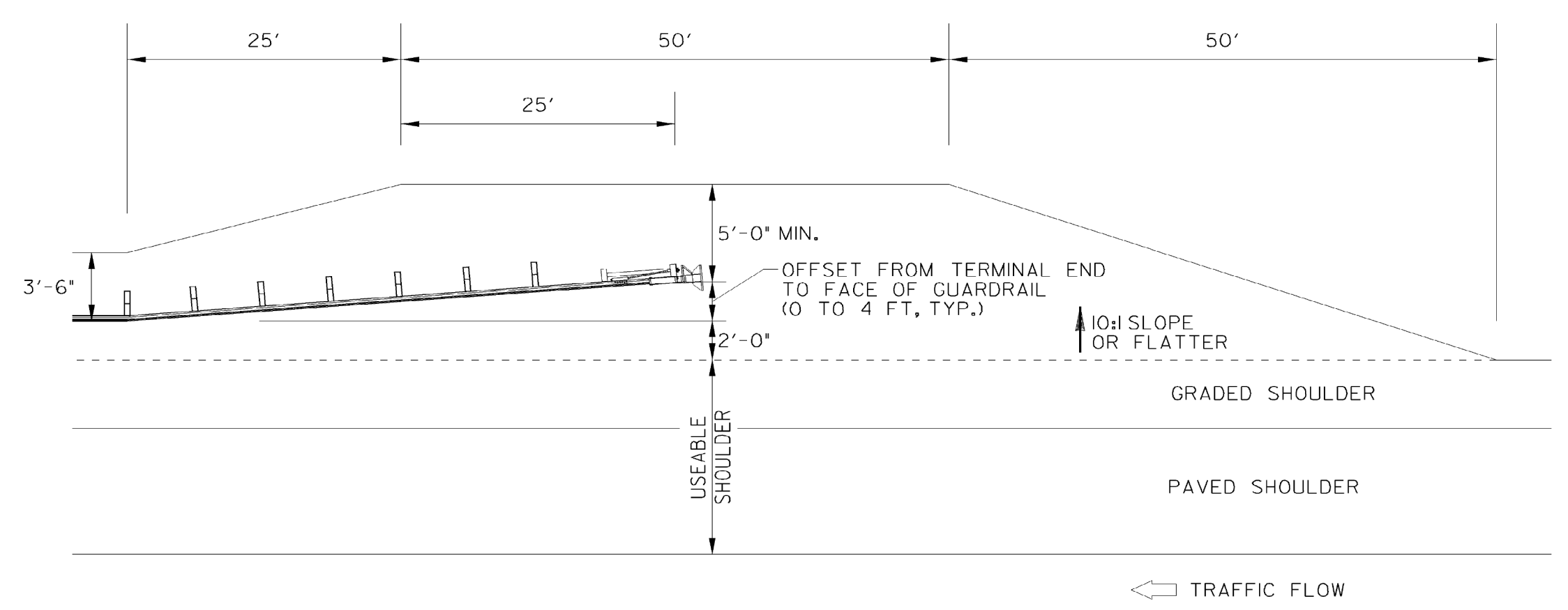


**TYPE 12C - 31" TERMINAL
(FLARED, NON-ENERGY-ABSORBING)**

GENERAL NOTES:

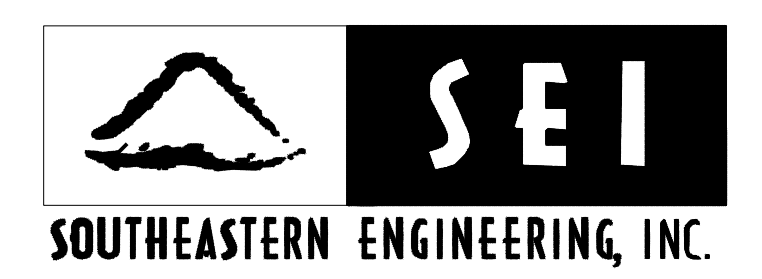
- SPECIFICATIONS: GEORGIA STANDARD CURRENT EDITION, AND SUPPLEMENTS THERETO.
- SEE GDOT OPL 64 FOR APPROVED PRODUCTS.
- THIS SHEET DEPICTS THE PAY LIMITS FOR GUARDRAIL AND TYPE 12 TERMINALS. TYPE 12 TERMINALS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
- W-BEAM INSTALLATIONS LESS THAN 150 FEET IN ADVANCE OF ANY SHIELDED OBJECT OR TOTAL LENGTH OF W-BEAM INSTALLATION IS LESS THAN ABOUT 150 FEET, AN ENERGERY-ABSORBING TERMINAL SHOULD BE SELECTED.

ITEM NO.	UNITS	DESCRIPTION
641-5015	EA	GUARDRAIL TERMINAL, TP 12A - 31", TANGENT, ENERGY-ABSORBING
641-5020	EA	GUARDRAIL TERMINAL, TP 12B - 31", FLARED, ENERGY-ABSORBING
641-5025	EA	GUARDRAIL TERMINAL, TP 12C - 31", FLARED, NON-ENERGY-ABSORBING



TERMINAL PAD GRADING DETAIL

1-29-16		DATE	DEPARTMENT OF TRANSPORTATION	
ADDED 02A, 12B, & 12C; ADDED GRADING DTL		REVISION	STATE OF GEORGIA	
			STANDARD	
			GUARDRAIL TERMINALS, TYPE 12A, 12B, AND 12C 31 INCH GUARDRAIL HEIGHT	
			NO SCALE	AUGUST 2011
DES. G.L.O. (SUBMITTED)	DRW. G.L.O.	CHK. B.R.E. (APPROVED)	REVIEW B.A.S.	NUMBER
				4384



REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

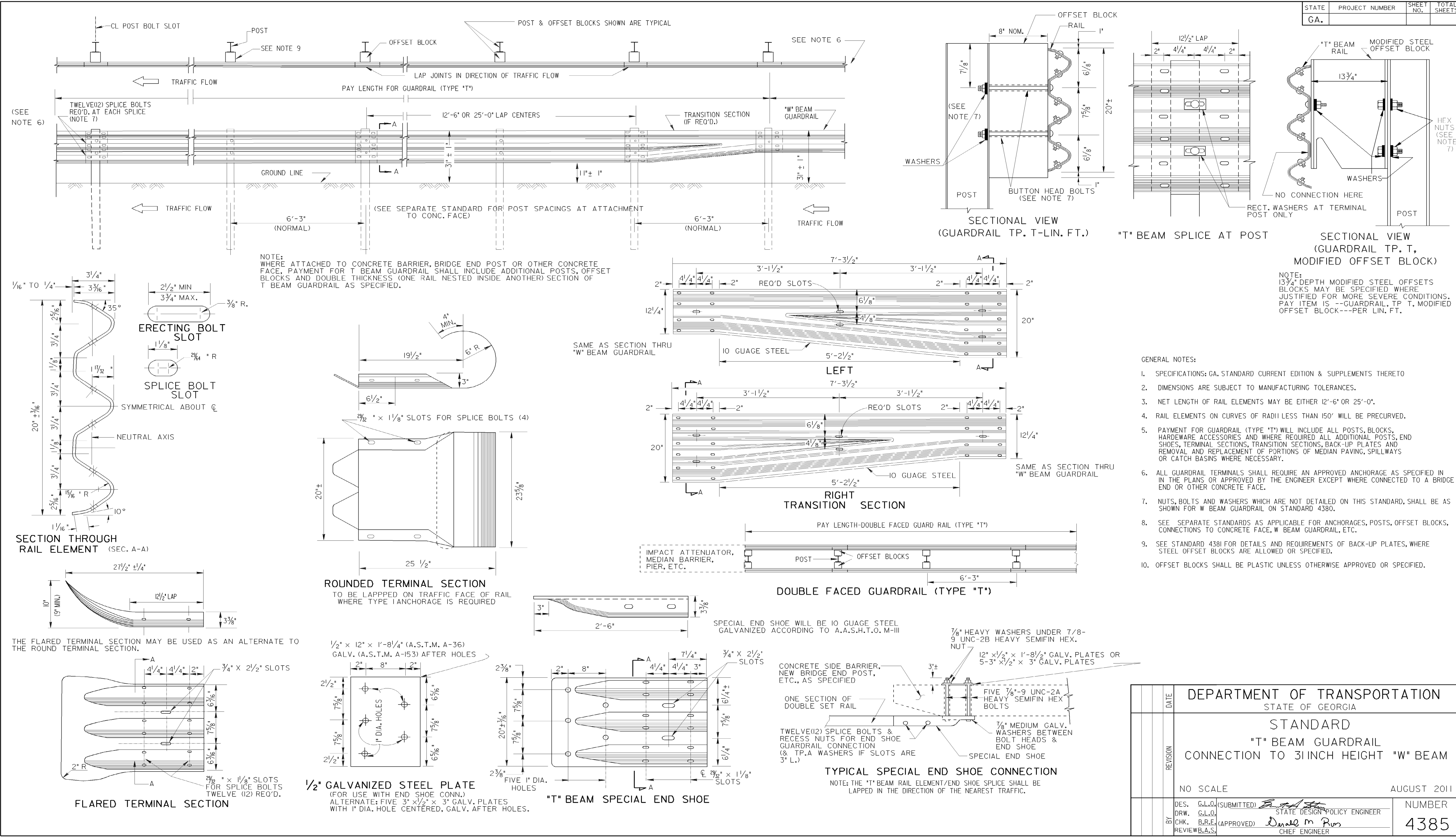
OFFICE:

GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0004

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DATE		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
REVISION		STANDARD	
		"T" BEAM GUARDRAIL CONNECTION TO 31 INCH HEIGHT "W" BEAM	
		NO SCALE	AUGUST 2011
DES. G.L.O. (SUBMITTED)	BY	NUMBER	
DRW. G.L.O. (APPROVED)	REVISION	4385	
CHK. B.R.E. (APPROVED)	DATE		
REVIEW B.A.S.			

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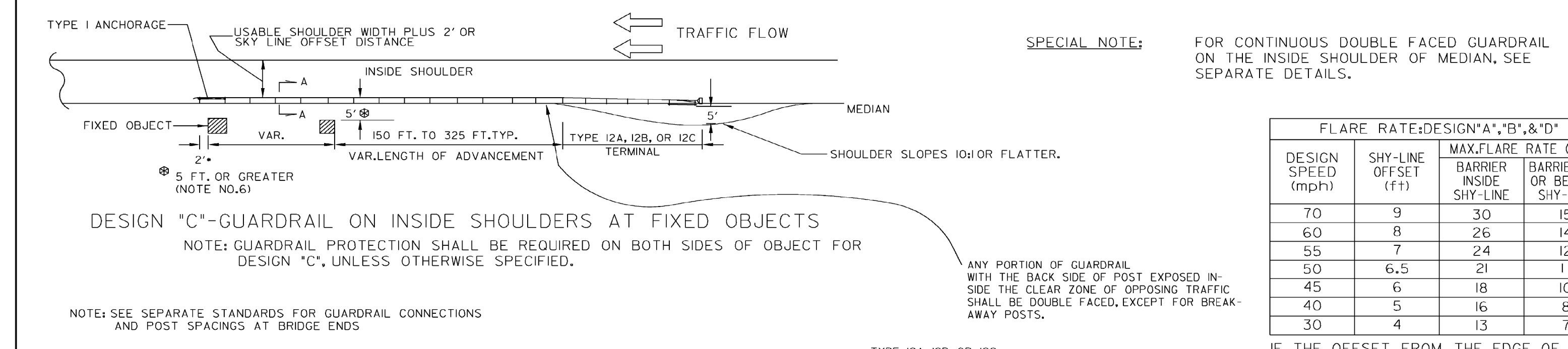
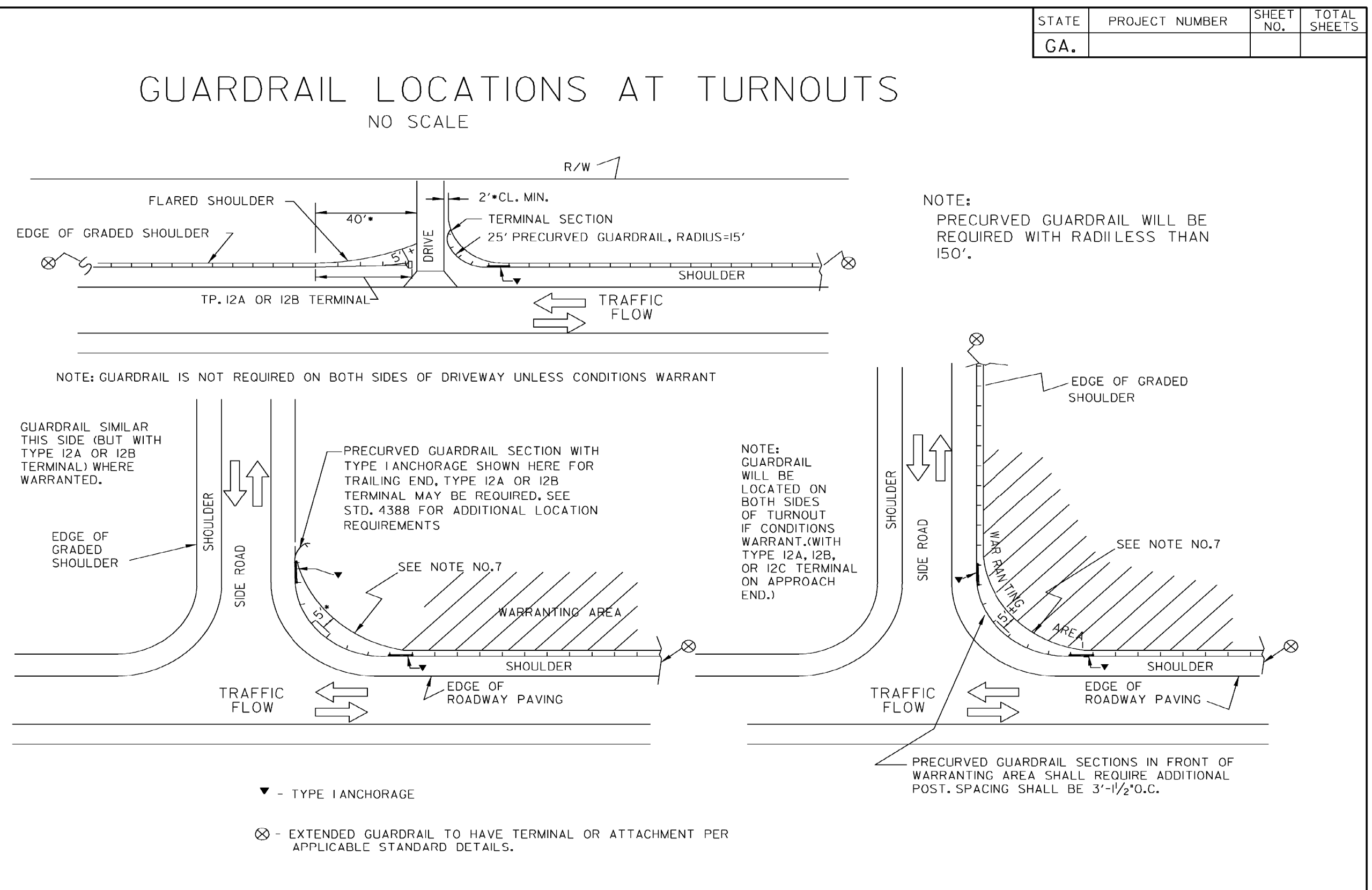
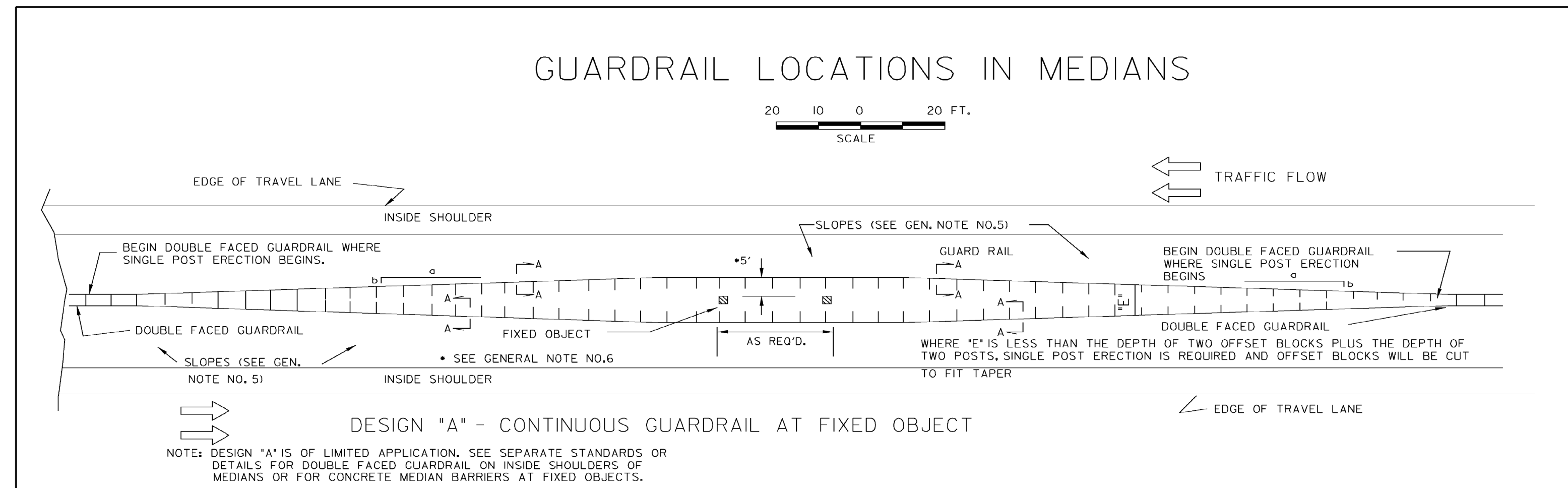
REVISION DATES	

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

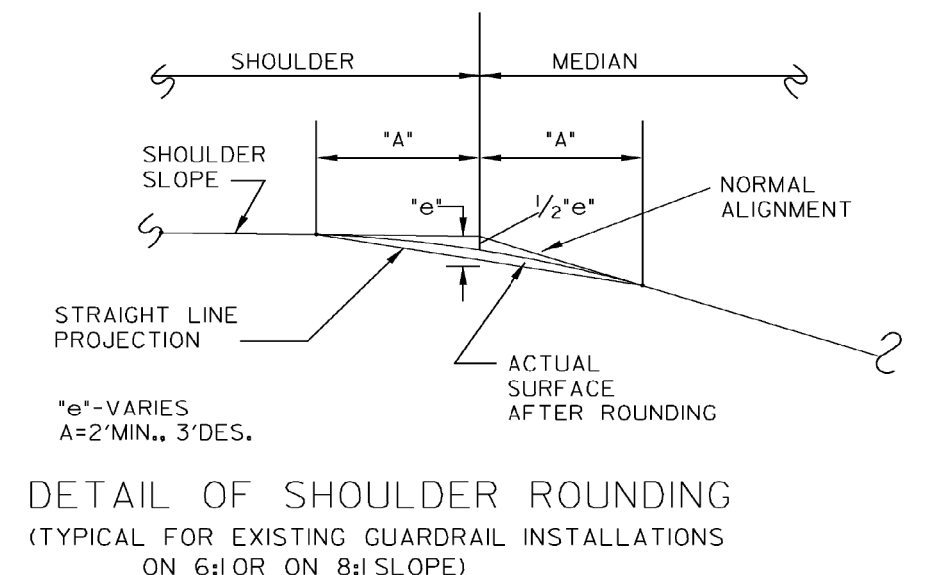
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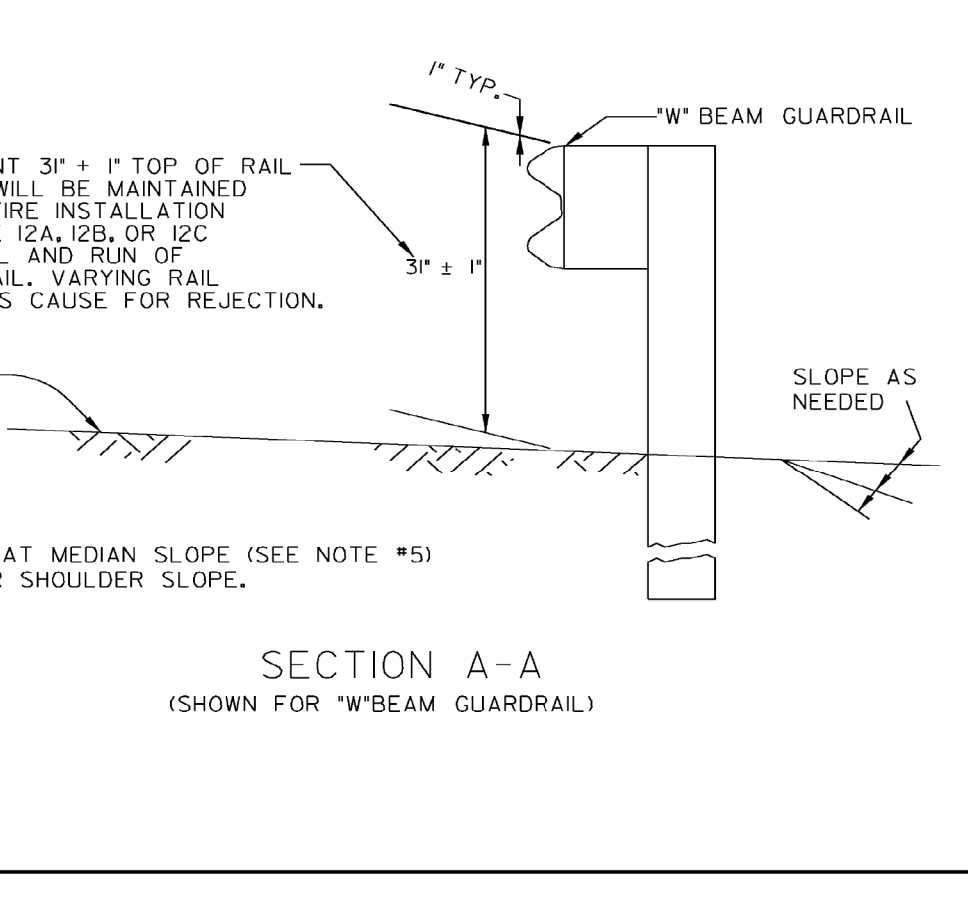
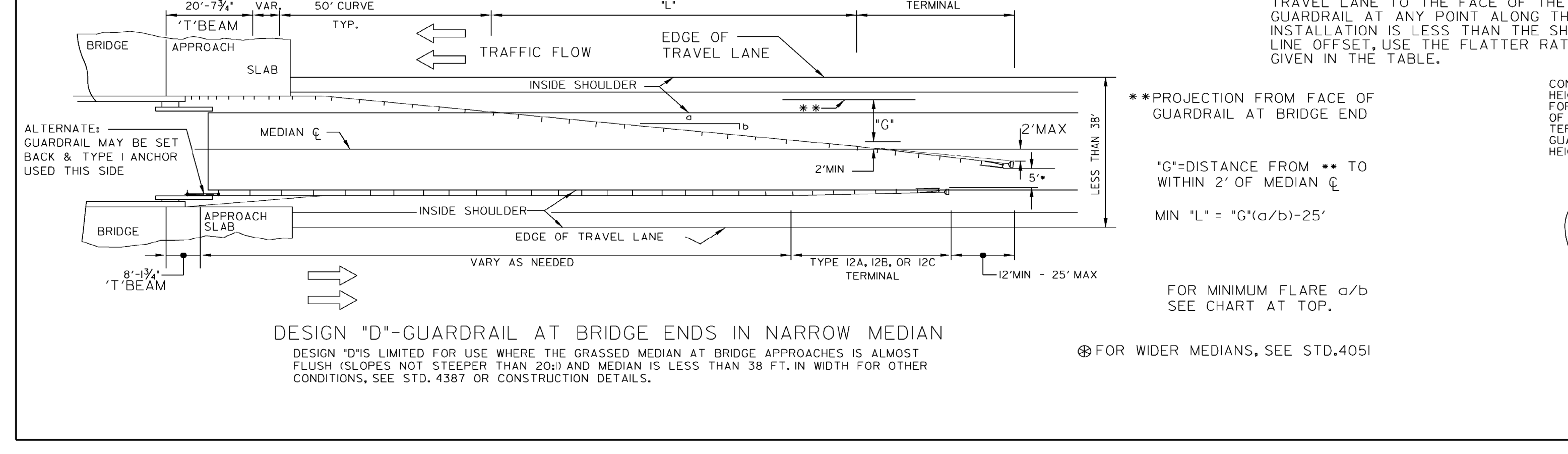
FLARE RATE: DESIGN "A", "B", & "D"

DESIGN SPEED (mph)	SHY-LINE OFFSET (ft)	MAX. FLARE RATE (a/b) BARRIER INSIDE SHY-LINE	BARRIER AT OR BEYOND SHY-LINE
70	9	30	15
60	8	26	14
55	7	24	12
50	6.5	21	11
45	6	18	10
40	5	16	8
30	4	13	7

IF THE OFFSET FROM THE EDGE OF THE TRAVEL LANE TO THE FACE OF THE GUARDRAIL AT ANY POINT ALONG THE INSTALLATION IS LESS THAN THE SHY-LINE OFFSET, USE THE FLATTER RATES GIVEN IN THE TABLE.



- GENERAL NOTES:
- SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION, AND SUPPLEMENTS THERETO.
 - FOR DETAILS OF GUARDRAIL HARDWARE, POST, AND OFFSET BLOCKS, SEE STANDARDS 4381 AND 4382.
 - FOR DETAILS OF GUARDRAIL TERMINALS AND ANCHORAGES, SEE SEPARATE STANDARDS, OR CONSTRUCTION DETAILS AS APPLICABLE.
 - FOR DETAILS OF DOUBLE FACED GUARDRAIL ATTACHED TO OR TERMINATED AT CONCRETE MEDIAN BARRIER, SEE STANDARD 4940.
 - NEGATIVE SLOPES IN FRONT OF GUARDRAIL AND ALL TERMINALS SHALL BE 10:1, OR FLATTER, FOR ALL NEW INSTALLATIONS.
 - OFFSET BETWEEN FACE OF GUARDRAIL AND FACE OF FIXED OBJECT SHALL BE 5 FT. + DESIRABLE, 4" MINIMUM, WHERE AN OFFSET OF LEAST 4'-3" CANNOT BE OBTAINED. DOUBLE POST SPACINGS (3'-1/2' O.C.) IN FRONT OF OBJECT PLUS A MINIMUM OF 7 SUCH SPACINGS IN ADVANCE OF OBJECT IS REQUIRED WITH A 3 FT. MINIMUM OFFSET.
 - WHERE PRECURVED GUARDRAIL IS INSTALLED AROUND RADIAT INTERSECTING SIDE ROADS, THE SHOULDER AREA BACK OF THE GUARDRAIL IS TO BE WIDENED AS SHOWN ABOVE WITH THE OFFSET BETWEEN THE TRAVEL LANE AND GUARDRAIL REMAINING APPROXIMATELY CONSTANT.



REV		DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
BY		REVISION	STANDARD GUARDRAIL LOCATIONS IN MEDIANS GUARDRAIL LOCATIONS AT TURNOUTS 31 INCH GUARDRAIL HEIGHT	
REV		DATE	SCALE: AS SHOWN	
REV		DATE	AUGUST 2011	
DES.	G.L.O.	(SUBMITTED)	NUMBER	
DRW.	G.L.O.	STATE DESIGN POLICY ENGINEER	4386	
CHK.	B.R.E.	(APPROVED)		
REVIEW	B.A.S.	CHIEF ENGINEER		

REVISION DATES	

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

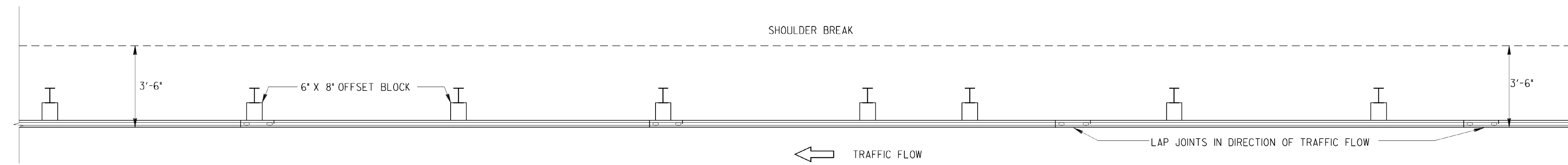
OFFICE:

GEORGIA STANDARDS

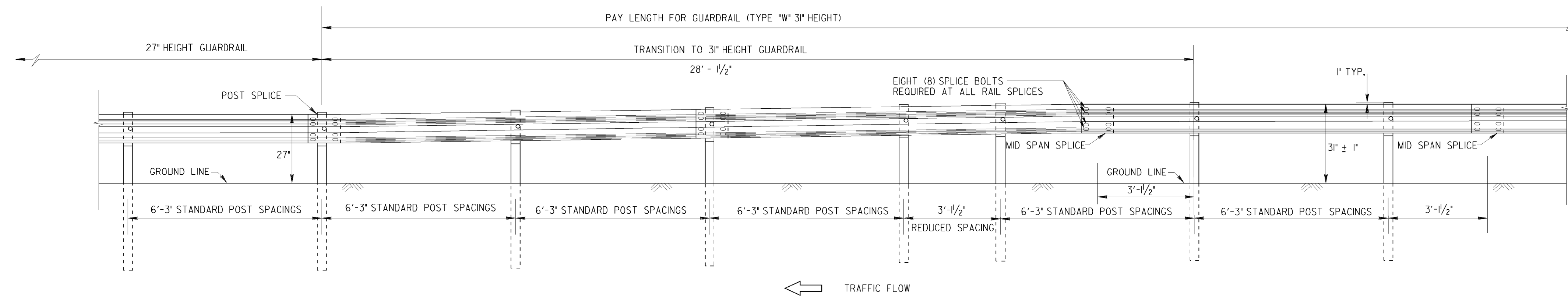
GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0006

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PLAN



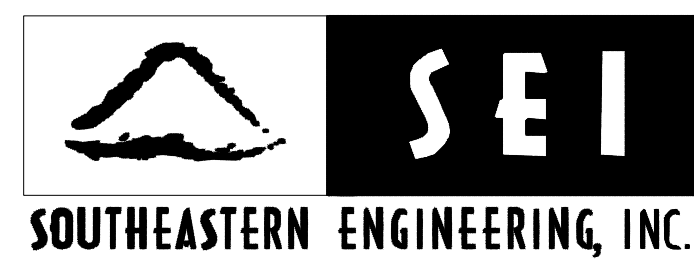
ELEVATION
(TYPICAL VIEW ALONG ROADWAY)

GENERAL NOTES:

- SPECIFICATIONS: GEORGIA STANDARD CURRENT EDITION, AND SUPPLEMENTS THERETO.
- NUTS, BOLTS, WASHERS, RAIL, TERMINAL SECTIONS, END SHOES, BACK-UP PLATES, END SECTIONS AND OTHER GUARDRAIL HARDWARE ARE IN ACCORDANCE WITH THE CURRENT ARTBA TECHNICAL BULLETIN NO. 268 -- UNLESS SPECIFIED OTHERWISE, DIMENSIONS FOR POSTS AND OFFSET BLOCKS WILL BE ACCORDING TO GA. STANDARD 438I.
- FOR DETAILS OF GUARDRAIL ANCHORAGES AND TERMINALS, SEE APPLICABLE STANDARDS AND/OR CONSTRUCTION DETAILS.
- FOR LOCATION OF GUARDRAIL SEE APPLICABLE LOCATION STANDARDS.
- ALL STEEL HARDWARE COMPONENTS WILL BE GALVANIZED AFTER FABRICATION, GALVANIZING REPAIR COMPOUND (SEC. 645) WILL BE FIELD APPLIED TO ANY COATINGS DAMAGED.
- WHEN GUARDRAIL IS REQUIRED ON CURVES WITH RADII LESS THAN 150', PRECURVED RAIL WILL BE REQUIRED.
- PAYMENT FOR GUARDRAIL (Type "W") TO INCLUDE OFFSET BLOCKS, POST, BACK-UP PLATES WHERE REQUIRED, BOLTS, NUTS, WASHERS, TERMINAL SECTIONS, ADDITIONAL POST WHERE REQUIRED, & REMOVAL AND REPLACEMENT OF PORTIONS OF MEDIAN PAVING, SPILLWAYS, OR CATCH BASINS WHERE NECESSARY.
- ALL DIMENSIONS ARE SUBJECT TO MANUFACTURING TOLERANCES.
- STANDARD NET LENGTH OF RAIL ELEMENTS MAY BE EITHER 12'-6" OR 25'-0", THESE LENGTHS SHALL BE ARRANGED TO PROVIDE AS NEARLY AS POSSIBLE THE REQUIRED LENGTH FOR EACH INSTALLATION.

REV. 31" W-BW BLOCK TO 6'x8"		DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
REV. 31" W-BW BLOCK TO 6'x8"		DATE	STANDARD "W" BEAM GUARDRAIL TRANSITION 27 INCH GUARDRAIL TO 31 INCH GUARDRAIL HEIGHT	
REV. 31" W-BW BLOCK TO 6'x8"		DATE	NO SCALE	
REV. 31" W-BW BLOCK TO 6'x8"		DATE	AUGUST 2011	
DES.	G.L.O. (SUBMITTED)	STATE DESIGN POLICY ENGINEER		NUMBER
DRW.	G.L.O. (APPROVED)	MARGARET B. PUELO		4390
CHK.	B.R.E. (APPROVED)	CHIEF ENGINEER		
REVIEW	B.A.S.			

3/24/2016 10:14:20 AM \\GDOT\DSN\GDPLOT\OCF\OGC.qpl_bqvar1.cae_P:\Pol\Ly&L\Light\Std\Standards\GA_Standards\4390\Rev1\Jan_2016-1-29\4390_Rev1.scd_2016-1-29.drf



REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

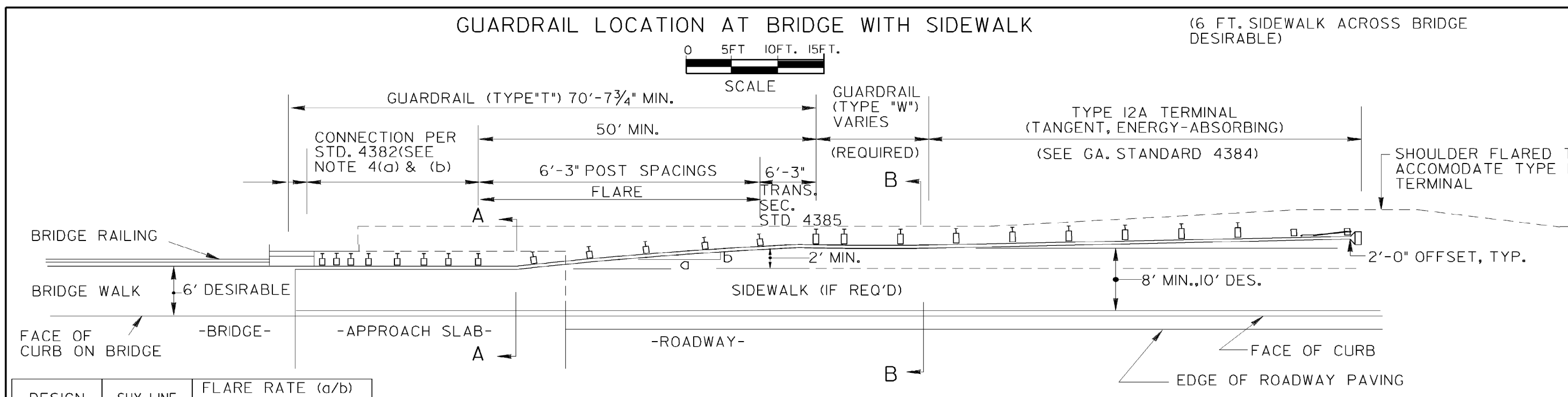
OFFICE:

GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0007

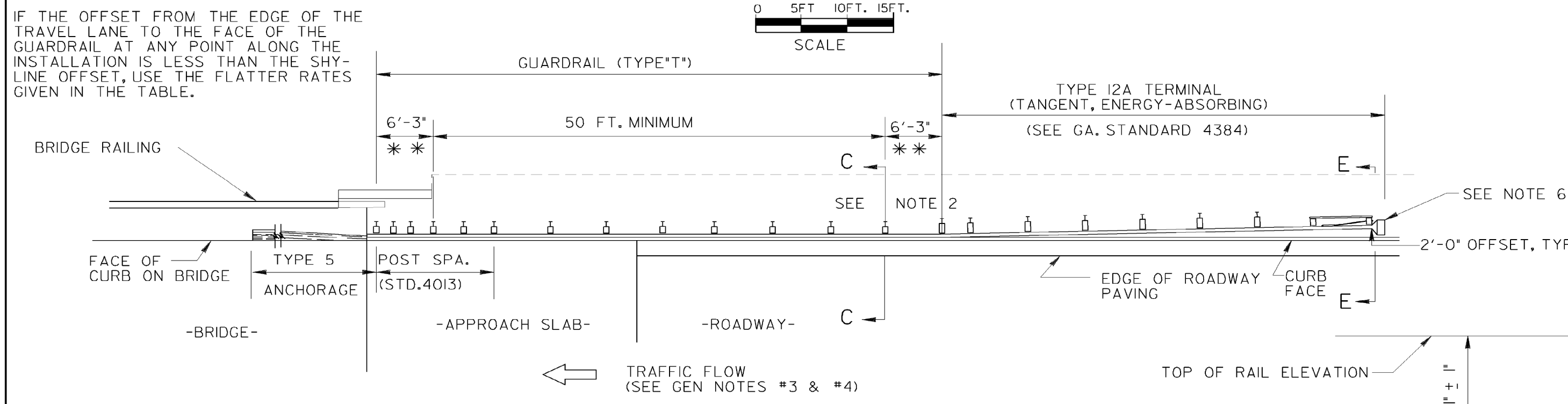
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DESIGN SPEED (mph)	SHY-LINE OFFSET (ft)	FLARE RATE (a/b)	
		BARRIER INSIDE SHY-LINE	BARRIER AT OR BEYOND SHY-LINE
70	9	30	15
60	8	26	14
55	7	24	12
50	6.5	21	11
45	6	18	10
40	5	16	8
30	4	13	7

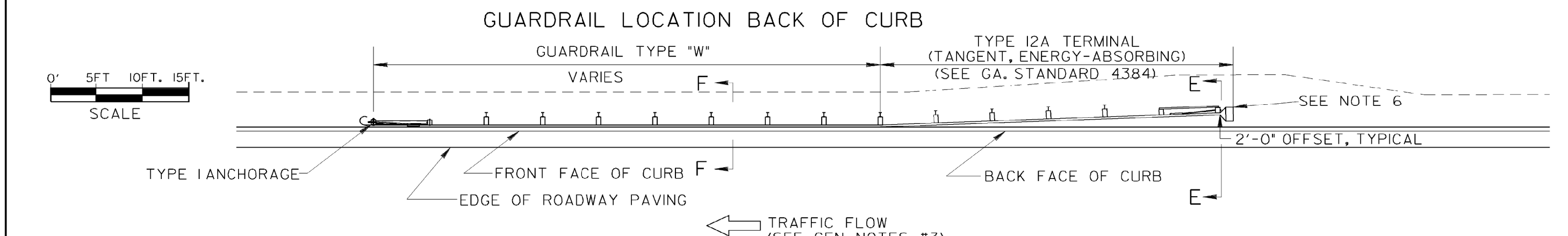
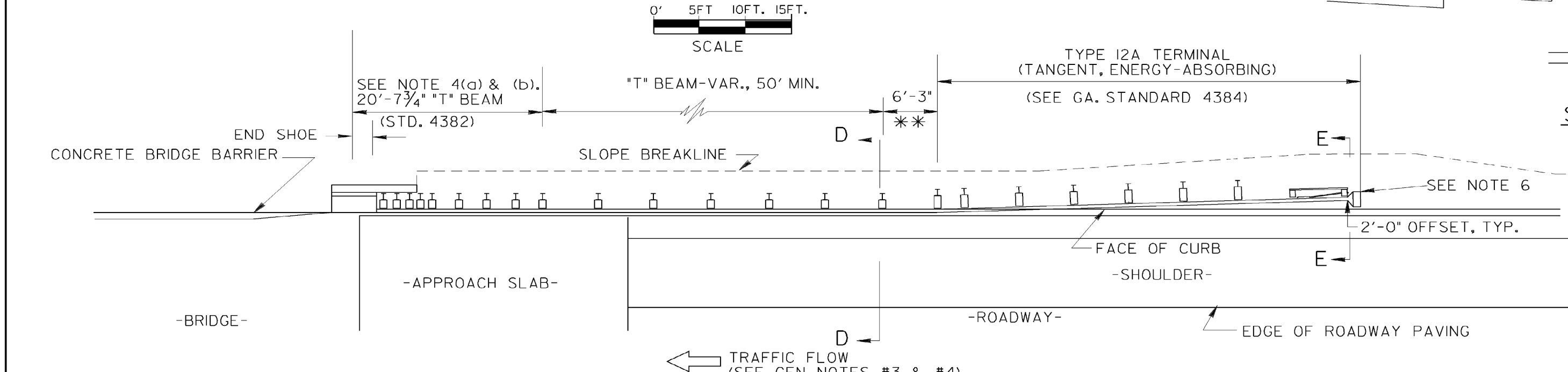
IF THE OFFSET FROM THE EDGE OF THE TRAVEL LANE TO THE FACE OF THE GUARDRAIL AT ANY POINT ALONG THE INSTALLATION IS LESS THAN THE SHY-LINE OFFSET, USE THE FLATTER RATES GIVEN IN THE TABLE.

GUARDRAIL LOCATION AT BRIDGE WITH NARROW WALK

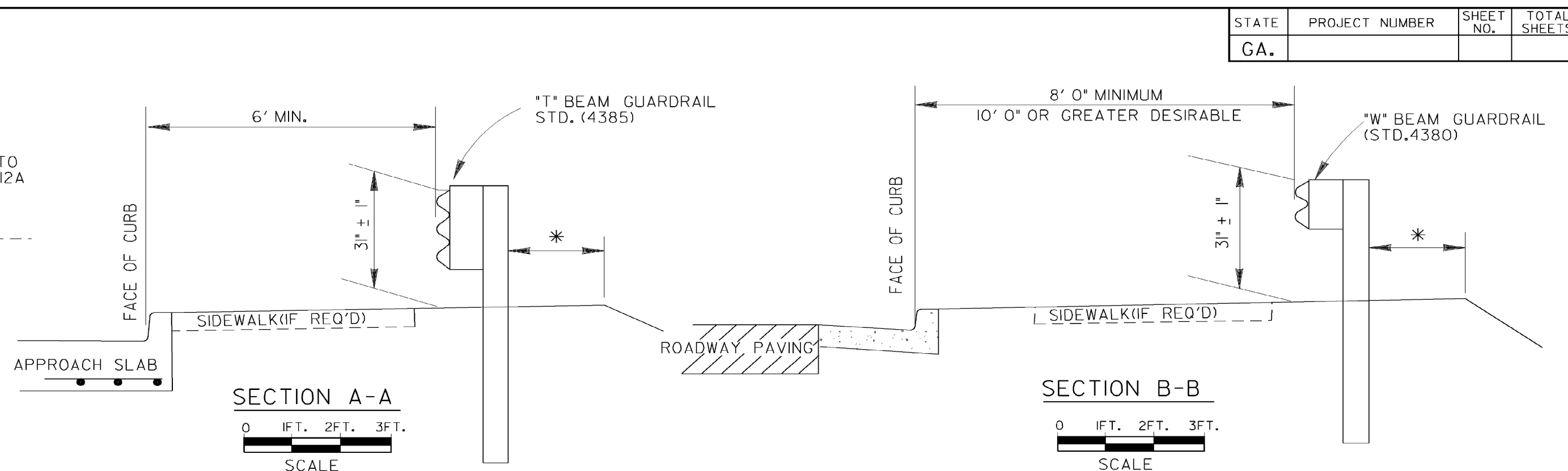


*SEE STD. 4385 FOR TRANSITION PIECE BETWEEN "T"-BEAM AND ANCHORAGES, WHERE REQUIRED.

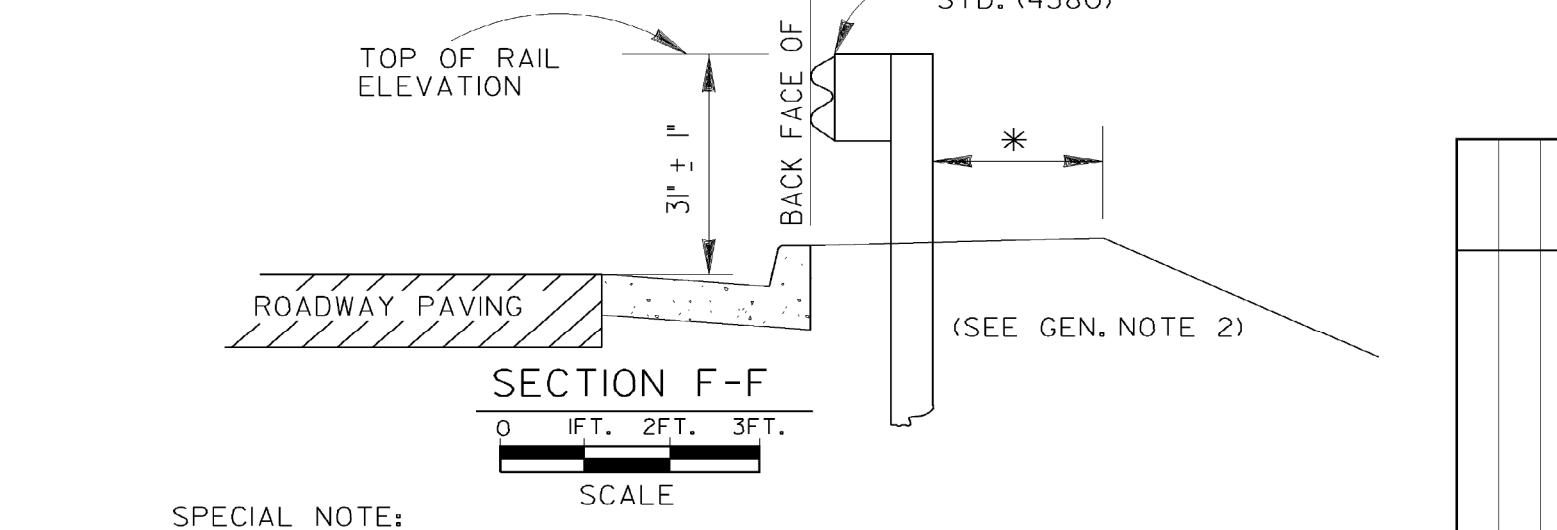
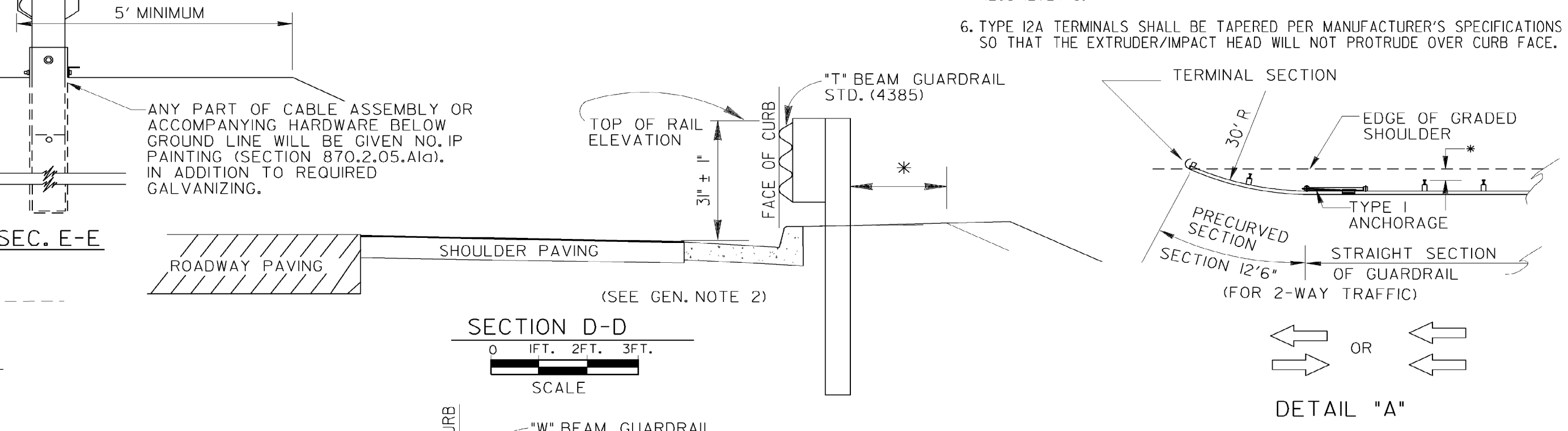
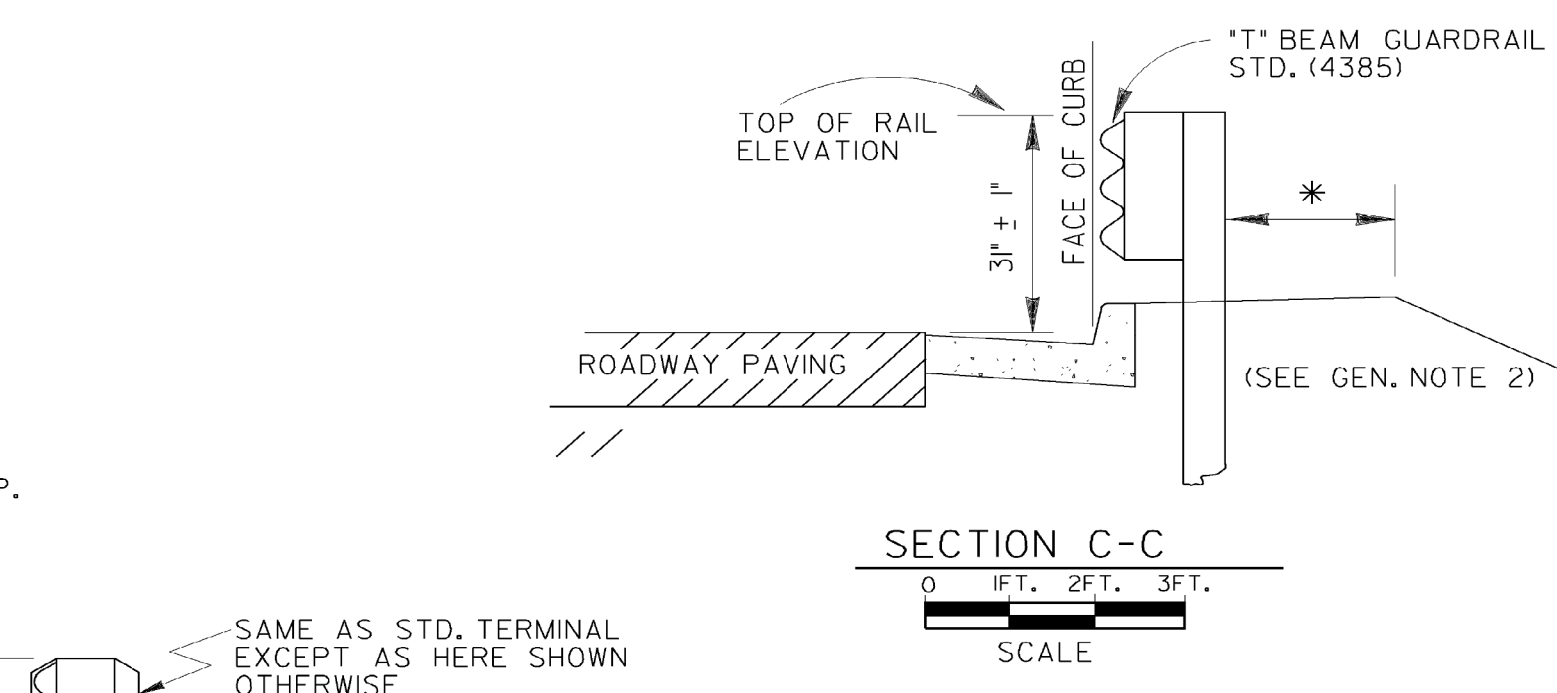
GUARDRAIL LOCATION SHOULDER ACROSS BRIDGE



NOTE: APPLICATION OF ABOVE DETAILS IS TYPICAL FOR URBAN TYPE FACILITIES WITH CONTINUOUS CONCRETE CURB & GUTTER ADJACENT TO THE PAVEMENT. SEE SEPARATE DETAILS WHERE SECTIONS OF ASPHALT CURB ARE LOCATED UNDER GUARDRAIL ON SHOULDERS OF RURAL TYPE FACILITIES.



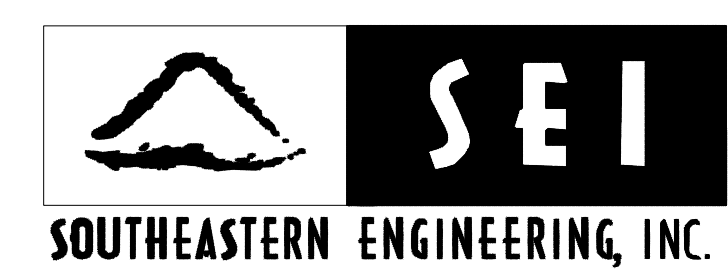
* DISTANCE FROM BACK OF POST TO EDGE OF GRADED SHOULDER SHALL NOT BE LESS THAN 2 FEET WITH NORMAL LENGTH POST AND NOT LESS THAN 1 FOOT WITH ADDITIONAL LENGTH POST (STD. 4380)



SPECIAL NOTE: LOCATION AND QUANTITIES GIVEN IN THE PLANS FOR GUARDRAIL, TERMINALS, AND ANCHORAGES ARE ESTIMATES MADE FROM OFFICE COMPUTATIONS. A FINAL DETERMINATION AS TO LOCATIONS AND QUANTITIES OF GUARDRAIL, TERMINALS, AND ANCHORAGES WILL BE MADE BY THE ENGINEER OR A REPRESENTATIVE FROM THE OFFICE OF TRAFFIC OPERATIONS AFTER CONSTRUCTION OF ROADWAY AND CURB. THIS APPLIES TO ALL CONDITIONS SHOWN ON THIS STANDARD.

- GENERAL NOTES:
- SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION, AND SUPPLEMENTS THERETO.
 - IF GUARDRAIL IS DIRECTLY ABOVE CURB, DO NOT USE STD. 1033D, 1033G, 1034D, 1034G CATCH BASINS AT SAME LOCATION. EITHER USE OTHER DRAINAGE STRUCTURES OR ADJUST LOCATION OF CATCH BASINS TO MISS GUARDRAIL.
 - (a) TYPE 12A, 12B, OR 12C TERMINALS ARE REQUIRED AT ALL APPROACH ENDS OF GUARDRAIL AND AT TRAILING ENDS THAT FALL WITHIN THE C.Z.W. OF THE TWO-WAY TRAFFIC. C.Z.W.=CLEAR ZONE WIDTH.
(b) TYPE 1 ANCHORAGE WITH A 30' PRECURVED RAIL SECTION MAY BE USED AT TRAILING ENDS THAT FALL OUTSIDE THE C.Z.W. OF THE TWO-WAY TRAFFIC.
(c) TYPE 1 ANCHORAGES ARE USED AT THE TRAILING ENDS OF ONE-WAY TRAFFIC.
 - (a) GUARDRAIL PER APPLICABLE DETAIL AT LEFT IS REQUIRED AT BOTH APPROACH BRIDGE END POSTS WITH ONE-WAY TRAFFIC AND AT ALL 4 BRIDGE END POSTS WITH 2-LANES & 2-WAY TRAFFIC.
(b) BRIDGE END POSTS AT THE TRAILING END OF ONE-WAY TRAFFIC OR AT THE TRAILING END OF TWO-WAY TRAFFIC ON MULTI-LANE (FOUR OR MORE) FACILITIES DOES NOT REQUIRE GUARDRAIL UNLESS STEEP SLOPES OR OTHER CONDITION WARRANTS GUARDRAIL FOR TRAFFIC COMING OFF OF BRIDGE. IF REQUIRED FOR THIS CONDITION, GUARDRAIL SHALL BE AS WARRANTED & WITHOUT ADDITIONAL POST/DOUBLE THICK RAIL.
 - SKETCHES SHOWN HERE FOR GUARDRAIL, TERMINALS, AND ANCHORAGES ARE REPRESENTATIVE. SEE SEPARATE STANDARDS OR DETAILS FOR SPECIFIC REQUIREMENTS.
 - TYPE 12A TERMINALS SHALL BE TAPERED PER MANUFACTURER'S SPECIFICATIONS SO THAT THE EXTRUDER/IMPACT HEAD WILL NOT PROTRUDE OVER CURB FACE.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA		DATE	1-29-16
STANDARD GUARDRAIL LOCATION (ON ROADS WITH CURB & GUTTER, HEADER CURB OR INTEGRAL CURB) 3 INCH GUARDRAIL HEIGHT		REVISION	REV TP2 TO TP2A & NOTE 6
SCALE AS SHOWN		DATE	AUGUST 2011
NUMBER 4391		DES. G.L.O. (SUBMITTED)	
		DRW. G.L.O.	
		CHK. B.R.E. (APPROVED)	
		REVIEW B.A.S.	



REVISION DATES

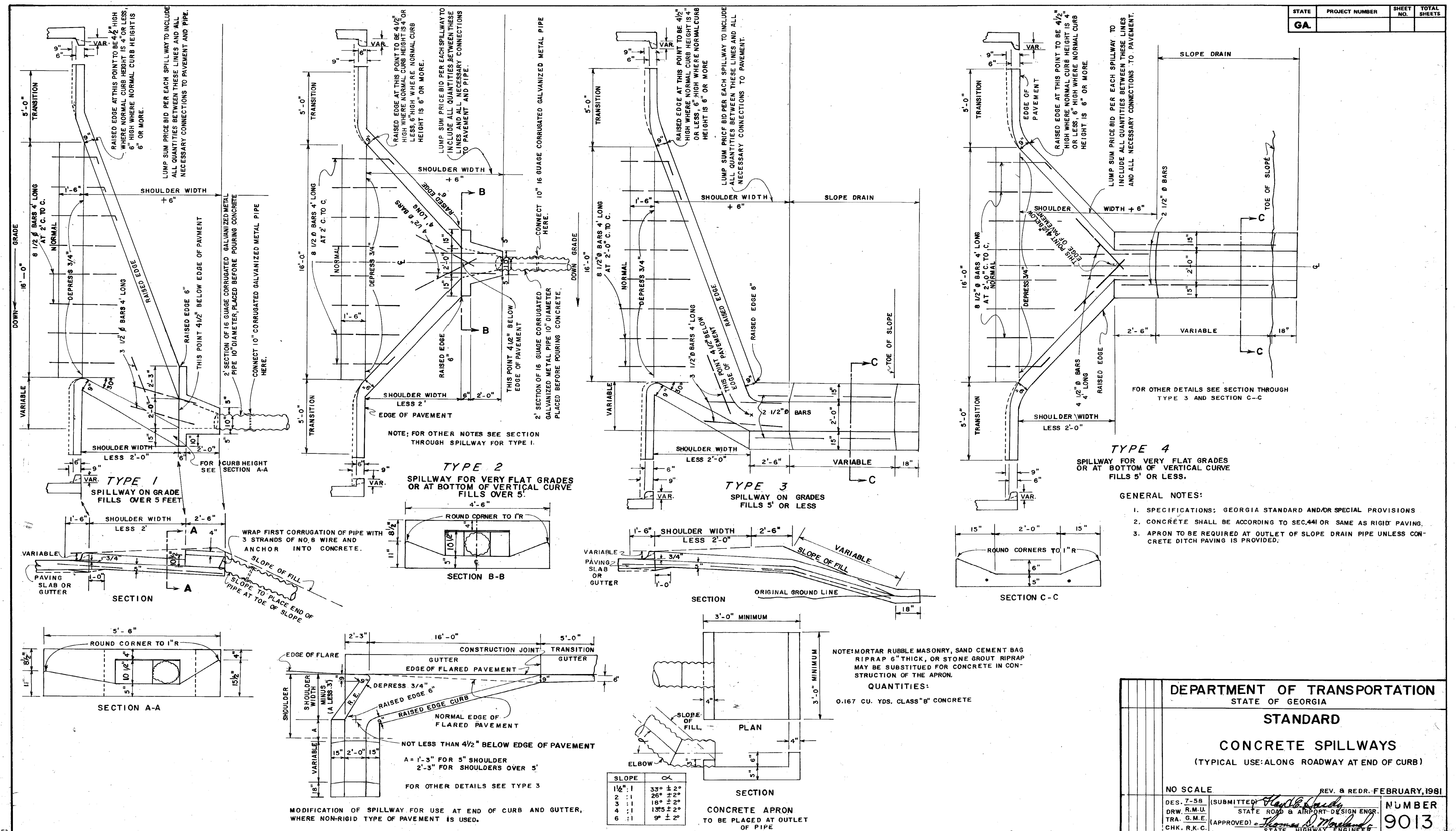
NO.	DATE	DESCRIPTION

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0008



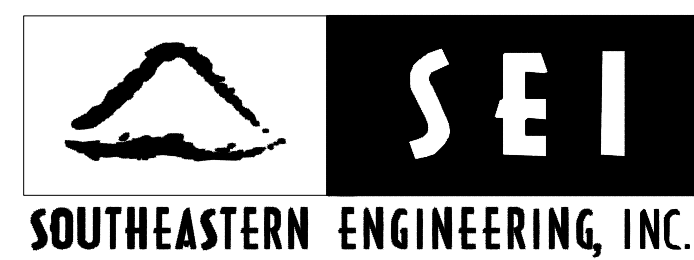
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

STANDARD
CONCRETE SPILLWAYS
(TYPICAL USE: ALONG ROADWAY AT END OF CURB)

NO SCALE
DES. 7-58 (SUBMITTED) *Handwritten Signature*
DRW. R.M.U. STATE ROAD & AIRPORT DESIGN ENGR.
TRA. G.M.E. (APPROVED) *Handwritten Signature*
CHK. R.K.C. STATE HIGHWAY ENGINEER

REV. & REDR. FEBRUARY, 1981

NUMBER
9013



REVISION DATES

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

DRAWING No.
41-0009

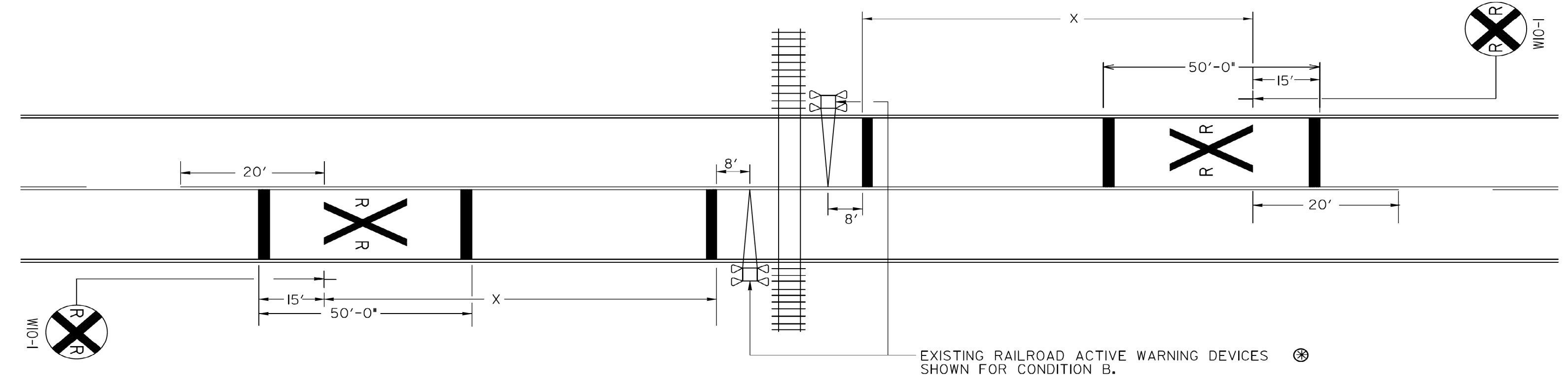
TYPICAL PAVEMENT MARKINGS
 (FOR CROSSINGS WITH ACTIVE DEVICES)

GUIDELINES FOR ADVANCE PLACEMENT OF WARNING SIGNS
 (Source: 2009 Edition MUTCD)

SPEED (MPH)	CONDITION B (ACTIVE DEVICES CROSSING) MINIMUM	CONDITION A (PASSIVE DEVICES CROSSING ONLY) MINIMUM
0-20	100	225
25	100	325
30	100	460
35	100	565
40	125	670
45	175	775
50	250	885
55	325	990
60	400	1100
65	475	1200

* WHERE THIS DISTANCE IS DISRUPTED BY GRADES, CURVATURE, SIGHT DISTANCE, OR PHYSICAL CONDITIONS OF ROADWAY, ADJUSTMENTS WILL BE MADE ACCORDINGLY BY THE ENGINEER.

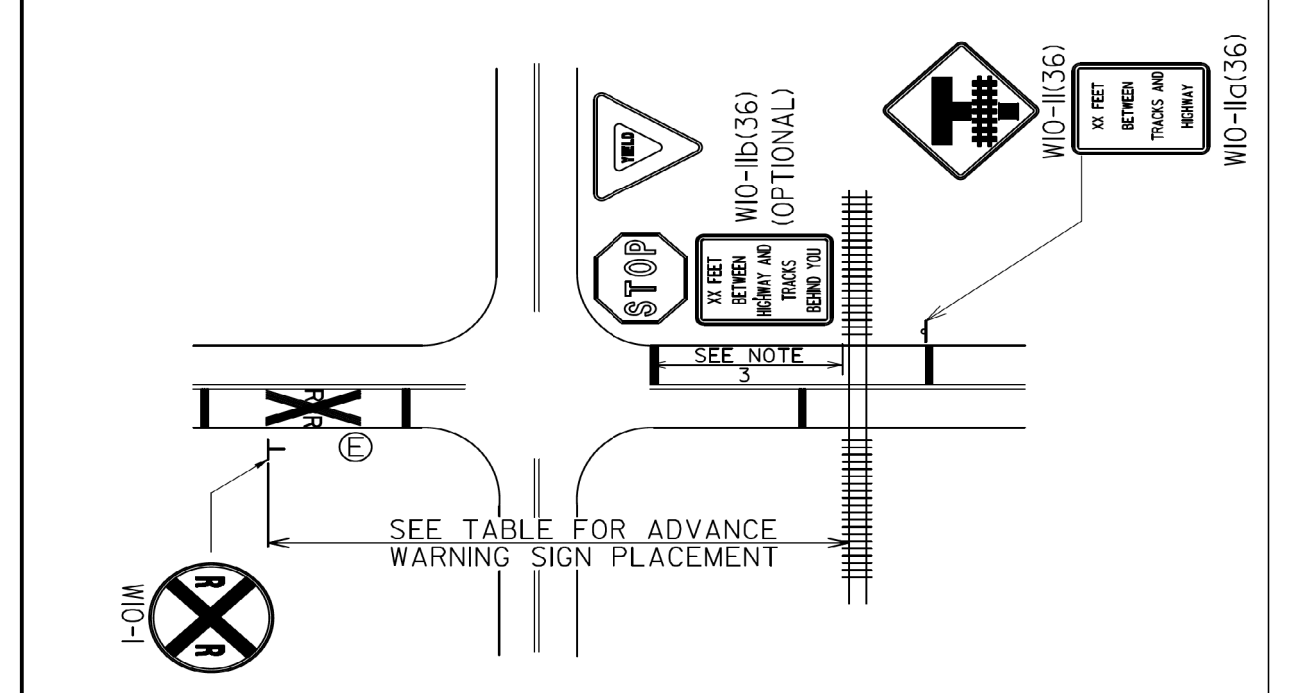
See Guidelines for X = Advance Placement of Warning Sign Distance Table



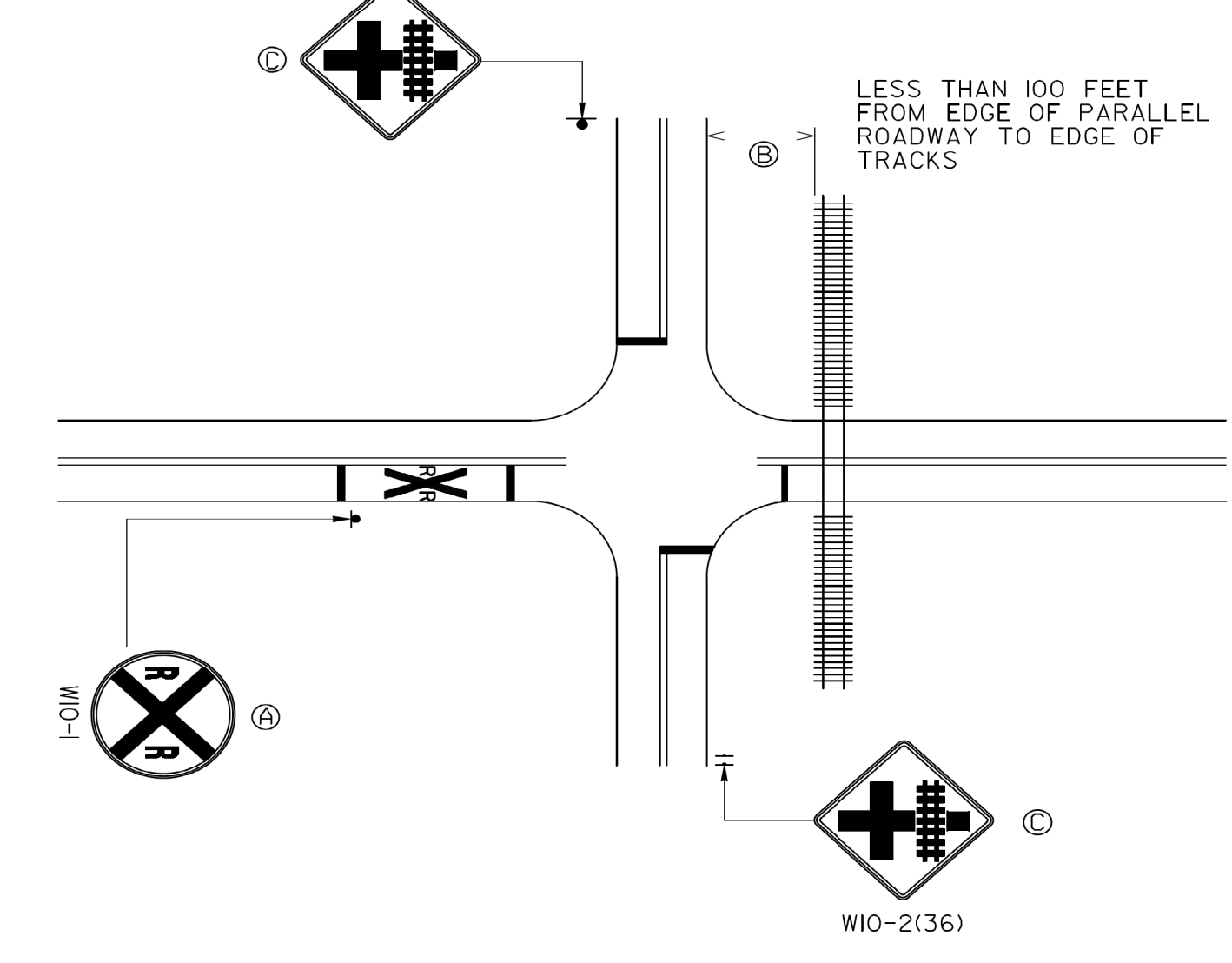
- NOTES:**
- ROADWAY PAVEMENT MARKINGS SHALL BE ADDED FOR ALL RAILROAD CROSSING UPGRADES.
 - SEE MUTCD FOR DETAILS OF PAVEMENT MARKINGS AT PASSIVE RAILROAD CROSSINGS.
 - SEE PLANS FOR STOP, YIELD AND RAILROAD WARNING SIGN LOCATIONS.
 - SEE PLANS IF NECESSARY FOR STOP OR YIELD AHEAD SIGNS.
 - CENTER LINE PROHIBITING PASSING IN APPROACH TO CROSSING SHALL EXTEND MINIMUM OF 20 FEET BEYOND RR WARNING SIGN (W10-1).
 - WHERE CENTERLINE AND/OR EDGE LINES DO NOT EXIST, RR SYMBOL MARKINGS SHALL EXTEND FROM THE EDGE OF PAVEMENT TO AT LEAST HALFWAY ACROSS THE PAVEMENT.
- SEE MUTCD FOR CONDITION A (PASSIVE TRAFFIC CONTROL SYSTEMS)

NOTES:

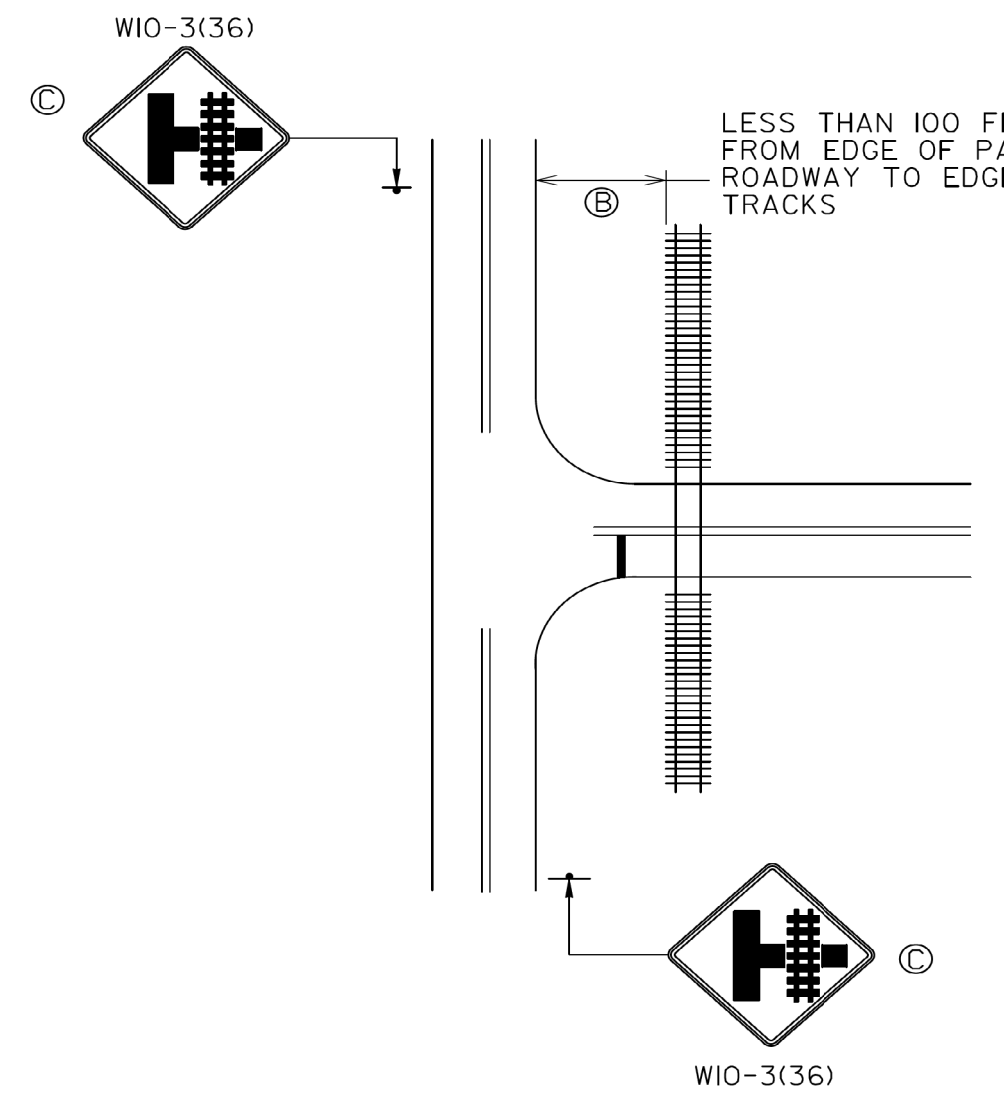
- A W10-II SIGN SUPPLEMENTED BY A W10-III SIGN SHOULD BE USED WHERE THERE IS A HIGHWAY INTERSECTION IN CLOSE PROXIMITY TO THE GRADE CROSSING AND AN ENGINEERING STUDY DETERMINES THAT ADEQUATE SPACE IS NOT AVAILABLE TO STORE A DESIGN VEHICLE(S) BETWEEN THE HIGHWAY INTERSECTION AND THE TRAIN.
- THE W10-II AND W10-III SIGNS SHOULD BE MOUNTED IN ADVANCE OF THE GRADE CROSSING AT AN APPROPRIATE LOCATION TO ADVISE DRIVERS OF THE SPACE AVAILABLE FOR HIGHWAY VEHICLE STORAGE BETWEEN THE HIGHWAY INTERSECTION AND THE GRADE CROSSING.
- OPTIONAL - A STORAGE SPACE (W10-III) SIGN MAY BE MOUNTED BEYOND THE GRADE CROSSING AT THE HIGHWAY INTERSECTION UNDER THE STOP OR YIELD SIGN OR JUST PRIOR TO THE SIGNALIZED INTERSECTION TO REMIND DRIVERS OF THE STORAGE SPACE BETWEEN THE TRACKS AND THE HIGHWAY INTERSECTION.



TYPICAL SIGN SYSTEM WHERE PARALLEL ROADWAY IS LESS THAN 100 FEET FROM CROSSING



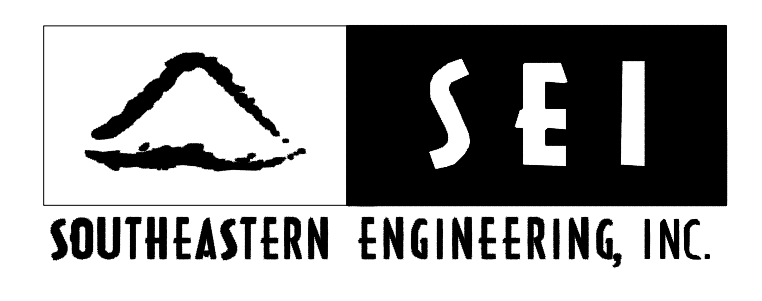
TYPICAL SIGN SYSTEM WHERE PARALLEL ROADWAY IS 100 FEET OR GREATER FROM CROSSING



- NOTES:**
- IF A YIELD AHEAD OR STOP AHEAD SIGN IS INSTALLED ON THE APPROACH TO THE CROSSING, THE W10-1 SIGN SHALL BE INSTALLED UPSTREAM FROM THE YIELD AHEAD OR STOP AHEAD SIGN. THE YIELD AHEAD OR STOP AHEAD SIGN SHALL BE LOCATED IN ACCORDANCE WITH TABLE 2C-4 OF THE M.U.T.C.D. THE MINIMUM DISTANCE BETWEEN THE SIGNS SHALL BE IN ACCORDANCE WITH SECTION 2C.05 AND TABLE 2C-4 OF THE M.U.T.C.D.
 - IF THE DISTANCE BETWEEN THE TRACKS AND A PARALLEL HIGHWAY, FROM THE EDGE OF THE TRACKS TO THE EDGE OF THE PARALLEL ROADWAY, IS LESS THAN 100 FEET, W10-2, W10-3, OR W10-4 SIGNS SHALL BE INSTALLED ON EACH APPROACH OF THE PARALLEL HIGHWAY TO WARN ROAD USERS MAKING A TURN THAT THEY WILL ENCOUNTER A GRADE CROSSING SOON AFTER MAKING A TURN, AND A W10-1 SIGN FOR THE APPROACH TO THE TRACKS SHALL NOT BE REQUIRED TO BE BETWEEN THE TRACKS AND THE PARALLEL HIGHWAY.
 - SIGN PLACEMENT SHOULD BE IN ACCORDANCE WITH THE GUIDELINES FOR INTERSECTION WARNING SIGNS IN THE M.U.T.C.D.

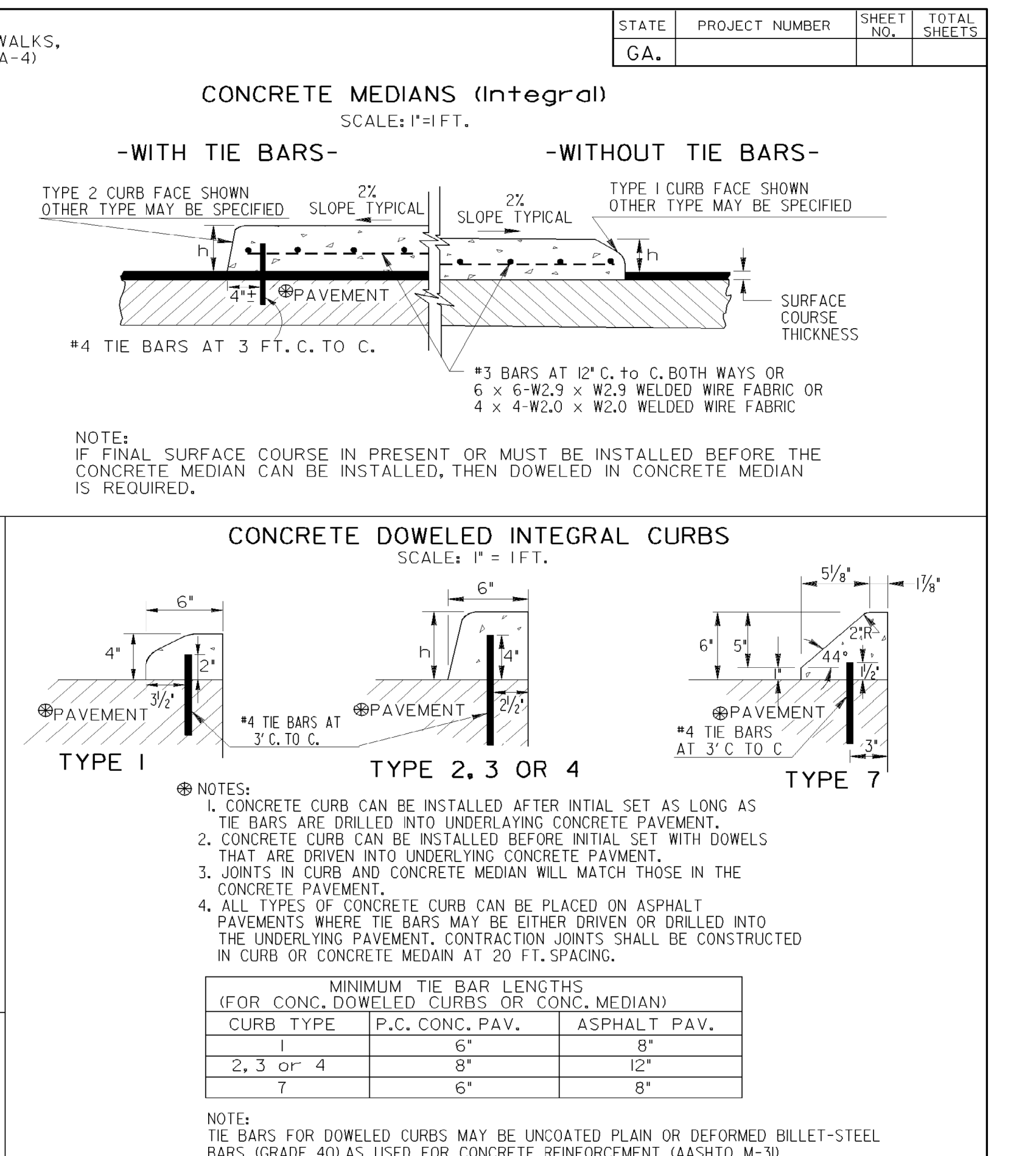
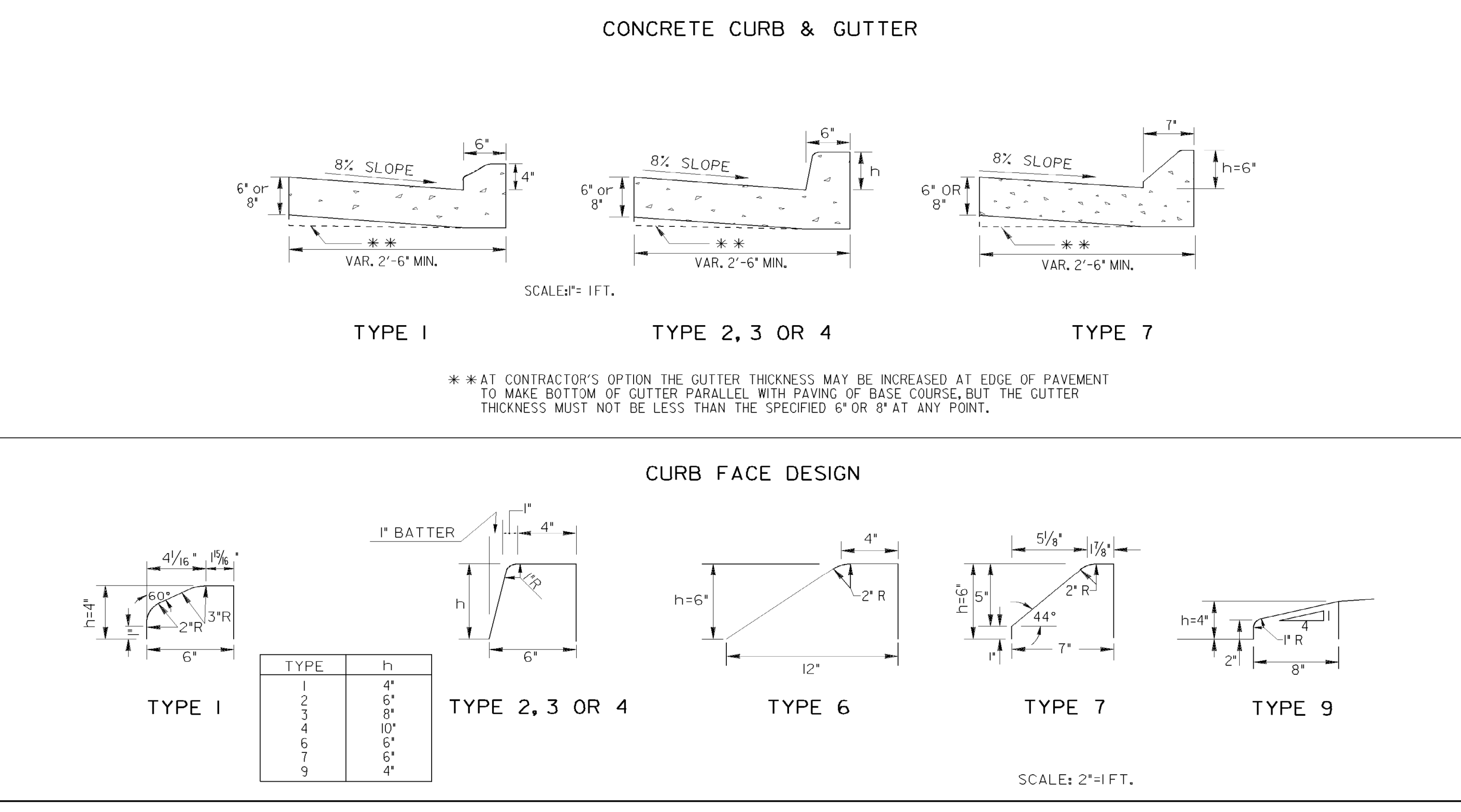
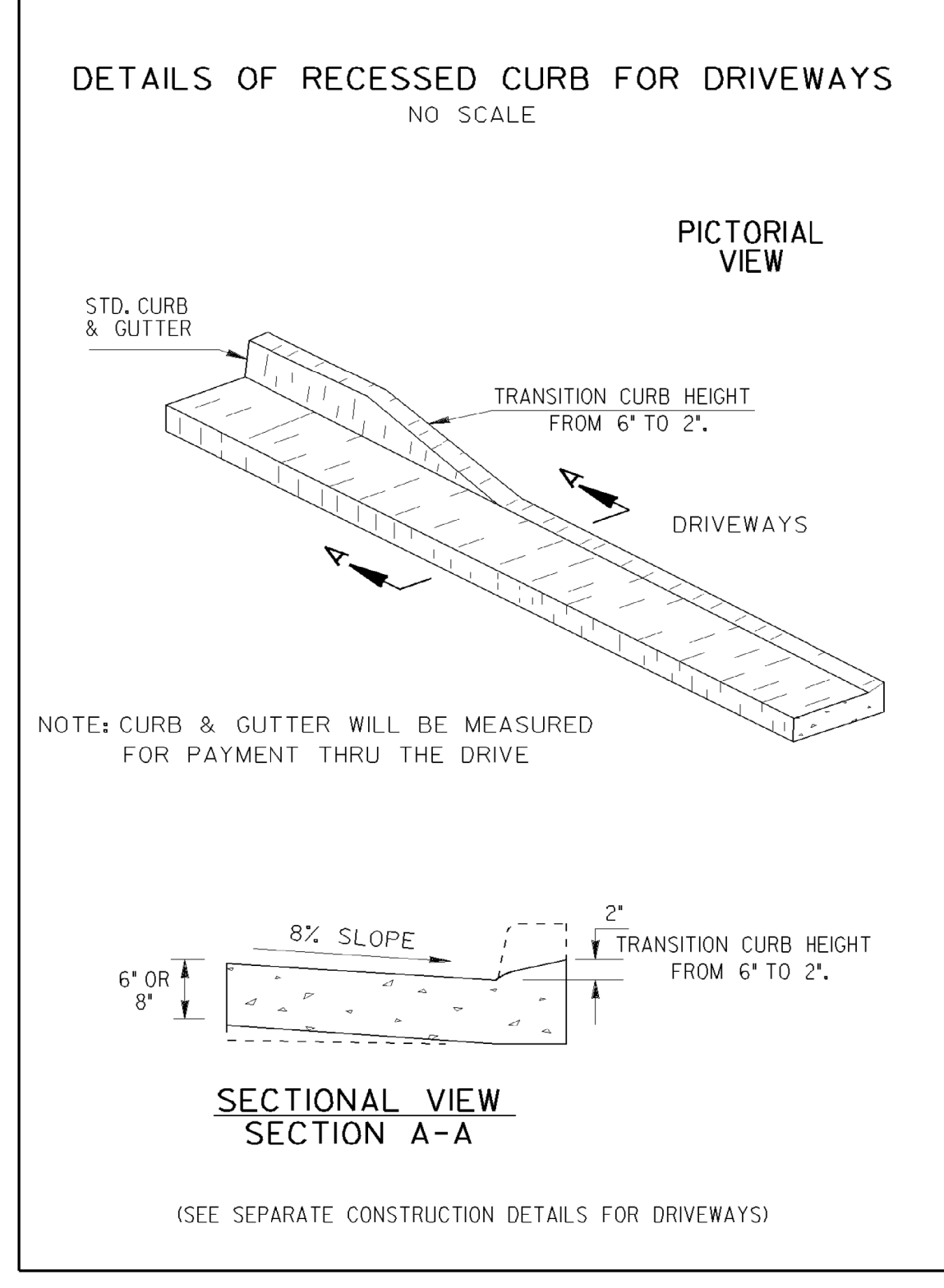
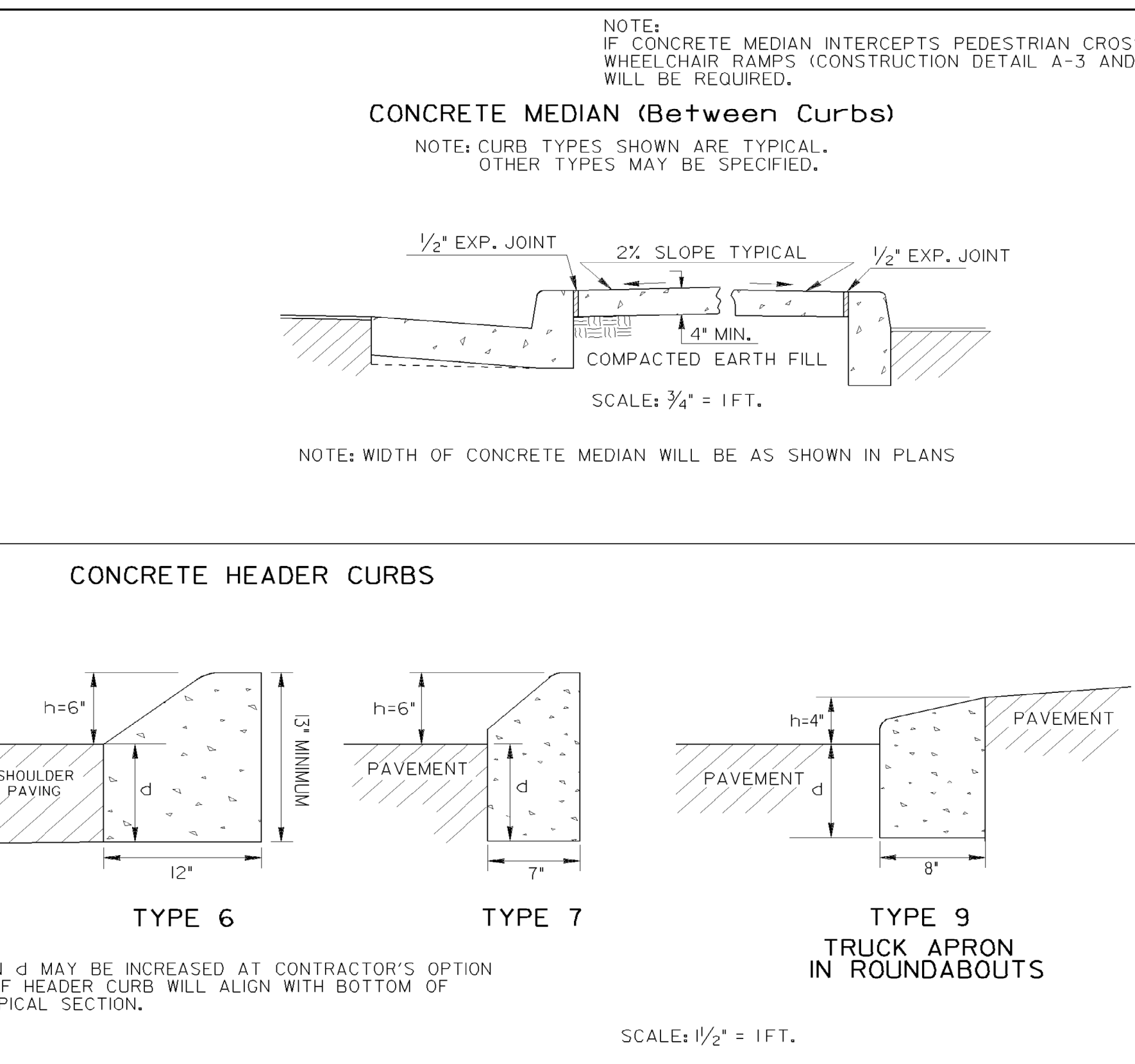
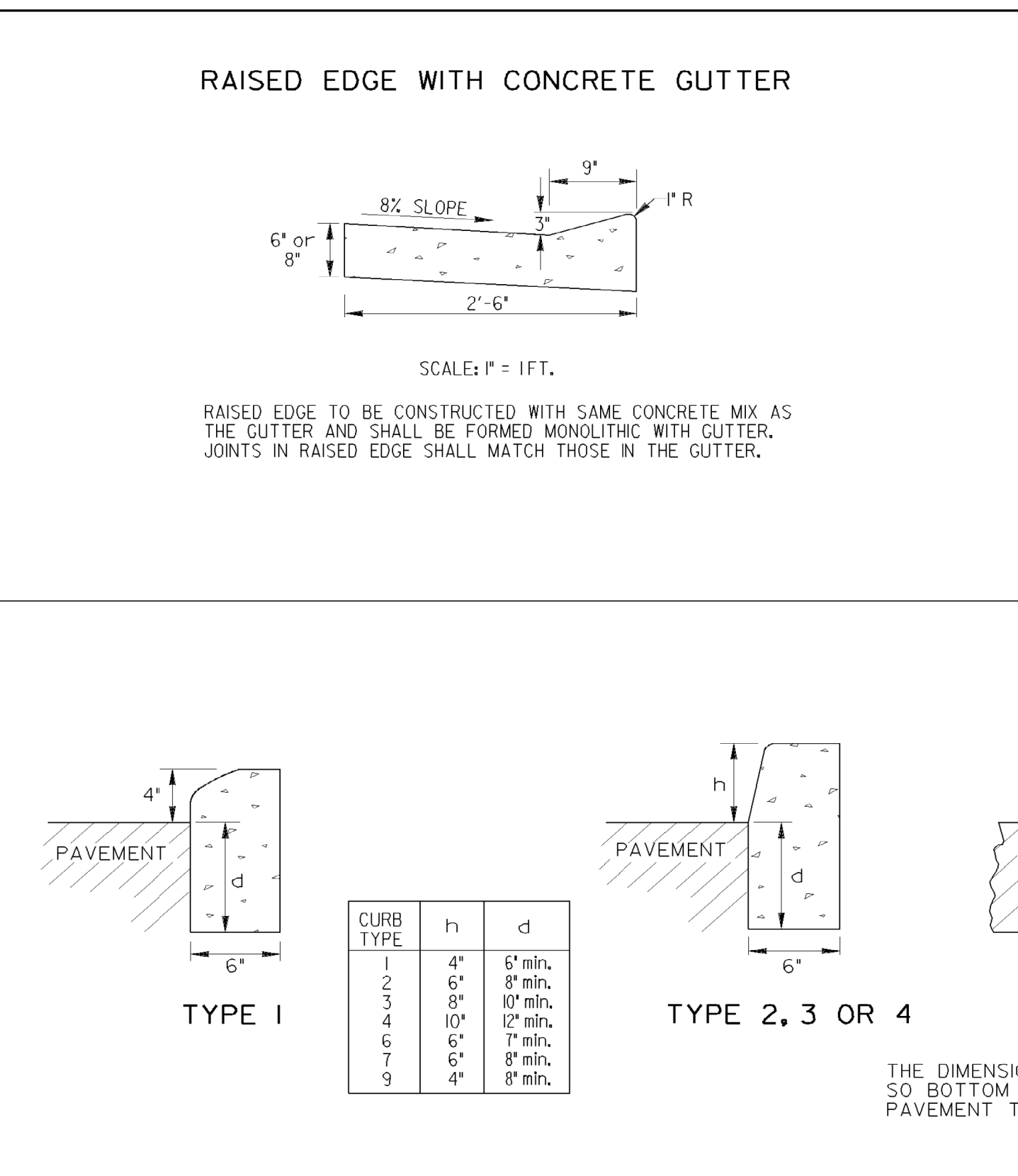
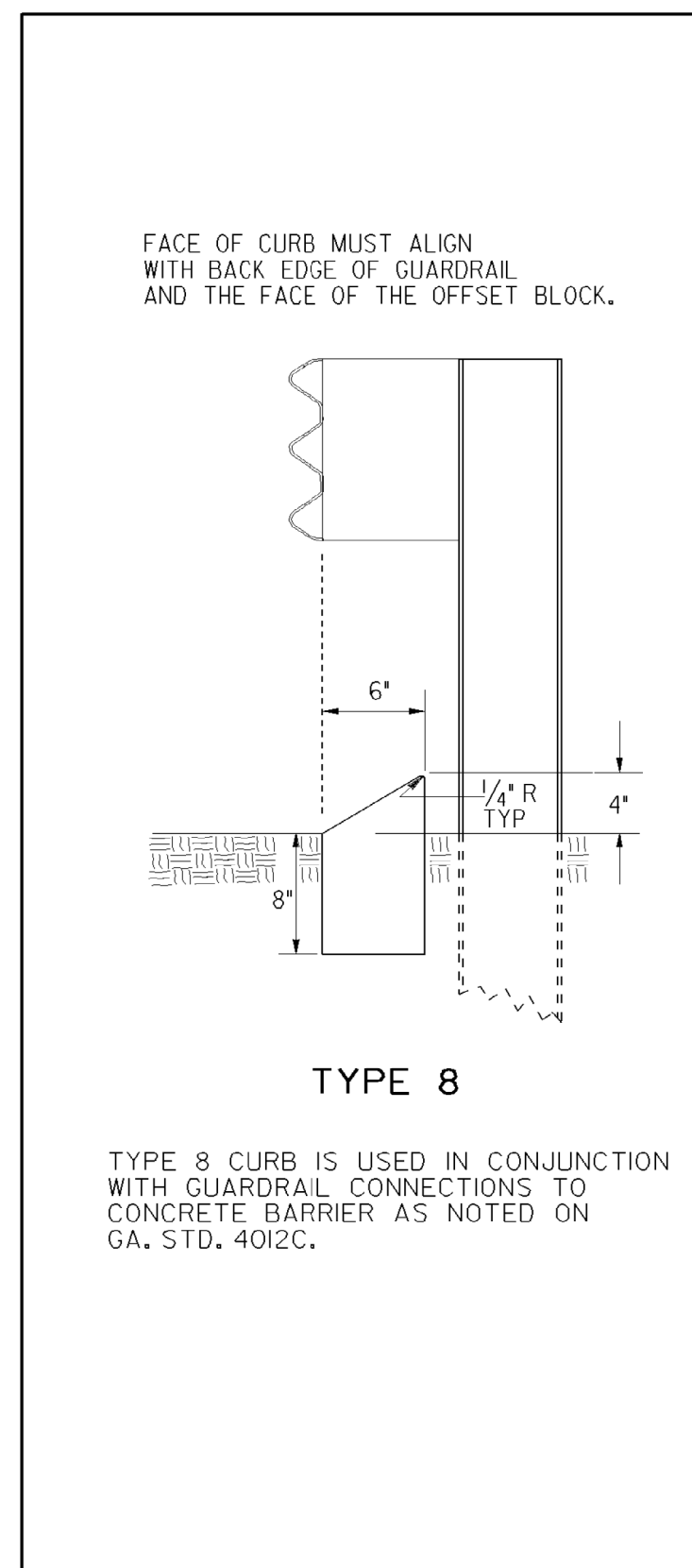
- IF THE DISTANCE BETWEEN THE TRACKS AND THE PARALLEL HIGHWAY, FROM THE EDGE OF THE TRACKS TO THE EDGE OF THE PARALLEL ROADWAY, IS 100 FEET OR MORE, A W10-1 SIGN SHOULD BE INSTALLED IN ADVANCE OF THE GRADE CROSSING, AND THE W10-2, W10-3, OR W10-4 SIGNS SHOULD NOT BE USED ON THE PARALLEL HIGHWAY.
- WHEN THE INTERSECTION ROADWAY IS CONTROLLED BY A STOP OR YIELD SIGN AT THE INTERSECTION APPROACH TO THE CROSSING, THEN PAVEMENT MARKINGS SHOULD BE PLACED BETWEEN THE PARALLEL ROADWAY AND THE TRACKS WHERE THERE IS OVER 100 FT BETWEEN THE EDGE OF THE TRACKS AND THE EDGE OF PARALLEL ROADWAY.
- IDENTICAL MARKINGS SHALL BE PLACED IN EACH APPROACH LANE ON ALL PAVED APPROACHES TO GRADE CROSSINGS WHERE SIGNALS OR AUTOMATIC GATES ARE LOCATED, AND AT ALL OTHER CROSSINGS WHERE THE POSTED OR STATUTORY HIGHWAY SPEED IS 40 MPH OR GREATER.

REV. NOTE 2 & 3 (CONC. NOTE 2-2-17 FM SEE 9024A TO SEE MUTCD)		2-2-17	2-RB-4
REVISED ADVANCE PLACEMENT CHART TO MUTCD 2009 ED.			
CORRECTED SPL. CONDITIONS			
R.A. STANDARD MARKINGS RELOCATED			
CONC. NOTES		10-5-96	
R.R. MARKINGS RELOCATED		12-29-93	
ADD. SPEC. COND.		F-9-92	
UPDATE TO MULT. CD.		2-1-89	
ADD W 10 - 1300 SIGNS		9-10-86	
REVISION		DATE	
NO SCALE		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
DES. (SUBMITTED)		STANDARD RAILROAD GRADE CROSSINGS SIGNING & MARKING AT CROSSINGS WITH RR SIGNALS AND/OR GATES	
REV. R.M.U. (APPROVED)		SEPT., 1982 NUMBER 9024A	
TRA. G.M.E. (APPROVED)		STATE DESIGN POLICY ENGINEER	
CHK. R.K.C.		CHIEF ENGINEER	



CITY OF DALTON PUBLIC WORKS DEPARTMENT	
OFFICE: GEORGIA STANDARDS	
GUARDRAIL IMPROVEMENTS	
DRAWING No. 41-0010	

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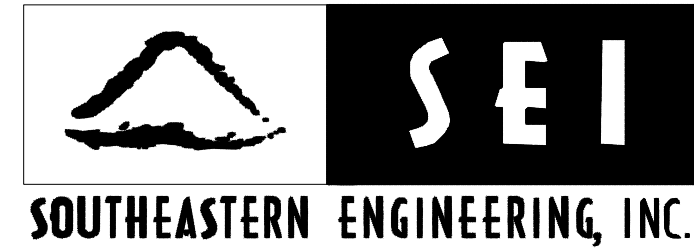
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

STANDARD
CONCRETE CURB & GUTTER
CONCRETE CURBS, CONCRETE MEDIANS

SCALE: AS SHOWN REVISED AND REDRAWN OCT. 2011

DES. (SUBMITTED)	NUMBER
DRW. (APPROVED)	9032B
TRA. (APPROVED)	
CHK. (APPROVED)	

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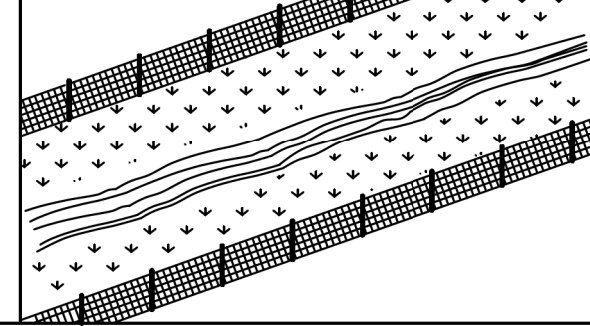

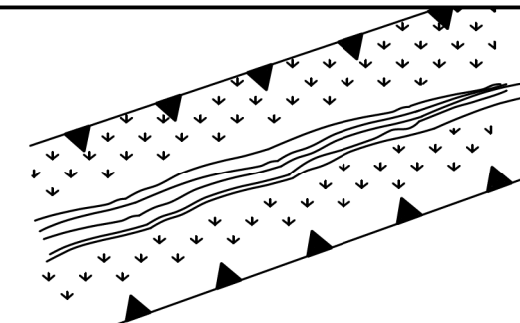

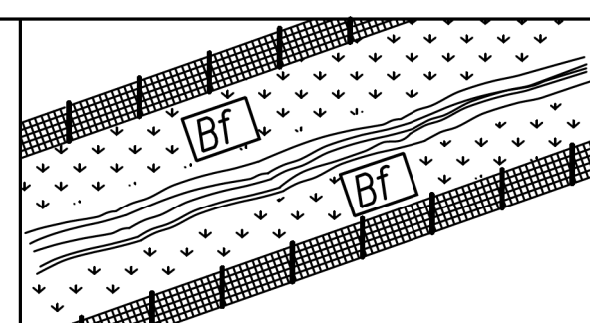

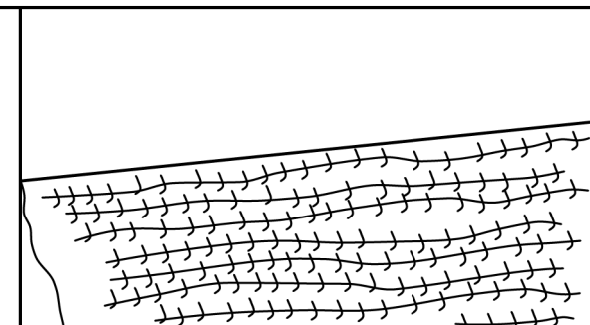
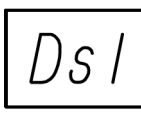
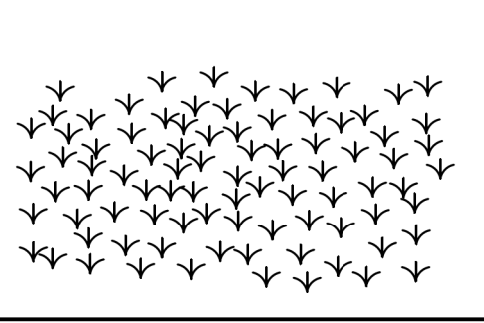
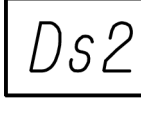
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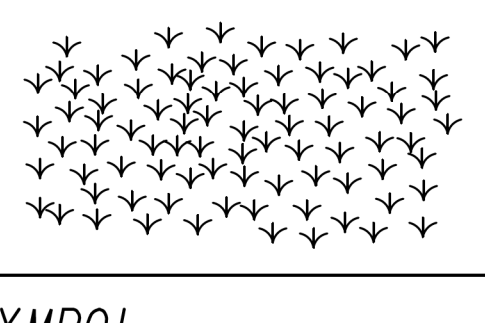
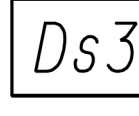
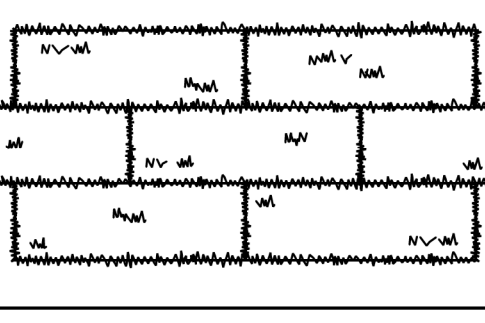
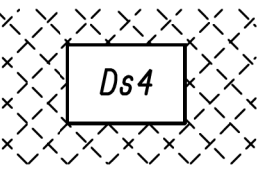
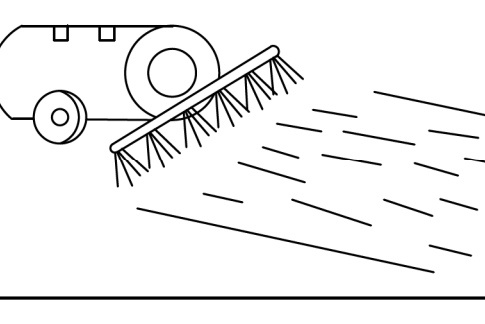

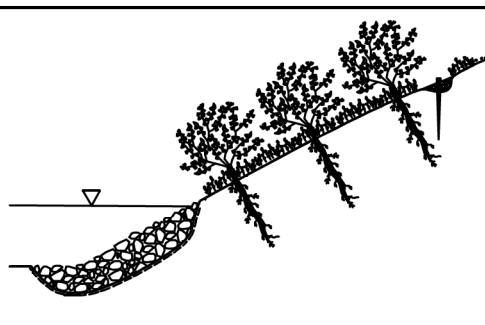

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
GEORGIA STANDARDS

GUARDRAIL IMPROVEMENTS

DRAWING No. 41-0011

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
	ORANGE BARRIER FENCE		ORANGE BARRIER FENCE DELINEATES ENVIRONMENTALLY SENSITIVE AREAS WHERE THE CONTRACTOR SHALL NOT CLEAR, GRUB, OR PLACE CONSTRUCTION MATERIALS OR EQUIPMENT WITHIN THIS AREA.
		LINE CODE 	
ESA	ENVIRONMENTALLY SENSITIVE AREA		AN ENVIRONMENTALLY SENSITIVE AREA (ESA) CONTAINS RESOURCES THAT ARE ENVIRONMENTALLY, CULTURALLY, OR HISTORICALLY SENSITIVE. ESAs INCLUDE, BUT ARE NOT LIMITED TO: STATE WATER BUFFERS, HISTORIC SITES, ARCHAEOLOGICAL SITES, AND PROTECTED ANIMAL AND PLANT SPECIES HABITATS. IF WORK IS AUTHORIZED IN THIS AREA, THE WORK MUST BE PERFORMED IN ACCORDANCE WITH SECTION 107 AND ANY OTHER APPLICABLE SPECIAL PROVISIONS AND APPLICABLE PLAN NOTES.
		LINE CODE 	ESA-25' (OR 50') STREAM BUFFER, ETC.
Bf	BUFFER ZONE		A STRIP OF UNDISTURBED ORIGINAL VEGETATION, ENHANCED OR RESTORED EXISTING VEGETATION, OR THE RE-ESTABLISHMENT OF VEGETATION SURROUNDING AN AREA OF DISTURBANCE OR BORDERING STREAMS, PONDS, WETLANDS, LAKES, AND COASTAL WATERS. WHEN NECESSARY, BUFFER ZONES ARE TO BE PROTECTED BY ORANGE BARRIER FENCE.
		SYMBOL 	
Ds1	MULCH SECTION 163		THIS IS AN APPLICATION OF STRAW MULCH USED TO REDUCE SOIL EROSION AND STABILIZE THE SOIL. IT IS USED TO CONTROL EROSION IN AREAS WHERE PERMANENT VEGETATION IS OUT OF SEASON OR TO TEMPORARILY STABILIZE AREAS PRIOR TO FINAL GRADING. MULCHING REQUIREMENTS ARE ADDRESSED BY STANDARD SPECIFICATIONS AND/OR THE PROJECT ENGINEER. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
		SYMBOL 	
Ds2	TEMPORARY GRASSING SECTION 163,700		THE SOWING OF A QUICK GROWING SPECIES OF GRASS SUITABLE TO THE AREA AND SEASON. IT IS TYPICALLY USED TO CONTROL EROSION IN AREAS LONGER THAN MULCHING IS EXPECTED TO LAST. TEMPORARY GRASSING SHOULD BE USED ON ALL PROJECTS ACCORDING TO THE STANDARD SPECIFICATIONS. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
		SYMBOL 	

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ds3	PERMANENT GRASSING SECTION 700		THE SOWING OF PERMANENT VEGETATION, SUCH AS GRASS, SUITABLE TO THE AREA AND SEASON. PERMANENT VEGETATION SHALL BE USED ON ALL PROJECTS ACCORDING TO THE STANDARD SPECIFICATION. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
		SYMBOL 	
Ds4	SODDING CONSTRUCTION DETAIL D-54 SECTION 700, 890		THE INSTALLATION OF A SPECIES OF GRASS SODDING SUITABLE TO THE AREA AND SEASON TO PROVIDE IMMEDIATE PERMANENT VEGETATION. SODDING MAY BE SHOWN FOR HIGHLY SENSITIVE AREAS, TO IMPROVE AESTHETICS, OR FOR SPECIAL PLANTING REQUIREMENTS ON THE BASIS OF ENVIRONMENTAL COMMITMENTS OR LANDSCAPING REQUIREMENTS. THE BMP PATTERN FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
		PATTERN 	
F1-Co	FLOCCULANTS COAGULANTS SECTION 163,700, 895		FLOCCULANTS AND COAGULANTS ARE USED TO SETTLE SUSPENDED SEDIMENT, HEAVY METALS, AND HYDROCARBONS (TSS) IN SLOW MOVING RUNOFF FROM CONSTRUCTION SITES FOR WATER CLARIFICATION. ANIONIC POLYACRYLAMIDES (PAM) MAY BE USED IN CONJUNCTION WITH BMPs WITHIN CHANNELS UPSTREAM OF A POST-CONSTRUCTION POND, TEMPORARY SEDIMENT BASIN, OR TEMPORARY SEDIMENT TRAP. FLOCCULANTS SHALL NOT BE USED DOWNSTREAM OF AFOREMENTIONED BMPs! FLOCCULANTS/COAGULANTS ARE TO BE SHOWN ON PLANS WITH APPLICABLE BMP IF NEEDED. PAYMENT FOR PAM AS A FLOCCULANT WILL BE INCLUDED IN THE PRICE FOR THE INSTALLATION AND/OR MAINTENANCE OF THE BMP IT IS USED IN CONJUNCTION WITH. NO SEPARATE PAYMENT WILL BE MADE.
		SYMBOL 	POLYACRYLAMIDE
Sb	STREAMBANK STABILIZATION SECTION 702		STREAMBANK STABILIZATION IS THE USE OF READILY AVAILABLE NATIVE PLANT MATERIALS TO MAINTAIN AND ENHANCE STREAMBANKS, OR TO PREVENT, OR RESTORE AND REPAIR SMALL STREAMBANK EROSION PROBLEMS. STREAMBANK STABILIZATION AREAS SHOULD BE SHOWN ON THE PLANS WHEN APPLICABLE TO THE PROJECT. REFER TO THE PROJECT'S STREAM AND STREAM BUFFER MITIGATION PLANS FOR PLANT SPECIES, LOCATIONS, AND OTHER PLANTING DETAILS.
		PATTERN 	

NOTE:

- DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
- FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S, "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA".



NO SCALE

REVISION DATES		EROSION CONTROL LEGEND	
3/2/2017		UNIFORM CODE SHEET	
		SHEET 1 OF 7	
CHECKED:	D. EAGLETON	DATE:	01/01/16
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
		DRAWING No. 52-0001	

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ss	SLOPE STABILIZATION CONSTRUCTION DETAIL D-35 SECTION 716		SLOPE STABILIZATION (EROSION CONTROL MATTING) IS A PROTECTIVE COVERING USED TO PREVENT EROSION AND ESTABLISH TEMPORARY OR PERMANENT VEGETATION ON STEEP SLOPES, SHORE LINES, OR CHANNELS. SLOPE STABILIZATION MAY BE A ROLLED EROSION CONTROL PRODUCT (RECP) OR A HYDRAULIC EROSION CONTROL PRODUCT (HECP). SLOPE STABILIZATION SHALL BE USED ON ALL CUT OR FILL SLOPES OF 2.5:1 OR STEEPER AND WITHIN 50 FEET OF ALL CROSS DRAINS AND CULVERTS. NOTE: ONLY COCONUT FIBER BLANKET OR WOOD FIBER BLANKET SHALL BE USED AS SLOPE STABILIZATION WITHIN BUFFERED AREAS.
		PATTERN 	
Tac	TACKIFIERS SECTION 163, 700, 895		TACKIFIERS HYDRATE IN WATER AND READILY BLEND WITH OTHER SLURRY MATERIALS AND ARE USED TO TIE-DOWN FOR SOIL, COMPOST, SEED, STRAW, HAY OR MULCH. TACKIFIERS REQUIREMENTS, SUCH AS ANIONIC POLYACRYLAMIDES (PAM) ARE ADDRESSED BY STANDARD SPECIFICATIONS AND ARE NOT TYPICALLY SHOWN ON THE PLANS. PAM IS TYPICALLY USED BY THE CONTRACTOR FOR TEMPORARY OR PERMANENT GRASSING. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR CRITERIA.
		SYMBOL 	
Cd-F	FABRIC CHECK DAM CONSTRUCTION DETAIL D-24D SECTION 171		A CHECK DAM COMPOSED OF SYNTHETIC FIBER FABRIC, WIRE REINFORCED, POST, OVERFLOW WEIR, AND TURF REINFORCEMENT MATTING (TRM) SPLASHPAD PLACED IN DITCHES IN A SPECIAL CONFIGURATION WHICH CONTROLS ENERGY DISSIPATION AND FILTRATION OF STORM WATER. SEE CONSTRUCTION DETAIL D-24D FOR ADDITIONAL INFORMATION AND SPACING REQUIREMENTS. THIS ITEM IS SUITABLE FOR USE IN ROADSIDE DITCHES THAT ARE PART OF INFRASTRUCTURE CONSTRUCTION PROJECTS AND WITHIN THE CLEAR ZONE. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS OR WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL BE USED AT THE DOWNSTREAM DISCHARGE POINT.
		SYMBOL 	
Cd-Fs	COMPOST FILTER SOCK CHECK DAM CONSTRUCTION DETAIL D-52 SECTION 163		A COMPOST FILTER SOCK CHECK DAM IS COMPOSED OF A PHOTODEGRADABLE OR BIODEGRADABLE KNITTED MESH MATERIAL CONTAINING A WEED FREE FILLER MATERIAL DERIVED FROM A WELL-DECOMPOSED SOURCE OF ORGANIC MATTER. THEY SHALL BE PROPERLY STAKED FOR DITCH APPLICATIONS. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR MATERIAL SPECIFICATIONS. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS OR WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL BE USED AT THE DOWNSTREAM DISCHARGE POINT.
		SYMBOL 	
Cd-Hb	BALED STRAW CHECK DAM CONSTRUCTION DETAIL D-52 SECTION 163		A BALE STRAW CHECK DAM IS COMPOSED OF BALES PREFERABLY BOUND WITH WIRE OR NYLON INSTEAD OF TWINE. BALES SHOULD BE PLACED IN ROWS WITH BALE ENDS TIGHTLY ABUTTING ADJACENT BALES. THE DOWNSTREAM ROW OF BALES SHALL BE PLACED IN A TRENCH TO ALLOW THE TOP OF THE BALE'S LONG, WIDE SIDE TO BE LEVEL WITH THE GROUND AS A NON-ERODIBLE SPLASH PAD. PROPER STAKING IS ALSO REQUIRED FOR DITCH APPLICATIONS. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS OR WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL BE USED AT THE DOWNSTREAM DISCHARGE POINT.
		SYMBOL 	

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Cd-S	STONE CHECK DAM OR SANDBAG CHECK DAM CONSTRUCTION DETAIL D-56 SECTION 163, 603		STONE CHECK DAMS ARE CONSTRUCTED OF TYPE-3 RIP-RAP WITH GEOTEXTILE UNDERLINER. STONE CHECK DAMS ARE PREFERRED IN ROADWAY DITCHES OUTSIDE THE CLEAR ZONE. CONSIDERATION SHOULD BE GIVEN TO USING OTHER APPROPRIATE CHECK DAMS AND/OR BMPs WITHIN THE CLEAR ZONE. SANDBAG CHECK DAMS ARE RECOMMENDED IN CONCRETE LINED CHANNELS FOR TEMPORARY VELOCITY CONTROL ONLY. ENSURE DISCHARGE POINT IS PROPERLY STABILIZED AND INCLUDE APPROPRIATE BMPs FOR SEDIMENT STORAGE UPSTREAM AND/OR DOWNSTREAM OF CONCRETE LINED CHANNELS. IF THIS ITEM IS USED IN AN AREA WITH FLOWS GREATER THAN 2.0-CFS OR WITHOUT A SEDIMENT BASIN, A MINIMUM OF ONE ROCK FILTER DAM SHALL BE USED AT THE DOWNSTREAM DISCHARGE POINT.
		SYMBOL 	
Ch-1	VEGETATED CHANNEL STABILIZATION SECTION 700		A NEW OR EXISTING CHANNEL MAY BE LINED WITH PERMANENT VEGETATION ONLY FOR VELOCITIES UP TO 5.0 fps. THIS MEASURE SHALL BE DESIGNED IN ACCORDANCE WITH THE GDOT CHANNEL LINING DESIGN PROGRAM. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED. TYPICALLY NOT SHOWN IN PLANS.
		LINE CODE 	
Ch-2R1	CHANNEL STABILIZATION RIP-RAP, TYPE 1 CONSTRUCTION DETAIL D-49 SECTION 603		THIS ITEM CONSISTS OF LINING A CHANNEL WITH TYPE 1 RIP-RAP 24" THICK (UNLESS SPECIFIED OTHERWISE) PLACED ON TOP OF A GEOTEXTILE UNDERLINER. THE RIP-RAP SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED. "Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
		LINE CODE 	
Ch-2R3	CHANNEL STABILIZATION RIP-RAP, TYPE 3 CONSTRUCTION DETAIL D-49 SECTION 603		THIS ITEM CONSISTS OF LINING A CHANNEL WITH TYPE 3 RIP-RAP 24" THICK (UNLESS SPECIFIED OTHERWISE) PLACED ON TOP OF A GEOTEXTILE UNDERLINER. THE RIP-RAP SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED. "Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
		LINE CODE 	

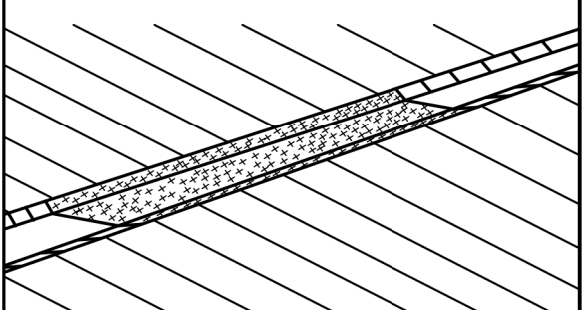
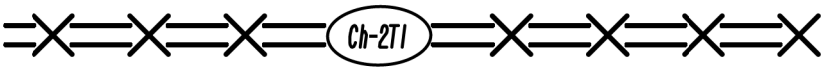
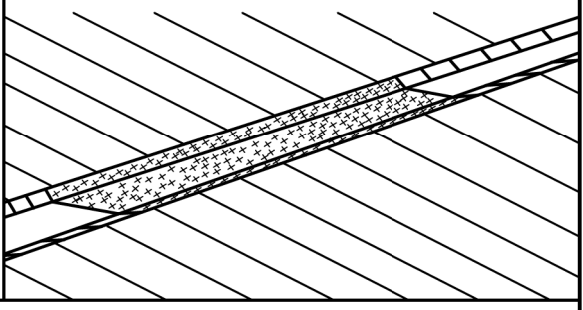
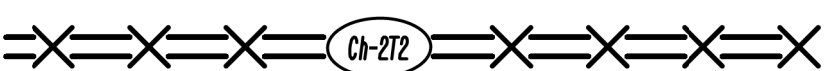
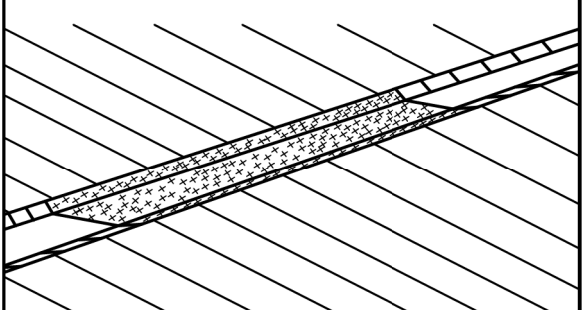
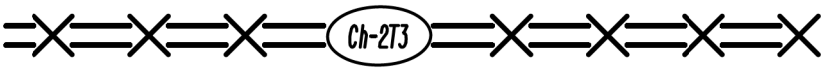
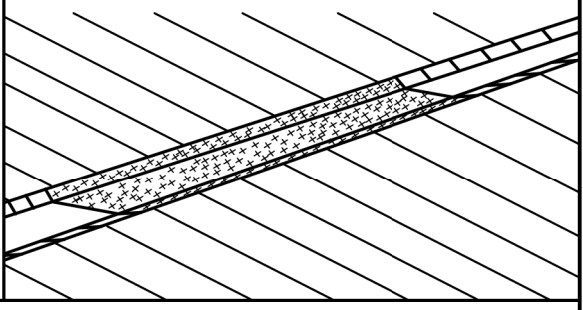
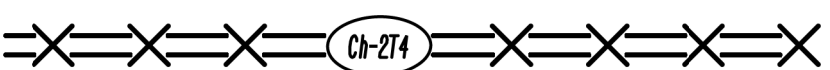
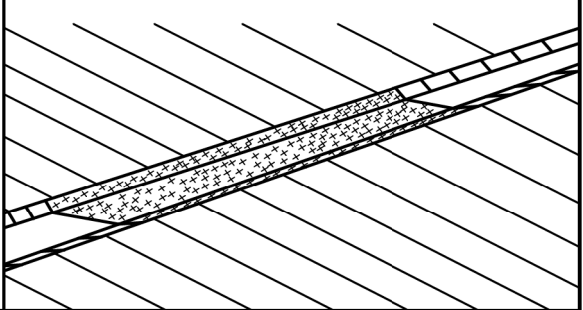
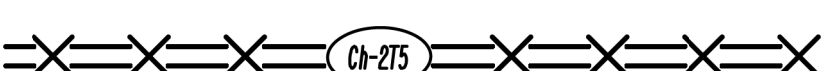
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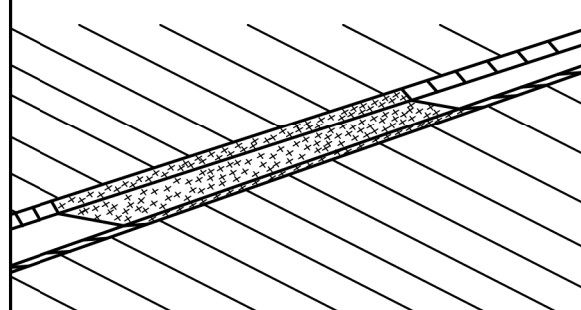
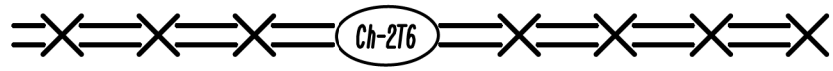
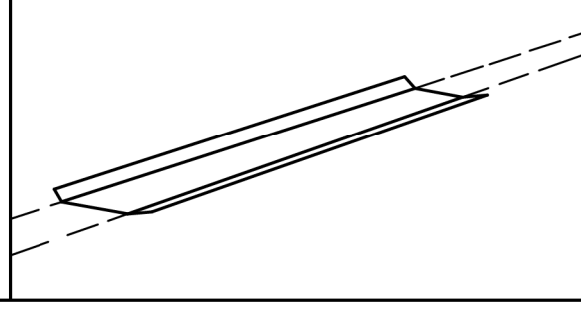

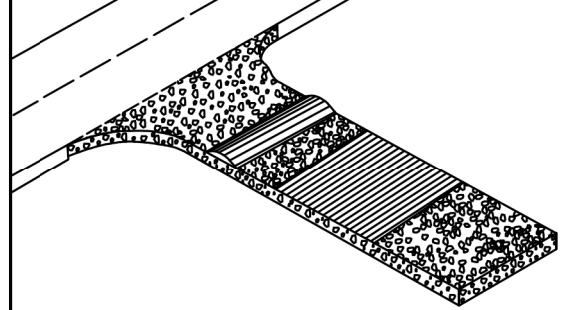
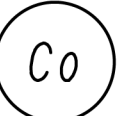
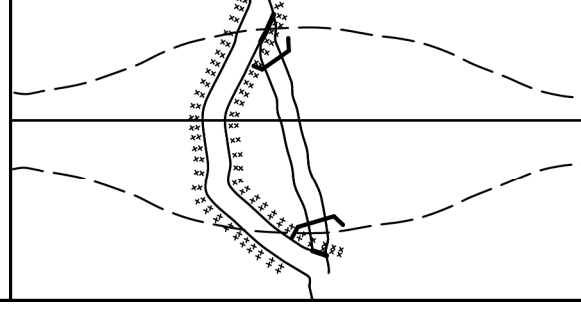

- DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
- FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S, "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA".



NO SCALE

REVISION DATES		EROSION CONTROL LEGEND	
3/2/2017		UNIFORM CODE SHEET	
11/28/2018		SHEET 2 OF 7	
CHECKED:	D. EAGLETON	DATE:	01/01/16
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
		DRAWING No.	
		52-0002	

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ch-2T1	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE LONG-TERM PROTECTION FOR SHEAR STRESSES 0-2 psf. THE TRM SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	LINE CODE		
Ch-2T2	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE LONG-TERM PROTECTION FOR SHEAR STRESSES 0-4 psf. THE TRM SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	LINE CODE		
Ch-2T3	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE LONG-TERM PROTECTION FOR SHEAR STRESSES 0-6 psf. THE TRM SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	LINE CODE		
Ch-2T4	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE LONG-TERM PROTECTION FOR SHEAR STRESSES 0-8 psf. THE TRM SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	LINE CODE		
Ch-2T5	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE LONG-TERM PROTECTION FOR SHEAR STRESSES 0-10 psf. THE TRM SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	LINE CODE		

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ch-2T6	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE LONG-TERM PROTECTION FOR SHEAR STRESSES 0-12 psf. THE TRM SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
	LINE CODE		
Ch-3	CONCRETE CHANNEL STABILIZATION CONSTRUCTION DETAIL D-10, D-49 SECTION 441		CHANNELS ARE LINED WITH CONCRETE FOR VELOCITIES >/= 10 fps. THIS ITEM CONSISTS OF CONSTRUCTING A 4" THICK CONCRETE CHANNEL. THE CONCRETE SHALL PROTECT THE CHANNEL FLOWING TO A DEPTH "Dp" RECOMMENDED BY THE GDOT CHANNEL LINING PROGRAM. *Dp* SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN. RIP-RAP SHOULD BE USED TO DISSIPATE ENERGY DOWNSTREAM OF CONCRETE LINED CHANNELS.
	LINE CODE		
Co	CONSTRUCTION EXIT CONSTRUCTION DETAIL D-41 SECTION 163, 800		A CONSTRUCTION EXIT IS A STONE STABILIZED PAD THAT REDUCES OR ELIMINATES THE TRANSPORT OF MUD FROM CONSTRUCTION AREAS ONTO PUBLIC ROADS BY EQUIPMENT OR RUNOFF. BEST USED AT ACCESS POINTS, I.E. NEW LOCATION PROJECTS, BORROW PITS, WASTE PITS, ACCESS ROADS, ETC. SHOULD BE MINIMUM 20' WIDE, 50' LONG, 6" THICK, AND REQUIRES A GEOTEXTILE UNDERLINER. ON SITES WHERE THE GRADE TOWARD A PAVED AREA IS GREATER THAN 2%, A FULL WIDTH DIVERSION RIDGE 6" TO 8" HIGH WITH 3:1 SLOPES SHALL BE CONSTRUCTED APPROXIMATELY 15' UPSTREAM OF PAVED AREA. A TIRE WASHING AREA TO REMOVE MUD MAY ALSO BE REQUIRED PRIOR TO ENTRANCE ONTO PUBLIC ROADWAYS. ALL CONSTRUCTION EXIT REQUIREMENTS ARE INCLUDED IN THE PRICE OF THE CONSTRUCTION EXIT.
	SYMBOL		
Dc-A	STREAM DIVERSION CHANNEL GEOTEXTILE, POLYETHYLENE FILM SECTION 163		A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT DRAINAGE STRUCTURE IS BEING CONSTRUCTED IN A NATURAL STREAM. THIS IS A MEASURE USED TO PROTECT STREAM BEDS FROM EROSION. LINE THE CHANNEL WITH GEOTEXTILE OR POLYETHYLENE FILM. INSTALL TWO ROWS OF Sd1-S PARALLEL TO THE CHANNEL TO PREVENT SEDIMENT LADEN RUNOFF FROM ENTERING THE STREAM. THE SIZE OF THE CHANNEL WILL DEPEND ON THE DISCHARGE, CHANNEL GEOMETRY, CHANNEL SLOPE AND ROUGHNESS. IT IS ACCEPTABLE FOR VELOCITIES BETWEEN 0 - 2.5 fps. THE DRAINAGE AREA SHALL BE NOT GREATER THAN 1 SQUARE MILE. CONSTRUCTION OF THE DIVERSION CHANNEL IS INCLUDED IN THE COST OF THE STRUCTURE.
	LINE CODE		

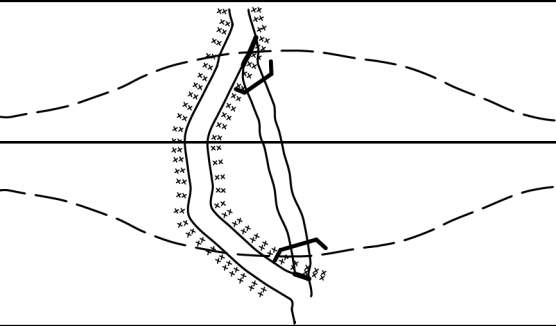
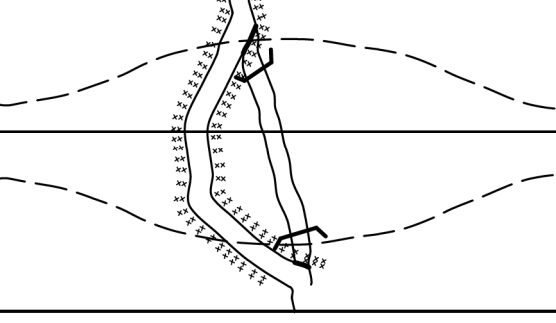
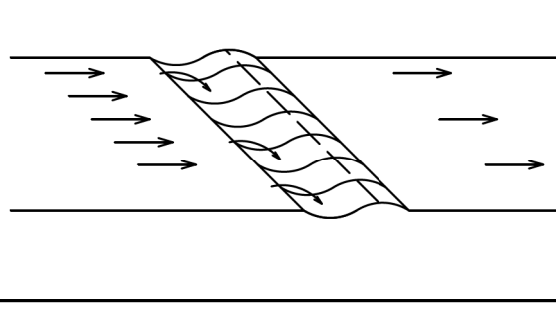
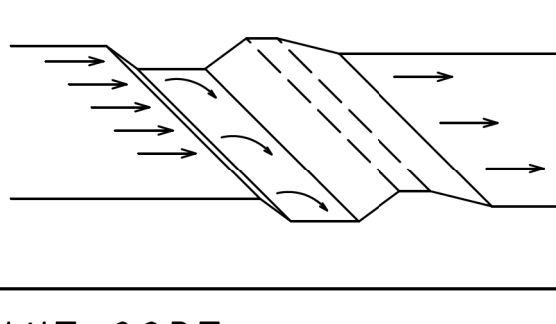
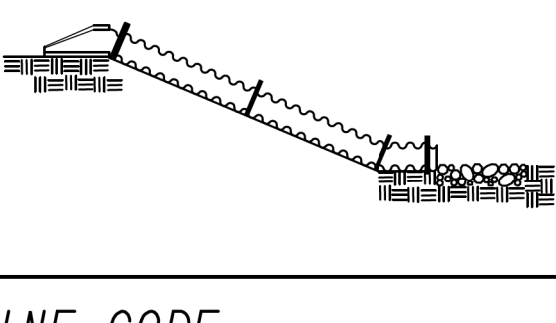
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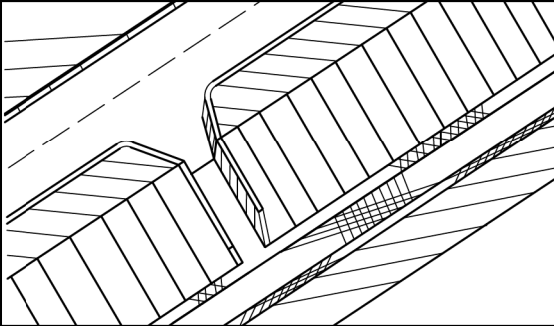
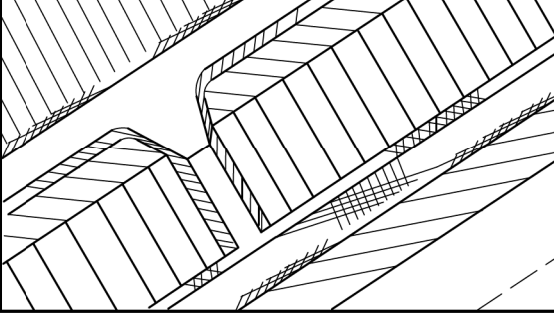
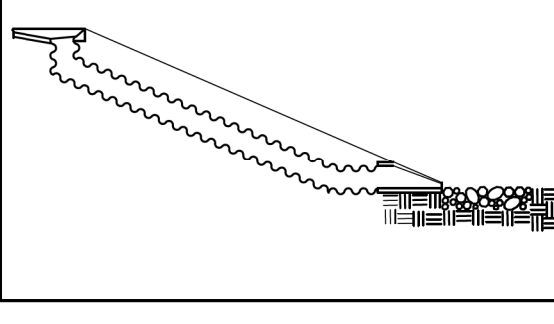
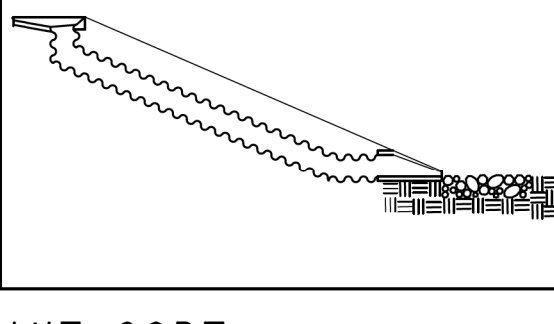
- DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
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NO SCALE

REVISION DATES		EROSION CONTROL LEGEND	
3/2/2017		UNIFORM CODE SHEET	
		SHEET 3 OF 7	
CHECKED:	D. EAGLETON	DATE:	01/01/16
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
		DRAWING No. 52-0003	

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Dc-B	STREAM DIVERSION CHANNEL GEOTEXTILE ONLY SECTION 163		A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT DRAINAGE STRUCTURE IS BEING CONSTRUCTED IN A NATURAL STREAM. THIS IS A MEASURE USED TO PROTECT STREAM BEDS FROM EROSION. LINE THE CHANNEL WITH GEOTEXTILE ONLY. INSTALL TWO ROWS OF Sd1-S PARALLEL TO THE CHANNEL TO PREVENT SEDIMENT LADEN RUNOFF FROM ENTERING THE STREAM. THE SIZE OF THE CHANNEL WILL DEPEND ON THE DISCHARGE, CHANNEL GEOMETRY, CHANNEL SLOPE AND ROUGHNESS. IT IS ACCEPTABLE FOR VELOCITIES BETWEEN 2.5 - 9.0 fps.
	LINE CODE		THE DRAINAGE AREA SHALL BE NOT GREATER THAN 1 SQUARE MILE. CONSTRUCTION OF THE DIVERSION CHANNEL IS INCLUDED IN THE COST OF THE STRUCTURE.
Dc-C	STREAM DIVERSION CHANNEL RIP-RAP & GEOTEXTILE SECTION 163		A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT DRAINAGE STRUCTURE IS BEING CONSTRUCTED IN A NATURAL STREAM. THIS IS A MEASURE USED TO PROTECT STREAM BEDS FROM EROSION. LINE THE CHANNEL WITH RIP-RAP AND GEOTEXTILE. INSTALL TWO ROWS OF Sd1-S PARALLEL TO THE CHANNEL TO PREVENT SEDIMENT LADEN RUNOFF FROM ENTERING THE STREAM. THE SIZE OF THE CHANNEL WILL DEPEND ON THE DISCHARGE, CHANNEL GEOMETRY, CHANNEL SLOPE AND ROUGHNESS. IT IS ACCEPTABLE FOR VELOCITIES BETWEEN 9.0 - 13.0 fps.
	LINE CODE		THE DRAINAGE AREA SHALL BE NOT GREATER THAN 1 SQUARE MILE. CONSTRUCTION OF THE DIVERSION CHANNEL IS INCLUDED IN THE COST OF THE STRUCTURE.
DI-1	DIVERSION BERM CONSTRUCTION DETAIL D-47 SECTION 205		A NON-DESIGNED TEMPORARY EARTHEN BERM WITH A COMPACTED SUPPORTING RIDGE ON THE LOWER SIDE TO BE USED AT THE EDGE OF EMBANKMENT DURING THE GRADING OPERATION. THE BERMS ARE ALSO CONSTRUCTED ABOVE, ACROSS OR BELOW A SLOPE TO REDUCE THE LENGTH OF A SLOPE. THEY ARE USED TO INTERCEPT RUNOFF, PREVENTING SLOPE EROSION AND TO DIRECT THE RUNOFF TO A STABLE OUTLET, DOWN DRAINS 'Dn1' OR CATCHMENT AREAS AND ON ALL GRADING PROJECTS.
	LINE CODE		
DI-2	DIVERSION CHANNEL SECTION 205		A DESIGNED TEMPORARY OR PERMANENT CHANNEL WITH A COMPACTED SUPPORTING RIDGE ON THE LOWER SIDE TO DIVERT OFFSITE RUNOFF AWAY FROM DISTURBED AREAS WITHIN THE PROJECT AREA. CHANNEL FOR OFFSITE RUNOFF SHALL BE STABILIZED WITH APPROPRIATE CHANNEL STABILIZATION. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR DESIGN CRITERIA. A DIVERSION CHANNEL DETAIL MUST ALSO BE PROVIDED IN THE ESPCP.
	LINE CODE		RUNOFF FROM DISTURBED AREAS WITHIN THE PROJECT AREA SHALL NOT BE ALLOWED TO CONVERGE WITH OFFSITE RUNOFF WITHIN THIS DIVERSION.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE FLEXIBLE CONSTRUCTION DETAIL D-19 SECTION 163		A TEMPORARY PIPE SLOPE DRAIN IS A PLASTIC FLEXIBLE PIPE TO CARRY WATER FROM THE WORK AREA TO A LOWER ELEVATION. TEMPORARY SLOPE DRAINS SHOULD BE PLACED AT INTERVALS OF 350 FEET ON 0% - 2% GRADES, 200 FEET ON STEEPER GRADES AND MORE FREQUENTLY AS DICTATED BY FIELD CONDITIONS. THE TYPICAL PIPE SIZE IS A CORRUGATED 10". THE PIPE WILL BE ANCHORED WITH STAKES AT INTERVALS NOT TO EXCEED 10'.
	LINE CODE		THE OUTLET AREA SHALL BE STABILIZED FOR VELOCITY DISSIPATION AND EROSION CONTROL.

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Dn2-A	PERMANENT DOWNDRAIN STRUCTURE CONCRETE CONSTRUCTION DETAIL D-9 SECTION 441		A CONCRETE FLUME TYPE 'A' IS USED TO DIRECT SURFACE RUNOFF DOWN A ROADWAY SLOPE INTO ANOTHER FORM OF CONTROL. IT IS USED IN ALL DEPRESSED AREAS WHERE WATER WILL FLOW DOWN THE SLOPE. IT IS DESIGNED FOR A 25-YEAR STORM AND MUST HAVE SOME FORM OF OUTLET PROTECTION. ADDITIONAL LABELING IS NOT REQUIRED IF SHOWN AS A PERMANENT DRAINAGE STRUCTURE ON THE CONSTRUCTION PLANS. INLETS SHALL BE SPACED ACCORDING TO GDOT GUIDELINES (REGARDING GUTTER SPREAD AND OTHER CRITERIA).
	LINE CODE		
Dn2-B	PERMANENT DOWNDRAIN STRUCTURE CONCRETE CONSTRUCTION DETAIL D-9 SECTION 441		A CONCRETE FLUME TYPE 'B' IS USED TO DIRECT SURFACE DITCH RUNOFF DOWN A BACK SLOPE INTO ANOTHER FORM OF CONTROL. IT IS USED IN DEPRESSED AREAS WHERE CONCENTRATED OFFSITE WATER REACHES THE CUT SLOPE. IT IS DESIGNED TO SAFELY CONVEY WATER DOWN THE CUT SLOPE. IT IS DESIGNED FOR A 25-YEAR STORM AND MUST HAVE SOME FORM OF OUTLET PROTECTION. ADDITIONAL LABELING IS NOT REQUIRED IF SHOWN AS A PERMANENT DRAINAGE STRUCTURE ON THE CONSTRUCTION PLANS. INLETS SHALL BE SPACED ACCORDING TO GDOT GUIDELINES (REGARDING GUTTER SPREAD AND OR OTHER CRITERIA).
	LINE CODE		
Dn2-1	PERMANENT DOWNDRAIN STRUCTURE GA. STD 9013 TP1, 9017J TP1, DETAIL D-26 TP1 SECTION 576, 577		CONCRETE DRAIN INLET WITH METAL PIPE IS USED TO DRAIN CURBS, ON A GRADE, DOWN TO A LOWER ELEVATION. THIS IS A PERMANENT STRUCTURE, REQUIRING OUTLET PROTECTION, TEMPORARY AND PERMANENT. INLETS SHALL BE SPACED ACCORDING TO GDOT GUIDELINES (REGARDING GUTTER SPREAD AND OR OTHER CRITERIA).
	LINE CODE		
Dn2-2	PERMANENT DOWNDRAIN STRUCTURE GA. STD 9013 TP2, 9017J TP2, DETAIL D-26 TP2 SECTION 576, 577		CONCRETE DRAIN INLET AND METAL PIPE IS USED TO DRAIN CURB, IN A SAG, DOWN TO A LOWER ELEVATION. THIS IS A PERMANENT STRUCTURE, REQUIRING OUTLET PROTECTION, TEMPORARY AND PERMANENT. INLETS SHALL BE SPACED ACCORDING TO GDOT GUIDELINES (REGARDING GUTTER SPREAD AND OR OTHER CRITERIA).
	LINE CODE		

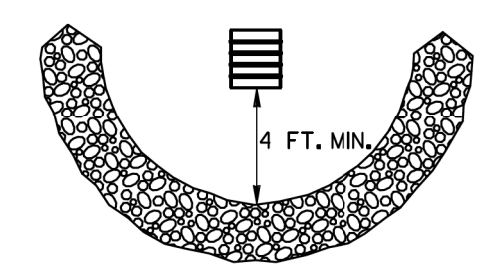

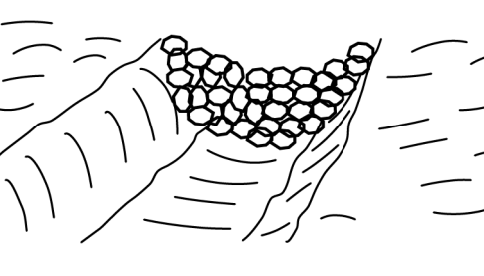
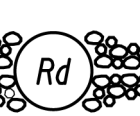
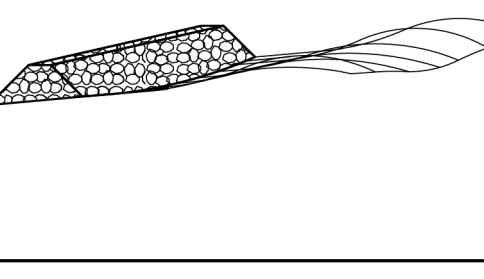

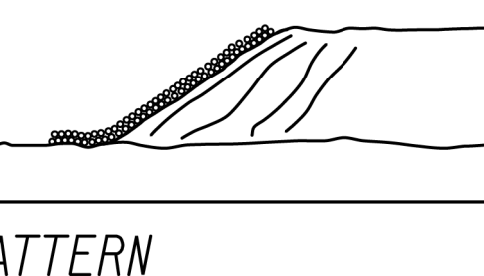

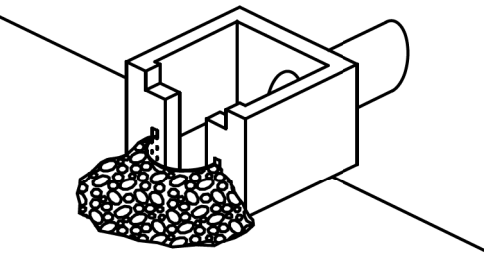

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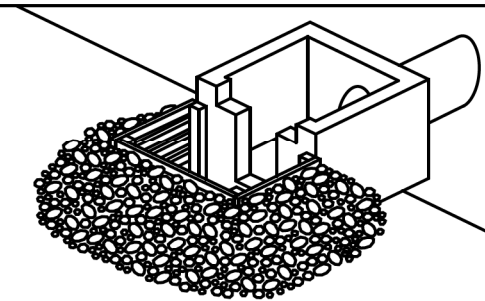

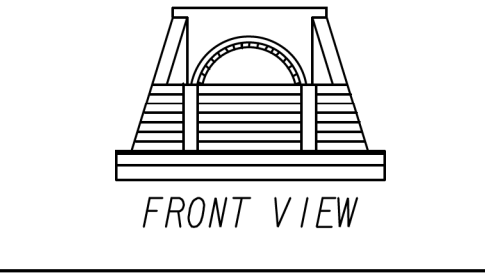
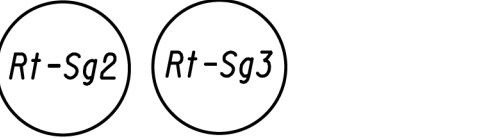
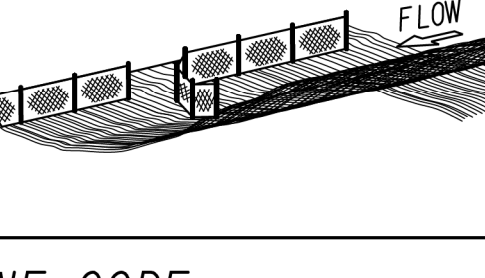
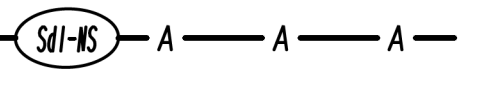
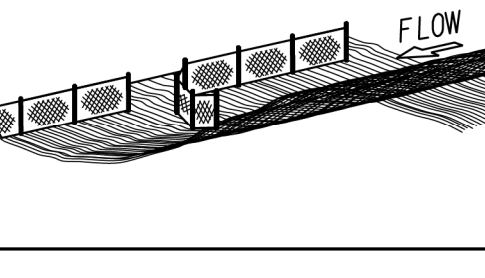
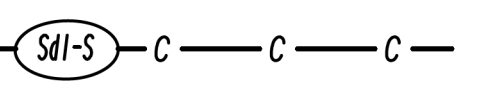
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NO SCALE


REVISION DATES		EROSION CONTROL LEGEND	
3/2/2017		UNIFORM CODE SHEET	
		SHEET 4 OF 7	
CHECKED:	D. EAGLETON	DATE:	01/01/16
BACKCHECKED:		DATE:	
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VERIFIED:		DATE:	
		DRAWING No.	
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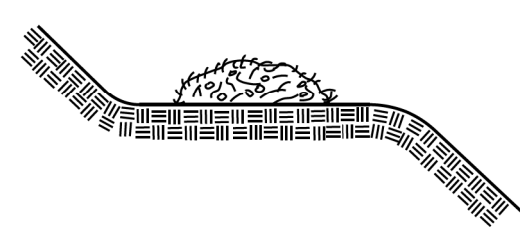
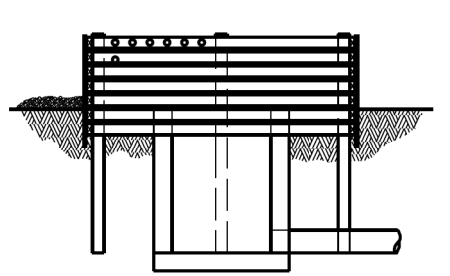
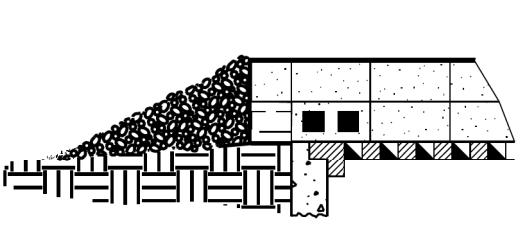
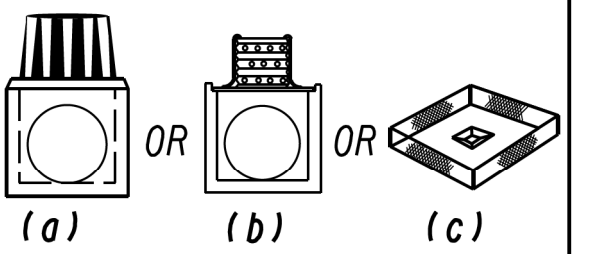
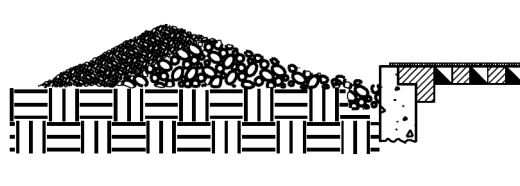
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Fr	FILTER RING CONSTRUCTION DETAIL D-46 SECTION 163		A TEMPORARY STONE BARRIER CONSTRUCTED AT DRAINAGE STRUCTURE INLETS AND POST-CONSTRUCTION POND OUTLETS. IT REDUCES RUNOFF VELOCITY AND HELPS PREVENT SEDIMENT FROM LEAVING SITE PRIOR TO PERMANENT STABILIZATION OF THE DISTURBED AREA. REFER TO THE LATEST EDITION OF THE 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA' FOR ADDITIONAL INFORMATION ON USAGE.
	SYMBOL 		
Rd	ROCK FILTER DAM CONSTRUCTION DETAIL D-43 SECTION 163, 603		ROCK FILTER DAMS ARE CONSTRUCTED OF TYPE 3 STONE RIP-RAP FACED WITH *57 STONE ON THE UPSTREAM SIDE. THEY ARE PLACED ACROSS DRAINAGEWAYS WHICH DRAIN 50 ACRES OR LESS. GEOTEXTILE UNDERLINER SHALL BE USED WHEN PLACING ROCK FILTER DAMS. THE DAM SHOULD NOT BE HIGHER THAN THE CHANNEL BANKS. ROCK FILTER DAMS SHOULD BE USED IN DITCHES PRIOR TO DISCHARGING INTO STREAMS, WETLANDS, OPEN-WATERS, OR OTHER ESAs.
	SYMBOL 		
Rd-B	STONE FILTER BERM CONSTRUCTION DETAIL D-50 SECTION 163, 603		STONE FILTER BERMS ARE CONSTRUCTED SIMILAR TO ROCK FILTER DAMS FOR A LINEAR APPLICATION. THEY ARE CONSTRUCTED OF TYPE-3 STONE RIP-RAP FACED WITH *57 STONE ON THE UPSTREAM SIDE. GEOTEXTILE UNDERLINER SHALL BE USED WHEN PLACING STONE FILTER BERMS. STONE FILTER BERMS ARE IDEAL ALONG THE PERIMETER FOR SHEET FLOW AND/OR SHALLOW CONCENTRATED FLOW TO A COMMON LOW AREA WHERE PERIMETER SILT FENCE ALONE MAY BE INSUFFICIENT, THERE IS NO WELL-DEFINED CHANNEL FOR A STANDARD ROCK FILTER DAM, AND/OR CONSTRUCTING A ROCK OUTLET TEMPORARY SEDIMENT TRAP IS NOT APPLICABLE.
	LINE CODE 		
Rp	RIP-RAP SECTION 603		RIP-RAP IS A FLEXIBLE PERMANENT BLANKET FOR PROTECTION OF FILL SLOPES AND BRIDGE END ROLLS. RIP-RAP TYPE-1 SHOULD BE PLACED ON TOP OF A GEOTEXTILE UNDERLINER AT A MINIMUM 24" THICKNESS OR AS INDICATED ON THE PLANS. RIP-RAP MAY ALSO BE USED AT DRAINAGE STRUCTURE OUTLETS WITHIN THE RIGHT-OF-WAY. HOWEVER, APPROPRIATE OUTLET PROTECTION SHOULD BE PROVIDED AT OUTFALLS. REFER TO STORM DRAIN OUTLET PROTECTION FOR ADDITIONAL INFORMATION ON USING RIP-RAP AT OUTFALLS.
	PATTERN 		
Rt-P	RETROFITTING PERFORATED HALF-ROUND PIPE CONSTRUCTION DETAIL D-44 SECTION 163		A PERFORATED HALF-ROUND PIPE WITH STONE FILTER PLACED IN FRONT OF A PERMANENT STORMWATER DETENTION POND OUTLET STRUCTURE TO SERVE AS A TEMPORARY SEDIMENT FILTER. SHOULD BE USED ONLY IN DETENTION PONDS WITH LESS THAN 30 ACRES TOTAL DRAINAGE AREA. SHALL ONLY BE USED IN DETENTION BASINS LARGE ENOUGH TO STORE 67 CUBIC YARDS OF SEDIMENT PER ACRE OF DISTURBED AREA. REFER TO THE LATEST EDITION OF THE 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA' FOR DESIGN CRITERIA.
	SYMBOL 		

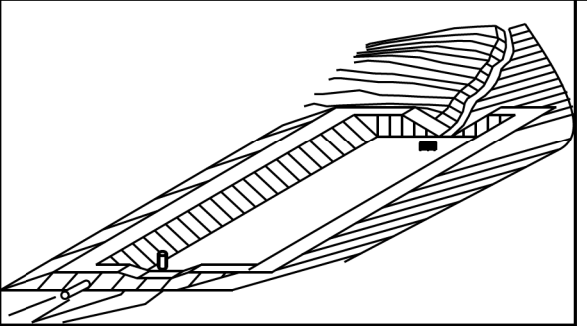
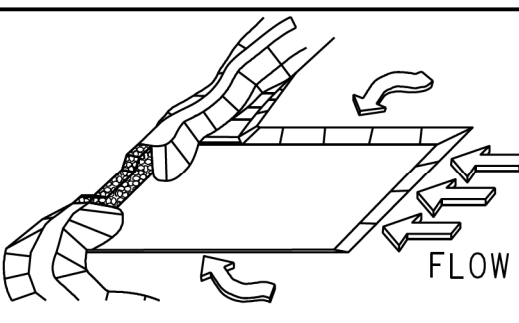
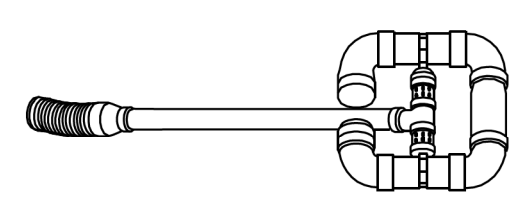
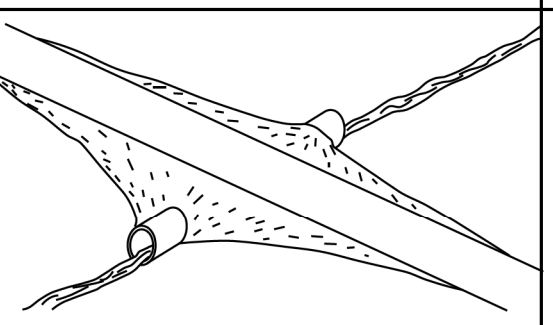
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION		
Rt-B	RETROFITTING SLOTTED BOARD DAM CONSTRUCTION DETAIL D-45 SECTION 163		A SLOTTED BOARD DAM CONSISTS OF STONE AND/OR FILTER FABRIC AND BOARDS WITH 0.5' - 1.0' SPACING TO SERVE AS A TEMPORARY SEDIMENT FILTER. PERMANENT STORMWATER DETENTION POND OUTLET: -DRAINAGE AREA UP TO 100 ACRES -DETENTION BASINS LARGE ENOUGH TO STORE 67 CUBIC YARDS OF SEDIMENT PER ACRE OF DISTURBED AREA ROADWAY DRAINAGE STRUCTURE: -OPEN END PIPES, WINGED HEADWALLS, OR CONCRETE WEIR OUTLETS WITH DRAINAGE AREA LESS THAN 30 ACRES REFER TO THE LATEST EDITION OF THE 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA' FOR DESIGN CRITERIA.		
	SYMBOL 				
Rt-Sg1	RETROFITTING SILT CONTROL GATES CONSTRUCTION DETAIL D-20 SECTION 163		A SILT CONTROL GATE CONSISTS OF BOARDS WITHOUT SPACING AND FILTER FABRIC TO BE USED FOR TEMPORARY SEDIMENT STORAGE ON ROADWAY PROJECTS AT THE INLET OF STRUCTURES WITH A DRAINAGE AREA UP TO 50 ACRES. THE DISTURBED AREA WITHIN THE DRAINAGE AREA SHALL NOT EXCEED 5 ACRES. SILT CONTROL GATES SHOULD NOT BE USED ALONE, BUT WITH ANOTHER BMP DOWNSTREAM PRIOR TO DISCHARGE LEAVING PROJECT AREA. DO NOT USE SILT GATES IN STATE WATERS. Rt-Sg1*TYPE 1: USED ON BOX CULVERTS Rt-Sg2*TYPE 2: USED ON STRAIGHT HEADWALLS Rt-Sg3*TYPE 3: USED ON FLARED END SECTIONS AND TAPERED HEADWALLS		
				SYMBOL 	
				FRONT VIEW	
SdI-NS	SEDIMENT BARRIER (NON-SENSITIVE) SILT FENCE TYPE A CONSTRUCTION DETAIL D-24 SECTION 171		SEDIMENT BARRIERS MINIMIZE AND PREVENT SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE PROJECT AREA BY CAUSING DEPOSITION AND/OR FILTRATION OF SEDIMENT. SILT FENCE USED AS PERIMETER CONTROL SHALL NOT BE INSTALLED ACROSS CONCENTRATED FLOW. TYPE-A SILT FENCE IS TYPICALLY USED IN NON-ENVIRONMENTALLY SENSITIVE AREAS (ESAs) OR IN AREAS WITH FILLS LESS THAN 10'. IT SHOULD BE PLACED A MINIMUM OF 10' FROM CONSTRUCTION LIMITS OR ALONG THE RIGHT-OF-WAY LINE.		
				LINE CODE 	
SdI-S	SEDIMENT BARRIER (SENSITIVE) SILT FENCE TYPE C CONSTRUCTION DETAIL D-24 SECTION 171		SEDIMENT BARRIERS MINIMIZE AND PREVENT SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE PROJECT AREA BY CAUSING DEPOSITION AND/OR FILTRATION OF SEDIMENT. SILT FENCE USED AS PERIMETER CONTROL SHALL NOT BE INSTALLED ACROSS CONCENTRATED FLOW. TYPE-C SILT FENCE IS TYPICALLY USED IN ENVIRONMENTALLY SENSITIVE AREAS (ESAs) OR IN AREAS WITH FILLS 10' AND GREATER. ALL ENVIRONMENTALLY SENSITIVE AREAS (ESAs) SHALL BE PROTECTED WITH A DOUBLE-ROW OF TYPE-C SILT FENCE REGARDLESS OF FILL HEIGHT. A SINGLE-ROW MAY BE USED FOR OTHER APPLICATIONS. IT SHOULD BE PLACED A MINIMUM OF 10' FROM CONSTRUCTION LIMITS OR ALONG THE RIGHT-OF-WAY LINE.		
				LINE CODE 	

NOTE:

- DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
- FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S, 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA'.

	NO SCALE	REVISION DATES		EROSION CONTROL LEGEND	
		3/2/2017		UNIFORM CODE SHEET	
				SHEET 5 OF 7	
				CHECKED: D. EAGLETON	DATE: 01/01/16
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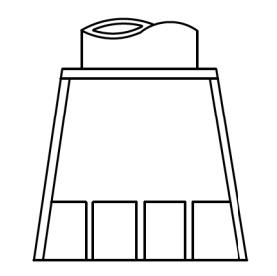

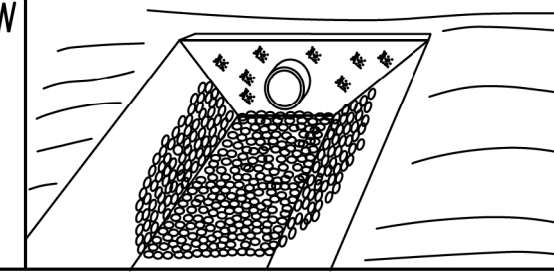
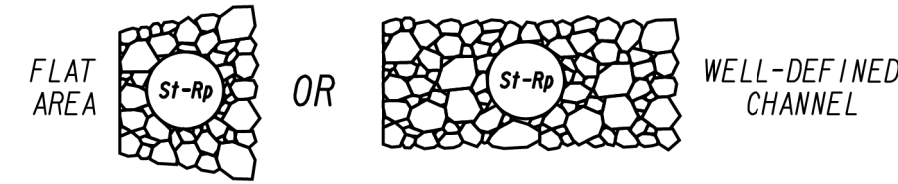
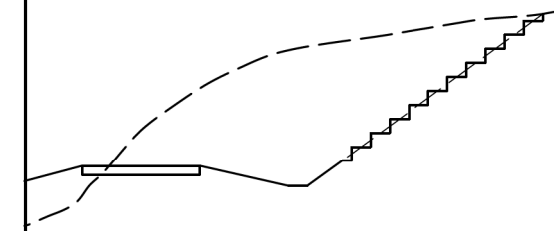
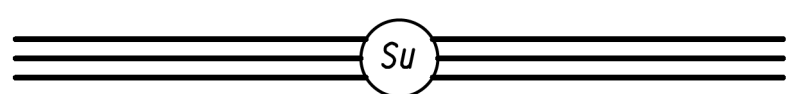
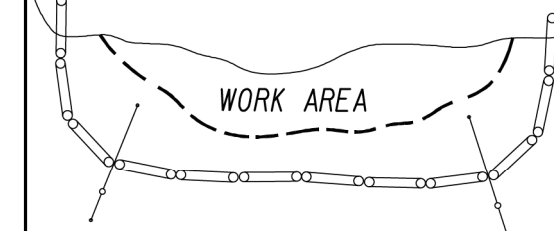

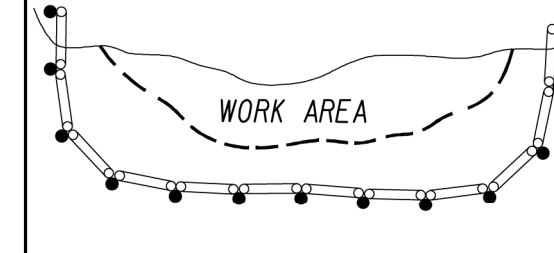
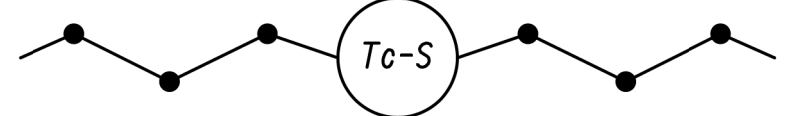
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Sd1-BB	SEDIMENT BARRIER BRUSH BARRIER CONSTRUCTION DETAIL D-24B SECTION 201		THIS ITEM CONSISTS OF INTERMINGLED BRUSH, LOGS, ETC. SO AS NOT TO FORM A SOLID DAM. CONSTRUCTED AT THE TOE OF FILL SLOPES ONLY DURING THE CLEARING AND GRUBBING OPERATION. THE BARRIER SHOULD BE USED AT THE TOE OF FILL SLOPES ON GRADING PROJECTS IN RURAL AREAS WHERE SUFFICIENT RIGHT OF WAY OR EASEMENT IS AVAILABLE (10 FEET OR MORE). THE BARRIER SHOULD RUN ROUGHLY PERPENDICULAR TO THE FLOW OF WATER WHERE THIS DOES NOT CONFLICT WITH RIGHT-OF-WAY OR EASEMENT LIMITS. THEY WILL NOT BE PLACED IN WETLANDS. TYPICALLY NOT SHOWN ON PLANS. PAYMENT FOR THIS ITEM IS INCLUDED IN THE CLEARING AND GRUBBING COST. NO SEPARATE PAYMENT SHALL BE MADE.
	LINE CODE * * * Sd1-BB * * *		
Sd2-B	INLET SEDIMENT TRAP (BAFFLE BOX) CONSTRUCTION DETAIL D-42 SECTION 163		BAFFLE BOX INLET SEDIMENT TRAP USED FOR INLETS RECEIVING HIGH FLOW RATE AND/OR VELOCITY. A GUIDE FOR USE WILL BE FOR AN INLET RECEIVING FLOW RATES 7 cfs AND GREATER.
	SYMBOL Sd2-B		
Sd2-Bg	INLET SEDIMENT TRAP (BLOCK & GRAVEL) CONSTRUCTION DETAIL D-42 SECTION 163		BLOCK AND GRAVEL DROP INLET PROTECTION USED FOR WHERE HEAVY FLOWS ARE EXPECTED AND WHERE OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE. CAN BE USED AT CULVERT INLETS. A GUIDE FOR USE WILL BE FOR AN INLET RECEIVING FLOW RATES THAT RANGE FROM 5 - 7 cfs.
	SYMBOL Sd2-Bg		
Sd2-F	INLET SEDIMENT TRAP (FILTER FABRIC) CONSTRUCTION DETAIL D-24C SECTION 163		(a) A SEDIMENT BARRIER CONSISTING OF A PREFABRICATED FRAME WITH FILTER FABRIC USED AROUND A DROP INLET OR CATCH BASIN. (b) A SEDIMENT BARRIER CONSISTING OF A PERFORATED METAL STAND PIPE WITH FILTER FABRIC USED AROUND A DROP INLET OR CATCH BASIN. (c) TYPE C SILT FENCE WITH SUPPORTING FRAME CAN BE USED AS AN ALTERNATE TO INLET SEDIMENT TRAP FOR AREAS WITH SLOPES < 5%. THIS ITEM IS USED TO PREVENT SILT FROM ENTERING THE PIPE SYSTEM. SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS. RECOMMENDED FOR INLET RECEIVING FLOW RATES THAT RANGE FROM 0 - 4 cfs.
	SYMBOL Sd2-F		
Sd2-G	INLET SEDIMENT TRAP (GRAVEL) CONSTRUCTION DETAIL D42 SECTION 163		GRAVEL DROP INLET PROTECTION USED WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED. STONE AND GRAVEL ARE USED TO TRAP SEDIMENT. THE SLOPE TOWARD THE INLET SHALL BE NO MORE THAN 3:1. A GUIDE FOR USE WILL BE FOR AN INLET RECEIVING FLOW RATES THAT RANGE FROM 3 - 5 cfs.
	SYMBOL Sd2-G		

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Sd3	TEMPORARY SEDIMENT BASIN CONSTRUCTION DETAIL D-22A, D-22B SECTION 163		A BASIN CREATED BY EXCAVATING AN AREA, DAMMING CONCENTRATED FLOW, OR A COMBINATION OF BOTH. THE BASIN IS DESIGNED TO STORE 67 CUBIC YARDS OF SEDIMENT PER ACRE OF DRAINAGE AREA. THE DRAINAGE AREA SHOULD NOT EXCEED 150 ACRES. BASINS TYPICALLY CONSISTS OF A DAM, PRINCIPAL SPILLWAY, AND AN EMERGENCY SPILLWAY. A FLOATING SURFACE SKIMMER SHALL BE REQUIRED AS PART OF THE PRINCIPAL SPILLWAY UNLESS INFEASIBLE. SUFFICIENT RIGHT-OF-WAY OR EASEMENT IS NEEDED FOR BASIN CONSTRUCTION AND MAINTENANCE ACCESS. SEDIMENT BASINS SHALL BE CONSIDERED ON ALL PROJECTS, BUT MAY NOT BE PRACTICAL. BASINS SHOULD BE LOCATED TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES AND UTILITIES. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR DESIGN CRITERIA.
	SYMBOL Sd3		
Sd4-C	ROCK OUTLET TEMPORARY SEDIMENT TRAP CONSTRUCTION DETAIL D-53 SECTION 163		TEMPORARY POND WITH ROCK OUTLET DESIGNED TO STORE 67 CUBIC YARDS OF SEDIMENT PER DRAINAGE AREA. DRAINAGE AREA SHALL NOT EXCEED 5 ACRES. DISTINGUISHED FROM TEMPORARY SEDIMENT BASIN BY LACK OF PRINCIPAL SPILLWAY. MAXIMUM POND DEPTH FROM BOTTOM OF POND TO EMERGENCY SPILLWAY IS 4 FEET. A TEMPORARY SEDIMENT BASIN SHALL BE EVALUATED PRIOR TO CONSIDERING A TEMPORARY SEDIMENT TRAP. A TEMPORARY SEDIMENT TRAP IS IDEAL FOR SMALL AREAS WITH NO UNUSUAL DRAINAGE FEATURES AND EFFECTIVE AGAINST COARSE SEDIMENT, BUT NOT AGAINST SILT OR CLAY PARTICLES THAT REMAIN SUSPENDED. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR DESIGN CRITERIA.
	SYMBOL Sd4-C		
Sk	FLOATING SURFACE SKIMMER CONSTRUCTION DETAIL D-22A, D-22B SECTION 163		A BUOYANT DEVICE THAT DRAINS WATER FROM THE SURFACE OF A TEMPORARY SEDIMENT BASIN AT A CONTROLLED FLOW RATE. THE INLET/ORIFICE SIZE IS DESIGNED TO DRAIN THE BASIN WITHIN 24 - 48 HOURS. THE SKIMMER INFORMATION SHALL BE PROVIDED IN CONJUNCTION WITH THE SEDIMENT BASIN INFORMATION IN PLANS. IF A SKIMMER IS INFEASIBLE, THE DESIGNER SHALL PROVIDE A WRITTEN JUSTIFICATION IN THE PLANS. SKIMMERS ARE ATTACHED TO A RISER WITHOUT PERFORATIONS AND ACTS AS THE PRIMARY SPILLWAY. THE SKIMMER BMP SYMBOL SHALL BE SHOWN IN CONJUNCTION WITH THE TEMPORARY SEDIMENT BASIN BMP SYMBOL WHEN APPLICABLE. REFER TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" FOR ADDITIONAL INFORMATION.
	SYMBOL Sk		
Sr	TEMPORARY STREAM CROSSING SECTION 107		A TEMPORARY STRUCTURE INSTALLED ACROSS A FLOWING STREAM OR WATERCOURSE FOR USE BY CONSTRUCTION EQUIPMENT. THIS BMP PROVIDES A MEANS TO CROSS STREAMS OR WATERCOURSES WITHOUT MOVING SEDIMENT INTO STREAMS, DAMAGING THE STREAM BED OR CHANNEL, OR CAUSING FLOODING. THIS BMP SHOULD NOT BE USED ON STREAMS WITH DRAINAGE AREAS GREATER THAN ONE SQUARE MILE, UNLESS SPECIFICALLY DESIGNED TO ACCOMMODATE THE ADDITIONAL DRAINAGE AREA BY THE DESIGN PROFESSIONAL. A CERTIFICATION STATEMENT AND SIGNATURE SHALL ACCOMPANY THE DESIGN. THIS BMP SHALL BE DESIGNED ACCORDING TO THE LATEST EDITION OF THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA". FOR CONTRACTOR'S USE ONLY!
	SYMBOL Sr		

NOTE:


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- FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S, "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA".

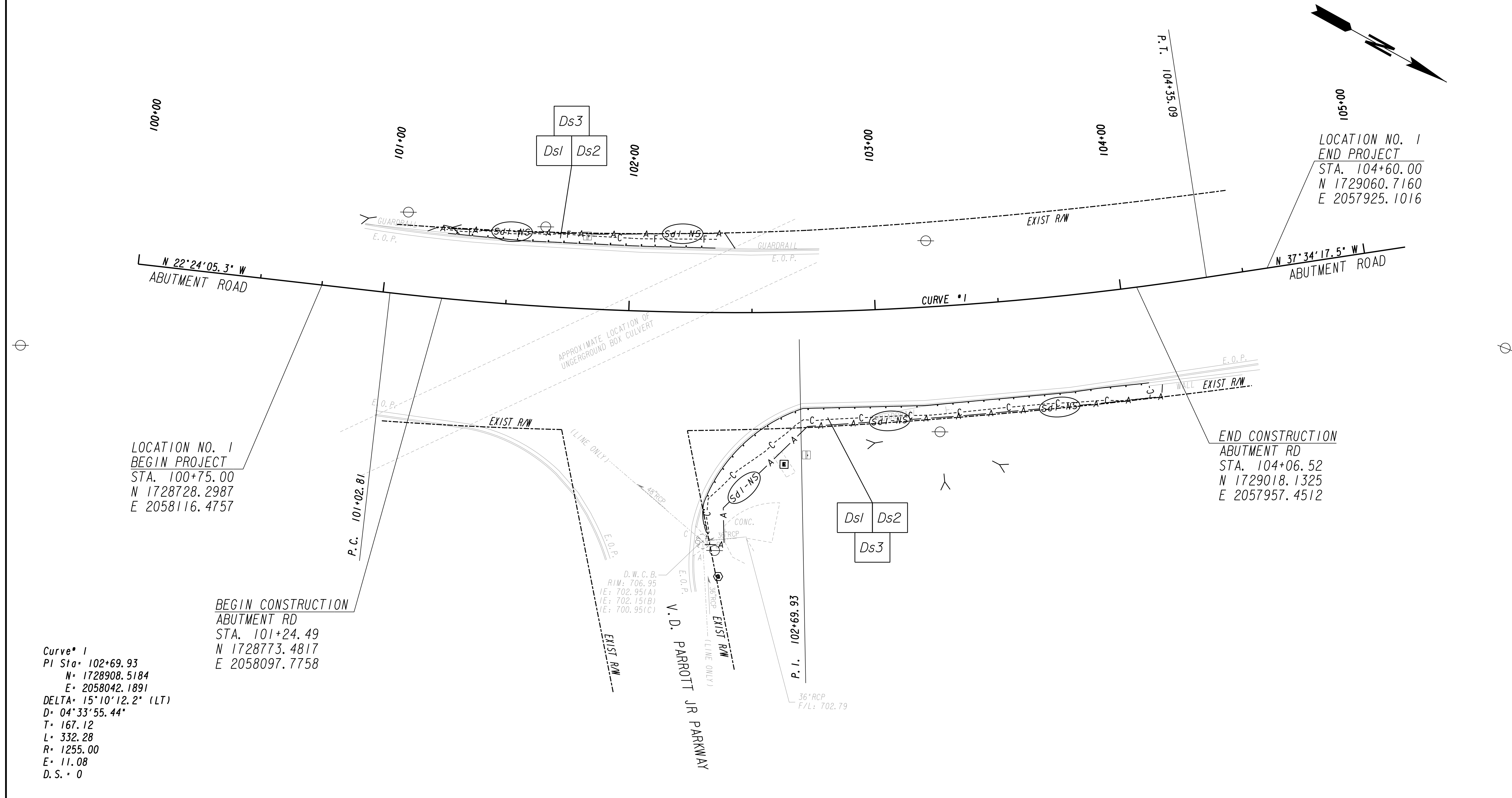
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11/28/2018		SHEET 6 OF 7	
CHECKED:	D. EAGLETON	DATE:	01/01/16
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	
		DRAWING No. 52-0006	

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
St	STORM DRAIN OUTLET PROTECTION GA. STD. 1125 & 2332		A PIPE OR BOX CULVERT OUTLET HEADWALL WITH AN APRON AND DISSIPATOR BLOCKS IS USED TO REDUCE VELOCITY AT THE OUTLET OF A PIPE PRIOR TO ENTERING AN EXISTING STREAM OR PUBLICLY MAINTAINED DRAINAGE SYSTEM. IT IS USED ON THE OUTLET OF ALL BOX CULVERTS AND ON 48" AND LARGER PIPES. MAY BE USED ON INLET FOR FLOWING STREAMS. USE ON SMALL PIPES WHEN OUTLET VELOCITY OF THE 25-YEAR STORM IS 12 fps AND GREATER.
	SYMBOL 		
St-Rp	STORM DRAIN OUTLET PROTECTION (RIP-RAP) CONSTRUCTION DETAIL D-55 SECTION 603		RIP-RAP OUTLET PROTECTION IS USED TO REDUCE VELOCITY AT THE OUTLET OF A PIPE, CHANNEL, OR STRUCTURE PRIOR TO ENTERING AN EXISTING STREAM OR PUBLICLY MAINTAINED DRAINAGE SYSTEM. THE MINIMUM DESIGN OF RIP-RAP OUTLET PROTECTION SHALL BE THE 25-YEAR STORM PEAK FLOW, BUT LARGER STORMS ARE RECOMMENDED. TYPE-1 RIP-RAP AT A DEPTH OF 36" AND PLACED ON FILTER FABRIC IS PREFERRED FOR ALL d50 ≤ 1.2 FEET. TYPE-3 RIP-RAP AT A DEPTH OF 18" AND PLACED ON FILTER FABRIC MAY BE USED FOR d50 ≤ 0.7 FEET.
	PATTERN 		REFER TO THE LATEST EDITION OF THE 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA' FOR REQUIRED DESIGN DIMENSIONS AND OTHER INFORMATION TO BE INCLUDED IN THE PLANS.
Su	SURFACE ROUGHENING SERRATED SLOPES CONSTRUCTION DETAIL S-7 SECTION 205		PROVIDING A ROUGH SOIL SURFACE WITH HORIZONTAL DEPRESSIONS, BY OPERATING A CLEATED DOZER ON THE SLOPE IN A VERTICAL DIRECTION. CREATING SERRATED SLOPES IN THE GRADING PROCESS TO CONSTRUCT BENCHES WILL REDUCE RUNOFF VELOCITY AND INCREASE INFILTRATION OF WATER. IN MOST CASES THIS BMP IS NOT REQUIRED TO BE SHOWN ON THE PLANS, BUT REQUIRED TO BE COMPLETED BY THE CONTRACTOR UNDER ALL PROJECTS. IF SERRATED SLOPES ARE SPECIFIED BY THE SOIL SURVEY, THEN THIS BMP SHALL BE SHOWN ON THE PLANS WHERE SERRATED SLOPES ARE TO BE USED.
	LINE CODE 		
Tc-F	TURBIDITY CURTAIN FLOATING CONSTRUCTION DETAIL D-51 SECTION 170		A FLOATING TURBIDITY CURTAIN IS USED TO PREVENT SEDIMENT FROM MOVING IN WATER BY ALLOWING IT TO DROP OUT OF SUSPENSION AND REMAIN WITHIN THE CONSTRUCTION AREA. IT IS TYPICALLY USED WHERE CONSTRUCTION IS REQUIRED IN A LARGE BODY OF WATER SUCH AS LAKES AND RIVERS. IT SHOULD BE USED AS DIRECTED BY THE ENGINEER. THIS BMP IS ONLY TO BE USED WHEN PERMITTED FILL IS BEING PLACED INTO A STATE WATER, OR AS A SUPPLEMENT TO ADEQUATELY PLACED PERIMETER BMPs.
	LINE CODE 		IT MAY ALSO BE REFERRED TO AS A FLOATING BOOM, SILT BARRIER, OR SILT CURTAIN.
Tc-S	TURBIDITY CURTAIN STAKED CONSTRUCTION DETAIL D-51 SECTION 170		A STAKED TURBIDITY CURTAIN IS USED TO PREVENT SEDIMENT FROM MOVING IN WATER BY ALLOWING IT TO DROP OUT OF SUSPENSION AND REMAIN WITHIN THE CONSTRUCTION AREA. IT IS TYPICALLY USED IN SHALLOW INUNDATED AREAS. IT MAY BE USED TO PROTECT A SMALL STREAM BEING REALIGNED OR RESTORED. IN THIS CASE, CURTAIN SHOULD EXTEND TO BOTTOM OF STREAMBED. THE HEIGHT SHOULD BE LIMITED TO 5 FEET UNLESS DIRECTED AND EXTEND 2 FEET ABOVE NORMAL WATER ELEVATION. IT SHOULD BE USED AS DIRECTED BY THE ENGINEER. THIS BMP IS ONLY TO BE USED WHEN PERMITTED FILL IS BEING PLACED INTO A STATE WATER, OR AS A SUPPLEMENT TO ADEQUATELY PLACED PERIMETER BMPs.
	LINE CODE 		IT MAY BE REFERRED TO AS A SILT BARRIER OR SILT CURTAIN.

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION

- NOTE:**
- DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
 - FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S, 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA'.

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		3/2/2017	UNIFORM CODE SHEET	
			SHEET 7 OF 7	
			CHECKED: D. EAGLETON	DATE: 01/01/16
			BACKCHECKED:	DATE:
			CORRECTED:	DATE:
			VERIFIED:	DATE:
			DRAWING No. 52-0007	



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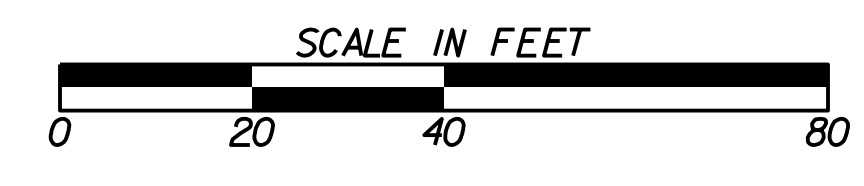
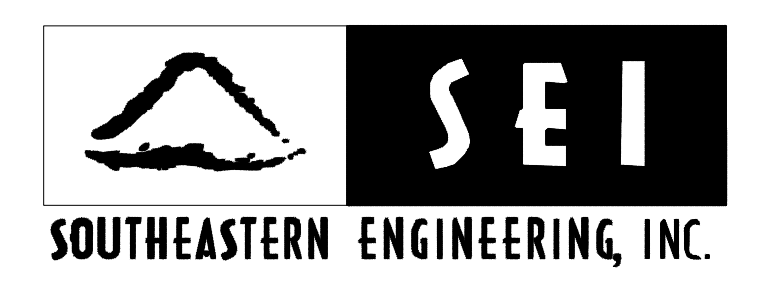
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D.W.C.B.
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 E: 700.95(C)
 V.D. PARROTT JR PARKWAY
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 36°RCP
 F/L: 702.79

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
REQ'D LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---



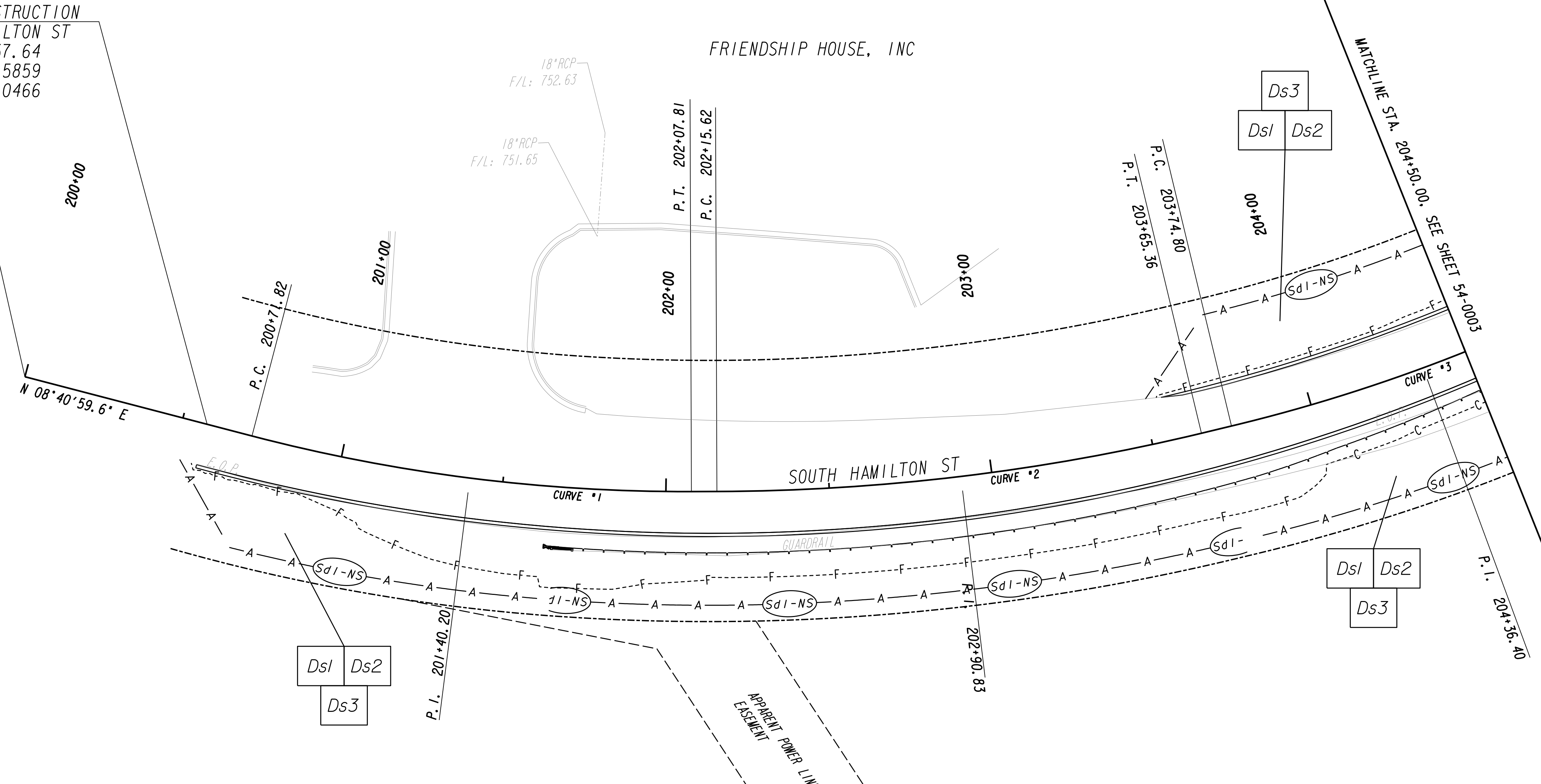
REVISION DATES	

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT
 OFFICE:
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 ABUTMENT ROAD GUARDRAIL
 DRAWING No. 54-0001

BEGIN CONSTRUCTION
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LOCATION NO. 2
 BEGIN PROJECT
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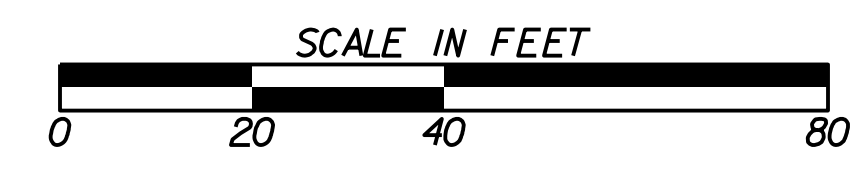
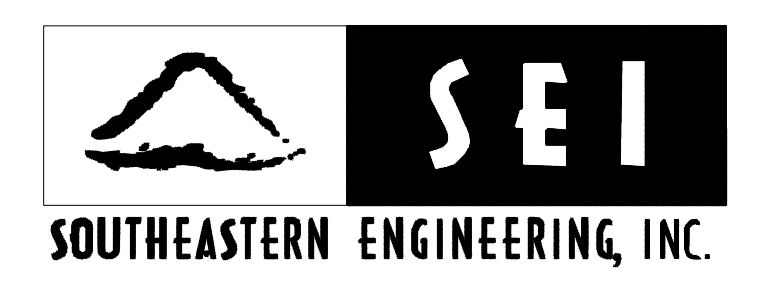
FRIENDSHIP HOUSE, INC



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E= 2057845.5102	E= 2057829.2694	E= 2057780.5466
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R= 525.00	R= 645.00	R= 520.00
E= 4.43	E= 4.37	E= 3.64
D.S.= 0	D.S.= 0	D.S.= 0

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	---
EASEMENT FOR CONSTR OF SLOPES	---
EASEMENT FOR CONSTR OF DRIVES	---

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
REQ'D LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---



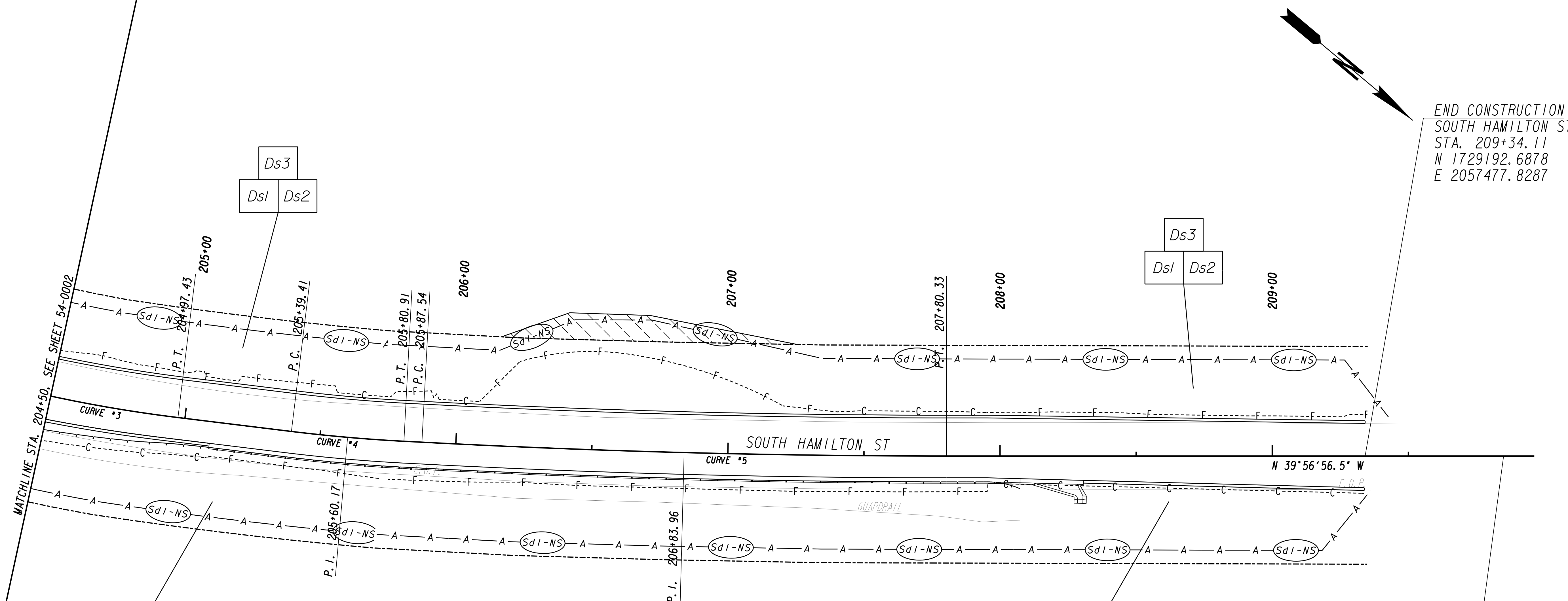
REVISION DATES	DATE	DESCRIPTION

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT

OFFICE:
BMP LOCATION DETAILS

LOCATION NO. 2
 SOUTH HAMILTON ST GUARDRAIL

DRAWING No.
54-0002

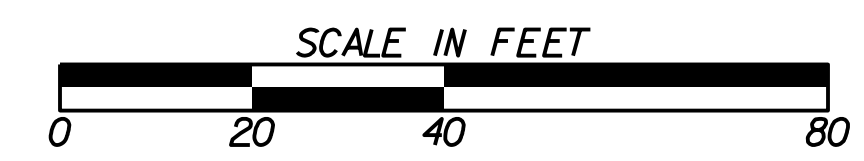
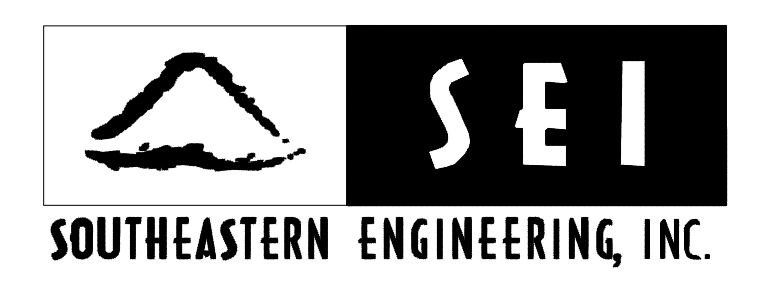


END CONSTRUCTION
 SOUTH HAMILTON ST
 STA. 209+34.11
 N 1729192.6878
 E 2057477.8287

LOCATION NO. 2
 END PROJECT
 SOUTH HAMILTON ST
 STA. 209+85.00
 N 1729231.7006
 E 2057445.1521

Curve #	PI Sta	N	E	DELTA	D	T	L	R	E	D.S.
Curve* 3	204+36.40	1728797.6117	2057780.5466	13°30'45.4" (LT)	11°01'06.31"	61.60	122.64	520.00	3.64	0
Curve* 4	205+60.17	1728901.9220	2057712.8782	03°57'45.6" (LT)	09°32'57.47"	20.76	41.50	600.00	0.36	0
Curve* 5	206+83.96	1729000.8814	2057638.4828	03°00'50.4" (LT)	01°33'47.96"	96.42	192.79	3665.00	1.27	0

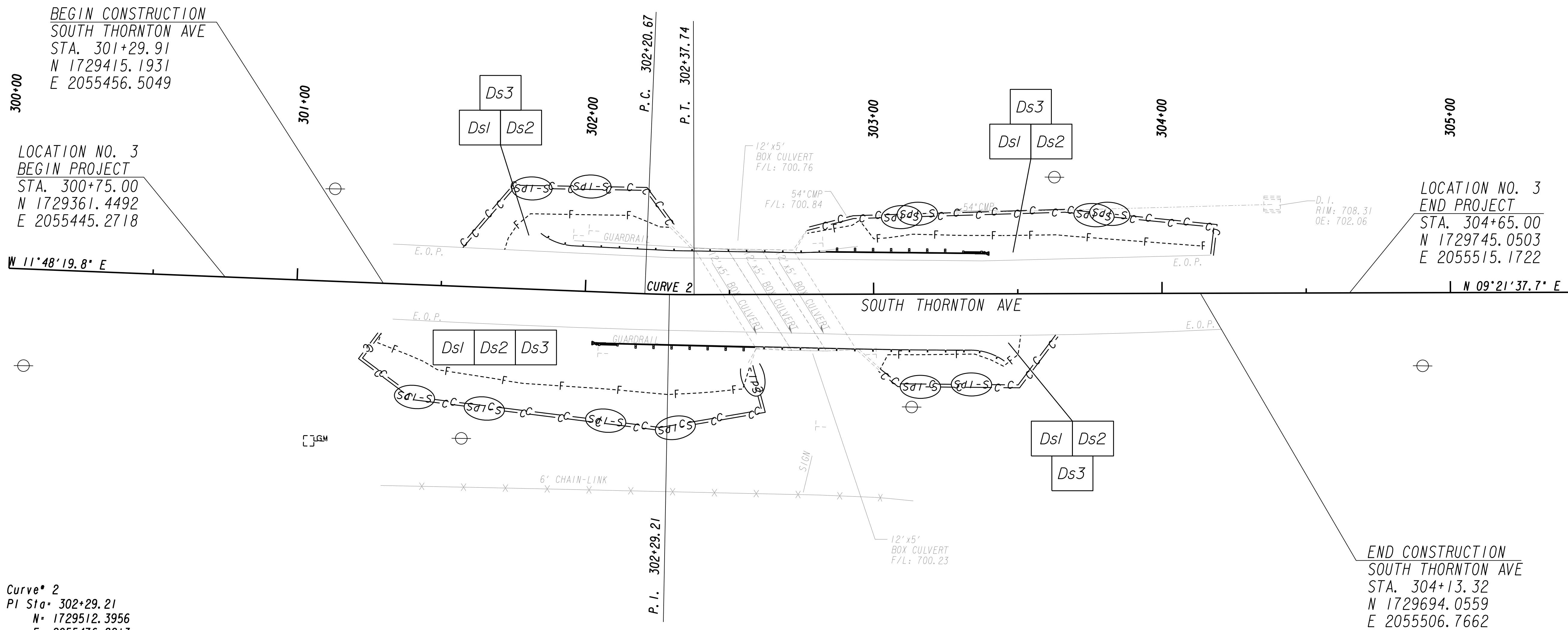
-----E----- PROPERTY AND EXISTING R/W LINE	-----BLA BEGIN LIMIT OF ACCESS.....
-----F----- REQUIRED R/W LINE	-----ELA END LIMIT OF ACCESS.....
---C---F--- CONSTRUCTION LIMITS	---C---F--- REQ'D LIMIT OF ACCESS
---C---F--- EASEMENT FOR CONSTR	---C---F--- REQ'D LIMIT OF ACCESS & R/W
---C---F--- & MAINTENANCE OF SLOPES	---C---F--- ORANGE BARRIER FENCE
---C---F--- EASEMENT FOR CONSTR OF SLOPES	---C---F--- ESA - ENV. SENSITIVE AREA
---C---F--- EASEMENT FOR CONSTR OF DRIVES	---C---F--- (SEE ERIT TABLE)



REVISION DATES

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT
 OFFICE:
BMP LOCATION DETAILS
 LOCATION NO. 2
 SOUTH HAMILTON ST GUARDRAIL

DRAWING No.
54-0003



LOCATION NO. 3
BEGIN PROJECT
STA. 300+75.00
N 1729361.4492
E 2055445.2718

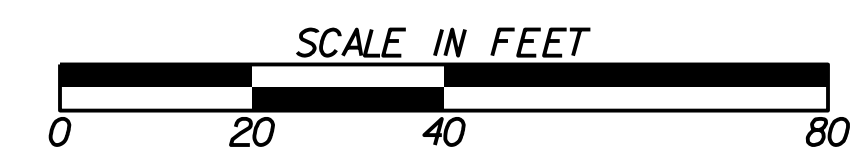
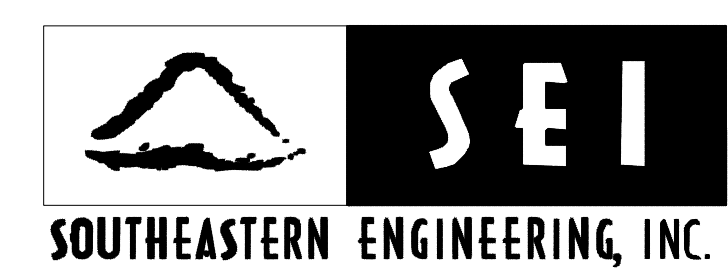
LOCATION NO. 3
END PROJECT
STA. 304+65.00
N 1729745.0503
E 2055515.1722

Curve 2
PI Sta. 302+29.21
N= 1729512.3956
E= 2055476.8213
DELTA= 02°26'42.1" (LT)
D= 14°19'26.20"
T= 8.54
L= 17.07
R= 400.00
E= 0.09
D.S. = 0

END CONSTRUCTION
SOUTH THORNTON AVE
STA. 304+13.32
N 1729694.0559
E 2055506.7662

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	---
CONSTRUCTION LIMITS	---C---F---
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
REQ'D LIMIT OF ACCESS	---
REQ'D LIMIT OF ACCESS & R/W	---
ORANGE BARRIER FENCE	---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---



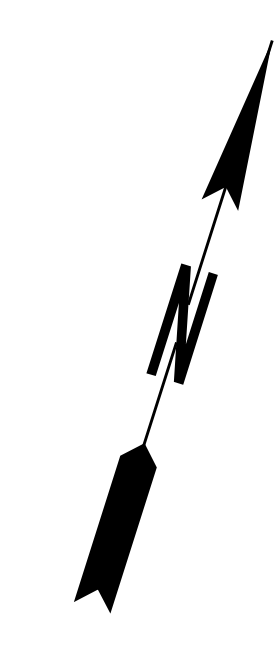
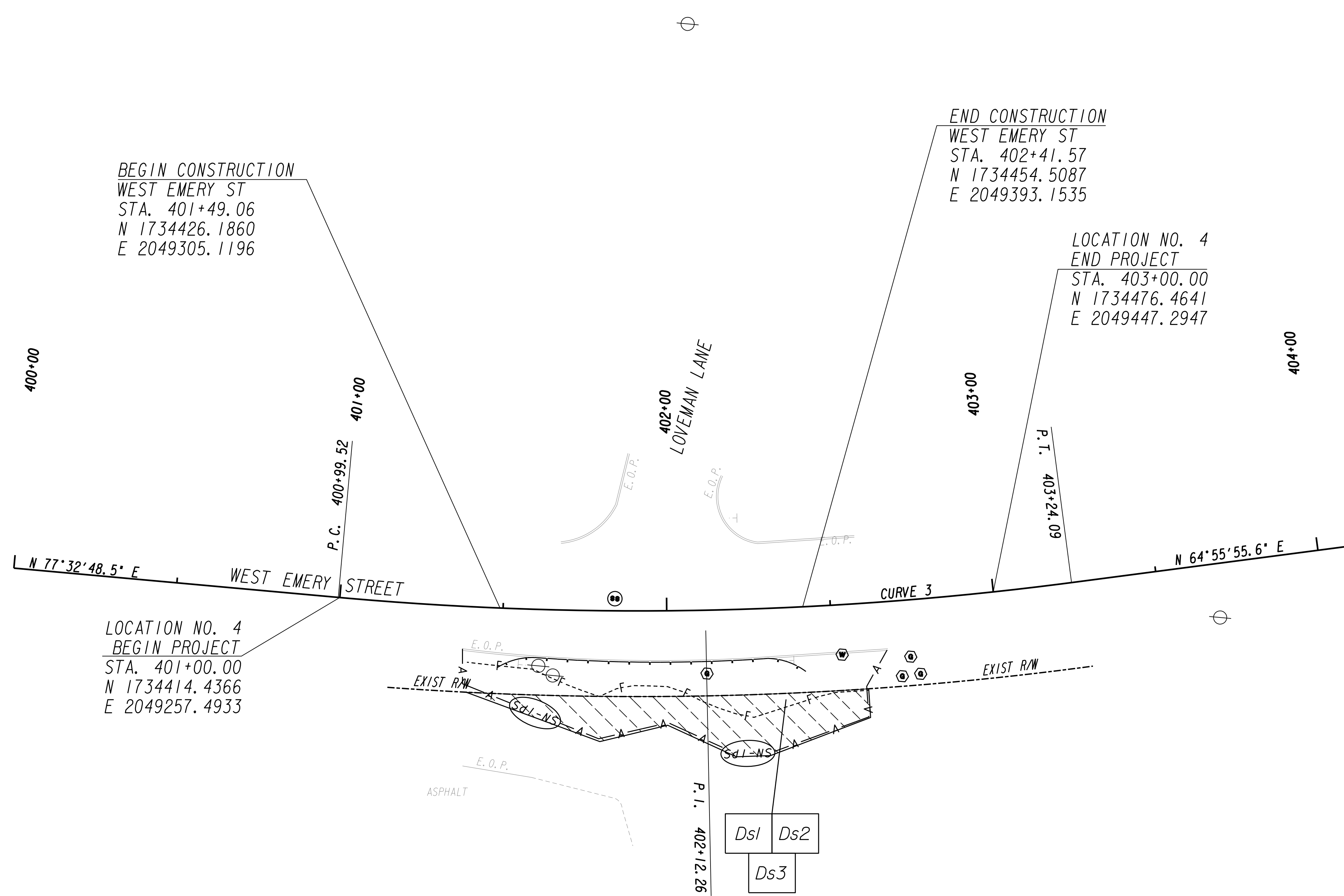
REVISION DATES	

CITY OF DALTON
PUBLIC WORKS DEPARTMENT

OFFICE:
BMP LOCATION DETAILS

LOCATION 3
SOUTH THORNTON AVE GUARDRAIL

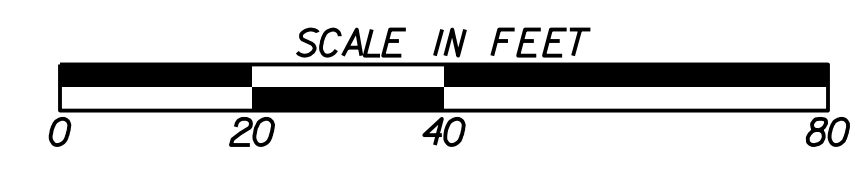
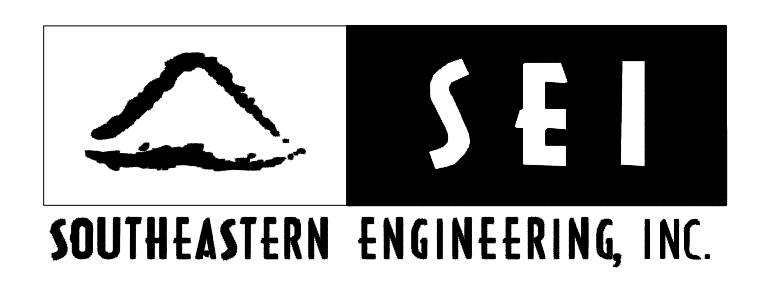
DRAWING No.
54-0004



Curve # 1
 PI Sta. 402+12.26
 N = 1734438.6444
 E = 2049367.1117
 DELTA = 12°36'52.9" (LT)
 D = 05°37'02.04"
 T = 112.74
 L = 224.57
 R = 1020.00
 E = 6.21
 D.S. = 0

PROPERTY AND EXISTING R/W LINE	---
REQUIRED R/W LINE	—
CONSTRUCTION LIMITS	-C-F-
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF SLOPES	[Hatched Box]
EASEMENT FOR CONSTR OF DRIVES	[Hatched Box]

BEGIN LIMIT OF ACCESS.....BLA	---
END LIMIT OF ACCESS.....ELA	---
REQ'D LIMIT OF ACCESS	---o---o---
REQ'D LIMIT OF ACCESS & R/W	--- --- ---
ORANGE BARRIER FENCE	---●---●---
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)	---▲---▲---



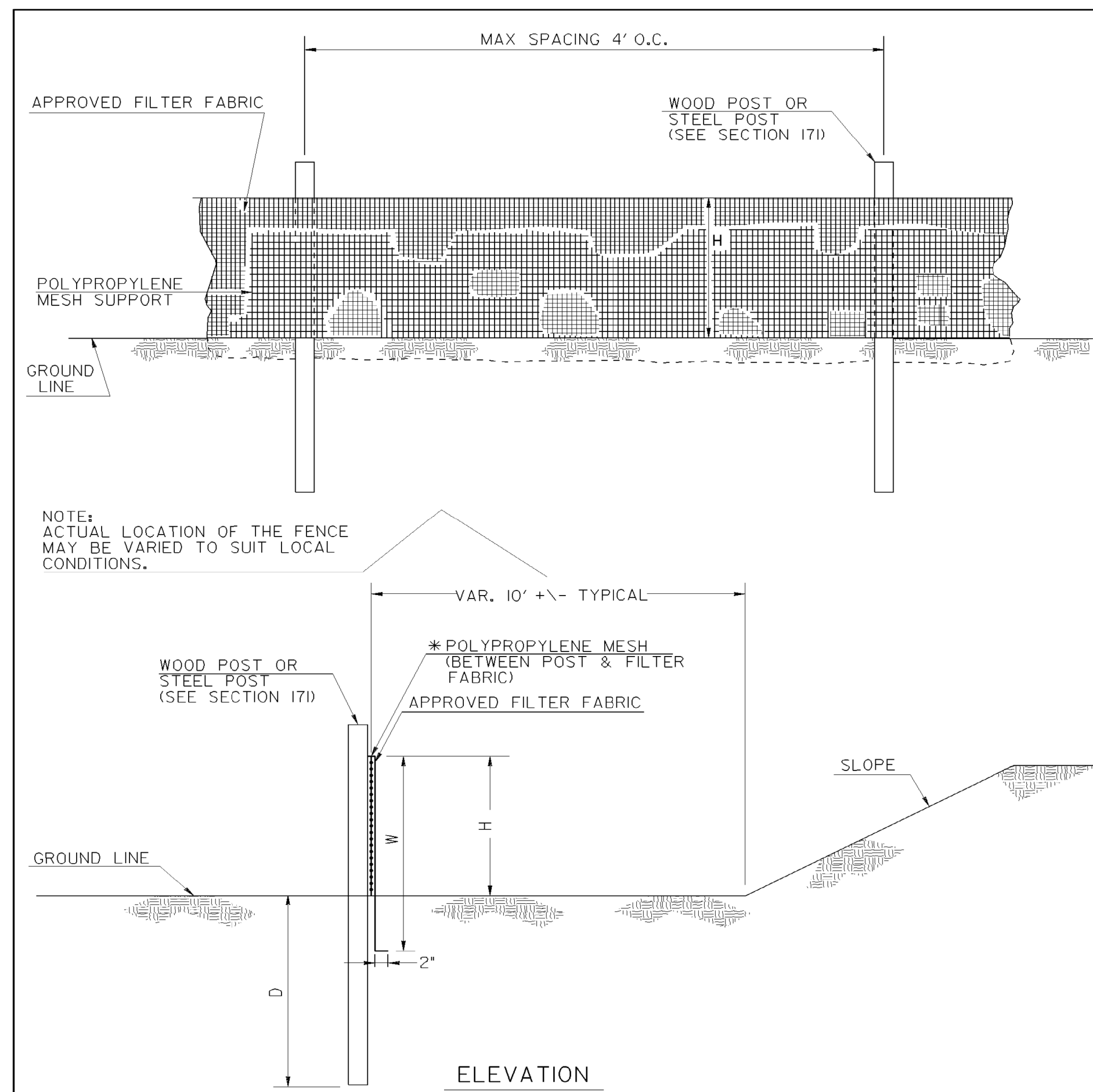
REVISION DATES		

CITY OF DALTON
 PUBLIC WORKS DEPARTMENT

OFFICE:
BMP LOCATION DETAILS

LOCATION NO. 4
 WEST EMERY ST GUARDRAIL

DRAWING No.
54-0005



SINGLE ROW TYPE C SILT FENCE WITH POLYPROPYLENE MESH SUPPORT

OMITTED

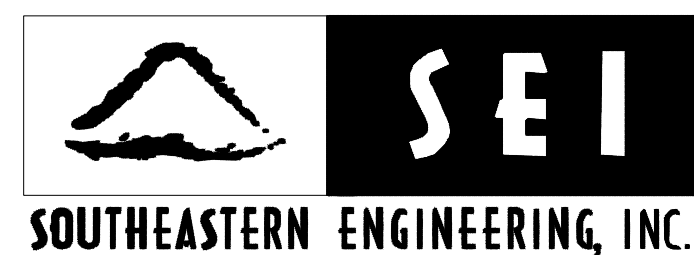
OMITTED

FENCE TYPE	POST LENGTH	H	D	W	TYPICAL USES
<i>OMITTED</i>					
TYPE "C"	4 FT.	2'-4"	1'-6"	3'-0"	AT BRIDGE END ROLLS, DOUBLE ROW ALONG STREAMS, WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS FOR USE OF THIS MATERIAL IN FABRIC CHECKDAMS SEE D-24D.

NOTES:

1. WIRE STAPLES SHALL BE AT LEAST 17 GAUGE, WITH LEGS AT LEAST 1/2 INCHES LONG AND A CROWN AT LEAST 3/4 INCHES WIDE. NAILS SHALL BE AT LEAST 14 GAUGE, 1 INCH LONG, WITH BUTTON HEADS AT LEAST 3/4 INCHES WIDE.
2. NAILS OR STAPLES SHALL BE EVENLY PLACED WITH AT LEAST 5 PER POST FOR TYPE A FENCE AND 4 PER POST FOR TYPE C FENCE.
3. THE VERTICAL WIRES FOR THE WOVEN WIRE SUPPORT FENCE SHALL HAVE A MAXIMUM SPACING OF 12 INCHES. THE TOP AND BOTTOM WIRES SHALL BE AT LEAST 10 GAUGE AND ALL OTHER WIRES SHALL BE AT LEAST 12 1/2 GAUGE.
4. TEMPORARY SILT FENCE INSTALLATION IS DIFFERENT THAN THE SILT RETENTION BARRIER INSTALLATION.
5. SEE SECTION 171 FOR SILT FENCE SPECIFICATIONS.
6. SEE SECTION 894 FOR FENCING SPECIFICATIONS.
7. SEE QPL-36 FOR A LIST APPROVED SILT FENCE FABRIC.
8. TEMPORARY SILT FENCE SHALL NOT BE PLACED WITHIN STATE WATERS UNLESS PERMITTED.

	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA
	REVISION	CONSTRUCTION DETAILS TEMPORARY SILT FENCE
	BY	NO SCALE REV. AND REDRAWN JAN. 2011
		NUMBER D-24A (SHEET 1 OF 4)



SOUTHEASTERN ENGINEERING, INC.

REVISION DATES

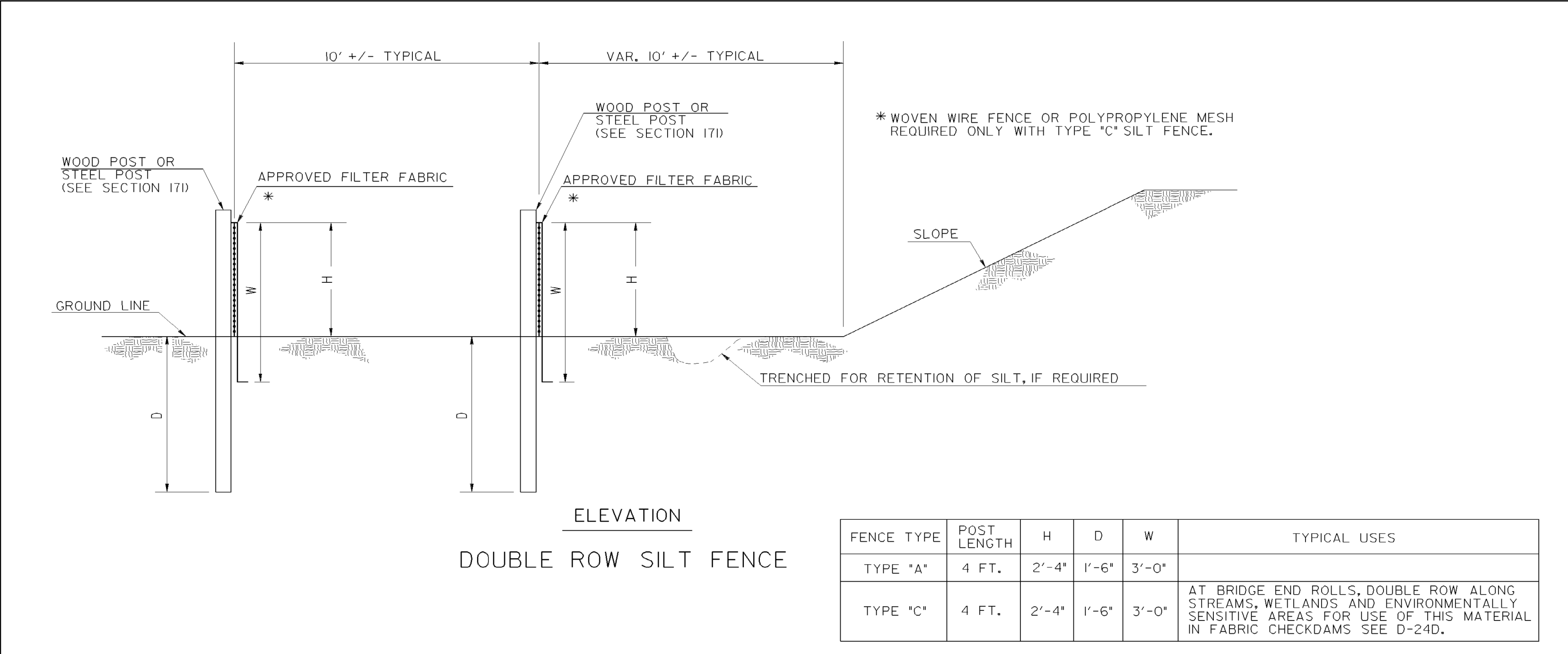
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

OFFICE:

**EROSION CONTROL
CONSTRUCTION DETAILS**

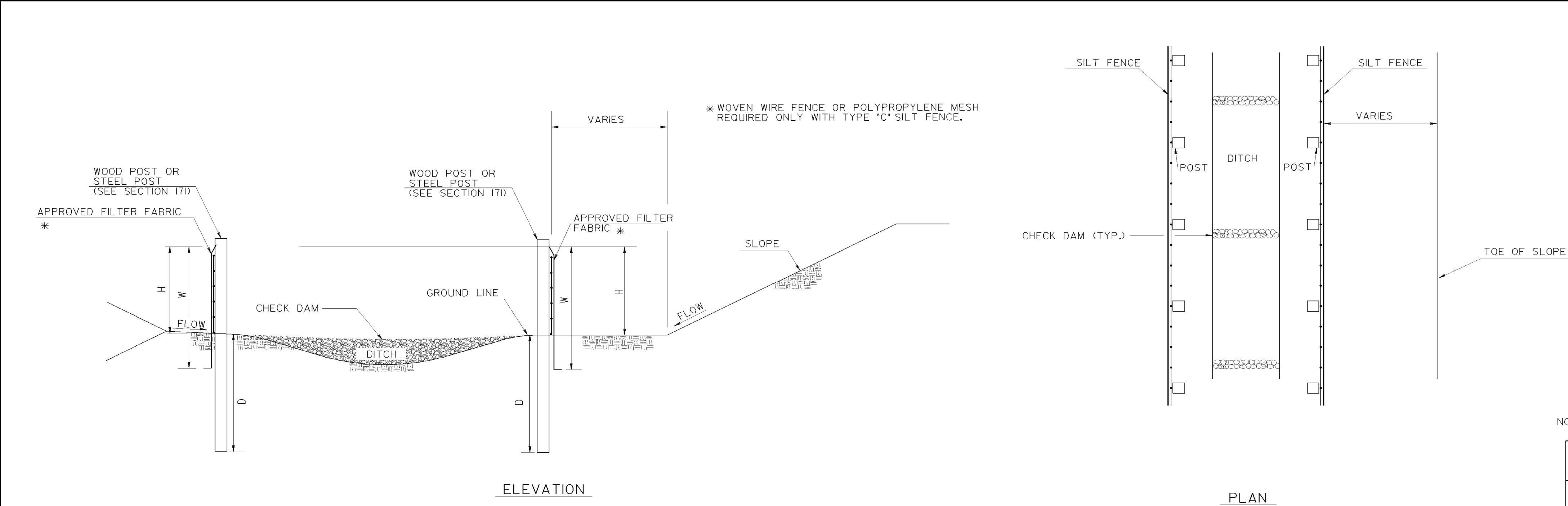
DRAWING No.
56-0001

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OMITTED

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS



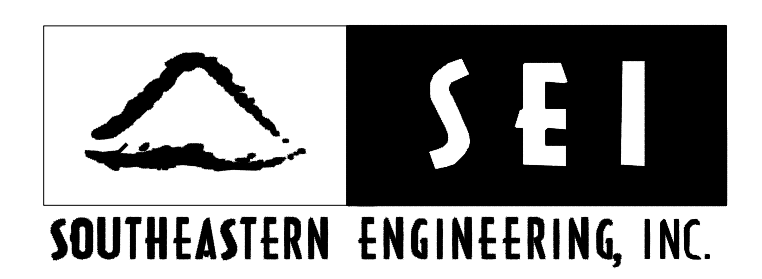
FENCE TYPE	POST LENGTH	H	D	W	TYPICAL USES
TYPE 'A'	4 FT.	2'-4"	1'-6"	3'-0"	AT BRIDGE END ROLLS, DOUBLE ROW ALONG STREAMS, WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS FOR USE OF THIS MATERIAL IN FABRIC CHECKDAMS SEE D-24D.
TYPE 'C'	4 FT.	2'-4"	1'-6"	3'-0"	

SILT FENCE
PERIMETER INSTALLATION ALONG DITCH SECTION

NOTE: TEMPORARY SILT FENCE SHALL NOT BE PLACED WITHIN STATE WATERS.

	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
	REVISION	CONSTRUCTION DETAILS TEMPORARY SILT FENCE BERM DITCH, INSTALLATION, BRUSH BARRIER	
	BY	NO SCALE	REV. AND REDRAWN JAN. 2011
		NUMBER D-24B (SHEET 2 OF 4)	

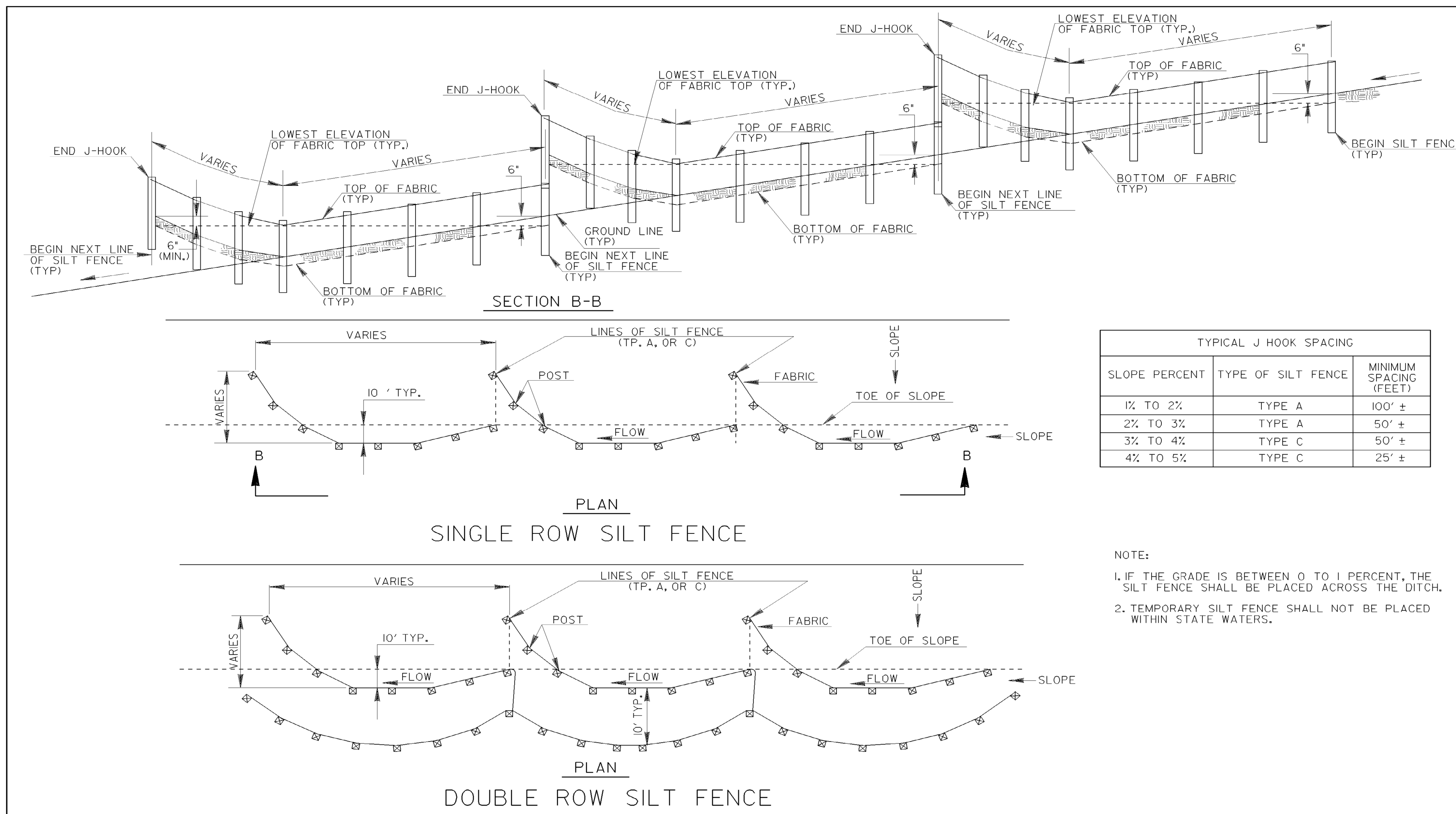
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REVISION DATES		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
OFFICE:
**EROSION CONTROL
CONSTRUCTION DETAILS**

DRAWING No.
56-0002



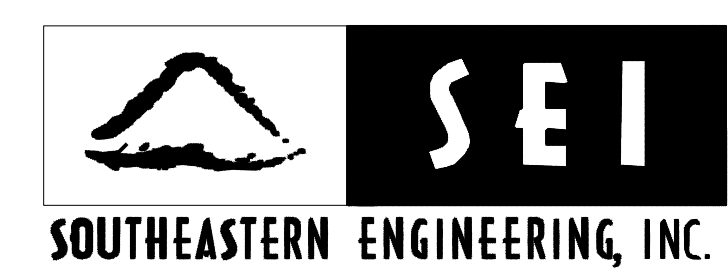
TYPICAL J HOOK SPACING		
SLOPE PERCENT	TYPE OF SILT FENCE	MINIMUM SPACING (FEET)
1% TO 2%	TYPE A	100' ±
2% TO 3%	TYPE A	50' ±
3% TO 4%	TYPE C	50' ±
4% TO 5%	TYPE C	25' ±

NOTE:
1. IF THE GRADE IS BETWEEN 0 TO 1 PERCENT, THE SILT FENCE SHALL BE PLACED ACROSS THE DITCH.
2. TEMPORARY SILT FENCE SHALL NOT BE PLACED WITHIN STATE WATERS.

OMITTED

OMITTED

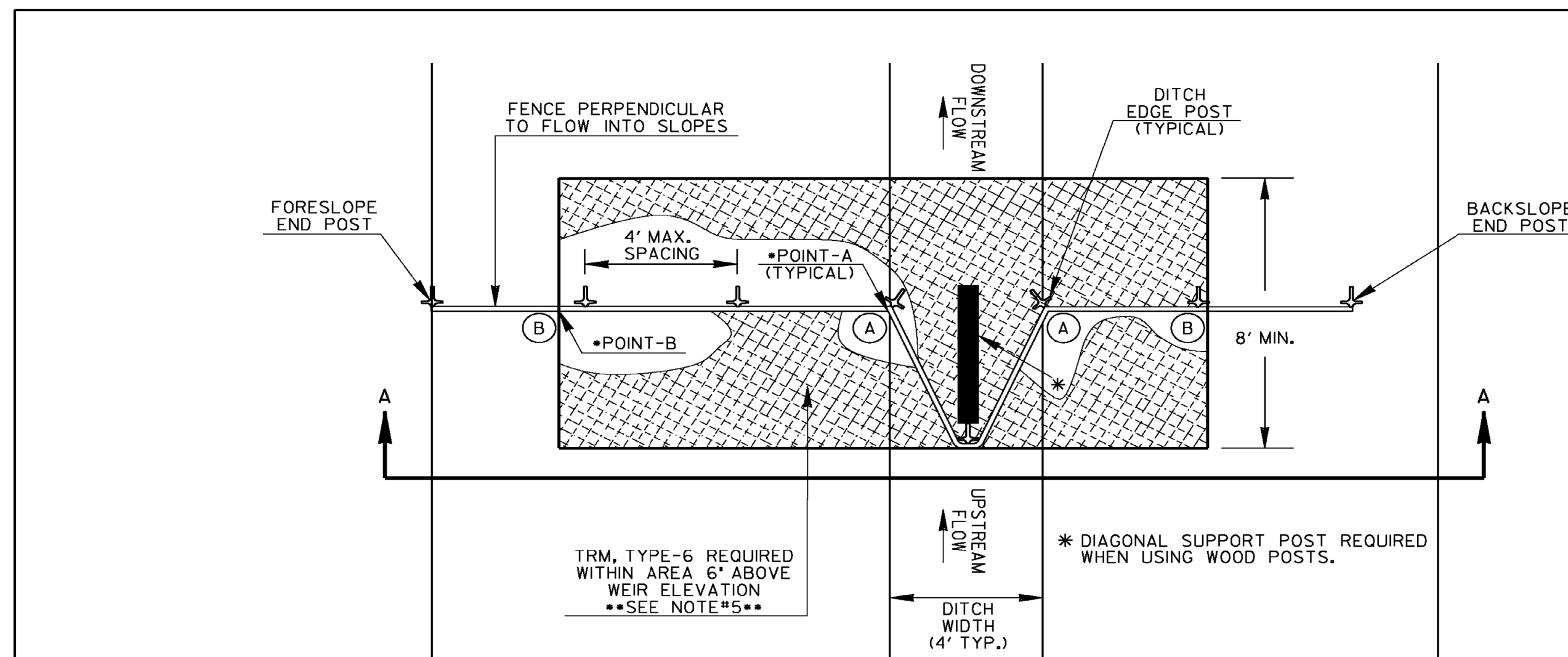
DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA
REVISION	CONSTRUCTION DETAILS TEMPORARY SILT FENCE J-HOOK, INLET SEDIMENT TRAPS
BY	NO SCALE JANUARY 2011 NUMBER D-24C (SHEET 3 OF 4)



REVISION	DATE	DESCRIPTION

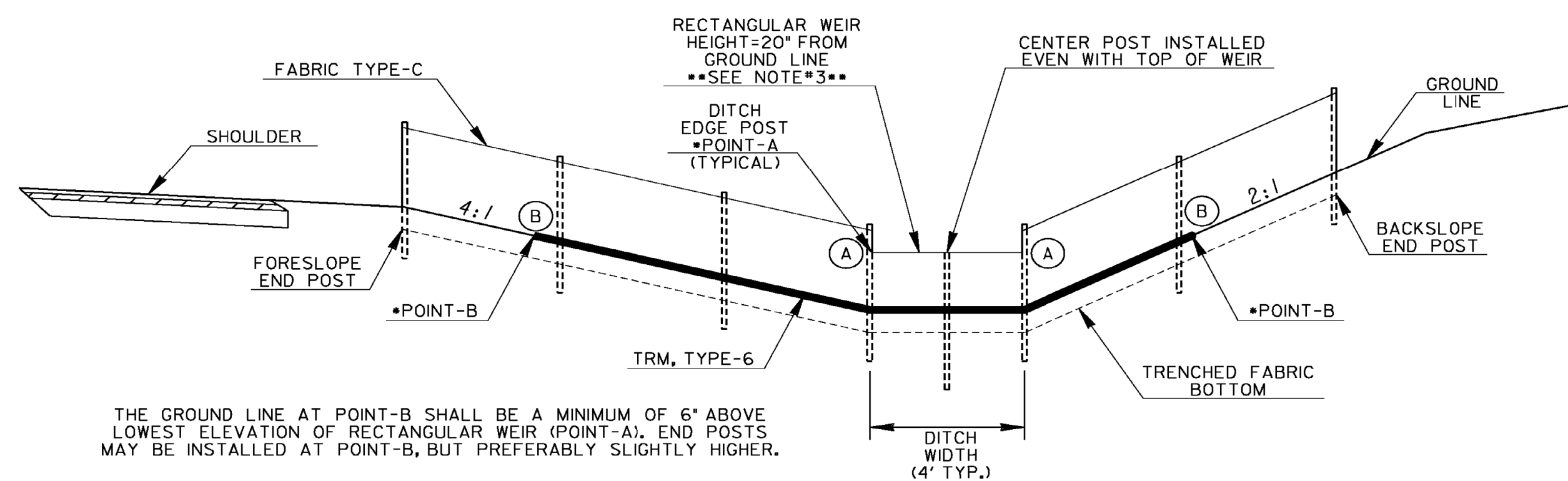
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
OFFICE:
**EROSION CONTROL
CONSTRUCTION DETAILS**

DRAWING No.
56-0003



PLAN VIEW

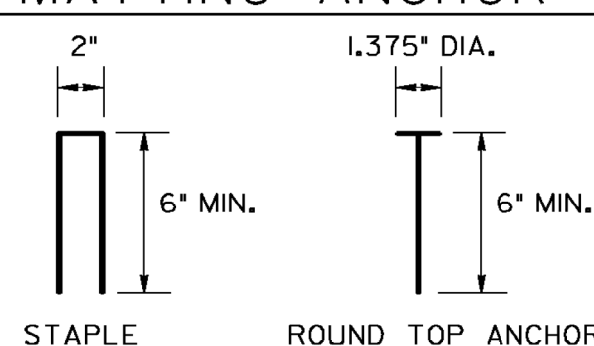
GRADE OF DITCH	MINIMUM SPACING (FEET)
LESS THAN 1/2%	100' ±
1/2% TO 3%	75' ±
3% TO 6%	50' ±
6% TO 8%	25' ±



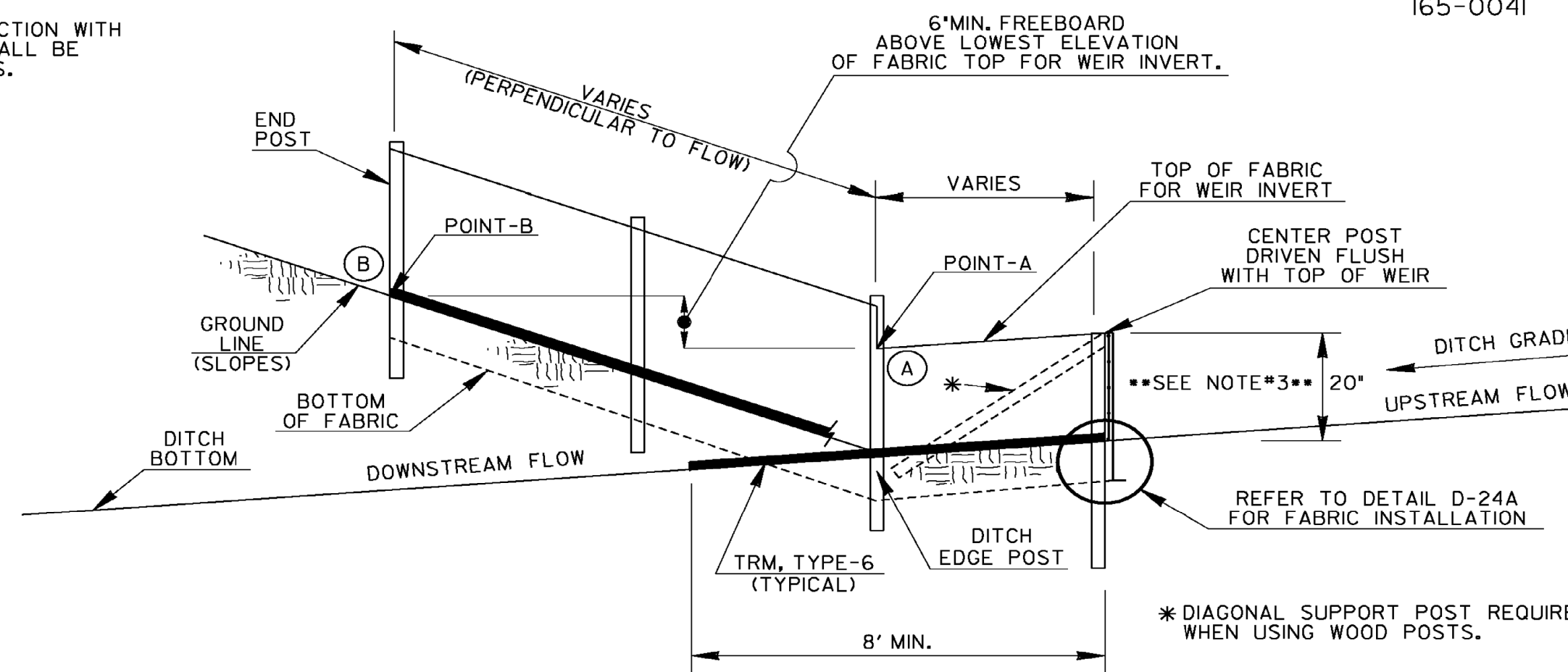
SECTION A-A

NOTE: CROSS-SECTION SHOWN IS AN EXAMPLE OF A TYPICAL CUT SECTION WITH A 4-FT FLAT BOTTOM DITCH. ACTUAL FABRIC CHECK DAMS SHALL BE INSTALLED SIMILARLY ACCORDING TO ROADWAY CROSS-SECTIONS.

TURF REINFORCEMENT MATTING ANCHOR



NOTE: TURF REINFORCEMENT MATTING SHALL BE ANCHORED WITH 8-GAUGE METAL STAPLES OR ROUND TOP ANCHORS. ANCHORS SHALL BE LONG ENOUGH TO PROVIDE SUFFICIENT GROUND PENETRATION TO RESIST PULL OUT.



NOTES:

- FABRIC CHECK DAMS MAY BE USED FOR FLOWS UP TO 2.0-CFS. A ROCK FILTER DAM SHALL BE USED AT THE DOWNSTREAM POINT FOR FLOWS GREATER THAN 2.0-CFS.
- FABRIC CHECK DAMS SHALL NOT BE PLACED WITHIN FLOWING STATE WATERS.
- FABRIC CHECK DAMS MAY BE USED IN DITCHES WITH DEPTHS AT LEAST 26-IN. IF DITCH DEPTH IS LESS THAN 26-IN, THE WEIR INVERT MAY BE LOWERED SLIGHTLY IN THE FIELD TO PROVIDE 6-IN MINIMUM FREEBOARD ABOVE POINT-A OR TO MATCH SPACING OF WIRE SUPPORT. THE WEIR HEIGHT SHALL BE NO LESS THAN 15-IN. THE DESIGNER SHALL CONSIDER OTHER APPROPRIATE BMPs FOR CONCENTRATED FLOW FOR DITCH DEPTHS LESS THAN 26-IN.
- THE FOLLOWING STEPS ARE RECOMMENDED FOR PROPER FABRIC CHECK DAM INSTALLATION:
 - DETERMINE DITCH CENTERLINE AND USE A LINE LEVEL OR OTHER MEANS TO FIND POINT-B WITHIN THE DITCH FORESLOPE AND BACKSLOPE TO PROVIDE 6-IN MINIMUM FREEBOARD ABOVE POINT-A.
 - CREATE TRENCH 6-IN BELOW DITCH GRADE TO FIT LAYOUT FROM STEP-A WITH MINIMAL SOIL DISTURBANCE.
 - LAYOUT TURF REINFORCEMENT MATTING (TRM), TYPE-6 TO PROVIDE PROTECTION A MINIMUM LENGTH OF 8-FT DOWNSTREAM OF CENTER POST TO FUNCTION AS A SPLASH PAD TO PREVENT SCOURING. ADDITIONAL NECESSARY TRM SHALL BE OVERLAPPED 3-FT. THE WIDTH SHALL BE THE DISTANCE BETWEEN POINT-B ON THE DITCH FORESLOPE AND POINT-B ON BACKSLOPE.
 - INSTALL FENCE POSTS THROUGH TRM WITHIN TRENCH. CENTER POST AND POSTS WITHIN WEIR AREA SHALL BE INSTALLED FLUSH WITH WEIR. CUT TRM WITHIN TRENCH FOLLOWING CHECK DAM LAYOUT AND SAVE UPSTREAM PORTION OF TRM FOR FURTHER USE.
 - PROPERLY INSTALL TYPE-C SILT FENCE. TRENCH BACKFILL SHALL BE COMPACTED WITH A HAND TAMPER, JUMPING JACK COMPACTOR, OR PLATE COMPACTOR TO PREVENT UNDERMINING.
 - INSTALL PREVIOUSLY CUT TRM FROM STEP-D UPSTREAM AGAINST CHECK DAM. INSTALLING UPSTREAM AND DOWNSTREAM TRM ACCORDING TO DETAIL D-35 FOR THIS TEMPORARY APPLICATION IS NOT REQUIRED. HOWEVER, TRM SHALL HAVE PROPER CONTACT WITH GROUND SURFACE, ANCHORED 6-IN MAXIMUM SPACING ALONG THE EDGES, AND ADEQUATELY WITHIN THE MATTED AREA.
- TEMPORARY INSTALLATION OF TRM WITH FABRIC CHECK DAMS SHALL BE INCLUDED IN THE LINEAR COST OF THE CONSTRUCTION, REMOVAL, AND MAINTENANCE OF EACH FABRIC CHECK DAM. NO ADDITIONAL PAYMENT WILL BE MADE.

PAY ITEMS:

- 163-0528 CONSTRUCT & REMOVE FABRIC CHECK DAM, TYPE-C SILT FENCE (LF)
- 165-0041 MAINTENANCE OF CHECK DAMS - ALL TYPES (LF)

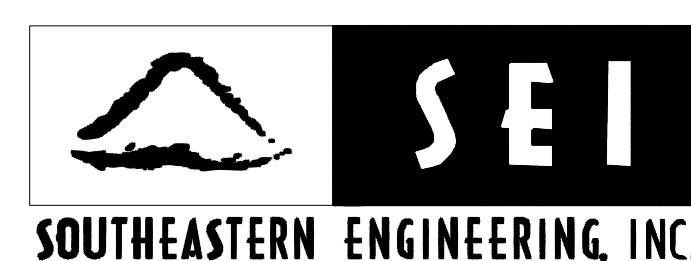
DATE		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
REVISION		CONSTRUCTION DETAILS TEMPORARY SILT FENCE FABRIC CHECK DAM	
BY		NO SCALE REV. AND REDRAWN, JULY 2015	
		NUMBER D-24D (SHEET 4 OF 4)	

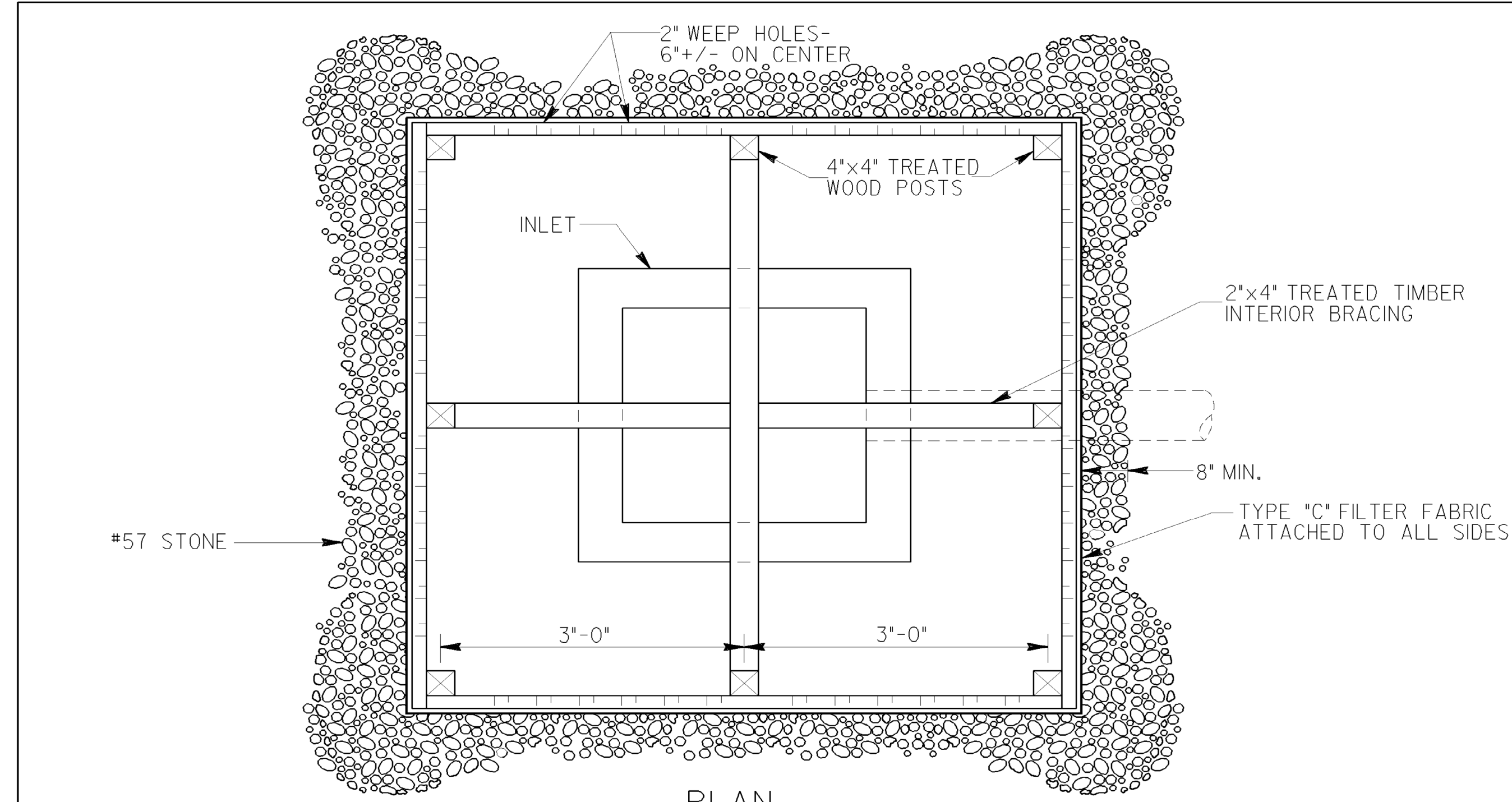
REVISION DATES

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
OFFICE:

**EROSION CONTROL
CONSTRUCTION DETAILS**

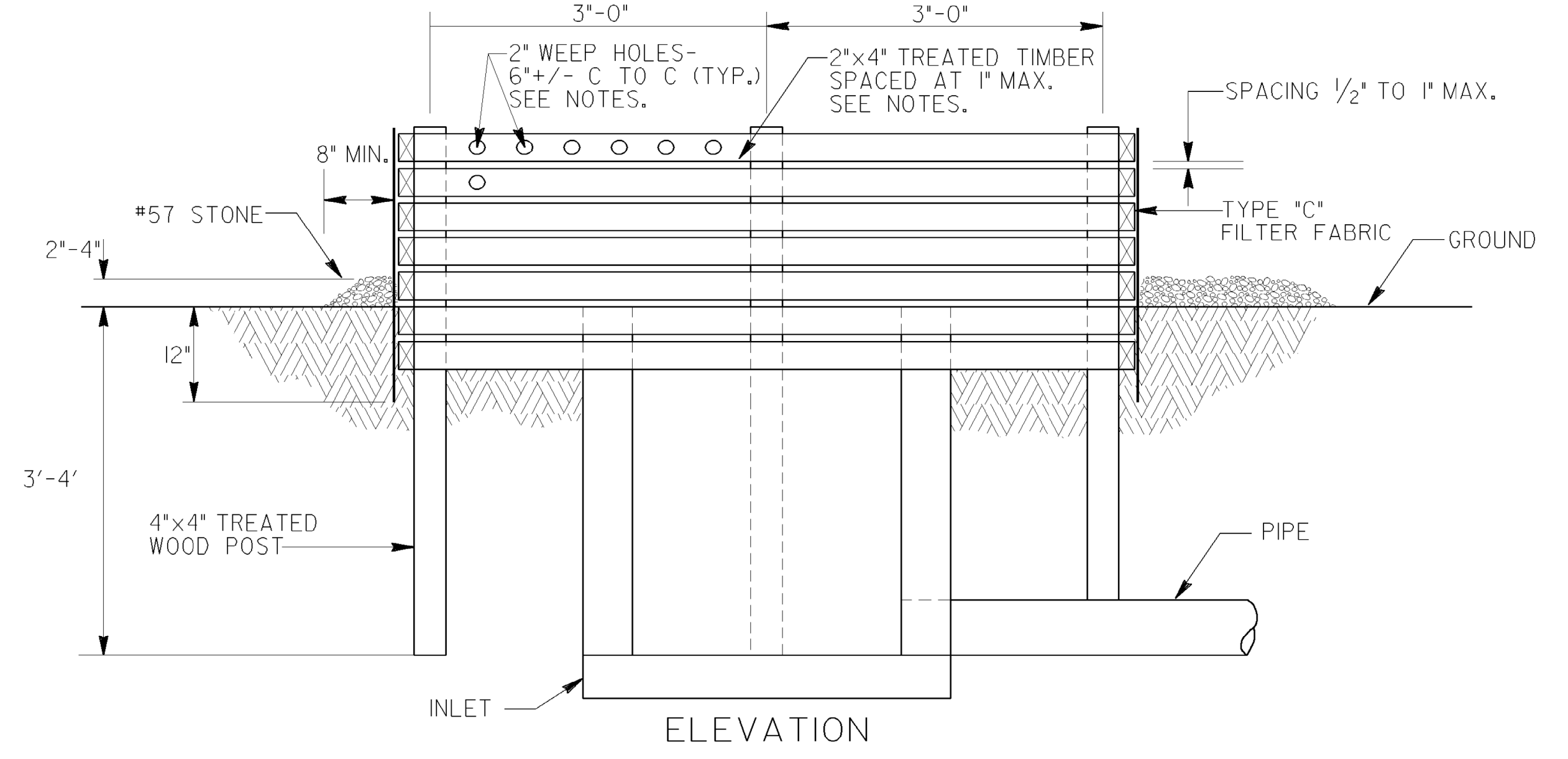
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56-0004



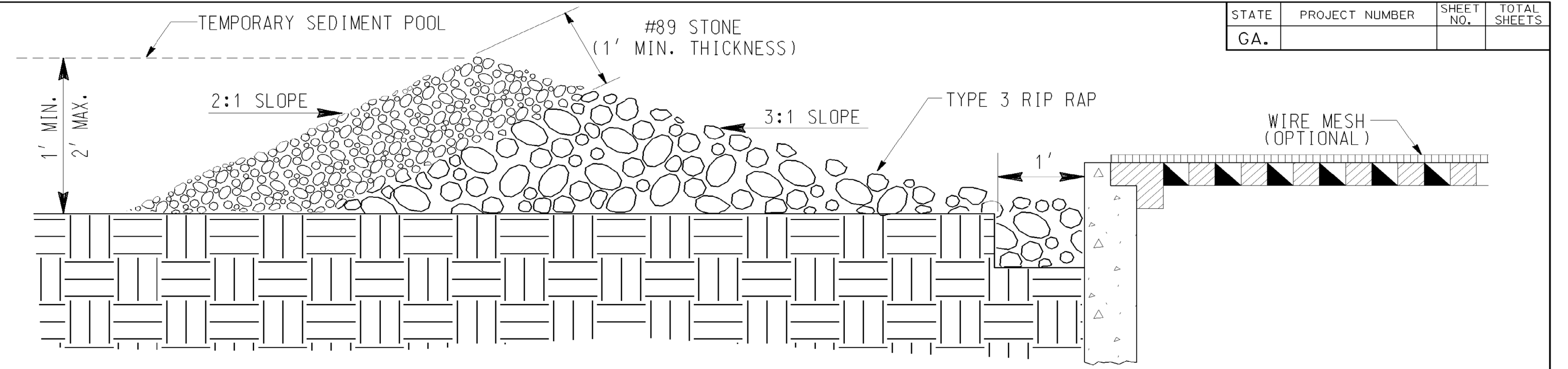


PLAN

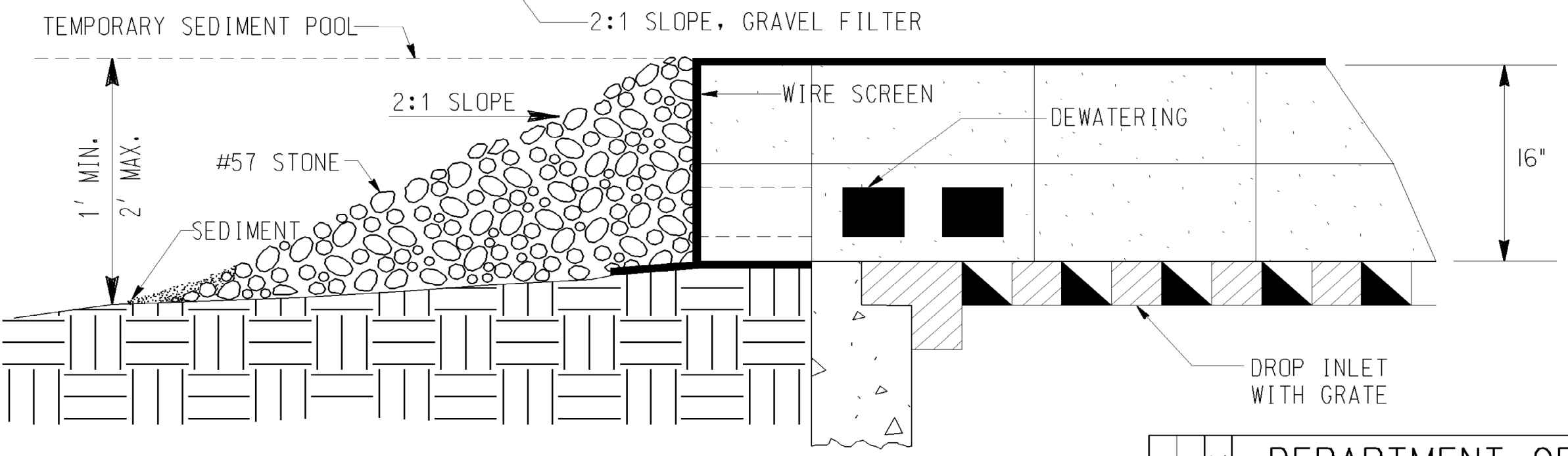
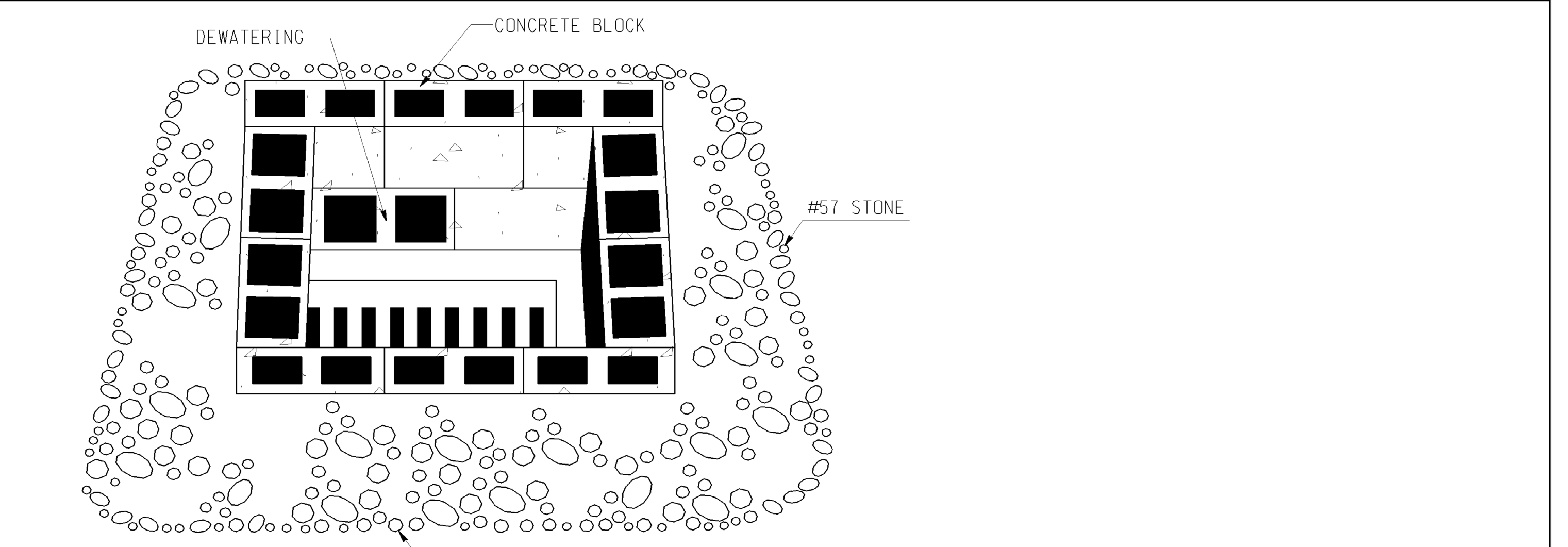
NOTES:
 BAFFLE BOX SHALL BE CONSTRUCTED OF 2"x4" TREATED TIMBER SPACED A MAXIMUM OF 1' APART OR OF PLYWOOD WITH WEEP HOLES 2" IN DIAMETER PLACED APPROXIMATELY 6" ON CENTER VERTICALLY AND HORIZONTALLY.
 GRAVEL SHALL BE PLACED OUTSIDE THE BOX, ALL AROUND THE INLET, TO A DEPTH OF 2 TO 4 INCHES. THE ENTIRE BOX SHALL BE WRAPPED IN TYPE "C" FILTER FABRIC THAT SHALL BE ENTRENCHED 12 INCHES AND BACKFILLED.



BAFFLE BOX (Sd2-B)



GRAVEL DROP INLET PROTECTION (GRAVEL DONUT) Sd2-G

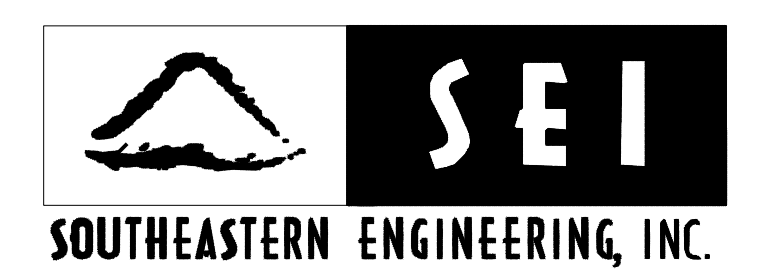


BLOCK & GRAVEL DROP INLET PROTECTION (Sd2-Bg)

BASIS OF PAYMENT:
 CONSTRUCT AND REMOVE INLET SEDIMENT TRAP _____ EACH

DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA
REVISION	CONSTRUCTION DETAIL INLET SEDIMENT TRAPS BAFFLE BOX Sd2-B BLOCK AND GRAVEL DROP INLET PROTECTION Sd2-Bg GRAVEL DROP INLET PROTECTION Sd2-G NO SCALE MAY 2008
BY	NUMBER D-42

5/7/2008 2:51:42 PM \\S001-DSM1\BPL01502\Fig_11\Fig_001.dwg T:\BARI\Draw\04-42\04-42.dwg



REVISION	DATE

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 OFFICE:
**EROSION CONTROL
 CONSTRUCTION DETAILS**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11/18/2019

Agenda Item: Purchase Order- Oldcastle Precast Box Culvert Materials-
Crown Creek Crossing Project

Department: Public Works

Requested By: Megan Elliott

**Reviewed/Approved
by City Attorney?** Yes

Cost: \$60,500.00 (lump sum)

**Funding Source if Not
in Budget** 2015 SPLOST - Crown Mill Drainage Project

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

This purchase order for the precast box culvert material from Oldcastle Precast is for the required materials needed for our Public Works, in-house, forces to complete the Crown Creek Crossing Project.

Three (3) quotes were received for the material pricing, and Oldcastle Precast was the lowest qualified quote in the amount of \$60,500.00.

The Finance Department has created a charge account (#320110-039990-SP168) to fund this project.

PUBLIC WORKS DEPARTMENT
ANDREW PARKER, DIRECTOR
 aparker@daltonga.gov

P.O. Box 1205
 Dalton, GA 30722-1205
 Office: (706) 278-7077
 FAX: (706) 278-1847



DENNIS MOCK, MAYOR

CITY COUNCIL MEMBERS
 GARY CREWS
 TYREE GOODLETT
 ANNALEE HARLAN
 DENISE WOOD

PURCHASE ORDER
Purchase Order # 32019048

Billing Address

City of Dalton
Attn: Public Works Department
 P.O. Box 1205
 Dalton, GA 30722-1205

Shipping Address

City of Dalton
Attn: Public Works Department
 535 N. Elm Street
 Dalton, GA 30721

Point of Contact: Megan Elliott
 706-278-7077
melliott@daltonga.gov

TO: Oldcastle Precast

Date: 11-18-2019

Point of Contact: Ron Sharp

QTY		DESCRIPTION	PRICE	AMOUNT
84	A	7' Span X 8' Ft Rise ASTM C1577 Box Culvert	\$624.17	\$52,430.00
9	B	1" X 10" BUTYL Mastic	\$ 80.00	\$ 720.00
7	C	Estimated Freight (delivery on flat bed)	\$600.00	\$ 4,200.00
1	D	Stamped Engineered Design	\$750.00	\$ 750.00
4	E	Custom Parapet Doweled into End Sections	\$600.00	\$ 2,400.00
			TOTAL DUE	\$60,500.00

Authorized By

Date

Purchase order number must appear on all forms relating to this order

Customer: CITY OF DALTON PUBLIC WORKS



Job: CROWN CREEK CROSSING

Location: DALTON, GA

Salesperson: Ron Sharp
770-658-9912
ron.sharp@oldcastle.com

Date: 8/27/2019

Box Culvert Pricing Summary

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	EXT COST	Running Total
A	8 FT SPAN x 7 FT RISE ASTM C1577 BOX CULVERT	84	LF	\$624.17	\$52,430.00	\$52,430.00
B	1" x 10' BUTYL MASTIC	9	BOX	\$80.00	\$720.00	\$53,150.00
C	ESTIMATED FREIGHT(DELIVERY ON A FLAT BED)	7	EA	\$600.00	\$4,200.00	\$57,350.00
D	STAMPED ENGINEERED DESIGN	1	LS	\$750.00	\$750.00	\$58,100.00

BOX CULVERT ONLY TOTAL: \$57,350.00

ADDITIONAL MATERIALS (OPTIONAL)

E	CUSTOM PARAPET DOWELED INTO END SECTIONS	4	EA	\$600.00	\$2,400.00	\$59,750.00
---	--	---	----	----------	------------	-------------

ESTIMATED JOB TOTAL: \$59,750.00

CONDITIONS:

1. STAMPED DESIGN CALCULATIONS TO BE PROVIDED FOR APPROVAL.
2. CONFORMS TO ASTM C1577/1786. (1' OF FILL)
3. PRICE GOOD FOR 60 DAYS.
4. APPROVED SUBMITTALS AND RELEASE BY CONTRACTOR REQUIRED PRIOR TO START OF PRODUCTION.
5. PRODUCT TO BE INVOICED AFTER COMPLETED PRODUCTION; TERMS NET 30 DAYS.
6. PRODUCT MUST SHIP WITHIN 30 DAYS OF COMPLETED PRODUCTION; OTHERWISE, 1.5% STORAGE CHARGES WILL BE ADDED PER MONTH.
7. PRICE DOES NOT INCLUDE TAX.
8. LIFTING DEVICES NOT INCLUDED IN QUOTE.
9. JOB IS WITHIN 100 MILES OF NEWNAN PLANT. NO FUEL SURCHARGES.

WEIGHTS: 1.78 TONS / FT
10.70 TONS / 6' BOX CULVERT SECTION

NOTES:

1. STANDARD BOX CULVERT SECTION IS 6 FEET LONG.
2. NO HOLE PENETRATIONS, UNLESS NOTED OTHERWISE ABOVE.
3. NO ADAPTERS, UNLESS NOTED OTHERWISE ABOVE.
4. CONTRACTOR TO UNLOAD, LIFTING DEVICES NOT PROVIDED.
5. NO WINGWALLS QUOTED OR PROVIDED.

The City of Dalton Public Works is seeking formal quotes for a double precast box culvert with a precast headwall that attaches the two (2) culvert sections. Our clear stream opening is 16'-6" from the face of retaining wall to the face of retaining wall (each retaining wall has a wall thickness of 8"). The goal is to maximize the clear opening without the outermost walls of the box culverts (nearest to the existing retaining walls) encroaching significantly into the stream channel. The measurement of the stream bed to the top of the existing headwall (to be removed) is 8'-8". We need each box section to be minimum of 40 LF (can be up to 42 LF).

We would also like to have an alternate quote for an additional parapet attachment for the headwall.

All products proposed for use shall be designed with vehicular and truck traffic loading and shop drawings should be stamped by a P.E.

	<u>Supplier Name</u>	<u>Base Bid Materials Quote</u>	<u>Alternate for Additional Materials Quote</u>	<u>Combined Total</u>
1	Oldcastle	\$58,100.00	\$2,400.00	\$60,500.00
2	Vanhooseco	\$70,186.19	\$15,251.80	\$85,437.99
3	Barger Precast	\$39,926.04	N/A	\$39,926.04 *QUOTE DID NOT MEET REQUIREMENTS



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: November 18, 2019
Agenda Item: Navigation Aid Maintenance Contract
Department: Airport
Requested By: Andrew Wiersma
Reviewed/Approved by City Attorney? Yes
Cost: \$19,800/yr
Funding Source if Not in Budget N/A

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

Renewal of annual contract for required maintenance on our navigational aids at the airport. The Airport Authority has chosen to switch to a different maintenance company who they feel can better serve our maintenance needs.

AIRPORT EQUIPMENT MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into on _____, 2019 by and between Charles M. Angley d/b/a AeroNAV Maintenance (the "Service Company"), whose address is 96 River Ridge Dr, Hawkinsville, Ga 31036 and the City of Dalton, A Georgia municipal corporation (the "Customer"), whose address is PO Box 1205 Dalton, GA 30721.

WHEREAS, Service Company is a company engaged in the business of servicing and maintaining NAVAIDS and Weather Observation Equipment and is willing to provide such services to Customer as per the terms herein.

WHEREAS, Customer desires to have the Service Company furnish Preventive and Corrective Maintenance in Accordance with FAA Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

Service Company shall maintain and service the following list of equipment (the "Equipment"):

- a. Localizer
- b. Glideslope
- c. AWOS
- d. MALSR
- e. PAPI

and keep the Equipment in good working order. Service Company shall provide scheduled preventive maintenance during any hours that the airport is open. The service schedule shall be based on the specific needs of the Equipment as determined by Service Company. In addition, Service Company shall provide unscheduled remedial maintenance ("ON CALL SERVICES") as and when needed upon the request of Customer. Payment for unscheduled maintenance is described in Section 2.

Replacement Parts and accessories shall be billed to The City of Dalton – Dalton Municipal Airport at cost.

Scheduled maintenance shall include the following preventive maintenance schedule as determined by applicable FAA regulations:

- a. Monthly
- b. Quarterly
- c. Semi-Annual
- d. Annual
- e. FAA Flight Inspections
- f. FAA Non-Fed inspections

2. Additional Services

Scheduled Preventative Maintenance shall not include Unscheduled outages or the installation or relocation of new or replacement equipment or maintenance on large subsystems such as antennas or antenna cables or distribution systems. If any maintenance requires the use of manlifts, cranes or any heavy equipment, the cost will be included in the invoice. Additional Services fee shall apply to FAA Flight Inspections scheduling delays and FAA Non-Fed coordinator annual inspections. If the Customer authorizes the services described in this provision, and if the Service Company agrees to perform them, an additional reasonable charge of \$400.00 per day shall be made for these services.

3. Trained Employees

Trained personnel directly employed and supervised by the Service Company shall perform all services required by the terms of this Contract. The Service Company agrees that each of its employees shall be properly qualified and shall use reasonable care in the performance of his or her duties. Technicians shall possess training and certifications required by applicable FAA regulations.

4. Contract Price

The Customer shall pay the Service Company at the rate of \$1,650 monthly for the Maintenance Services provided for in this Contract during the term of said Contract.

5. Term of Contract

The term of this Contract shall commence on the date of execution of this Contract and shall continue in full force and effect for a period of twelve months. Said

contract shall renew annually for additional twelve month terms for a maximum of five terms unless either party provides 30 days written notice of cancellation to the other party

6. Miscellaneous Provisions

- (a) **Applicable Law:** This Contract shall be construed under and in accordance with the laws of the Georgia, and all obligations of the parties created under this Contract are performable in Whitfield County, Georgia.
- (b) **Venue:** The exclusive venue for any action arising out of this Contract shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all jurisdictional defenses pertaining to such venue.
- (c) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.
- (d) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (e) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- (f) **Amendments.** This Contract may be amended by the parties only by a written Contract.
- (g) **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.
- (h) **Liability Insurance:** The Service Company shall secure and maintain such insurance as will protect it and the Customer from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. In addition, the Service Company shall secure and maintain General Commercial Liability coverage with policy limits of not less than one million dollars (\$1,000,000.00). Said policies of insurance shall include

the Customer as additional insured. Service Company shall maintain said insurance coverage through the term of this contract and for a period of two years following the termination of this contract. Said insurance coverage shall include an endorsement providing that Customer shall receive notice of any cancellation of coverage no less than thirty (30) days prior to its effective date. Said coverage shall be written on such policy forms as are acceptable to Customer. Said coverage shall be underwritten by such insurance companies as are acceptable to Customer.

8. Signatures

This Contract shall be signed on behalf of AeroNAV Maintenance by Charles M. Angley, its President, and on behalf of the City of Dalton by Mayor Dennis Mock.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

SERVICE COMPANY:

CITY OF DALTON

Charles M. Angley d/b/a
AeroNAV Maintenance

By: _____
MAYOR DENNIS MOCK

By: _____
CHARLES M ANGLEY, Owner

ATTEST:

ATTEST:

CLERK

WITNESS/SECRETARY



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 18, 2019

Agenda Item: Review of 5 year GDOT CIP plan for Dalton Municipal Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: N/A

Funding Source if Not in Budget N/A

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

Requesting approval of our annual update to the GDOT 5 year Capital Improvement Plan at the Airport. Put together by Croy Engineering, the plan outlines future projects which we will request federal, state and local funds for at 90%,5%,5% funding respectively.



Engineers
Planners
Surveyors

Croy Engineering, LLC
200 North Cobb Parkway
Building 400, Suite 413
Marietta, Georgia 30062

Phone: 770.971.5407
Fax: 770.971.0620

www.croyengineering.com

November 13, 2019

Mr. Dennis Mock, Mayor
City of Dalton
P. O. Box 1205
Dalton, Georgia 30720

**RE: Dalton Municipal Airport
FY 2021 CIP**

Dear Mayor Mock:

Enclosed is the FY 2021 CIP, Program Narrative, Pre-Application Form for Federal Assistance (Form SF-424), and the Application for State Assistance (including Request for Aid Sketches), for your review and signing.

Please sign all copies where indicated and forward an electronic signed PDF to Croy Engineering for our files and uploading, retain one (1) copy for your files. Please also send a signed electronic copy to Joseph Robinson, Aviation Planning Manager, GDOT, Division of Intermodal, 600 West Peachtree Street NW, 2nd Floor, Atlanta, GA 30308, at jrobinson@dot.ga.gov. We have included a sample letter to Joseph for your use.

The Georgia Department of Transportation (GDOT) is requiring that the CIP and application be submitted electronically in the Aviation System Manager (ASM). Only the project sponsor may obtain an account and password for the ASM and you must register on-line at the GDOT web-site to obtain these items. You should have already received an email with instructions from Steve Brian. If you have not already done so, go ahead and request a new account at this time. You will receive two separate emails with the account information and password.

Once you have signed the application and obtained the GDOT account and password, you may submit the application electronically or provide the account information and password to Croy Engineering for submittal on your behalf. If Croy will be performing this work, please send us your account and login information as soon as possible.

The CIP and application must be submitted electronically in the GDOT ASM no later than November 22, 2019. If you have any questions, please feel free to contact us at (770) 971-5407.

Sincerely,

Katie Eleam, Project Manager
Encls.

CC: Frank Meyer, GDOT, w/ enclosures
Project File 1207.00

**Suggested letter to GDOT
Airport Authority Letterhead**

Date

Mr. Joseph Robinson, Aviation Planning Manager
GDOT – Division of Intermodal
600 West Peachtree Street NW, 2nd Floor
Atlanta, GA 30308

**RE: Franklin-Hart County Airport
Canon, Georgia
FY 2021 CIP & Pre-application Package**

Dear Mr. Robinson:

Please find enclosed one (1) copy of our FY 2021-2025 Capital Improvement Program (CIP), Program Narrative, Application Form for Federal Assistance (Form SF-424), and Application for State Assistance (including Request for Aid Sketches). No Categorical Exclusion Checklist for the FY 2021 CIP update is included at this time, however, they will be required at the time of funding.

If you have any questions, or if you require any additional information, please feel free to contact me at (229) 928-4876 or Katie Eleam of Croy Engineering at (770) 971-5407

Sincerely,

FRANKLIN-HART COUNTY AIRPORT AUTHORITY

Eddie Addison, Chairman
Encls.

CC: Frank Meyer, with e-mail enclosures
Katie Eleam, with e-mail enclosures

**DALTON MUNICIPAL AIRPORT (DNN)
DALTON, GA
FY2021-2025 CIP**

11/11/2019
10:57 AM

FY		PROGRAM DESCRIPTION	TOTAL COST	FEDERAL COST	STATE COST	LOCAL COST
2021	1.	LAND ACQUISITION - PHASE I (EASEMENT) RPZ APPROACH RUNWAY 32 INCLUDING SURVEY, APPRAISAL, AND OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	APRON OVERLAY/REHABILITATION PHASE 2	\$ 1,270,000	\$ 1,143,000	\$ 63,500	\$ 63,500
	3a.	NEW T-HANGAR APRON (TO INCLUDE GRADE WORK, BASE, AND ASPHALT)	\$ 320,000	\$ 288,000	\$ 16,000	\$ 16,000
	3b.	DESIGN AND CONSTRUCT 8 UNIT T-HANGAR AND 2 CORPORATE HANGARS	\$ 746,000	\$ -	\$ -	\$ 746,000
	TOTAL, FY 2021			\$ 2,636,000	\$ 1,701,000	\$ 94,500
2022	1.	PHASE I - RPZ APPROACH RUNWAY 32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	LAND ACQUISITION - PHASE II (FEE/EASEMENT) RPZ APPROACH RUNWAY 32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	3.	REPLACE AWOS*	\$ 130,000	\$ 117,000	\$ 6,500	\$ 6,500
	4.	DESIGN RUNWAY 14-32 AND PARALLEL TAXIWAY REHABILITATION INCLUDING TAXIWAY EGRESS	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	TOTAL, FY 2022			\$ 1,030,000	\$ 927,000	\$ 51,500
2023	1.	PHASE II - RPZ APPROACH RUNWAY 14/32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	LAND ACQUISITION - PHASE III (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	3a.	ROTATING BEACON UPGRADE	\$ 10,000	\$ 9,000	\$ 500	\$ 500
	3b.	RUNWAY 14-32 AND PARALLEL TAXIWAY REHABILITATION INCLUDING TAXIWAY EGRESS	\$ 2,500,000	\$ 2,250,000	\$ 125,000	\$ 125,000
	4.	DBE PLAN UPDATE	\$ 12,000	\$ 10,800	\$ 600	\$ 600
TOTAL, FY 2023			\$ 3,122,000	\$ 2,809,800	\$ 156,100	\$ 156,100
2024	1.	PHASE III - RPZ APPROACH RUNWAY 14/32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	2.	LAND ACQUISITION - PHASE IV (FEE/EASEMENT) RPZ APPROACH RUNWAY 14/32 INCLUDING OBSTRUCTION REMOVAL DESIGN	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
	3a.	NEW T-HANGAR APRON (TO INCLUDE GRADE WORK, BASE, AND ASPHALT)	\$ 320,000	\$ 288,000	\$ 16,000	\$ 16,000
	3b.	DESIGN AND CONSTRUCT 8 UNIT T-HANGAR AND 2 CORPORATE HANGARS	\$ 746,000	\$ -	\$ -	\$ 746,000
	TOTAL, FY 2024			\$ 1,666,000	\$ 828,000	\$ 46,000
2025	1.	PHASE IV - RPZ APPROACH RUNWAY 14/32 OBSTRUCTION REMOVAL	\$ 300,000	\$ 270,000	\$ 15,000	\$ 15,000
		T-HANGAR AND CORPORATE HANGAR TAXILANE/APRON REHABILITATION DESIGN	\$ 100,000	\$ 90,000	\$ 5,000	\$ 4,500
	TOTAL, FY 2025			\$ 400,000	\$ 360,000	\$ 20,000
TOTAL, FY 2021-2025			\$ 8,854,000	\$ 6,625,800	\$ 368,100	\$ 1,859,600

*Airport would accept AWOS replacement as state project (75/25) if funds are available.

Approved by: _____

Dennis Mock, Mayor
City of Dalton

To be received by 22 November, 2019 at:
Georgia Department of Transportation-Aviation Programs
600 W. Peachtree St NW, 6th floor
Atlanta, Georgia 30308

**PROGRAM NARRATIVE
DALTON MUNICIPAL AIRPORT
DALTON, GA**

Fiscal Year 2021

1. LAND ACQUISITION - PHASE I (EASEMENT) RPZ APPROACH RUNWAY 32 INCLUDING SURVEY, APPRAISAL, AND OBSTRUCTION REMOVAL DESIGN

The proposed action would provide funding to acquire easements on the approach end of Runway 32 and remove obstructions. This includes surveys, appraisals, and the design of the obstruction removal.

Cost Summary

1. Land Acquisition – Phase I (Easement) RPZ Approach Runway 32 Including Survey, Appraisal, and Obstruction Removal Design		
Federal Cost		\$ 270,000
State Cost		\$ 15,000
Local Cost		\$ 15,000
Total Cost		\$ 300,000

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

11/22/2019

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Dalton

* b. Employer/Taxpayer Identification Number (EIN/TIN):

58-6000557

* c. Organizational DUNS:

0758692300000

d. Address:

* Street1:

300 West Waugh St.

Street2:

* City:

Dalton

County/Parish:

Whitfield

* State:

GA: Georgia

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

30722

e. Organizational Unit:

Department Name:

Dalton Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Dennis

Middle Name:

* Last Name:

Mock

Suffix:

Title:

Mayor

Organizational Affiliation:

Dalton Airport Board

* Telephone Number:

706-226-1534

Fax Number:

* Email:

kwitherow@cityofd Dalton-ga.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Land Acquisition - Phase 1 (Easement) RPZ Approach Runway 32 Including Survey, Appraisal, and Obstruction Removal Design

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="270,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="15,000.00"/>
* d. Local	<input type="text" value="15,000.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="300,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for State Assistance

Date Submitted: November 22, 2019	Date Received By State:
1. APPLICANT INFORMATION	
A. Name of Airport Dalton Municipal Airport	
B. Name and Address of Applicant: City of Dalton/Dalton Municipal Airport 300 West Waugh St. Dalton, GA 30722 Telephone: (70) 226-1534	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Dennis Mock, Mayor Telephone: (706) 226-1534
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> Land Acquisition - Phase 1 (Easement) RPZ Approach Runway 32 Including Survey, Appraisal, and Obstruction Removal Design.	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate sheet if more space is needed.</i> The proposed action would provide funding to acquire easements on the approach end of Runway 32 and remove obstructions. This includes surveys, appraisals, and the design of the obstruction removal.	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$300,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
The applicant by signature, hereby certifies as follows:	
A. PLANNING COMPLIANCE – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet)	
B. CERTIFICATE OF OWNERSHIP – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet)	
C. LICENSING COMPLIANCE – The airport shall be maintained in compliance with applicable State licensing criteria.	
D. PROJECT DESIGN – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project.	
E. PUBLIC USE – All elements of the work in the project will be for public use.	
F. PROJECT MAINTENANCE – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State.	
G. FUNDS – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project.	
H. APPLICATION AUTHORITY – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application.	
_____ SIGNATURE OF APPLICANT	Mayor _____ TITLE OF APPLICANT

**PROGRAM NARRATIVE
DALTON MUNICIPAL AIRPORT
DALTON, GA**

Fiscal Year 2021

2. APRON OVERLAY/REHABILITATION PHASE 2

The proposed action would provide funding to rehabilitate the terminal apron. This project is already designed.

Cost Summary

2. Land Acquisition – Phase I (Easement) RPZ Approach Runway 32 Including Survey, Appraisal, and Obstruction Removal Design	Federal Cost	\$ 1,143,000
	State Cost	\$ 63,500
	Local Cost	\$ 63,500
	Total Cost	\$ 1,270,000

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

11/22/2019

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

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8. APPLICANT INFORMATION:

* a. Legal Name:

City of Dalton

* b. Employer/Taxpayer Identification Number (EIN/TIN):

58-6000557

* c. Organizational DUNS:

0758692300000

d. Address:

* Street1:

300 West Waugh St.

Street2:

* City:

Dalton

County/Parish:

Whitfield

* State:

GA: Georgia

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

30722

e. Organizational Unit:

Department Name:

Dalton Municipal Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Dennis

Middle Name:

* Last Name:

Mock

Suffix:

Title:

Mayor

Organizational Affiliation:

Dalton Airport Board

* Telephone Number:

706-226-1534

Fax Number:

* Email:

kwitherow@cityofdaltonga.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Apron Overlay/Rehabilitation Phase 2

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="1,143,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="63,500.00"/>
* d. Local	<input type="text" value="63,500.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="1,270,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for State Assistance

Date Submitted: November 22, 2019	Date Received By State:
1. APPLICANT INFORMATION	
A. Name of Airport Dalton Municipal Airport	
B. Name and Address of Applicant: City of Dalton/Dalton Municipal Airport 300 West Waugh St. Dalton, GA 30722 Telephone: (70) 226-1534	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Dennis Mock, Mayor Telephone: (706) 226-1534
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> The proposed action would provide funding to rehabilitate the terminal apron. This project is already designed.	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate sheet if more space is needed.</i> Apron Overlay/Rehabilitation Phase 2	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$1,270,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
The applicant by signature, hereby certifies as follows:	
A. <i>PLANNING COMPLIANCE</i> – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet)	
B. <i>CERTIFICATE OF OWNERSHIP</i> – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet)	
C. <i>LICENSING COMPLIANCE</i> – The airport shall be maintained in compliance with applicable State licensing criteria.	
D. <i>PROJECT DESIGN</i> – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project.	
E. <i>PUBLIC USE</i> – All elements of the work in the project will be for public use.	
F. <i>PROJECT MAINTENANCE</i> – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State.	
G. <i>FUNDS</i> – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project.	
H. <i>APPLICATION AUTHORITY</i> – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application.	
_____ SIGNATURE OF APPLICANT	Mayor _____ TITLE OF APPLICANT

**PROGRAM NARRATIVE
DALTON MUNICIPAL AIRPORT
DALTON, GA**

Fiscal Year 2021

3a. NEW T-HANGAR APRON (TO INCLUDE GRADE WORK, BASE, AND ASPHALT)

The proposed action would provide funding to construct a new t-hangar apron. This project includes the grade work, base, and asphalt.

Cost Summary

3a. New T-Hangar Apron (To Include Grade Work, Base, and Asphalt)		
	Federal Cost	\$ 288,000
	State Cost	\$ 16,000
	Local Cost	\$ 16,000
Total Cost		\$ 320,000

Application for Federal Assistance SF-424

* 1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="11/22/2019"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="58-6000557"/>	* c. Organizational DUNS: <input type="text" value="0758692300000"/>
--	---

d. Address:

* Street1:
Street2:
* City:
County/Parish:
* State:
Province:
* Country:
* Zip / Postal Code:

e. Organizational Unit:

Department Name: <input type="text" value="Dalton Municipal Airport"/>	Division Name: <input type="text"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

Title:

Organizational Affiliation:

* Telephone Number: Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

New T-Hangar Apron (To include Grade Work, Base, and Asphalt)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="288,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="16,000.00"/>
* d. Local	<input type="text" value="16,000.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="320,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

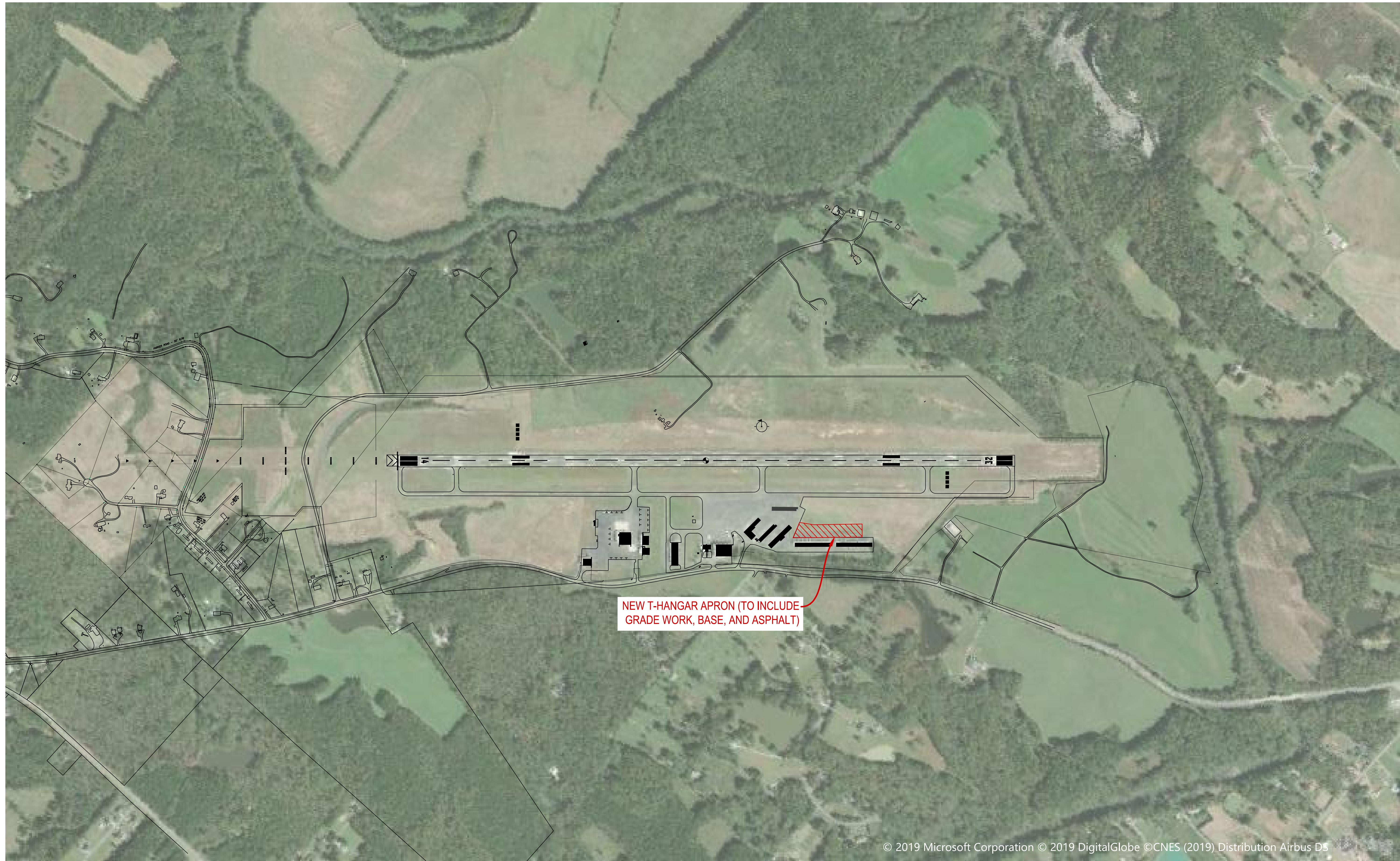
* Email:

* Signature of Authorized Representative:

* Date Signed:

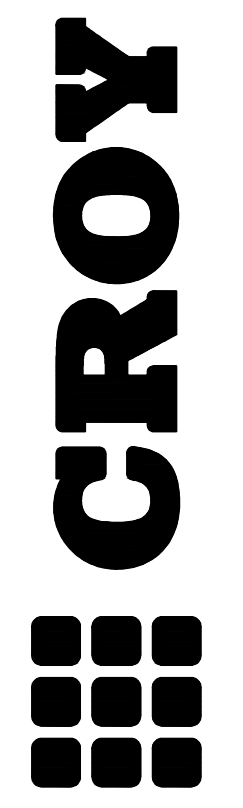
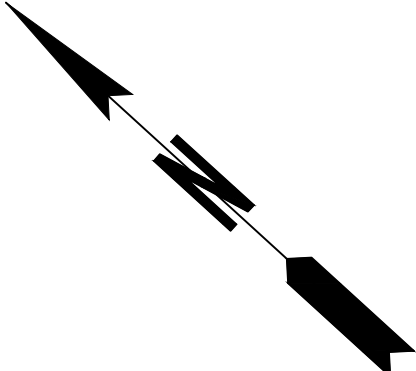
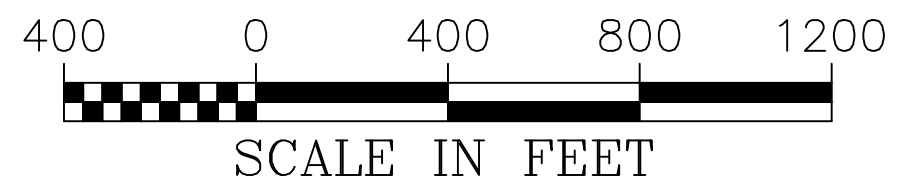
Application for State Assistance

Date Submitted: November 22, 2019	Date Received By State:
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B. Name and Address of Applicant: City of Dalton/Dalton Municipal Airport 300 West Waugh St. Dalton, GA 30722 Telephone: (70) 226-1534	C. Name and Address of Contact Person <i>If different from 1.B.</i> Mr. Dennis Mock, Mayor Telephone: (706) 226-1534
2. PROJECT INFORMATION	
A. Description of applicant's project: <i>Attach sketch if possible.</i> New T-Hangar Apron (To Include Grade Work, Base, and Asphalt)	
B. Project justification: <i>Explain why project is needed. If safety related, explain. Attach separate sheet if more space is needed.</i> The proposed action would provide funding to construct a new T-Hangar apron. This project includes the grade work, base, and asphalt.	
C. Will the project have the potential to enhance economic development in the area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, explain. Attach separate sheet if more space is needed.</i>	
D. Estimated total cost of project: \$1,270,000	E. Desired start date: As Soon As Possible
3. CERTIFICATION	
The applicant by signature, hereby certifies as follows:	
A. PLANNING COMPLIANCE – All elements of work in the project conform to the current Airport Layout Plan except as follows: (attach separate sheet)	
B. CERTIFICATE OF OWNERSHIP – The applicant is the owner of fee simple title to the land whereon the actual construction of the project is performed and further that this certification is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the applicant holds such property interest except as follows: (attach separate sheet)	
C. LICENSING COMPLIANCE – The airport shall be maintained in compliance with applicable State licensing criteria.	
D. PROJECT DESIGN – The applicant will accomplish, except where provided by the State, the required plans and specifications necessary to accomplish the project.	
E. PUBLIC USE – All elements of the work in the project will be for public use.	
F. PROJECT MAINTENANCE – The applicant shall maintain the facility constructed by the project throughout its normal useful life as determined by the State.	
G. FUNDS – The applicant's share of the costs for the project will be available as of the start date stated in item 2.E. above and covenants to disburse funds derived from the State solely in aid of the project.	
H. APPLICATION AUTHORITY – The applicant agrees that these covenants and grant application shall be binding on itself, successors, and assignees and further covenants that it has the legal authority to execute this grant application.	
_____ SIGNATURE OF APPLICANT	Mayor _____ TITLE OF APPLICANT



NEW T-HANGAR APRON (TO INCLUDE GRADE WORK, BASE, AND ASPHALT)

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1270 MARKET STREET
CHATTANOOGA, TN 37402
PHONE: (423) 708-5858

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DALTON MUNICIPAL AIRPORT
2021 CAPITAL IMPROVEMENT PLAN
DALTON, GEORGIA

NO.	REVISION REFERENCE	DATE

SEAL

NOT FOR CONSTRUCTION

SHEET TITLE
NEW T-HANGAR APRON

DRAWN BY TBA	CHECKED BY RDM
SCALE 1" = 400'	ISSUE DATE 11/11/2019

PROJECT NUMBER
2106
DRAWING NUMBER

EXH. 3A
SHEET 1 of 1

**PROGRAM NARRATIVE
DALTON MUNICIPAL AIRPORT
DALTON, GA**

Fiscal Year 2021

3b. DESIGN AND CONSTRUCT 8 UNIT T-HANGAR AND 2 CORPORATE HANGARS

The proposed action would provide funding to construct a new t-hangar apron. This project includes the grade work, base, and asphalt.

Cost Summary

3b. Design and Construct 8 Unit T-Hangar and 2 Corporate Hangars		
	Federal Cost	\$ 0
	State Cost	\$ 0
	Local Cost	\$ 746,000
	Total Cost	\$ 746,000



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-18-2019

Agenda Item: Resolution 19-17 - Election Results Certification

Department: City Clerk

Requested By: Gesse Cabrera

Reviewed/Approved by City Attorney? N/A

Cost: N/A

Funding Source if Not in Budget N/A

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

Certification of the Official General Election Results held on Nov 5, 2019.

RESOLUTION 19-17

CITY OF DALTON, WHITFIELD COUNTY, STATE OF GEORGIA

The Mayor and Council of the City of Dalton, Georgia in regular meeting duly assembled on Monday November 18, 2019, for the purpose of declaring the results of the City of Dalton Regular Election held on Tuesday, November 5, 2019 after consolidation of the returns of this election, do hereby declare the results of the same as follows:

FOR City Council Mayor:

Dennis Mockreceived 1392 votes.

David Pennington IIIreceived 1405 votes.

FOR City Council Ward 1:

Derek Matthew Waughreceived 2208 votes.

FOR City Council Ward 3:

Tyree Goodlettreceived 2164 votes.

FOR Dalton Board of Education (Fromm):

Jody McClurgreceived 2333 votes.

FOR Dalton Board of Education (Johnson):

John Tulley Johnsonreceived 2218 votes.

FOR Dalton Board of Education (Perez):

Pablo Perezreceived 752 votes.

Samuel L. Sandersreceived 1684 votes.

We declare **David Pennington III** as duly elected Mayor, **Derek M. Waugh** as duly elected Councilmember Ward 1, and **Tyree Goodlett** as duly elected Councilmember Ward 3, Council Members of the City of Dalton and;

Jody McClurg, **John T. Johnson**, and **Samuel L. Sanders** as duly elected Dalton Board of Education Members.

This the ____ day of _____, 2019.

Dennis Mock, Mayor

Denise Wood, Councilmember

Annalee Harlan, Councilmember

Gary Crews, Councilmember

Tyree Goodlett, Councilmember

Bernadette Chattam, CMC
City Clerk

Election Summary Report
Whitfield County
State of Georgia General Municipal Election
November 5, 2019
Summary For Muni 171 LRG Dalton, All Counters, All Races
CITY OF DALTON
OFFICIAL AND COMPLETE RESULTS

Date: 11/11/19
Time: 10:30:13
Page: 1 of 2

Registered Voters 14574 - Cards Cast 2829 19.41% Num. Report Precinct 10 - Num. Reporting 10 100.00%

Dalton Mayor						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	10	10	10	10	10	
Precincts Reporting	10	10	10	10	10	100.0 %
Times Counted (Reg. Voters 14574)	1954	57	810	8	2829	19.4 %
Total Votes	1934	56	807	8	2805	
D. MOCK (I)	959	27	403	3	1392	49.63%
D. PENNINGTON, III	967	29	404	5	1405	50.09%

Dalton Alderman-W1						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	10	10	10	10	10	
Precincts Reporting	10	10	10	10	10	100.0 %
Times Counted (Reg. Voters 14574)	1954	57	810	8	2829	19.4 %
Total Votes	1530	47	643	8	2228	
D. WAUGH	1518	47	635	8	2208	99.10%

Dalton Alderman-W3						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	10	10	10	10	10	
Precincts Reporting	10	10	10	10	10	100.0 %
Times Counted (Reg. Voters 14574)	1954	57	810	8	2829	19.4 %
Total Votes	1508	47	619	7	2181	
T. GOODLETT (I)	1496	46	615	7	2164	99.22%

Dalton BOE (Fromm)						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	10	10	10	10	10	
Precincts Reporting	10	10	10	10	10	100.0 %
Times Counted (Reg. Voters 14574)	1954	57	810	8	2829	19.4 %
Total Votes	1619	51	686	7	2363	
J. MCCLURG	1598	51	677	7	2333	98.73%

Dalton BOE (Johnson)						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	10	10	10	10	10	
Precincts Reporting	10	10	10	10	10	100.0 %
Times Counted (Reg. Voters 14574)	1954	57	810	8	2829	19.4 %
Total Votes	1547	50	634	7	2238	
J. JOHNSON (I)	1532	50	629	7	2218	99.11%

Election Summary Report
 Whitfield County
 State of Georgia General Municipal Election
 November 5, 2019
 Summary For Muni 171 LRG Dalton, All Counters, All Races
 CITY OF DALTON
 OFFICIAL AND COMPLETE RESULTS

Date: 11/11/19
 Time: 10:30:13
 Page: 2 of 2

Registered Voters 14574 - Cards Cast 2829 19.41% Num. Report Precinct 10 - Num. Reporting 10 100.00%

Dalton BOE (Perez)						
	Polling	ABM	AIP	PRO	Total	
Number of Precincts	10	10	10	10	10	
Precincts Reporting	10	10	10	10	10	100.0 %
Times Counted (Reg. Voters 14574)	1954	57	810	8	2829	19.4 %
Total Votes	1667	52	715	6	2440	
P. PEREZ (I)	551	11	187	3	752	30.82%
S. SANDERS	1113	41	527	3	1684	69.02%



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: November 18, 2019

Agenda Item: Resolution

Department: Human Resources

Requested By: Greg Batts

**Reviewed/Approved
by City Attorney?** Yes

Cost: Varies

**Funding Source if Not
in Budget** EnterSource

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

Ratification of decision by Mayor and Council to move the City's self-insured workers' compensation program to the GMA plan effective January 1, 2020

**CITY OF DALTON
RESOLUTION
Resolution No. 19-18**

**RESOLUTION AUTHORIZING MEMBERSHIP IN GMA WORKER’S COMPENSATION
SELF-INSURANCE FUND**

WHEREAS, Georgia Code O.C.G.A. §34-9-151 et seq. authorizes the City of Dalton to enroll in and participate in the Georgia Municipal Association Worker’s Compensation Self-Insurance Fund; and

WHEREAS, the Mayor and Council of the City of Dalton have determined that it is in the best interest of the City and the citizens therein to participate in said Fund; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Dalton, as follows:

Section 1. Pursuant to Title 34, Chapter 9, Article 5 of the Official Code of Georgia Annotated, the City of Dalton hereby agrees to become a member of the Georgia Municipal Association Worker’s Compensation Self-Insurance Fund established pursuant to said code.

Section 2. The City of Dalton hereby agrees to subscribe to and abide by the intrastate agreement, bylaws, and regulations of the Fund and rules and regulations of the Insurance Commissioner of the State of Georgia related to such Fund.

Section 3. The Mayor of the City of Dalton is hereby authorized to execute the application and any other documents necessary to enroll the City of Dalton as a member in said Fund.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval by the Mayor and Council of the City of Dalton.

ADOPTED AND APPROVED on the ____ day of _____, 20__, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Resolution received its first reading on _____. A motion for passage of the Resolution was made by Alderman _____, second by Alderman _____ and upon the question the vote is _____ ayes, _____ nays and the Resolution is adopted.

Attest:

CITY OF DALTON, GEORGIA

CITY CLERK

MAYOR

Accepted on behalf of the GMA Workers’ Compensation Self-Insurance Fund this _____ day of _____, _____.

CHAIRMAN

ATTEST:

SECRETARY – Board of Trustees



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 11/18/19
Agenda Item: Agreement with Coke
Department: Dalton Parks and Recreation
Requested By: Mike Miller
Reviewed/Approved by City Attorney? Yes/No
Cost: \$0.00
Funding Source if Not in Budget N/A

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

- This agreement will have Coca-Cola provide and maintain equipment for their products. Value of \$10,000
- Banners or menu boards value of \$500
- Donate Coca Cola product for special events and programs,
- Will rebate on all 20oz 24 count cases at \$3.00 per case.
- This will give back to DPRD \$3,000 per year.

This agreement is made by and between **City of Dalton Parks and Recreation Department** with its principal offices located at **904 Civic Drive Dalton Ga. 30721** (the "Account"), COCA-COLA BOTTLING COMPANY UNITED-East, LLC, d/b/a **CHATTANOOGA COCA-COLA BOTTLING COMPANY**, an ALABAMA corporation with its principal offices located at **4600 EAST LAKE BLVD., BIRMINGHAM, ALABAMA 35217** (the "Bottler"). References to "Sponsor" include Bottler and Company. The parties are entering into this exclusive signage agreement because Account wishes to grant to Sponsor, and Sponsor wishes to accept, the exclusive rights (i) to offer Company Beverages for sale or sampling at the Property and (ii) for Sponsor to market and associate Company Beverages with the Property to promote their consumption and sale generally and at the Property. In consideration of the mutual promises contained here, the parties agree to the following terms regarding their exclusive sponsorship agreement.

I. Term.

This Agreement takes effect on 1/1/2020 and expires on 12/31/2020 And will Auto Renew for up to 4 additional years unless either party elects to opt out with a minimal 30 days' notice (the "Term").

2. Definitions.

2.1 "Beverages" shall mean all nonalcoholic beverages, including:

- † Carbonated soft drinks
- † Non-carbonated drinks (including "new age" beverages)
- † Non-alcoholic juices and juice drinks
- † "Sports" drinks, such as isotonic drinks
- † Enhanced drinks
- † Teas and tea drinks
- † Coffee and coffee drinks; provided Chattanooga Coca-Cola distributes
- † Frozen beverages (FCB, FNB)
- † Waters
- † Vitamin drinks
- † All crystals, powders, mixes or syrups from which Beverages can be made
- † No product of PepsiCo or an affiliate of PepsiCo may be sold, dispensed or served anywhere at the facilities

in any package or container. Beverages shall exclude alcoholic beverages, unflavored milk, non-alcoholic beer and wine, and tap water.

2.2 "Company Beverages" means Beverages marketed under brand names or trademarks owned by or licensed for the use to the Company.

2.3 "Competitive Products" means (i) all Beverages other than Company Beverages and (ii) any product marketed under trademarks related to or associated with a Beverage other than Company Beverages.

2.4 "Property" shall refer to **all Dalton Parks and Recreational facilities except the Dalton Municipal golf course and the Dalton Senior Center.**

2.5 References to Account or Property include Account's authorized agents or concessionaires at the Property, and the various locations at the Property, with a view to maximizing the sale of Beverages at the Property.

3.2 Account shall use its reasonable best efforts to maximize the sale and distribution of Company Beverages at the Property, including, if requested by Sponsor, through the use of contour hawking, and portable carts.

3.3 All Beverages sold, dispensed, service, distributed for free (sampled) or advertised anywhere, anytime at the Property shall be Company Beverages.

4. Marketing and Hospitality Rights.

4.1 Account grants to Sponsor the exclusive rights to:

- (i) Market Beverages at or in connection with the Property and Account, including the right to advertise on signs, as further described below.
- (ii) Market Beverages in connection with the Property and Account using the name, trademarks, copyrighted material or logos of the Property and Account on a royalty-free basis.
- (iii) Refer to Sponsor in all of Sponsor's marketing materials as a "sponsor" of the Property and/or Account and refer to any brand of Company Beverages in all of Sponsor's marketing materials as the "official" or "exclusive" soft drink, beverages, sports drink, tea (excluding brew tea), juice or juice drink of Property, or other mutually agreed descriptions.
- (iv) Sample Company Beverages without charge to attendees and guests at Property (at Sponsor's cost).
- (v) Undertake Beverage promotions at or in connection with the Property, including offering Company Beverages in promotional packaging at the Property. Account agrees to work with Sponsor to develop innovative, impactful promotional programs.
- (vi) All other marketing and hospitality rights, at no additional fee, described below.

4.2 If successfully awarded Pouring Rights bid, all Beverages sold or otherwise distributed at the Property shall be dispensed in cups or other containers prominently bearing only the trademarks of the Company and approved by Company from time to time as its "Approved Containers," in the sizes and with the trademarks approved by the Company for use at the Property. Subject to applicable law, Beverages shall be dispensed from dispensing equipment prominently featuring only the trademarks of Company.

4.3 Company Beverages shall be prominently identified with the appropriate POS materials selected by Sponsor on all menu boards and dispensing equipment located at the Property. POS materials may include cup danglers, fountain backs, stand-ups, banners, and trans light advertising at no cost to Account.

4.4 Sponsor may exercise all marketing rights granted in this Agreement in all Company Beverage advertising and marketing activities wherever they may be sold or served and with any customer of Sponsor. For purposes of this Agreement, "marketing materials" includes any promotional materials, packaging, premium items, electronic, on-line, broadcast and print media and point-of-sale materials. Sponsor's marketing materials may incorporate the marks, logos and/or branded products of

5.

5.1 Account will not enter into any relationship whereby the Property's or Accounts name or Trademarks are involved in promotions or marketing of any kind involving Competitive Products

5.3 Should Account learn of any Competitive Products being marketed or advertised in association with the Property or advertised at or around the Property, it shall promptly use its best efforts to stop such marketing or promotion to protect the exclusive associational rights granted to Sponsor in this Agreement.

6. **Representations.**

Account represents and warrants that it has full right and authority to enter into this Agreement and to grant to Sponsor the rights described in this Agreement. If Account's authority expires or is revoked, then, in addition to any other remedies available at law or in equity, Sponsor may terminate this Agreement.

7. **Other Provisions.**

7.1 **Right of First Refusal:** Sponsor and Account shall negotiate in good faith for a renewal of this Agreement for at least 60 days following the end of the Term. If no agreement is reached, Account may seek another concern as a Beverage sponsor of Property, but at no time shall Account enter into an Agreement with the other concern on more favorable terms than those offered to Sponsor without giving Sponsor a reasonable opportunity (not less than 30 days) to match such concern's offer. Right of First Refusal shall expire 60 from end of Term.

7.2 **Governing law:** This Agreement shall be governed by the law of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit of proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

7.3 **Retained rights:** This Agreement shall not give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company without Company's prior written approval. This Agreement shall not make any party the agent of any other.

7.4 **Entire Agreement:** Except as referred to below, this Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Rights or duties under this Agreement may not be assigned or delegated without the prior written consent of all parties and any assignment or delegation in violation of this Agreement must be in writing signed by all the parties. This Agreement and any amendments or waivers of it may be executed in

7.6 **Most Favored Sponsor:** Account shall not enter into any other beverage sponsorship agreement with terms which are in the aggregate more favorable than those provided to Sponsor.

7.7 **Pricing:** Dalton Parks and Rec . This price will be given throughout the term of this agreement and will change from time to time up to and never more than 3% increase per calendar year.

On behalf of Chattanooga Coca Cola Bottling Company United.

By: _____

(Print Name) _____

Accepted and Agreed to:

On Dalton Parks and Rec

By: _____

Print Name _____

Title _____

counterparts.

7.5 **Confidentiality:** The parties shall keep the terms of this Agreement confidential. No party shall publicize or discuss the terms in any way without the prior, written consent of the other parties, unless required to do so by law or judicial decision.

Specific Rights:

Chattanooga Coca-Cola Bottling Company

Coca Cola will continue to provide any equipment needed for Coca cola Beverages free of Charge and maintain the equipment. Current investment in equipment is Valued at \$10,000

Chattanooga Coca-Cola Bottling Company

Coca Cola will also print any Banners or Menu boards that Dalton parks and rec may need up to a value of \$500.

Chattanooga Coca-Cola Bottling Company

Will Pay a \$3.00 Rebate on all 20 oz 24 count cases purchased from Chattanooga Coca Cola United.

Chattanooga Coca-Cola Bottling Company will recognize any additional recreation facilities acquired by account during the length of this contract.

Chattanooga Coca-Cola Bottling Company

Coca Cola will also continue to donate free product for the GRPA Meeting, and Special Olympics a value of \$700 total in free product.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-18-19

Agenda Item: Renewal of Lease with Dalton Little Theater

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

A revised renewal lease is requested by Dalton Little Theater. Under the lease terms, DLT is responsible for all maintenance and repairs of the property, and is required to maintain appropriate insurance. The renewal is for a 5-Year Term.

LEASE AGREEMENT
For
210 North Pentz Street

THIS LEASE agreement is made and entered into on this 18th day November, 2019 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Dalton Little Theater, Inc., a Georgia non-profit corporation, hereinafter referred to as "LESSEE".

WHEREAS, CITY owns certain real property commonly known as 210 North Pentz Street located within the city limits of the City of Dalton hereinafter referred to as "Premises"; and

WHEREAS, LESSOR desires to occupy said PROPERTY and operate a community theater; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows

1. PREMISES: CITY hereby leases to LESSEE that certain real property commonly known as 210 North Pentz Street, Dalton, Whitfield County, Georgia.
2. USE OF PREMISES: LESSEE shall use and occupy the Premises in conformity with all law, statutes, ordinances, rules, restrictions and orders of the federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used only for the staging of community theater productions and other purposes ancillary thereto and for no other purposes.
3. TERM: This Lease shall be for five (5) years commencing on the 18th day of November, 2019 unless otherwise terminated as provided for herein.
4. RENT: LESSEE shall pay rent in the amount of \$1.00 per year, said sum being due and payable upon execution of this Agreement.
5. SURRENDER OF PROPERTY: LESSEE shall, not later than the last day of this Lease Agreement, or if sooner terminated by CITY or LESSEE, surrender possession of the Premises and remove all equipment and all other personal property from said Premises, and repair all damage done by or in connection with the LESSEE's use of the Premises. The Premises shall be surrendered in as good condition as it was at the beginning of the lease term. All property of LESSEE remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be

removed by the CITY and LESSEE shall reimburse CITY for the cost of such removal. CITY may have any such property stored at LESSEE'S risk and expense. All permanent improvements to the Premises shall become the property of the CITY after the last day of the Lease term.

6. LESSEE COVENANTS: LESSEE covenants and agrees:

(a) to use the Premises in a safe, careful and lawful manner;

(b) to report in writing to the CITY any defective condition known to LESSEE which is required to be repaired to maintain the use and safety of the Premises;

(c) to promptly repair any damage to the Premises which is made necessary by any act of LESSEE, its employees, agents, patrons or invitees; provided, however, at its option, the CITY may elect to make such repairs and LESSEE shall promptly reimburse CITY for such cost of repair (including CITY's internal costs);

(d) to keep the Premises in a clean and orderly condition and free from all rubbish;

(e) to maintain and repair at LESSEE'S expense the entire structure upon the Premises including, but not limited to, painting, floor covering, fixtures, plumbing, electrical, heat and air systems, grounds and landscaping;

(f) to permit CITY and its employees and agents access to the Premises at all reasonable times for the purposes for inspecting the Premises and making agreed upon alterations;

(g) to give CITY prompt written notice of an accident, fire, damage, or injury occurring on or to the Premises;

(h) to take all actions necessary to prevent the attachment of any Lien to the Premises;

(i) to maintain its status as a Georgia Non-Profit Corporation and its tax exempt status pursuant to the Federal Internal Revenue Code during the term of this Agreement;

(j) LESSEE shall not discriminate with respect to race, color, religion, gender, national origin, or age in allowing access to programs sponsored by LESSEE upon the Premises;

(k) LESSEE shall not permit any third party to use the Premises without the prior written consent of CITY.

7. INDEMNITY: LESSEE shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property,

resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of LESSEE, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

LESSEE agrees that all personal property that may be at any time in the Premises shall be at LESSEE's sole risk or at the risk of those claiming through LESSEE and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, CITY shall not be required to maintain the Premises in such a condition to permit LESSEE's use of the Premises. CITY shall be under no obligation to inspect the Premises and LESSEE shall promptly report to CITY in writing any defective condition known to LESSEE which CITY or LESSEE is required under this paragraph to repair. Failure by the LESSEE to report such condition shall relieve CITY from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: LESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the CITY. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, only upon the advance written permission of the CITY. Upon request of the CITY, LESSEE shall remove from Premises all temporary alterations or improvement prior to the termination of this Lease.

10. DAMAGE AND DESTRUCTION: If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction. CITY shall have no obligation to restore the Premises to the same condition as before such damage.

11. SUBLEASE OR ASSIGNMENT: LESSEE may not sublease all or any portion of the Premises without the prior written permission of CITY.

12. LESSEE'S DEFAULT: The occurrence of any one or more of the following events shall be a default and breach of this Lease by LESSEE: (a) LESSEE fails to maintain the Premises as required by the Lease as determined by the CITY and does not remedy such default within five (5) days of written notice thereof, (b) LESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) LESSEE breaches any of its obligations hereunder and fails to cure such breach within ten (10) days of written notice of breach from CITY.

Upon the occurrence of any event of default, CITY shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon LESSEE:

(a) CITY may re-enter the Premises and cure any default of LESSEE, in which event LESSEE shall reimburse CITY as additional rent for any cost and expenses that CITY may incur to cure such default. CITY shall not be liable to LESSEE for any loss or damage that LESSEE may sustain by reason of CITY's action, regardless of whether caused by CITY's negligence or otherwise.

(b) CITY may terminate this Lease or LESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither LESSEE nor any person claiming under or through LESSEE shall thereafter be entitled to possession of the Premises; and LESSEE shall immediately thereafter surrender the Premises to CITY; (2) CITY may re-enter the Premises and remove LESSEE or any other occupants of the Premises by force, summary proceedings, ejectment or otherwise, and may remove their personal property and effects, without prejudice to any other remedy which CITY may have for possession; or (3) continue this Lease in full force and effect. LESSEE shall remain liable for payment of all charges and costs imposed on LESSEE herein, in the amounts, and at the times and upon the conditions as required herein.

13. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

14. NOTICES: Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: CITY OF DALTON
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to LESSEE shall be mailed to: Dalton Little Theater, Inc.
P.O. Box 41
Dalton, GA 30722-0841

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

15. UTILITIES: LESSEE shall be responsible for and pay as due any and all utility expenses for the Premises including, but not limited to, electricity, gas, telephone, internet and

other such services.

16. **INSURANCE:** LESSEE shall at all times during the term of this Agreement maintain in full force and effect a comprehensive public liability insurance policy in the amount of at least \$1,000,000/\$3,000,000 for any occurrence resulting in personal property damage to third person(s) or bodily or personal injury to or death of third person(s) and consequential damages arising therefrom. LESSEE shall furnish to CITY copies of all policies or certificates of insurance evidencing the coverage required by this Agreement on such forms as determined by CITY and from such insurance companies approved by CITY. All policies required hereunder shall contain an endorsement naming CITY as an additional insured and providing that the insurer shall not cancel or amend the policies without first providing thirty days written notice thereof to CITY.

MISCELLANEOUS PROVISIONS:

(a) **Governing Law; Venue.** This Lease is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive venue for any action arising out of this Lease shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive all personal jurisdictional defenses pertaining to such venue.

(b) **Successors and Assigns.** This Lease and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. LESSEE shall not assign its rights or obligations under this Lease without the prior written consent of the CITY.

(c) **Severability of Invalid Provisions.** If any provision of this Lease shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) **Quiet Enjoyment.** If and so long as LESSEE performs or observes all of the terms, conditions, covenants and obligations of this Lease required to be performed or observed by it hereunder, LESSEE shall at all times during the term hereof have the peaceable and quiet enjoyment, possession, occupancy and use of the Premises.

(e) **Surrender of Premises.** Upon the expiration or earlier termination of this Lease or upon the exercise by CITY of its right to re-enter the Premises without terminating this Lease, LESSEE shall immediately surrender the Premises to CITY, together with all alterations, improvements and other property as provided elsewhere herein.

(f) **Complete Agreement; Amendments.** This Lease constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any provision of this agreement must be enforced by CITY against LESSEE, then CITY shall be entitled collect reasonable attorney's fees against LESSEE in addition to any other damages.

(j) Indemnity. LESSEE shall indemnify and hold harmless the CITY against all liability for any and all damages to persons or property by reason of LESSEE's use or occupancy of the Premises, and all expenses reasonably incurred by CITY as a result thereof, including reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

LESSEE:
DALTON LITTLE THEATER, INC.

By: _____

Title: _____

LESSOR:
CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-18-19

Agenda Item: First Reading Ordinance 19-17 Personal Transportation Vehicles

Department: Administration; Public Works, Police Department

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Updating the ordinance to add additional streets; provision for shuttle service in the downtown central business district; updating the process for application of additional authorized streets.

ORDINANCE 19-17

To Amend Chapter 114 of The 2001 Revised Code Of The City Of Dalton, Georgia; Captioned: “Traffic and Vehicles”; By Amending Article VI Captioned: “Fire Lanes” To Reserve Sections 114-408 Through 114-414; By The Amendment Of Article VII Captioned: “Personal Transportation Vehicles”; To Provide For An Effective Date; To Provide For The Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

BE IT ORDAINED by the Mayor and Council of the City of Dalton and by the authority of the same, **IT IS HEREBY ORDAINED** as follows:

Section 1.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by amending Article VI captioned: “Fire Lanes” by reserving Sections 114-408 through 114-414 for future use.

Section 2.

Amend Chapter 114 of the 2001 Revised Code of the City of Dalton, Georgia, captioned: “Traffic and Vehicles”; by adding a new Article VII captioned: “Personal Transportation Vehicles”, which shall read as follows:

ARTICLE VII. – PERSONAL TRANSPORTATION VEHICLES

Sec. 114-415. –Findings and Intent

The Mayor and Council find that certain streets or designated portions of certain streets located within the territorial boundaries of the City and under its jurisdiction can be authorized for use by operators of Personal Transportation Vehicles (“PTV”). This Article shall set forth the conditions for such use of a PTV.

This article is adopted to address the interest of public safety. Personal transportation vehicles ("PTV") and other similar vehicles are not generally designed or manufactured to be used on public highways, streets and roads, and the City of Dalton in no way advocates their operation on the public roads within its jurisdiction. Adoption of this article is not to be relied upon as a determination by the City that operation of personal transportation vehicles and other similar vehicles on public roads is safe or advisable, even if done in accordance with this article. By regulating such operation, the City is merely addressing obvious safety issues. All persons who

operate or ride in personal transportation vehicles and other similar vehicles on public roads do so with their own judgment and at their own risk, and must be observant of, and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians. Notwithstanding any law to the contrary, the City accepts no liability in negligence, nuisance or under any other cause of action for losses resulting from the use of personal transportation vehicles and other similar vehicles on roads, sidewalks, recreation paths, rights-of-way or other public property under this article. Any person who operates personal transportation vehicles and other similar vehicles is responsible for procuring appropriate insurance as may be required by state law or this article as a condition of operating personal transportation vehicles and other similar vehicles on the public roads of the City.

Sec. 114-416. – Definitions.

Authorized street means a public roadway of the City by whatever name (e.g. road, alley, avenue, street, boulevard, etc.) that:

- (1) Has a posted speed limit of 25 miles per hour or less; and,
- (2) Is not designated as part of either the state or federal highway system; and,
- (3) Is primarily a residential street; or is a street within the Central Business District (C-3 District); and,
- (4) Has been designated an authorized street by ordinance or resolution of the City council.

Driver’s license means a valid license to operate a motor vehicle issued by the State of Georgia or any other state.

Proof of Insurance means documented evidence of liability insurance on the PTV insuring against personal injury, death and damage to property of any nature relative to the operation of a PTV on designated streets or designated portions of certain streets in an amount not less than required by Georgia law for motor vehicles operated on public highways in the State of Georgia.

Personal Transportation Vehicle (“PTV”) means a motor vehicle having not less than three wheels in contact with the ground and an unladen weight less than 1,300 pounds which is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour and any motor vehicle having no fewer than four wheels and an unladen weight of 1,375 pounds or less and which cannot operate at more than 20 miles per hour. Such vehicles may also be referred to as “motorized carts”. The term does not include mobility aids, including electric personal assistive mobility devices, power wheelchairs and scooters that can be use indoors and outdoors for the express purpose of enabling mobility for a person with a disability. The term also does not include any all-terrain vehicle or multi-purpose off-highway vehicle.

Shuttle Service means the provision of PTV shuttle service to passengers free of charge to and from points within the C-3 District.

Sec. 114-417. – PTV Required Equipment.

All PTVs shall have the following required equipment in good operating order:

- (1) A braking system sufficient for the weight and passenger capacity of the vehicle, including a parking brake;
- (2) A reverse warning device functional at all times when the directional control is in the reverse position;
- (3) A main power switch. When the switch is in the "off" position, or the key or other device that activates the switch is removed, the motive power circuit shall be inoperative. If the switch uses a key, it shall be removable only in the "off" position;
- (4) Head lamps;
- (5) Reflex reflectors;
- (6) Tail lamps;
- (7) A horn;
- (8) A rearview mirror;
- (9) Safety warning labels; and
- (10) Hip restraints and hand holds or a combination thereof.

Sec. 114-418. – Operator of a PTV.

Only persons sixteen (16) years of age or older and holding a valid driver's license may operate a PTV on the designated streets or portions thereof within the City.

Sec. 114-419. – Insurance Required.

- (1) The operator or owner of a PTV shall have written proof of insurance. Documentation of such coverage must be kept on the PTV or carried by the person operating the PTV.
- (2) The operator of a PTV shall maintain a minimum of \$25,000/\$50,000 bodily injury and property liability insurance coverage as required by O.C.G.A. § 33-7-11.
- (3) The operator of a PTV Shuttle Service shall maintain a minimum of \$100,000/\$300,000 bodily injury and property liability insurance coverage as required by O.C.G.A. § 33-7-11.

Sec. 114-420. – Operation of a PTV.

The operator of a PTV shall comply with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads including the following:

- (1) It shall be unlawful to operate a PTV on any street within the City that is not an authorized street. This does not prohibit crossing an unauthorized street where the road being crossed has been properly designated as a "cart crossing" and proper signage and markings have been erected in accordance with the MUTCD.
- (2) All drivers of PTVs shall abide by all traffic regulations applicable to motor vehicle traffic when using authorized streets and parking areas of the City.
- (3) A PTV shall not be operated on the sidewalks at any time.
- (4) Multi-use paths approved for PTV use will be designated with appropriate signage; otherwise, PTV travel on multi-use paths is unauthorized.
- (5) The maximum occupancy of a PTV shall be one person per designated seat and at no time shall the maximum occupancy exceed eight persons

- (6) Every driver of a PTV shall be subject to all of the rules of the road and duties applicable to the driver of any other motor vehicle.
- (7) All drivers and passengers must remain seated at all times during operation of the PTV. No person shall sit on the driver's lap during operation of the PTV.
- (8) PTVs shall be in compliance with all required equipment and such equipment must be used in accordance with all laws, ordinances, rules and regulations that govern the operation of motor vehicles on public streets and roads.
- (9) PTVs shall not be operated at a speed greater than 25 miles per hour.
- (10) PTVs shall be operated during daylight hours unless such PTV is equipped with functional headlights and taillights.

Sec. 114-421. – Operation of PTV Shuttle Service.

The operator of a PTV Shuttle Service may only be provided by those entities which operate a licensed business, or own property, within the C-3 District or by such entity which has a written contractual business relationship with another entity which operates a business or owns property within the C-3 District. PTV Shuttle Service to passengers shall be free of charge.

The operation of a PTV Shuttle Service may be restricted as to certain days of the week and hours of the day which, as determined by the Chief of police and Director of public works of the City, are likely to provide the most safety to PTV occupants, and the safe and efficient interaction of PTVs and other motor vehicles operating within the C-3 District. Hours and Days of operation of PTVs shall be posted upon authorized streets.

Sec. 114-422. – Registration and Affidavit of Owner; fee.

The owner of a PTV must register the PTV with the City once every five (5) years. The fee for said registration shall be \$15.00 as provided for by O.C.G.A. §40-6-331(b). As part of the registration process, each owner shall be required to submit to an inspection of the PTV at the Police Services Center and sign an affidavit that the information provided by the owner on the registration form is true and correct to the best of his/her knowledge and that the owner shall abide by all laws, ordinances, rules and regulations regarding the operation of a PTV on designated streets or portions thereof. Documentation of such registration must be kept on the PTV or carried by the person operating the PTV.

Sec. 114-423. – Gasoline powered PTVs.

- (a) Every gasoline powered PTV shall at all times be equipped with an exhaust system in good working order and in constant operation, meeting the following specifications:
 - i. The exhaust system shall include the piping leading from the flange of the exhaust manifold to and including the muffler and exhaust pipes or include any and all parts specified by the manufacturer.
 - ii. The exhaust system and its elements shall be securely fastened, including the consideration of missing or broken brackets or hangers.

iii. The engine and powered mechanism of every gasoline powered PTV shall be so equipped, adjusted and tuned as to prevent the escape of excessive smoke or fumes.

(b) It shall be unlawful for the owner of any gasoline powered PTV to operate or permit the operation of such cart on which any device controlling or abating atmospheric emissions, which is placed on a PTV by the manufacturer, to render the device unserviceable by removal, alteration or which interferes with its operation.

Sec. 114-424. – Violation of PTV Ordinance.

- (a) Any person who violates the terms of this Article shall be cited to appear before the Municipal Court of the City of Dalton and, upon conviction, shall be punished as provided in Section 114-425 (c).
- (b) In addition to enforcing this Article and sanctions against the operator of a PTV, any violation of this Article shall be cited against the registered owner of the PTV as a separate offense.
- (c) Violations of this Article shall be punished as follows:
 - (1) For the first offense, a fine not to exceed \$50.00.
 - (2) For the second offense within two years of conviction for a first offense, a fine not to exceed \$100.00.
 - (3) For the third offense within two years of conviction for a second offense, a fine not to exceed \$500.00. In addition, the registered owner's PTV City registration shall be revoked. In that event, the registered owner shall not be eligible to register a PTV for use in the City for a period of two years from the date of conviction of a third offense.

Sec. 114-425. – Designation of Authorized Streets.

- (a) Residential streets authorized for the operation of PTVs include the following:
 - (1) Ryman Ridge Road.
 - (2) Martha's Bridge Road.
 - (3) Saint Ives Place.
 - (4) Wintergreen Court.
 - (5) Ella Lane.
 - (6) Maple Way.
 - (7) Kinnier Court.
 - (8) Huntington Road.
 - (9) Huntington Woods Way.
 - (10) Rena Lane.
 - (11) South Rena Lane.
 - (12) Broadview Terrace.
 - (13) Bedford Drive.
 - (14) Cameron.
 - (15) Canterbury.
 - (16) Chadwell.

- (17) Chatham.
- (18) Coventry.
- (19) Essex.
- (20) Hathaway.
- (21) Tolchester.
- (22) Wellington.
- (23) Wycliffe.

(b) PTV Shuttle Service is authorized within the C-3 Business District to include the following:

- (1) Hamilton Street.
- (2) Pentz Street.
- (3) Selvidge Street.
- (4) Depot Street.
- (5) South Depot Street.
- (6) King Street.
- (7) Crawford Street.
- (8) Gordon Street.
- (9) Cuyler Street.

(c) Waugh Street and Morris Street are NOT authorized for use of PTVs.

Sec. 114-426. – Application to Add Authorized Streets.

Applications to add authorized streets in residential areas shall be made in writing to the City Administrator of the City upon such forms as designated by the City. For residential streets located within an area represented by an active homeowners association (HOA), the application shall be submitted by the HOA president or other authorized individual on behalf of all residences. For residential streets located outside an active HOA area, the applicant shall be required to circulate a petition upon such forms designated by the City in support of authorizing PTVs on the applicable street(s) to the owners of property adjacent to the applicable street(s). To be eligible for review and approval by the City, said petition shall receive a minimum of seventy-five (75) percent approval by the owners of property adjacent to the applicable street(s).

Section 2.

This Ordinance shall be effective upon the posting of this Ordinance in two (2) public places in the City of Dalton for five (5) consecutive days following its enactment by the Mayor and Council, the public health, safety, and welfare requiring it.

Section 3.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4.

It is hereby declared to be the intention of the Mayor and Council of the City of Dalton that the section, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional or otherwise invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance.

ADOPTED AND APPROVED on the ___ day of _____, 20___, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first reading on _____ and a second reading on _____. Upon second reading a motion for passage of the ordinance was made by Alderman _____, second by Alderman _____ and upon the question the vote is _____ ayes, _____ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

MAYOR

Attest:

CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the ___ day of _____, 20___.

CITY CLERK
CITY OF DALTON



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 11-18-19

Agenda Item: Approval of Encroachment Agreement with Naik Properties LLC 1301 E. Walnut Ave

Department: Administration

Requested By: Jason Parker

Reviewed/Approved by City Attorney? Yes

Cost: N/A

Funding Source if Not in Budget N/A

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

Request for approval of an encroachment agreement between City of Dalton and Naik Properties (Cox Spirits) at 1301 E. Walnut Avenue. Current owner is selling property and trying to clear up encroachments on City property, and on City utility easement.

[Space above this line for recording data.]

Please Record and Return To:

Cross Reference:

Deed Book 5079, Page 327,
Whitfield County, Georgia Land
Records

AGREEMENT PERMITTING ENCROACHMENTS

THIS AGREEMENT made this 18 day of November , 2019, by and between the **City of Dalton, Georgia**, a municipal corporation of the State of Georgia, Covenantor, and **Naik Properties LLC**, a Georgia limited liability company, Covenantee,

W I T N E S S E T H:

WHEREAS, the Covenantee is the owner in fee of that certain lot of land described in Exhibit “A” attached hereto (the “Property”) and

WHEREAS, said Covenantor is the owner in fee of that certain tract or parcel of land lying immediately west of the Property; and

WHEREAS, there is now erected upon the Property certain improvements identified as concrete parking spaces located on the west side of the Property (the “First Encroachment”) and being identified on that certain plat of survey prepared for Dwarkesh Group, LLC by Billy L. Floyd, Georgia Registered Land Surveyor No. 3078, and attached hereto as Exhibit “A” (the “Survey”); and

WHEREAS, there is now erected upon the Property additional improvements identified as concrete parking spaces located near the center of the Property at the northerly end of the parking lot located on the Property as shown on the Survey (the “Second Encroachment”); and

WHEREAS, the First Encroachment encroaches on a portion of Covenantor’s above described property, as shown on the Survey;

WHEREAS, the Second Encroachment encroaches into certain power line easements owned by Covenantee (the “Power Line Easements”);

NOW, IN CONSIDERATION and in consideration of the above-recited premises, the mutual covenants and agreements hereinafter set forth, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Covenantor hereby covenants and agrees to and with said Covenantee that so long as the aforesaid First Encroachment shall remain, Covenantee shall have, and there is hereby granted and secured to Covenantee, the right to have the First Encroachment now erected as aforesaid, overlap and extend beyond the line of the land of Covenantee and encroach and rest upon the land of Covenantor, to the same extent and in the same manner as said improvements now overlap and encroach on said land of Covenantor.

2. Covenantor hereby covenants and agrees to and with said Covenantee that so long as the aforesaid Second Encroachment shall remain, Covenantee shall have, and there is hereby granted and secured to Covenantee, the right to have the Second Encroachment now erected as aforesaid, overlap and extend into the Power Line Easements owned by Covenantor, to the same extent and in the same manner as said improvements now overlap and encroach on said land of Covenantor; subject to the following conditions:

- a. Covenantee agrees to use said area within the Power Line Easement in such a manner as will not interfere with the Covenantor's activities and facilities as now, or hereafter, exist thereon the facilities of Covenantor.
- b. Covenantee agrees the use of said area within the Power Line Easement herein provided shall in no way affect the validity of the Covenantor's easements and shall in no way modify or restrict the use or rights of the Covenantor, its successors or assigns, in and to the area to be used.
- c. Covenantee acknowledges the Covenantor's right and title to said easements and the priority of the Covenantor's right to use and hereby agrees not to resist or assail said priority.
- d. The use of said area within said rights-of-way by the Covenantee shall be at the sole risk and expense of the Covenantee, and the Covenantor is specifically relieved of any responsibility for damage to the facilities and property of Covenantee resulting or occurring from the use of said rights-of-way by the Covenantor, unless said damage is caused by Covenantor's sole negligence or willful misconduct.
- e. Should the Covenantor determine at a future date and in its sole discretion that the area described herein is needed by the Covenantor in the operation of its activities, upon 90 days written notice from the Covenantor, shall immediately terminate use of such area, remove all improvements from said area at Covenantee's sole expense, and to return possession of said area in its original condition to Covenantor.
- f. Covenantee hereby agrees and covenants not to use and will prohibit agents, employees and contractors of Covenantee from using any tools, equipment or machinery within ten (10) feet of the Covenantor's overhead conductors.

- g. Covenantee agrees to comply with Official Code of Georgia Section 46-3-30 et. seq., (HIGH-VOLTAGE SAFETY ACT), and any and all Rules and Regulations of the State of Georgia promulgated in connection therewith, all as now enacted or hereinafter amended; and further agrees to notify any contractor(s) that may be employed by the Covenantee to perform any of the work referred to in this Agreement of the existence of said code sections and regulations by requiring said work to be performed in compliance with said code sections and regulations by including same as a requirement in its request for bids and including said requirement in any contract let as a result of said bid. Covenantee further agrees and covenants to warn all persons whom the Covenantee knows or should reasonably anticipate for any reason may resort to the vicinity of such conductors of the fact that such conductors are (a) electrical conductors, (b) energized, (c) uninsulated and (d) dangerous.
- h. Notwithstanding anything to the contrary contained herein, the Covenantee agrees to reimburse the Covenantor for all cost and expense for any damage to the Covenantor's facilities resulting from the use by the Covenantee of said area within said right(s)-of-way. Also, the Covenantee agrees that if in the reasonable opinion of the Covenantor, it becomes necessary, as a result of the exercise of the permission herein granted, to relocate, rearrange, change or raise any of the Covenantor's facilities, to promptly reimburse the Covenantor for all cost and expense involved in such relocation, rearrangement or raising of said facilities.
- i. Covenantee agrees to notify or have its contractor(s) notify Georgia Covenantor's Transmission Maintenance Center, Rome, Georgia, phone (706) 236-1430, and Dalton Utilities (706) 281 -1003, at least two (2) days prior to actual construction on the Covenantor's right(s)-of-way.
- j. Covenantee shall and does hereby agree to indemnify and save harmless and defend the Covenantor from the payment of any sum or sums of money to any persons whomsoever (including third persons, subcontractors, of the Covenantee, and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the Covenantor) in any way attributable to or arising out of the use of the above described lands, by the Covenantee as herein provided, including (but without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury and property damage claimed have been caused by reason of the sole negligence on the part of the Covenantor, its agents or employees.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, this Agreement has been duly executed and sealed by Covenantor the day and year first above written.

Signed, sealed and delivered
In the presence of:

The City of Dalton

Unofficial Witness

By: _____
Mayor

Notary Public

Attest: _____
Clerk

My commission expires:

[Notarial Seal]

[Seal]

Signed, sealed and delivered
In the presence of:

Naik Properties LLC

Unofficial Witness

By: _____
Pramod Naik
Title: Sole Member

Notary Public

My commission expires:

[Notarial Seal]

[Corporate Seal]

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 240 in the 12th District and 3rd Section of Whitfield County, Georgia and being more particularly described according to a plat of survey prepared for Charles Fortner by N.B. DeLoach, Georgia Registered Land Surveyor No. 1347, dated November 1, 1991, revised March 11, 1992, and being more particularly described according to said survey as follows:

BEGINNING at a point located in the north right-of-way line of Walnut Avenue, said point being located in an easterly direction, as measured along said right-of-way line a distance of 404.86 feet from the point of intersection of said right-of-way line and the east right-of-way line of Fielding St.; thence running north 00 degrees 16 minutes 00 seconds east a distance of 14.74 feet to an iron pin located in the original north right-of-way line of Key Street as described in that certain Quit Claim Deed recorded in Deed Book 903 Page 116, Whitfield County, Georgia Land Records; thence running north 00 degrees 16 minutes 00 seconds east a distance of 258 feet to an iron pin; thence running north 11 degrees 33 minutes 39 seconds west a distance of 185.60 feet to an iron pin; thence running south 88 degrees 00 minutes 28 seconds east a distance of 98.11 feet to an iron pin, said iron pin being located south 04 degrees 54 minutes 08 seconds east a distance of 14.9 feet from a point located in the centerline of Richards Street, (now abandoned) which latter point is located 468.6 feet south and 406 west from the intersection of the centerline of unopened Tenth Avenue with the south line of the right-of-way of May Street; thence running south 04 degrees 54 minutes 08 seconds east a distance of 442 feet to an iron pin located in the original north right-of-way line of Key Street as described in that certain Quit Claim Deed recorded in Deed Book 903 Page 116 Whitfield County, Georgia Land Records; thence running south 04 degrees 54 minutes 08 seconds east a distance of 11.39 feet to a point; thence running north 89 degrees 40 minutes 30 seconds west, along the north right-of-way line of Walnut Avenue, a distance of 100.87 feet to a point, which is the POINT OF BEGINNING.

EXHIBIT “B”

{Survey}

ALTA/ACSM LAND TITLE SURVEY FOR:
DWARKESH GROUP, LLC

LOCATED IN LAND LOT 240 - 12TH DISTRICT - 3RD SECTION OF WHITFIELD COUNTY, GEORGIA

PLAT DATE: OCTOBER 15, 2019



THIS BLOCK RECORDS FOR THE CLERK OF THE SUPERIOR COURT

NOTES

- THIS SURVEY WAS PREPARED IN ACCORDANCE WITH AN ABSTRACT OF TITLE BY FIDELITY NATIONAL TITLE DATED SEPTEMBER 18, 2018, COMBINED NUMBER 77128. THERE ARE OTHER DEEDS, DOCUMENTS OF RECORD THAT MAY AFFECT THIS SURVEYED PARCEL. THE SURVEYOR HAS MADE AN INVESTIGATION OF RECORDED SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, EASEMENTS OF RECORD, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY REVEAL.
- ALL DEEDS REFERENCED SHOWN HEREON ARE RECORDED IN THE LOCAL CLERK OF SUPERIOR COUNTY OFFICE.
- SUBJECT AND ADJACENT PROPERTY OWNERS HAVE BEEN NOTIFIED BY SIGN, BY REGISTERED MAIL AND BY FIRST CLASS MAIL AND ARE NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
- PROCESSES OF ANY KIND UPON APPROVED NOTES AND EXISTING CENTERLINE, AND DEEDS FOR SURV FOUND UNLESS NOTES SPECIFICALLY MENTION THE DATE OF SURVEY ARE SHOWN HEREON.
- LOCATIONS ARE ACCURATE ONLY WHERE DIMENSIONS, THE CERTIFICATION AS SHOWN HEREON IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON PROFESSIONAL INFORMATION AND REASONABLE BELIEF AND THE EXISTING TITLE EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSION OF OPINION AS TO THE ACCURACY OF THE SURVEY.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 13-6-2 AS AMENDED BY HOUSE BILL 2018-0017, WHICH A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF REGULATIONS.
- THE PROPERTY HAS SURVIVED RELIABLE. THIS PLAT MAKES NO CERTIFICATION CONCERNING THE EXISTENCE OR NON-EXISTENCE OF RELIABLE. THE RELIABLE ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. IT IS SUBJECT TO PENALTY BY LAW FOR OBSTRUCTION TO THESE PROTECTED AREAS WITHOUT THE PROPER PERMIT APPLICATION AND APPROVAL.
- THE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP NUMBER 13180303030 WITH AN EFFECTIVE DATE OF SEPTEMBER 18, 2007.

SCHEDULE B, PART II

9. EASEMENT FOR RIGHT OF WAY TO GEORGIA POWER COMPANY DATED AUGUST 9, 1986 AND RECORDED IN DEED BOOK 707, PAGE 1333, WHITFIELD COUNTY, GEORGIA RECORDS.

10. GENERAL UTILITY EASEMENT TO CITY OF DALTON DATED NOVEMBER 15, 1985 AND RECORDED IN DEED BOOK 210, PAGE 80, WHITFIELD COUNTY, GEORGIA RECORDS.

11. PLOTTED ON THE SURVEY IN THE APPROXIMATE LOCATION OFFSET FROM THE CENTERLINE OF THE EXISTING POWER LINE.

12. PLOTTED ON THE SURVEY IN THE APPROXIMATE LOCATION OFFSET 50' TO THE WEST AND NORTH FROM THE CENTERLINE OF THE EXISTING POWER LINE.

ZONING REQUIREMENTS/RESTRICTIONS

PARCEL: 12-240-07-033
ZONING: C-2 GENERAL COMMERCIAL (FOR WHITFIELD COUNTY, GEORGIA) (SEE CITY OF DALTON, GEORGIA ZONING ORDINANCE, CHAPTER 10, ARTICLE 10.01, SECTION 10.01.01)

MINIMUM SETBACKS:
FRONT (MAJOR STREET): 25 FEET
SIDE (OTHER STREET): 10 FEET
REAR: 20 FEET

- LEGEND**
- IRON PIN
 - ▲ CONCRETE MARKER
 - CALCULATED POINT
 - RIGHT OF WAY
 - LAND LOT LINE
 - LOT LINE
 - ORIGINAL LOT LINE
 - X FENCE
 - EASEMENT
 - BUILDING SETBACK
 - CREEK OR DITCH
 - GAS LINE
 - OVERHEAD CABLE
 - POWER POLE
 - LIGHT POLE
 - SANITARY SEWER
 - SANITARY SEWER MANHOLE
 - STORM DRAIN
 - STORM DRAIN STRUCTURES
 - CONDUIT METAL PIPE
 - REINFORCED CONCRETE PIPE
 - WATER LINE
 - WATER METER
 - FIRE HYDRANT
 - REBAR SET WITH CAP
 - REBAR FOUND
 - COMPACT TOP PIPE
 - OPEN TOP PIPE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - DEED BOOK
 - PLAT BOOK
 - CONCRETE POLE
 - MANHOLE
 - TREE

ALTA/ACSM CERTIFICATION

TO: DWARKESH GROUP, LLC
CLIENT: DWARKESH GROUP, LLC
PROPERTY: 0.914 ACRES, 1301 EAST WALNUT AVENUE, DALTON, GEORGIA 30701
U.S. SMALL BUSINESS ADMINISTRATION

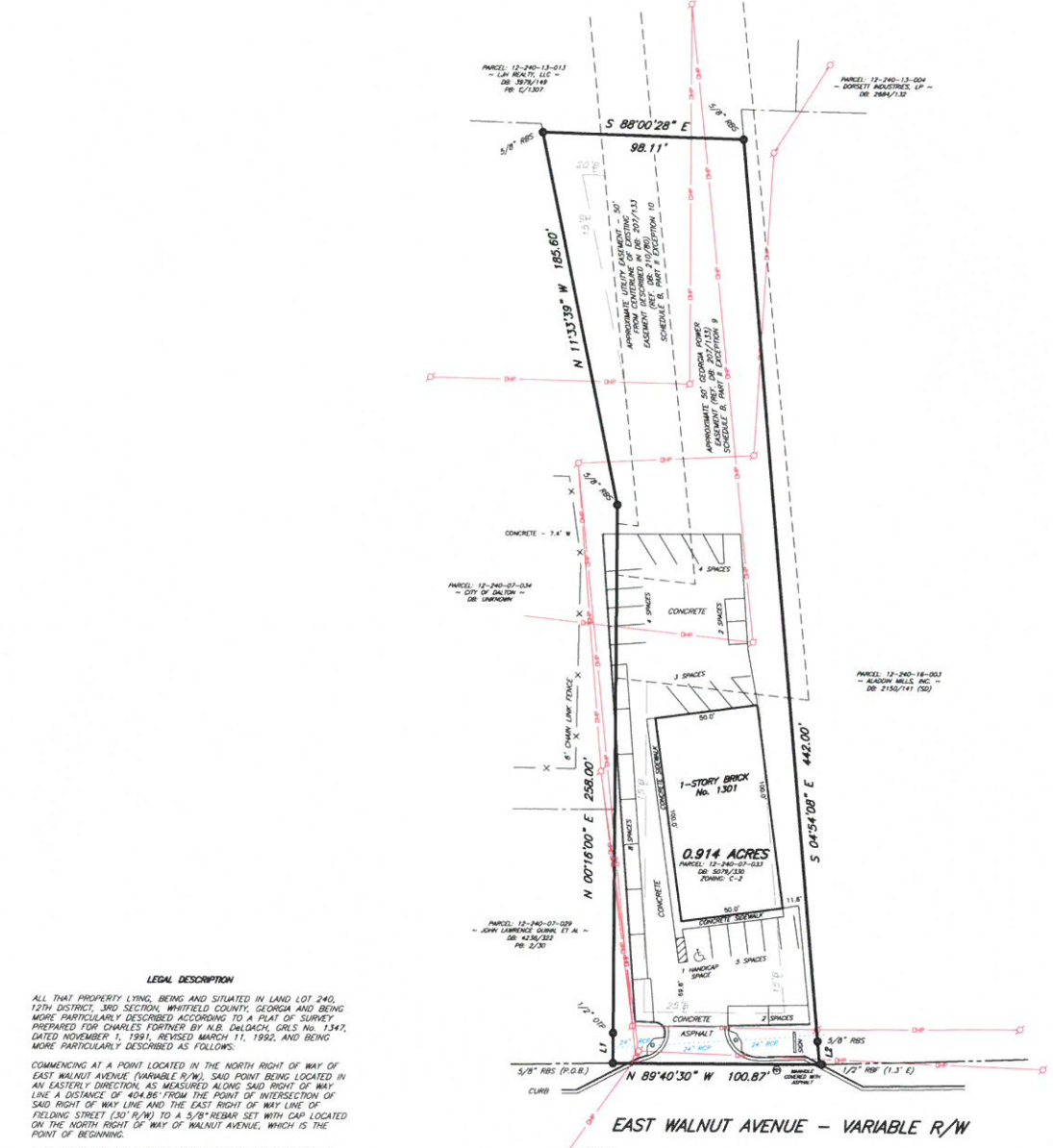
THIS IS TO CERTIFY THAT THIS MAP OF PLAT AND THE SURVEY ON WHICH IT BASED WERE MADE IN ACCORDANCE WITH THE 2018 MINIMUM STANDARD SETBACK REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, AS SET FORTH IN THE REGULATIONS AND CODES OF WHITFIELD COUNTY, GEORGIA, AND THE RULES OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT THE SURVEY WAS COMPLETED ON OCTOBER 15, 2019 WITH A PLAT DATE OF OCTOBER 15, 2019.

NOTICE

THIS PLAT OF SURVEY IS MADE FOR THE SOLE USE AND BENEFIT OF THE PERSONS OR ENTITIES NAMED HEREIN. THE SURVEYOR ASSUMES NO LIABILITY TO PERSONS OR ENTITIES NOT NAMED HEREON, AND ANY USE OF THIS PLAT BY UNAUTHORIZED PERSONS IS AT THEIR OWN RISK. THE SURVEYOR MAKES NO CLAIM AS TO THE ACCURACY OF THE INFORMATION SHOWN ON THIS PLAT EXCEPT FOR THE INFORMATION SHOWN ON THIS PLAT WITHOUT AN ORIGINAL SURVEYING INSTRUMENT AND BELOW THE SURVEYOR'S CERTIFICATION ARE NOT VALID.

SURVEYOR'S CERTIFICATION

I, FLOYD L. HORNE, REGISTERED LAND SURVEYOR #3078, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE MINIMUM STANDARD SETBACK REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, AS SET FORTH IN THE REGULATIONS AND CODES OF WHITFIELD COUNTY, GEORGIA, AND THE RULES OF THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND AS SET FORTH IN O.C.G.A. SECTION 13-6-2.



LEGAL DESCRIPTION

ALL THAT PROPERTY LYING, BEING AND SITUATED IN LAND LOT 240, 12TH DISTRICT, 3RD SECTION, WHITFIELD COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A PLAT OF SURVEY PREPARED FOR CHARLES FORTNER BY N.E. DALOACH, C.R.L.S. NO. 1347, DATED NOVEMBER 1, 1991, REVISED MARCH 11, 1992, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT LOCATED IN THE NORTH RIGHT OF WAY OF EAST WALNUT AVENUE (VARIABLE R/W), SAID POINT BEING LOCATED IN AN EASTERLY DIRECTION, AS MEASURED ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 404.86' FROM THE POINT OF INTERSECTION OF SAID RIGHT OF WAY LINE AND THE EAST RIGHT OF WAY LINE OF FREEDING STREET (30' R/W) TO A 5/8" REBAR SET WITH CAP LOCATED ON THE NORTH RIGHT OF WAY OF WALNUT AVENUE, WHICH IS THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING, THENCE NORTH 00°16'00" EAST A DISTANCE OF 14.74' TO A 1/2" OPEN TOP PIPE, THENCE NORTH 00°16'00" EAST A DISTANCE OF 258.00' TO A 5/8" REBAR SET WITH CAP, THENCE NORTH 11°33'39" WEST A DISTANCE OF 185.80' TO A 5/8" REBAR SET WITH CAP, THENCE SOUTH 88°00'28" EAST A DISTANCE OF 98.11' TO A 5/8" REBAR SET WITH CAP, THENCE SOUTH 04°54'08" EAST A DISTANCE OF 442.00' TO A 5/8" REBAR SET WITH CAP, THENCE SOUTH 04°54'08" EAST A DISTANCE OF 11.39' TO A 1/2" REBAR FOUND LOCATED ON THE NORTH RIGHT OF WAY OF WALNUT AVENUE, THENCE ALONG THE NORTH RIGHT OF WAY OF WALNUT AVENUE, NORTH 89°40'30" WEST, A DISTANCE OF 100.87' TO A 5/8" REBAR SET WITH CAP, WHICH IS THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS AN AREA OF 0.914 ACRES.



LINE	BEARING	DISTANCE
L1	N 00°16'00" E	14.74'
L2	S 04°54'08" E	11.39'

SCALE: 1" = 40'

FLOYD-HORNE
LAND SURVEYING
2510 SHORTER RD.
ROME, GEORGIA 30162
(706) 234-5888



DALTON-WHITFIELD ZONING

November 12, 2019

To Whom It May Concern,

This letter is in reference to the non-conforming commercial structure located on the property addressed as 1301 E Walnut Avenue, Dalton, Georgia (Tax Parcel Number 12-240-07-033). The property is currently zoned C-2, General Commercial and is located within the incorporated area of the city of Dalton. According to information provided by the chief building official and others, the commercial building on the property was constructed sometime around 1990 and built in compliance with setback requirements in force at that time. The structure is now considered a legal non-conforming use with respect to side property line building setbacks and as such, is not required to be brought into compliance with current setback requirements for the C-2 zoning district.

The Unified Zoning Ordinance allows any use of land legally established at the time of enactment of the ordinance, which would not be permitted as a new use in the zone district in which it is located, to continue with the following limitations:

- (1) The non-conforming use may not be changed, altered, or amended to any other non-conforming use;
- (2) A non-conforming use may not be re-established after discontinuance of such use for a period of twelve (12) months.
- (3) A non-conforming structure may be rebuilt, altered without enlargement or expansion in any sense, repaired, or replaced at a size, use, or impact not larger than the original size and in substantially the same location for the same use within twelve (12) months following damage or loss to such structure. This provision, however, shall not apply to condemnation or voluntary demolition, the effect of which shall be immediate forfeiture of the non-conforming use upon the affected lot or parcel or portion thereof.

If there are any further questions regarding this matter, please feel free to contact me by email or by phone at (706)876-2533.

Sincerely,

A handwritten signature in blue ink that reads "Jean Price-Garland".

Jean Price-Garland
Dalton-Whitfield Zoning Administrator
jgarland@whitfieldcountyga.com