



**MAYOR AND COUNCIL MEETING
MONDAY, AUGUST 05, 2019
6:00 PM
300 WEST WAUGH STREET**

A G E N D A

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

1. Waterfall Park College Drive
2. JLC Airshow Management Presentation of Proposed Airshow for Dalton Municipal Airport
3. Review of Agenda

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

Call to Order

Approval of Agenda

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

Minutes:

1. Omitted language in Original Minutes - May 20, 2019
Language added "an additional \$9,800 for a payment bond as required by the City Attorney"
2. July 15, 2016 - Work Session and Regular Session Minutes

New Business:

3. (1) 2019 Alcohol Application
4. Resolution 19-07 - Retaining Special Counsel
5. Resolution 19-08 - City of Dalton Committee Appointment – SPLOST Committee
6. Ordinance 19-13
The request of Crutchfield Properties to rezone from Light Manufacturing (M-1) to Rural Residential (R-5) a tract of land totaling 1.91 acres located along Conway Street. Parcel (12-275-05-063)
7. Ordinance 19-14
The request of Greg Sims and John Forshner to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land totaling 3 acres located along Lance and Richardson Streets. Parcel (12-199-25-001)
8. Ordinance 19-15
The request of George Mosely to annex a tract of land totaling 1.7 acres located at 1707 Dug Gap Road into the City of Dalton. Parcel (12-273-05-002)
9. The request of Maria Amaya to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.17 acres located at 900 Riverbend Road. Parcel (12-255-02-024) (Dalton)

MAYOR AND COUNCIL MEETING AGENDA
AUGUST 05, 2019

- [10.](#) Budget Amendment #4
- [11.](#) Tyler (Munis) Contract Amendment
- [12.](#) Change Order 1 - Contractor Delay Claim
- [13.](#) Contract for Services with C.W. Matthews Contracting Co. Inc. for the 2019 Milling and Resurfacing of Various City Streets
- [14.](#) Contract for Services with Massana Construction for the Chattanooga Avenue Bridge Repair Project Over Mill Creek
- [15.](#) Curbside Recycling- Eliminating Glass from Program
- [16.](#) Reappointment to Board of Zoning Appeals

Supplemental Business:

Announcements:

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting (Work Session Presentation)

Meeting Date: August 5, 2019

Agenda Item: Work Session Presentation – Waterfall Park College Drive

Department: Public Works Department

Requested By: Barry Slaymaker and Heath Patterson

Reviewed/Approved by City Attorney? N/A

Cost: Estimate for assistance from PW: \$7,518.48

Funding Source if Not in Budget Will require budget amendment

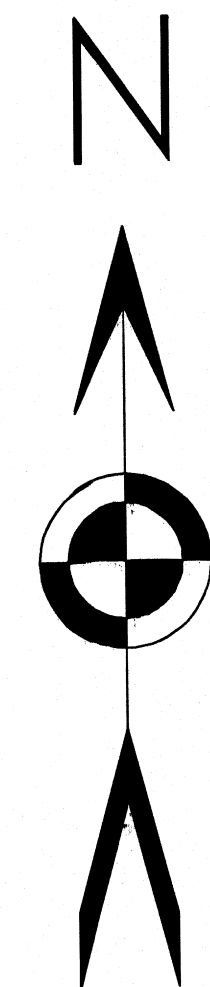
Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

Barry Slaymaker and Heath Patterson (Civitan Club) are leading a community effort to construct a pocket park at the waterfall adjacent to College Drive at the former Chamber of Commerce location.

The community partners are requesting approval from Mayor and Council of the passive park concept as shown on the attached drawing.

The partners are also requesting some in-kind site work contributions from Dalton Public Works Department to facilitate completion of the park. The estimated cost of materials required to complete the in-kind work requested of Public Works is \$7,518.48 (see attached estimate).

The Public Works Committee reviewed this request at their June 28th meeting and were in favor of bringing it before the full Mayor and Council for final approval which will require a budget amendment for the in-kind contributions. September 28th is the proposed completion date for the park.



GRID NORTH
GA. WEST
(SURVEY NOTE 5)

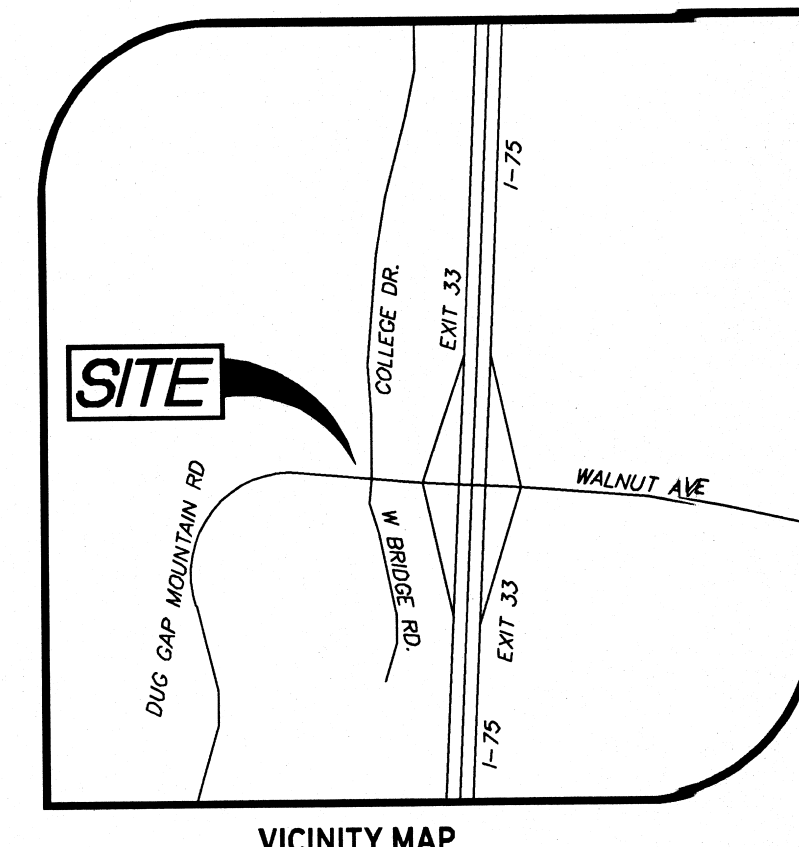
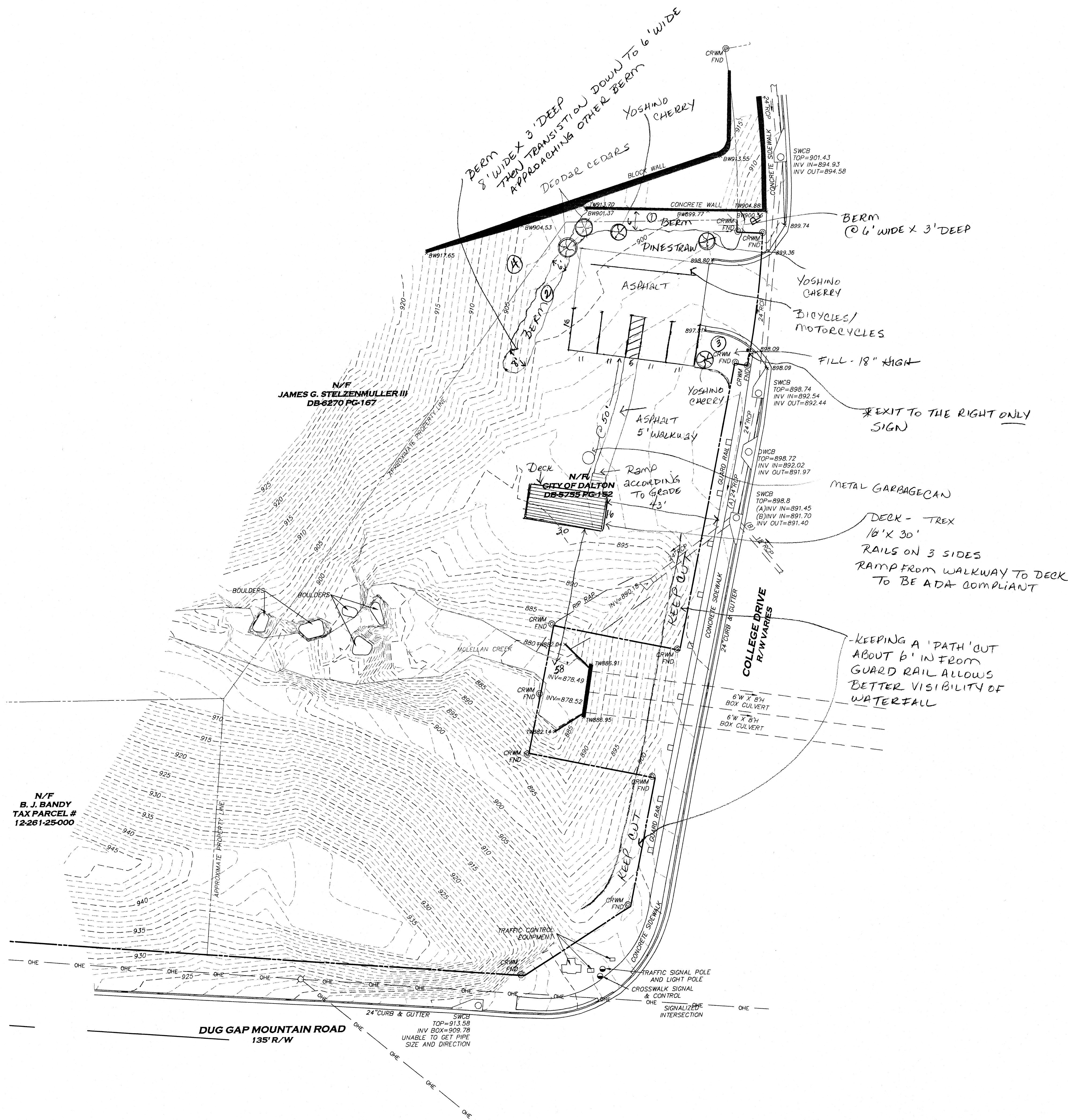
GRAPHIC SCALE
0 20' 40'
1 Inch = 20 Feet

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-6-67.



PRELIMINARY

MITCHELL LOWERY GEORGIA RLS# 309



SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED MARCH 13, 2019.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 54,194' WITH AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- 3) A SOKKIA SX TOTAL STATION, SOKKIA GRX2 GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13313C01200, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 19, 2007 FOR COMMUNITY NUMBER 130194, IN THE CITY OF DALTON, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 5) CONTROL AND BEARING BASIS FOR THIS SURVEY (NAD83, GEORGIA WEST & NAVD83) WERE ESTABLISHED USING A SOKKIA GRX2 GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3, NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS: 5 FEET HORIZONTAL AND .07 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 6) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESITES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.

SURVEY REFERENCES

- 1) OVERVIEW RIGHT-OF-WAY EXHIBIT FOR CITY OF DALTON PREPARED BY: SOUTHLAND ENGINEERING DATED: MARCH 21, 2016
- 2) BOUNDARY-TOPOGRAPHICAL COLLEGE DRIVE, DUG GAP MOUNTAIN ROAD, INTERSTATE 75 PREPARED FOR: NAREN PATEL PREPARED BY: COMPTON SURVEYING INC. DATED: 10-27-17

LEGEND

- PROPERTY LINE
- OVERHANG/awning
- INDEX CONTOUR
- MINOR CONTOUR
- SPOT ELEVATION
- OVERHEAD UTILITY LINE
- FENCE LINE
- STORM DRAIN PIPE
- SINGLE-WING CATCH BASIN
- DOUBLE-WING CATCH BASIN
- REINFORCED CONCRETE PIPE
- FLOW DIRECTION
- CAPPED REBAR
- CONCRETE R/W MONUMENT
- FOUND
- LIGHT POLE
- SIGNAL POLE

LOWERY & ASSOCIATES
LAND SURVEYING, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30121
770-334-8186
WWW.LOWERYLANDSURVEYS.COM
INFO@LOWERYLANDSURVEYS.COM
GEORGIA C.O.A.: LSF-00102

PREPARED FOR:
CITY OF DALTON

TOPOGRAPHIC SURVEY OF:
PROPOSED POCKET PARK
AT MCLELLAN CREEK

COUNTY: WHITFIELD
DISTRICT: 12
SECTION: 3
STATE: GEORGIA
LAND LOT: 234

REVISIONS
DATE: DESCRIPTION

Lowery & Associates
LAND SURVEYING, LLC

DATE: MARCH 20, 2019
JOB #: 182454
SCALE: 1"=20'
DRAWN BY: JLT

City of Dalton Public Works Department
Materials Cost Estimate: Waterfall Park
Location: College Drive at Dug Gap Battle Road (Former Chamber Site)
Date of Cost Estimate: 06-28-2019

Item No.	Estimated Quantity	Unit	Description	Unit Price	Estimated Total Price
Materials					
1	40	TN	Asphalt Topping for Parking Lot (50'x40'; 2.5" Thickness)	\$70.00	\$2,800.00
2	9	CY	3000 PSI Concrete w/ All White Sand (8' Wide x 5" Thick Sidewalk)	\$124.00	\$1,116.00
3	4	EA	Parking Wheel Stop Rubber 6' Striped Yellow	\$75.00	\$300.00
4	48	LF	24" Reinforced Concrete Pipe	\$23.76	\$1,140.48
5	50	TN	Graded Aggregate Base	\$18.00	\$900.00
6	50	CY	Landscape Mix for Berm/Planting Areas	\$25.00	\$1,250.00
7	120	LF	5" Parking Lot Stripe	\$0.10	\$12.00

Material Total: \$7,518.48

Hrs.	Equipment	Unit Rate	Total
Equipment Total: \$0.00			

Hrs.	RT/OT?	Labor	Wage (Inc. Benefits)	Total
Labor Total: \$0.00				

TOTAL ESTIMATED COST: \$7,518.48







CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/05/19

Agenda Item: JLC Airshow Management Presentation of Proposed Airshow for Dalton Municipal Airport

Department: Airport

Requested By: Andrew Wiersma

Reviewed/Approved by City Attorney? No

Cost: None as of yet

Funding Source if Not in Budget

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

JLC Airshow Management will present their proposal to bring and manage an annual airshow at the Dalton Municipal Airport during the work session.



Air Show Proposal Overview

Wings Over Dalton GA Air Show

May 9-10, 2020

Dalton Municipal Airport (KDNN)

Dalton, Georgia

Version Date - 07292019

WingsOverDaltonGA.com

JLC Produced Air Shows



JLC AirShow Management Presents

WORLD CLASS AIR SHOW EVENTS

<https://www.youtube.com/watch?v=9FTriHRbyHk&feature=youtu.be>



WingsOverDaltonGA.com

Wings Over Dalton GA

- ✓ Projected to become North Georgia's #1 Spring Family Event
- ✓ 50,000+ Projected Attendance
- ✓ ***2012-2018 Fall Events @ WONG Produced \$3.6M Average Yearly Economic Impact for Rome, Floyd County & North Georgia (*including 2 rain years)**
- ✓ **2020 Inaugural Spring Economic Impact Projections @ \$3M+**
 - *Attendee & Show Support Examples: Hotels, Rental Cars, Support Services, Non-Profit Groups, Restaurants, Retail Establishments, Vehicle Gas & Aircraft Fuel Purchases, etc.*
- ✓ 2-Day Weekend Featuring World-Class Air Show, General Aviation Fly-In, & **AirShow Racing Series (*Pending FAA certification & Series Sponsorship)*
- ✓ FAA & DOD Approved Aerial Event
- ✓ International Council Air Show Recognized Event



WingsOverDaltonGA.com



Wings Over Dalton GA

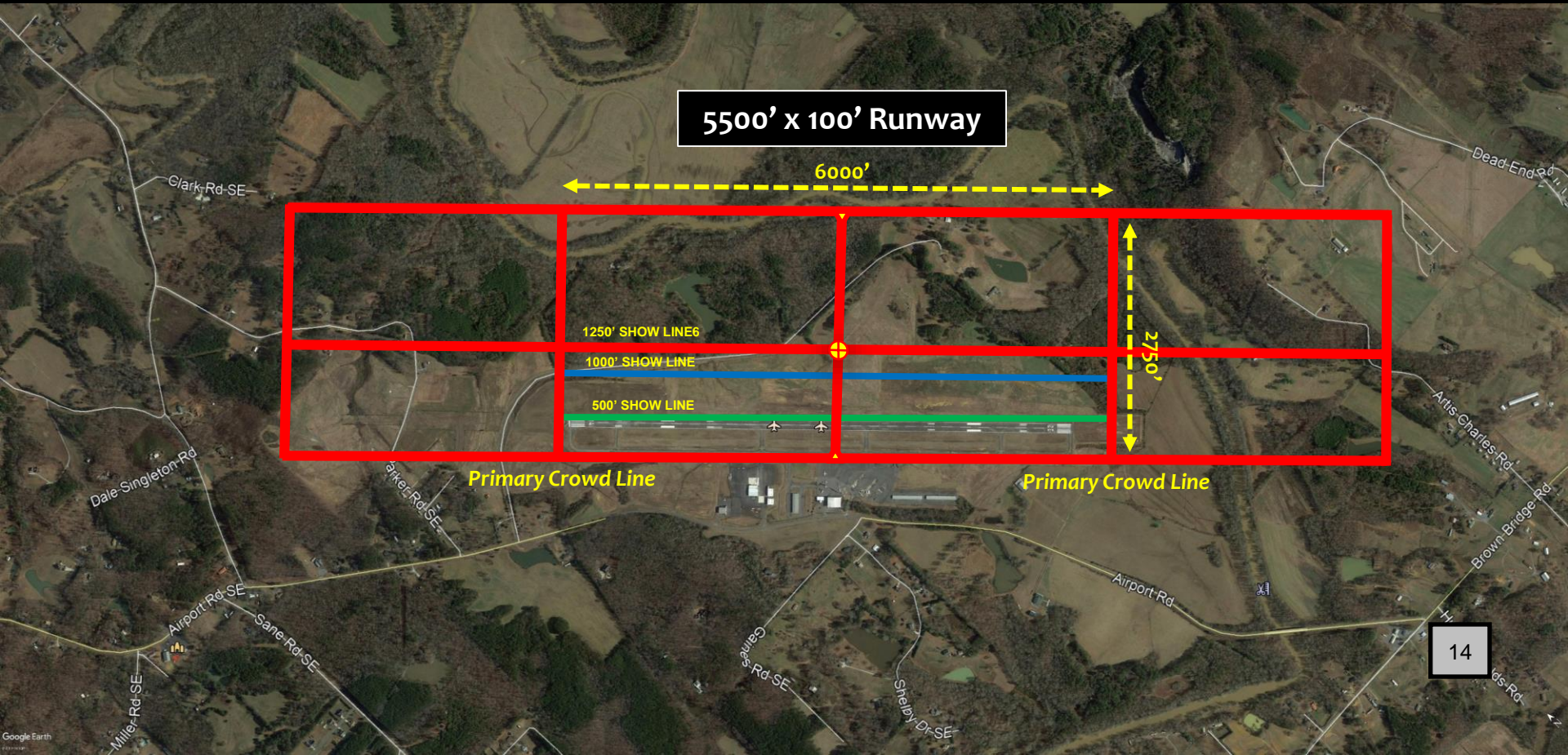
**80 Mile
Population Ring**
8M Plus Population



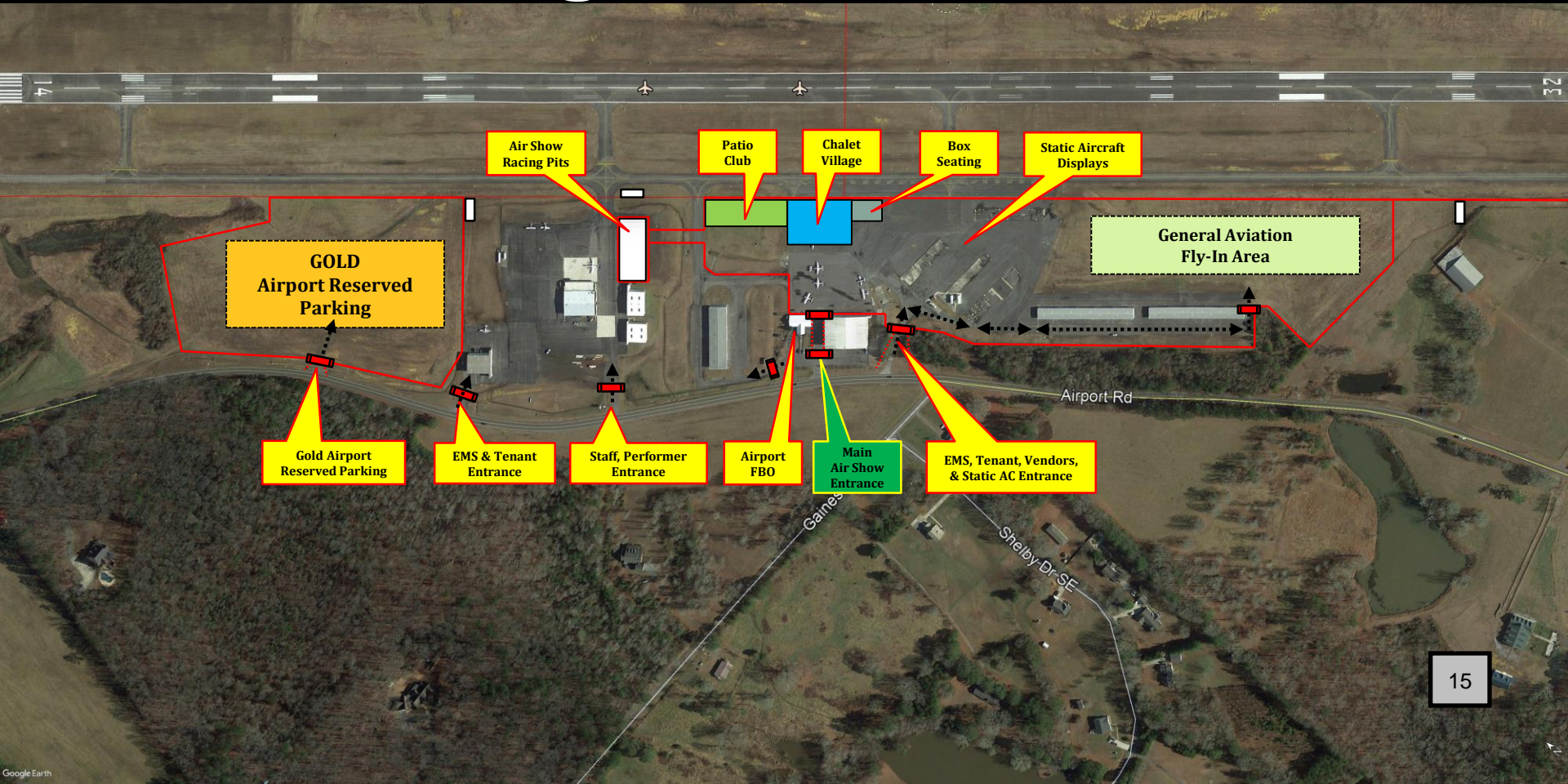
- **ANNUAL SPRING DESTINATION EVENT**
- ***Attendee Projections**
 - ✓ **45% Metro-Atlanta**
 - ✓ **40% Chattanooga & TN**
 - ✓ **10% Whitfield County**
 - ✓ **5% Out of State**

**Based on JLC Historical Data*

Dalton Municipal Airport (KDNN)



Wings Over Dalton GA



USAF DEMO TEAM OPTIONS



Pending DOD Approvals



WingsOverDaltonGA.com



U.S. NAVY OPTION

F/A-18 Super Hornet TAC Demo Team



Pending DOD Approvals



WingsOverDaltonGA.com



US-SOCOM

PARA-COMMANDOS

Parachute Demo Team



Pending DOD Approvals



WingsOverDaltonGA.com



Tora-Tora-Tora

Flight Demo Team



Scheduled



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Scott Farnsworth

DASH Aero Sports Team



Scheduled



WingsOverDaltonGA.com



Michael Goulian

Aero Sports



WingsOverDaltonGA.com



A blue and red aerobically shaped aircraft, possibly a sailplane or a high-performance glider, is shown in flight over a body of water. The aircraft features a sleek, modern design with a large, curved wing and a prominent nose. The wings and tail are decorated with red patterns. The aircraft is flying at a steep angle, with the water and a distant shoreline visible in the background.



Buck Roetman

Wild Horse Aviation



Scheduled



WingsOverDaltonGA.com



“Class of 45”

Jim Tobul

“Korean War Hero”

F4U-4 Corsair

Scott Yoak

“Quick Silver”

P-51D Mustang



Scheduled



WingsOverDaltonGA.com



Sky Soldiers

Cobra - Huey Team



On Request



WingsOverDaltonGA.com



Hayden Proffitt II

Smoke-n-Thunder Jet Truck Show

Twin Fire Breathing Jet Engines



Scheduled



WingsOverDaltonGA.com



Bob Carlton

Jet Sail Plane

Vertigo Air Shows



On Request



WingsOverDaltonGA.com



REDLINE

Air Shows



Scheduled



WingsOverDaltonGA.com



Wild Blue

Air Shows



Scheduled



WingsOverDaltonGA.com



Inaugural *AirShow Racing Series

A NEW AIR SHOW RACING ATTRACTION
LIKE NO OTHER



**Pending FAA Final Certification & Sponsorship*



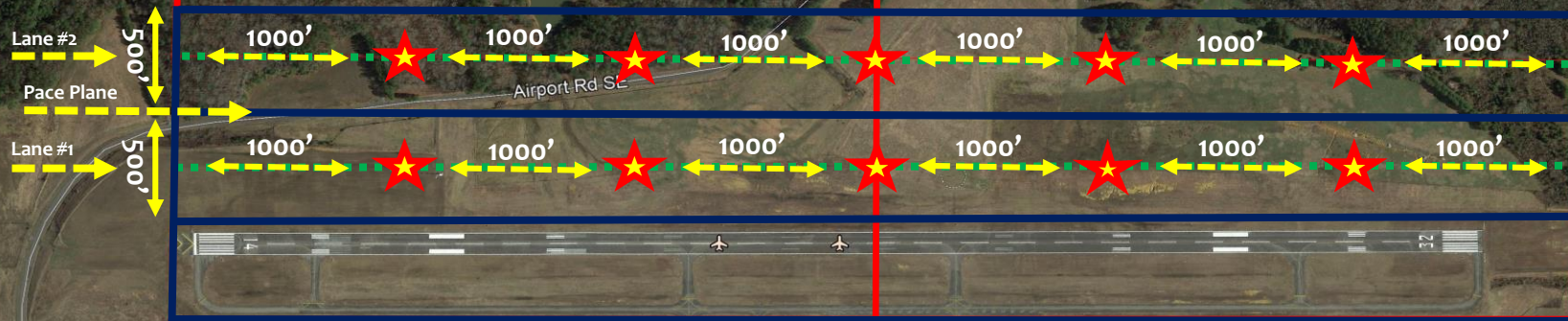
WingsOverDaltonGA.com



Wings Over Dalton GA



2 Racing Lanes -- 500' x 6000'
10 Course 40' Inflatable Pylon Markers



Military Veterans “Parade of Honor”



Static Aircraft Displays



Vintage & Warbird

"Aircraft Rides"



KIDS ZONE



General Aviation

"Fly-In"



AIR SHOW PLANNING TIMELINE

➤ July 2019

- ✓ Initial Site Survey & Exploration Meeting
- ✓ DRAFT Air Show Proposal Submitted
- ✓ DOD Paperwork Submitted and Approved

➤ August 2019

- ✓ Mayor & Council Meeting
- ✓ **GO/NO-GO Approval -- September 1, 2019**
- ✓ Air Show City Approval & Agreement Finalized
- ✓ Execute Agreement w/Seed Money Payment

➤ September – October – November 2019

- ✓ WingsOverDaltonGA, LLC (Established)
- ✓ Work with Airport Leadership on Show Plans
- ✓ Marketing Plan & Support Tools Created
- ✓ Secure Sponsors, Vendors & Exhibitors
- ✓ Volunteer Coordinator (Designated)
- ✓ Secure Performers (Deposits)
- ✓ Secure Hotel & Rental Car Requirements
- ✓ Secure Service Vendor Requirement

➤ December 2019

- ✓ Attend ICAS Convention (Las Vegas)
- ✓ Announce WODG Air Show
- ✓ Launch WODG Web Site & Social Media Platforms
- ✓ Open Ticket Sales
- ✓ PR Campaign

➤ January 2020

- ✓ Planning & Marketing WODG Air Show
- ✓ PR Campaign

➤ February 2020

- ✓ Initial EMA Meeting
- ✓ Planning & Marketing WODG Air Show
- ✓ PR Campaign
- ✓ FAA Air Show & Air Race Waiver Submitted

➤ March 2020

- ✓ EMA Meeting
- ✓ Planning & Marketing WODG Air Show
- ✓ Primary Marketing & PR Campaign

➤ April 2020

- ✓ EMA Meeting
- ✓ Planning & Marketing WODG Air Show
- ✓ Primary Marketing & PR Campaign Continues

➤ May 2020

- ✓ Air Show Equipment Pre-Positioned
- ✓ Air Show Week Stand-Up
- ✓ Team Arrivals
- ✓ Vender & Exhibitor Arrivals
- ✓ Friday Air Show Rehearsal & Practice
- ✓ SAT-SUN Air Show

Air Show Command & Control Plan

❖ Dalton Municipal Airport

➤ Unified Mobile Command Center

- ✓ Dalton City Emergency Mgt. Director (Incident Commander)
- ✓ ARFF Senior Rep (Fire) x 2 Firetruck Units
- ✓ Emergency Medical Services Senior Rep (Medical) x 2 EMS Units
 - Plus -- Dedicated Air Show First Aid Center (Fri-Sun)
- ✓ Law Enforcement Senior Rep (Police) x TBD with LE Leadership
 - Traffic Control (DOT, City & County Leadership)
 - Venue Security (Typical Wed - Mon)
 - Aircraft Security (Typically Thu - Mon)
 - Gate Security (Typically Fri - Sun)

➤ Mobile ATC Tower Operations

- ✓ Air Boss & Controllers (Typically Thu - Sun)
- ✓ Air Show Announcer
- ✓ ARFF - Fire Department Rep (Typically Fri - Sun)

WEATHER

- Normally, air shows will continue due to weather by either adjusting EVENT start times and/or performers may adjust to a flat or medium show performance profile.
- There are no cancellation dates rescheduled within the air show industry, therefore no refunds are available due to weather and/or an air show incident.
- In the event of a cancellation, tickets may remain valid for the next scheduled show, based on the circumstances.



Air Show Seed Money

➤ Seed Money & Reimbursement:

- WODG shall provide DALTON with an air show seed money reimbursement and air show commission based on Event gross revenue monies per show year (Gross revenue is defined as total air show receipts, sponsorships, commissions, vendors, exhibitors, etc.) generated from the schedule below and certified by the JLC AirShow Management CPA agency of record. Gross revenue monies do not include the DALTON Title Sponsorship or Seed Money, In-Kind Sponsorship and/or Sponsorship Brokerage Commission fees paid by either WODG or DALTON.
 - ✓ WODG per EVENT year gross revenues monies generated from zero (\$0) dollars up to four-hundred thousand (\$400,000) dollars provides DALTON a ten (10) percentage commission.
 - ✓ WODG per EVENT year gross revenues monies generated from four hundred thousand and one (\$400,001) dollars up to eight-hundred thousand (\$800,000) dollars provides DALTON a fifteen percent (15%) commission on gross revenue monies received.
 - ✓ WODG per EVENT year gross revenues monies generated from eight-hundred thousand and one (\$800,001) dollars and up provides DALTON a seven and a half percent (7.5%) commission on gross revenue monies received.
- Both the WODG fuel sales commission, DALTON seed money and commission reimbursement schedule will remain at the same rates throughout the three-year air show agreement (2020-2022).

DALTON Seed Money & Commission Reimbursement

WODG Gross Revenue: *defined as total air show receipts, sponsorships, commissions, vendors, exhibitors, etc.*

DALTON Fuel Sales: *DALTON retains 100% aircraft fuel sales revenue (\$25k - \$85k range).*

➤ **EXAMPLE: Projections @ 25,000 Total Attendance (Non-US Jet Team Show)**

• Advance Tickets (80%)	\$400,000
• Advance Parking (2000 x 2 Days)	\$60,000
• Day of Show Tickets (20%)	\$100,000
• Private Chalets (2)	\$12,000
• Cash Sponsorships (?)	\$25,000
• <u>Food & Beverage/Vendors/Exhibitors</u>	<u>\$85,000</u>
	WODG Gross Revenue \$682,000

➤ **DALTON Commission Projections @ 25k Attendance**

❖ **Agreement Program**

✓ 10% Commission (\$0 - 400,00)	\$400,000 x 10%	\$40,000
✓ 15% Commission (\$400,001 - 800,000)	\$282,000 x 15%	\$42,300
✓ <u>7.5% Commission (\$800,001 - Up)</u>	<u>\$0 x 7.5%</u>	<u>\$0</u>
	DALTON Commission	\$82,300

DALTON Seed Money & Commission Reimbursement

WODG Gross Revenue: *defined as total air show receipts, sponsorships, commissions, vendors, exhibitors, etc.*

DALTON Fuel Sales: *DALTON retains 100% aircraft fuel sales revenue (\$25k - \$85k range).*

➤ **EXAMPLE: Projections @ 40,000 Total Attendance (US Jet Team Show)**

• Advance Tickets (80%)	\$640,000
• Advance Parking (3000 x 2 Days)	\$90,000
• Day of Show Tickets (20%)	\$160,000
• Private Chalets (3)	\$18,000
• Cash Sponsorships (?)	\$40,000
• <u>Food & Beverage/Vendors/Exhibitors</u>	<u>\$100,000</u>
WODG Gross Revenue	\$1,048,000

➤ **DALTON Commission Projections @ 40k Attendance**

❖ **Agreement Program**

✓ 10% Commission (\$0 - 400,00)	\$400,000 x 10%	\$40,000
✓ 15% Commission (\$400,01 - 800,000)	\$282,000 x 15%	\$60,000
✓ 7.5% Commission (\$800,001 - Up)	\$248,000 x 7.5%	<u>\$18,600</u>
DALTON Commission		\$118,600

Two Action Packed Days

- **Teams & Performers**
 - ✓ Military – War Birds – Civilian
- **Static Displays & Aircraft Rides**
 - ✓ Military – War Birds – Civilian
- **Concessions & Kids Zone**
 - ✓ International Foods – Beverages – Fun
- **Merchant Exhibits & Displays**
 - ✓ Vendors – Exhibitors – Sponsors





Contact Information

John Cowman, President

JLC AirShow Management

Rome, Georgia

Email: JLCAirShows@att.net

Office: (706) 291-0030

Cell: (770) 856-5151



WingsOverDaltonGA.com



THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
MAY 20, 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, Attorney Gandhi Vaughn and several department heads.

PLEDGE OF ALLEGIANCE

Mayor 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 Goodlett, second Council member Harlan, the Mayor and Council approved the agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There was no public comments.

PROCLAMATIONS

National Public Works Week - May 19-25, 2019

The Mayor and Council designated the week of May 19-25, 2019 as “National Public Works Week” and urged all citizens to join with representatives of the American Public Works Association and other government agencies to recognize the substantial contributions that Public Works makes daily to maintain and improve our City’s health, safety, welfare and quality of life.

Historic Preservation Month - May 2019 - Dalton Historic Preservation Commission

The Mayor and council proclaimed May 2019 as “Historic Preservation Month” and recognized our local Historic Preservation Commission for their efforts so that historic resources in our city can be preserved for future generations.

Special Recognitions - Outstanding Preservation Projects

The following were awarded the 2018 Historic Preservation Commission Outstanding Preservation Projects:

- ☐ Barrett Properties - 112 W. King St.
- ☐ Cheryl Crouch & Dana Easley - 304 S. Hamilton St.
- ☐ Juan Lama 246-248 N. Hamilton St.
- ☐ Cookie Cook - 404 Fairview Dr.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of May 6, 2019. On the motion of Council member Goodlett, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

2019-2020 MAIN STREET MOU

The Mayor and Council reviewed the Georgia Classic Main Streets Program Memorandum of Understanding for the Program Year 2019-2020 between the Georgia Department of Community Affairs Office of Downtown Development and the Local Main Street Program Board of Directors and the Downtown Manager for the Community for services listed in the attached MOU. On the motion of Council member Harlan, second Council member Crews, the Council voted to authorize the Mayor to execute the MOU and add the DDDA Director Catherine Edgemon to execute the contract in place of Kristi Watson. The vote was unanimous in favor.

DALTON-WHITFIELD PLANNING COMMISSION RECOMMENDATION

On the motion of Council member Crews, second Council member Woods, the Mayor and Council approved the request of Margaret Herrin to rezone from Low-Density Single-Family Residential (R-2) to Medium-Density Residential (R-3) a tract of land totaling 0.43 acres located at 511 School Street (Parcel 12-220-10-008). The vote was unanimous in favor.

KNOWBE4 SECURITY AWARENESS TRAINING SUBSCRIPTION

The Mayor and Council reviewed the KnowBe4 Security Awareness Training Subscription. A program that is used to test the response of city email users to malicious emails. On the motion of Council member Goodlett, second Council member Wood, the Mayor and Council approved the purchase of the subscription. The vote was unanimous in favor.

LIFE INSURANCE POLICY RENEWAL/CARRIER CHANGE

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the Life Insurance renewal policy and carrier change to Lincoln Financial Group. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH NORTHWEST GEORGIA PAVING, INC. - BOTANY WOODS DRIVE SLOPE FAILURE

The Mayor and Council reviewed the Contract for Services with Northwest Georgia Paving, Inc. for the Emergency Reconstruction of the Botany Woods Drive Slope Failure in the amount of \$587,291.75 plus an additional \$9,800 for a payment bond as required by the City Attorney.

Assistant Public Works Director Andrew Parker advised that since the low bid exceeded the original construction estimate, the project funding account would require amendment. A. Parker also made the Mayor and Council aware of an additional "about \$30,000" needed in the fall/winter for a landscaping contract to revegetate the newly constructed slope. Parker further stated that the revegetation of the slope was required by the adjacent property owner before execution of the temporary construction easement to allow work to take place on their property. On the motion of Council member Wood, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor. A copy of this complete contract is a part of these minutes.

On the motion of Council member Wood, second Council member Goodlett, the Contract was approved. The vote was unanimous in favor. A copy of this complete contract is a part of these minutes.

CHANGE ORDER 001 – PARAPET PATCHING ON THE WAUGH STREET BRIDGE
HEADER/JOINT RECONSTRUCTION PROJECT

The Mayor and Council reviewed Change Order 001 – Parapet Patching on the Waugh Street Bridge Header/Joint Reconstruction Project in the amount of \$14,294.08 for existing modular rubber joints to be removed within the parapet walls to complete the original scope header/joint reconstruction. On the motion of Council member Harlan, second Council member Goodlett, the Change Order was approved. The vote was unanimous in favor.

CONTRACT WITH KRH ARCHITECTS FOR CITY HALL ROOF REPAIR

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved KRH Architects for City Hall Roof Repair in the amount of \$44,000. The vote was unanimous in favor.

ACCEPTANCE OF RFP FROM ALL ROOF SOLUTIONS TO REPLACE ROOFING
MATERIAL AT CITY HALL

The Mayor and Council discussed the Acceptance of RFP from All Roof Solutions to Replace Roofing Material at City Hall. After discussion regarding other options, on the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council accepted the RFP for All Roofing Solution to replace the roofing materials at City Hall. The RFP is in the amount of \$734,063.00. The vote was unanimous in favor.

MISCELLANEOUS

Council member Annalee Harlan reminded that National EMS Week is May 19 - 25, 2019. Harlan stated that National Emergency Medical Services Week brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line." She thanked all EMS and Dalton Fire Department for their service.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:26 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
JULY 15, 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, Attorney Terry Miller and several department heads.

PLEDGE OF ALLEGIANCE

Mayor 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 Woods, second Council member Harlan, the Mayor and Council added to Supplemental Business “request bids for a replacement garbage truck” and approved the agenda. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Work Session Minutes and Regular Meeting Minutes of June 17, 2019. On the motion of Council member Woods, second Council member Harlan, the minutes were approved. The vote was unanimous in favor.

PUBLIC COMMENTARY

There was no public comments.

5) 2019 ALCOHOL APPLICATION(S)

The Mayor and Council reviewed the following 2019 Alcohol Beverage Applications:

1. Business Owner: HE SHENG, INC.
d/b/a: Fortune Cookie
Applicant: Aiyun Gao
Business Address: 801 E. Walnut Ave, Suite J
Type: Pouring Beer, Pouring Wine
Disposition: **New**
2. Business Owner: Carniceria Y Panaderia Inc.
d/b/a: El Milagro
Applicant: Elvia Espinoza
Business Address: 608 MLK Jr. Blvd
Type: Package Beer
Disposition: **Ownership Change**
3. Business Owner: Dalton Convenience, LLC
d/b/a: Dalton Food Mart
Applicant: Ramzan Gorar
Business Address: 2201 Chattanooga Rd
Type: Package Beer
Disposition: **Ownership Change**

5) 2019 ALCOHOL APPLICATION(S)

Continued

4. Business Owner: Dearborn Delray Grocery, LLC
d/b/a: Delray Farms
Applicant: Mario Perez
Business Address: 2518 E. Walnut Ave
Type: Pouring Beer
Disposition: **License Addition**

5. Business Owner: SABK, LLC
d/b/a: The Buckin' Burrito
Applicant: Stan Fetzer
Business Address: 212 N. Hamilton St
Type: Pouring Liquor
Disposition: **License Addition**

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

Resolution 19-07 - Appointment of Election Officials

The Mayor and Council reviewed Resolution 19-07 appointed election officials for the City of Dalton General Election to be held on Tuesday, November 5, 2019 and to authorize the Whitfield County Elections Superintendent to appoint such other poll officials as may be necessary for the General Election. On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council adopted the Resolution. The vote was unanimous in favor.

CDBG Minor Home Repair Policy Manual

CFO Cindy Jackson presented the Mayor and Council with the CDBG Minor Home Repair Policy Manual that is required by HUD to adopt policies and procedures for the operation and administration of the program. On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved the new policy. The vote was unanimous in favor.

FY2019 CDBG Sub-Recipient Agreements

CFO Cindy Jackson presented the Mayor and Council with the FY2019 CDBG Sub-Recipient Agreements in the amount of \$208,145 with Northwest Georgia Family Crisis Center, Friendship House, Latin America Association and Dalton Housing Authority with a correction that funds allocated to Friendship House will be used for tuition not caseworkers. On the motion of Council member Wood, second Council member Harlan, the Mayor and Council approved the agreements. The vote was unanimous in favor.

Agenda Items

- Ordinance 19-12
- Right of Way Deed – Intermark USA, Inc.

After discussion regarding the request of Bryan Spence seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium Density Residential (R-3) (parcel 12-182-19-000) containing a total of 1.56 acres located along the east R/W of Chattanooga Avenue, and discussion regarding the Right of Way Deed – Intermark USA, Inc., on the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council tabled action on both items. The vote was unanimous in favor.

Approval of Hangar Sub-lease Agreement for Dalton Municipal Airport

The Mayor and Council reviewed the Hangar Sub-lease Agreement for Dalton Municipal Airport which will allow current hangar tenants to sub-lease their hangar for up to 1 year. On the motion of Council member Wood, second Council member Crews, the Agreement was approved. The vote was unanimous in favor.

Approval of 5-year Contract with Croy Engineering for Professional Engineering Services at Dalton Municipal Airport

The Mayor and Council reviewed the 5-year Contract with Croy Engineering for Professional Engineering Services at Dalton Municipal Airport to provide engineering and consultant services to the Airport as required by GDOT. Mayor Mock stated this contract is basically a retainer for services at no cost to the city at this time. On the motion of Council member Wood, second Council member Goodlett, the Mayor and Council approved the contract. The vote was unanimous in favor.

Intergovernmental Agreement Whitfield County for Countywide Radio Communications

The Mayor and Council reviewed the Intergovernmental Agreement Whitfield County for Countywide Radio Communications in the amount of \$45,825 annually subject to network price increases. City Administrator Jason Parker stated the intergovernmental agreement establishes the authorized use of the countywide radio communication system that was purchased jointly in 2017 by all of the cities and the county using SPLOST 2015 funds. On the motion of Harlan, crews

Fiber Optic Connection Contract with Windstream

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council tabled this item. The vote was unanimous in favor.

Supplemental Business

Request to Proceed W/Request for Bids for Garbage Truck

On the motion of Council member Goodlett, second Council member Wood, the Mayor and Council approved Public Works request to proceed with requesting bids for a new garbage truck replacement at an estimated cost of \$255,000 to be paid out of CIP funds. On the motion of Council member Goodlett, second Council member Wood, the request was approved. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:11 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor

Recorded
Approved: _____
Posted: _____

THE CITY OF DALTON
MAYOR AND COUNCIL MINUTES
WORK SESSION
JULY 15, 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, Attorney Terry Miller and several department heads.

AGENDA REVIEW

The Mayor and Council reviewed the items on the agenda:

Council Member Harlan	(5) 2019 Alcohol Beverage Applications
Mayor Mock	Resolution 19-07 - Appointment of Election Officials
CFO Jackson	CDBG Minor Home Repair Policy Manual
CFO Jackson	FY2019 CDBG Sub-Recipient Agreements
City Administrator Parker	Approval of Hangar Sub-lease Agreement for Dalton Municipal Airport
City Administrator Parker	Approval of 5-year Contract with Croy Engineering for Professional Engineering Services at Dalton Municipal Airport
City Administrator Parker	Intergovernmental Agreement Whitfield County for Countywide Radio Communications
City Administrator Parker	Fiber Optic Connection Contract with Windstream (Item Tabled)

FY2019 CDBG Sub-Recipient Agreements

CFO Cindy Jackson reviewed the Sub-Recipient Agreements and stated there is a correction to the sub-recipient Friendship House as it should state that funds will be allocated for tuition.

Ordinance 19-12

The Mayor and Council discussed the request of Bryan Spence who is seeking to rezone a tract of land from Heavy Manufacturing (M-2) to Medium Density Residential (R-3) (parcel 12-182-19-000) containing a total of 1.56 acres located along the east R/W of Chattanooga Avenue. After a lengthy discussion with the requestor Bryan Spence, Ethan Calhoun (NWGPC) and further discussion with Assistant Public Works Director Andrew Parker concerning the need for an access point to the property other than Chattanooga Avenue and the fact that approximately 85% of the property is in a flood plain; the Mayor and Council decided to postpone Ordinance 19-12 and the Right of Way Deed - Intermark USA, Inc. for further information needed.

Mayor and Council
Work Session Minutes
Page 2
July 15, 2019

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was Adjourned at 6:01 p.m.

Bernadette Chattam
City Clerk

Dennis Mock, Mayor



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08-05-19

Agenda Item: 2019 Alcohol Application

Department: City Clerk

Requested By: Gesse Cabrera

**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:**

(1) 2019 Alcohol Application recommendation by the Public Safety Commission at the July 23, 2019 meeting.

2019 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY JULY 23, 2019
M&C MONDAY AUGUST 5, 2019

(1) 2019 ALCOHOL APPLICATION(S)

1. Business Owner: JAI NIHAL, Inc.
d/b/a: VIP Liquors
Applicant: Vipulkmar G. Chaudhari
Business Address: 785 Shugart Rd. Suite 4
Type: Package Beer, Package Wine, Package Liquor
Disposition: **New**



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-5-19

Agenda Item: Resolution 19-07 Retaining Special Counsel

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:

Resolution appointing special counsel to assist with service delivery negotiation

**CITY OF DALTON
RESOLUTION
Resolution No. 19-07**

A RESOLUTION APPOINTING SPECIAL COUNSEL TO REPRESENT THE CITY AND TO AUTHORIZE SAID COUNSEL TO EMPLOY EXPERT WITNESSES TO ASSIST IN THE PREPARATION AND PRESENTATION OF THE CITY'S CASE; REPEAL INCONSISTENT PROVISIONS; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Dalton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing public services to its residents; and

WHEREAS, the City will be engaged in discussions with Whitfield County ("County") to re-negotiate the Service Delivery Strategy Agreement ("SDS") between County and the City; and

WHEREAS, the City wishes to cooperate with its fellow Cities of Whitfield County to work with and through Special Counsel and enter into a Service Delivery Strategy Agreement with the County; and

WHEREAS, the Mayor and City Council in the exercise of their sound judgment and discretion, after giving thorough thought to all implications involved, and keeping in mind the public interest and welfare of the citizens of the City, have determined it to be in the best interest of the citizens of the City, that this Resolution be adopted.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AS FOLLOWS:

1. Retention of Special Counsel. The City hereby retains Andrew J. (Andy) Welch, III, Warren M. Tillery, Brandon Palmer, Frank Gaither and the law firm of Smith, Welch, Webb & White LLC ("Special Counsel") to represent the City in all matters assigned to them.
2. Authorization to Special Counsel. The City hereby authorizes Special Counsel to represent the City; supervise, manage and assist in the preparation, negotiation, mediation and litigation, if necessary, regarding the SDS; to retain experts, to assist in any and all matters as requested by the City Administrator and authorized by the fee agreement. All communication between the City and Special Counsel will be routed through City Attorney, City Administrator or other person or persons designated by the City Administrator. Moreover, the City Attorney is hereby authorized to take all such other legal actions as may be necessary to protect the rights of the City of Dalton related to the provision or funding of

services and the review and revision of the Service Delivery Strategy for Whitfield County as may be necessary by law.

3. Representation of City to Special Counsel. The City represents that it will pay legal fees, expert witness fees, and all other costs of preparation, negotiation and litigation, as necessary, incurred by Special Counsel in accordance with the signed fee agreement.
4. Settlement. The City and Special Counsel agrees that any settlement of any dispute and/or entry into an agreement with the County or any other party shall be subject to final approval by the majority vote of the Mayor and City Council.
5. Additional Documents. The City Council authorizes the Mayor to execute a fee agreement with Special Counsel; a joint representation acknowledgment, if necessary, and any other documents which may be necessary to effectuate this Resolution.
6. Attestation. The City Council does hereby authorize the City Clerk to attest the signature of the Mayor appearing on this Resolution and any related documents, to affix the official seal of the City thereto, as necessary, and to place this Resolution and an executed copy of any related documents among the official records of the City for future reference.
7. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
8. Repeal of Conflicting Provisions. All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
9. Effective Date. This Resolution shall take effect immediately.

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

SMITH, WELCH WEBB & WHITE, LLC
ASSOCIATION FEE AGREEMENT

THE CITY OF DALTON, GEORGIA (hereinafter, the “City”) hereby employs Andrew J. “Andy” Welch, III, Warren Tillery, Brandon F. Palmer, Frank Gaither and the law firm of SMITH, WELCH, WEBB & WHITE, LLC., (hereinafter collectively referred to as “Special Counsel”) to assist in the following matters, including, but not limited, to the review, preparation, negotiation and litigation of the Service Delivery Strategy, and other matters. The representation will not include responding to open record requests pursuant to the Open Records Act or deciding issues pertaining to the Open Meetings Act. Such issues should be resolved by the City Attorney.

SPECIAL COUNSEL FEES

Legal services to be performed by Special Counsel, and for which the City is obligated to pay according to the terms of this fee agreement, include all those actions, which, in Special Counsel’s judgment, are necessary to adequately represent the City for the above-stated purposes. Any failure of Special Counsel to bill does not waive our right to collect for time and expenses incurred.

The City agrees to pay to Special Counsel the following hourly rates:

<u>Position</u>	<u>Rate</u>
Manager Andy Welch	\$300 per hour
Associate Warren Tillery	\$250 per hour
Associate Brandon Palmer	\$250 per hour
Other Associate Attorneys	\$225 per hour
Paralegal/Secretary	\$115 per hour

Additionally, five (5%) percent of the monthly bill will be charged as an administrative fee. This fee will be to reimburse Special Counsel for out-of-pocket expenses such as copying costs, postage, and billing expenses. Other costs such as court expenses, depositions, appraisals, expert witness fees, consultant fees, travel mileage, lodging expenses incurred and exhibits will also be charged separately from this administrative fee to the City Attorney. When traveling to meetings or other out-of-office locations pertaining to representation of the City, Special Counsel agrees to bill at half (1/2) of its hourly rate for the time traveling.

Special Counsel will maintain complete and accurate records of all time spent and funds expended in the representation of the City. Special Counsel will bill on a monthly basis with payment being due within thirty (30) days from the date of the bill.

RIGHT OF CLIENTS TO DISCHARGE SPECIAL COUNSEL

The City reserves the absolute right to discharge Special Counsel at any time. Should the City Attorney exercise this right, it agrees to provide Special Counsel with written notification of same and provide Special Counsel with a written explanation itemizing all reasons for discharge.

Further, if the City discharges Special Counsel, the City agrees to compensate Special Counsel for services rendered (including expenses) as of the date of discharge by paying the fair and reasonable value of such services and expenses.

DUTIES OF CLIENTS

The City Attorney and City officers and staff are obligated to: (i) disclose to Special Counsel all facts known regarding this matter with complete honesty and candor; (ii) cooperate fully with Special Counsel, follow instructions as Special Counsel may reasonably request of the City, and perform such reasonable tasks as Special Counsel may request; (iii) carefully consider the advice given by Special Counsel regarding this matter; (iv) pay for Special Counsel's services; and (v) maintain this document and the terms of this Agreement and all other documents, advice and communications associated with this matter as confidential except where disclosure is required by law or judicial order. Furthermore, City shall designate one or more persons in the City to serve as the primary point of communications with Special Counsel.

DEFAULT

Should the City or City officers and staff default in any of their obligations under this Agreement, Special Counsel has the absolute right to withdraw from representation; and Special Counsel's responsibility for pursuing this matter shall be terminated.

ACKNOWLEDGEMENT

The City hereby acknowledges that it has received a copy of this association agreement and understands fully the provisions contained within it. The City acknowledges that Special Counsel has made no guarantees regarding successful representation, and all expressions relative thereto are matters of Special Counsel's opinion only.

Finally, the City acknowledges that the individual signing this Agreement has the authority to bind the City to this Agreement.

CITY OF DALTON

SMITH WELCH WEBB & WHITE, LLC

THIS ____ DAY OF _____, 2019.

THIS ____ DAY OF _____, 2019.

BY: DENNIS MOCK
TITLE: Mayor for the City of Dalton,
Georgia

BY: ANDREW J. (ANDY) WELCH, III
TITLE: Special Counsel



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-5-19

Agenda Item: City of Dalton Committee Appointment – SPLOST Committee

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 final approval for the City of Dalton's nominees to the Whitfield County SPLOST Committee as outlined on the resolution.

CITY OF DALTON
RESOLUTION
Resolution No. 19-08

**RESOLUTION APPOINTING MEMBERS TO THE
SPLOST 2020 ADVISORY COMMITTEE**

WHEREAS, Georgia Code O.C.G.A. §48-8-110.1 authorizes the Whitfield County Board of Commissioners to impose a special sales and use tax (SPLOST); and

WHEREAS, O.C.G.A. §48-8-111 authorizes the City of Dalton to participate as a qualified municipality in the SPLOST for inclusion of city projects in the SPLOST referendum; and

WHEREAS, the Whitfield County Board of Commissioners has established a SPLOST 2020 Advisory Committee and the City of Dalton is authorized to appoint three (3) committee members and one (1) alternate member to said Advisory Committee; and

WHEREAS, the Mayor and Council has reviewed the applications and qualifications of the applicants; and

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

THAT THE CITY hereby appoints the following citizens to the 2020 SPLOST Advisory Committee to serve on behalf of the City of Dalton:

- 1.) Steve Card – member.
- 2.) David Pennington, IV – member.
- 3.) Allison Whittle – member.
- 4.) Tiger Wagner – alternate.

BE IT FURTHER RESOLVED, that said appointees shall serve at the pleasure of the Mayor and Council.

BE IT FURTHER RESOLVED, that the appointees shall comply with those duties and responsibilities of members as provided by the Guidelines for the 2020 SPLOST Advisory Committee as adopted by the Whitfield County Board of Commissioners.

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



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/5/2019

Agenda Item: The request of Crutchfield Properties to rezone from Light Manufacturing (M-1) to Rural Residential (R-5) a tract of land totaling 1.91 acres located along Conway Street. Parcel (12-275-05-063)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis and presentation

CITY OF DALTON
ORDINANCE
Ordinance No. 19-13

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From Light Manufacturing (M-1) To Rural Residential (R-5) Being A Tract of Land Totaling 1.91 Acres Located At Conway Street (Parcel No. 12-275-05-063); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Crutchfield Properties, LLLP (Owner) have filed an application with the City to rezone property located at Conway Street (Parcel No. 12-275-05-063);

WHEREAS, the Property is currently zoned Light Manufacturing (M-1);

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on July 22, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at Conway Street identified as Parcel No. 12-275-05-063 is hereby rezoned from Light Manufacturing (M-1) to Rural Residential (R-5).

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions

necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: July 31, 2019

SUBJECT: The request of Crutchfield Properties to rezone from Light Manufacturing (M-1) to Rural Residential (R-5) a tract of land totaling 1.91 acres located along Conway Street. Parcel (12-275-05-063)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Bryan Spence, with power of attorney.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-5 rezoning.

Bryan Spence represented the petitioner with staff-confirmed power of attorney. Mr. Spence stated that the staff analysis covered the details of this proposal accurately and that he would be the developer of this property if this rezoning is approved. Mr. Sanford asked Mr. Spence if he planned to build the same type of housing as he described in Item C to which Mr. Spence affirmed that it would be. Chairman Lidderdale asked Mr. Spence about the southern portion of the subject property that appears to not be included in the proposed sub-division attached to the staff analysis. Mr. Spence stated that the subject property's current owner also owns the southern tract and plans to only sell Mr. Spence the portion of the subject property shown in the proposed plat in the staff analysis and merge the leftover portion of the subject property with the rest of the southern tract. Mr. Spence went on to state that he would like to purchase and develop the southern tract at a future date, but it would not be part of the proposed rezoning.

Jeff Crevier, owner of the eastern adjacent M-2 tract, stated that he had recently purchased the adjacent manufacturing property and has begun remodeling the blighted structure. He stated that his intentions are to bring the structure back into manufacturing status and better appearance as well. Mr. Crevier went on to state his intentions to develop new manufacturing structures on the currently undeveloped western portion of his property. Mr. Crevier asked what type of impact he R-5 rezoning of the subject property might have on his property, and Chairman Lidderdale stated that he would be required to create a buffer along his western boundary if the subject property is rezoned R-5. Mr. Crevier stated that he is concerned with potential buffer requirements that may burden his future plans if the subject

property is rezoned to R-5. Some discussion occurred among the Planning Commission and staff members that resulted in the understanding that the impact of the subject property's R- rezoning would require an additional fifteen feet of setback and a buffer along his property's entire western boundary. Mr. Calhoun stated that a buffer could consist of either a sight impervious fence, earthen berm or sight impervious vegetation somewhere within the thirty-foot setback on the western boundary. Mr. Calhoun went on to state that if new development should occur on Mr. Crevier's tract that simply leaving the existing vegetation in the thirty-foot buffer area should satisfy the ordinance requirements, and he went on to clarify that the majority of Mr. Crevier's tract's western boundary would already be required to create a thirty-foot buffer since one of the western adjacent tracts is already zoned R-5. Mr. Crevier stated that he thought the proposed single-family residential design for the subject property would be a great fit for this area, but he went on to state that he was concerned about his being required to bear the burden of creating a thirty-foot buffer and losing developable area upon his property. Mr. Crevier then stated that he was concerned with the property boundary with his property and tract eight of the proposed subdivision on the subject property. This discussion ended after Mr. Minor suggested that Mr. Crevier have his property surveyed to compare to Mr. Spence's survey. Mr. Crevier stated that he had issues in regard to the FEMA flood plain on his property as well as stormwater issues caused by adjacent property. Chairman Lidderdale explained to Mr. Crevier that the Planning Commission is not an authority in flood plains or stormwater regulations and suggested that he speak with staff regarding those matters at a later time.

With no other comments heard for or against this hearing closed at 7:00

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Mr. Thomas then made a motion to recommend the R-5 rezoning as requested based on his agreement with the content of the staff analysis. Ms. McClurg seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Crutchfield Properties, LLP is seeking to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land (parcel 12-275-05-063) containing 1.91 acres and located along the south R/W of Conway Street. The tract is currently undeveloped. The rezoning request to R-5 is sought to serve a single purpose on the site: create an R-5 zone district in order to permit the creating of approximately eight new buildable tracts for the construction of single family detached dwellings.

The surrounding uses and zoning are as follows: 1) To the north, is a larger parcel containing Threadmill Lake zoned Low Density Single family residential; 2) To the east, is a tract zoned High Density Residential R-7 and contains eight condominium dwellings; 3) To the south, is an undeveloped eleven acre tract zoned R-5; 4) To the west, is a nine acre tract zoned M-2 that contains an aging manufacturing building that is significantly buffered from the subject property. All in all, a review of the zoning map shows the subject property to be at the convergence of residential and manufacturing land use and zoning. Land uses in this area appear to be a majority of single-family detached dwellings with the occasional multi-family dwelling. Manufacturing uses remain in this area due to the proximity to Highway 41 and the railway.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

In this area there is a significant and consistent pattern of single family detached development. There is a small multi family character in this area as well as manufacturing. This area of Dalton, surrounding highway 41, developed significantly during the 1960's and 1970's prior to the development of the interstate. Commercial and industrial use thrived along Highway 41 and extended Dalton's commercial and industrial footprint well beyond the historic downtown. With this influx of new commercial and industrial growth came the need for more employees and more employee housing outside the existing footprint of the city. This linear growth pattern that tends to follow major corridors is referred to as sprawl, and sprawl was a very typical development pattern during the golden age of the automobile across the nation. Throughout this area there is a mix of residential, commercial and manufacturing use where most commercial and manufacturing development surrounds Highway 41 and/or the railway. When viewing the residential development in this area one will see both new and old housing that are, for the most part, single family detached dwellings with an average lot size of 8,000 square feet. Since the introduction of the interstate system the industrial and commercial development pattern has shifted significantly in Whitfield County. Although commercial and manufacturing structures remain common along Highway 41, most of these structures are aging and some have even become blighted. Modern manufacturing development may still favor some portion of Highway 41 where it is in proximity to an interstate interchange along I-75, but little manufacturing or commercial investment has occurred along Highway 41 in recent years.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

Since the subject property is already zoned for the most intensive manufacturing zone district, there is no expectation that zoning the property to a lesser-intensive residential zone district would have any negative economic impact on the adjacent or nearby properties. The R-5 zone district is already a common zone district in this area.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

Based on the existing development in this area along with the zoning the subject property one can see where it could be developed for a light manufacturing use. The subject property is, however, well-suited for the proposed rezoning given the fact that it would be more reflective of existing zoning and land use in this area.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

If the subject property is rezoned from M-2 to R-5 there would be a significant reduction in achievable intensity of permitted use on the property, which would reduce potential burdening impacts to public infrastructure. Although, each of the proposed lots will require an individual street entrance, the accessible streets are local collector streets where traffic is moving slow and visibility is decent. There is a noticeable bend on Conway Street along the subject property that does somewhat restrict visibility, and with the introduction of eight new driveways from the subject property one may recognize the potential for new conflict points with through traffic.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan future development map marks this property within the Suburban Neighborhood character area. The Suburban Neighborhood character area describes areas where conventional patterns of post-World War II suburban residential subdivision development have been the dominant pattern. In addition to conventional subdivisions, some multi-family uses are present in this character area. Neighborhoods tend to be characterized by low pedestrian orientation, larger lot sizes, high to moderate degree of building separation, and are predominantly residential with scattered civic buildings and varied street patterns (often curvilinear) that include cul-de-sacs. The primary development pattern should accommodate infill development that compliments the scale, setback and style of existing adjacent homes. Primary land use in this character area should be single family residential. This request, as presented, fits well-within this character areas intent.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated,

unrelated district (spot zone) as interpreted by current Georgia law.

None identified. This rezoning would shrink the M-2 district and enlarge an existing R-5 district.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

The subject property is affected by the 1% flood plain along its entire northern boundary along Conway Street. Based on the proposed plat, however, it appears that there will be sufficient buildable area towards the central and rear of the proposed lots with the exception of lots one and eight. The only likely disturbance for his development within the floodplain would be the driveways. In other words, this proposed development looks achievable as submitted with the exception of lots one and eight which are or are almost entirely within the 1% flood plain. A base flood elevation study will have to occur in order to determine the actual base flood elevation on the subject property before the developer will be able to potentially develop lots one and eight.

CONCLUSION:

Staff can give a recommendation for the proposed R-5 rezoning based on the following factors:

- 1) Single family dwellings are typical in this area and the proposed lot size for this development are similar to many existing lots in this area.
- 2) Since the subject property is planned to be developed for single family dwellings that are reflective of the existing properties nearby, there is no concern for negative affect on property values.
- 3) No burden on public infrastructure is expected and the property, but staff recommend that hidden driveway signs be places along this area of Conway Street to alert drivers due to limited sight visibility from the subject property.

Crutchfield Properties Rezoning Request

M-1, Light Manufacturing

to

R-5, Rural Residential

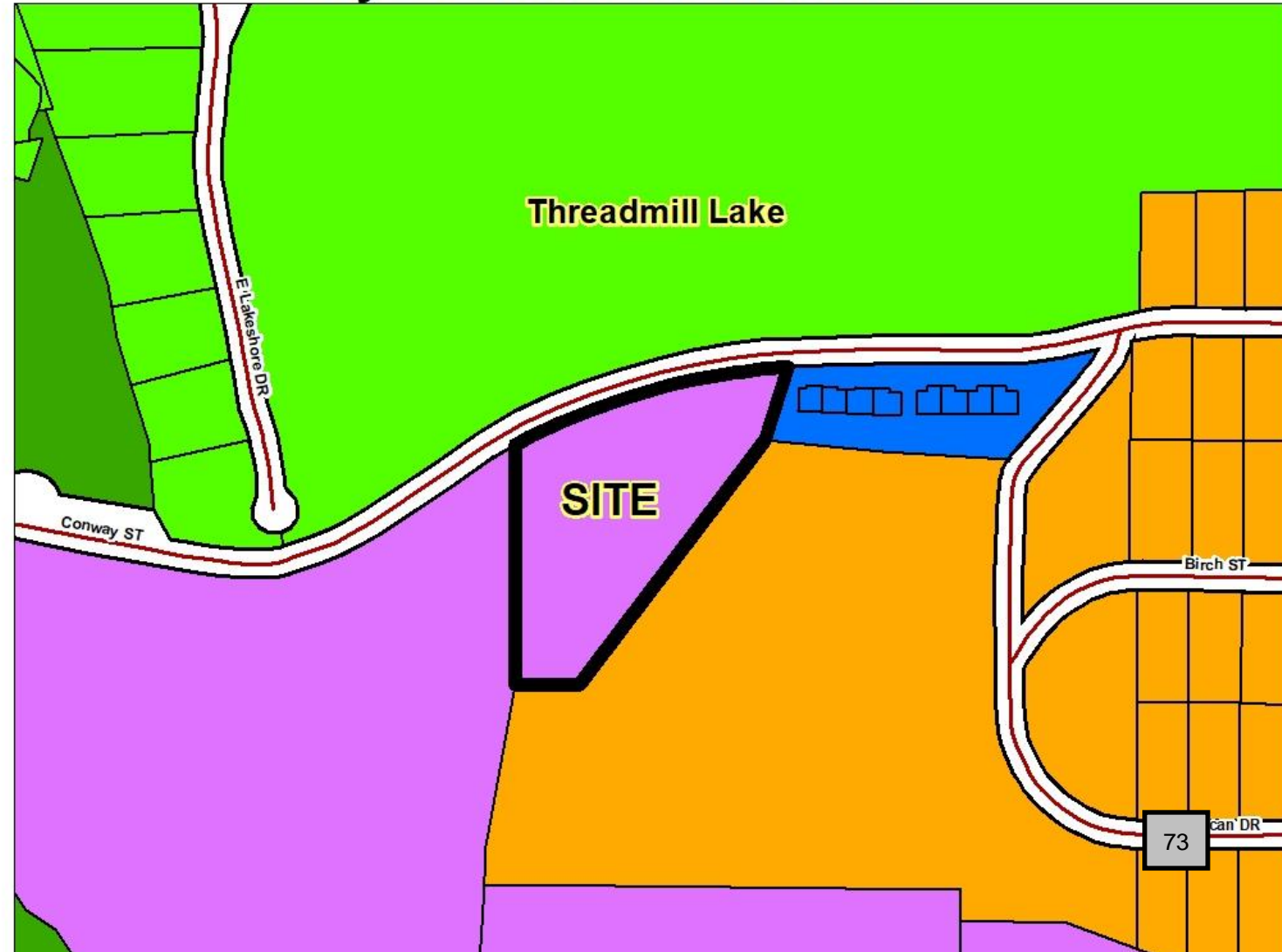
City of Dalton Jurisdiction



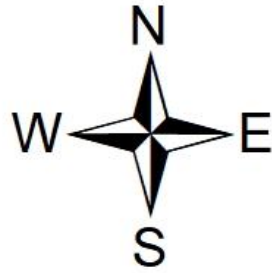
ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  High Density Residential (R-7)
-  Light Manufacturing (M-1)

FEET
200



Crutchfield Properties Rezoning Request
M-1, Light Manufacturing
to
R-5, Rural Residential
City of Dalton Jurisdiction



FEET
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Crutchfield Properties Rezoning Request

M-1, Light Manufacturing


to

R-5, Rural Residential

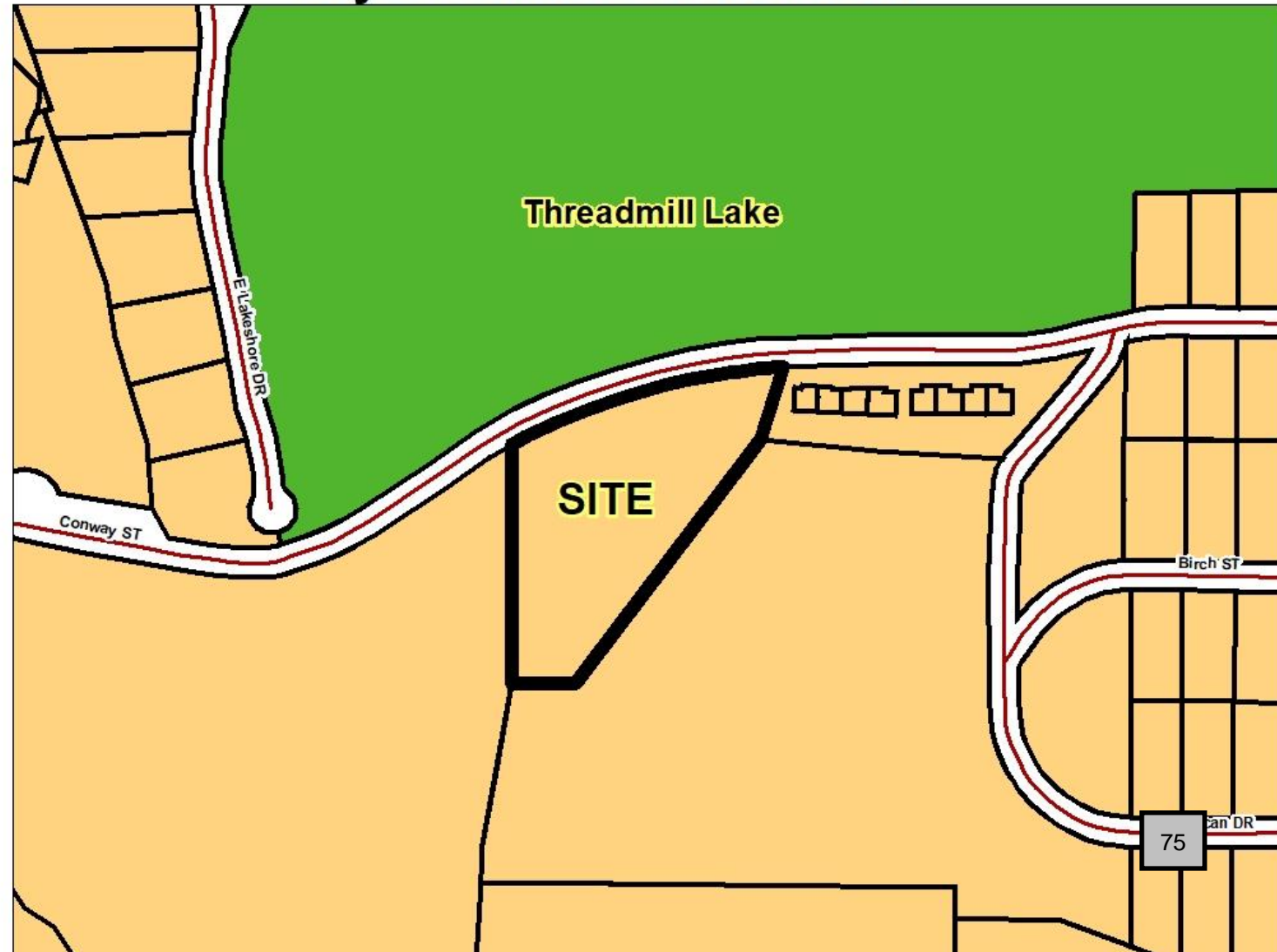
City of Dalton Jurisdiction



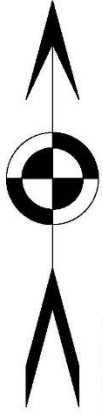
FUTURE DEVELOPMENT MAP

-  Preserve
-  Suburban

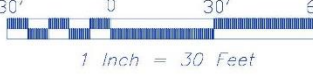
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THIS BOX RESERVED FOR THE CLERK OF SUPERIOR COURT

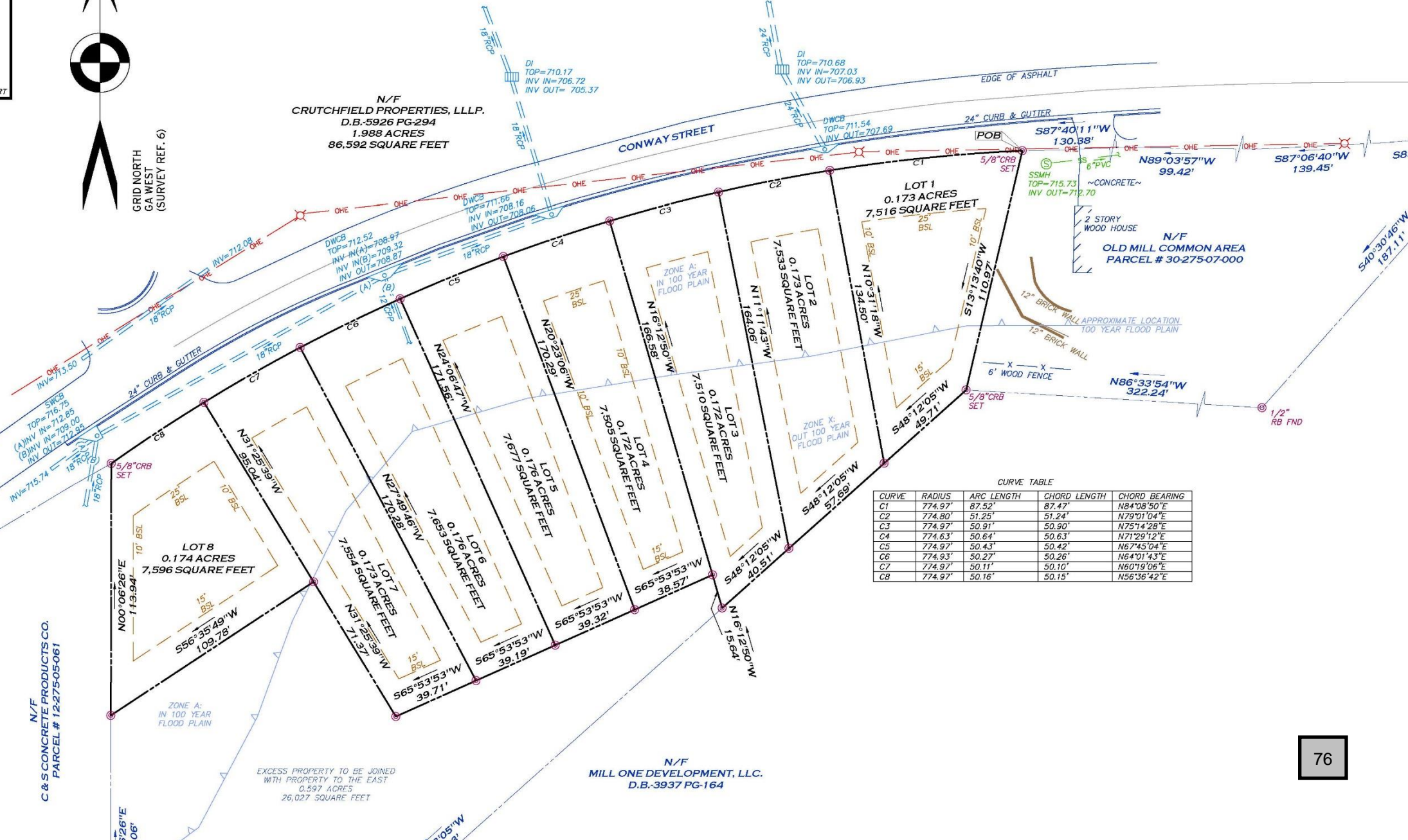


GRID NORTH
GA WEST
(SURVEY REF. 6)



1 Inch = 30 Feet

N/F
CRUTCHFIELD PROPERTIES, LLP.
D.B.-5926 PG-294
1.988 ACRES
86,592 SQUARE FEET



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	774.97'	87.52'	87.47'	N84°08'50"E
C2	774.80'	51.25'	51.24'	N79°01'04"E
C3	774.97'	50.91'	50.90'	N75°14'28"E
C4	774.63'	50.64'	50.63'	N71°29'12"E
C5	774.97'	50.43'	50.42'	N67°45'04"E
C6	774.93'	50.27'	50.26'	N64°01'43"E
C7	774.97'	50.11'	50.10'	N60°19'06"E
C8	774.97'	50.16'	50.15'	N56°36'42"E

N/F
C & S CONCRETE PRODUCTS CO.
PARCEL # 12-275-05-061

ZONE A:
IN 100 YEAR
FLOOD PLAIN

EXCESS PROPERTY TO BE JOINED
WITH PROPERTY TO THE EAST
0.597 ACRES
26,027 SQUARE FEET

N/F
MILL ONE DEVELOPMENT, LLC.
D.B.-3937 PG-164



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/5/2019

Agenda Item: The request of Greg Sims and John Forshner to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land totaling 3 acres located along Lance and Richardson Streets. Parcel (12-199-25-001)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis and presentation

CITY OF DALTON
ORDINANCE
Ordinance No. 19-14

An Ordinance Of The City Of Dalton To Rezone Certain Property Within The City Of Dalton From High Density Residential (R-7) To Rural Residential (R-5) Being A Tract of Land Totaling 3.0 Acres Located At Lance Street and Richardson Street (Parcel No. 12-199-25-001); To Provide An Effective Date; And For Other Purposes.

WHEREAS, Greg Sims and John Forshner (Owner) have filed an application with the City to rezone property located at Lance Street and Richardson Street (Parcel No. 12-199-25-001);

WHEREAS, the Property is currently zoned High Density Residential (R-7);

WHEREAS, the Owner is requesting the Property be rezoned to Rural Residential (R-5);

WHEREAS, the application for rezoning appears to be in proper form and made by all owners of the Property sought to be rezoned;

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed rezoning of the Property at a duly noticed public hearing held on July 22, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

The Property located at Lance Street and Richardson Street identified as Parcel No. 12-199-25-001 is hereby rezoned from High Density Residential (R-7) to Rural Residential (R-5).

-3-

The Unified Zoning Map of the City of Dalton shall be amended to conform to and reflect the rezoning of the Property as approved herein. City Staff is authorized and directed to take all actions

necessary to effectuate the rezoning of the Property as approved herein.

-4-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-5-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-6-

This Ordinance shall take effect and be in force from and after its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of Dalton requiring it.

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

DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: July 31, 2019

SUBJECT: The request of Greg Sims and John Forshner to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land totaling 3 acres located along Lance and Richardson Streets. Parcel (12-199-25-001)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Bryan Spence, with power of attorney.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested R-5 rezoning. There were no further questions for Mr. Calhoun from the Planning Commission.

Bryan Spence represented the petitioner with staff-confirmed power of attorney. Mr. Spence stated that the staff analysis accurately explained his proposed plan for the subject property and that he would be the developer if the requested rezoning is approved. Chairman Lidderdale asked Mr. Spence if these lots were fifty feet wide and Mr. Spence affirmed that they were. Mr. Spence stated that the single-family detached dwellings proposed would each be approximately 1,500-1,600 square feet in size.

With no other comments heard for or against this hearing closed at 6:36

Recommendation:

Chairman Lidderdale sought a motion on the requested R-5 rezoning. **Mr. Thomas then made a motion to recommend the R-5 rezoning based on his agreement with the content of the staff analysis. Mr. Sanford seconded the motion and a unanimous recommendation to approve the R-5 rezoning followed, 4-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Greg Sims and John Forshner are seeking to rezone from High Density Residential (R-7) to Rural Residential (R-5) a tract of land (parcel 12-199-25-001) containing 3.00 acres and located at the corner of Lance and Richardson Street. The tract is currently undeveloped. The rezoning request to R-5 is sought to serve a single purpose on the site: create an R-5 zone district in order to permit the creating of approximately twelve new buildable tracts for the construction of single family detached dwellings.

The surrounding uses and zoning are as follows: 1) To the north, are three tracts zoned Medium Density Single Family Residential R-3 that each contain a single family dwelling; 2) To the east, across Richardson Street are five tracts zoned R-3 where all but one contain a single family dwelling; 3) To the south, are two tracts of which one is zoned R-7 , 4) To the west, are five adjacent tracts of which four are zoned R-3 and one R-7. Three out of the five western adjacent tracts contain a single family dwelling. All in all, a review of the zoning map shows the subject property to be flanked by C-2 zoned tracts along the majority of its boundary with the exception of the northern adjacent tract. Land uses in this area appear to be a mix of single-family and general commercial with no clear pattern.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

In this area there is a significant and consistent pattern of, almost entirely, residential development. The residential development in this area does, however, vary in character from single family detached to multi family apartments. The most common zone districts in this vicinity are Medium Density Single Family Residential R-3 and High Density Residential R-7. While R-3 permits a similar lot size as R-5, R-3 only permits site built single family detached dwellings while R-5 permits manufactured homes, single family detached site build dwellings and duplexes. It is worth stating that R-5, in any form, would be significantly less dense than the current R-7 zoning of the subject property.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

Since the subject property is already zoned for the most intensive residential zone district there is no expectation that zoning the property to a lesser residential zone district would have any negative economic impact on the adjacent or nearby properties.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

Based on the existing development in this area along with the zoning the subject property is not improperly zoned as it is. The subject property is, however, well-suited for the proposed rezoning given the fact that it would limit the amount of density on the subject property more than what is currently permitted.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the

public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (R-5) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

If the subject property is rezoned from R-7 to R-5 there would be a significant reduction in achievable density on the property which would reduce potential impacts to public infrastructure. Although each of the proposed lots will require an individual street entrance, the accessible streets are local collector streets where traffic is moving slow and viability is good.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The comprehensive plan future development map marks this property within the Suburban Neighborhood character area. The Suburban Neighborhood character area describes areas where conventional patterns of post-World War II suburban residential subdivision development have been the dominant pattern. In addition to conventional subdivisions, some multi-family uses are present in this character area. Neighborhoods tend to be characterized by low pedestrian orientation, larger lot sizes, high to moderate degree of building separation, and are predominantly residential with scattered civic buildings and varied street patterns (often curvilinear) that include cul-de-sacs. The primary development pattern should accommodate infill development that compliments the scale, setback and style of existing adjacent homes. Primary land use in this character area should be single family residential.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

None identified. This rezoning would shrink the R-7 district and create an R-5 district. R-5 and R-3 share characteristics which means that this would not qualify as spot zoning.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

Aside from some topographical variation on the subject property there are no major inhibitors such as flood zones that would prohibit development. Richardson Street was recently upgraded to better accommodate stormwater and two-way traffic as well.

CONCLUSION:

Staff can give a recommendation for the proposed R-5 rezoning based on the following factors:

- 1) Single family dwellings are typical in this area and the proposed lot size for this development are similar to many existing lots in this area.

- 2) Since the subject property is planned to be developed for single family dwellings that are reflective of the existing properties nearby, there is no concern for negative affect on property values.
- 3) No burden on public infrastructure is expected and the property can be accessed and exited safely for residential use.

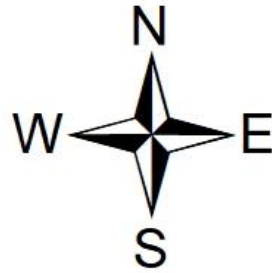
Sims/Forshner Rezoning Request

R-7, High Density Residential

to

R-5, Rural Residential

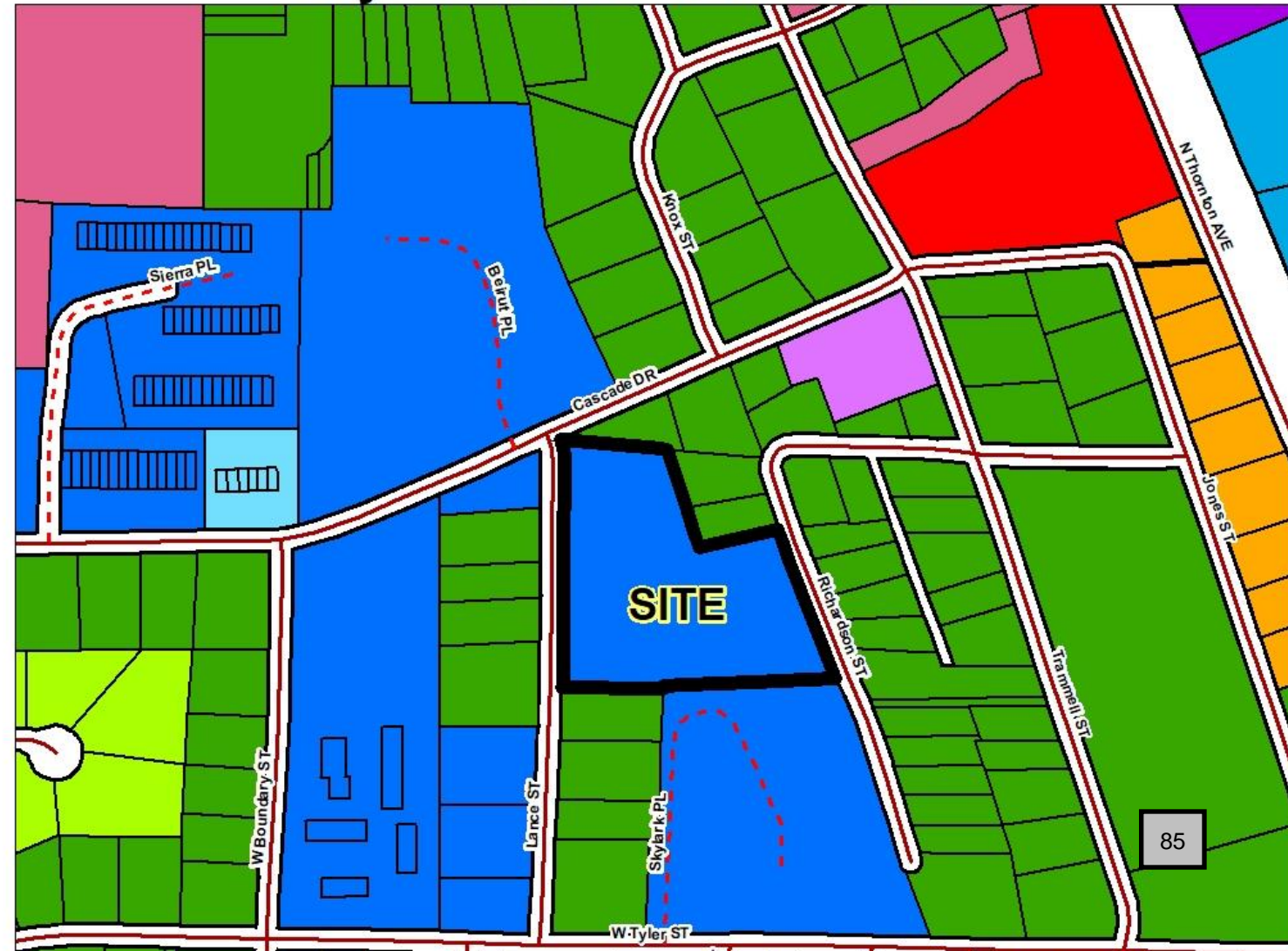
City of Dalton Jurisdiction



ZONING

-  Low Density Single Family Residential (R-2)
-  Medium Density Single Family Residential (R-3)
-  Rural Residential (R-5)
-  Transitional Residential (R-6)
-  Mixed Use (MU)
-  High Density Residential (R-7)
-  Neighborhood Commercial (C-1)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)
-  Light Manufacturing (M-1)

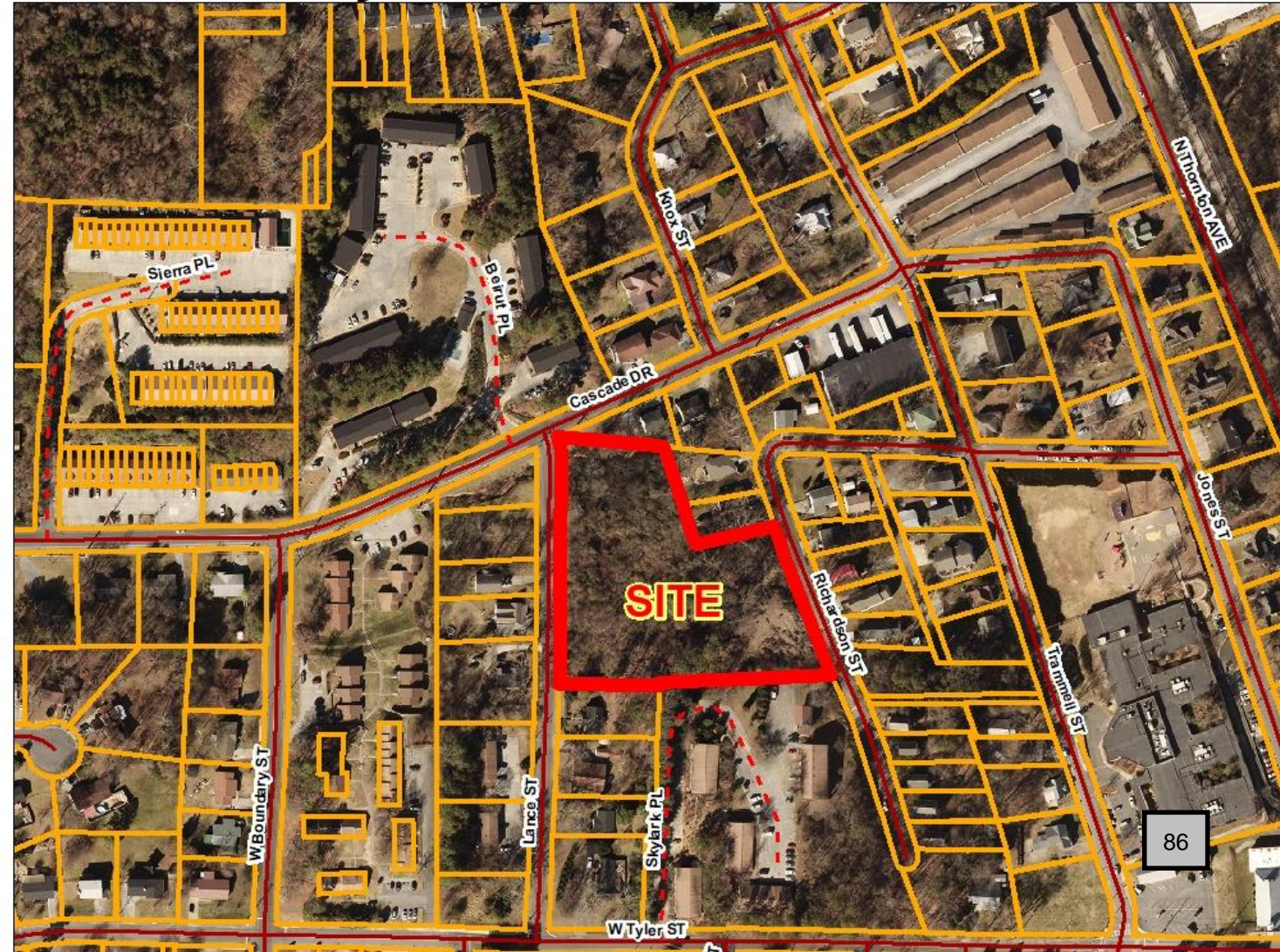
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**Sims/Forshner Rezoning Request
R-7, High Density Residential
to
R-5, Rural Residential
City of Dalton Jurisdiction**



**FEET
250**



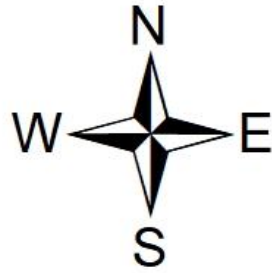
Sims/Forshner Rezoning Request

R-7, High Density Residential

to

R-5, Rural Residential

City of Dalton Jurisdiction

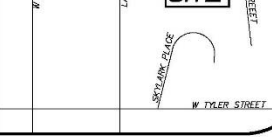


FUTURE DEVELOPMENT MAP



FEET
250





VICINITY MAP
SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED MAY 17, 2019.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 55,176" WITH AN ANGULAR ERROR OF 3.2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE SQUARES METHOD.
- 3) A SOKKIA SX TOTAL STATION, TOPCON SR GPS RECEIVER, CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- 4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 100,000+."
- 5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE NO. 1331300136D, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 19, 2007, FOR COMMUNITY NUMBER 130194, IN WHITFIELD COUNTY, GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A TOPCON HIPER SR GPS RECEIVER UTILIZING NETWORK RTK CORRECTIONS PROVIDED BY THE REAL TIME NETWORK OPERATED BY EARL DUDLEY. THE RELATIVE POSITION ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3 NATIONAL STANDARD SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .07 VERTICAL AT THE 95% CONFIDENCE LEVEL.
- 7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. LOWERY & ASSOCIATES MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
- 8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESITES, AND BURIAL GROUNDS AT TIME OF SURVEY.
- 9) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEED RECORDED IN DEED BOOK 774, PAGE 293, WHITFIELD COUNTY RECORDS.

OWNERS INFORMATION

BRIAN SPENCE
PHONE: (706)-947-6995
EMAIL: BSPENCE_101@AHOOC.COM

BUILDING SETBACKS

FRONT: 25'
REAR: 15'
SIDE: 10'

LEGEND

- (BEARING/DISTANCE)
- B.S.L.
- DI
- SWCB
- DWCB
- MB
- CRB
- OTW
- FND
- PROPERTY LINE
- OVERHANG/awning
- RECORD CALLS
- BUILDING SETBACK LINE
- BUILDING SETBACK LINE
- SANITARY SEWER MANHOLE
- DROP INLET
- SINGLE-WING CATCH BASIN
- DOUBLE-WING CATCH BASIN
- JUNCTION BOX
- REBAR
- CAPPED REBAR
- CONCRETE R/W MONUMENT
- OPEN TOP PIPE
- FOUND

THIS BOX RESERVED FOR THE CLERK OF SUPERIOR COURT

FINAL ACCURACY AND DESIGN CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL REQUIREMENTS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS HAVE BEEN FULLY COMPLIED WITH, AND APPROVAL HEREOF DOES NOT RELIEVE ME OF ANY LIABILITY ASSOCIATED WITH INACCURACIES OR IMPROPER DESIGN.

MITCHELL LOWERY GEORGIA RLS# 3109 DATE: _____

CERTIFICATE OF APPROVAL FOR PUBLIC WATER SYSTEM

I HEREBY CERTIFY THAT THE WATER SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: _____ DATE: _____

CERTIFICATE OF APPROVAL FOR PUBLIC WASTEWATER COLLECTION SYSTEM

I HEREBY CERTIFY THAT THE WASTEWATER COLLECTION SYSTEM SERVING THE PUBLIC ROADS ON THIS FINAL PLAT HAS BEEN INSTALLED (OR SUFFICIENT SURVEY HAS BEEN PROVIDED TO INSTALL) IN ACCORDANCE WITH THE REQUIREMENTS OF DALTON UTILITIES.

DALTON UTILITIES: _____ DATE: _____

CERTIFICATE OF APPROVAL FOR FIRE PROTECTION

I HEREBY CERTIFY THAT FIRE HYDRANTS AND WATER MAINS SERVING THE LOTS ON THIS FINAL PLAT HAVE BEEN INSTALLED AND FLOW REQUIREMENTS FOR THE FIRE HYDRANTS HAVE BEEN MET IN ACCORDANCE WITH THE REQUIREMENTS OF THE WHITFIELD COUNTY BUILDING CODE FOR FIRE HYDRANT AND WATER SUPPLY REQUIREMENTS.

WHITFIELD COUNTY FIRE CHIEF: _____ DATE: _____

CERTIFICATE OF APPROVAL FOR RECORDING (MINOR SUBDIVISION)

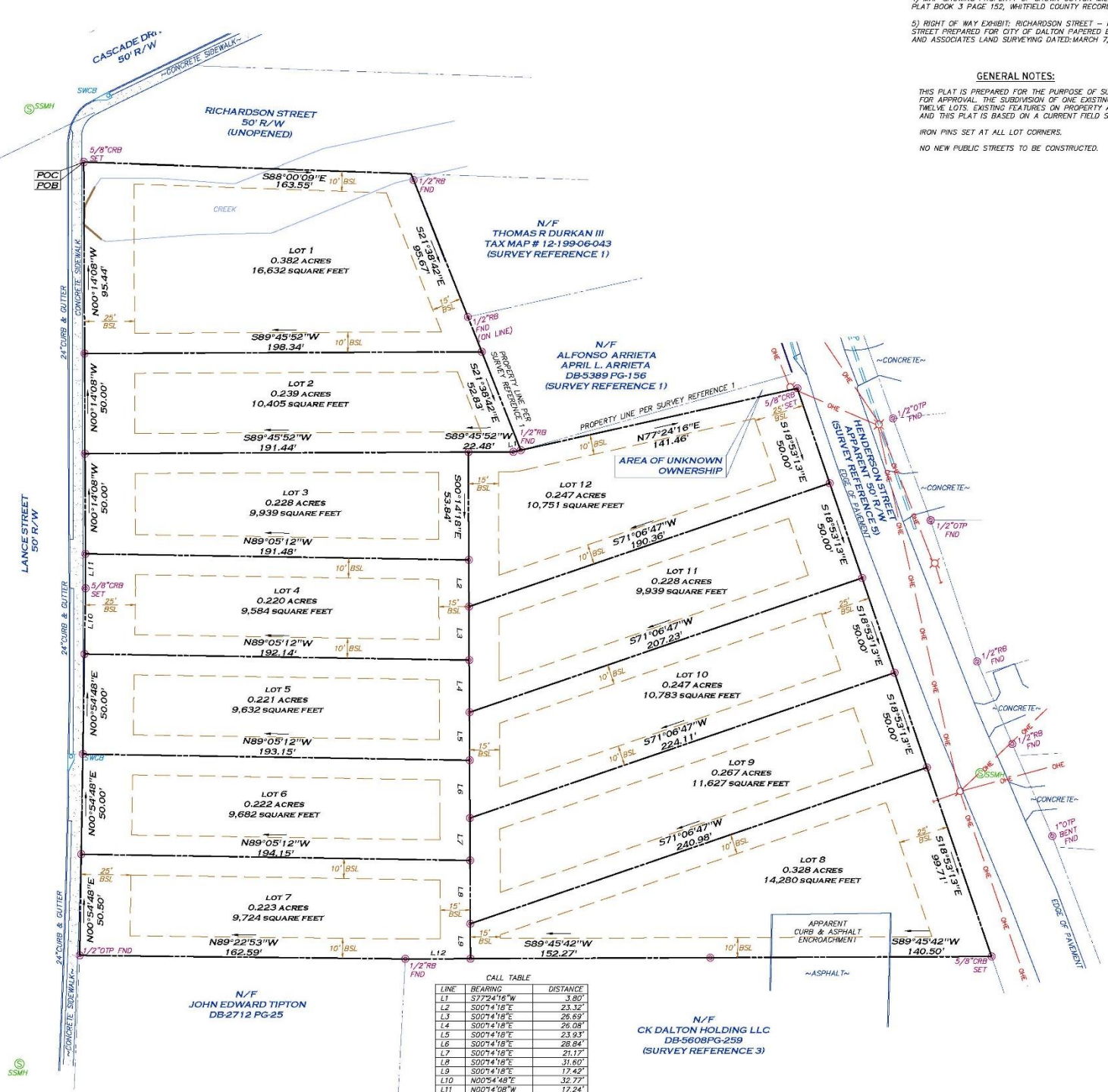
THE WHITFIELD COUNTY BUILDING, ZONING AND DEVELOPMENT DEPARTMENT CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINOR SUBDIVISION PROVISIONS OF THE WHITFIELD COUNTY SUBDIVISION REGULATIONS, [WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED UPON THE PLAT], AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITFIELD COUNTY, GEORGIA.

DATE: _____ AUTHORIZED REPRESENTATIVE: _____

SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL, OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA

GRID NORTH
GA WEST
(SURVEY NOTE 6)



CALL TABLE		
LINE	BEARING	DISTANCE
L1	S77°24'16"W	3.80'
L2	S00°14'18"E	23.32'
L3	S00°14'18"E	26.69'
L4	S00°14'18"E	26.08'
L5	S00°14'18"E	23.93'
L6	S00°14'18"E	26.84'
L7	S00°14'18"E	25.73'
L8	S00°14'18"E	31.60'
L9	S00°14'18"E	17.42'
L10	N00°54'48"E	32.77'
L11	N00°14'08"W	17.24'

N/F
JOHN EDWARD TIPTON
DB-2712 PG-25

N/F
CK DALTON HOLDING LLC
DB-5608PG-259
(SURVEY REFERENCE 3)



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08-5-2019

Agenda Item: Ordinance 19-15 - George Mosley Annexation

Department: City Clerk

Requested By: Gesse Cabrera

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:

Ordinance 19-15 - The request of George Mosely to annex a tract of land totaling 1.7 acres located at 1707 Dug Gap Road into the City of Dalton. Parcel (12-273-05-002)

CITY OF DALTON
ORDINANCE
Ordinance No. 19-15

An Ordinance Of The City Of Dalton To Annex Property Into The City Of Dalton Pursuant To Chapter 36, Title 36 Of The Official Code Of Georgia Annotated; To Maintain The Zoning Of Said Property As High Density Residential R-7 Zoning Classification; To Provide An Effective Date; And For Other Purposes

WHEREAS, George T. Mosley and Hope E. Mosley have made written application to the City of Dalton for annexation of unincorporated lands contiguous to the existing corporate limits of the City of Dalton located at 1707 Dug Gap Road and identified as Parcel No. 12-273-05-002; and

WHEREAS, the written application for annexation appears to be in proper form and to be made by all of the owners of all of the lands sought to be annexed;

WHEREAS, the Property is currently zoned High Density Residential (R-7);

WHEREAS, the Owner is requesting the Property zoning remain High Density Residential (R-7);

WHEREAS, the rezoning is in conformity with the City of Dalton Joint Comprehensive Plan;

WHEREAS, the Dalton-Whitfield Planning Commission considered the proposed annexation of the Property at a duly noticed public hearing held on July 22, 2019 and subsequently forwarded its favorable recommendation to the Mayor and Council;

BE IT ORDAINED by the Mayor and Board of Alderman of the City of Dalton and by authority of the same it is hereby ORDAINED as follows:

Section 1.

The recitals contained herein above are incorporated herein by reference and are adopted

as findings and determinations of the Mayor and Council.

Section 2.

Based upon all of the considerations applicable to annexation and zoning decisions of the City of Dalton and upon review of the recommendation of the Dalton-Whitfield County Planning Commission and its professional land-use staff's analysis, the Mayor and Board of Aldermen find the requested zoning classification to be proper and the land is hereby annexed and zoned as requested subject to all the provisions and requirements of that zoning classification.

Section 3.

The lands hereinafter described are hereby annexed into the corporate limits of the City of Dalton:

All that tract or parcel of land lying and being in Land Lot No. 273 in the 12th District and 3rd Section of Whitfield County, Georgia and being Lot No. 2 of the King and Hackney Subdivision No. 2, and being more particularly described according to a play of survey prepared for Harold R. Williams and Eva Marie Williams and Decatur Federal Savings and Loan Association by Peter L. Bakkum, Georgia Registered Land Surveyor No. 1096, dated April 18, 1985, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin on the west line of Land Lot 273, said point being located in a northerly direction, as measured along said Land Lot line, a distance of 591.5 feet from the southwest corner of Land Lot No. 273; thence north, along the west line of Land Lot No. 273 a distance of 180 feet to an iron pin; thence east a distance of 474.1 feet to an iron pin; thence south 35 degrees 16 minutes west, along the west right of way line of Dug Gap Road a distance of 220.5 feet to an iron pin; thence west a distance of 346.8 feet to an iron pin which is THE POINT OF BEGINNING.

Section 4.

The Property shall maintain the R-7 zoning classification subject to all the provisions

and requirements of that zoning classification.

Section 5.

The acreage of the Property is approximately 1.7 acres. No streets or roads are affected by this annexation.

Section 6.

The City Clerk of the City of Dalton, Georgia is instructed to send an annexation report that includes certified copies of this Ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, to the Georgia Department of Community Affairs, and to the governing authority of Whitfield County, Georgia, within thirty (30) days after the effective date of the annexation as set forth herein above.

Section 7.

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

Section 8.

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

Section 9.

This Ordinance shall become effective for ad valorem tax purposes on December 31 of the year during which such annexation occurred and for all other purposes shall become effective on the first day of the month following the month during which the requirements of Article 2, 3,

or 4 of Chapter 36, Title 36 of the Official Code of Georgia Annotated, whichever is applicable, have been met.

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.

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



RECEIVED APR 17 2019

ANNEXATION APPLICATION

I HEREBY REQUEST THE MAYOR AND COUNCIL OF THE CITY OF DALTON ANNEX THE PROPERTY DESCRIBED BELOW IN THIS APPLICATION.

PLEASE LIST THE APPLICANT NAME REQUESTING ANNEXATION

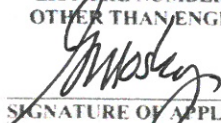
APPLICANT NAME:	George's Hope Mosley
APPLICANT ADDRESS:	1706 Dug Gap Rd.
CITY, STATE & ZIP:	Dalton, GA 30720
TELEPHONE NUMBER:	H: 706-226-8575 C: 706-581-8140

PROPOSED PROPERTY TO BE ANNEXED

(1) STREET ADDRESS OF PROPERTY TO BE ANNEXED:	1706 Dug Gap Rd
(2) SUBDIVISION OF THE PROPERTY TO BE ANNEXED:	King's Hackney Subdivision #2
(3) LOT(S) NUMBER OF THE PROPERTY TO BE ANNEXED:	Tract #2
(4) FUTURE INTENDED USE OF THE PROPERTY TO BE ANNEXED:	Residential

- PROPOSED ZONING CLASSIFICATION R-7 (current zoning)
- PROPOSED AMOUNT OF ACREAGE TO BE ANNEXED 1.7
- TAX MAP NUMBER/PARCEL NUMBER 12-273-05-002
- HOUSING UNITS 1

- (1) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF REGISTERED VOTERS
- (2) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS OF VOTING AGE, IF DIFFERENT NUMBER THAN SHOWN IN NUMBER (1)
- (3) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF ADULTS IN THE HOUSEHOLD.
- (4) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF CHILDREN IN THE HOUSEHOLD.
- (5) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF HOUSING UNITS.
- (6) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, PLACE NUMBER OF RESIDENTS IN APPLICABLE BOX. CAUCASIAN LATINO
 AFRICAN AMERICAN OTHER
- (7) IF RESIDENTIAL PROPERTY AT THE TIME OF THIS CONTRACT, LIST THE NUMBER OF PERSONS WHOSE PRIMARY LANGUAGE IS OTHER THAN ENGLISH.


SIGNATURE OF APPLICANT(S)

4/16/2019
DATE



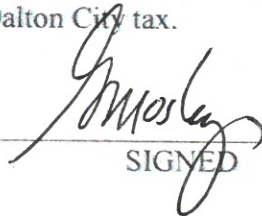
NOTICE TO ALL LANDOWNERS REGARDING ANNEXATION

If your request to annex your property into the City of Dalton is approved by Whitfield County, you will be charged a city property tax for the City of Dalton as well as a Public School tax. This will appear on your property tax bill that you receive from Whitfield County. The millage rate is 2.537 mils per at 100% of assessed property value.

Example: If your property is valued at \$100,000 – your assed value is 100% or $\$100,000 \times 2.537$ mils, your Dalton City tax would be \$253.7 per year.

Should you have any questions, please contact the Whitfield County Tax Commissioners office at (706) 275-7510.

I have read the above statement and understand that if my property is annexed, I will be charged Dalton City tax.


SIGNED

4/16/2019
DATE

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot No. 273 in the 12th District and 3rd Section of Whitfield County, Georgia and being Tract No. 2 of King and Hackney Subdivision No. 2, and being more particularly described according to a plat of survey prepared for Harold R. Williams and Eva Mae Williams and Decatur Federal Savings and Loan Association by Peter L. Bakkum, Georgia Registered Land Surveyor No. 1096, dated April 18, 1985, and being more particularly described according to said survey as follows:

BEGINNING at an iron pin located in the west line of Land Lot No. 273, said point being located in a northerly direction, as measured along said Land Lot line, a distance of 591.5 feet from the southwest corner of Land Lot No. 273; thence north, along the west line of Land Lot No. 273 a distance of 180 feet to an iron pin; thence east a distance of 474.1 feet to an iron pin; thence south 35 degrees 16 minutes west, along the west right of way line of Dug Gap Road a distance of 220.5 feet to an iron pin; thence west a distance of 346.8 feet to an iron pin which is THE POINT OF BEGINNING.

For prior title, see Deed Book 3174 Page 123, Whitfield County, Georgia Land Records.

EXHIBIT “B”

4-1. - Establishment of districts.

4-1-9 *High density residential (R-7)*. This district is established as a high density residential district allowing as many as 20 dwelling units per acre. Multiple structures per lot shall be permitted in this district. Because of the increased density allowed in this district, any such lots must be served by public sewer or an approved central on-site sewage management system.

OWNERSHIP VERIFICATION

The undersigned is the / an owner of an interest in the lands described in the attached Annexation Contract, which proposes to amend the Official Zoning Map of Dalton, Georgia, and concurs in the application. The undersigned's interest in the lands described in the application is as follows:

12-273-05-002

*Describe parcel or parcels and nature of interest
and percentage of interest*

100%

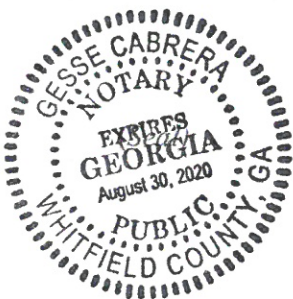
I hereby appoint N/A
my attorney in fact with full authority, my name, place, and stead, to apply for the
zoning amendment as set forth in the attached annexation contract.

Mosley
(Owner's Name)

Hope Elaine Mosley

Sworn to and subscribed
Before me, this 17 day
of April, 2019.

[Signature]
Notary Public



300 west wagon

Deed Doc: ESTD
Recorded 09/26/2016 03:01PM
Georgia Transfer Tax Paid : \$200.00
MELICA KENDRICK
Clerk Superior Court, WHITFIELD County, Ga
BK 06401 Pg 0089-0091
Prel 002356
doc# 7873

[Space above this line for recording data.]

Please Record and Return to:

✓ J. Tom Minor, IV
Minor, Bell & Neal
P.O. Box 2586
Dalton, GA 30722-2586

EXECUTOR'S DEED

Georgia, Whitfield County

THIS INDENTURE made this 23rd day of September, 2016, between **Philip R. Williams, as Executor of the Last Will and Testament of Eva Mae Pope Williams, Grantor, and Hope Elaine Mosley and George T. Mosley, as joint tenants with survivorship and not as tenants in common, Grantee.**

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

THE GRANTOR, for and in consideration of the sum of ten dollars and other valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the said Grantee all that tract or parcel of land as more particularly described in Exhibit "A" attached hereto, reference to which is hereby made and incorporated herein by reference.

THIS CONVEYANCE is made subject to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

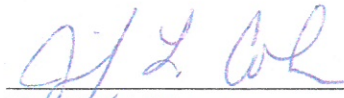
TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then the survivor of them in Fee Simple, together

with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor. The said Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the lawful claims of all persons claiming by, through or under Grantor.

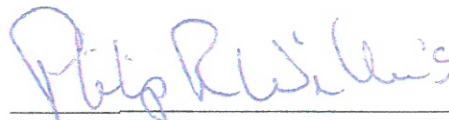
THIS CONVEYANCE is made pursuant to Official Code of Georgia Annotated § 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

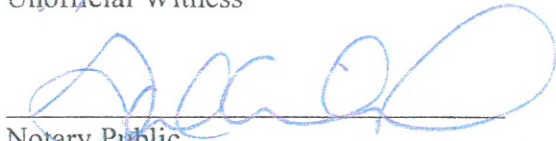
Signed, sealed and delivered
In the presence of:



Unofficial Witness



Philip R. Williams, as Executor of the Last Will
and Testament of Eva Mae Pope Williams

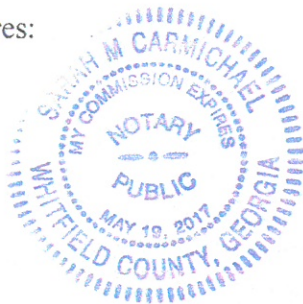


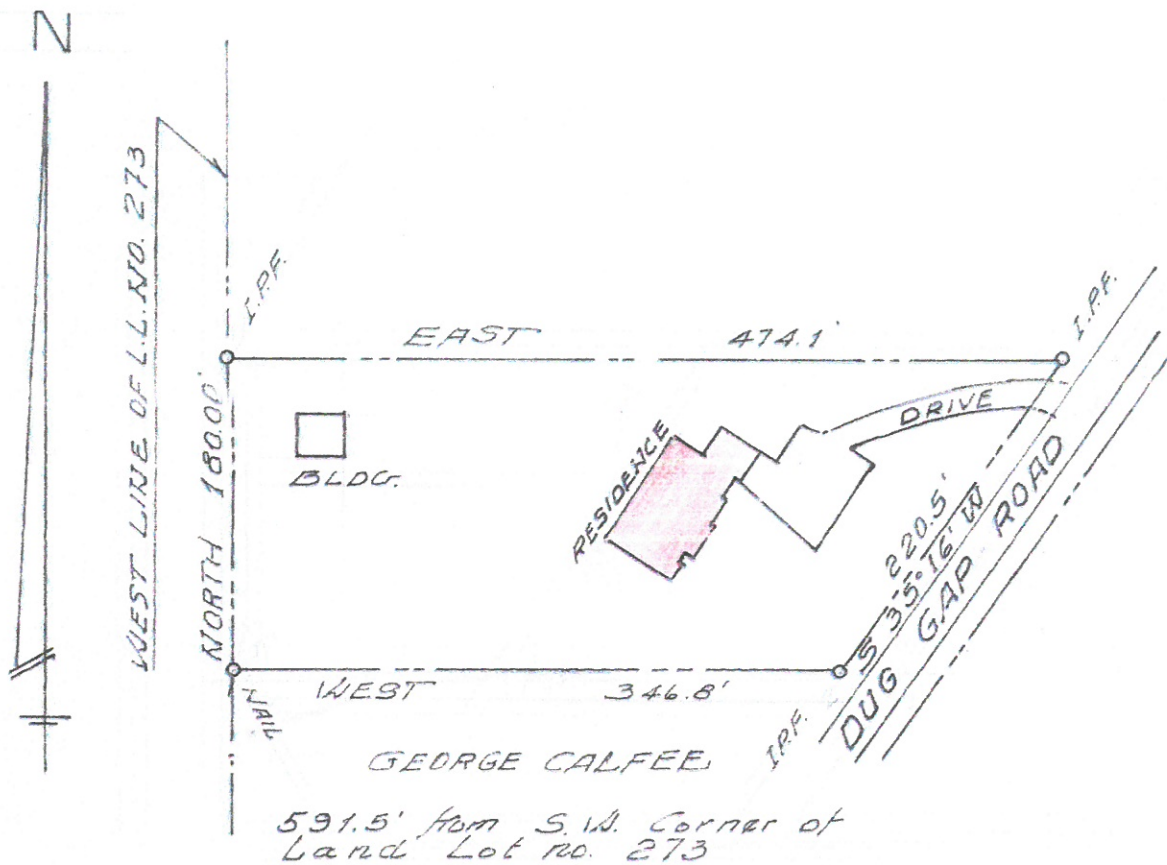
Notary Public

My Commission Expires:

[Notarial Seal]

File No. 20160766





PLAT FOR
HAROLD R. WILLIAMS and EVA MAE WILLIAMS
and DECATUR FEDERAL SAVINGS and Loan, Assoc.

Property is located in Land Lot no. 273,
12th District, 3rd Section,
Whitfield County, Georgia

Scale: 1" = 100'

Date: April 18, 1985



I HEREBY CERTIFY THAT THIS
PROPERTY DOES NOT
WITHIN THE BOUNDARY PLANE
DATE April 18, 1985

Bakkum - DeLoach & Assoc., Inc.
1020 Saint Charles Street
Dalton, Georgia

Peter L. Bakkum
Peter L. Bakkum
Ga. Reg. L.S. no. 1096



Mapping

Show All Selections

Selection Options Clear

Zoom to selected map feature

Selected Parcel's Feature

Parcel Number 12-273-05-002

Zoning High Density Residential (R-7)

Zoning High Density Residential (R-7)

Area as Drawn WEDGEWOOD

Subdivision Name WEDGEWOOD

Street Extension 1706

House Number 1706

Street Direction RD

Street Type DUG GAP

Street Name DUG GAP

Unit 170A

Legal Description KING&HACKNEY 2

Tax District 06

Assessed Acres 1.7

Owner Name MOSLEY HOPE

Owner Address ELAINE &

Owner City GEORGE T

Owner State 1901 TARA PLACE

Owner Zip DALTON

Residential Improvement 141256

Commercial Improvement 5000

Accessory Improvement 17850

Land Value 5000

Description 12-273-05-002

Tax Assessor Details (not for use outside of the County) 12-273-05-002

Public Parcel Details 12-273-05-002

Subscriber Parcel Details 12-273-05-002

Map Tool Options

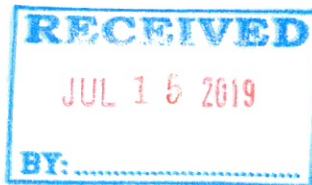
The current cursor mode is set to 'Zoom In'. Clicking on the map directly will zoom in on the map centered at the point clicked. Dragging on the map will create a 'Zoom Window' which will be used to approximate the new extent of the map.

Active Tool: Zoom



Whitfield County

Board of Commissioners



Board Members
R. Lynette Laughter, Chairman
Harold Brooker
Barry W. Robbins
Roger Crossen
Greg Jones

July 9, 2019

Honorable Dennis Mock
Mayor, City of Dalton
P.O. Box 1205
Dalton, GA 30722

RE: Tax Parcel No. 12-273-05-002

Dear Mayor Mock:

At the July 8, 2019, Regular Business Meeting of the Whitfield County Board of Commissioners, the Board voted unanimously to have no land use classification objection to the annexation of Tax Parcel No. 12-273-05-002.

Regards,

A handwritten signature in blue ink, appearing to read "Mark Gibson".

Mark Gibson,
County Administrator

C: Ethan Calhoun, Northwest Georgia Regional Commission
Jess Hansen, GIS Coordinator
Claude Craig, Emergency Services Director
File



April 18, 2019

Mr. Dennis Mock
Mayor, City of Dalton
Post Office Box 1205
Dalton, Georgia 30722-1205

RE: Annexation Request for 1706 Dug Gap Road (12-273-05-002)

Dear Mayor Mock:

As requested in your April 18, 2019, memorandum, Dalton Utilities has reviewed the annexation request for George & Hope Mosley for 1.7 Acres +/- located at 1706 Dug Gap Road, Land Lot 276, 12th District & 3rd Section of Whitfield County, Georgia. The property is further described as parcel number 12-273-05-002 by the Whitfield County Tax Assessors Office.

For informational purposes, Dalton Utilities has evaluated the capacity of our utility infrastructure to serve the property. Dalton Utilities can provide the following:

1. Potable water – Is available to this property.
2. Sanitary Sewer- Is available to this property.
3. Natural Gas- Is available to this property.
4. Electric- DU Electric is available to this property.
5. Optilink- Is available to this property.

Please do not hesitate to contact me at (706) 529-1011 or mbuckner@dutil.com should any questions arise or if we may be of assistance.

Sincerely,

Mark Buckner, P.E.

William C Cason III
Chief of Police
ccason@cityofdalton-ga.gov
www.daltonpblog.org
www.cityofdalton-ga.gov/police



Public Safety Commission
Terry Mathis
Keith Whitworth
Bill Weaver
Kenneth E. Willis
Carlos Calderin

DALTON POLICE DEPARTMENT

301 Jones Street, Dalton, Georgia 30720
Phone: 706-278-9085 • Fax: 706-272-7905

Date: April 23, 2019
To: Chief Cliff Cason
From: Lieutenant Ricky Long
RE: 1706 Dug Gap Road

Chief Cason:

I have reviewed the annexation request for 1706 Dug Gap Road, parcel number 12-273-05-002. The annexation of this property will have little or no impact on law enforcement services in this area.

Sincerely,

Lieutenant Ricky Long
Patrol Operations

DALTON FIRE DEPARTMENT

TODD PANGLE
Fire Chief
Telephone 706-278-7363
Fax 706-272-7107
tpangle@cityofdalton-ga.gov

404 School Street
Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Bill Weaver
Keith Whitworth
Terry Mathis
Kenneth E. Willis
Anthony Walker

April 19, 2019

Mr. Jason Parker
City Administrator
City of Dalton
Dalton, GA 30720

Re: Annexation proposal for parcel #12-273-05-002
1706 Dug Gap Rd.

Greetings,

A review of the proposed annexation listed above has been completed, it has been determined there would not be a negative impact to the fire protection in the area as a result of such annexation approval.

There is sufficient water available in the area as well as meeting the proximity requirement of our ordinance to recommend acceptance of the proposal relative to fire protection at this time.

Thank you,

Todd Pangle
Fire Chief
Dalton Fire Department

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@cityofdalton-ga.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

M E M O R A N D U M

TO: Dennis Mock, Mayor
Attn: Bernadette Chattam, City Clerk

FROM: Benny J. Dunn
Public Works Director

RE: ANNEXATION REQUEST
George & Hope Mosley
1706 Dug Gap Road
1.70 Acres
Parcel Numbers: 12-273-05-002
Zoning Classification: R-7

DATE: April 19, 2019

Please be advised that the Public Works Department has no objections to the annexation of the above referenced property.

DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: July 31, 2019

SUBJECT: The request of George Mosley annex a tract of land totaling 1.7 acres located at 1707 Dug Gap Road into the City of Dalton. Parcel (12-273-05-002)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Ethan Calhoun, since the property owner filed the request under the 100% method he was not required to be present for the public hearing.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was in favor of the requested annexation into the City of Dalton.

With no other comments heard for or against this hearing closed at 7:03

Recommendation:

Chairman Lidderdale sought a motion on the requested City of Dalton annexation. **Mr. Sanford then made a motion to recommend the requested annexation based on his agreement with the content of the staff analysis. Mr. Minor seconded the motion and a unanimous recommendation to approve the annexation followed, 4-0.**

**STAFF ANALYSIS
ANNEXATION REQUEST
Unified Zoning Ordinance**

ZONING CASE:

George Mosley is seeking annexation of a parcel (#12-273-05-002) into The City of Dalton. located at 1706 Dug Gap Road within the High Density Residential (R-7) zone district. Dalton's current corporate boundary flanks the subject property on three sides.

The surrounding land uses and zoning are as follows: 1) To the north is a ten structure condominium development zoned R-7, 2) to the east, are two adjacent tracts containing single family detached dwellings that are each zoned Low Density Single Family Residential R-2, 3) to the south, is a tract containing a single family detached dwelling also zoned R-2, 4) To the west, are three adjacent tracts that each contain a single family detached dwelling all zoned R-2. Zoning would not be affected by this annexation if it is approved since both the city and in the county under the Unified Zoning Ordinance.

<u>Administrative Matters</u>		<u>Yes</u>	<u>No</u>	<u>N/A</u>
A.	Is an administrative procedure, like a variance, available and preferable to annexation?		<u>X</u>	
B.	Have all procedural requirements been met? 1. Legal ad July 5, 2019 (16 days notice) 2. Property posted July 5, 2019 (Yes -- one sign on the lot frontage; 16 days notice.)	<u>X</u>		
C.	Has a plat been submitted showing a subdivision of land?			<u>X</u>
D.	The following special requirements have an impact on this request: 100-year flood plain Site Plan (none required) Buffer Zones (none required) Soil Erosion/Sedimentation Plan Storm Water Requirements		<u>X</u> <u>X</u> <u>X</u> <u>X</u> <u>X</u>	

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

Yes. Almost all properties in the vicinity are single family detached dwellings in the heart of existing subdivisions with the exception of the condominium development to the north. The subject property is consistent with the surrounding lot sizes as well. This annexation, if approved, would shrink an existing county island within the City of Dalton.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

No impact is expected if this annexation is approved.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

This annexation will not affect the subject property's use or character. If this property is annexed, then it will be able to benefit from city services that are already offered to the majority of adjacent properties.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

No impact. The zoning will be the same, but the jurisdiction will change. The property owners have completed an application to annex under the 100 percent method, which means it is by their choice.

(E) Whether the proposed amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

No impact is expected. Service extensions to the area have occurred through the years. More properties in the vicinity are now within the city of Dalton, as compared to the county jurisdiction. The subject property is already served by utilities. The annexation of a single family detached dwelling should have no burden on the city school's capacity.

(F) Whether the property sought to be annexed is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The subject property is within the Suburban Neighborhood character area. This character area is shared by both Whitfield County and the City of Dalton. This annexation would have no conflict with the Comprehensive Plan or Future Development Map.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether the proposed zoning change constitutes an "entering wedge" and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

This request, if approved, would simply help create a more consistent boundary within the City of Dalton.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a lo

period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A

CONCLUSION: The staff recommendation is that the subject property is very much suited for annexation into the City of Dalton. The request is consistent with the Comprehensive Plan, and the uses and zoning of all properties in the vicinity.

Mosley Annexation into City of Dalton

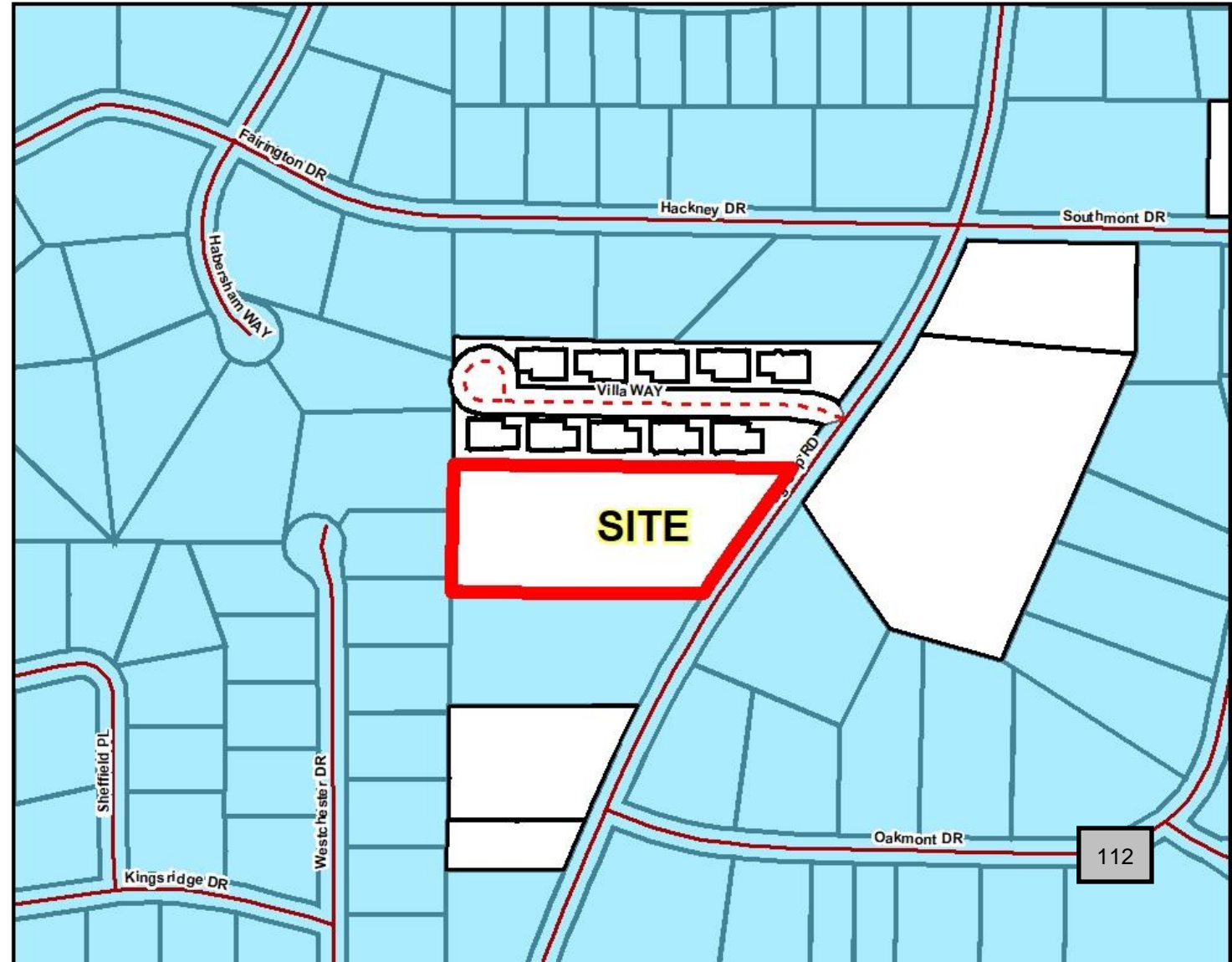
Zoning to Remain as R-7, High Density Residential



DALTON CITY LIMITS

 Town_Boundaries

Feet
200

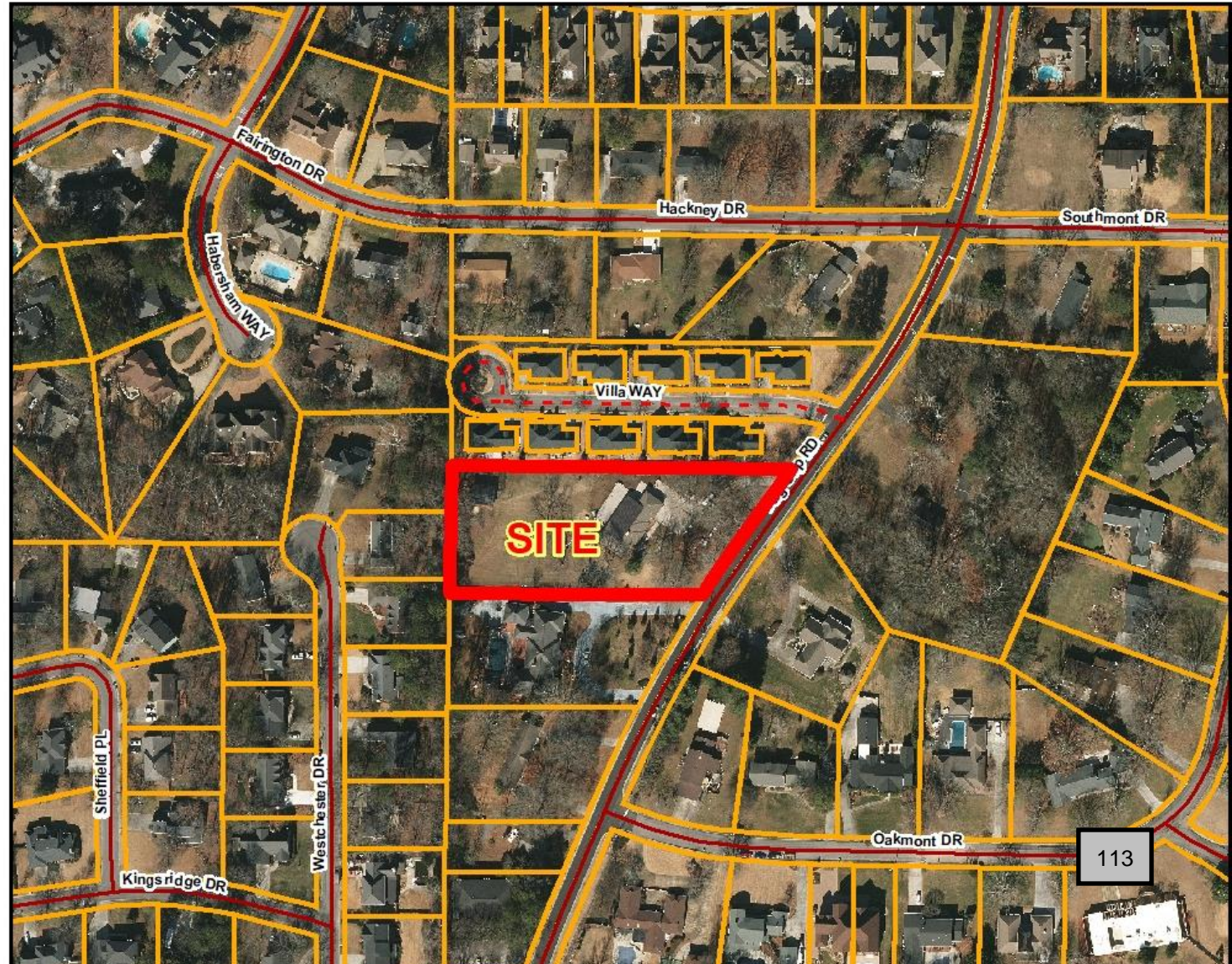


Mosley Annexation into City of Dalton

Zoning to Remain as R-7, High Density Residential



Feet
200





Mosley Annexation into City of Dalton

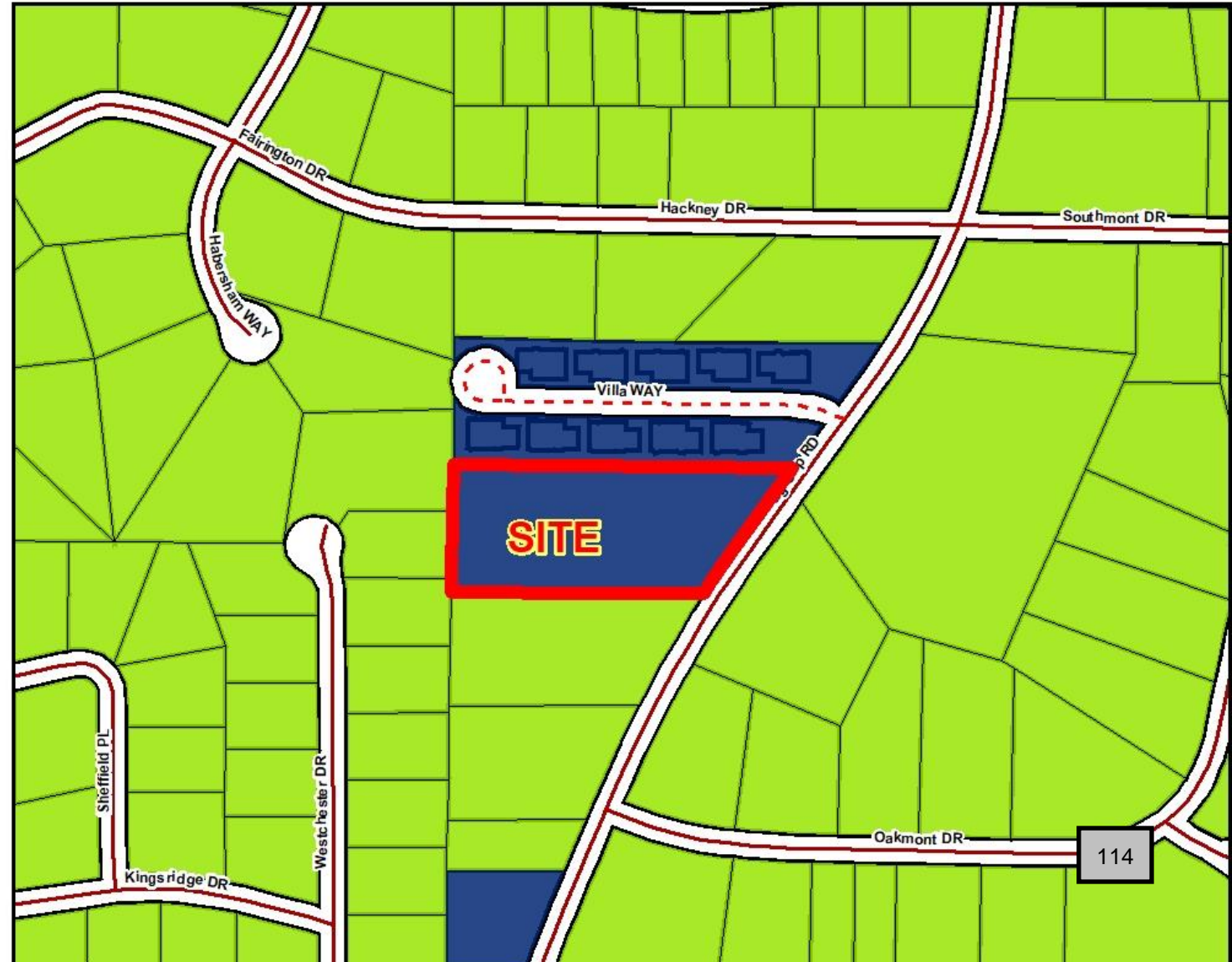
Zoning to Remain as R-7, High Density Residential



ZONING DISTRICT

-  Low Density Single Family Residential (R-2)
-  High Density Residential (R-7)

Feet
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8/5/2019

Agenda Item: The request of Maria Amaya to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.17 acres located at 900 Riverbend Road. Parcel (12-255-02-024) (Dalton)

Department: Planning and Zoning

Requested By: Ethan Calhoun

Reviewed/Approved by City Attorney? Sent for Review

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:

See attached staff analysis and presentation

DALTON-WHITFIELD COUNTY PLANNING COMMISSION
503 WEST WAUGH STREET
DALTON, GA 30720

MEMORANDUM

TO: City of Dalton Mayor and Council
Kim Witherow
Jason Parker
Gandi Vaughn
Jean Price-Garland

FROM: Jim Lidderdale
Chairman

DATE: July 31, 2019

SUBJECT: The request of Maria Amaya to rezone from Medium Density Single Family Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.17 acres located at 900 Riverbend Road. Parcel (12-255-02-024) (Dalton)

The most recent meeting of the Dalton-Varnell-Whitfield County Planning Commission was held on July 22, 2019 at 6:00 p.m. at the Whitfield County Administrative Building #2, 214 West King Street. A portion of the agenda included a public hearing concerning the above matter. A quorum of five members of the Planning Commission was present. All legal requirements for advertising and posting the public hearing were met.

The petition was represented by Maria Amaya, the subject property owner.

Public Hearing Summary:

Mr. Calhoun oriented the audience to the subject property and summarized the staff analysis which was not in favor of the requested C-1 rezoning. There were no further questions for Mr. Calhoun from the Planning Commission. Mr. Sanford asked Mr. Calhoun what the leading reason for the recommendation to deny was based upon and Mr. Calhoun stated that the proposed expansion would create a situation where the required number of parking spaces would be more than double the number of spaces that could be created on the subject property. There were no further questions for Mr. Calhoun from the Planning Commission.

Maria Amaya accompanied by a local real estate broker Manuel Mesa as her translator, began by stating that she would like to expand her existing restaurant business in order to seat her patrons in the single family detached dwelling structure on the property while they wait for their orders so they would not have to wait in their cars. Chairman Lidderdale asked Ms. Amaya if she was okay with not being able to live in the dwelling if it is utilized for restaurant purposes and she confirmed that she understood and was okay with that. Chairman Lidderdale asked Ms. Amaya if she intended to cook or prepare food inside the dwelling structure to which she stated that no food preparation would occur in the house. She re-stated that it would only be used for a temporary waiting area and for some food storage since the food truck was limited in storage capacity. Mr. Thomas asked Ms. Amaya if she had experienced parking issues in the past and she stated that there had not been any issues since she had been in business. She continued by mentioning that up to six cars can fit on the subject property at a time without parking on the street. Mr. Minor asked Ms. Amaya if she intended to remove the food truck from the property as part of her expansion and she stated that it would remain part of her business. She stated that she had purchased the property from a man around five years ago with the

intention of only using the property for her restaurant business based from the food truck and that she had not used nor did she intend to ever use the dwelling as a residence.

With no other comments heard for or against this hearing closed at 6:29

Recommendation:

Chairman Lidderdale sought a motion on the proposed C-1 rezoning. **Mr. Minor then made a motion to deny the C-1 rezoning based on his agreement with the content of the staff analysis. Mr. Sanford asked Ms. Price-Garland if Ms. Amaya could use the house to store food inside if the rezoning is denied and Ms. Price-Garland stated that it could not be utilized in any conjunction with the restaurant operation unless the property is rezoned commercially. She re-stated that the food truck operation may continue indefinitely as a non-conforming use if this request is denied. Ms. McClurg seconded the motion and a unanimous recommendation to deny the C-1 rezoning followed, 4-0.**

**STAFF ANALYSIS
REZONING REQUEST
*Unified Zoning Ordinance***

ZONING CASE: Maria Amaya is seeking to rezone from Medium Density Residential (R-3) to Neighborhood Commercial (C-1) a tract of land totaling 0.17 acres located at 900 Riverbend Rd. (Parcel 12-255-02-024) (Dalton) The rezoning request to C-1 is sought to serve the purpose of allowing for the expansion of an existing non-conforming restaurant on the subject property.

The surrounding uses and zoning are as follows: 1) To the north, is a tract of roughly triple the size of the subject property zoned R-3 that contains a single-family dwelling; 2) to the east, are two adjacent tracts of similar size to the subject property of which one is zoned C-2 and contains a single family dwelling and car wash, and the other eastern adjacent tract is zoned M-2 and contains one single-family dwelling; 3) to the south, is a tract of similar size to the subject property that contains a single-family dwelling zoned R-3; and 4) to the west, is a similarly sized tract containing one single-family dwelling zoned R-3. All in all, a review of the zoning map in color shows a mix of different zone districts near the subject property ranging in intensity from single-family residential to heavy manufacturing. The zoning map appears to be consistent in this area with a residential area “sandwiched” between a commercial character to the north and a manufacturing district to the south.

The subject property is within the jurisdiction of the City of Dalton Mayor and Council.

CONSIDERING FACTORS FOR A REZONING/ANNEXATION ANALYSIS

(A) Whether the proposed amendment would allow a use that is generally suitable for the site compared to other possible uses and whether the proposed change is consistent with the established land use pattern and zoning of adjacent and nearby properties.

With three significantly different zone districts in the immediate vicinity, there is a vast amount of difference in existing land use ranging from highway commercial to single-family residential and industrial. When observing the area surrounding the subject property, one will note the diversity of current land use and zoning. The surrounding uses include commercial, single-family residential as well as some manufacturing uses. This diversity in land use is due in part to the abundant availability of sewer access within the city as well as the City’s previous pyramid style zoning ordinance. The subject property is also located near one of Whitfield County’s primary arterial corridors, Highway 76 Walnut Avenue. Arterial corridors like Walnut Avenue are good candidates for commercial and industrial development due to high traffic counts and ease of access for deliveries and shipments. Walnut Avenue is flanked by commercial or industrial zoned property along nearly the entirety of the corridor. When considering that the subject property is adjacent to a tract zoned C-2 and M-2, the C-1 zone district and proposed use of the subject property are not foreign to this area of Dalton. It is worth stating, however, that this rezoning would further the encroachment of commercial development on the adjacent single-family residential neighborhood that includes the

subject property.

(B) Whether the proposed amendment would adversely affect the economic value or the uses of adjacent and nearby properties.

The C-1 zone district is a somewhat limited commercial district that allows a variety of uses aimed at serving the needs of and providing convenience to nearby neighborhoods. The subject property has supported a non-conforming food service business for some time now with no noticeable negative impact to the existing neighborhood. Staff discovered that the fair market property values of the adjacent residential properties actually remained the same or appreciated in value over the past four years even considering the subject property's non-conforming restaurant business. The limited size of the subject property will not allow for intense commercial use of the subject property. It is worth pointing out that since the structures on the subject property are already in place there is not enough space to provide the required 20 ft. buffer along the subject property's southern and western boundaries. There is, however some space along the subject property's southern boundary where a visual buffer (vegetative or sight-imperious fence) could be placed to reduce the sight and sound impacts on the adjacent residential property to the south.

(C) Whether the subject property has a reasonable economic use as currently zoned, considering the suitability of the subject property for the proposed zoned uses.

It is fair to say that the subject property, and this neighborhood, has been negatively impacted by the abundance of commercial and manufacturing uses in the vicinity. The structure occupying the subject property has been a single family detached dwelling since its original construction. If this C-1 rezoning request is approved, it will mean that the single-family detached dwelling on the subject property will only be able to be utilized for strictly commercial use as a restaurant and will no longer be a habitable dwelling. The other consideration for this property is the understanding that, once zoned commercial, a future buyer would have difficulty in obtaining a mortgage to use the property for residential purposes again. Therefore, if a future buyer wished to purchase the property via a mortgage, they would need to rezone the property back to a residential zone district. Based on the previous mentioned factors related to the development of this area and the subject property's location on a corner lot adjacent to commercial property there is reason to support either light commercial or residential use on this property, but there must be an understanding that the use must only be commercial or residential and not both uses occupying the same structure.

(D) Whether there is relative gain to the health, safety, morals, or general welfare of the public as compared to any hardship imposed upon the individual owner under the existing zoning.

N/A

(E) Whether the proposed (C-1) amendment, if adopted or approved, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities, as contrasted with the impact under the existing zoning.

We will minimize comment here, knowing that the limited size of the subject property

restricts highly-intensive uses that could burden local infrastructure. There is, however, the issue of off-street parking area on the subject property. The Unified Zoning Ordinance requires a minimum of 9.5 parking spaces per 1,000 sq. ft. of gross floor area for a family restaurant. Parking spaces must be at least 8.5 ft. wide and 18 feet deep with at least a 12 ft. aisle width for one-way traffic. Based on the overall 1,528 square feet of heated floor area in the subject property's primary structure, approximately 15 spaces would need to exist on the subject property in order to meet the minimum parking standards. After taking a close look at the subject property and making a few simple measurements this planner does not believe that more than six conforming parking spaces could be created on the subject property as it is currently developed. This estimate is based on the thought that a one-way aisle would be utilized since there are two points of safe street access from the subject property which maximizes usable space within the area of operation.

(F) Whether the property sought to be rezoned (or annexed) is in conformity with the policy and intent of the adopted joint comprehensive plan or equivalent. If not, has the plan already been amended, officially or unofficially, by the development of uses which are contrary to the plan recommendation, and if the plan has been amended, does this rezoning or annexation request allow uses which are compatible to the existing uses in the vicinity.

The Future Development Map designates this area as a Town Neighborhood Revitalization Area. The Town Neighborhood Revitalization includes established neighborhoods north and east of downtown Dalton, including the following neighborhoods: Crown Mill, Fort Hill, East Dalton and Thread Mill. These neighborhoods are historic but have experienced disinvestment and decline due in part to the demolition of residences to accommodate commercial uses, parking areas, apartment buildings and industrial uses. Prevalent zoning of properties for industrial uses further contributes to the neighborhoods' instability and diminishing potential for revitalization. Recent planning efforts, including the City of Dalton Urban Redevelopment Plan (2012), Neighborhood Infill Guidelines (2003), Dalton Historic Housing Infill Study (2006), and the Believe Greater Dalton Housing Strategy address these areas and the issues of neighborhood revitalization, opportunities for new growth with infill, and inconsistencies between existing City regulations and desired development for the neighborhoods. The subject property is on the border of the Town Neighborhood Revitalization Area and Commercial area. Given the immediate adjacency to the intact neighborhood along with the existing surrounding land use this planner does view the requested use or rezoning as a commercial encroachment into the residential area. Neighborhood commercial uses are cited as potential development patterns in this character area, but this development pattern is aimed at supporting commercial services and retail in underserved areas. Since there is already an abundance of commercial development in proximity to the subject property there is no argument to suggest there is a need for more commercial in this area, and this planner believes that allowing commercial development to continue its encroachment in this neighborhood will be indirect conflict with the intent of the Comprehensive Plan.

(G) Whether there are any other conditions or transitional patterns affecting the use and development of the property to be rezoned or annexed, which give grounds for approval or disapproval of the proposed zoning proposal. Whether

the proposed zoning change constitutes an “entering wedge” and is a deterrent to the use, improvement, or development of adjacent property within the surrounding zone districts or would create an isolated, unrelated district (spot zone) as interpreted by current Georgia law.

The subject property, as stated previously, is adjacent to a tract zoned C-2 that is part of a large continuous district, meaning that this request would not create a spot zone if approved, but this rezoning would further encroach into an intact single-family residential neighborhood.

(H) Whether the subject property, as currently zoned, is vacant and undeveloped for a long period of time, considered in the context of land development in the vicinity or whether there are environmental or cultural factors, like steep slopes, flood plain, storm water, or historical issues that influence the development of the subject property under any zoning designation.

N/A.

CONCLUSION: The staff cannot provide a recommendation for the C-1 zone at this location based on the following factors:

- 1) Economic hardship is not expected to affect the surrounding or nearby properties if the non-conforming business continues in its current state, but an expansion of the restaurant and associated traffic there may be more noticeable negative impact on the adjacent residential neighborhood;
- 2) The dwelling on the subject property will no longer be a permissible dwelling once it is utilized for restaurant purposes and therefore the petitioners will be required to live elsewhere;
- 3) Given the previously mentioned factors in standard F, this planner believes there is conflict with the Future Development Map character area within the current comprehensive plan if this rezoning is approved.
- 4) The proposed commercial expansion would require more than double the existing parking area upon the subject property, which could create issues such as on-street parking and other safety concerns if this request is approved.

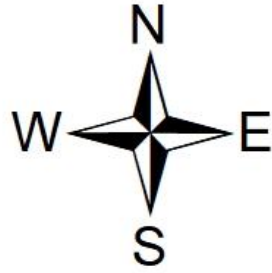
Amaya Rezoning Request

R-3, Medium Density Single Family Residential

to

C-2, General Commercial

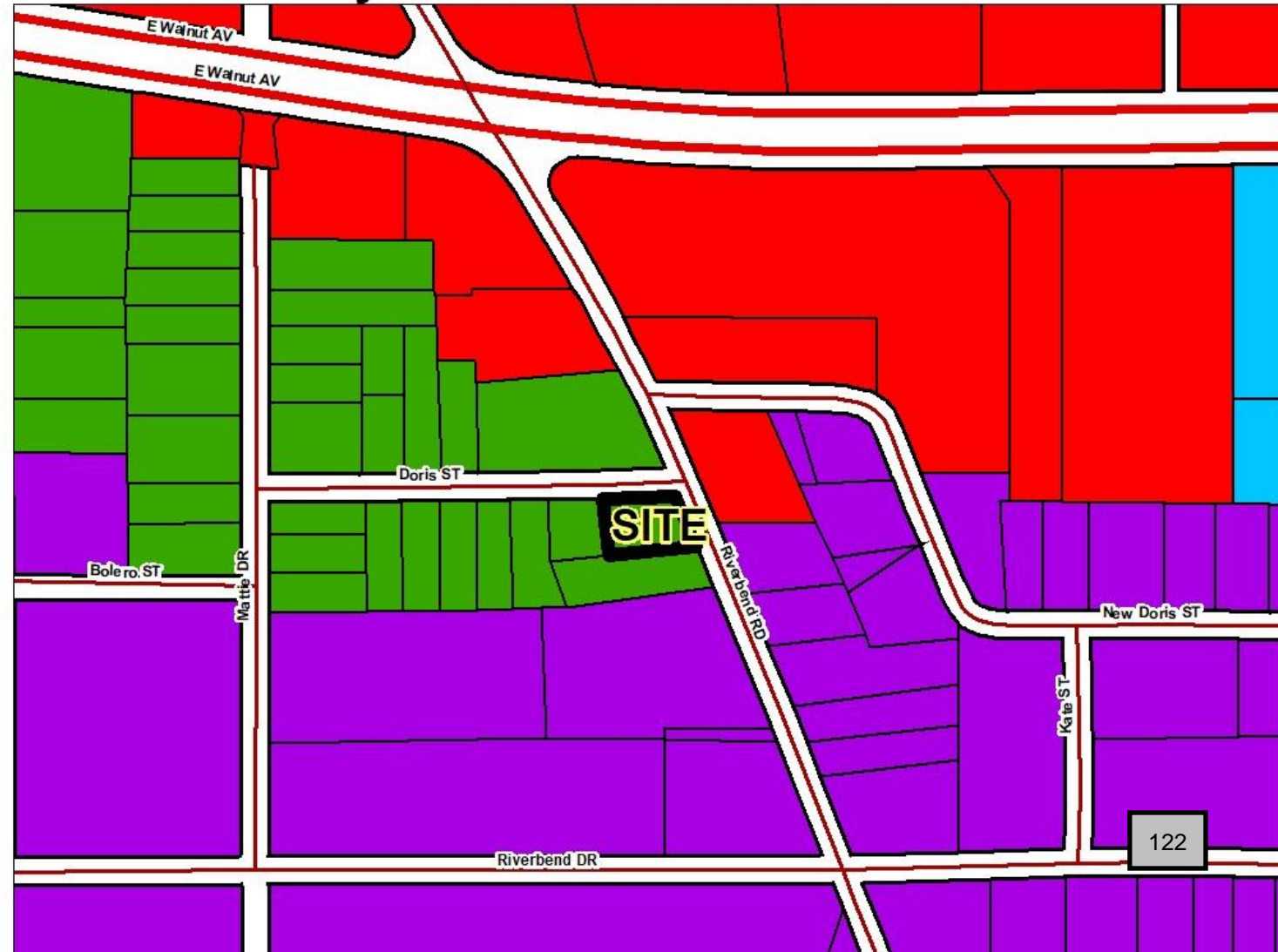
City of Dalton Jurisdiction



ZONING

-  Medium Density Single Family Residential (R-3)
-  General Commercial (C-2)
-  Heavy Manufacturing (M-2)
-  Mixed Use (MU)

FEET
200



123

**Amaya Rezoning Request
R-3, Medium Density Single Family Residential
to
C-2, General Commercial
City of Dalton Jurisdiction**



**FEET
50**

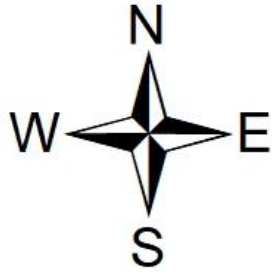




View facing west from Riverbend Drive

Amaya Rezoning Request

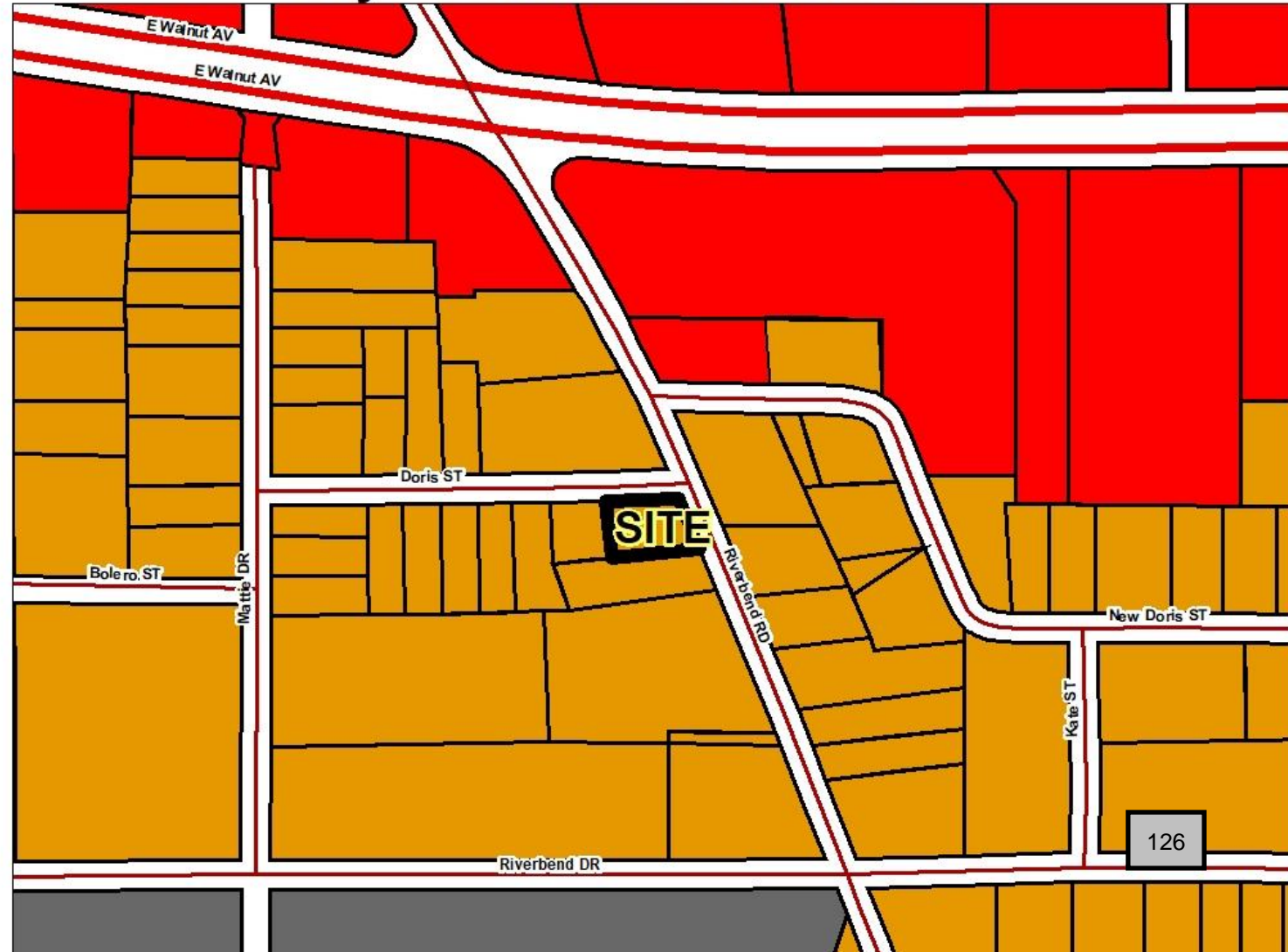
R-3, Medium Density Single Family Residential to C-2, General Commercial City of Dalton Jurisdiction



FUTURE DEVELOPMENT MAP

-  Commercial
-  Industrial
-  Town Neighborhood Revitalization

FEET
200





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-5-19

Agenda Item: Budget Amendment #4

Department: Finance

Requested By: Cindy Jackson

**Reviewed/Approved
by City Attorney?** No

Cost: \$279,120

**Funding Source if Not
in Budget** Fund Balance

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

Various departmental budget amendment requests.

2019 Budget Amendment**Budget Amendment #4****GENERAL FUND**

	Increase (Decrease)	
Revenues & Transfers-In		
Donations	\$ 24,400	(1)
Reimbursements damaged property	11,920	(2)
Miscellaneous income	9,000	
	<u>\$ 45,320</u>	
Expenditures & Transfers-out		
Fire - equipment maintenance & repairs	\$ 11,920	(2)
Police - capital > \$5k	9,000	(3)
General government - building maintenance	239,020	(4)
Public Works - Botany Woods project	32,600	(5)
Infrastructure - Waterfall Park project	7,500	(6)
Infrastructure - restricted purpose capital	24,400	(1)
General Insurance		
Fire	425	(7)
Police	1,825	(7)
Public Works	(2,105)	(7)
Municipal Court	(55)	(7)
General Government	(90)	(7)
	<u>\$ 324,440</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ (279,120)</u></u>	

- (1) Two private donations for Haig Mill Lake
- (2) Insurance proceeds from damage to 2008 Sutphen Pumper
- (3) Partial return of drone package purchased in 2018
- (4) Actual City Hall roof repair contract over the estimated cost \$234,065 and new HVAC for Chapel \$4,955 - Chapel expenditure to be paid from restricted donation fund balance
- (5) For change order \$22,800 and payment bond \$9,800 previously approved by council
- (6) Public Works material cost only for Waterfall Park project proposed by Civitan Club
- (7) To reallocate among departments cost for general insurance package

2015 SPLOST PAY-GO FUND (multi-year fund)

	Increase (Decrease)	
Revenues & Transfers-In		
2019 LMIG	\$ 387,645	(1)
Interest earnings	95,000	(2)
	<u>\$ 482,645</u>	
Expenditures & Transfers-out		
2019 Paving	\$ 387,645	(1)
Fiscal & administrative	5,000	(2)
	<u>\$ 392,645</u>	
Net Increase (Decrease) Budgeted Fund Balance	<u><u>\$ 90,000</u></u>	

- (1) GDOT LMIG funds received for 2019 paving
- (2) Estimated interest earnings and fiscal fees for Pay-Go fund

Cindy Jackson

From: Todd Pangle
Sent: Wednesday, July 17, 2019 9:47 AM
To: Cindy Jackson
Subject: Insurance Check
Attachments: Geico- E11 Accident Check.pdf

Cindy,

Attached is a copy of the insurance check that we received for the repairs to our 2008 Sutphen Pumper that was damaged inside of our bay on 6/16/19. The accident is being paid by one of our personnel's insurance company due to his personal vehicle making contact with the apparatus. I am requesting the funds be placed into the account below. Any questions or issues let me know.

141400 000830	Apparatus Maintenance and Repair	\$11,918.19
---------------	----------------------------------	-------------

Thank You,
Chief Todd Pangle
Dalton Fire Department
404 School St.
Dalton, GA 30720
Phone: 706-278-7363 x222
Fax: 706-272-7107



**** Please note:** The City of Dalton has adopted a new domain and my email address has changed. My primary address is tpangle@daltonga.gov. I can still be reached at tpangle@cityofdaltongga.gov, however all outgoing email will use the new domain

Detailed Payment Summary

GOVERNMENT EMPLOYEES INSURANCE CO

Field Claim Center: 02 Southeast

NO. N 207135555

Date: 07/12/2019

ONE GEICO CENTER
MACON, GA 31296-0001

Claim #: 0642818770101011

Date of Loss: 06/16/2019

Claimant Name: City Of Dalton
Insured Name: Austin Payne
Tax ID / SS# /
Atty ADJ Code:
Adjuster Code: ACV3

Pay To:
City Of Dalton

City Of Dalton
404 School ST
Dalton Ga 30720-4268

Total Amount:
\$***11,918.19

Payment Type:
LOSS

IP AND FEATURE AND AMOUNT
02 APD \$**11918.19

In Payment Of
Property Damage Coverage

Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmchck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GOVERNMENT EMPLOYEES INSURANCE CO
ONE GEICO CENTER
MACON, GA 31296-0001

Claimant: City Of Dalton
Insured Name: Austin Payne
Feature Symbol & Amount
APD \$**11918.19

Bank of America
South Portland, ME 04106
Claim Number: 0642818770101011
In Payment of: Property Damage Coverage

62-153
112 ME

NO. N 207135555

VOID AFTER 180 DAYS
Date: 07/12/2019

Amount:
\$***11,918.19

ELEVEN-THOUSAND-NINE-HUNDRED-EIGHTEEN*AND*19/100*DOLLARS***

Pay to the Order of:
CITY OF DALTON

Mail To:
City Of Dalton
404 School ST
Dalton Ga 30720-4268

Harris White

MEMO

TO: Mechelle Champion
Finance

FROM: Alethea Brown
Police Department

DATE: July 23, 2019

SUBJECT: DRONE Refund (Return)

Please deposit the attached \$9000.00 check from Drone Aviation Group to our Patrol / Capital Outlay >5000 (141503/039990) line. This is a refund for a partial return of our drone package. I have enclosed backup showing our return postage and our payment on check #00100819 dated 1/5/18.

Please send a copy of the receipt.

Thank you.

100001 - 369099

MISCELLANEOUS PAYMENT RECPT#: 177073

The City of Dalton

P. O. Box 1205

300 W. Waugh St.

Dalton, GA 30722-1205

DATE: 07/24/19

TIME: 16:27:05

CLERK: 628jchav

DEPT: CITY CLERK

CUSTOMER#: 0

COMMENT:

CHG: 369099 POLICE MISCELLA 9000.00

REVENUE:

1 100001 369099 -9000.00

PD MISC

REF1: 412

REF2: 177073

CASH:

100000 101415 9000.00

CASH POLIC

AMOUNT PAID: 9000.00

PAID BY: DRONE AVIATION GROUP

PAYMENT METH: CHECK

1860

REFERENCE:

AMT TENDERED: 9000.00

AMT APPLIED: 9000.00

CHANGE: .00

LIGHTER THAN AIR SYSTEMS CORP

D/B/A DRONE AVIATION CORP

11651 CENTRAL PARKWAY STE 118

JACKSONVILLE, FL 32224-2711

www.droneaviationcorp.com

CITY NATIONAL BANK OF FLORIDA

350 E LAS OLAS BLVD, STE 1130

FT. LAUDERDALE, FL 33301

1860

7/15/2019

PAY TO THE
ORDER OF

Dalton County PD

\$ **9,000.00

Nine Thousand and 00/100*****

DOLLARS

Dalton County PD

Chip Whitfield, Captain

Admin. Division Commander, Dalton PD

301 Jones St

Dalton, GA 30720

refund FUSE system

MEMO

Kendall Carpenter
AUTHORIZED SIGNATURE

⑈001860⑈ ⑈066004367⑈ 1955078896⑈

Alethea Brown

DRONE

9000⁰⁰ Refund

From: Alethea Brown
Sent: Wednesday, July 10, 2019 3:18 PM
To: Jose Chavez; Nancy Ware
Subject: Watch for A Check \$9000.00

Keep an eye out for a check from Drone Aviation Group (main company name is Lighter Than Air Systems) for \$9000.00. We returned some part of our Drone package and this is a refund for that. It was supposed to be mailed out on July 1st. Please let me know if you see.

Thanks,

Alethea Brown, CAP

Dalton Police Department

Purchasing Agent

706-278-9085, ext 9-404

FAX: 706-217-2076

abrown@daltonga.gov

** Please note: The City of Dalton has adopted a new Domain and my email address has changed. My Primary address is abrown@daltonga.gov. I can still be reached at abrown@cityofdaltong-ga.gov however all outgoing email will use the new domain.

"Do not regret growing older. It is a privilege denied to many."

This message, including any attachments, may contain confidential, privileged and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any unauthorized review, use, disclosure or distribution by others is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy the message.

Check
Number
00100819

EFT COPY
NON-NEGOTIABLE

[illegible]

CITY ADMINISTRATOR
JASON PARKER
P.O. BOX 1205
DALTON, GEORGIA 30722
PHONE: 706-278-9500
jparker@daltonga.gov
www.cityofdalton-ga.gov



MAYOR
DENNIS MOCK

CITY COUNCIL
DENISE WOOD
ANNALEE HARLAN
TYREE GOODLETT
GARY CREWS

MEMORANDUM

TO: Cindy Jackson
FROM: Kim Witherow *KW*
CC: Jason Parker
RE: FY-2019 Budget Amendment
DATE: July 18, 2019

Administration submits the following budget amendment request to the 2019 budget to cover a new HVAC unit at the West Hill Chapel as well as the roof replacement project for Dalton City Hall. Please let me know if you have any questions. Thanks.

<u>Line Item</u>	<u>Change</u>
<u>Administration</u>	
Chapel Building Maintenance	+4,954
City Hall Building Maintenance	+234,063

DALTON HEATING & AIR

706-272-3968

P.O. Box 751
Rocky Face, GA 30740

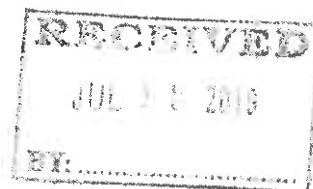
Invoice

Date 7/10/2019

Invoice # IN12520

Bill To

City of Dalton/ Tim
PO BOX 1205
Dalton , GA 30722



Item	Description	Amount
Install	5 TON 14 SEER TRANE Heat Pump Model#S 4TWR4060 and TEM4A0C60 Install includes: <ul style="list-style-type: none">- digital thermostat- concrete pad- copper lineset flush and clean- metal drain pan- safety float switch- duct transition- system start up Warranty: <ul style="list-style-type: none">- 5yr TRANE compressor- 1yr TRANE parts- 2yr labor	4,954.00
Total		\$4,954.00
Payments/Credits		\$0.00
Balance Due		\$4,954.00

West Hill Cemetery

AIA Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twentieth day of May in the year Two Thousand Nineteen
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Dalton
300 West Waugh Street, Dalton, GA 30720

and the Contractor:
(Name, legal status, address and other information)

All Roof Solutions Inc.
3700 Kennesaw S. Industrial Pkwy
Kennesaw, GA 30144

for the following Project:
(Name, location and detailed description)

Roof Replacement for Dalton City Hall
300 West Waugh Street Dalton GA, 30720

The Architect:
(Name, legal status, address and other information)

KRH Architects Inc.
855 Abumment Road Suite 4
Dalton, Ga. 30721

The Owner and Contractor agree as follows

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

☐ [] A date set forth in a notice to proceed issued by the Owner.

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date July 26, 2019.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred and Thirty-Four Thousand Sixty-Three Dollars and Zero Cents (\$ 734,063.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Remove and replace decking	25 ea, \$70.00 per sheet for a total of \$1,750
Contingency Allowance	\$25,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Remove and replace 4'x8' 3-4" decking	Ea	\$70.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$200.00 per calendar day for unexcused delay in achieving substantial completion. \$100.00 per calendar day for unexcused delay in achieving final completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

NA

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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10%.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

NA

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Upon completion of 50% of the work, the Owner may, if the work is on schedule and in full compliance with the contract documents, cease to withhold further retainage.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

NA

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

2.00 % per annum

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker if other than the Architect.)*

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

\$0

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jason Parker, City Administrator
300 West Waugh Street, Dalton, GA 30720

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Roger Morlan - President
3700 Kennesaw S. Industrial Pkwy
Kennesaw, GA 30144
Telephone Number: 678-945-0030

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

NA.

5 Drawings

Number	Title	Date
A1-1	Roof Plan	3/28/19

6 Specifications

Section	Title	Date	Pages
See Table of Contents			

7 Addenda, if any

Number	Date	Pages
1	3/18	2
2	3/18	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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8 Other Exhibits.

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™ 2017 Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

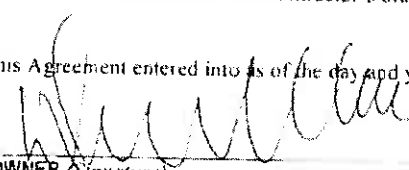
Document	Title	Date	Pages
----------	-------	------	-------

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

The Contract Document shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other information provided by the Owner in anticipation of receiving bids or proposals except as specifically excluded herein, and the Contractor's bid or proposal.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Dennis Mock, Mayor
(Printed name and title)


CONTRACTOR (Signature)

Roger Morlan, President
(Printed name and title)

init.

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PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
bdunn@cityofdalton-ga.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

MEMORANDUM

TO: CINDY JACKSON, FINANCE DIRECTOR

FROM: MEGAN ELLIOTT, PUBLIC WORKS PROJECT ENGINEER

RE: BUDGET AMENDMENT REQUEST

DATE: July 29, 2019

Please find below a request for a budget amendment for the Botany Woods Project account. The amount revised is a total from the amount of the Payment Bond (\$9,800) plus the amount of the approved Change Order 002 (\$22,800). If you have any questions or need additional information to process this request, please do not hesitate to contact me.

	<u>ORG. #</u>	<u>OBJ. #</u>	<u>PROJ. #</u>	<u>DESCRIPTION</u>	<u>CURRENT BUDGET</u>	<u>REVISED BUDGET</u>	<u>AMOUNT REVISED</u>
							Increase
							Decrease(-)
1	144800	165010	17048	Botany Woods Project	674,350	706,950	32,600
				TOTALS	674,350	706,950	32,600

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
 bdunn@cityofdalton-ga.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

2019 BUDGET AMENDMENT REQUEST (07/11/2019)

PUBLIC WORKS DEPARTMENT

ORG.#	OBJ.#	Project #	DESCRIPTION	CURRENT BUDGET	REVISED BUDGET	AMOUNT
						REVIS Increase Decrease(-)
144700	165010	20020	Waterfall Park	—	7500	7500
142061	000760		Materials & Contracts	170,000	177,500	7,500
370005	039990	420	Capital Outlay	0	255,000	255,000
TOTALS =				170,000	432,500	262,500

****Note:** Item #1 is for "Material Costs Only" for Public Works portion of work at Proposed Waterfall Park on College Drive
 Item #2 is for purchase of new Automated Arm Garbage Truck
 (Both items were approved by the Public Works Committee at the June 28, 2019 meeting.)

⊗ Bid should be
 approved August.
 Will hold until
 bid price obtained
 CJ
 7-30-19

City of Dalton Public Works Department

Materials Cost Estimate: Waterfall Park

Location: College Drive at Dug Gap Battle Road (Former Chamber Site)

Date of Cost Estimate: 06-28-2019

Item No.	Estimated Quantity	Unit	Description	Unit Price	Estimated Total Price
Materials					
1	40	TN	Asphalt Topping for Parking Lot (50'x40'; 2.5" Thickness)	\$70.00	\$2,800.00
2	9	CY	3000 PSI Concrete w/ All White Sand (8' Wide x 5" Thick Sidewalk)	\$124.00	\$1,116.00
3	4	EA	Parking Wheel Stop Rubber 6' Striped Yellow	\$75.00	\$300.00
4	48	LF	24" Reinforced Concrete Pipe	\$23.76	\$1,140.48
5	50	TN	Graded Aggregate Base	\$18.00	\$900.00
6	50	CY	Landscape Mix for Berm/Planting Areas	\$25.00	\$1,250.00
7	120	LF	5" Parking Lot Stripe	\$0.10	\$12.00

Material Total: \$7,518.48

Hrs.	Equipment	Unit Rate	Total
------	-----------	-----------	-------

Equipment Total: \$0.00

Hrs.	RT/OT?	Labor	Wage (Inc. Benefits)	Total
------	--------	-------	----------------------	-------

Labor Total: \$0.00

TOTAL ESTIMATED COST: **\$7,518.48**

Present: Councilmembers. Denise Wood & Tyree Goodlett: Code Enforcement.
Captain Jamie Johnson, Lt. Ricky Long; City Administrator, Jason Parker;
PW Staff: Megan Elliott, Andrew Parker and Benny Dunn
Visitors: Barry Slaymaker, Heath Patterson & Dirk Verhoeff

PUBLIC WORKS COMMITTEE
AGENDA FOR:

Friday, June 28, 2019 @ 12:00 Noon
Public Works Office
(Lunch Provided)

I. Public Comments or Requests: (1). **Barry Slaymaker & Heath Patterson:**

Request for Public Works Assistance with Waterfall Park on College Drive. Barry Slaymaker and Heath Patterson presented the Committee with a proposed drawing of a “Pocket Park” at the waterfall off of College Drive at the former location of the Chamber of Commerce building. The Civitan Club of Dalton wants to partner with the City to create a small park. The Civitan Club is requesting the City’s Public Works Department do several work items at the park. (See the attached request sheet). Andrew Parker presented the “Cost of Materials, Only” for PW’s portion of the park which was \$7518 (See attached spreadsheet). Mr. Patterson said September 28th was set as Completion Date for the Park. Mr. Dunn said his Department could complete their portion of the Park by that date, provided that funding was appropriated for the cost of the construction materials. Committee members were very much in favor of this Park and instructed Mr. Dunn to check with Cindy Jackson, Finance Director, to see if there were any SPLOST funds remaining from the Lakeshore or Haig Mill Lake Park projects. If not, then secure a Budget Amendment.

(2). **Dirk Verhoeff: Discussion on Continuation of Recycling Glass** Mr. Dunn reminded the Committee of previous discussions concerning the discontinuing of “glass” pickup as part of the Curbside Recycling Program. There had been a special meeting of the PW Committee and other stakeholders on April 12, 2019 and Andrew Parker attended the May meeting of the Solid Waste Authority. Dirk Verhoeff, Director of Solid Waste Authority, said that eliminating curbside glass pickup would not have a great impact on his Transfer Station operations. He indicated he supported eliminating glass pickup. Mr. Dunn stated that the “glass bins” on the Recycling Trucks were the first to rust out due the alcohol and other liquids left in the bottles. He was also concerned about the danger glass presented to his recycling drivers since there had been several incidents where the driver had been injured from broken glass in the bins. Committee voted to forward to the full Mayor and Council the recommendation to eliminate picking up glass as part of the Curbside Program and have this item placed on the August 5th M/C agenda. Prior to that meeting, the Committee asked that both PW and Solid Waste prepare some talking points for the Mayor and Council that would aid them in answering questions when asked by the citizens. Mr. Dunn is to facilitate a meeting with PW’s recycling personnel and personnel from the Solid Waste Authority.

II. Code Enforcement Issues: Jason Parker reported that all of the “Donation Boxes” had been picked up and stored and as of this date, no one had secured a permit to install any new boxes.

III. Update on On-going Projects:

Waterfall Project – 5/21/2019

Need City to do:

- Spray Kudzu on the property and kill all of it
- Bring in dirt and make berms for planting – cover with straw until Fall planting season
- Dig holes in bank for plants and holes for 5 trees
- Level lot with dirt – +/- 120 yds
- Weed whack property
- Pave parking area and walkway with asphalt. Stripe the parking spaces with one being ADA Compliant
- Cut down a 6 foot wide path in the weeds all along the guard rail from the end of the deck to Walnut Avenue

* Can we get water on the property? Really need a water source for a hose for plants and cleaning up the area.

No feasible

Would the city be able to order plant materials for us and get a better price? Would like for plants to arrive the week of September 23 and start planting the next week.

Will work w/ Civitan Club to purchase plant materials,

a. Update on Gordon Street Bridge Rehab Project

i. Contractor's Delay Claim Andrew Parker informed the Committee that he and Ms. Elliott are reviewing Comanche of Georgia, Inc. delay claim for this project. Mr. Parker stated that Norfolk RR did stop the contractor from working on Span 3 for three (3) full workdays. He said the contractor had submitted a claim for approximately \$23,000 for this delay. He and Ms. Elliott are hopeful that number can be reduced to around \$20,000 +/-.

b. Update on Slope Failure on Botany Woods Drive Ms. Elliott presented powerpoint slides of the progress of this project. She stated that the Contractor is still on schedule to be substantially completed by July 31th.

c. Status of SPLOST& Other Special Projects: Megan Elliott Ms. Elliott gave an update on several active and future projects. (See attached spreadsheets).

IV. Old Business:

a. Need for 2019 Capital Outlay: New Garbage Truck Mr. Dunn informed the Committee that the Sanitation Division was having issues with the older garbage truck and there was a need to have a replacement. Both Councilmembers Wood and Goodlett said they were very supportive of this request and thought this item had been approved at a previous Finance Committee meeting. Jason Parker instructed Mr. Dunn to begin the advertisement process since the delivery time could take up to 9 months for the truck. He said if this happens, then payment for the new truck would not occur until the 2020 Budget Year. Mr. Dunn said he had the bid package ready for advertising and would get that sent out next week.

b. Update on Status of Speed Cushion Requests Andrew Parker gave the Committee an update on the status of the most recent Speed Cushion requests. (See attached spreadsheet). He said his staff are reviewing each request, however, none of the more recent requests met the Criteria for Speed Cushions which was previously approved by the Committee. He said that PW needed a budget amendment in order to purchase the speed cushions for Brown Street which has already been approved by the Committee. The Committee said they were still committed to installing the speed cushions on this street.

V. New Business:

a. Discuss Rubbish Pickup Procedures (Requested by Mayor) Mr. Dunn informed the Committee that Mayor Mock had received a phone call and email from Karen Rogers, Ryman Farm Subdivision, concerning the process of picking up rubbish and yard debris. Ms. Rogers had made several suggestions for how the City could change the pickup procedures. (See attached emails). Mr. Dunn stated that he was open to any suggestions to improve the rubbish pickup procedures. Committee members had concerns that residents were placing rubbish at the curb which stayed there for over a week. Mr. Dunn said that a couple of years back, the City placed a "Public Notice Section" in the daily newspaper which had the pickup schedules. He said that the intent was good, but over 50% of the time the newspaper had the wrong pickup schedule. Committee suggested that a color coded map and a "pickup schedule calendar" be placed on the City's webpage. Mr. Dunn said he would have his staff prepare these and get them placed on webpage.

b. Update Review of Upcoming Development Projects Andrew Parker gave the Committee some information on a possible small subdivision that was being planned

BA

FOR 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010 GENERAL FUND - OPERATING	APPROP	ADJUSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

141400 FIRE DEPARTMENT							

141400 000050 GENERAL INSURANCE	28,500	0	28,500	28,925.75	.00	-425.75	101.5%*
TOTAL FIRE DEPARTMENT	28,500	0	28,500	28,925.75	.00	-425.75	101.5%
141501 PD ADMINISTRATION							

141501 000050 GENERAL INSURANCE	104,280	0	104,280	106,105.30	.00	-1,825.30	101.8%*
TOTAL PD ADMINISTRATION	104,280	0	104,280	106,105.30	.00	-1,825.30	101.8%
142060 PW ADMINISTRATION							

142060 000050 GENERAL INSURANCE	3,335	-515	2,820	2,820.00	.00	.00	100.0%
TOTAL PW ADMINISTRATION	3,335	-515	2,820	2,820.00	.00	.00	100.0%
142061 PW STREET							

142061 000050 GENERAL INSURANCE	33,910	-28,470	5,440	3,335.00	.00	2,105.00	61.3%
TOTAL PW STREET	33,910	-28,470	5,440	3,335.00	.00	2,105.00	61.3%
142062 PW SANITATION							

142062 000050 GENERAL INSURANCE	15,050	16,755	31,805	31,802.63	.00	2.37	100.0%
TOTAL PW SANITATION	15,050	16,755	31,805	31,802.63	.00	2.37	100.0%
142063 PW SHOP							

142063 000050 GENERAL INSURANCE	4,290	10,760	15,050	15,050.00	.00	.00	100.0%

+ 425

+ 1825

(2105)

FOR 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010 GENERAL FUND - OPERATING	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

TOTAL PW SHOP	4,290	10,760	15,050	15,050.00	.00	.00	100.0%
142064 PW TRAFFIC ENGINEER							

142064 000050 GENERAL INSURANCE	3,335	955	4,290	4,290.00	.00	.00	100.0%
TOTAL PW TRAFFIC ENGINEER	3,335	955	4,290	4,290.00	.00	.00	100.0%
142065 PW LANDSCAPING							

142065 000050 GENERAL INSURANCE	3,735	-400	3,335	3,335.00	.00	.00	100.0%
TOTAL PW LANDSCAPING	3,735	-400	3,335	3,335.00	.00	.00	100.0%
142068 PW STORMWATER							

142068 000050 GENERAL INSURANCE	2,820	915	3,735	3,735.00	.00	.00	100.0%
TOTAL PW STORMWATER	2,820	915	3,735	3,735.00	.00	.00	100.0%
142200 MUNICIPAL COURT							

142200 000050 GENERAL INSURANCE	940	0	940	880.08	.00	59.92	93.6%
TOTAL MUNICIPAL COURT	940	0	940	880.08	.00	59.92	93.6%
144000 BUILDINGS & GROUNDS GEN GOV'T							

144000 000050 GENERAL INSURANCE	40,350	0	40,350	40,082.73	.00	267.27	99.3%
TOTAL BUILDINGS & GROUNDS GEN GOV'T	40,350	0	40,350	40,082.73	.00	267.27	99.3%
161100 REC ADMINISTRATION							

161100 000050 GENERAL INSURANCE	21,000	0	21,000	21,000.00	.00	.00	100.0%

(55)

(90)

FOR 2019 13

ACCOUNTS FOR:		ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
0010	GENERAL FUND - OPERATING	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
<hr/>								
	TOTAL REC ADMINISTRATION	21,000	0	21,000	21,000.00	.00	.00	100.0%
 162000 PARKS								
<hr/>								
162000 000050	GENERAL INSURANCE	18,375	0	18,375	17,907.57	.00	467.43	97.5%
	TOTAL PARKS	18,375	0	18,375	17,907.57	.00	467.43	97.5%
	TOTAL GENERAL FUND - OPERATING	279,920	0	279,920	279,269.06	.00	650.94	99.8%
	TOTAL EXPENSES	279,920	0	279,920	279,269.06	.00	650.94	

06/06/2019 13:16 |The City of Dalton
628cjack |YEAR-TO-DATE BUDGET REPORT

|P 4
|glytdbud

FOR 2019 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	279,920	0	279,920	279,269.06	.00	650.94	99.8%

** END OF REPORT - Generated by Cindy Jackson **



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-5-19

Agenda Item: Tyler (Munis) Contract Amendment

Department: Finance

Requested By: Cindy Jackson

Reviewed/Approved by City Attorney? No

Cost: \$7,285.00

Funding Source if Not in Budget IT will have funds to cover cost in current budget

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

Crystal Reports software will no longer be supported by Tyler Technologies and is being replaced by Tyler Reporting Services.

AMENDMENT

This amendment ("Amendment") is made this 24 day of July, 2019 by and between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Dalton, with offices at 300 West Waugh Street, Dalton, Georgia 30720 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 29, 2008 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software, services and support in the attached quote are hereby added to the Agreement.
2. Fees for services added to the Agreement pursuant to this amendment, plus expenses, will be invoiced as follows:
 - a. Licenses fee of \$1,500 is invoiced when we make the Tyler Reporting Services software available for download; and
 - b. Fees for services, plus applicable travel expenses, are due as provided/incurred.
3. Munis Crystal Reports Software is removed from the Agreement six (6) months the execution date of this Amendment. Upon such date, Client's right to use such software is terminated, as are Tyler's obligations to support, update, maintain, and host such software.
4. This amendment results in no change in SaaS fee payment obligation.
5. To the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement. We will make any such software available to you for download.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. The products and services in the attached sales quotation are hereby added to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Dalton

By: _____

By: Cindy Jackson

Name: _____

Name: Cindy Jackson

Title: _____

Title: CFO

Date: _____

Date: 7-24-19



Quoted By: Cindy Chase
 Quote Expiration: 1/4/2020
 Quote Name: City of Dalton - ERP - TRS Migration
 Quote Number: 2019-88981
 Quote Description: TRS Migration

Sales Quotation For
 City of Dalton
 PO Box 1205
 Dalton, GA 30722-1205
 Phone +1 (706) 278-6006

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Additional:					
Tyler Reporting Services	1.0	\$3,225.00	0	\$0.00	\$0.00
TOTAL:		\$3,225.00	0	\$0.00	\$0.00

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Productivity:						
Tyler Reporting Services	\$7,500.00	16	\$2,560.00	\$0.00	\$10,060.00	\$0.00
Sub-Total:	\$7,500.00		\$2,560.00	\$0.00	\$10,060.00	\$0.00
Less Discount:	\$6,000.00		\$0.00	\$0.00	\$6,000.00	\$0.00
TOTAL:	\$1,500.00	16	\$2,560.00	\$0.00	\$4,060.00	\$0.00

Summary

	One Time Fees	Recurring Fees
Total SaaS	\$0.00	\$3,225.00
Total Tyler Software	\$1,500.00	\$0.00

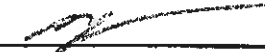
2019-88981 - TRS Migration

CONFIDENTIAL

1 of 4

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$2,560.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$4,060.00	\$3,225.00
Contract Total	\$7,285.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:  Date: 7-10-19
 Print Name: Darryl Waldrop P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Productivity:						
Tyler Reporting Services	\$7,500.00	\$6,000.00	\$1,500.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$7,500.00	\$6,000.00	\$1,500.00	\$0.00	\$0.00	\$0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

SaaS fees start 1/1/2020



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/05/19

Agenda Item: Change Order 1 - Contractor Delay Claim

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes

Cost: \$18,091.65 (lump sum)

Funding Source if Not in Budget 2015 SPLOST

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

Contractor (Comanche Construction of Georgia) and the City of Dalton mutually agree that a three (3) day delay in construction was caused by Norfolk Southern on the Gordon Street Bridge Repair Project.

The delay claim was processed and evaluated following the GDOT specifications for Delay Claims. All required information and documentation was supplied to the City by the Contractor. The claim has been evaluated through a due diligence process, and the amount presented has been agreed upon in principle by both parties. Change Order 001 will address the payment of the Delay Claim.

The Finance Department has created a charge account (#320110-039990-SP155) to fund this project.

Gordon Street Bridge- Delay Claim

On March 27, 2019, Comanche Construction sent a 'Notice of Delay' Letter to the City of Dalton Public Works Department. The delay letter was in regard to the delay experienced due to Norfolk Southern (N.S.) and its onsite representative, STV, Inc., because of an unexpected submittal review process during construction that required Comanche to stop working after they were approved to begin construction.

Comanche Construction was delayed, awaiting N.S. approval, for a total of 4.5 days. The dates of the delay were half a day on 3/27, and full days on 3/28, 3/29, 3/30, and 3/31. N.S. provided approval for the requested submittals on Friday, 3/29, but were not able to provide a flagger until Monday, 4/1.

The City of Dalton Public Works Department had a meeting with Comanche on June 4, 2019, in regards to the delay incurred by Comanche Construction due to the submittal review process established by N.S. once the project had already began. Both parties, the City and Comanche agreed to adjust the 4.5 days down to 3 days for the delay claim, due to Comanche being able to complete some work on other areas of the bridge during the overall date range. The dates corresponding with this were Friday (3/29), Saturday (3/30) and Monday (4/1).

Comanche could not send people home from the job because they were ready to work and anticipated the approval of the submittals on Thursday (3/28) and Friday (3/29), and once approval was received they were expecting a flagger to be on site Monday (4/1). With this being the case, sending people home would have been more costly for the company and impede them getting the work completed once the submittals were approved and the flagger was on site.

Comanche Construction is requesting financial reimbursement by the City for the delay caused by N.S. The expenses requested for reimbursement are Hotel/ Per Diem costs, Labor costs and Equipment costs for the 3 days. Due to the nature of the claim, both parties agree to look at a 'typical day' for each expense and multiply it by 3 to come up with a fair amount for payment through a process of due diligence.

The labor on a 'typical day' was determined by the individuals on the job, the amount of hours worked and then broken out by the rates for each individual by the hour (including taxes and benefits).

Breakdown shown on the spread sheet and verified by time sheets and certified payrolls. The 'typical day' labor was then multiplied by 3. Daily labor total was **\$3,233.59**.

$$\text{\textbf{\$3,233.59} \times 3 = \text{\textbf{\$9,700.77}}}$$

The hotel rate was per receipt and determined by 10 rooms per day at the rate of \$61.00 per room. The total for the hotel per day was **\$610.00**. There were 14 individuals documented on the job. The per diem policy for the company is \$35.00 per day. The total for the 14 individuals on the jobs 'Per Diem' was **\$490.00**.

$$\text{\textbf{(\$610.00 + \$490.00)} \times 3 = \text{\textbf{\$3,300.00}}}$$

The last item evaluated was the equipment on the job and the rates for each item. Rentals were evaluated by per day rates and receipts were provided. Comanche Construction owned equipment was

evaluated per blue book rates by the hour. There spreadsheet provided for the equipment shows the equipment and the description. Total for the equipment cost per day was **\$1,696.96.**

$$\textbf{\$1,696.96} \times 3 = \textbf{\$5,090.88}$$

The total for labor, hotel/ per diem and equipment requested for reimbursement is **\$18,091.65.**

$$\textbf{\$9,700.77} + \textbf{\$3,300.00} + \textbf{\$1,696.96} = \textbf{\$18,091.65}$$

Summary of Delay Claim Evaluation and Process (GDOT)

- Delays caused by right of way problems, as in our case, are not breach in contract, but may be grounds for a delay claim (105.13.B.3)
- Items that may be recoverable are (105.13.B.6):
 - Direct hourly rates to the employee including benefits, taxes, insurance, welfare and other labor burdens
 - Documented additional material costs
 - Equipment costs
 - Cost of extended jobsite overhead
- 'Rental Rate Blue Book' is used to evaluate equipment rates, and it has to be documented with a rental records and detailed descriptions. (150.13.B.7)
- Notice of Potential Delay Claim: If a Contractor believes that they may be entitled to additional compensation, the Contractor must notify the Owner, in our case, in writing of the intent to claim the additional compensation. The Owner has no liability for delays that occur more than one (1) week prior to filing the written notice. (105.13.B.9.a)
- Detailed records after the notice of the claim have to be kept by both parties (105.13.B.10)
- Contents of the claim are in the notice of claim letter and include details, dates, descriptions, and information on the 'how, what, when, where and who' of the claim. The claims must be made in good faith and accurately reflect what the Contractor believes is the Owners liability. (105.13.C-D)
- In regard to auditing, supporting documentation for to the claim include (105.13.E):
 - Daily reports and time sheets
 - Payroll register
 - Equipment rates and records
 - Lodging and Per Diem documentation
- If the claim is in compliance with all the above and is denied in part, or in whole, the Contractor may send a written request to the Owner within thirty (30) days after decision is made (in writing) to request mediation. Mediation has to happen before it can be taken any further as either a breach of contract or a lawsuit. The expense of mediation is to be split equally between the two parties. (105.13.F)



CONTRACT CHANGE ORDER

CHANGE ORDER NO.: 001

CONTRACT: PW-GSB-REPAIR
Gordon Street Bridge Repair Project
Over CSX and Norfolk Southern Railroad

CONTRACTOR: Comanche Construction of Georgia

Contractor (Comanche Construction of Georgia) and the City of Dalton mutually agree that a three (3) day delay in construction was caused by Norfolk Southern on the Gordon Street Bridge Repair Project.

The delay claim was processed and evaluated following the GDOT specifications for Delay Claims. All required information and documentation was supplied to the City by the Contractor. The claim has been evaluated through a due diligence process, and the amount presented has been agreed upon in principle by both parties. Change Order 001 will address the payment of the Delay Claim.

BY:

Megan Elliott
Project Engineer

Agreed to by:

Contractor Representative & Title (Print): _____

Contractor Representative Signature: _____

Date: _____





CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/05/19

Agenda Item: Contract for Services with C.W. Matthews Contracting Co. Inc. for the 2019 Milling and Resurfacing of Various City Streets

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes- Template Previously Approved

Cost: \$1,525,703.59 (unit pricing)

Funding Source if Not in Budget 2015 SPLOST & GDOT LMIG

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

This contract for services with C.W. Matthews Contracting Co, Inc. is to perform the 2019 Milling and Resurfacing of Various City Streets listed in the attached contract.

Four (4) bids were received for completion of this work, and C.W. Matthews Co, Inc. was the low bidder at \$1,525,703.59.

The Finance Department will set up a charge account to fund this project upon the approval.

CITY OF DALTON
COMPETITIVE SEALED BID
 (Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: PUBLIC WORKS DEPARTMENT
 Date of Bid Opening : 07.18.19
 Place of Bid Opening: FINANCE DEPT.
 Time of Bid Opening: 2PM
 Dates Advertised: _____

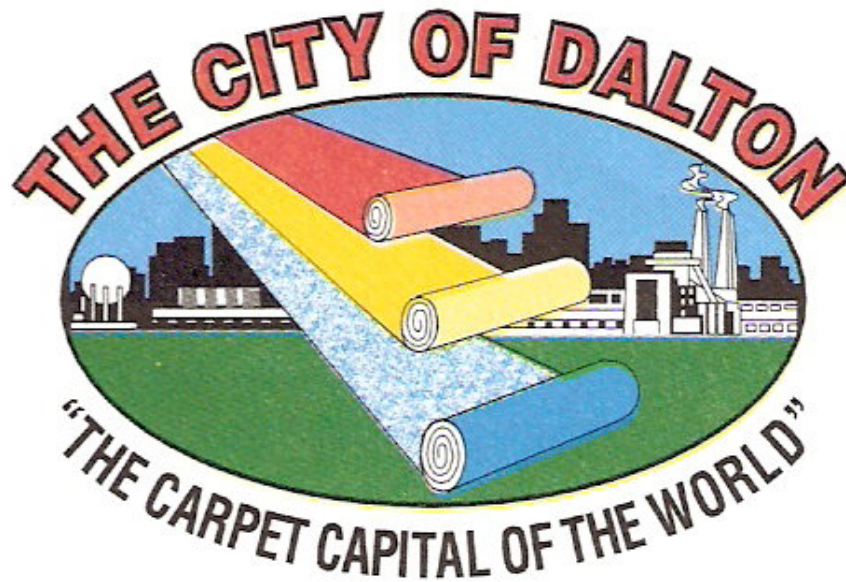
Description of item bid: 2019 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO PW-2019-LMIG

Vendor	Bid Amount	Bid Bond Included	E-Verify Affidavit	Comments
C.W. MATTHEWS CONTRACTING	\$1,525,703.59			
BARTOW PAVING COMPANY	\$1,609,697.17			
WRIGHT BROTHERS CONSTRUCTION	\$2,166,845.30			
NWGP	\$1,569,820.00			

Witnessed By: _____
 Finance Department: *Phelan Sison*
 Department: *Mar Smith*
 Date: 7/18/19
 Comments: _____

Awarded To: _____
 In The Amount Of: _____
 Date: _____

CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

For

PROJECT:

**2019 LMIG MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2019-LMIG**

**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 JULY 18, 2018 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 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2019-LMIG

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

0102 PREPARATION OF BID

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

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. **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 with a significant portion (minimum of fifty (50)%) to be completed in 2019 and to fully complete the project by May 31, 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 _____
C. W. Matthews Contracting Company Inc. 1600 Kenview Drive,
_____ of the City of Marietta State of Georgia and County of Cobb
as Principal and Federal Insurance Company 15 Mountain View Rd. Warren, NJ 07059
as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as
Owner in the penal sum of Five Percent of Principal Bid
Dollars (\$ 5% OPB) 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 18th day of July, 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 MILLING AND RESURFACING
VARIOUS CITY STREETS
DALTON PROJECT NO. PW-2019-LMIG

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.

Brenda B. Nation
Witness As To Principal
Brenda B. Nation

C. W. Matthews Contracting Co., Inc.
Principal
By Charles E. Matthews SEAL
Charles E. Matthews, Executive Vice President



Jennifer Anderson
Witness As To Surety
Jennifer Anderson, Account Manager Surety

Federal Insurance Company
Surety
15 Mountain View Rd., Warren, NJ 07059
Address
By Brenda Ray SEAL
Attorney-in-Fact Brenda Ray, Attorney-in-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint David R. Burruss, James R. Elrod, Retha Harden, Eugene Y. Northcutt, Brenda Ray, William D. Smith, Jr., William D. Smith, Odie E. Wilson and William B. Witcher of Marietta, Georgia-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of April, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of April, 2018 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318865
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 18th day of July, 2019



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

BID PROPOSAL

Place Marietta, Georgia

Date July 18, 2019

Proposal of C. W. MATTHEWS CONTRACTING CO., INC. (hereinafter called
"Bidder") a contractor organized and existing under the laws of the City of Marietta
State of Georgia and County of Cobb, * ~~an individual, a~~
corporation, ~~or a partnership~~ doing business as _____

C. W. MATTHEWS CONTRACTING CO., INC.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of 2019 Milling and Resurfacing, VARIOUS CITY STREETS, PW-2019-LMIG 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. Fifty percent (50%) of the contract is to be completed by December 31, 2019 and the project is to be fully complete by May 31, 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:

Addendum No. 1 issued July 15, 2019

*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 Company of Warren, New Jersey in the amount of Five Percent (5%) of Total Bid Amount 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:

Please See Attached

C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS

Name & Address

Title

Daniel P. Garcia
1367 Mountain Park Drive, NW
Kennesaw, Georgia 30152

President

Charles E. Matthews
1569 Gilbert Road
Kennesaw, Georgia 30152

Executive Vice President

Michael D. Bell
5857 Wildlife Trail NW
Acworth, Georgia 30101

Executive Vice President, Secretary & Treasurer

Jeffrey C. Shropshire
P. O. Box 979
Dallas, Georgia 30132

Senior Vice President - Structures

Michael L. Kleuckling
3039 Cypress Cove
Ball Ground, Georgia 30107

Vice President – Estimating

Robert W. Thompson, Jr.
121 North Hampton Drive
Canton, Georgia 30115

Division Vice President – Estimating

Benny M. Brown
3005 Canton Pines Place
Marietta, Georgia 30068

Division Vice President – Accounting & Asst. Secretary

BID PROPOSAL
(Continued)

Dated at:

1600 Kenview Drive, Marietta, Georgia 30060

The 18th day of July, 2019

C. W. MATTHEWS CONTRACTING CO. INC.

Principal

By


Michael Kleuckling, Vice President



CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address):*

C.W. Matthews Contracting Co., Inc.

1600 Kenview Drive

Marietta, Ga 30060

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: 08/05/2019

Amount: \$1,525,703.59

Description *(Name and location):*

2019 MILLING AND RESURFACING

VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2019-LMIG

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: C.W. Matthews Contracting Co., Inc.

_____ (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):*

C.W. Matthews Contracting Co., Inc.

1600 Kenview Drive

Marietta, Ga 30060

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: 08/05/2019

Amount: \$1,525,703.59

Description *(Name and location):*

2019 MILLING AND RESURFACING

VARIOUS CITY STREETS – DALTON PROJ. NO. PW-2019-LMIG

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

BOND:

Date: _____

Amount: _____

Bond number: _____

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: C.W. Matthews Contracting Co., Inc

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 5th day of August, 2019, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and C.W. Matthews Contracting Company Inc.

a contractor doing business as an individual, a partnership, or a corporation* of the City
of Marietta, County of Cobb, 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 MILLING AND RESURFACING
VARIOUS CITY STREETS – DALTON PROJECT NO. PW-2019-LMIG

hereinafter called the "Project", for the sum of \$1,525,703.59
Dollars (One million five hundred twenty five thousand seven hundred three dollars and
fifty nine 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. Fifty percent (50%) of
the contract is to be completed by December 31, 2019 and the project is to be fully
complete by May 31, 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:

C.W. Matthews Contracting Company, Inc.

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.

32751

EEV/Basic Pilot Program* User Identification Number

BY: [Signature] Authorized Officer or Agent

July 18, 2019

Date

(Contractor Name) (C. W. MATTHEWS CONTRACTING CO., INC.)

Vice President

Title of Authorized Officer or Agent of Contractor

Michael Kleuckling

Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

18th DAY OF July, 20 19

Brenda B. Nation

Notary Public Brenda B. Nation

My Commission Expires:

August 14, 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).

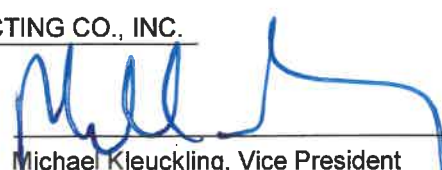
Bid Proposal Form - Dalton Project No. PW-2019-LMIG

ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	194,474.09	Traffic Control	\$194,474.09
402-1812	200	TN	131.44	Recycled Asph. Conc. Leveling, Incl. Bitum Material and H-Lime	\$26,288.00
402-3100	2,120	TN	94.32	Recycled Asph. Conc. 9.5 MM Superpave, Type I, GP 1 or Blend 1, Incl Bitum Matl & H-Lime	\$199,958.40
402-3102	2,780	TN	100.44	Recycled Asph. Conc. 9.5 MM Superpave, Type II, Blend I, Incl Bitum Matl & H-Lime	\$279,223.20
402-3130	5,260	TN	98.15	Recycled Asph Conc. 12.5 MM Superpave, GP 2 Only, Incl. Bitum Mtl. And H-Lime	\$516,269.00
413-1000	8,600	GL	2.43	Bitum Tack Coat	\$20,898.00
432-5010	114,260	SY	1.94	Mill Asph Conc Pvmt., Variable Depth	\$221,664.40
611-8050	75	EA	133.06	Mill/Remove Asphalt Around Manhole, Gas Valve, or Water Valve to Prepare for Resurfacing	\$9,979.50
653-0110	3	EA	65.00	Thermoplastic Pvmt. Marking, Arrow, TP 1	\$195.00
653-0120	47	EA	65.00	Thermoplastic Pvmt. Marking, Arrow, TP 2	\$3,055.00
653-0130	1	EA	150.00	Thermoplastic Pvmt. Marking, Arrow, TP 3	\$150.00
653-0220	9	EA	150.00	Thermoplastic Pvmt. Marking, Word, TP 2	\$1,350.00
653-1704	605	LF	7.50	Thermoplastic Solid Traffic Stripe, 24 In., White	\$4,537.50
653-1804	2045	LF	2.50	Thermoplastic Solid Traffic Stripe, 8 In., White	\$5,112.50
653-2501	5.92	LM	2,400.00	Thermoplastic Solid Traffic Stripe, 5 In., White	\$14,208.00
653-2502	7.39	LM	2,400.00	Thermoplastic Solid Traffic Stripe, 5 In., Yellow	\$17,736.00
653-4501	1.98	GLM	1,600.00	Thermoplastic Skip Traffic Stripe, 5 In., White	\$3,168.00
653-4502	1.07	GLM	1,600.00	Thermoplastic Skip Traffic Stripe, 5 In., Yellow	\$1,712.00
653-6004	170	SY	5.00	Thermoplastic Traffic Striping, White	\$850.00
653-6006	230	SY	5.00	Thermoplastic Traffic Striping, Yellow	\$1,150.00

654-1001	490	EA	5.00	Raised Pvmt Markers TP 1	\$2,450.00
654-1003	255	EA	5.00	Raised Pvmt Markers TP 3	\$1,275.00
				Total Bid Proposal	\$1,525,703.59

Bidding Company Name: C. W. MATTHEWS CONTRACTING CO., INC.

Authorized Bidding Rep. Signature & Title


Michael Kleuckling, Vice President



SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

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

0303 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0304 MATERIALS, SERVICES AND FACILITIES

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

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

0305 CONTRACTOR'S TITLE TO MATERIALS

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

0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until

they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

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

0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims

against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

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

0313 SAFETY PROVISIONS

0313.01 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (*PL 91-596*) and under Sec.107 of the Contract Work Hours and Safety Standards Act (*PL 91-54*).

0313.02 The Contractor shall be responsible for the Safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure of their improper construction, maintenance and operation.

0313.03 The Contractor shall employ, when necessary, watchmen on the work and shall, when necessary, erect and maintain such strong and suitable barriers and such light as will effectually prevent the happening of any accident to health, limb or property.

0314 SANITARY PROVISIONS

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

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for

the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

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

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

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

0317 INSPECTION

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

0318 REPORTS, RECORDS AND DATA

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

0319 SUPERINTENDENCE BY CONTRACTOR

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

0320 COMPETENT LABOR

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

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

0321 CONSTRUCTION EQUIPMENT

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

0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0328. A Change Order signed by the Contractor indicates his agreement therewith.

0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he shall not proceed with the work in question until a written decision has been rendered by the Owner.

- 0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.
- 0322.04 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.
- 0322.05 The term Change Order is defined as a written order to the Contractor signed by the Owner which authorizes a change in the work or the contract price or the contract time issued after execution of the Agreement.
- 0322.06 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price, except where authorized by Change Order.

0323 CHANGE IN CONTRACT PRICE

- 0323.01 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 0323.01.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0327.04.2.1*).
- 0323.01.3 On the basis of the Cost of the Work (*determined as provided in Paragraphs 0327.04 and 0327.05*) plus a Contractor's Fee for overhead and profit (*determined as provided in Paragraphs 0327.4 and 0327.05*).
- 0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 0327.03.

- 0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
- 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
- 0323.02.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of

transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

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

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

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

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

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

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

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

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

0323.03.2 Expenses of Contractor's principal and branch offices other than his

office at the site.

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

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

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

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

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

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

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

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

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

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

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

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

0324 CHANGE OF THE CONTRACT TIME

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

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

0325 CORRECTION OF WORK

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

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

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

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

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

0328 CLAIMS FOR EXTRA WORK

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

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the surety of its intention to terminate the contract, such notices to

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

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

0331 PAYMENTS TO CONTRACTORS

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

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed

to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

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

0332 ACCEPTANCE AND FINAL PAYMENT

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

0333 PAYMENTS BY CONTRACTORS

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

amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

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

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and coverages provided in these specifications, or required by law,

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

- 0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required 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
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 (<i>Any One Fire</i>):	\$50,000
Medical Expense (<i>Any One Person</i>):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate (<i>Per Project</i>):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated 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
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- 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 by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

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

0343 QUANTITIES OF ESTIMATE

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

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this Contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the

delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or, to withdraw from the contract except by consent of the Owner, but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

0345 GUARANTY

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

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

0346 CONFLICTING CONDITIONS

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

0347 NOTICE AND SERVICE THEREOF

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

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, 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, AND CONSTRUCTION DETAILS.
3. **The beginning and ending termini for each resurfacing project are shown on the location maps and Project Summary Report included in the General Notes (Section 0400).**
4. Quantities for milling and resurfacing of deceleration lanes, flares (width transitions), etc., are included within the detailed estimate.
5. Milling and paving of turnouts for sideroads shall be required on **Shugart Road** and other streets **when directed by the Project Engineer** to provide a smooth and well drained transition to and from the mainline being resurfaced. Unless otherwise directed by the Project Engineer, the milling and paving of turnouts for side roads shall be to the back of radius for each side street. Quantities for these areas are included on the detailed estimate.
6. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN THE MILLING OPERATION SUCH THAT WATER DOES NOT POND ON THE ROADWAY. **MILLED AREAS SHALL BE COVERED WITH FINAL SURFACE COURSE WITHIN FOURTEEN (14) CALENDAR DAYS OF BEING MILLED.**
7. FAILURE BY THE CONTRACTOR TO COVER MILLED SURFACES WITHIN FOURTEEN (14) CALENDAR DAYS WILL RESULT IN LIQUIDATED DAMAGES TO BE ASSESSED AT A RATE OF \$200 PER DAY LEFT EXPOSED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL DRAINAGE STRUCTURES WITHIN THE LIMITS OF THE PROJECT THROUGHOUT THE DURATION OF THE PROJECT. ANY DEBRIS THAT GOES IN DRAINAGE STRUCTURES AS A RESULT OF THE MILLING OPERATION

SHALL BE CLEANED OUT BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.

9. PERMANENT STRIPING: THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS AT EXISTING LOCATIONS ON ROADWAY AND AS CURRENTLY MARKED. THE CONTRACTOR SHALL RESTRIPE ALL EXISTING ROADWAY MARKINGS ON SIDE ROADS TO THE END OF THE NEW RESURFACED SECTION ONLY WHEN APPLICABLE. REFERENCE PAVEMENT MARKING DETAILS AND NOTES IN GDOT SPECIFICATIONS FOR LOCATING EDGE LINES. THE COST OF RESTRIPE INCLUDING REQUIRED STOP BARS AND PROVIDING CONSTRUCTION LAYOUT WILL BE PAID FOR UNDER 653 PAY ITEMS.
10. Edgelines – Edgelines shall **only** be installed as directed on the Project Summary Sheet shown in this section.
11. RPMs- RPMs shall be installed as shown in GDOT Construction Detail T-15A. **However, Contractor shall use old spacing requirement of 80'.**
12. THIS PROJECT DOES NOT REQUIRE A NOI.
13. TRAFFIC CONTROL SHALL MEET THE REQUIREMENTS OF THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND SPECIAL PROVISION SECTION 150-TRAFFIC CONTROL OF GDOT SPECIFICATIONS.
14. THIS PROJECT IS A GDOT LMIG PROJECT. THE CONTRACTOR SHALL USE THE SPECIFIED DESIGN MIX AND APPLICATION RATE SPECIFIED ON THE PROJECT SUMMARY SHEET FOR ALL STREETS WHICH WILL BE RESURFACED. **DESIGN MIXES FOR THESE LMIG STREETS SHALL BE SUBMITTED TO AND APPROVED BY THE OWNER IN ADVANCE.** PLEASE SUBMIT MIX DESIGNS TO THE OWNER FOR APPROVAL UPON NOTICE OF AWARD. FAILURE TO MEET THESE SPECIFICATIONS CAN RESULT IN GDOT NOT REIMBURSING THE CITY FOR THE MATERIALS USED.
15. Asphalt patching is not part of the Contractor's Scope of Work for this project. The City of Dalton Public Works Department will complete asphalt patching using in-house forces. Asphalt patching will be completed prior to the issuance of a Notice to Proceed to the Contractor.
16. The replacement of traffic signal loops is not part of the Contractor's Scope of Work for this project. The City of Dalton Public Works Department will complete this work using in-house forces.
17. The Contractor shall begin milling the full width of the roadway one hundred (100) feet

at the beginning and ending of the project at each project termini (ONLY FOR STREETS THAT REQUIRE MILLING). The Contractor shall complete this milling such that at the point that full width milling begins, the roadway shall be milled from 0" depth and taper (fade) to 1 ½" depth butt joint to provide a smooth tie in during paving operations. Quantities for the full width milling are included in the detailed estimate pay item.

18. **Bidders should refer to the Project Summary Sheet included in the General Notes (0400) Section for specific milling requirements/details for each street included in this project.**

Upon completion of the milling operations, the Contractor shall remove any remaining asphalt "strip/sliver" created in the gutter as a result of milling operations (if applicable). This "strip" shall be removed prior to placement of asphalt resurfacing if paving in the gutter is required because of pre-existing conditions.

19. Materials Transfer Vehicle (MTV, Shuttle Buggy) – The Contractor shall utilize a Materials Transfer Vehicle when placing asphaltic concrete mixtures on this project only as required by the applicable GDOT Standard Specification.
20. Bump Signage – Bump signage shall be installed on all transverse "butt" joints created as a result of milling operations. Contractor shall place a wedge of cold mix asphalt on transverse joints as a temporary measure of providing a smooth transition to project tie-ins. This cold mix wedge shall be removed by the Contractor prior to commencing resurfacing. The Owner is not responsible for damaged vehicles caused by transverse "butt" joints.
21. Leveling – Leveling shall only be placed on the Project as directed by the Project Engineer.
22. Time of Work Restrictions – No work shall be completed by the Contractor on **residential streets between the hours of 9:01PM through 7:59AM (i.e. no nighttime work on residential streets).** For streets in **commercial and industrial districts, no work shall be completed between the hours of 7:01AM through 8:00AM (i.e. no work on commercial district streets during the AM rush).** The Contractor shall keep at least one travel lane open in each direction of travel at all times. Liquidated damages for failure to observe time of work restrictions shall be assessed to the Contractor at the rate of \$200 per hour.
23. **No work shall be completed by Contractor on Shugart Road from Home Depot (Murphy/ Checkers) North to State Route 3/ US 41 between the hours of 4:59PM through 7:00PM.**
24. The Contractor will be permitted to use Advanced Warning Signs on tripods throughout the Project as long as the signs and tripods conform to the requirements established by Part 6 of the MUTCD and Special Provision Section 150-Traffic Control of the Georgia DOT Standard Specifications.
25. The Contractor will not be required to perform any shoulder building/grassing nor place work zone barrels or low/soft shoulder signs after placing asphalt topping on streets

without curb and gutter. The City of Dalton Public Works Department will complete the previously mentioned work items using in-house forces.

26. **Milling/Removal of Asphalt Around Manhole, Gas Valve, or Water Valve to Prepare for Resurfacing** – Contractor shall provide unit pricing to perform the necessary milling around in-pavement utility manholes and valves. This milling will require a small milling machine to appropriately mill around the utility infrastructure at the same milling depth specified for this street to prepare for resurfacing. The unit price for this work should include all labor, equipment, and materials necessary to perform the work. Dalton Utilities will be lowering all in-pavement utilities and permanently raising them following resurfacing on the following streets: College Drive, Shugart Road, Willowdale Road, and Crawford Street. On these four (4) streets, contractor will not be required to perform milling around the in-pavement utilities.

2019 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2019-LMIG

No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
1	Shugart Road	Paving Joint South of N. Tibbs Road Intersection	Paving Joint South of US 41 Hwy	1.16	Varies from 48' to 59'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3130	3300	165 lbs/square yard	Stop Bar, Centerline, Edgelines, Arrows, Skip White, Skip Yellow, Island, and Crosswalk	Yes
2	College Drive	George Rice Drive	George Rice Drive	0.50	36'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3130	915	165 lbs/square yard	Centerline, Edgelines, Arrows, Island, and Crosswalk	Yes
3	Valencia Drive	Linden Drive	Belmont Drive	0.31	26'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3102	395	165 lbs/square yard	Stop Bar, Centerline, and Edgelines	No
4	Bryant Avenue	Frances Street	Thornton Avenue	0.056	28'	Yes; 1.5" full width mill	402-3102	80	165 lbs/square yard	Stop Bar, Centerline, and Words	No
5	Frances Street	Central Avenue	Curve at Church	0.165	30'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3102	240	165 lbs/square yard	Stop Bar, Centerline, Words, and Crosswalk	No
6	Willowdale Road	Crow Valley Road	North Bypass	0.549	24'	Yes; 1" full width mill	402-3130	670	165 lbs/square yard	Stop Bar, Centerline, Edgelines, Arrows, and Words	Yes
7	Ridgefield Terrace	Crow Valley Road	Ridgefield Way	0.031	22'	No	402-3100	35	165 lbs/square yard	Stop Bar and Centerline	No
8	Ridgefield Way	Western Cul-de-sac	Eastern Cul-de-sac	0.361	22'	Yes; 1" full width mill	402-3100	475	165 lbs/square yard	None	No
9	Susie Lane	Ridgefield Way	Cul-de-sac	0.030	20'	Yes; 1" full width mill	402-3100	75	165 lbs/square yard	Stop Bar Only	No
10	Glenbrook Place	Ridgefield Way	Cul-de-sac	0.134	21.5'	Yes; 1" full width mill	402-3100	190	165 lbs/square yard	Stop Bar Only	No
11	Coventry Drive	Haig Mill Lake Road	Chatham Drive	0.264	26'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3102	335	165 lbs/square yard	Stop Bar Only	No

2019 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2019-LMIG

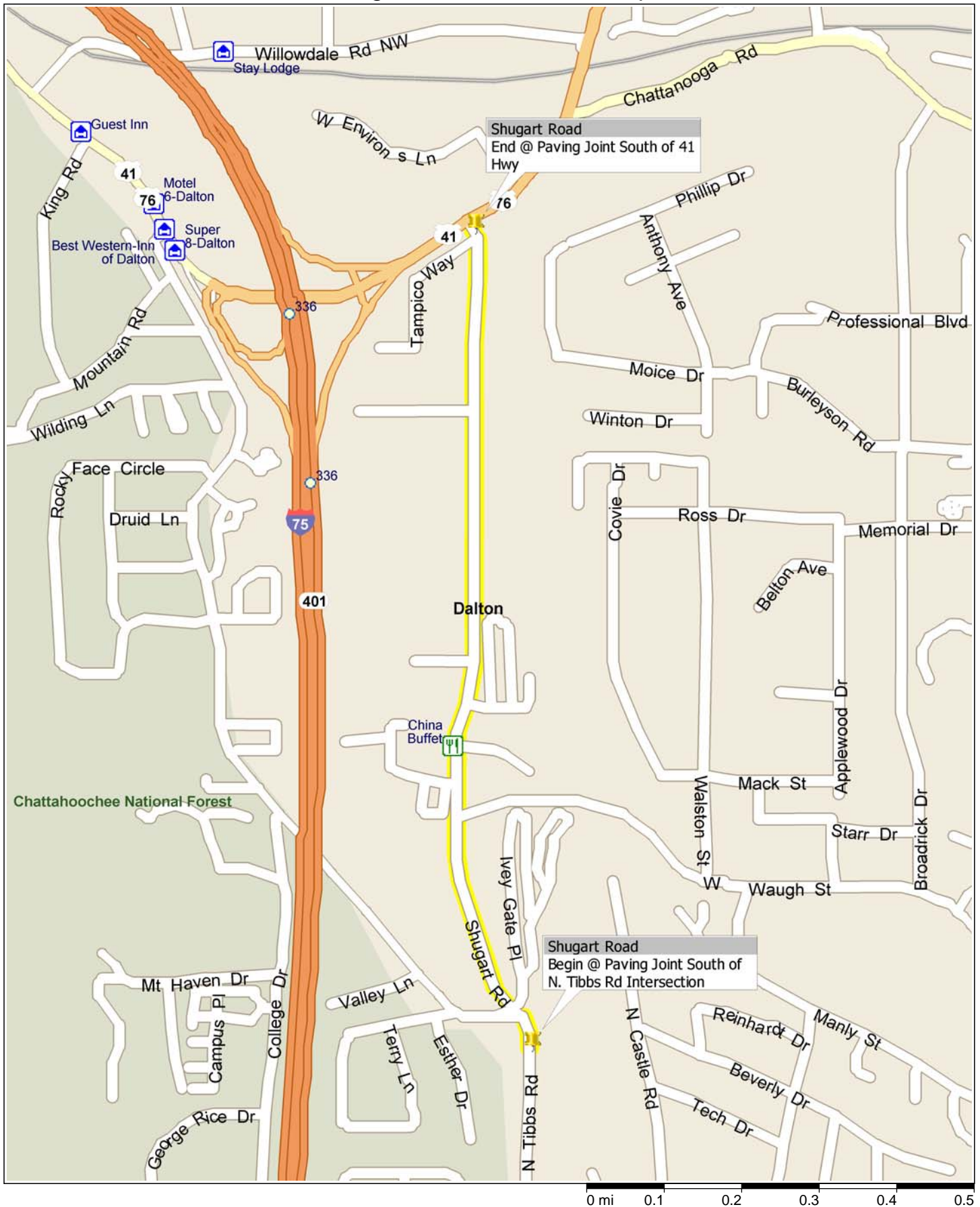
No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
12	Bedford Drive	Coventry Drive	End of Curb/Gutter	0.074	24'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3100	85	165 lbs/square yard	Stop Bar Only	No
13	Bedford Drive	End of Curb/Gutter	Dead End	0.146	16'	No	402-3100	115	165 lbs/square yard	None	No
14	Hathaway	Chatham Drive	Cul-de-sac	0.039	20'	No	402-3100	90	165 lbs/square yard	Stop Bar Only	No
15	Whitener Drive	East Morris Street	Dead End	0.324	20.5'	No	402-3102	320	165 lbs/square yard	Stop Bar Only	No
16	Calhoun Street	Green Street	Harris Street	0.264	29'	Yes; 1.5" full width mill	402-3130	370	165 lbs/square yard	Stop Bar and Centerline	No
17	Lenna Lane	Emery Street	Sheryl Drive	0.169	27'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3102	330	165 lbs/square yard	Stop Bar, Centerline, and Words	Yes
18	Atkinson Drive	Sheryl Drive	Dead End	0.290	30'	Yes; 1" full width mill	402-3100	420	165 lbs/square yard	None	No
19	Azalea Drive	Lenna Lane	Audubon Way	0.127	26'	Yes; 1" at gutterline taper to 0" at centerline	402-3100	160	165 lbs/square yard	Stop Bar Only	No
20	Audubon Way	Cul-de-sac	Cul-de-sac	0.073	26'	Yes; 1.5" at gutterline taper to 0" at centerline	402-3100	125	165 lbs/square yard	None	No
21	Crawford Street	Cappes Street	Davidson Drive	0.638	30.5'	Yes; 1.5" full width mill	402-3102	940	165 lbs/square yard	Centerline and Edgelines	Yes
22	North Selvidge Street	Long Street	Park Street	0.205	27'	Yes; 1.5" full width mill	402-3102	270	165 lbs/square yard	Stop Bar, Centerline and Words	Yes

2019 Milling and Resurfacing - Project Summary Sheet - Dalton Public Works Department
Various City Streets - Dalton Project No PW-2019-LMIG

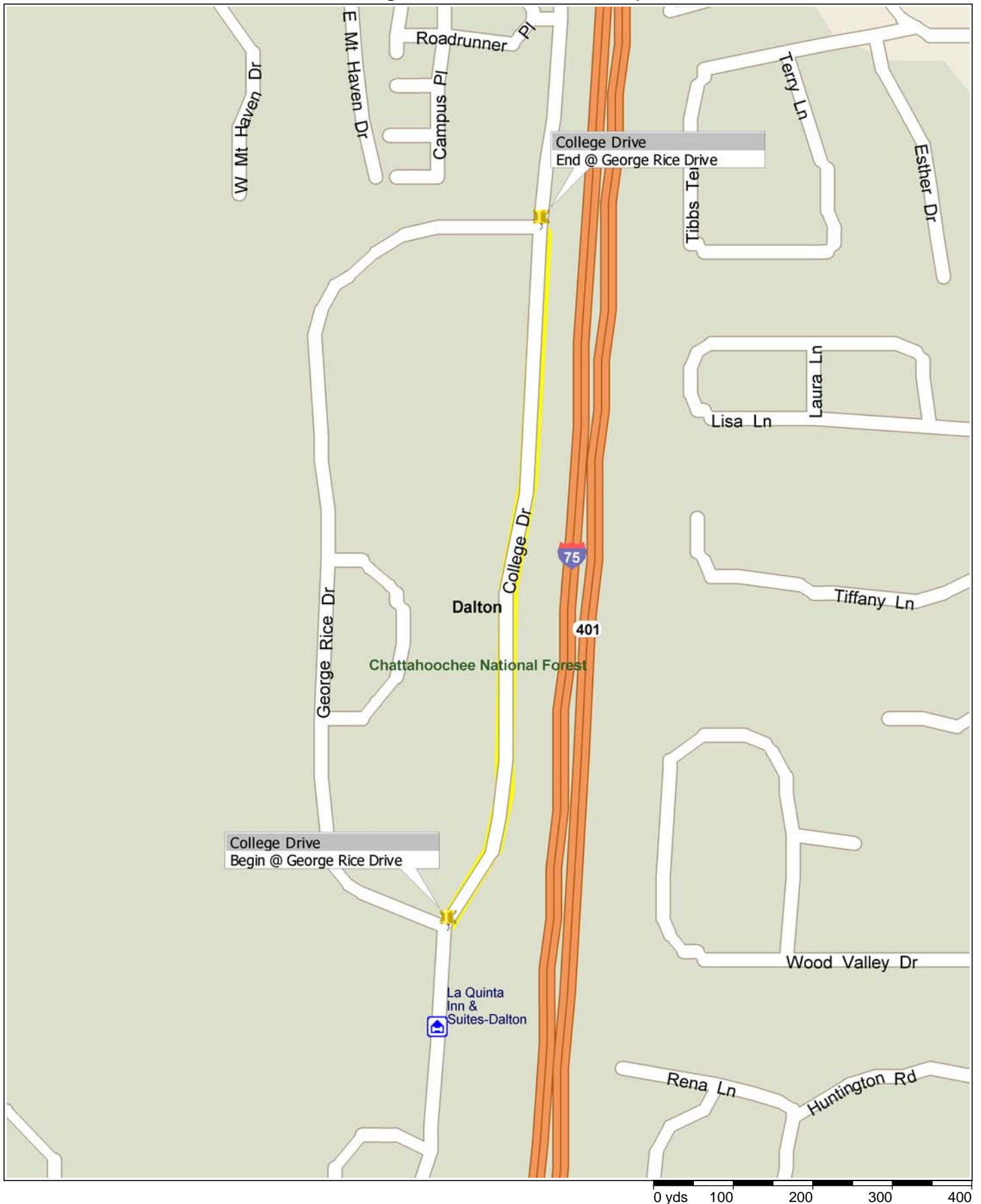
No.	Road Name	Beginning	Ending	Total Length (Miles)	Street Width (+/-)	Milling Required?	Required Asphalt Topping Mix Design Code	Approx Tonnage	Required Asphalt Topping Spread Rate	Thermoplastic Striping?	RPMS?
23	Dude Street	Ashworth Drive	Park Street	0.132	20'	No	402-3100	125	165 lbs/square yard	Stop Bar Only	No
24	Cotton Street	Matilda Street	Dead End	0.118	22.5'	Yes; 1.5" full width mill	402-3100	130	165 lbs/square yard	Stop Bar Only	No
25	Olympic Avenue	Starr Drive	West Waugh Street	0.083	25'	No	402-3100	100	165 lbs/square yard	Stop Bar Only	
Total =				6.242							

Blue Shading Represents Streets included in GDOT LMIG 2019 Project Report

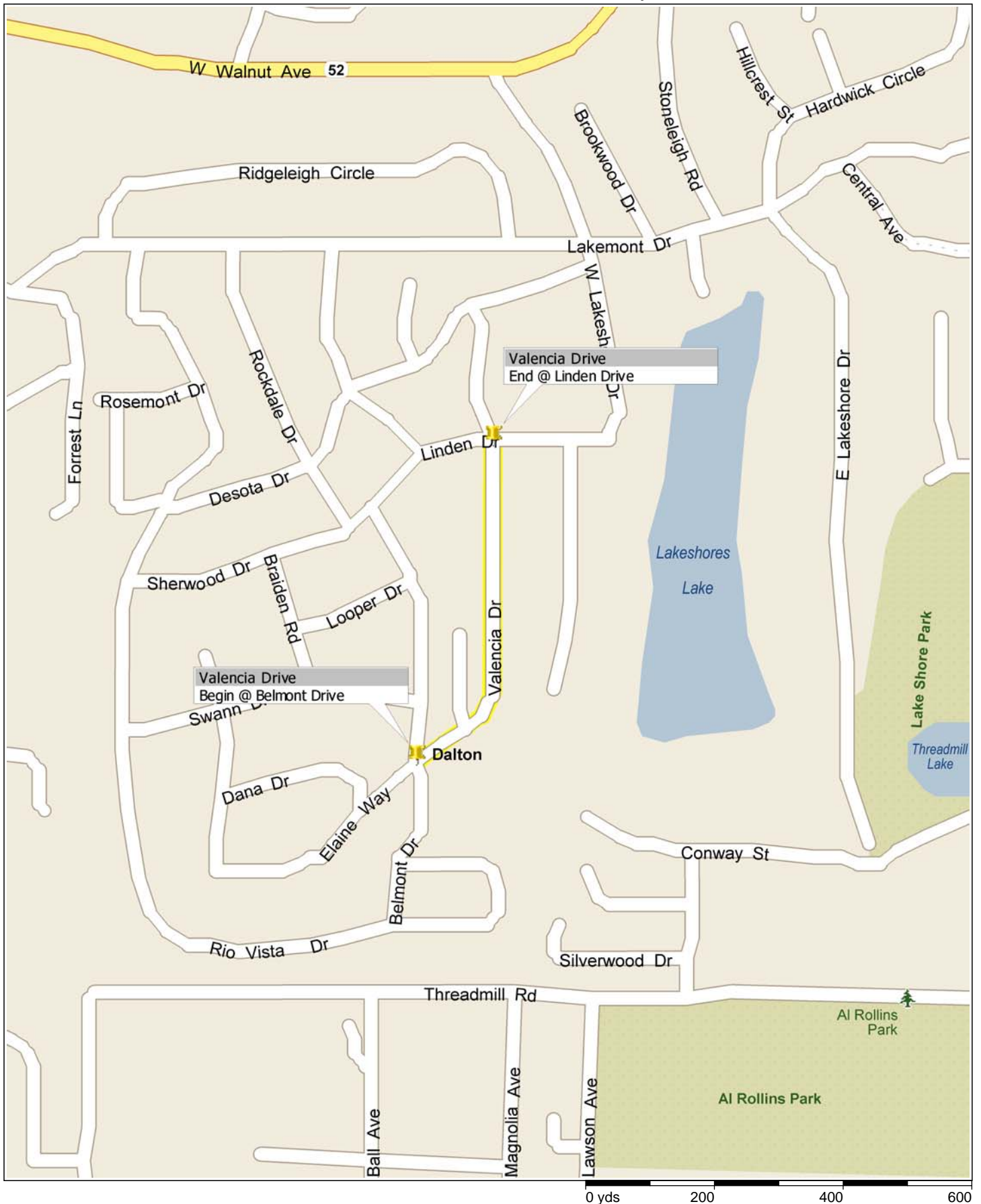
Shugart Road - Location Map



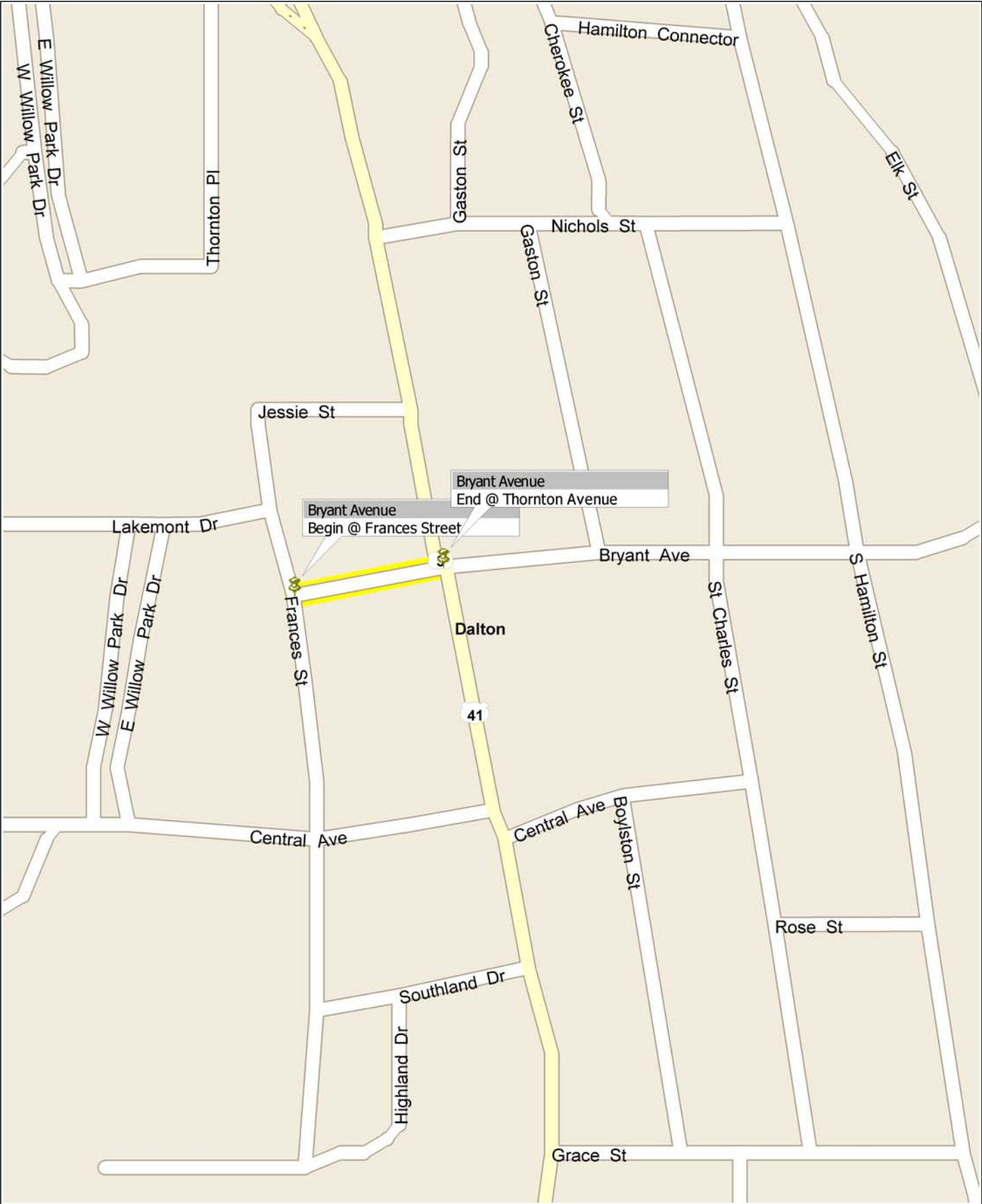
College Drive - Location Map



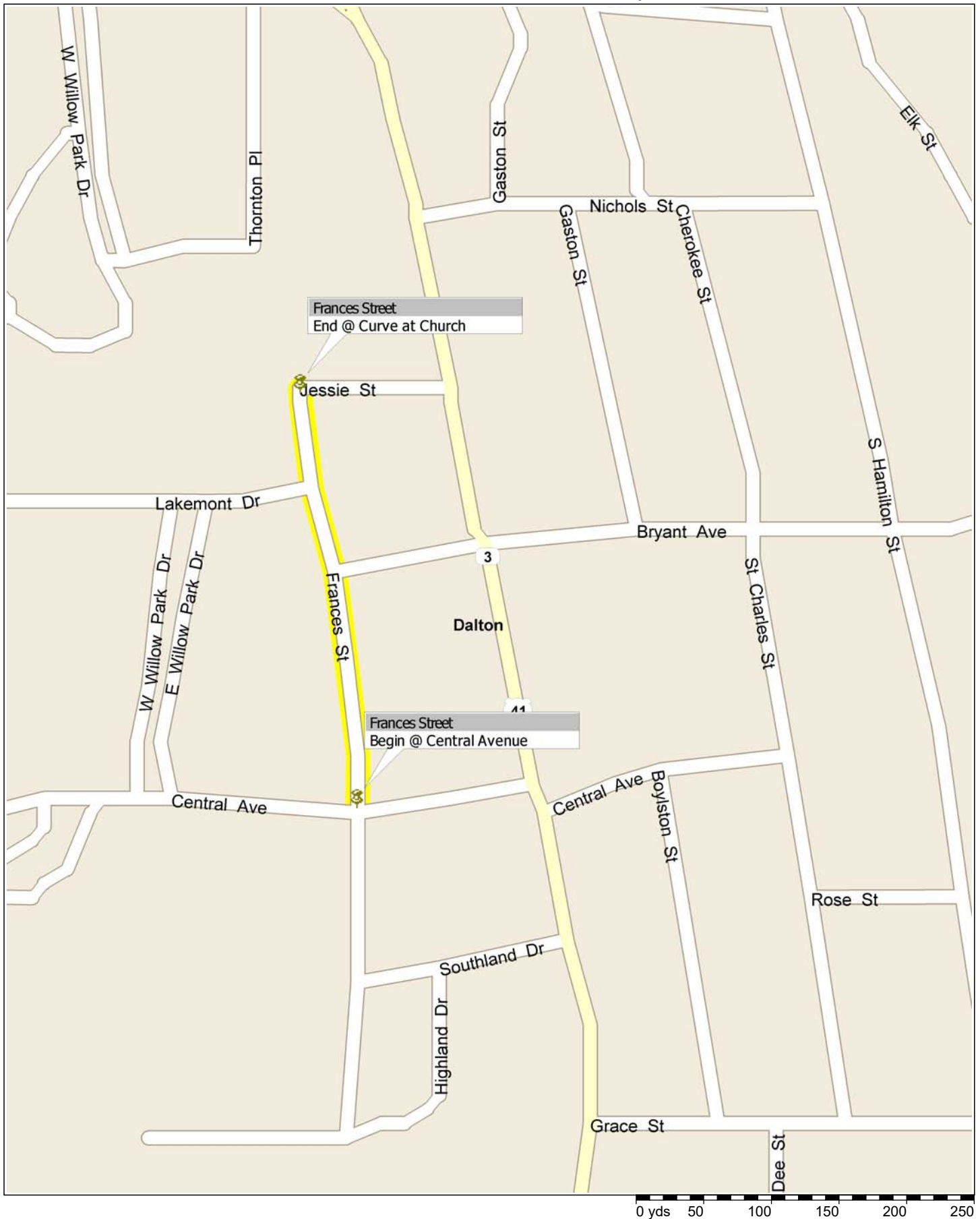
Valencia Drive - Location Map



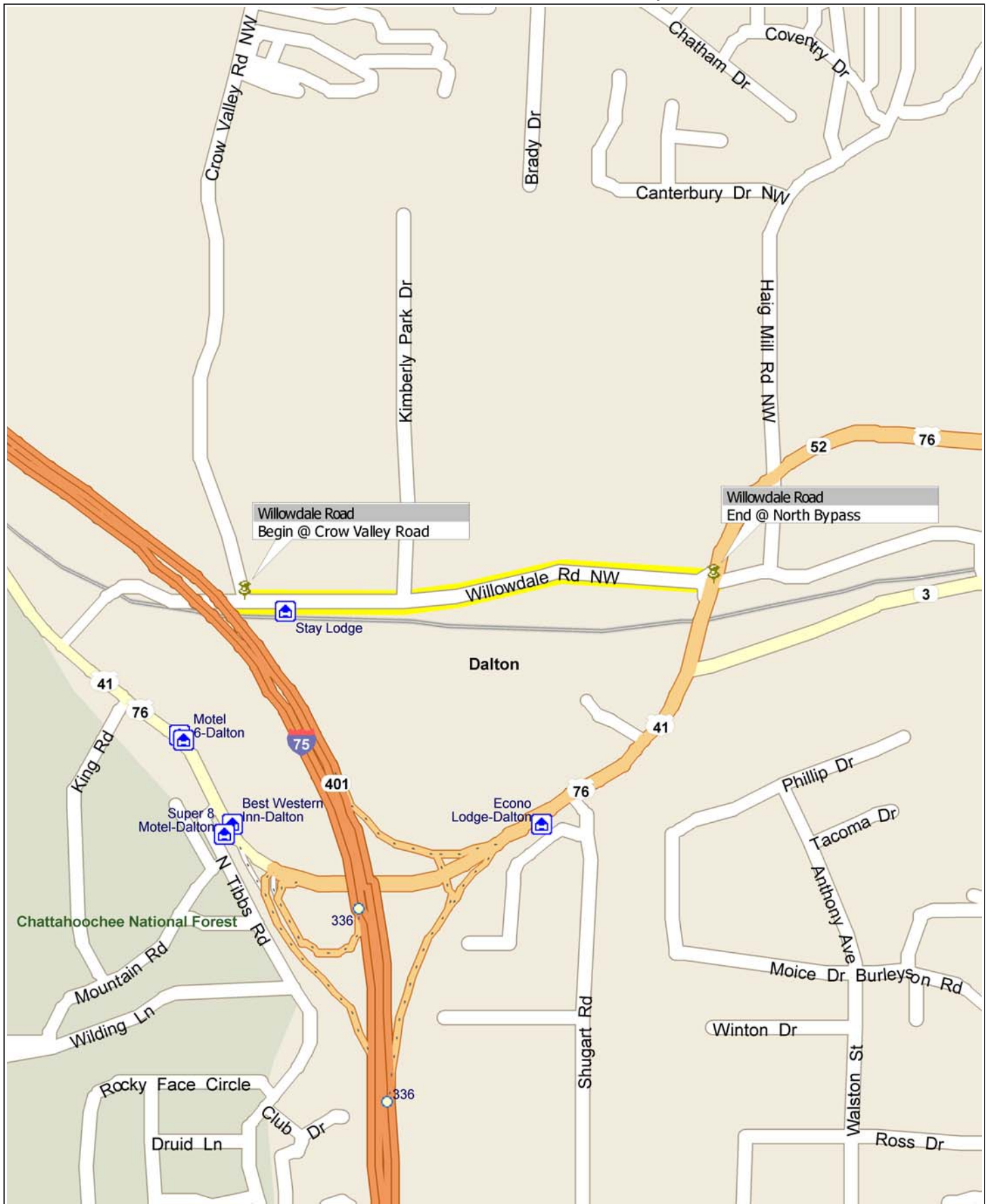
Bryant Avenue- Location Map



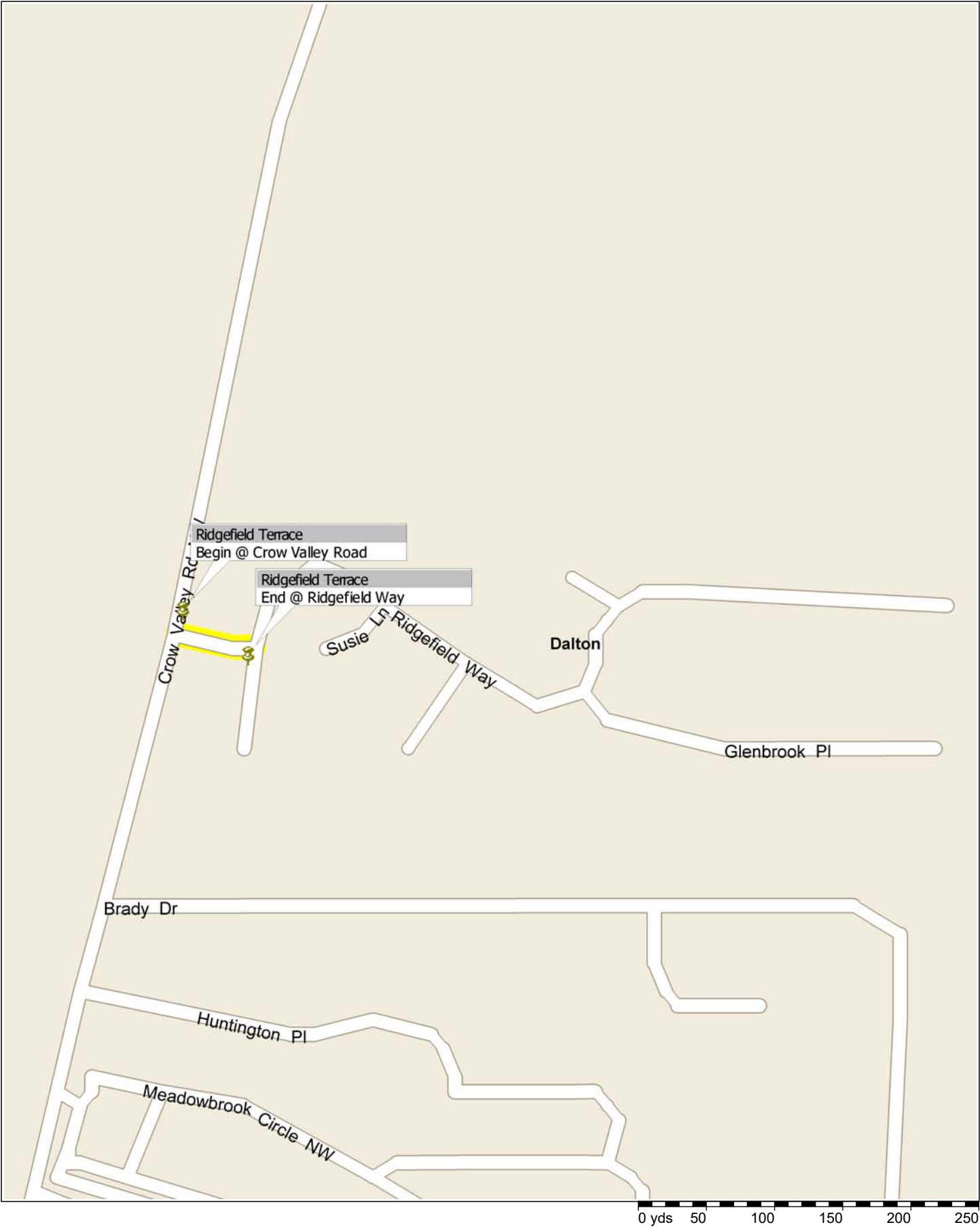
Frances Street- Location Map



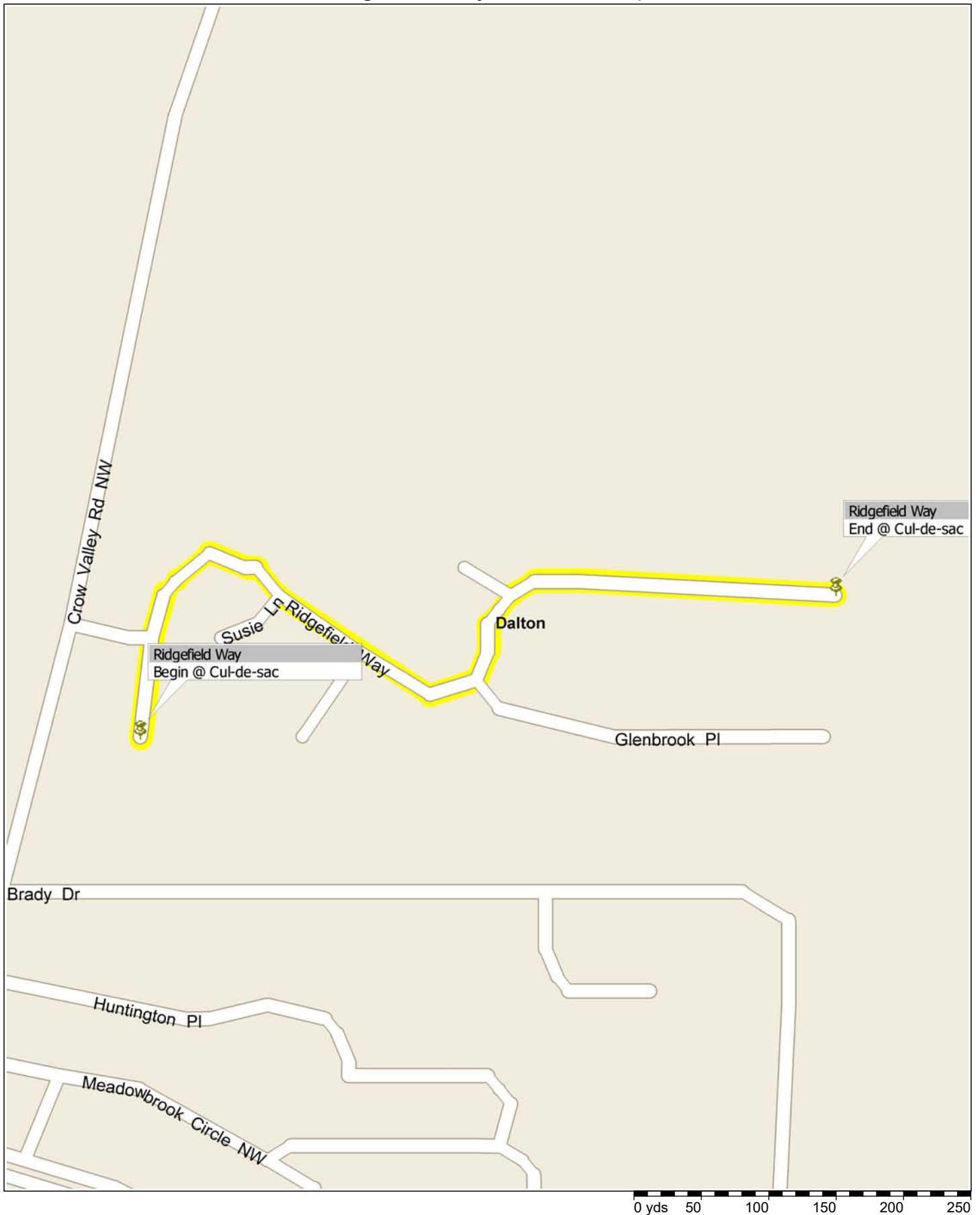
Willowdale Road- Location Map



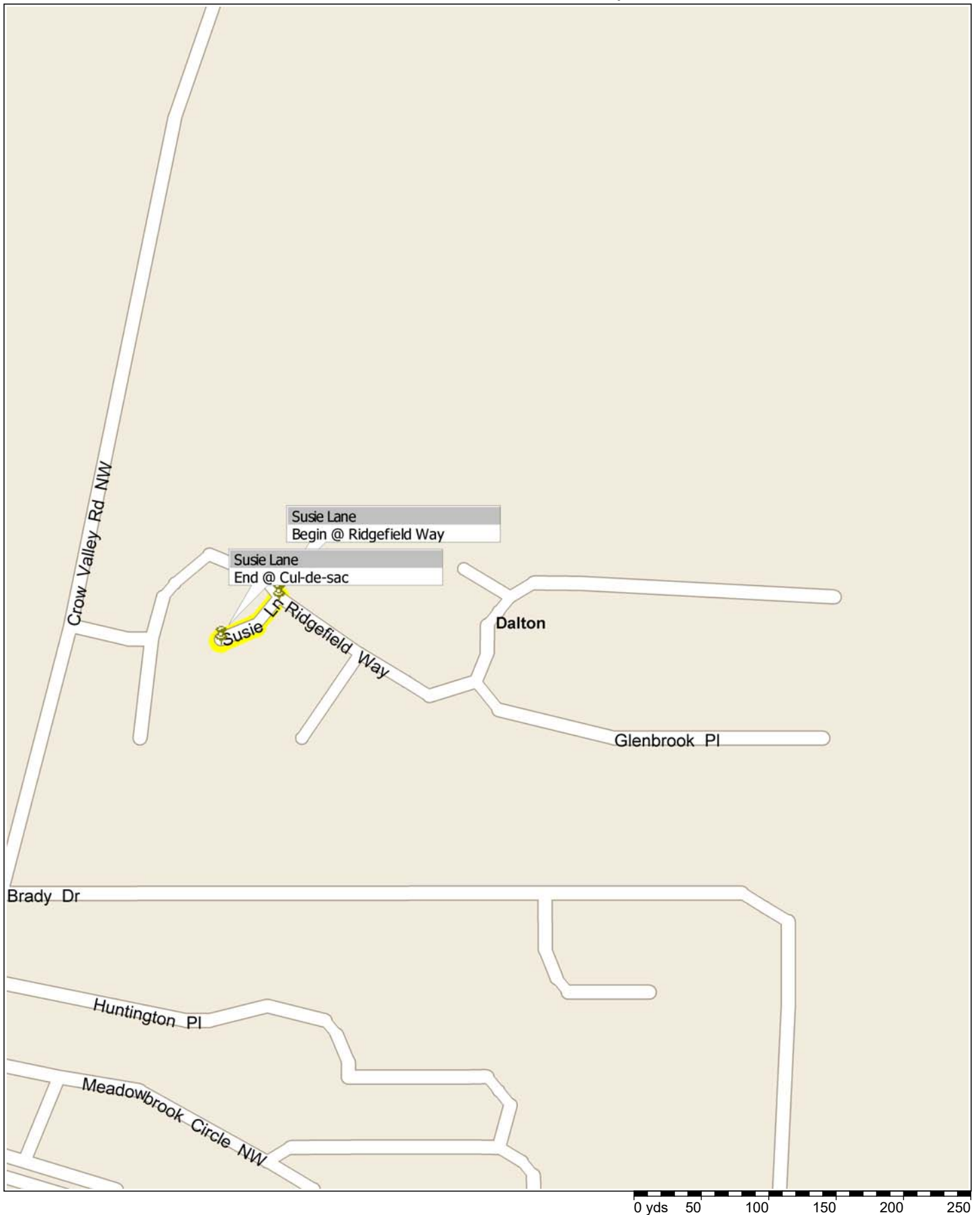
Ridgefield Terrace- Location Map



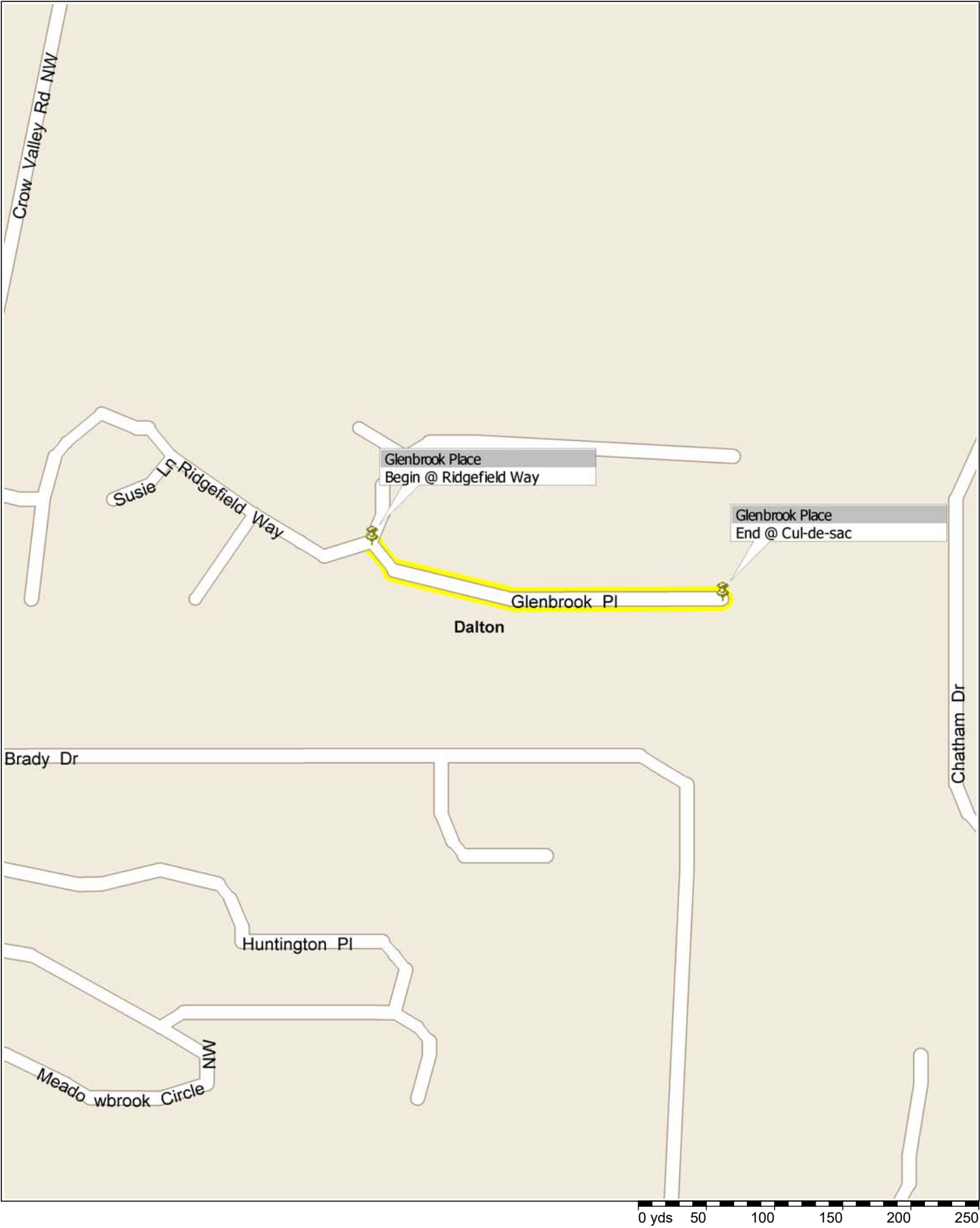
Ridgefield Way- Location Map



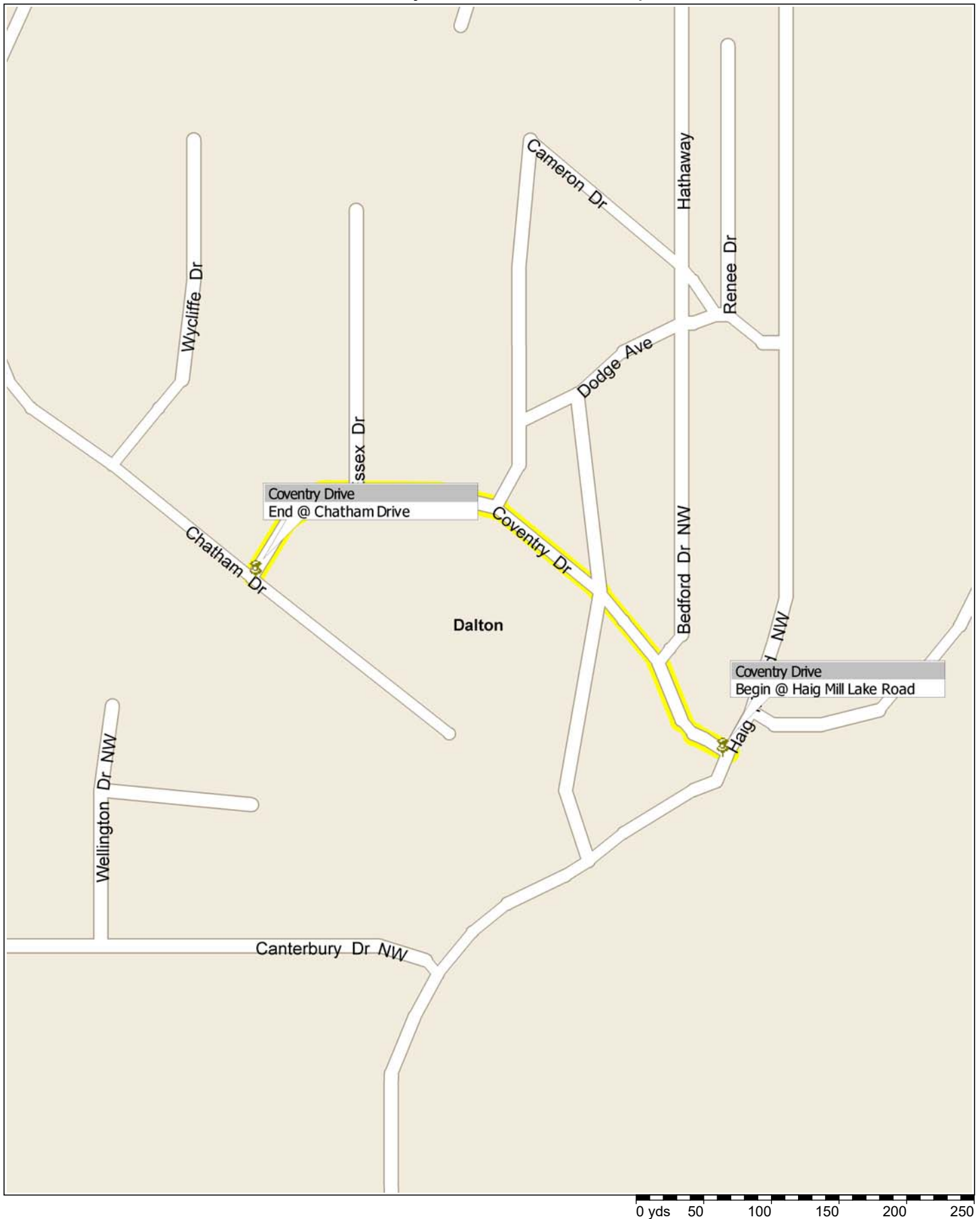
Susie Lane- Location Map



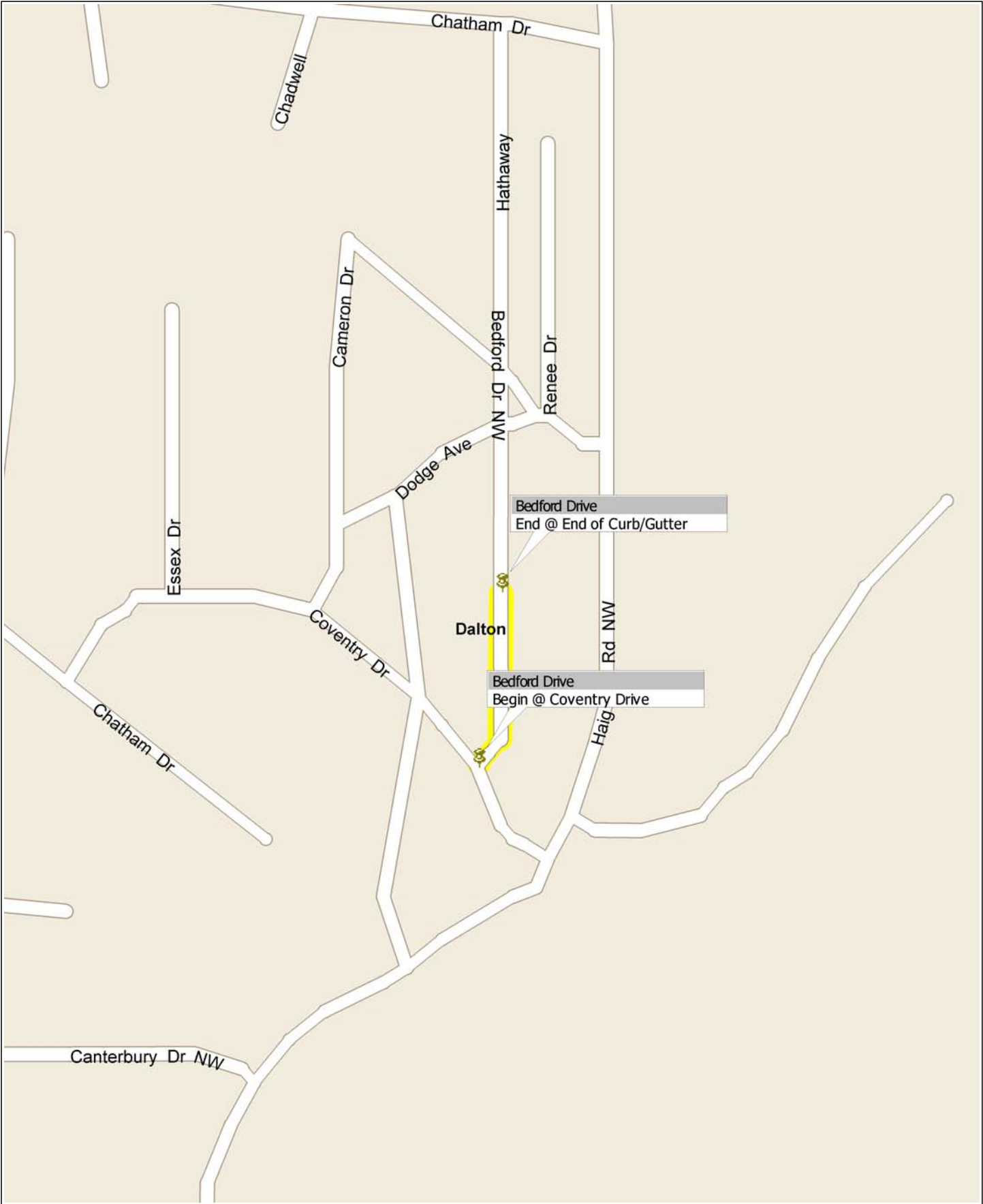
Glenbrook Place- Location Map



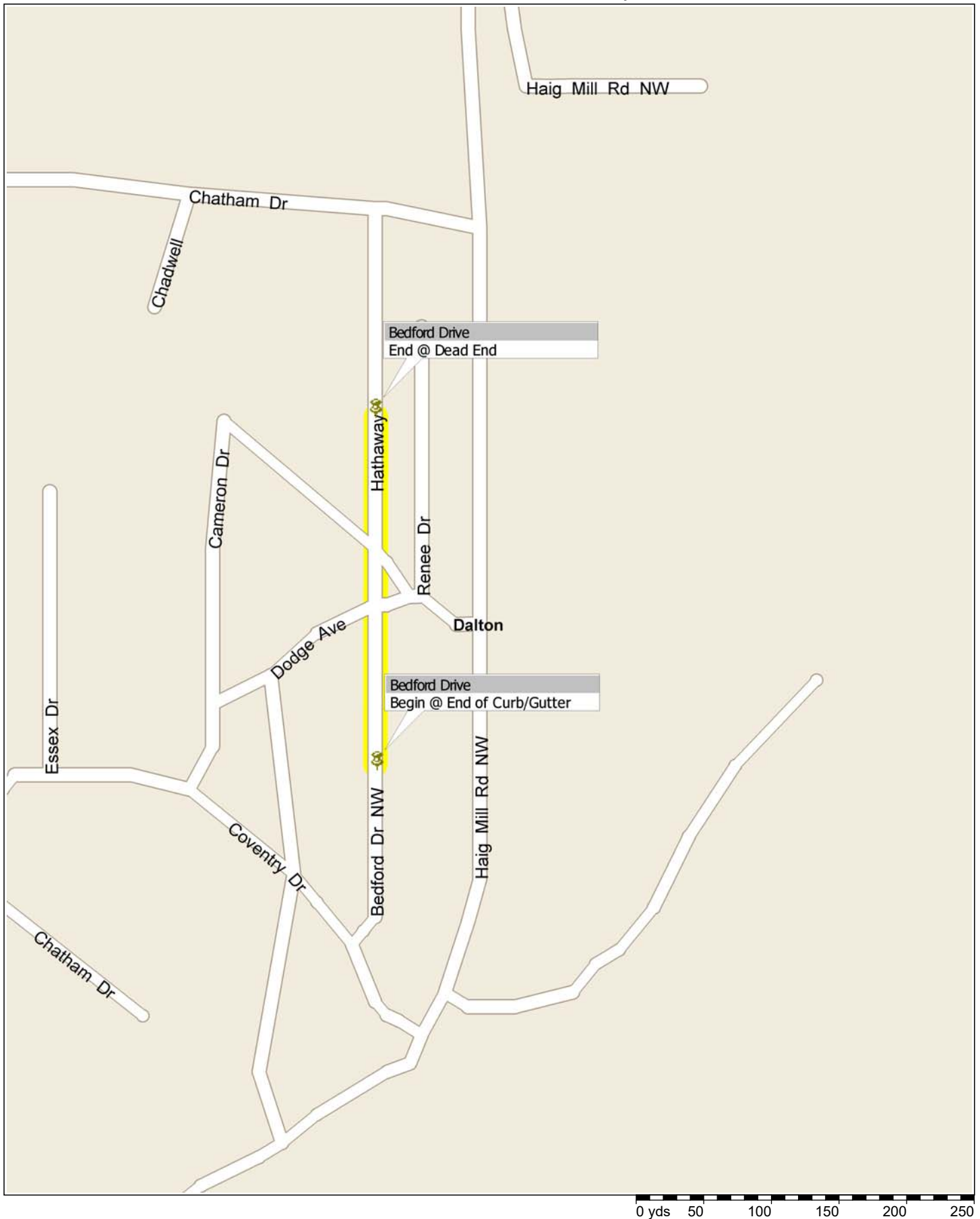
Coventry Drive- Location Map



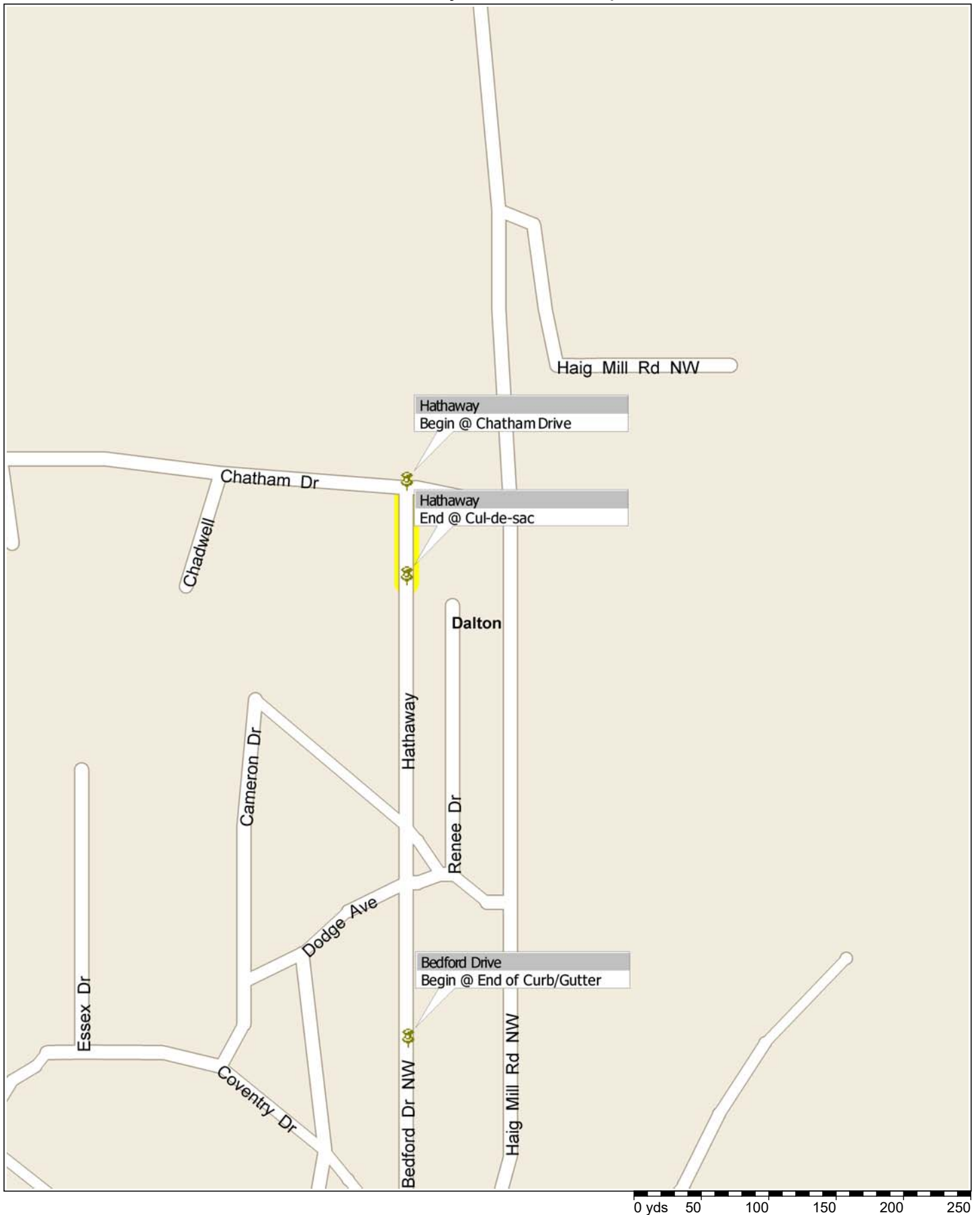
Bedford Drive- Location Map



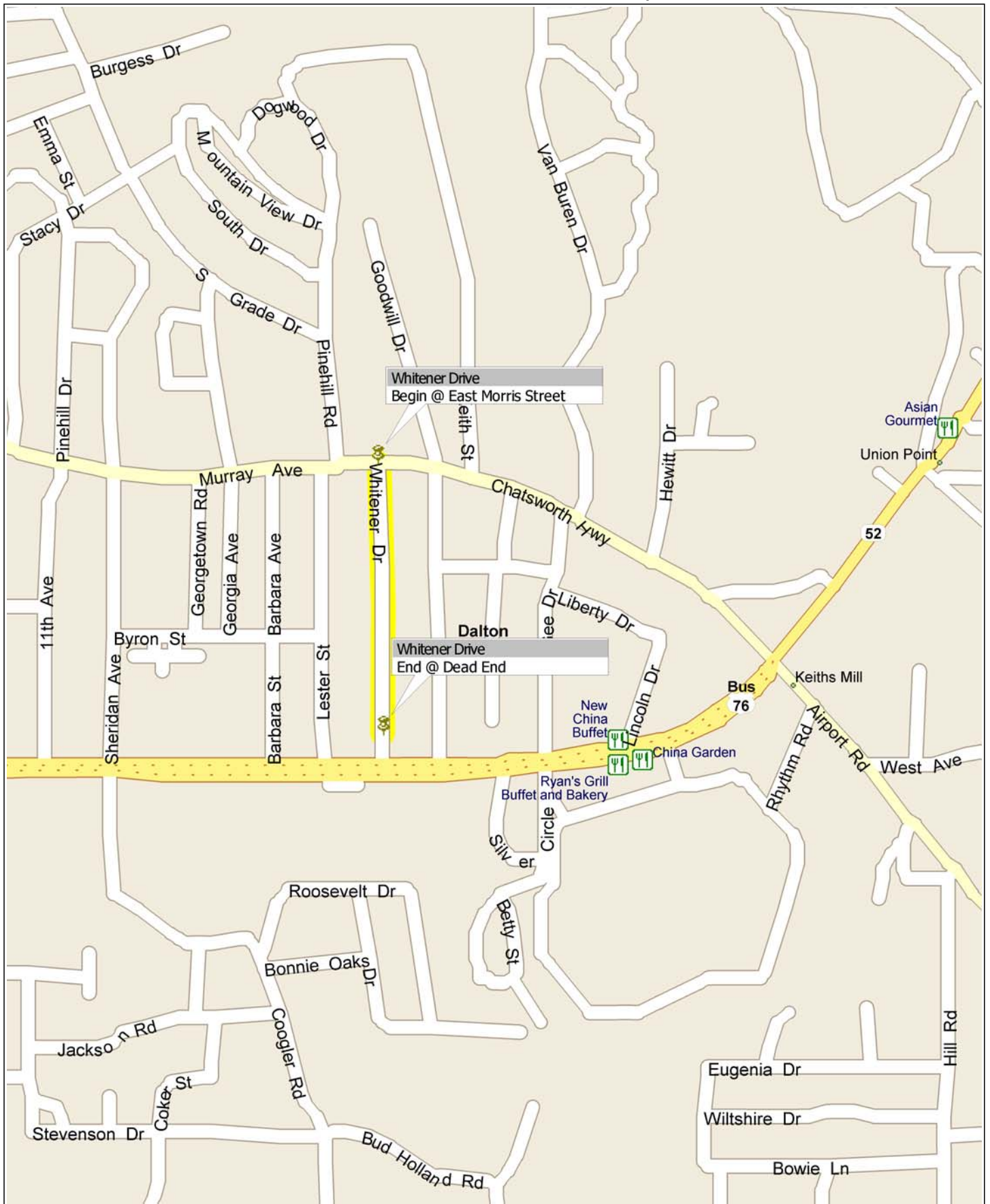
Bedford Drive- Location Map



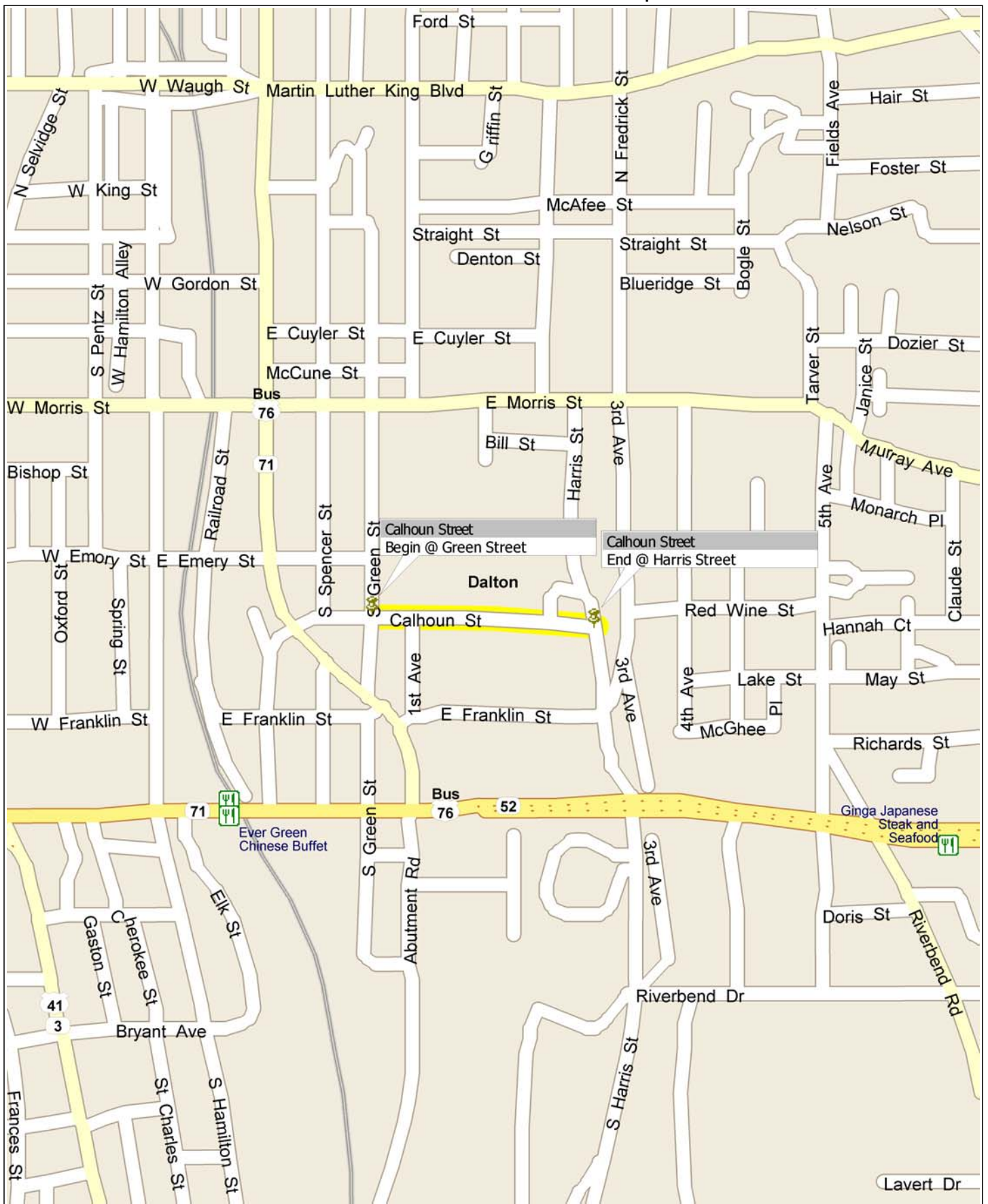
Hathaway- Location Map



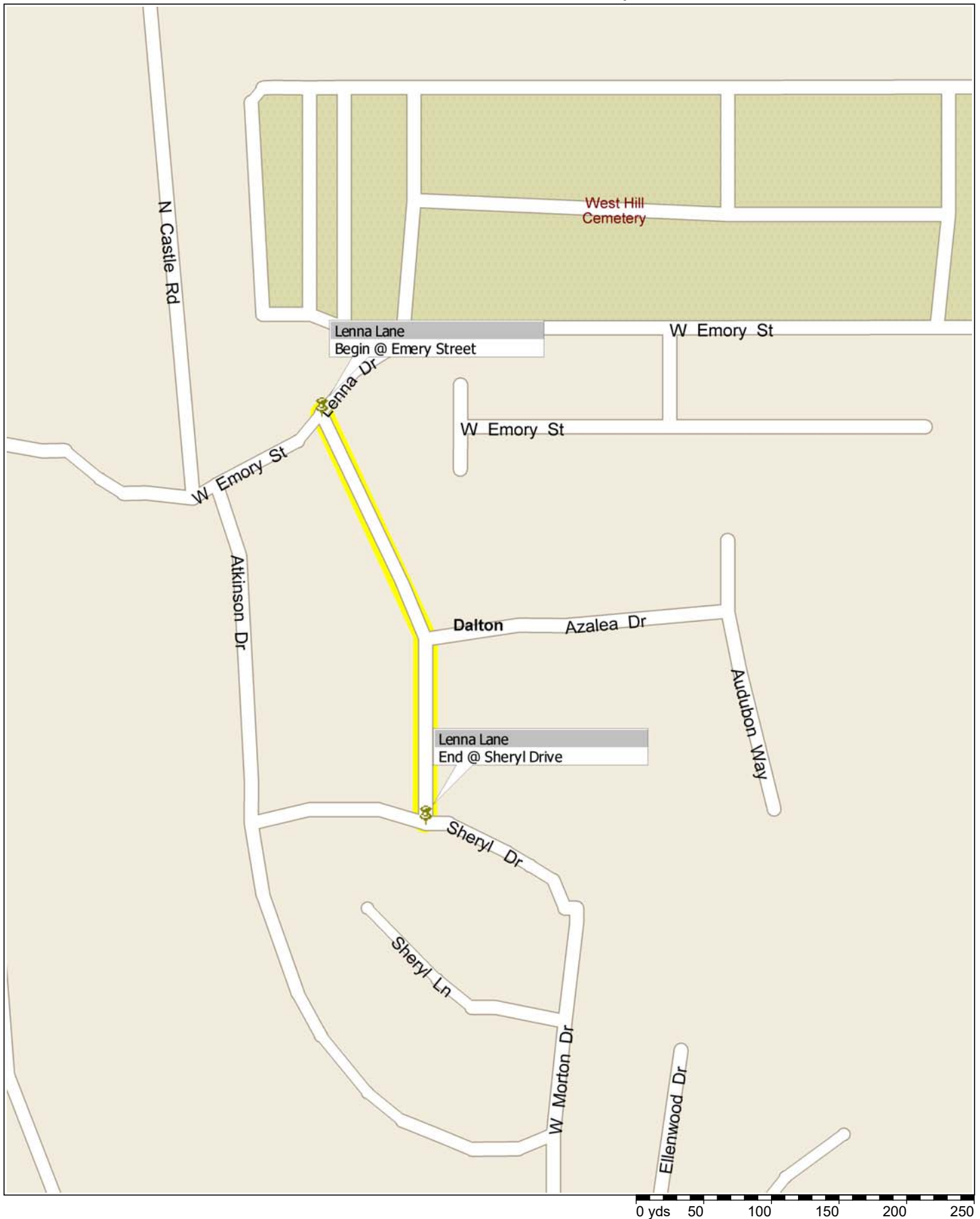
Whitener Drive- Location Map



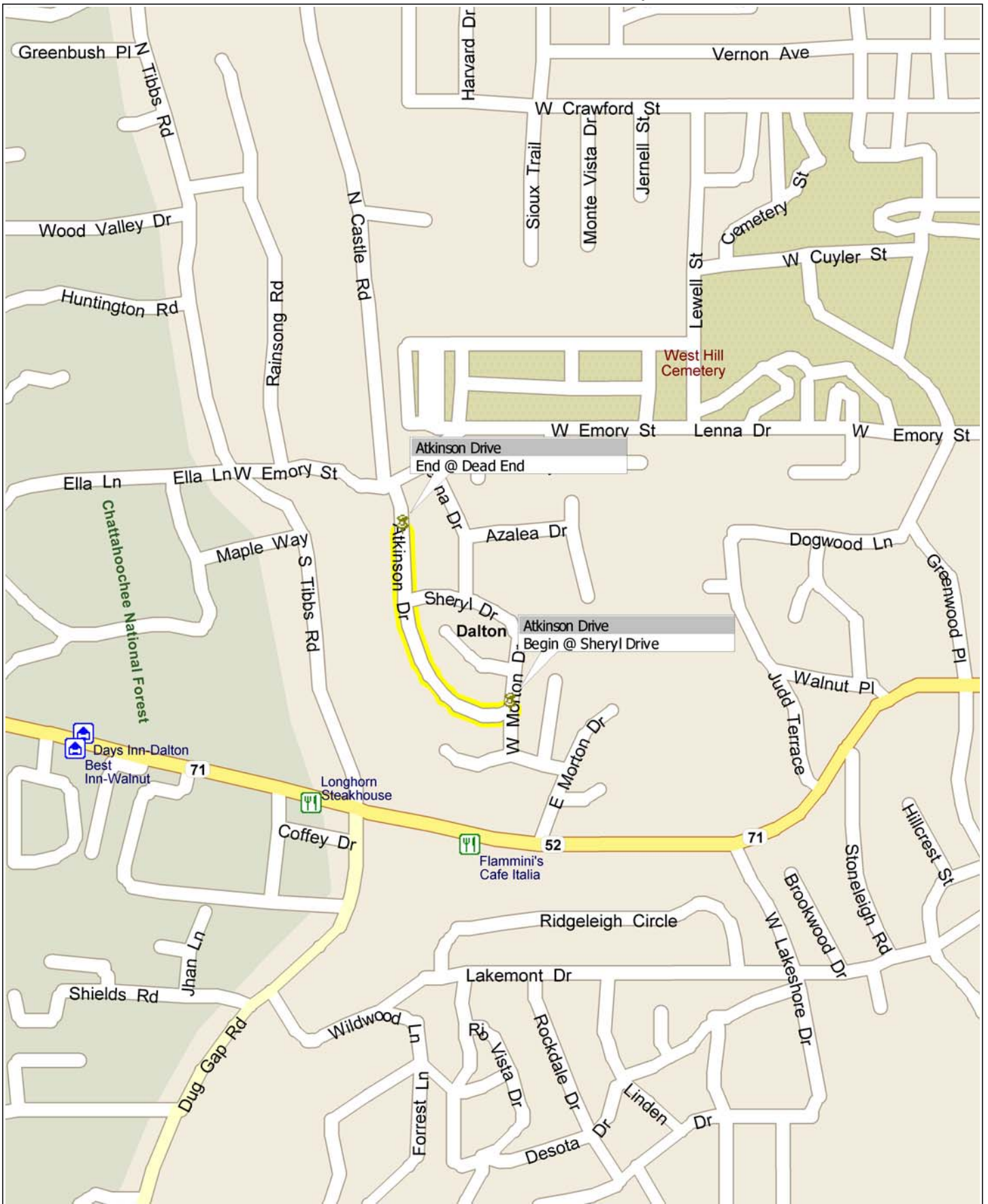
Calhoun Street- Location Map



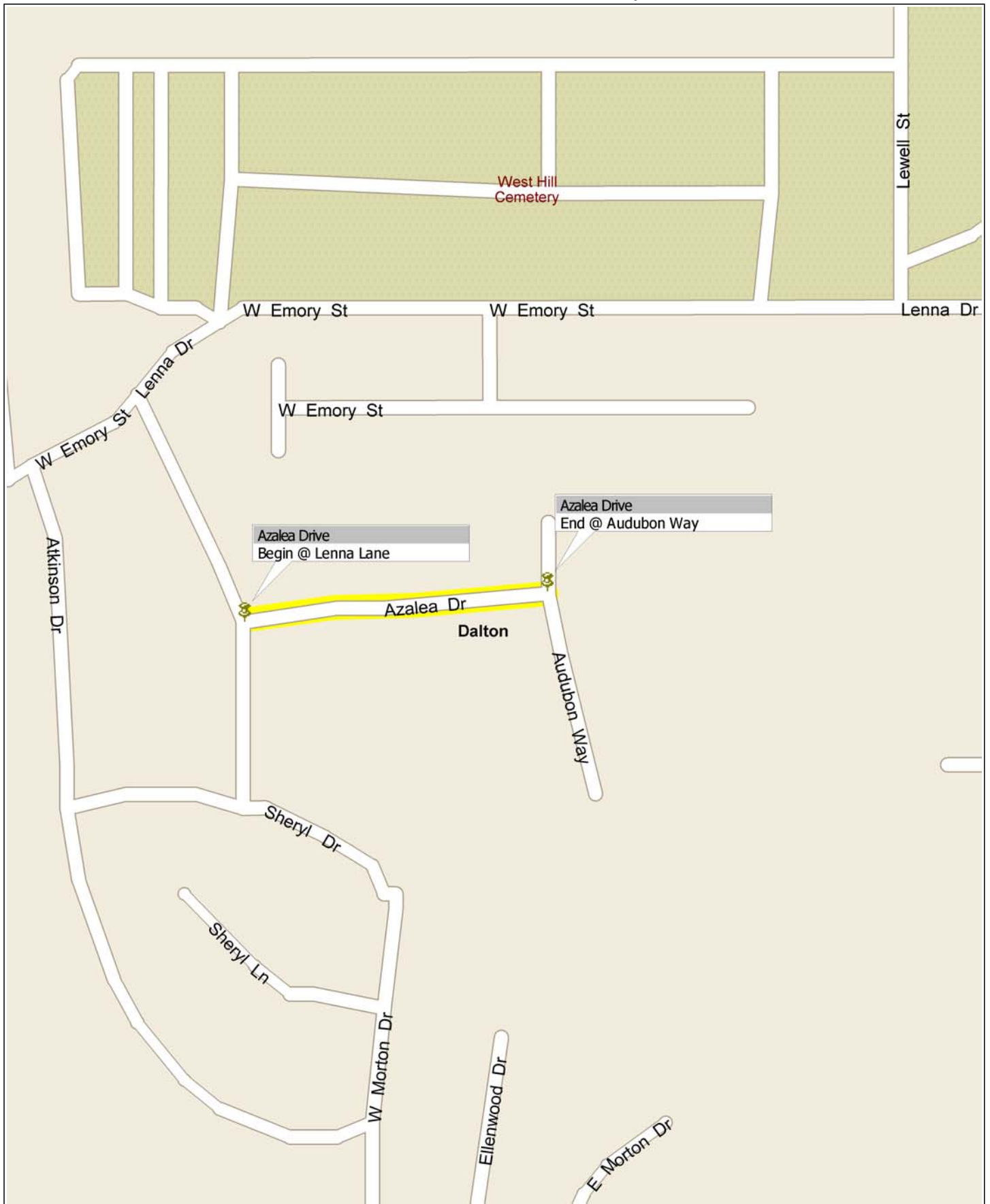
Lenna Lane- Location Map



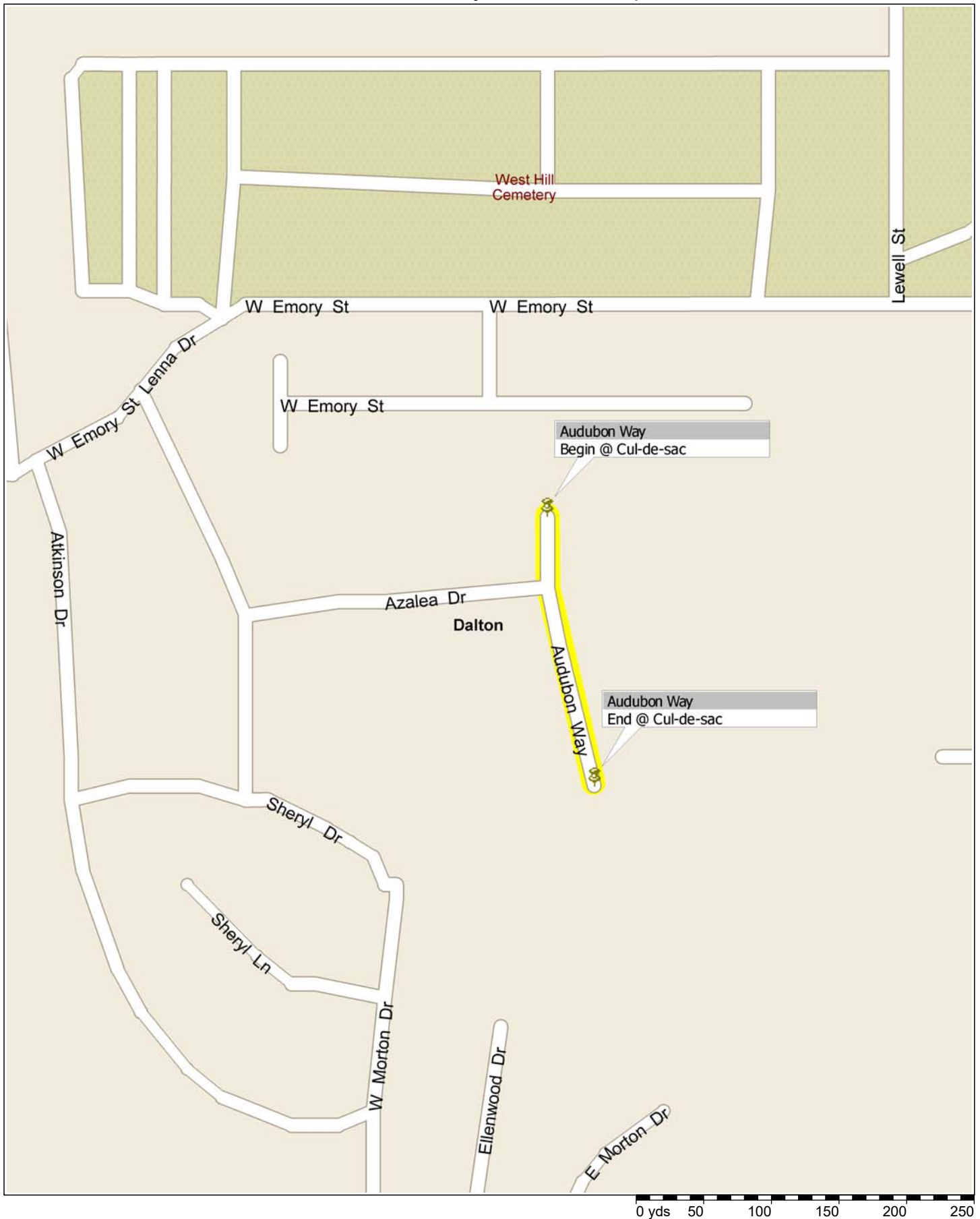
Atkinson Drive- Location Map



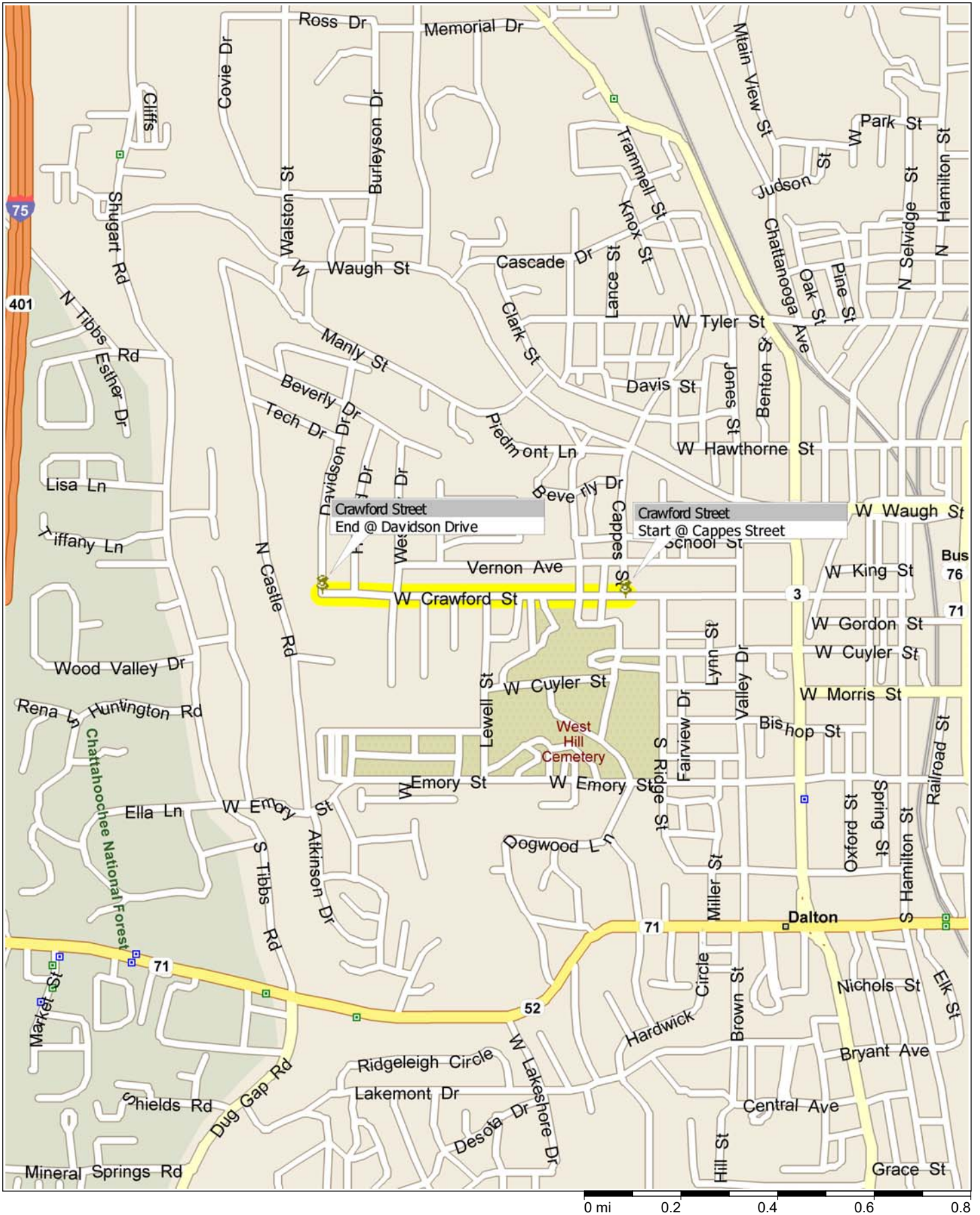
Azalea Drive- Location Map



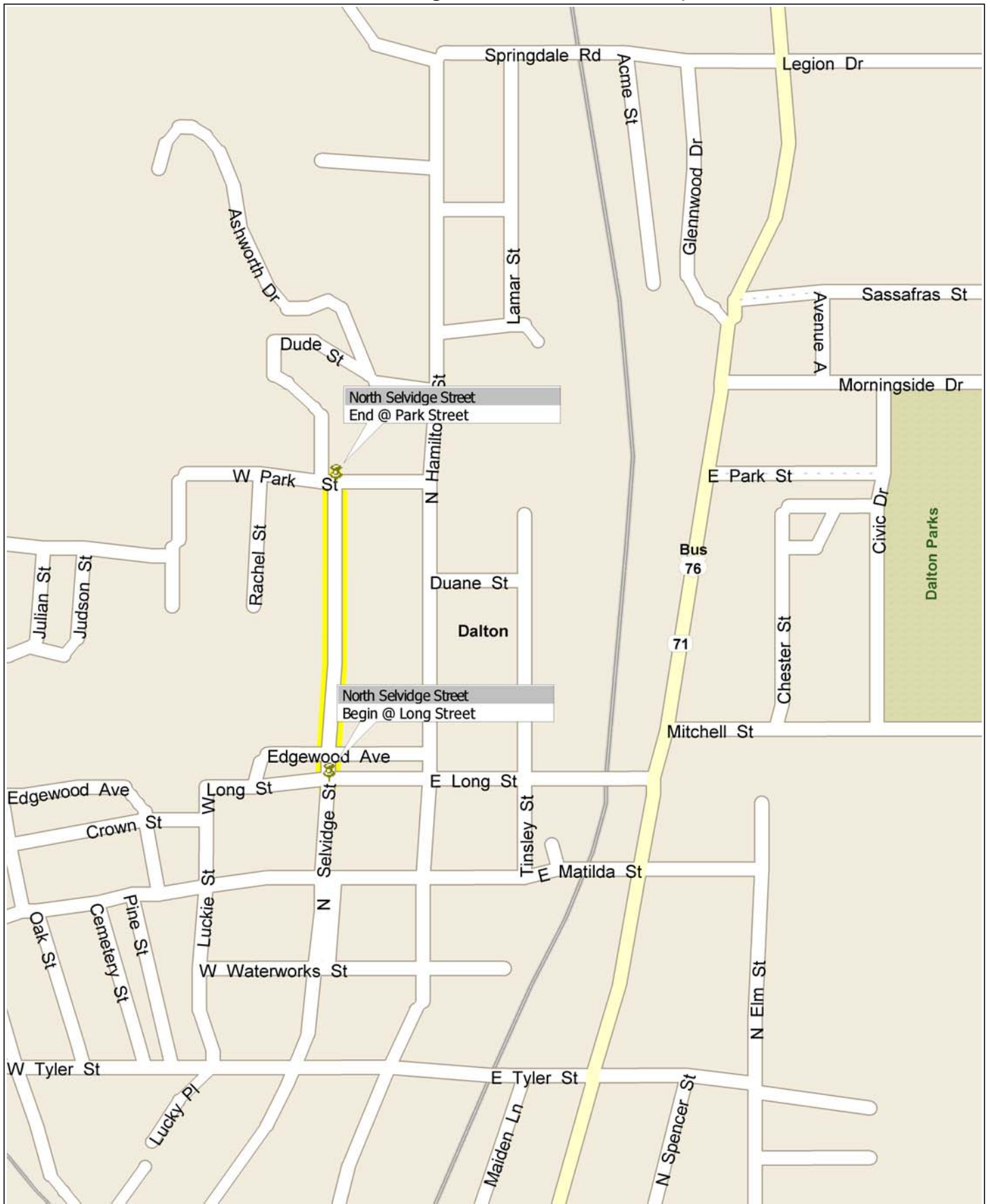
Audubon Way- Location Map



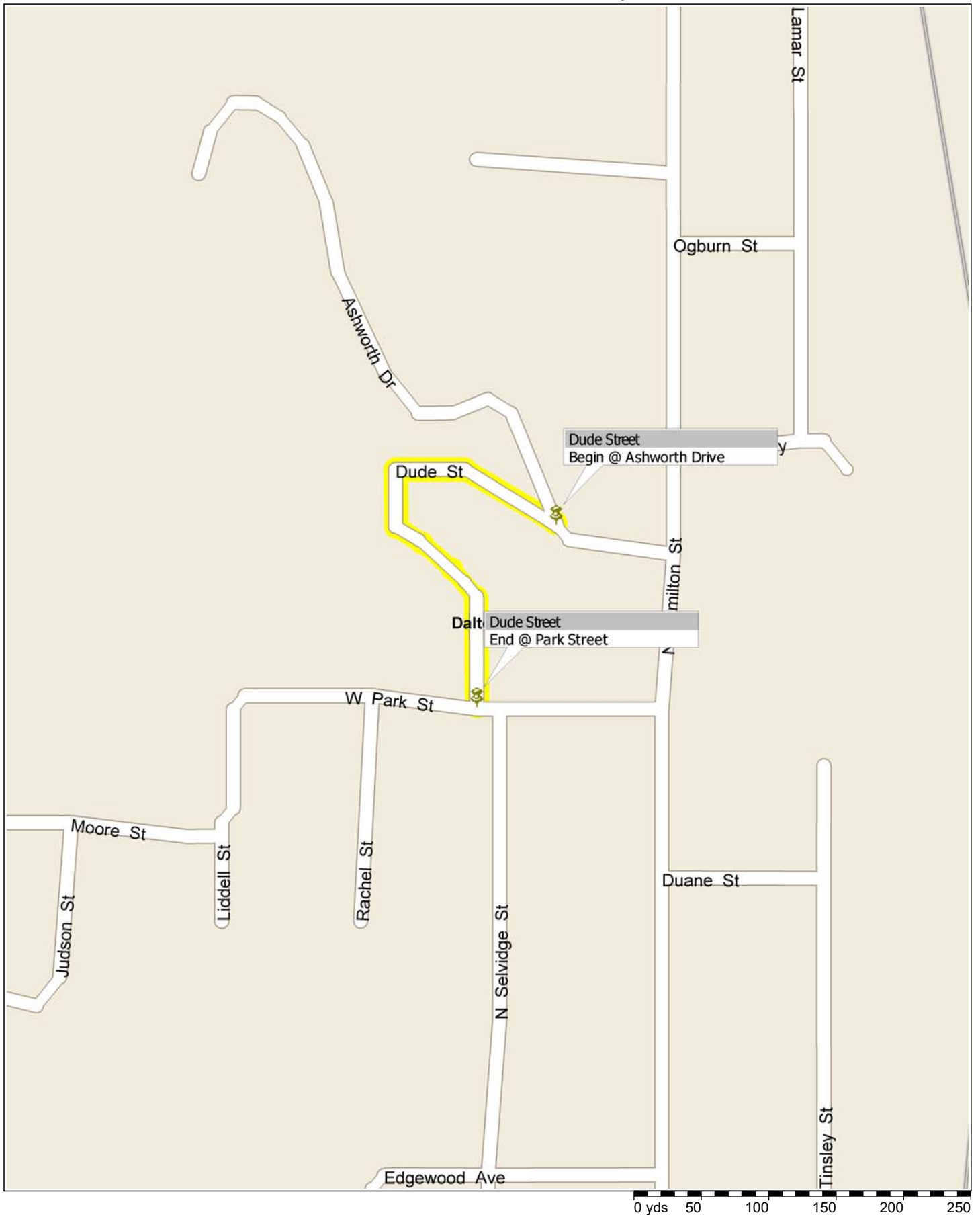
Crawford Street- Location Map



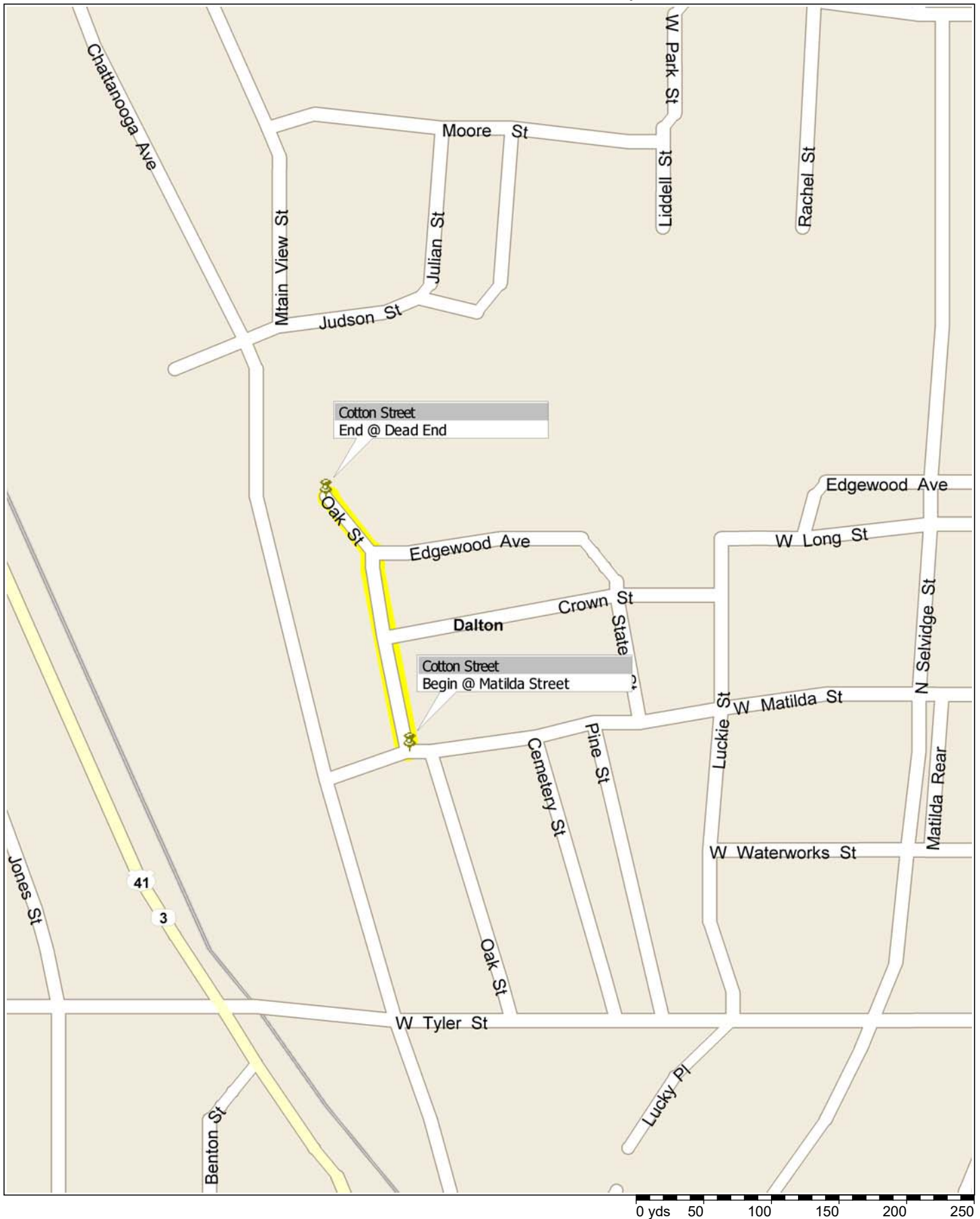
North Selvidge Street- Location Map



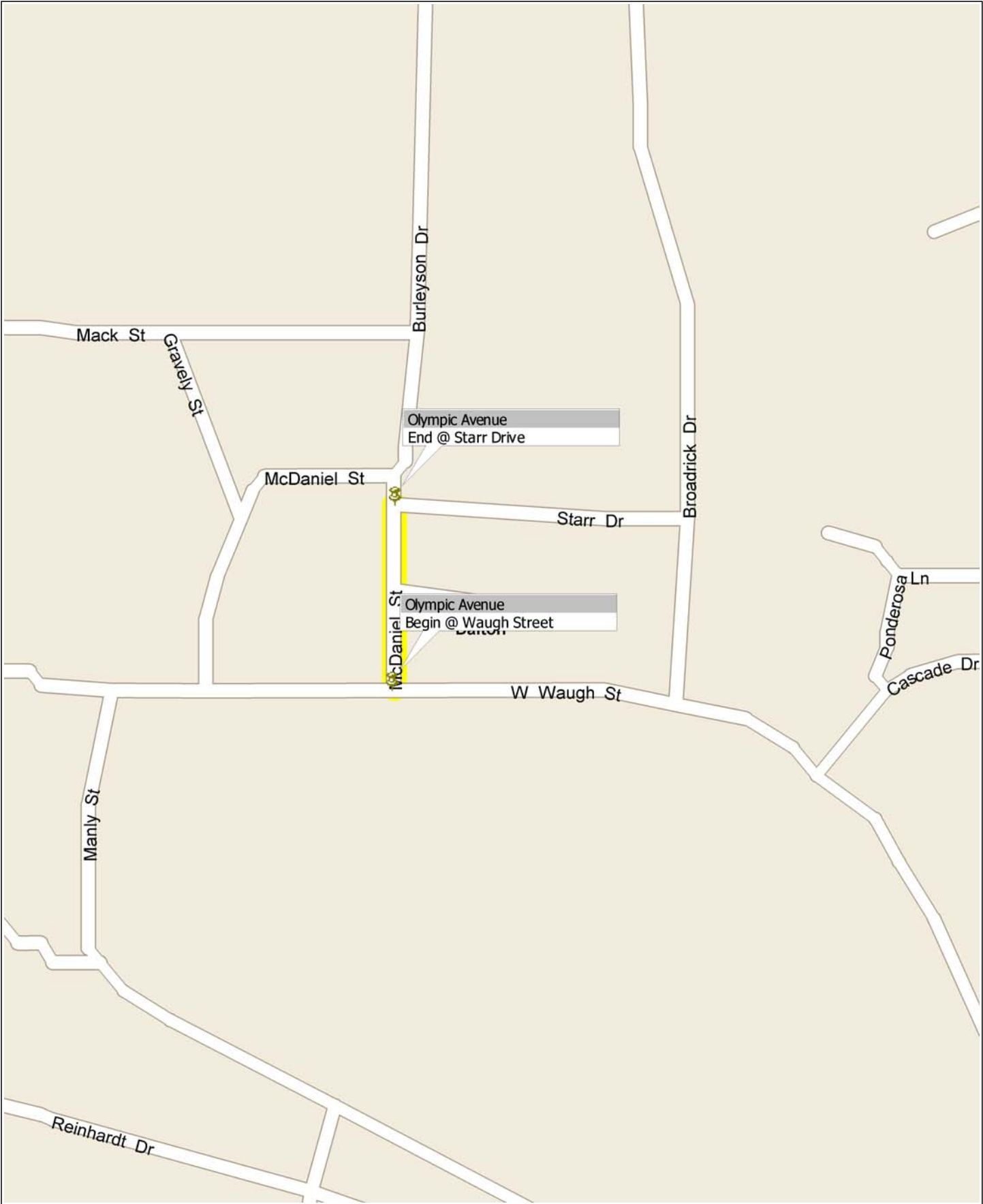
Dude Street- Location Map



Cotton Street- Location Map



Olympic Avenue- Location Map



0 yds 50 100 150 200 250

**C. W. MATTHEWS CONTRACTING CO., INC.
INDIVIDUALS AUTHORIZED TO SUBMIT BIDS**

<u>NAME</u>	<u>TITLE</u>
Daniel P. Garcia	President
Charles E. Matthews	Executive Vice President
Michael D. Bell	Executive Vice President, Secretary & Treasurer
Jeff Shropshire	Senior Vice President - Major Projects & Structures
Mike Kleuckling	Vice President - Estimating
Bob Thompson	Division Vice President - Estimating
Benny M. Brown	Division Vice President - Accounting & Asst. Secretary

**C. W. Matthews Contracting Co., Inc.
Corporate Officers
2019**

C. W. Matthews Contracting Co., Inc.
P. O. Drawer 970
Marietta, GA 30061

Telephone: 770-422-7520
Fax: 770-422-1068

Robert E. Matthews, Chairman of the Board

Dan Garcia, President

Charles E. Matthews, Executive Vice President

Michael Bell, Executive Vice President & CFO

Jeff Shropshire, Senior Vice President – Major Projects Division

Bill White, Senior Vice President – Asphalt Construction Division

Frank Crumbley, Senior Vice President – Roadway Division

Brian Lawrence, Senior Vice President – Quality Control, Environmental & Terminal Operations

Roy H. Jump, Jr., Vice President – Major Projects Division

Mike Kleuckling, Vice President – Estimating

Lee Smith, Vice President – Asphalt Plants Division

Adam Grist, Vice President – Structures Division

John Faress, Vice President – Equipment Division

Benny Brown, Vice President – Accounting & Admin

Bob Thompson, Division Vice President – Estimating & Design/Build

Jeff Roginsky, Division Vice President – Information Technology

Ray Rodriguez, Division Vice President – Risk Management & Human Resources

Sheldon Fram, Division Vice President – Corporate Counsel





Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at www.sos.ga.gov/plb/contractors/.

You may contact the Board at:
GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS
237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858
478-207-2440 (phone) website: www.sos.ga.gov/plb/contractors/




	STATE OF GEORGIA Brian P. Kemp, Secretary of State Board for Residential and General Contractors General Contractor Qualifying Agent	
	License No. GCQA002203	Status: Active
William Harrison Stone PO Drawer 970 Marietta GA 30061		
Issued: 2/16/2009 Expires: 6/30/2020 	Company Name: C W Matthews Contracting Co Inc Company License: GCCO002189	
Real-time license verification is available at sos.georgia.gov/PLB		

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Real-time license verification is available at sos.georgia.gov/PLB		



STATE OF GEORGIA
Office of the Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. UC300337
C. W. Matthews Contracting Co., Inc.
1600 Kenview Dr.
Marietta GA 30060

Utility Contractor

EXP DATE - 04/30/2021 Status: Active
Issue Date: 06/21/1994

Above is your wall certificate license. A pocket-sized license card is below.

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

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

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

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (478) 207-2440
Toll Free: (844) 753-7825
www.sos.state.ga.us/plb

C. W. Matthews Contracting Co., Inc.
1600 Kenview Dr.
Marietta GA 30060



STATE OF GEORGIA
Office of the Secretary of State
Georgia Construction Industry Licensing Board
License No. UC300337
C. W. Matthews Contracting Co., Inc.
1600 Kenview Dr.
Marietta GA 30060

Utility Contractor

EXP DATE - 04/30/2021 Status: Active
Issue Date: 06/21/1994



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

August 30, 2018

CERTIFICATE OF QUALIFICATION
Vendor ID: 2MA850

C.W. Matthews Contracting Company, Inc.
P. O. Drawer 970
Marietta, GA 30061

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING	\$2,346,800,000
CERTIFICATE EXPIRES	July 31, 2020

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

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marc Mastronardi", is written over a light blue horizontal line.

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:ASB



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 08/05/19

Agenda Item: Contract for Services with Massana Construction for the Chattanooga Avenue Bridge Repair Project Over Mill Creek

Department: Public Works

Requested By: Megan Elliott

Reviewed/Approved by City Attorney? Yes- Template Previously Approved

Cost: \$586,535.00 (unit pricing)

Funding Source if Not in Budget 2015 SPLOST – Bridge Maintenance

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

This contract for services with Massana Construction is to perform the Chattanooga Avenue Bridge Repair Project Over Mill Creek as per Pont Engineering's plan set dated 06/03/2019.

Five (5) bids were received for completion of this work, and Massana Construction was the low bidder at \$586,535.00.


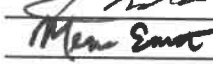
The Finance Department will create a charge account to fund this project upon approval.

CITY OF DALTON
COMPETITIVE SEALED BID
(Goods or Services with Aggregate Cost of \$20,000 and Above)

Department: PUBLIC WORKS DEPARTMENT
Date of Bid Opening : 07.16.19
Place of Bid Opening: FINANCE DEPT.
Time of Bid Opening: 2PM
Dates Advertised:

Description of item bid: CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT
OVER MILL CREEK

Vendor	Bid Amount	Bid Bond Included	E-Verify Affidavit	Comments
MASSANA	\$586,535.00			
E & D COATINGS INC.	\$743,646.10			
GEORGIA BRIDGE & CONCRETE LLC	\$677,791.00			
THE L.C. WHITFORD CO. INC.	\$658,887.00			
COMANCHE CONSTRUCTION OF GA	\$590,937.29			

Witnessed By: 
Finance Department: 
Department:
Date: 7.16.19
Comments:

Awarded To:
In The Amount Of:
Date:



CITY OF DALTON, GEORGIA



CONTRACT DOCUMENTS

**For
PROJECT:**

**CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT
OVER MILL CREEK
CITY OF DALTON PROJECT NO. PW-CAB-REPAIR-2019**

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

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EXHIBIT B – SPECIAL PROVISIONS 150, 519, 521 AND 528

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 JULY 16, 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:

CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT
OVER MILL CREEK
CITY OF DALTON PROJECT NO. PW-CAB-REPAIR-2019

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

0102 PREPARATION OF BID

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

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. **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 within 90 consecutive calendar days thereafter. Completion date is estimated to be October 25, 2019. 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 Massana
Construction, Inc.

of the City of Tyrone State of GA and County of Fayette
as Principal and Travelers Casualty and Surety Company of America

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as
Owner in the penal sum of Five Percent of Amount Bid (5%)

Dollars (\$ 29,326⁷⁵) 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 11th day of July, 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:

CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT
OVER MILL CREEK
CITY OF DALTON PROJECT NO. PW-CAB-REPAIR-2019

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
Karen Frances
By




Witness As To Surety
Neal Creech

By

Massana Construction, Inc.

Principal



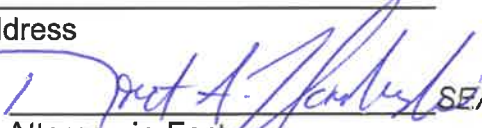


Travelers Casualty and Surety Company of America

Surety

One Tower Square, Hartford, CT 06183

Address



Attorney-in-Fact
Robert A. Varbrough



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robert A. Yarbrough** of **ATLANTA Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:

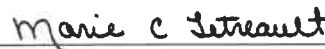

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of July, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

BID PROPOSAL

Place Tyrone, GA
Date July 16, 2019

Proposal of Massana Construction, Inc. (hereinafter called
"Bidder") a contractor organized and existing under the laws of the City of Tyrone
State of Georgia and County of Fayette, * ~~an individual~~, a
corporation, or ~~a partnership~~ doing business as Massana Construction, Inc.

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of Chattanooga Avenue Bridge Repair Project Over Mill Creek having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by October 25, 2019 as stipulated in the specifications. 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:

Addenda #01, dated 07-11-2019

*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 11th of July
in the amount of \$29,326¹³ 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:

Jarod R. Cheney, 214 Hurt St., Atlanta GA 30307

BID PROPOSAL
(Continued)

Dated at:

Sydney, GA
The 16th day of July, 2019

James R. Cheney
Principal

By Jarod R. Cheney
President



CONSTRUCTION PAYMENT BOND

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

CONTRACTOR *(Name and Address):*

Massana Construction, Inc.

115 Howell Road

Tyrone, Ga 30290

OWNER *(Name and Address):*

CITY OF DALTON

P.O. BOX 1205

DALTON, GEORGIA 30722

CONSTRUCTION CONTRACT:

Date: 08/05/2019

Amount: \$586,535.00

Description *(Name and location):*

CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT

OVER MILL CREEK

CITY OF DALTON PROJECT NO. PW-CAB-REPAIR-2019

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: Massana Construction, Inc.

_____ (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):*

Massana Construction, Inc.

115 Howell Road

Tyrone, Ga 30290

OWNER *(Name and Address):*

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

CONSTRUCTION CONTRACT:

Date: 08/05/2019

Amount: \$586,535.00

Description *(Name and location):*

CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT
OVER MILL CREEK
CITY OF DALTON PROJECT NO. PW-CAB-REPAIR-2019

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

BOND:

Date: _____

Amount: _____

Bond number: _____

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

CONSTRUCTION PERFORMANCE BOND
(Continued)

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

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

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

12. Definitions.

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

CONTRACTOR AS PRINCIPAL

Company: Massana Construction, Inc.

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____

_____ (Corp. Seal)

Signature: _____

Name and Title: _____

CONTRACT

THIS AGREEMENT made this the 5th day of August, 2019, by
and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner",
and Massana Construction, Inc.

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

CHATTANOOGA AVENUE BRIDGE REPAIR PROJECT
OVER MILL CREEK
CITY OF DALTON PROJECT NO. PW-CAB-REPAIR-2019

hereinafter called the "Project", for the sum of \$586,535.00
Dollars (Five hundred eighty six thousand five hundred thirty five dollars and no cents)
and all extra work in connection therewith, under the terms as stated in the Contract
Documents, and at his (*its or their*) own proper cost and expense to furnish all
materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and
other accessories and services necessary to complete the said project in accordance
with the conditions and prices stated in the proposal, the General Conditions of the
Contract, the specifications and contract documents therefore as prepared by the
Owner and as enumerated in Paragraph 2 of the General Conditions, all of which are
made a part hereof and collectively constitute the Contract.

The Contractor hereby agrees to commence work under this contract on or before a
date to be specified in a written "Notice to Proceed" of the Owner and to fully
complete the project by October 25, 2019 as stipulated in the specifications. 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:

Massana Construction, Inc.

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.

139279

EEV/Basic Pilot Program* User Identification Number

Christell K. Bakken
BY: Authorized Officer or Agent
(Contractor Name) Massana Construction

7.12.19

Date

Secretary
Title of Authorized Officer or Agent of Contractor

Christell K. Bakken
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

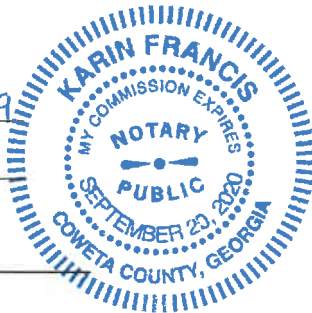
12th DAY OF July, 2019

Karin Francis

Notary Public

My Commission Expires:

9.20.2020



* 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).

CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: July 11, 2019

BID DATE: Tuesday, July 16, 2019

BID TIME: 2 PM ET

BID LOCATION: Dalton City Hall Finance Department

CONTRACTOR ACTION:

1. Acknowledge receipt of this addendum by writing in "Addendum No. 1" on page 0200-3 of bid proposal.
2. Please remove and discard the original bid form from the bid proposal. Each Contractor should record their bid on the revised bid form which is attached to this document.

INTERPRETATIONS:

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

1. Is the City going to cover the price for permanent striping after completion of the contract? **Thermoplastic striping has been added to the contract as a bid item. Please see the updated Bid Form.**
2. The plans call for pavement markings to be replaced after the work is completed. There are pay items for the RPM's but not for the actual striping. Will the city add pay items for the striping? **See response to Question #1.**
3. Is the quantity for Pay Item #511-3000 and Pay Item #500-1005 unit of measurement (UOM) supposed to be broken out or lump sum (LS)? **The unit of measurement is to be LS (lump sum) for both items, and quantities should show as 1. Please see updated Bid form.**
4. Drawing #19-0001 show Chenille Drive closed. Is the City going to provide Detour Signs? Is the Contractor only to place Drums, Type III Barricades and Closed Road sign? **The City will be responsible for any necessary detour signage associated with the closing of Chenille Drive. Contractor will be responsible for drums, Type III Barricades, and Road Closed signage.**

5. The staging plans show closing Chenille Drive during construction but there is no detour shown. Will the contractor be responsible for providing a detour for this road? If so, can you please provide the detour plan? **See response to Question #4.**
6. Can the Contractor use Type III Rip Rap to complete the erosion control repairs under the Bridge? **Due to potential scour concerns, the City chooses to keep the requirement for TP 1 Rip Rap.**
7. Can 24 HR Concrete mix be used for all of the concrete work? **Yes, however the contractor's proposed accelerated concrete mix design shall receive a review and approval by the City before use to ensure it matches GDOT's strength requirements in the Standard Specifications.**
8. Is the City going to complete all concrete testing and breaking of cylinders? **Yes, the City partners with Whitfield County inspectors to perform necessary concrete testing and breaking of cylinders.**
9. In section 0107 of the Proposal the time to complete the project is listed as 90 consecutive calendar days with an estimated completion date of 10/25/19. In the Bid Proposal form the completion date is specified as 10/25/19. Which of these is correct? **Total duration of contract completion time will be 90 consecutive calendar days from the issuance of Notice to Proceed. The City anticipates issuing Notice to Proceed for this project during the first week of August 2019. This would result in a completion date sometime in early November.**
 - a. If the intent is to specify a firm completion date then we must ask that this date be extended beyond 10/25/19. The proposal allows for a 60 day award duration which means we could be starting as late as the middle of September. That would not allow sufficient time to complete the work. **(See response to question #9 above)**
 - b. If the intent is to allow 90 days from NTP to complete the work then there is no issue. This would be our preference. **(see response to question #9 above)**
10. Is pay item 632-0003 Changeable Message Sign intended for the "mobile traffic control devices" listed in the plans? Or will 3 actual message boards be required in addition to the "mobile traffic control devices"? **Three (3) changeable message signs are required to alert motorists of current work conditions taking place at any given time. The mobile traffic control devices outlined in the construction staging plan shall be included in the price for "Traffic Control". Please note that contractor shall submit construction staging approach to the City of Dalton prior to starting work. Acceptance of construction staging plan is required prior to the contractor beginning work.**

11. The plans call for Temp Barrier method 2. This stipulates barrier that must be bolted through the bridge deck and is used where the vertical edge of the bridge is within 6' of the barrier centerline. At this location, the vertical edge will be more than 6' from the barrier centerline allowing the use of Temp Barrier Method 1. Please confirm that Temp Barrier Method 1 will be acceptable? **Yes, Method 1 is acceptable since bolting to the deck should not be necessary. See revised plan sheet 04-0001 which shows Method 1 instead of Method 2.**
12. Is the City open to using high early strength concrete on the end wall and wing wall reconstruction to allow for backfilling to begin quicker? **See response to Question #7.**
13. Is the contractor required to re-grade the shoulders to meet current guardrail requirements or can the guardrail be installed on the existing shoulders? **The Contractor is expected to ensure grading at the posts meets the specification developed by the guardrail manufacturer. The Contractor is responsible for determining if re-grade of the shoulders is required to meet that specification and including it in their bid.**
14. Does the city know if there is an existing concrete approach slab at this bridge? If there is, please add a removal and replacement item for the concrete approach slab as portions of it will have to be removed and replaced to complete the end wall reconstruction. **The City has confirmed through coring that there are no approach slabs on this bridge.**
- a. If the city is unsure as to whether approach slabs are present or not, would this work be considered incidental or would it be eligible for a change order? **(see response above)**
15. Will the city please add pay items for the erosion control devices and grassing shown in the plans? **Yes, pay items for erosion control devices and grassing have been added. Please see the updated Bid Form.**
16. By replacing the existing asphalt overlay with a polymer overlay we will be creating a situation where water will "pond" at the bridge. The polymer overlay is not as thick as the asphalt overlay which will create a new low point in the road. Is this acceptable to the city as a final condition? **This bridge is in a flat section of tangent roadway that has normal crown. The Contract calls for installation of deck drain pipes to accommodate drainage on the bridge. Additionally, the contract calls for milling so that the asphalt elevation can be transitioned down gradually to the polymer overlay elevation.**

BY:
Megan Elliott
Project Engineer

###

Bid Proposal Form - Dalton Project No. PW-CAB-REPAIR-2019
Chattanooga Avenue Bridge Repair Project Over Mill Creek

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS					
150-1000	TRAFFIC CONTROL -	LS	1	25,257 ⁰⁰	25,257 ⁰⁰
163-0232	TEMPORARY GRASSING	AC	0.1	2500 ⁰⁰	250 ⁰⁰
163-0240	MULCH	TN	2	400 ⁰⁰	800 ⁰⁰
163-0300	CONSTRUCTION EXIT	EA	1	1500 ⁰⁰	1500 ⁰⁰
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE C	LF	200	0 ⁰⁰	20 ⁰⁰
165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	1	1 ⁰⁰	1 ⁰⁰
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	400	4 ⁰⁰	1600 ⁰⁰
210-0100	GRADING COMPLETE -	LS	1	40,000 ⁰⁰	40,000 ⁰⁰
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	100	90 ⁰⁰	9,000 ⁰⁰
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	100	250 ⁰⁰	25,000 ⁰⁰
413-1000	BITUM TACK COAT	GL	160	3 ⁵⁰	560 ⁰⁰
432-5010	MILL ASPH CONC PVM, VARIABLE DEPTH	SY	2360	6 ⁰⁰	14,160 ⁰⁰
620-0100	TEMPORARY BARRIER, METHOD NO. 1	LF	370	30 ⁰⁰	11,100 ⁰⁰
632-0003	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	EA	3	10,000 ⁰⁰	30,000 ⁰⁰
641-1100	GUARDRAIL, TP T	LF	84	95 ⁰⁰	7,980 ⁰⁰
641-1200	GUARDRAIL, TP W	LF	195	40 ⁰⁰	7,800 ⁰⁰
641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	2	1500 ⁰⁰	3,000 ⁰⁰
641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	1	3800 ⁰⁰	3,800 ⁰⁰
653-0220	THERMOPLASTIC PVM. MARKING, WORD, TYPE 2	EA	2	100 ⁰⁰	200 ⁰⁰
653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN., WHITE	LF	36	7 ⁰⁰	252 ⁰⁰
653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN., WHITE	LF	866	1 ⁰⁰	866 ⁰⁰
653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN., YELLOW	LF	766	1 ⁰⁰	766 ⁰⁰
654-1001	RAISED PVM MARKERS TP 1	EA	14	5 ⁰⁰	70 ⁰⁰
654-1003	RAISED PVM MARKERS TP 3	EA	5	5 ⁰⁰	25 ⁰⁰
700-6910	PERMANENT GRASSING	AC	0.1	3000 ⁰⁰	300 ⁰⁰
				SUB TOTAL	184,307⁰⁰

**Bid Proposal Form - Dalton Project No. PW-CAB-REPAIR-2019
Chattanooga Avenue Bridge Repair Project Over Mill Creek**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS					
432-0350	MICRO-MILL ASPHALTIC CONCRETE PAVEMENT, VARIABLE DEPTH	SY	233	25 ⁰⁰	5,825 ⁰⁰
449-1350	PREFORMED SILICONE JOINT SEAL, BR. NO. -1, BENT NO - 1	LF	31	75 ⁰⁰	2,325 ⁰⁰
449-1350	PREFORMED SILICONE JOINT SEAL, BR. NO. -1, BENT NO - 2	LF	31	75 ⁰⁰	2,325 ⁰⁰
500-1005	SUPERSTR CONCRETE, CL A, BR NO - 1	LS	1	65,000 ⁰⁰	65,000 ⁰⁰
500-3101	CLASS A CONCRETE	CY	17	1700 ⁰⁰	28,900 ⁰⁰
511-1000	BAR REINF STEEL	LB	2290	1 ⁰⁰	2,290 ⁰⁰
511-3000	SUPERSTR REINF STEEL, BR NO -	LS	1	3000 ⁰⁰	3,000 ⁰⁰
519-0515	SURFACE PREPARATION	SY	233	40 ⁰⁰	9,320 ⁰⁰
519-0225	POLYMER OVERLAY	SY	233	80 ⁰⁰	18,640 ⁰⁰
521-1000	PATCHING CONCRETE BRIDGE DECK	SF	30	105 ⁰⁰	3,150 ⁰⁰
521-3000	PATCHING CONCRETE BRIDGE	SF	105	250 ⁰⁰	26,250 ⁰⁰
528-0501	EPOXY PRESSURE INJECTION OF CONCRETE CRACKS	LF	18	100 ⁰⁰	1,800 ⁰⁰
535-1105	PAINT EXISTING STEEL STRUCTURE, BR ID -	LS	1	150,000 ⁰⁰	150,000 ⁰⁰
540-1202	REMOVAL OF PARTS OF EXISTING BR, BR NO - 1	LS	1	20,203 ⁰⁰	20,203 ⁰⁰
603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	400	155 ⁰⁰	62,000 ⁰⁰
603-7000	PLASTIC FILTER FABRIC	SY	400	3 ⁰⁰	1,200 ⁰⁰
				SUB TOTAL	402,228⁰⁰

Company Name: Martana Construction, Inc.

TOTAL \$586,535⁰⁰

Authorized Bid Rep. Signature: Paul R. Cheng

Authorized Bid Rep. Title: President

SECTION 0300 - GENERAL CONDITIONS

0301 CONTRACT AND CONTRACT DOCUMENTS

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

0302 DEFINITIONS

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

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

0303 CORRELATION AND INTENT OF DOCUMENTS

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

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

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

0304 MATERIALS, SERVICES AND FACILITIES

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

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

0305 CONTRACTOR'S TITLE TO MATERIALS

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

0306 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work including equipment shall be new and unused materials of a reputable U.S. Manufacturer conforming to the applicable requirements of the Specifications, and no materials shall be used in the work until

they have been approved by the Owner. The Contractor shall furnish all materials necessary except as otherwise specifically noted or specified.

0307 INSPECTION AND TESTING OF MATERIALS

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

0308 PATENTS

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

0309 SURVEYS, PERMITS AND REGULATIONS

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

0310 CONTRACTOR'S OBLIGATIONS

- 0310.01 The Contractor shall and will, in good workmanlike manner do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the plans and drawings covered by this contract, any and all supplemental plans and drawings and in accordance with the directions of the Owner as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure of their improper construction, maintenance or operation.
- 0310.02 The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

0311 CONTRACTOR'S RESPONSIBILITY

The Contractor shall be responsible for all material and work until they are finally accepted by the Owner and shall repair at his own expense any damage that they sustain before their final acceptance. The Contractor shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the Owner; he shall act as defendant in, and bear the expense of each and every suit of any and every nature which may be brought against him or the Owner, by reason of, or connected with the work under the Contract. Should any claim arise, the Owner may hold back sufficient money to meet said claims or until the Contractor has satisfied the Owner that all claims

against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of his contract before final payment is made.

0312 WEATHER CONDITIONS

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

0313 SAFETY PROVISIONS

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

0314 SANITARY PROVISIONS

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

0315 PUBLIC CONVENIENCE AND SAFETY

Materials stored at the site of the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction to traffic than is considered permissible by the Owner. No roadway shall be closed or opened except by express permission of the Owner and the Contractor's proper notification of local fire and police departments. Precaution shall be exercised at all times for

the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and other hazards shall be guarded in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America to extent that such provisions are not in contravention of applicable laws.

0316 PROTECTION OF WORK AND PROPERTY - EMERGENCY

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

- 0316.01 In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
- 0316.02 Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Owner.
- 0316.03 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 0323 of the General Conditions.

0317 INSPECTION

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

0318 REPORTS, RECORDS AND DATA

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

0319 SUPERINTENDENCE BY CONTRACTOR

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

0320 COMPETENT LABOR

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

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

0321 CONSTRUCTION EQUIPMENT

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

0322 CHANGES IN THE WORK

0322.01 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Paragraph 0328. A Change Order signed by the Contractor indicates his agreement therewith.

0322.02 The Owner may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any Field Order authorized by the Owner entitles him to an increase in the Contract Price or extension of Contract Time, he shall inform the Owner in writing of the amount of increased price or time associated with the Field Order, and he shall include reference to appropriate contract documents supporting the basis for the claim, and he

shall not proceed with the work in question until a written decision has been rendered by the Owner.

0322.03 Any changes or additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

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

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

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

0323 CHANGE IN CONTRACT PRICE

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

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

0323.01.2 By mutual acceptance of a lump sum (*which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 0323.04.2.1*).

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

0323.02 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall

include only the following items and shall not include any of the costs itemized in Paragraph 0323.03.

- 0323.02.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner.
- 0323.02.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith.
- 0323.02.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine which Bids will be accepted.
- 0323.02.4 Costs of special consultants (*including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants*) employed for services specifically related to the Work.
- 0323.02.5 Supplemental costs including the following:
 - 0323.02.5.1 The proportion of necessary transportation, traveling and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - 0323.02.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.
 - 0323.02.5.3 Rentals of all construction equipment and machinery and the parts

thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

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

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

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

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

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

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

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

0323.03.1 Payroll costs and other compensation of Contractor's officers, executives, principals (*of partnership and sole proprietorships*), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 0323.02.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

- 0323.03.2 Expenses of Contractor's principal and branch offices other than his office at the site.
 - 0323.03.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 0323.03.4 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - 0323.03.5 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 0323.04.
- 0323.04 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be determined as follows:
- 0323.04.1 a mutually acceptable firm fixed price; or if none can be agreed upon.
 - 0323.04.2 a fee based on the following percentages of the various portions of the Cost of the Work.
 - 0323.04.2.1 for costs incurred under paragraphs 0323.02.1 and 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 0323.02.4, 0323.02.5, and 0323.03;
 - 0323.04.2.4 the amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to ten percent of the net decrease; and
 - 0323.04.2.5 when both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with paragraphs 0323.04.2.1 through 0328.04.2.4, inclusive.

- 0323.05 Whenever the cost of any Work is to be determined pursuant to Paragraph 0323.02 or 0323.03. Contractor will submit in form acceptable to Owner an itemized cost breakdown together with supporting data.

0324 CHANGE OF THE CONTRACT TIME

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

- 0324.01 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in Paragraph 0323.01. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 0324.02 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Paragraph 0328 shall not exclude recovery for damages (*including compensation for additional professional services*) for delay by either party.

0325 CORRECTION OF WORK

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

0326 EXISTING UNDERGROUND UTILITIES AND STRUCTURES

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

0327 SUBSURFACE CONDITIONS FOUND DIFFERENT

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

0328 CLAIMS FOR EXTRA WORK

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

0329 RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor or by any of his Subcontractors, the Owner may serve written notice upon the

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

0330 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

0331 PAYMENTS TO CONTRACTORS

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

- 0331.02 Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, the Contractor shall maintain a *daily* report of the amount of completed work as shown in the bid proposal. A copy of the accepted report appears in Appendix A at the end of this section and may be reproduced for use on this project. The Contractor's representative shall certify by signature that the report is accurate on behalf of the Contractor for the Owner (*shown as "Utility" on the report*). The Project Engineer representing the Georgia Department of Transportation shall certify by signature that the report is accurate for the "State". A copy of each days report properly certified as required by this part shall accompany each progress payment request by the Contractor. The quantity of work completed shown on the progress payment request *must* be supported by an equal quantity shown on the daily report for that progress payment period. Payment requested for quantities of work not supported by a properly certified daily report(s) may *not* be recommended for payment by the Owner.
- 0331.03 In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. Where a project is under the jurisdiction of a Force Account Agreement between the Owner and the Georgia Department of Transportation, however, material delivered on the site and preparatory work done may *not* be taken into consideration.
- 0331.04 All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- 0331.05 The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this

contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

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

0332 ACCEPTANCE AND FINAL PAYMENT

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

0333 PAYMENTS BY CONTRACTORS

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

not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

0334 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

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

0334.01.1.1 Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;

0334.01.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

0334.01.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

0334.01.1.4 Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason.

0334.01.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

0334.01.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages and be written for not less than the limits of liability and

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

0334.02 Contractual Liability Insurance: The comprehensive general liability insurance required by paragraph 0334.01.1 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 0334.01.1. through 0334.01.1.4., 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 in 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
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 0334.08 above.

For claims under 0334.01.1.1. through 0334.01.1.5. (*General Liability*),

General Liability Provided Per Occurrence

Each Occurrence (Bodily and Property Damage Included):	\$1,000,000
Fire Damage (<i>Any One Fire</i>):	\$50,000
Medical Expense (<i>Any One Person</i>):	\$5,000
Personal and Adv Injury, With Employment Exclusion Deleted:	\$1,000,000
General Aggregate (<i>Per Project</i>):	\$2,000,000
Products and Completed Operations Aggregate:	\$1,000,000

Notes: Property Damage Liability Insurance will provide explosion, collapse and underground hazard coverages where applicable. Each detonation of blasting shall be considered a single occurrence. General Liability shall include Contractual Liability as stipulated in Paragraph 0334.02. above.

Comprehensive Automobile Liability:

Combined Single Limit Per Occurrence, For Any and All Autos, Including Bodily Injury and Property Damage:	\$1,000,000
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0334.10 Scope of Insurance and Special Hazards - The amounts stated 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.

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 by specialty Subcontractors will result in materially increased costs or inordinate delays, the requirements of this paragraph shall not apply.

- 0341.01 The Contractor shall not be allowed to award work to any subcontractor prior to written approval of the Owner, which approval will not be given until the Contractor submits to the Owner, a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- 0341.02 The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 0341.03 The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 0341.04 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

0342 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- 0342.01 To take every precaution against injuries to persons or damage to property;
- 0342.02 To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors;

- 0342.03 To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- 0342.04 To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- 0342.05 Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat orderly condition;

0343 QUANTITIES OF ESTIMATE

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

0344 RIGHTS-OF-WAY AND SUSPENSION OF WORK

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

0345 GUARANTY

- 0345.01 **All work constructed under this contract shall be fully guaranteed by**

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

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

0346 **CONFLICTING CONDITIONS**

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

0347 **NOTICE AND SERVICE THEREOF**

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, 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 0358.05.1 and 0358.05.2 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

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-CAB-REPAIR-2019.

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. All work associated with this contract shall be completed in accordance with the most current Georgia Department of Transportation Standard Specifications, Special Provisions, and Construction Details.
2. The basis for this project is the repair plans developed by Pont Engineering included in these contract documents. All work associated with this contract shall be completed as per the repair plans.
3. Temperature – Some items in the scope of work are weather and temperature sensitive. Contractor shall complete work in accordance with the ambient temperature requirements referenced in the Standard Specifications. A general rule of thumb is that temperature sensitive work should only be completed when the ambient temperature is 50 degrees Fahrenheit and rising.
4. Construction Schedule – The Contractor's detailed construction schedule must be provided to and approved in advance by the City of Dalton. This schedule must include the tentative start date, duration, hours/days of work, etc.
5. In addition to the GDOT Standard Specifications, there are additional Special Provisions included in these contract documents (e.g. 150, 519, 521, and 528) pertaining to work items in the repair plans.
6. Submittals - All submittals for this project must be reviewed and approved in advance by the City of Dalton. **Paint Containment, work platforms, and shoring plan are required and shall be prepared by a licensed P.E. in the state of Georgia.** Potential submittals include means and methods, access to site, emergency action plan with protocols for storing of equipment at end of each day, debris containment plans, etc.
7. Traffic Control shall meet the requirements of the 2009 Manual of Uniform Traffic Control Devices for Streets and Highways and Special Provision Section 150-Traffic Control of GDOT Specifications. **Please note the plan requirements for mobile traffic control devices.**
8. Time of Work Restrictions – There are no time of work restrictions for this project.
9. Single lane closure – The Contractor shall keep at least one travel lane open at all times for North/South travel on the bridge. Liquidated damages for failure to maintain North/South travel across the bridge shall be assessed to the Contractor at the rate of \$500 per hour.
10. This project does not require an NOI. **However, there is an erosion control plan included in the construction plans developed by Pont Engineering.** A GSWCC certified personnel Blue Card holder must be present on site during all land disturbing activities to represent the Contractor.

11. The data, together with all other information shown on these plans, 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 GDOT Specification Sections 102.04, 102.05, and 104.03.
12. Sandblasting debris shall be analyzed for lead content and disposed of in regulation with all Federal and State laws.
13. Chain of Custody documentation shall be provided upon the removal of all lead-containing debris.
14. Special consideration should be given to the gas main in close proximity to the construction limits on East side of the bridge. Contractor shall be responsible for installing any necessary structural protection to prevent debris or equipment from damaging active utilities. **Contractor shall be solely responsible for costs associated with the repair of damaged utilities.**
15. Contractor is required to call GA 811 or file online utility locate request prior to commencing work, and maintain active locate for duration of the project.

EXHIBIT A:

PONT ENGINEERING PLANS

DATED JUNE 3, 2019

FOR THE

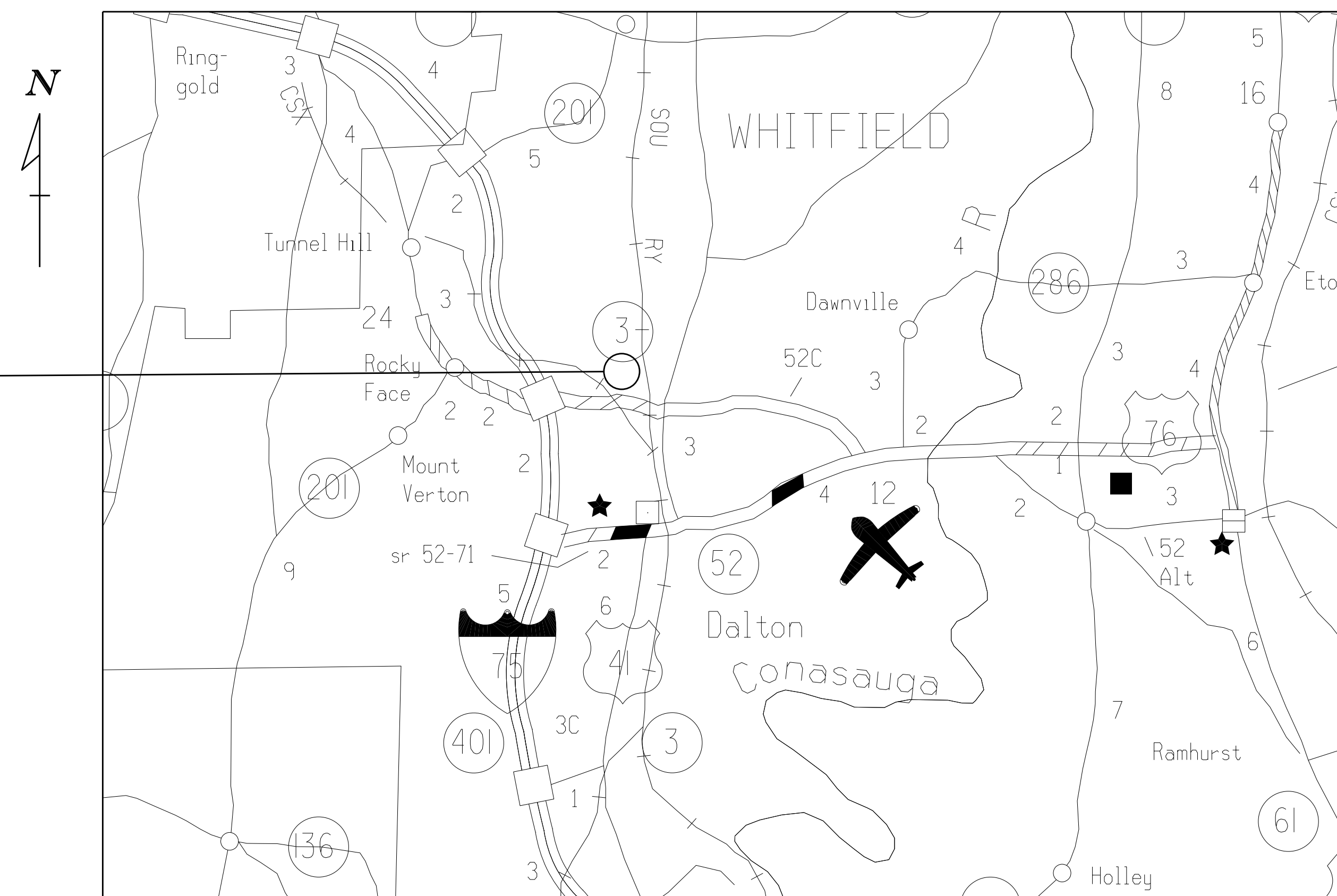
CHATTANOOGA AVENUE BRIDGE

REPAIR PROJECT

CITY OF DALTON DEPARTMENT OF PUBLIC WORKS

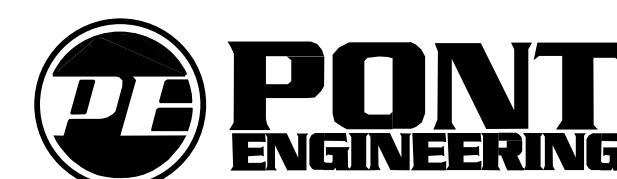
PLAN OF PROPOSED REPAIRS TO CHATTANOOGA AVENUE BRIDGE OVER MILL CREEK WHITFIELD COUNTY

BRIDGE NO. 1: 313-5051-0
WHITFIELD COUNTY
CHATTANOOGA AVE. BRIDGE
AT MILL CREEK
LATITUDE: 34.791994
LONGITUDE: -84.98084
ID # 313-00874X-000.39N

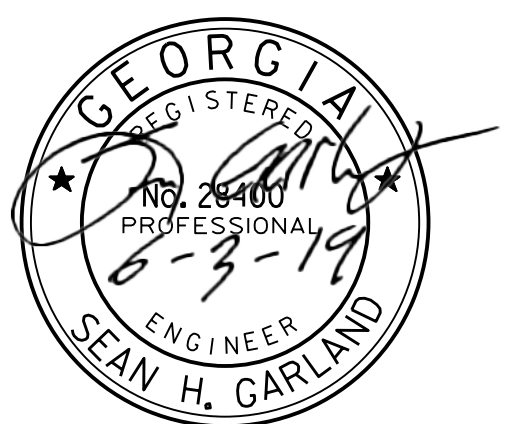


LOCATION MAP

THE DATA TOGETHER WITH OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS, AND 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 PUBLIC WORKS IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.3 OF GDOT STANDARD SPECIFICATIONS.



PREPARED BY: 401 Augusta Drive, Marietta, GA 30067
DESIGN



DRAWING NO.	DESCRIPTION
01-0001	COVER SHEET
02-0001	INDEX & GENERAL NOTES
04-0001	SUMMARY OF QUANTITIES
13-0001	CONSTRUCTION PLAN
19-0001	CONSTRUCTION STAGING PLAN
35-0001 TO 35-0005	BRIDGE PLANS
40-0001 TO 40-0008	CONSTRUCTION DETAILS
41-0001 TO 41-0007	GEORGIA STANDARDS
52-0001 TO 52-0007	EROSION CONTROL PLANS - EROSION CONTROL LEGEND
54-0001	EROSION CONTROL PLANS - BMP LOCATION DETAILS
	CONSTRUCTION DETAILS
40-0001	D-24A - TEMPORARY SILT FENCE01/19/2011
40-0002	D-24B - TEMPORARY SILT FENCE BERM DITCH, INSTALLATION, BRUSH BARRIER01/19/2011
40-0003	D-24C - TEMPORARY SILT FENCE J-HOOK, INLET SEDIMENT TRAPS01/19/2011
40-0004	D-24D - TEMPORARY SILT FENCE FABRIC CHEEK DAM07/01/2015
40-0005	T-12B - DETAILS OF PAVEMENT MARKINGS - ARROWS04/11/2000
40-0006	T-13A - DETAILS OF PAVEMENT MARKERING WORDS09/15/2016
40-0007	T-15A - DETAILS OF RAISED PVMT MARKER LOCATION NON-LIMITED ACCESS ROADWAY09/15/2016
40-0008	T-15C - DETAILS OF RAISED PAVEMENT MARKERS09/22/2011
	GEORGIA STANDARDS
41-0001	3054 - END POST AND END POST GUARDRAIL ATTACHMENT DETAILS09/30/2002
41-0002	3901 - BAR BENDING DETAILS08/01/1969
41-0003	4388 - GUARDRAIL DETAILS FOR UNDIVIDED HIGHWAYS AND ROADS01/29/2016
41-0004	4960 - CONCRETE BARRIER - TEMPORARY (END TREATMENT OPTIONS)05/10/2007
41-0005	4961 - DETAILS OF PRECAST TEMPORARY BARRIER09/08/2006
41-0006	9100 - TRAFFIC CONTROL GENERAL NOTES, STD. LEGEND, AND MISC. DETAILS03/30/2006
41-0007	9102 - TRAFFIC CONTROL DETAIL FOR LANE CLOSURE ON TWO-LANE HIGHWAY03/30/2006
	EROSION CONTROL PLANS
52-0001	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 1 OF 7)
52-0002	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 2 OF 7)
52-0003	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 3 OF 7)
52-0004	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 4 OF 7)
52-0005	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 5 OF 7)
52-0006	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 6 OF 7)
52-0007	EROSION CONTROL LEGEND - UNIFORM CODE SHEET (SHEET 7 OF 7)
54-0001	EROSION CONTROL PLANS - BMP LOCATION DETAILS



Know what's below.
Call before you dig.

GENERAL NOTES

1. ALL WORK SHALL ADHERE TO THE GEORGIA STANDARD SPECIFICATIONS FOR CONSTRUCTION, CURRENT EDITION, AND CURRENT SUPPLEMENTAL SPECIFICATIONS.
2. ALL SALVAGEABLE MATERIAL SHALL BECOME PROPERTY OF THE CONTRACTOR.
3. THERE IS NO KNOWN SUITABLE PLACE TO BURY THE EXISTING BRIDGE / CONSTRUCTION DEBRIS WITHIN THE PROJECT'S LIMITS. THE CONTRACTOR SHALL PROVIDE AN ENVIRONMENTALLY APPROVED SITE AS SHOWN IN GA SPECIFICATION 201 TO DISPOSE OF THE EXISTING BRIDGE / CONSTRUCTION DEBRIS AT NO ADDITIONAL COST TO THE CITY OF DALTON.
4. ALL WORK SHALL BE COMPLETED WITHIN THE EXISTING RIGHT OF WAY.
5. PAVEMENT MARKINGS SHALL BE REPLACED TO MATCH EXISTING MARKINGS AFTER WORK IS COMPLETED.
6. A NOTICE OF INTENT IS NOT REQUIRED.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE. ANY DAMAGE SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY OF DALTON.
8. ANY SIGN THAT MAY BE DISTURBED OR REMOVED DURING CONSTRUCTION SHALL BE RESET OR REPLACED PER GA. STANDARDS. NO SEPARATE PAYMENT WILL BE MADE FOR RESETTNG OR REPLACING. COST TO BE INCLUDED IN OVERALL BID SUBMITTED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES TO ENSURE COMPLIANCE TO ALL STATE AND FEDERAL LAWS AND GUIDELINES. INCLUDE COST IN THE OVERALL BID SUBMITTED. NO ADDITIONAL PAYMENTS SHALL BE MADE TO THE CONTRACTOR FOR EROSION CONTROL.
10. THE CONTRACTOR SHALL INCLUDE ALL LANE SHIFTS AND LANE CLOSURES IN THE BID SUBMITTED FOR TRAFFIC CONTROL.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



401 Augusta Drive
Marietta GA 30067
(770) 499-1161

DRAWN BY: SHG
DATE: JUNE 2019

CHECKED BY: SHG
DATE: JUNE 2019

CHATTANOOGA AVE OVER MILL CREEK, CIY OF DALTON, GEORGIA

INDEX AND GENERAL NOTES

DRAWING NUMBER

02-0001

TRAFFIC CONTROL	
TOTAL	LUMP

CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	
TOTAL	3 EA

TEMPORARY BARRIER METHOD 2 - STD. 4960 & 4961	
LOCATION	LF
BRIDGE 1 - CHATTANOOGA AVENUE OVER MILL CREEK	370
TOTAL	370

UTILITIES	
GAS LINE	

PAVEMENT MARKERS (EACH)			
LOCATION	REFLECTIVE-RAISED		
	YELLOW	CLEAR	CLEAR/ RED
	TYPE 1	TYPE 2	TYPE 3
BRIDGE 1 - CHATTANOOGA AVENUE OVER MILL CREEK	14		5
STA. 9+50 - STA. 11+50			
TOTAL	14		5

SURFACING QUANTITES					
ITEMS	UNIT	STAGE 1	STAGE 11	AS DIR. BY ENGINEER	TOTALS
RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	100			100
RECYCLED ASPH CONC 12.5 MM SUPERPAVE GP 2 ONLY, INCL BITUM MATL & H LIME	TN		100		100
TACK COAT	GL	80	80		160
MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	1180	1180		2360

GRADING COMPLETE	
TOTAL	LUMP

BRIDGE 1 - CHATTANOOGA AVENUE OVER MILL CREEK		
PAY ITEM	UNIT	QUANTITY
MICRO-MILL ASPHALTIC CONCRETE PAVEMENT, VARIABLE DEPTH	SY	233
PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 1	LF	31
PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 2	LF	31
SUPERSTR CONCRETE, CL A, BR NO - 1 (7)	LS	LUMP
CLASS A CONCRETE	CY	17
BAR REINF STEEL	LB	2290
SUPERSTR REINF STEEL, BR NO - 1 (1160)	LS	LUMP
SURFACE PREPARATION	SY	233
POLYMER OVERLAY	SY	233
PATCHING CONCRETE BRIDGE DECK	SF	30
PATCHING CONCRETE BRIDGE	SF	105
EPOXY PRESSURE INJECTION OF CONCRETE CRACKS	LF	18
PAINT EXISTING STEEL STRUCTURE, BR 1D - 313-5051-0	LS	LUMP
REMOVAL OF PARTS OF EXISTING BR, BR NO - 1	LS	LUMP
STN DUMPED RIP RAP, TP 1, 24 IN	SY	400
PLASTIC FILTER FABRIC	SY	400

GUARDRAIL QUANTITIES			
GA. STD. 4388			
GUARDRAIL "T" & "W" BEAM		TOTALS	
LOCATION & SIDE	LIN. FT.	T-BEAM	W-BEAM
*T*STA. 9+79.00 TO 10+00.00 LT	21'	84'	195'
*T*STA. 9+79.00 TO 10+00.00 RT	21'	ANCHORAGES	
*T*STA. 10+70.00 TO 10+91.00 LT	21'		
*T*STA. 10+70.00 TO 10+91.00 RT	21'		
*W*STA. 9+53.00 TO 9+79.00 LT	26'		
*W*STA. 9+53.00 TO 9+79.00 RT	26'	TP 1	TP 12A
*W*STA. 10+91.00 TO 11+70.00 LT	79'		
*W*STA. 10+91.00 TO 11+55.00 RT	64'		

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



401 Augusta Drive
Marietta GA 30067
(770) 499-1161

DRAWN BY: SHG

DATE: JUNE 2019

CHECKED BY: SHG

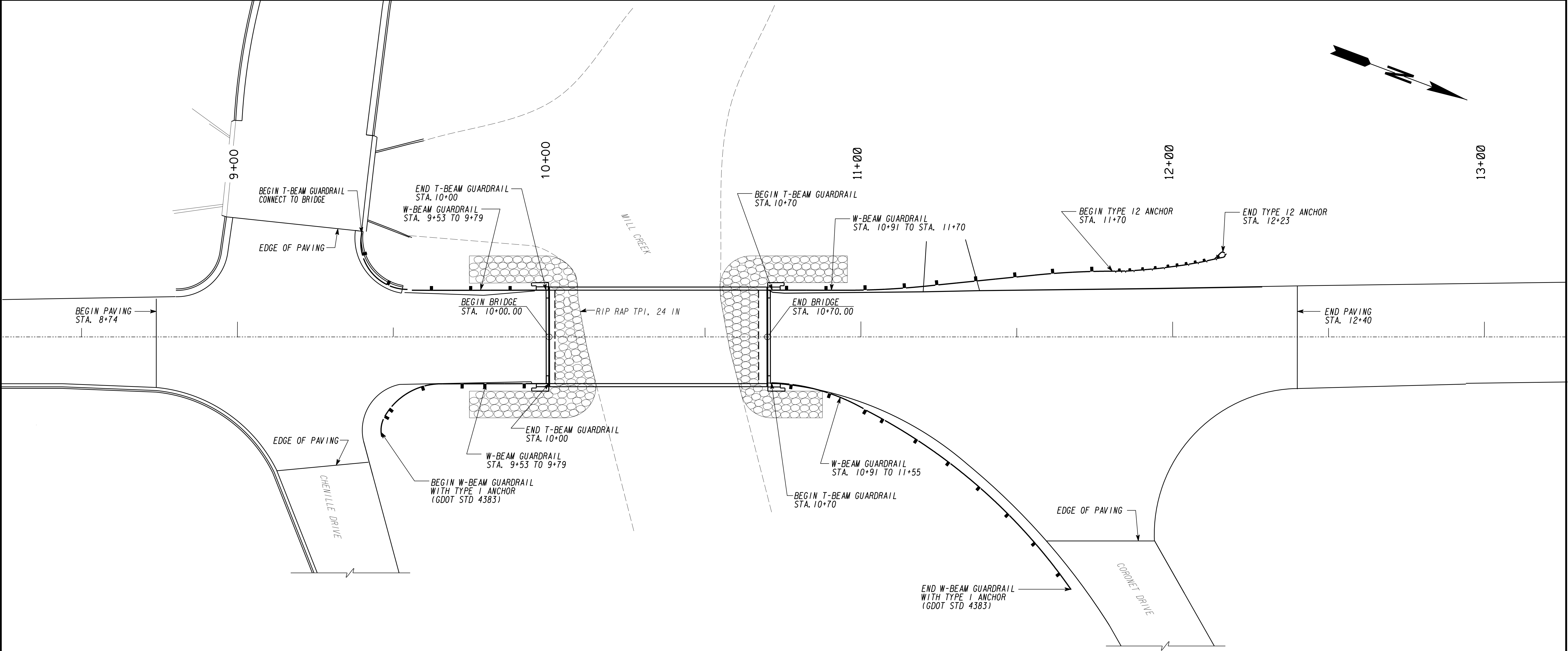
DATE: JUNE 2019

CHATTANOOGA AVE OVER MILL CREEK, CIY OF DALTON, GEORGIA

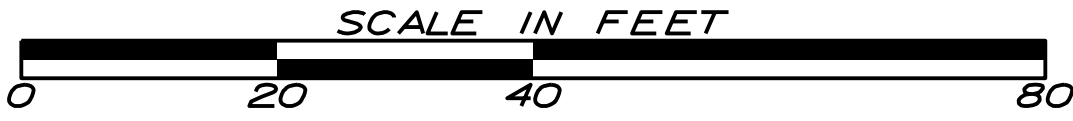
SUMMARY OF QUANTITIES

DRAWING NUMBER

04-0001



NOTE: CONTRACTOR SHALL ENSURE THAT THE GRADING SURROUNDING THE POSTS MEET SPECIFICATIONS DEVELOPED BY THE GUARDRAIL MANUFACTURER. CONTRACTOR SHALL INSTALL APPROPRIATE EROSION CONTROL MEASURES SURROUNDING ANY GRADING ACTIVITIES REQUIRED FOR THIS TASK. ALL GRADING AND EROSION CONTROL ITEMS NEEDED SHALL BE INCLUDED IN PRICE BID FOR "GRADING COMPLETE".



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



PONT
ENGINEERING

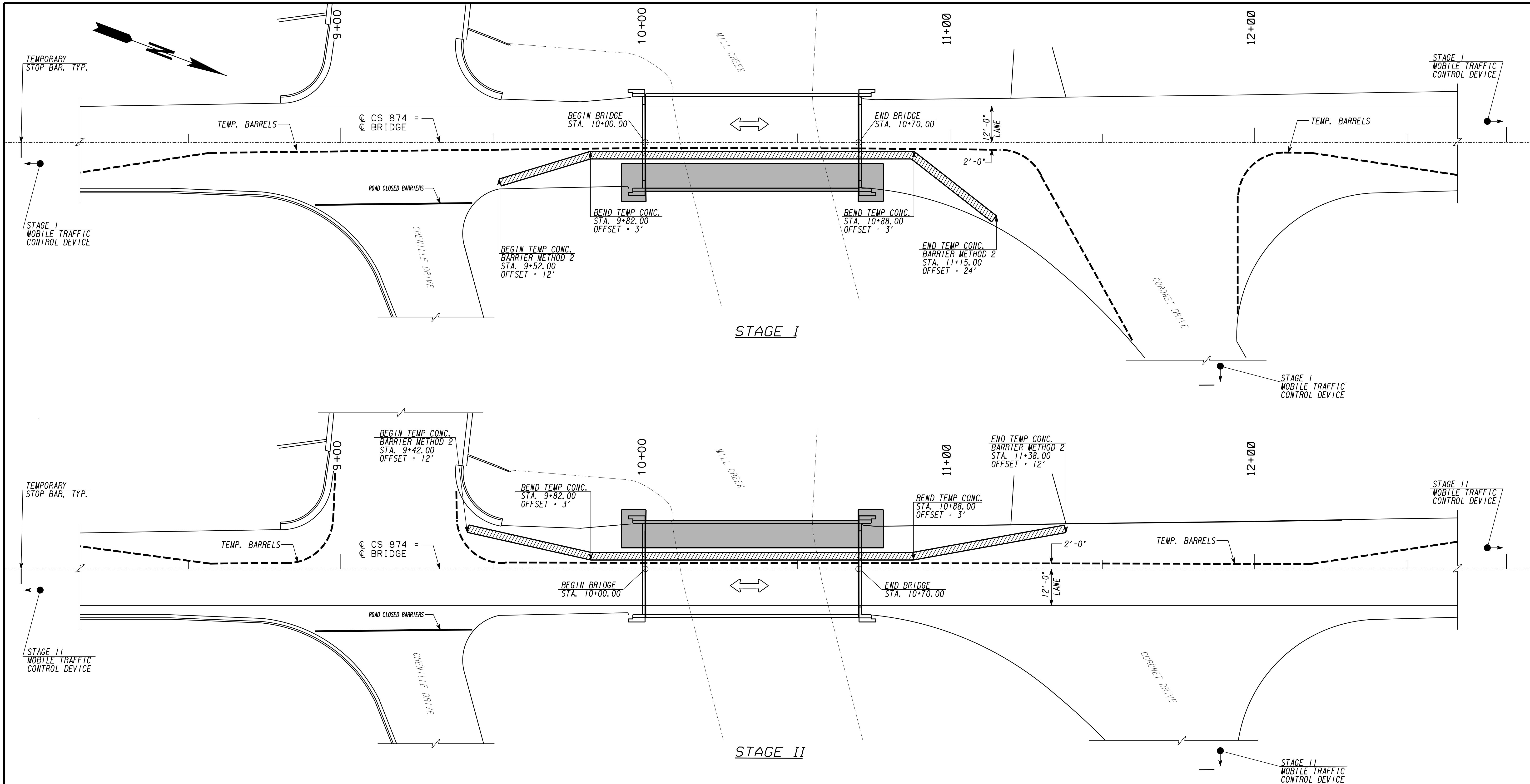
401 Augusta Drive
Marietta GA 30067
(770) 499-1161

DRAWN BY: SHG	DATE: JUNE 2019
CHECKED BY: SHG	DATE: JUNE 2019

CHATTANOOGA AVE. (CS 874) OVER MILL CREEK, CITY OF DALTON, GEORGIA

CONSTRUCTION PLAN

DRAWING NUMBER
13-0001



STAGE I

1. PLACE TEMPORARY CONCRETE BARRIERS & TEMPORARY BARRELS. MAINTAIN ONE LANE OF SIGNAL CONTROLLED TRAFFIC.
2. TEMPORARY OPERATING SPEED SHALL BE 35 MPH.
3. PERFORM BRIDGE WORK.
4. REMOVE TEMPORARY BARRIER.

STAGE II

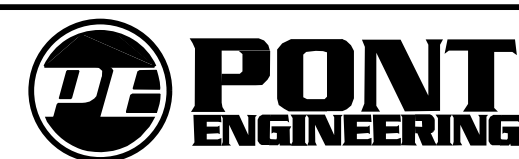
1. PLACE TEMPORARY CONCRETE BARRIERS & TEMPORARY BARRELS. MAINTAIN ONE LANE OF SIGNAL CONTROLLED TRAFFIC.
2. TEMPORARY OPERATING SPEED SHALL BE 35 MPH.
3. PERFORM BRIDGE WORK.
4. REMOVE TEMPORARY BARRIER.

LEGEND	
	WORK AREA
	TEMPORARY CONCRETE BARRIER
	TEMPORARY BARRELS
	ROAD CLOSED BARRIERS

NOTES:

1. CONTRACTOR SHALL SUBMIT CONSTRUCTION STAGING APPROACH TO THE CITY OF DALTON. ACCEPTANCE OF CONSTRUCTION STAGING PLAN IS REQUIRED PRIOR TO THE CONTRACTOR BEGINNING WORK.
2. REFER TO LATEST EDITION OF MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES FOR ADDITIONAL CHANNELIZATION GUIDELINES, SIGNALIZATION, AND SIGNING REQUIREMENTS.
3. ALL RELOCATION AND SETUP OF MOBILE TRAFFIC DEVICES SHALL BE INCLUDED IN PRICE BID FOR "TRAFFIC CONTROL".
4. PLACE TEMPORARY STOP BAR USING TEMPORARY STRIPE TAPE. COST SHALL BE INCLUDED IN PRICE BID FOR "TRAFFIC CONTROL".

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



401 Augusta Drive
Marietta GA 30067
(770) 499-1161

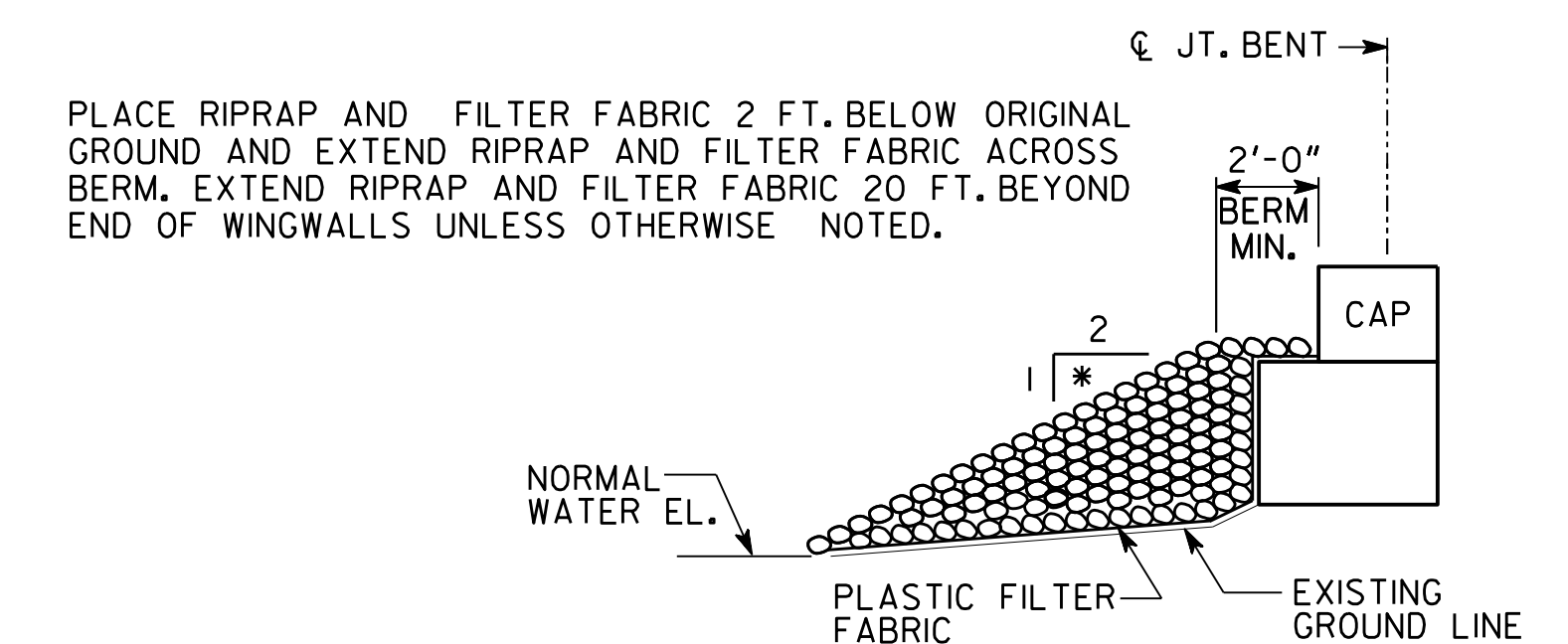
DRAWN BY: SHG
CHECKED BY: SHG

DATE: JUNE 2019
DATE: JUNE 2019

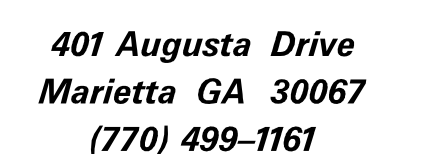
CHATTANOOGA AVE. (CS 874) OVER MILL CREEK, CITY OF DALTON, GEORGIA

CONSTRUCTION STAGING PLAN

DRAWING NUMBER
19-0001



BRIDGE NO. 1



JUNE 2019

REVIEWED _____
APPROVED _____

BY	REVISIONS	DATE
----	-----------	------

 1 INCH WHEN PRINTED FULL SIZEELEVATION

WORK CONSISTS OF

- 1. REMOVE EXISTING ASPHALT OVERLAY ON ENTIRE BRIDGE DECK.
- 2. REMOVE EXISTING WINGWALLS.
- 3. CONSTRUCT NEW END POSTS AND WINGWALLS.
- 4. REPLACE BRIDGE DECK JOINTS.
- 5. EXTEND EXISTING CONCRETE PARAPETS.
- 6. INSTALL DECK PIPES ALONG BRIDGE SHOULDERS.
- 7. REPAIR SECTIONS OF SPALLED CONCRETE ON DECK OVERHANG.
- 8. PAINT THE STEEL SUPERSTRUCTURE.
- 9. REDRESS SLOPE PROTECTION (RIP RAP) AT EACH BENT.
- 10. EPOXY INJECTION OF CRACKS.
- 11. INSTALL POLYMER OVERLAY ON ENTIRE BRIDGE DECK

TRAFFIC DATA

TRAFFIC ----- ADT = 1768 (2011)
ADT = 2652 (2031)
TRUCKS ----- 1%

UTILITIES

GAS LINE ATTACHED TO RIGHT SIDE (BEAM 5) OF EXISTING BRIDGE

PAINTING NOTES

- 1. CLEAN AND PAINT ALL EXPOSED EXISTING SUPERSTRUCTURE STEEL (AS SHOWN ON PLANS), INCLUDING EXISTING BEARING ASSEMBLIES, IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
- 2. THE EXISTING STEEL STRUCTURE IS 70 FT.+ LONG WITH TOTAL ESTIMATED AREA OF STEEL TO BE PAINTED OF 3,100 SF. PRIOR TO BIDDING IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MEASURE AND VERIFY THE AREA OF STEEL TO BE PAINTED.
- 3. REPAIR ANY DAMAGES TO THE STRUCTURAL STEEL CAUSED BY THE BLAST CLEANING OR ANY OTHER RELATED OPERATIONS, AT NO CHARGE TO THE CITY OF DALTON. ALL REPAIRS ARE TO BE APPROVED BY THE ENGINEER.
- 4. ALL CONCRETE WORK SHALL BE COMPLETED PRIOR TO BEGINNING PAINTING WORK.
- 5. AFTER THE PAINTING IS COMPLETED, STENCIL THE SERIAL NUMBER OF THE BRIDGE (313-5051-0) ON THE INSIDE FACE OF THE WEB ON THE FAR RIGHT BEAM NEAR BOTH ENDS OF BRIDGE. USE A 5" HIGH NUMBER STENCIL AND BLACK PERMANENT PAINT. COSTS ASSOCIATED WITH THIS WORK, INCLUDING MATERIALS AND LABOR, ARE TO BE INCLUDED IN THE OVERALL BID SUBMITTED.
- 6. THE COST OF PAINTING EXISTING STRUCTURAL STEEL SHALL BE INCLUDED IN THE PRICE BID FOR ITEM 535-1105 "PAINT EXISTING STEEL STRUCTURE".

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD SPECIFICATIONS, 2013 EDITION, AS MODIFIED BY CONTRACT DOCUMENTS.

REINFORCING STEEL - PLACE AND TIE ALL REINFORCING STEEL IN ACCORDANCE WITH THE GEORGIA DOT SPECIFICATIONS. DO NOT WELD REINFORCING STEEL.

CHAMFER - CHAMFER ALL EXPOSED CONCRETE EDGES ¾" UNLESS OTHERWISE NOTED.

TEMPORARY SHORING - INCLUDE THE COST OF TEMPORARY SHORING AS NECESSARY FOR BRIDGE CONSTRUCTION IN THE OVERALL BID SUBMITTED.

TRAFFIC CONTROLS - SEE ROADWAY PLANS FOR TRAFFIC CONTROLS AND TRAFFIC CONTROL PAYMENT.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS ARE NOT AVAILABLE.

DIMENSIONS AND ELEVATIONS - VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO ORDERING MATERIALS OR BUILDING FORMS. LIGHT LINES INDICATE THE EXISTING STRUCTURE AND HEAVY LINES INDICATE THE NEW STRUCTURE.

EPOXY RESIN ADHESIVE - APPLY EPOXY RESIN ADHESIVE TYPE II TO ALL HARDENED CONCRETE SURFACES JUST PRIOR TO POURING THE CONCRETE FOR THE NEXT STAGE OF CONSTRUCTION, SEE SECTION 886 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST OF EPOXY ADHESIVE AND ITS APPLICATION IN THE OVERALL BID SUBMITTED.

EPOXY PRESSURE INJECTION OF CONCRETE CRACKS - ESTIMATED QUANTITY OF CRACK INJECTION IN THE END WALLS AND BENTS IS 18 LF. ALL PRESSURE INJECTION OF CRACKS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 528 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE COST OF MATERIALS AND INSTALLATION IN THE PRICE BID FOR PAY ITEM 528 "EPOXY PRESSURE INJECTION OF CONCRETE CRACKS".

SPALL REPAIR - REPAIR SPALLS IN ACCORDANCE WITH SECTION 521 OF THE SPECIAL PROVISIONS. CARE SHALL BE TAKEN TO AVOID DAMAGING EXITING REINFORCING STEEL. REINFORCEMENT DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY OF DALTON. INCLUDE THE COST FOR THIS WORK IN THE PAY ITEM 521 "PATCHING CONCRETE BRIDGE".

EXISTING REINFORCEMENT - BEND EXISTING REINFORCEMENT TO BE UTILIZED IN NEW CONSTRUCTION IN A MANNER TO PROVIDE THE MAXIMUM LAP POSSIBLE OR AS SHOWN ON THE PLANS. THOROUGHLY CLEAN EXISTING REINFORCEMENT OF CONCRETE SCALE AND RUST BEFORE BONDING INTO NEW CONSTRUCTION. ANY REINFORCEMENT DAMAGED DURING DEMOLITION OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE DEPARTMENT.

EXISTING RIP RAP - INCLUDE THE COST OF REMOVING, RELAYING, AND/OR REPLACING RIP RAP IN THE OVERALL BID SUBMITTED.

EXISTING BRIDGE JOINTS - CLEAN EXISTING BRIDGE EXPANSION JOINTS OF ALL DIRT, REFUSE, AND EXISTING SEALANT AND SEAL JOINTS USING THE PREFORMED SILICONE COATED SELF-EXPANDING SEALANT AS PER THE SPECIAL PROVISIONS. INCLUDE THE COST OF MATERIALS AND INSTALLATION IN THE PRICE BID FOR PAY ITEM 449.

PAINT - CLEAN AND PAINT ALL NEW AND EXISTING STRUCTURAL STEEL AS PER SECTION 535 OF THE GEORGIA DOT SPECIFICATIONS. USE PAINT SYSTEM XII FOR NEW STRUCTURAL STEEL AND SYSTEM XIII/XI FOR EXISTING STRUCTURAL STEEL. EXISTING STRUCTURAL STEEL HAS BEEN PAINTED WITH LEAD PAINT.

SPECIAL SURFACE COATING FOR CONCRETE- COAT NEW AND EXISTING PORTIONS OF PARAPETS, END POSTS, AND WING WALLS IN ACCORDANCE WITH SECTION 836 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.

SALVAGE MATERIAL - NO MATERIAL REMOVED FROM THE EXISTING STRUCTURE SHALL BE SALVAGED FOR USE BY THE CITY OF DALTON.

REMOVAL OF PARTS OF EXISTING BRIDGE - COST FOR REMOVAL OF PORTIONS OF EXISTING SUBSTRUCTURESHALL BE INCLUDED IN THE PRICE BID FOR ITEM 540 "REMOVAL OF PARTS OF EXISTING BRIDGE".

POLYMER OVERLAY - AFTER ALL DECK WORK IS COMPLETE, THE SURFACE OF THE BRIDGE DECK FROM GUTTER LINE TO GUTTER LINE SHALL BE OVERLAYED WITH A TWO-PART POLYMER BRIDGE DECK OVERLAY. THE OVERLAY SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

VEGETATION - CUT AND REMOVE VEGETATION FROM AROUND SUBSTRUCTURE AND APPROACHES, 5 FT FROM OUTSIDE EDGE OF BRIDGE OPENING. CUT AND REMOVE TREES TO GROUNDLINE. INCLUDE COST OF REMOVAL AND MATERIALS IN THE OVERALL BID SUBMITTED.

ENDPOST GUARDRAIL ATTACHMENT - ATTACH NEW GUARDRAIL TO END POSTS. LOCATE BOLT TYPE, SIZE, LAYOUT, AND INSTALL ACCORDING TO GDOT STANDARD 3054.

EXISTING UTILITIES - MAINTAIN AND PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION. INCLUDE COST FOR THIS WORK IN THE OVERALL BID SUBMITTED.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY COVERED BY THE GEORGIA STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED. THIS INCLUDES THE COST OF CLEANING AND BENDING OF EXISTING REINFORCEMENT, JOINT FILLER, SAWCUTS, DECK DRAINS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

DESIGN DATA

SPECIFICATIONS ----- AASHTO 17TH EDITION, 2002

TYPICAL H-15 LOADING ----- IMPACT ALLOWED

REINFORCEMENT STEEL: ----- GRADE 60, f_y = 60,000 PSI

CONCRETE: ----- CLASS A, f'_c = 3,000 PSI

SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
432-0350	233	SY	MICRO-MILL ASPHALTIC CONCRETE PAVEMENT, VARIABLE DEPTH
449-1350	31	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 1
449-1350	31	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 2
500-1005	LUMP	LS	SUPERSTR CONCRETE, CL A, BR NO - 1 (7)
500-3101	17	CY	CLASS A CONCRETE
511-1000	2290	LB	BAR REINF STEEL
511-3000	LUMP	LS	SUPERSTR REINF STEEL, BR NO - 1 (1160)
519-0515	233	SY	SURFACE PREPARATION
519-0225	233	SY	POLYMER OVERLAY
521-1000	30	SF	PATCHING CONCRETE BRIDGE DECK
521-3000	105	SF	PATCHING CONCRETE BRIDGE
528-0501	18	LF	EPOXY PRESSURE INJECTION OF CONCRETE CRACKS
535-1105	LUMP	LS	PAINT EXISTING STEEL STRUCTURE, BR ID - 313-5051-0
540-1202	LUMP	LS	REMOVAL OF PARTS OF EXISTING BR, BR NO - 1
603-2024	400	SY	STN DUMPED RIP RAP, TP 1, 24 IN
603-7000	400	SY	PLASTIC FILTER FABRIC

BRIDGE NO. 1



PONT
ENGINEERING

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CITY OF DALTON
DEPARTMENT OF PUBLIC WORKS

GENERAL NOTES
CHATTANOOGA AVENUE (CS 874) OVER MILL CREEK

WHITFIELD COUNTY

SCALE: NO SCALE

JUNE 2019

DESIGNED SHG

CHECKED

REVIEWED

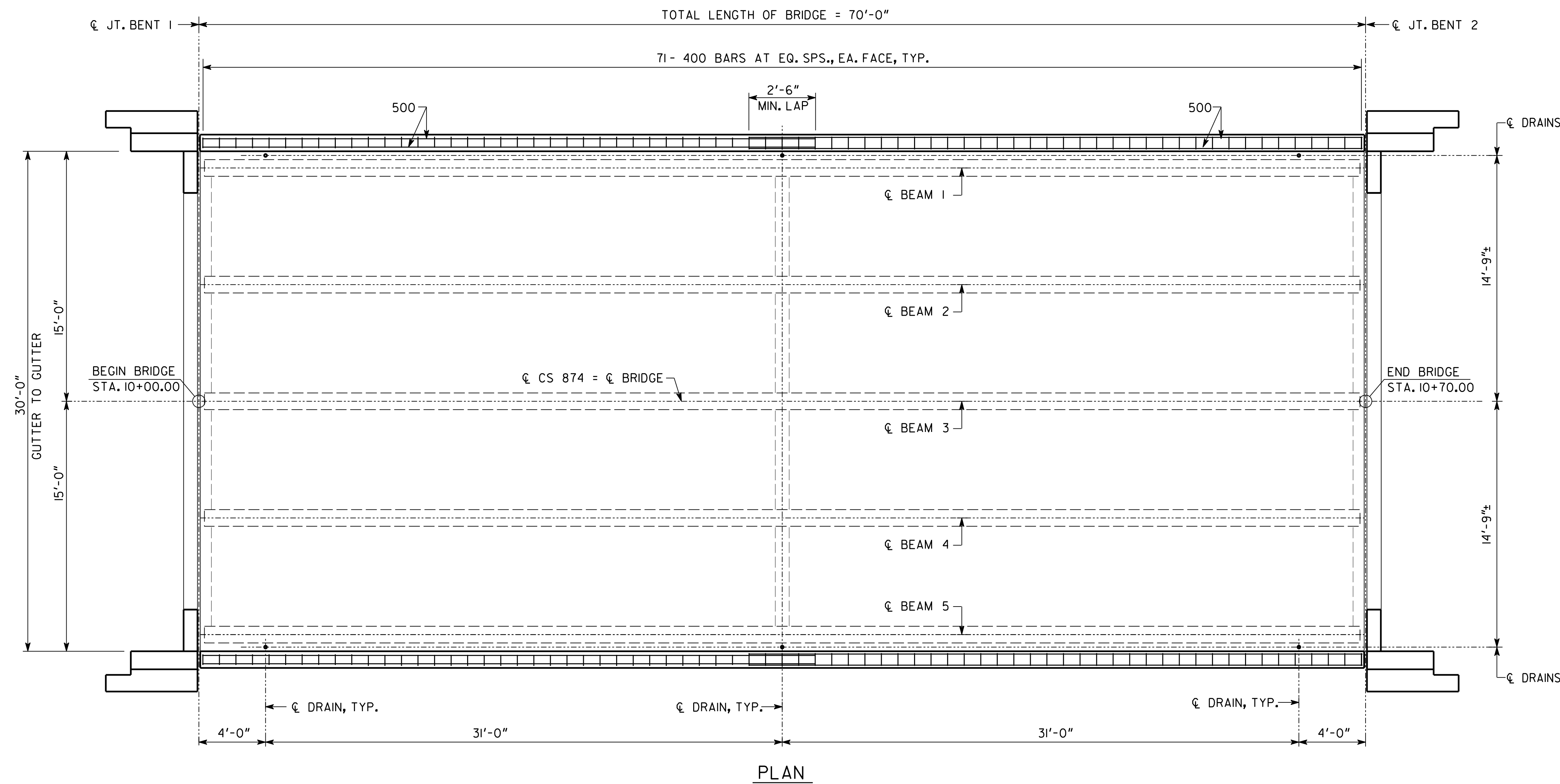
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DESIGN GROUP

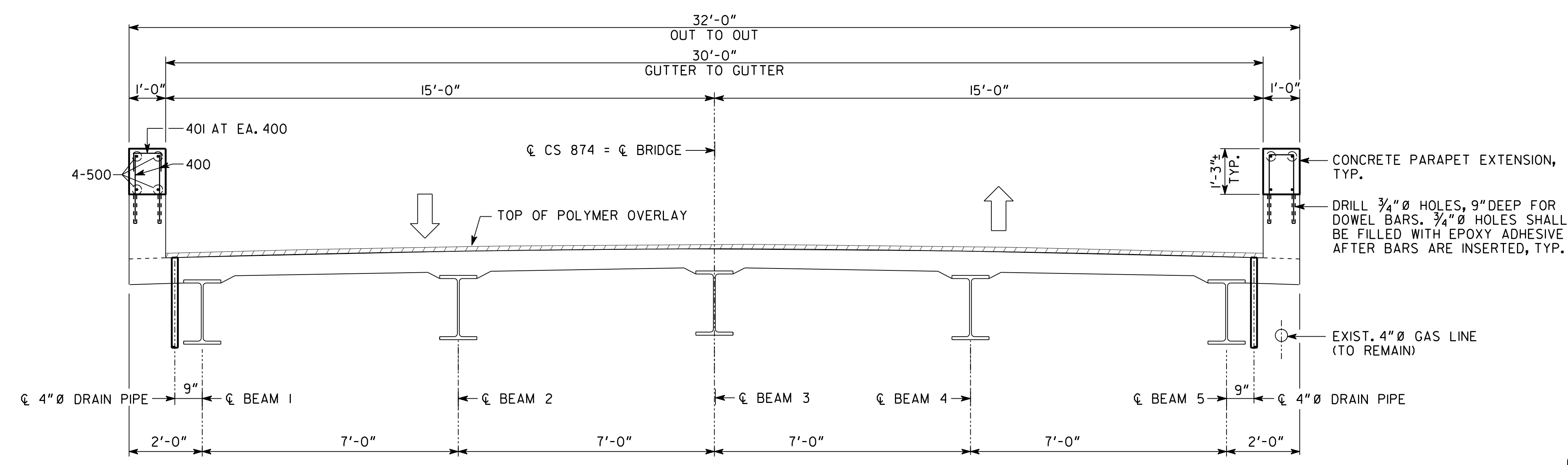
APPROVED

DRAWING NO.
35-0002
BRIDGE SHEET
2 OF 5

DATE
REVISIONS
BY

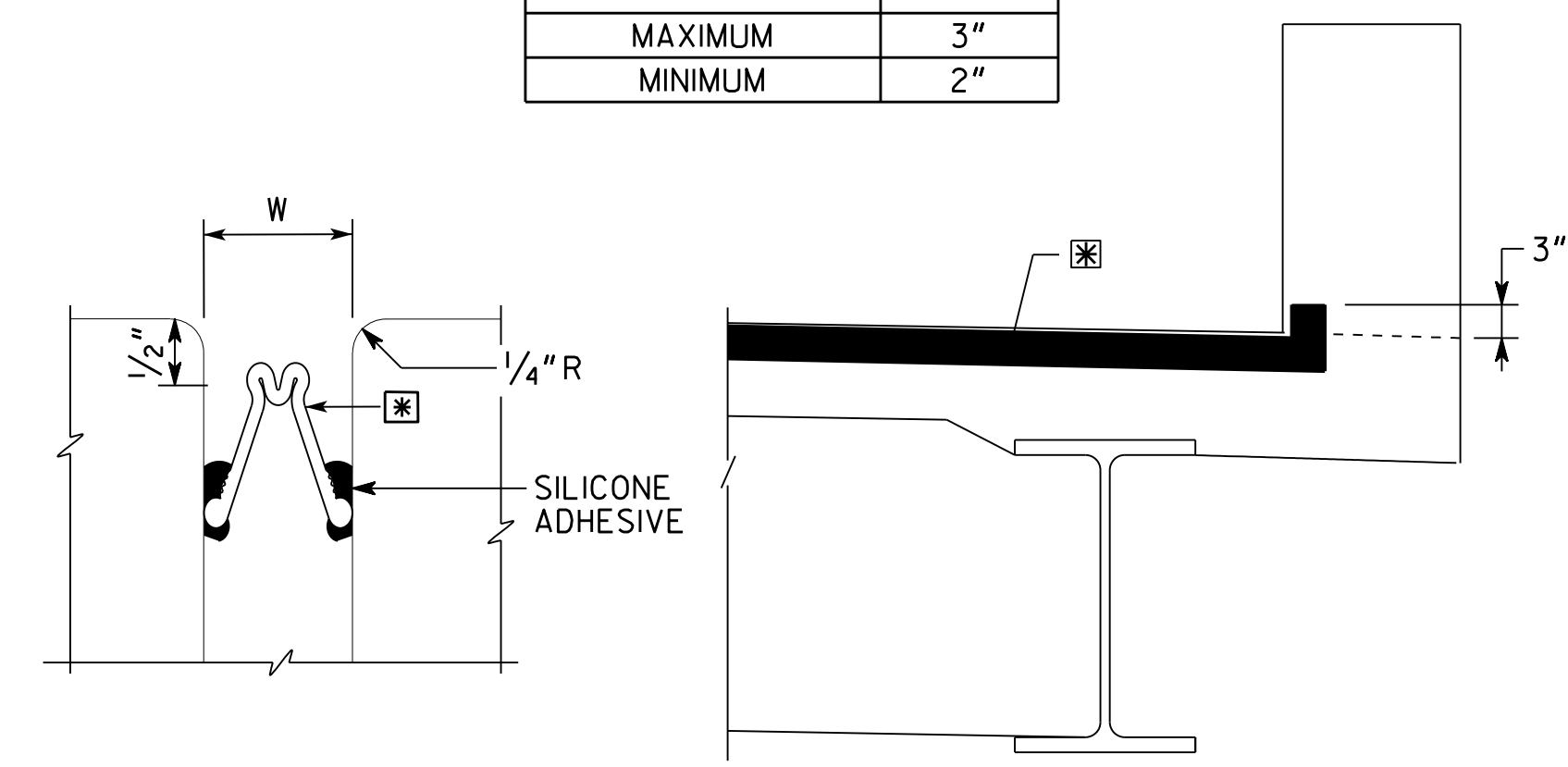


PLAN



TYPICAL SECTION
(LOOKING AHEAD)

JOINT OPENING	
TEMPERATURE (°F)	W (IN.)
MAXIMUM	3"
MINIMUM	2"



EXPANSION JOINT DETAILS

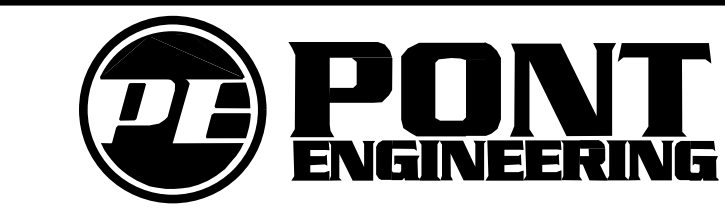
- NOTES:
- "W" (JOINT WIDTH) SHALL BE BASED ON THE AVERAGE BEAM TEMPERATURE.
 - ASSUME NORMAL TEMPERATURE IS 60°F.
 - * CONSTRUCTION SHALL NOT DEVIATE FROM THIS DETAIL UNLESS APPROVED BY THE STATE BRIDGE MAINTENANCE ENGINEER.
 - "W" (JOINT WIDTH) BETWEEN APPROACH SLAB AND B.F.P.R. SHALL MATCH EXISTING JOINT WIDTH.
 - SEE SPECIAL PROVISION - SECTION 449 "BRIDGE DECK JOINT SEALS" FOR FURTHER REQUIREMENTS.

SUPERSTRUCTURE QUANTITIES	
ITEM	SPAN I
LUMP - CY SUPERSTR CONCRETE, CLASS A	6.5
LUMP - LB SUPERSTR REINF STEEL	1,160

NOTE: SUPERSTRUCTURE QUANTITIES INCLUDE CONCRETE PARAPET EXTENSION AND REINFORCEMENT.

- NOTES:
- MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
 - COST FOR AND INSTALLATION OF DECK DRAIN PIPES SHALL BE INCLUDED IN THE OVERALL BID SUBMITTED.

BRIDGE NO. 1



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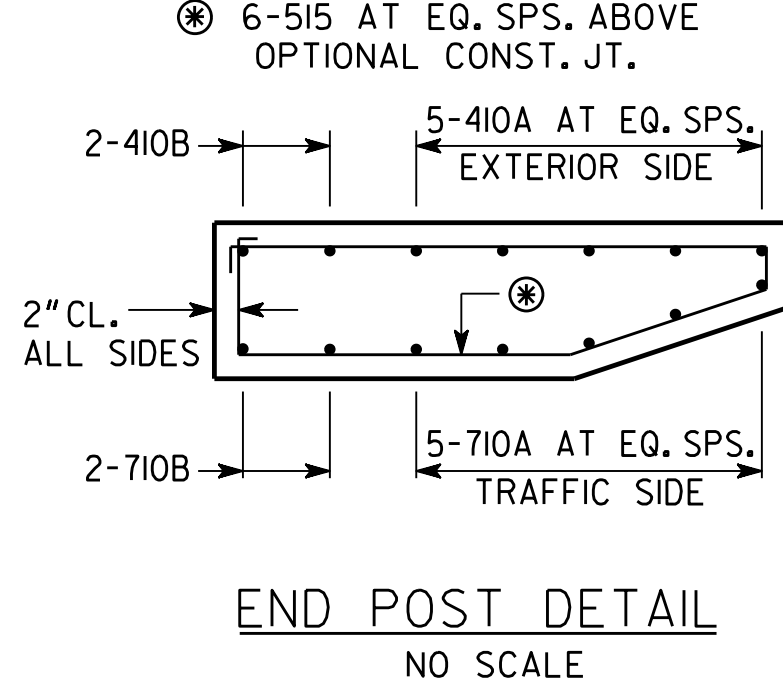
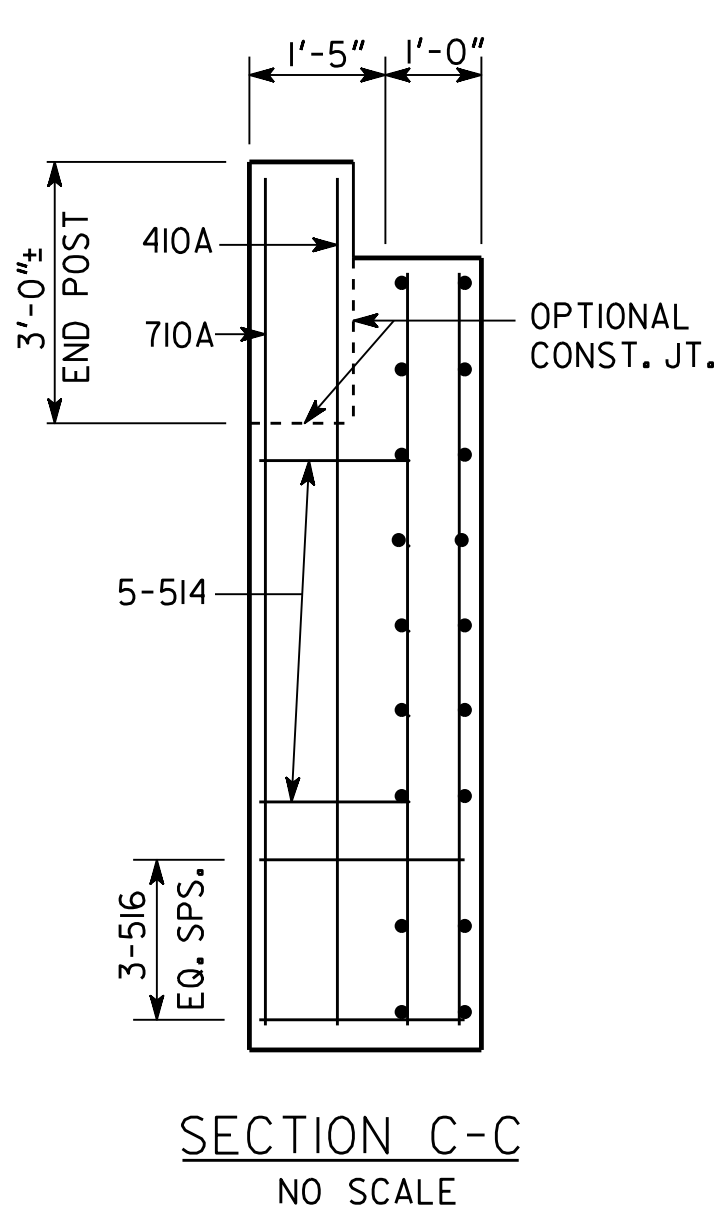
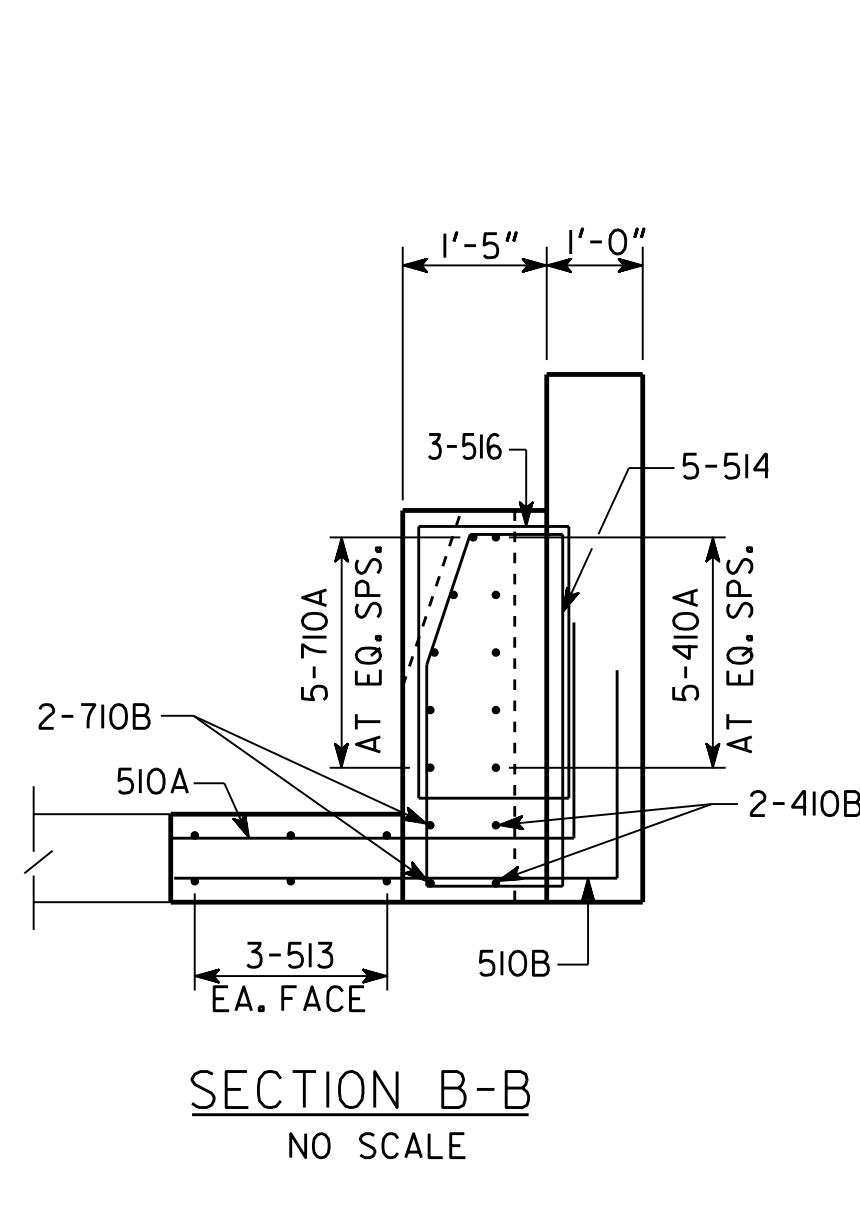
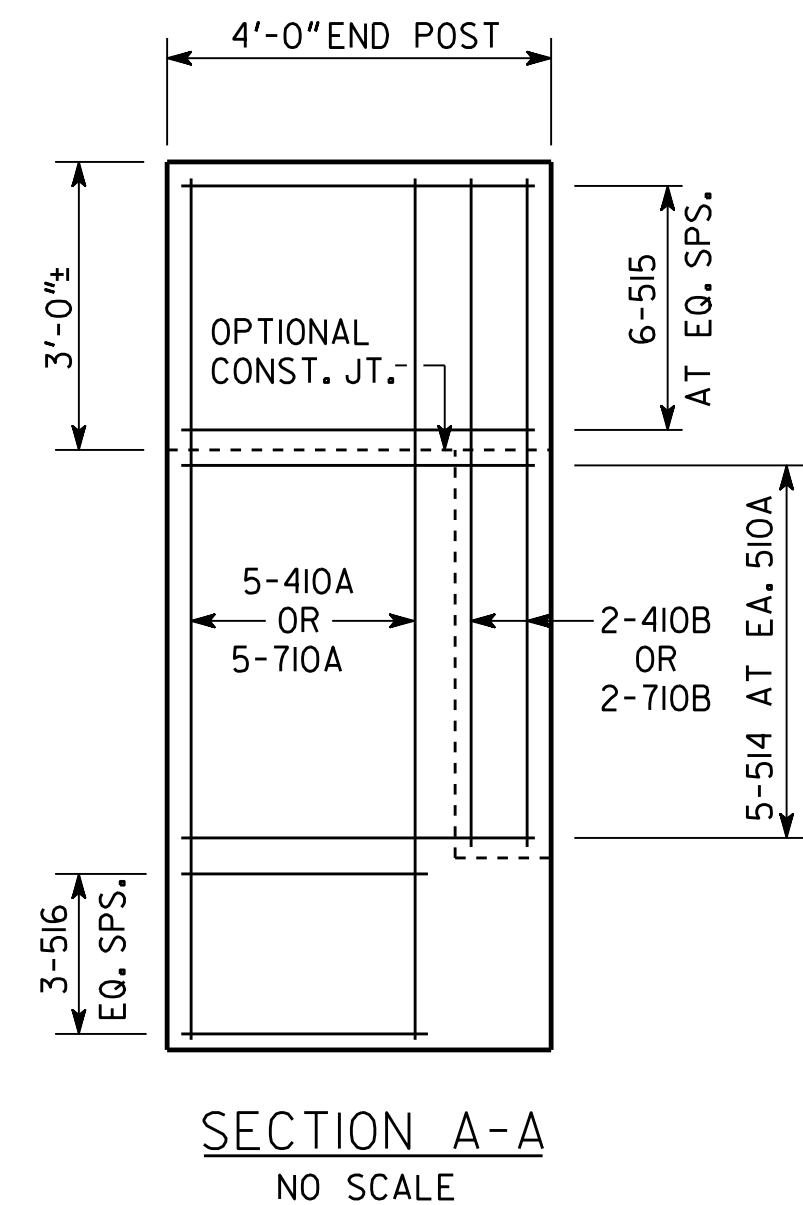
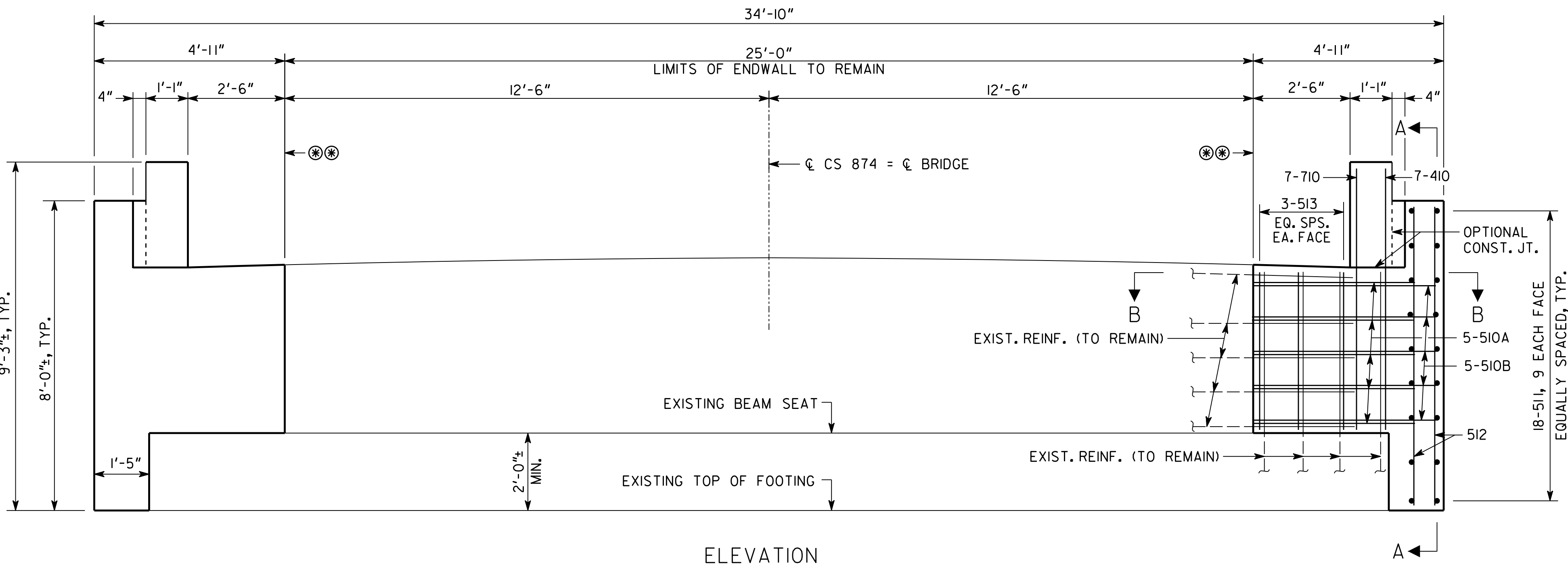
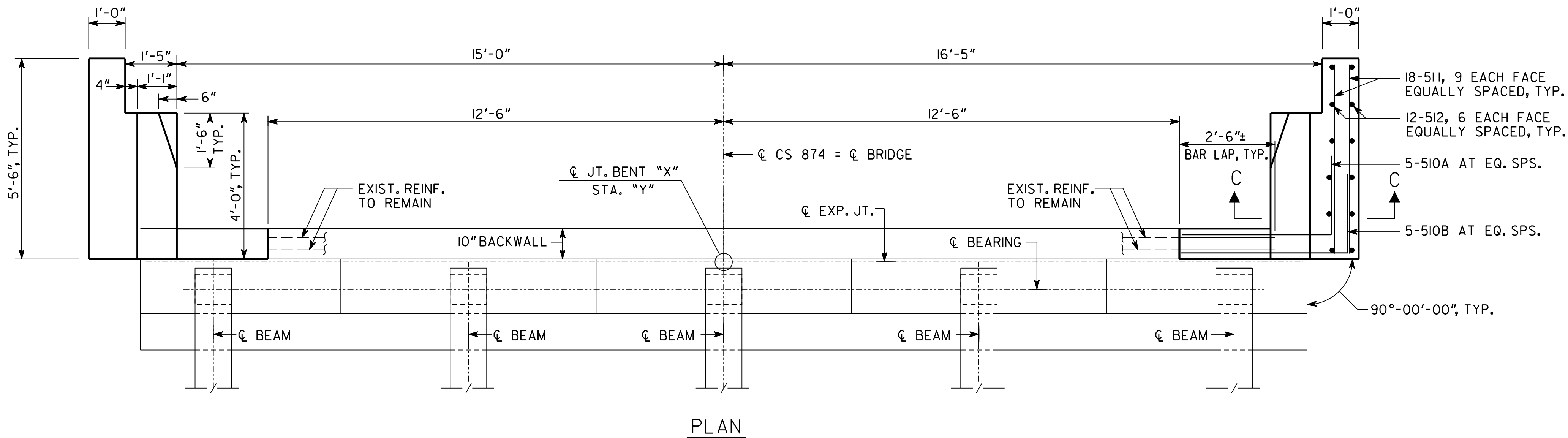
CITY OF DALTON
DEPARTMENT OF PUBLIC WORKS

DECK PLAN AND DECK SECTION
CHATTANOOGA AVENUE (CS 874) OVER MILL CREEK

WHITFIELD COUNTY

SCALE: 1/4" = 1'-0" (UNLESS NOTED OTHERWISE) JUNE 2019

DRAWING NO. 35-0003	DESIGNED SHG	CHECKED DESIGN GROUP	REVIEWED
BRIDGE SHEET 3 OF 5	DRAWN SHG	APPROVED	



SUBSTRUCTURE QUANTITIES		
ITEM	BENT 1	BENT 2
CY CLASS A CONCRETE	8.5	8.5
LB BAR REINF STEEL	1,145	1,145

NOTE: END POST CONCRETE QUANTITY INCLUDED IN SUBSTRUCTURE QUANTITIES.

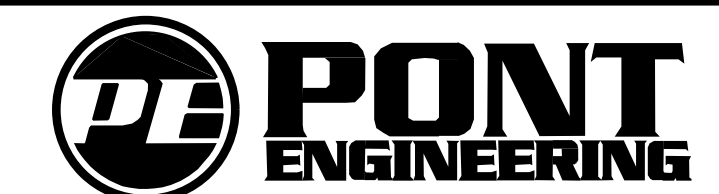
LOCATION	NO. OF LOC.	MARK	LENGTH FT. IN.	NO. BARS REQ'D	TYP. E	AG	B FT. IN.	C FT. IN.	D FT. IN.	E FT. IN.	F FT. IN.	H FT. IN.
SPAN 1	1											
		400	1-10	284	1							
		401	2- 2	142	2		0- 8	0- 9	0- 9			
		500	36- 2	16	1							
BENTS 1 OR 2	2											
		410A	8-11	10	1							
		410B	6-11	2	1							
		510A	6- 1	10	3		4- 1	2- 0				
		510B	6- 7	10	3		4- 7	2- 0				
		511	5- 2	36	1							
		512	7- 8	24	1							
		513	4- 2	12	1							
		514	11- 6	10	50	4 4	3- 8	1- 4	2- 4	0- 5	1- 4	1- 9
		515	9- 6	12	50	4 4	3- 8	1- 4	2- 4	0- 5	0- 4	0- 9
		516	9- 0	6	25	4 4	2- 8	1- 4				
		710A	8-11	10	1							
		710B	6-11	2	1							

LOCATIONS REQUIRING EPOXY INJECTION			
BENT	LOCATION	APPROX. LENGTH	APPROX. WIDTH
1	FACE OF END WALLS	6'	0.010" - 0.020"
	FACE OF BENT CAP	3'	0.010" - 0.020"
2	FACE OF END WALLS	6'	0.010" - 0.020"
	FACE OF BENT CAP	3'	0.010" - 0.020"

NOTES:

- REQUIRED 1" SAW CUT. CARE SHALL BE EXERCISED SO THAT THE EXISTING REINFORCEMENT IS NOT DAMAGED. ANY REINFORCEMENT DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT NO COST TO THE CITY OF DALTON.
- CLEAN ALL EXPOSED REINFORCING STEEL OF RUST AND CORROSIVE PRODUCTS INCLUDING OIL, DIRT, CONCRETE FRAGMENTS, LOOSE SCALE AND ANY OTHER COATING THAT WOULD DESTROY OR INHIBIT THE BOND WITH THE CONCRETE.
- MAINTAIN 2" CLEARANCE ON ALL REINFORCEMENT UNLESS NOTED OTHERWISE.
- COST OF REINFORCEMENT SHALL BE INCLUDED WITH PRICE BID FOR PAY ITEM 511-1000, BAR REINF STEEL.
- COST OF CONCRETE SHALL BE INCLUDED WITH PRICE BID FOR PAY ITEM 500-3101, CLASS A CONCRETE.
- CONCRETE REMOVAL AT BACKWALL AND WINGWALL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 540-1202, REMOVAL OF PARTS OF EXISTING BRIDGE.
- SEE GA. STD. 3054 FOR GUARDRAIL ATTACHMENT AND END POST DETAILS. MODIFY STANDARD TO DELETE BARS P401, P501 AND P701.

BRIDGE NO. 1



401 Augusta Drive
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CITY OF DALTON
DEPARTMENT OF PUBLIC WORKS

BACKWALL & WINGWALL EXT. AND REPAIRS
CHATTANOOGA AVENUE (CS 874) OVER MILL CREEK

WHITFIELD COUNTY

SCALE: 1/2" = 1'-0" (UNLESS NOTED OTHERWISE)

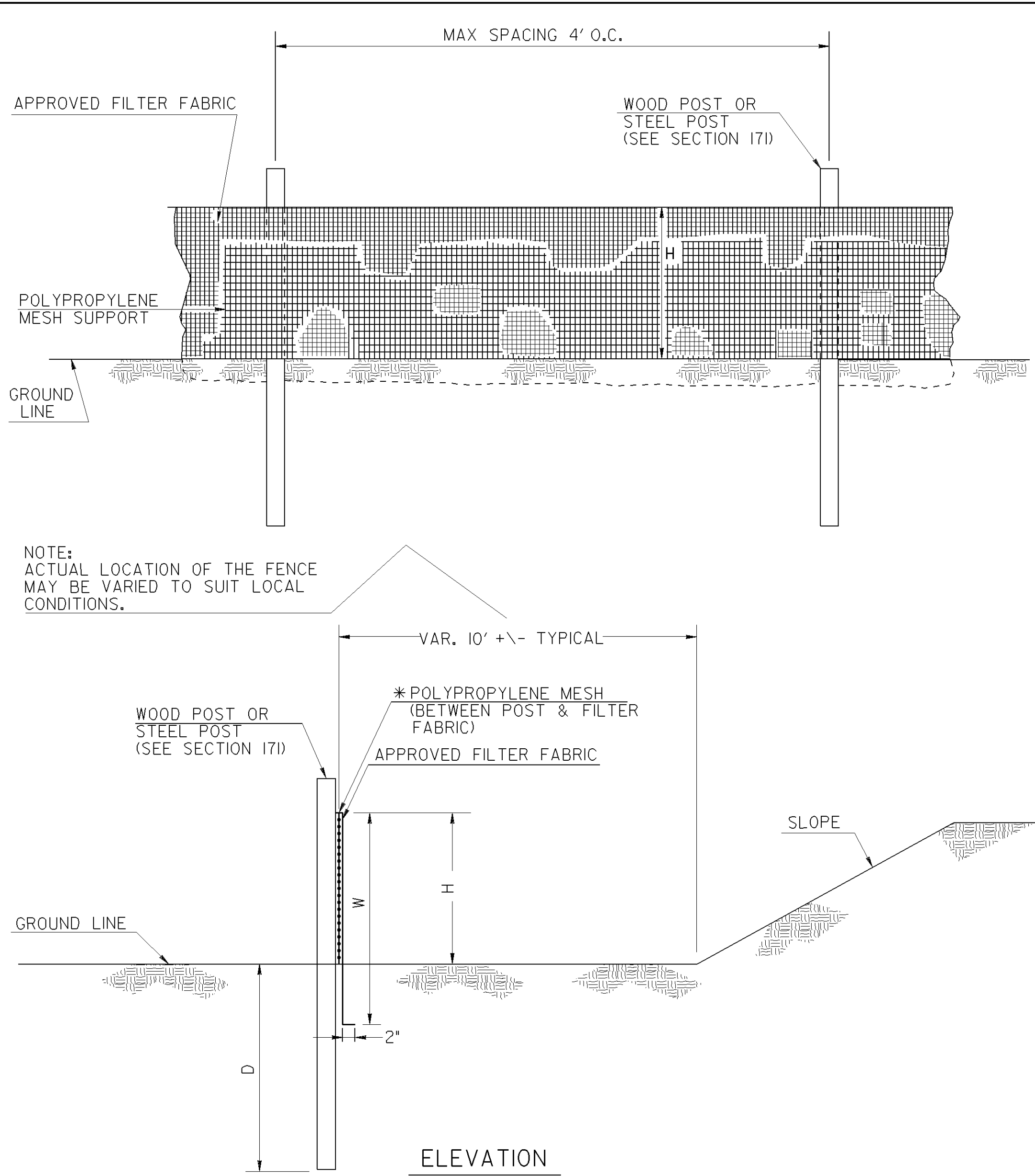
JUNE 2019

DRAWING NO.
35-0005
BRIDGE SHEET
5 OF 5

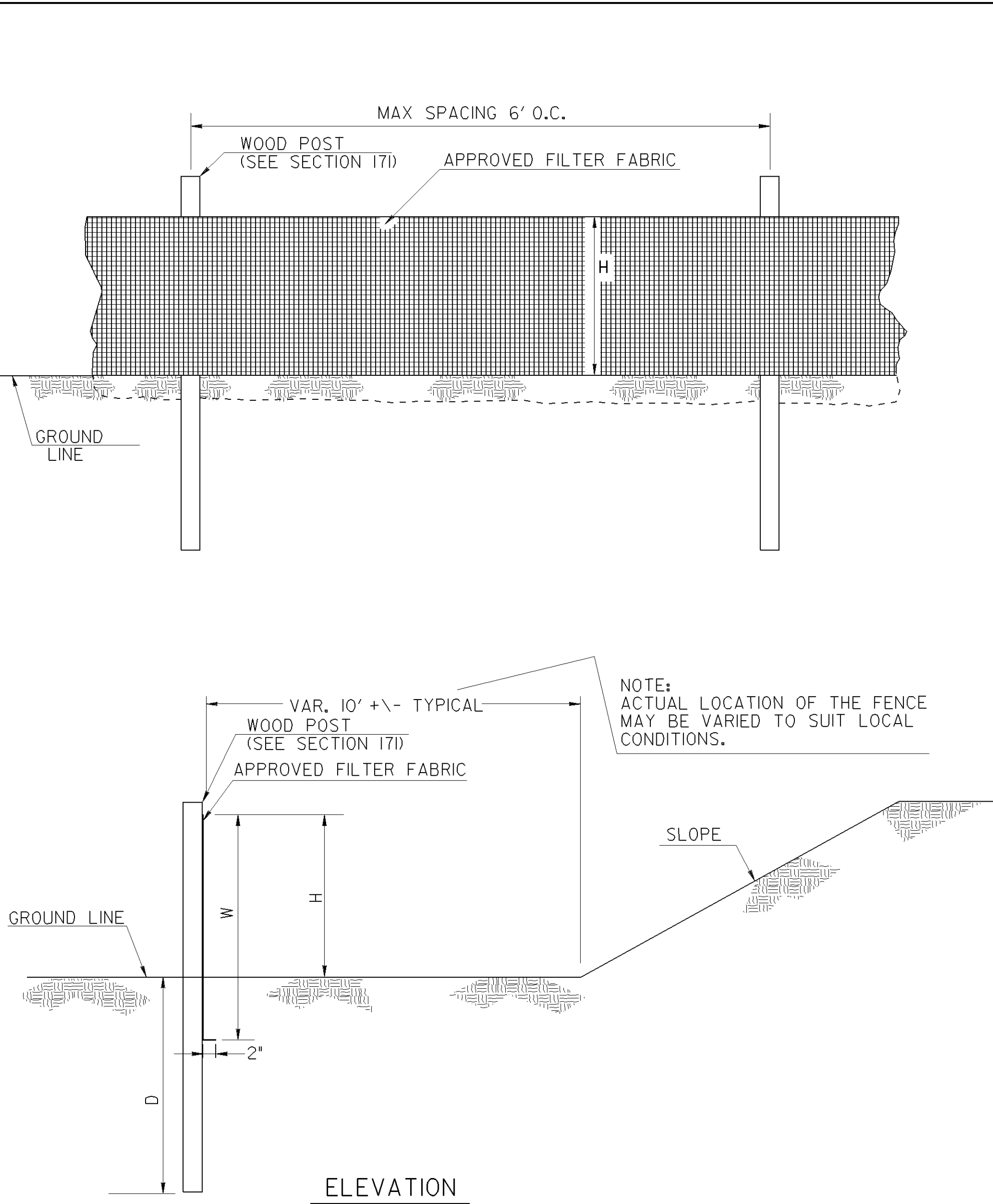
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DESIGN GROUP

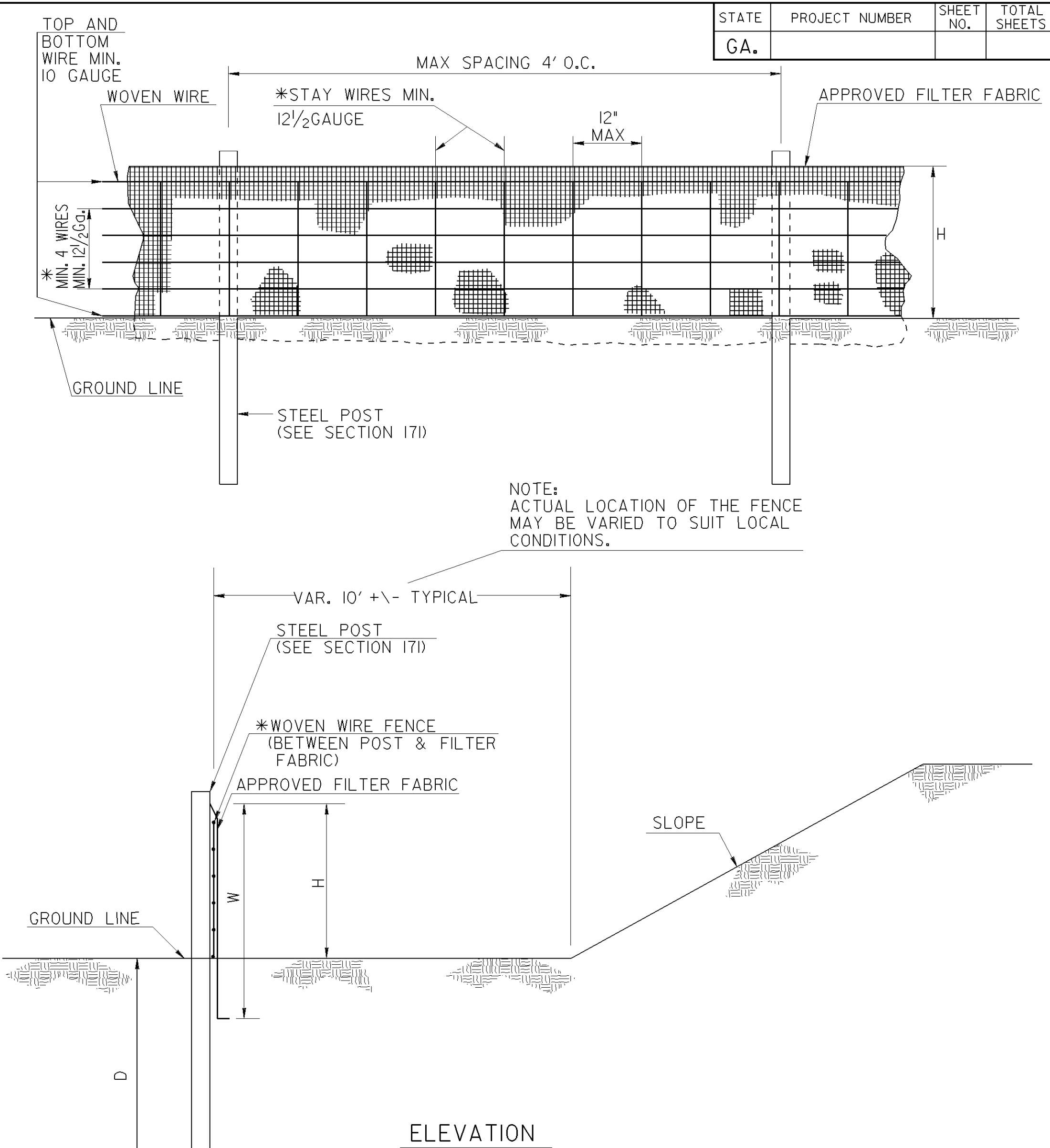
REVIEWED
APPROVED



SINGLE ROW TYPE C SILT FENCE WITH POLYPROPYLENE MESH SUPPORT



SINGLE ROW TYPE A SILT FENCE



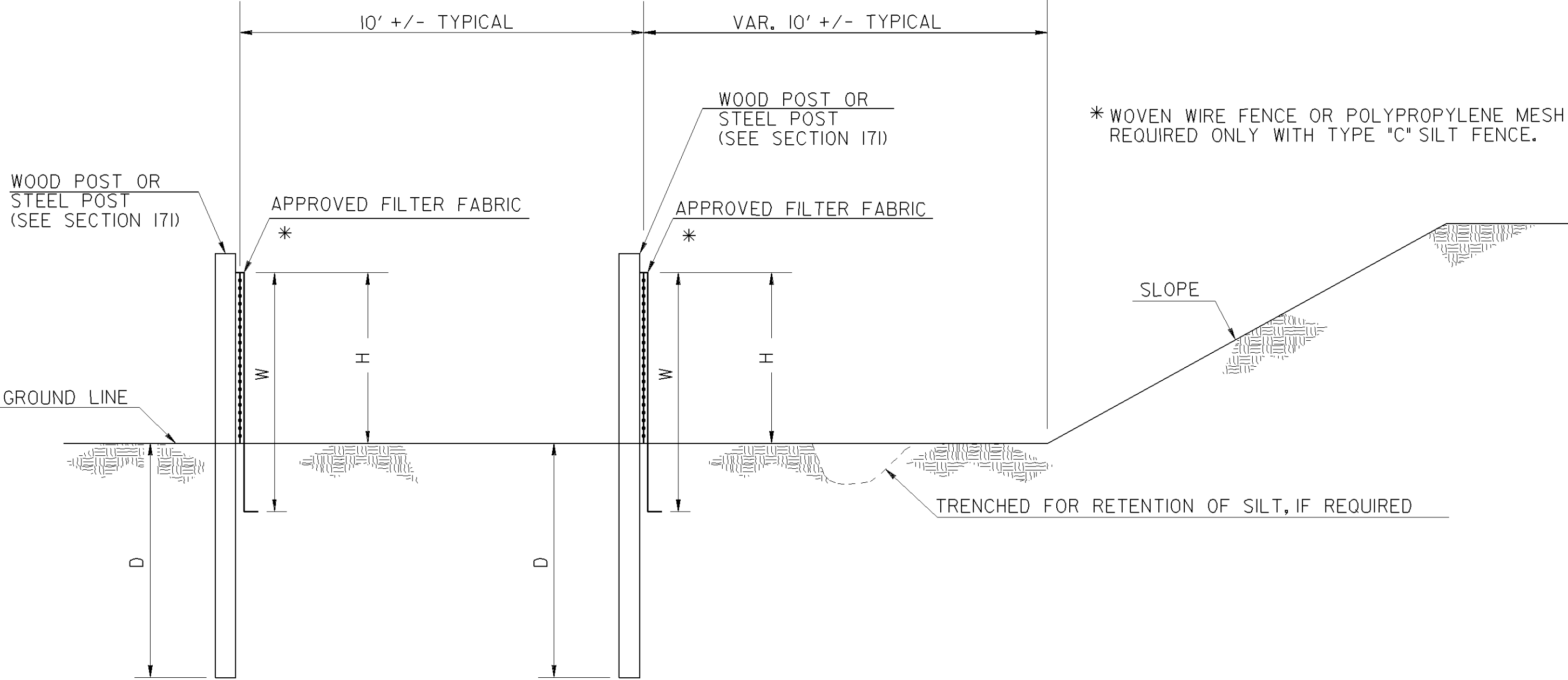
SINGLE ROW TYPE C SILT FENCE WITH WOVEN WIRE SUPPORT

FENCE TYPE	POST LENGTH	H	D	W	TYPICAL USES
TYPE "A"	4 FT.	2'-4"	1'-6"	3'-0"	
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.

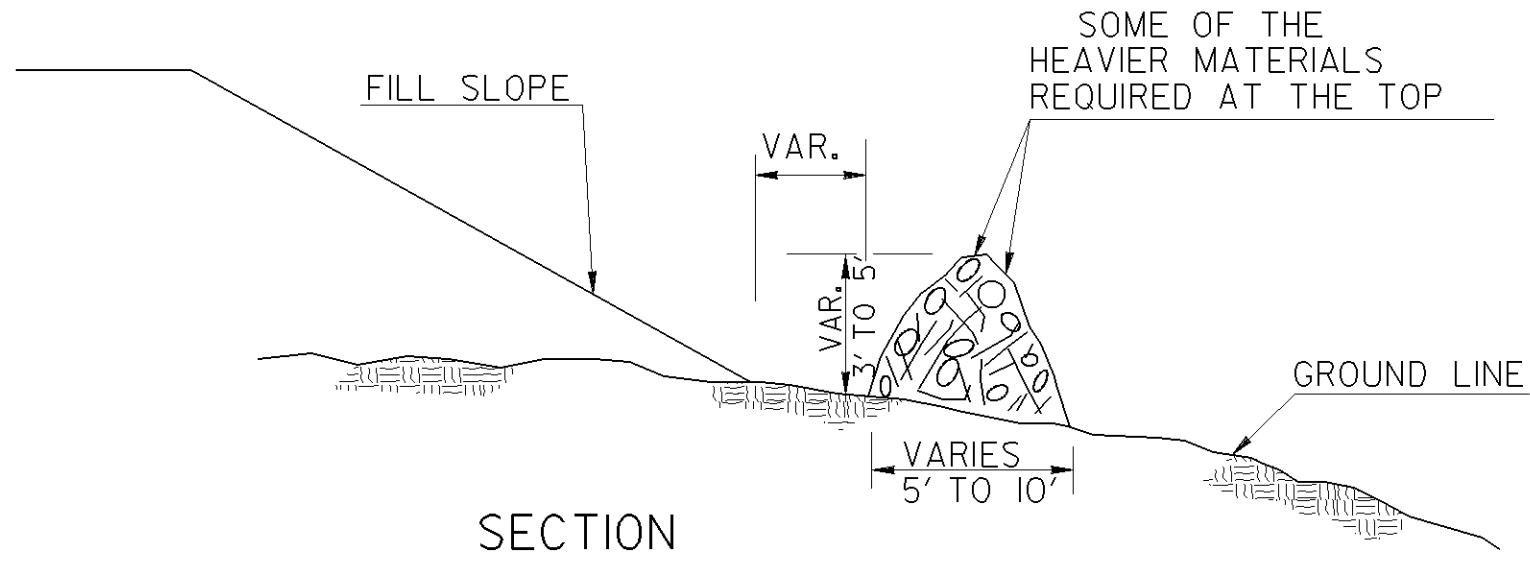
	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA
	REVISION	CONSTRUCTION DETAILS TEMPORARY SILT FENCE
	BY	NO SCALE REV. AND REDRAWN JAN. 2011
		NUMBER D-24A (SHEET 1 OF 4)

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS

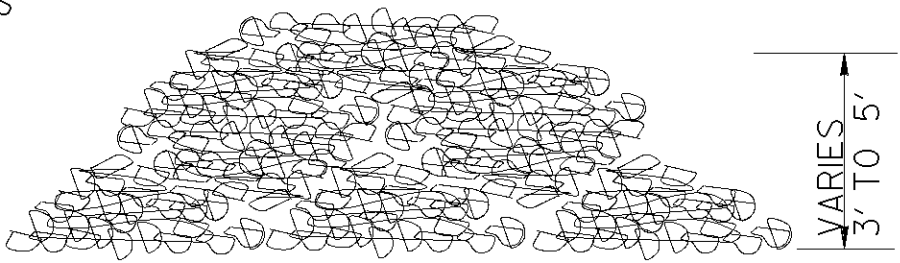


ELEVATION
DOUBLE ROW SILT FENCE

FENCE TYPE	POST LENGTH	H	D	W	TYPICAL USES
TYPE 'A'	4 FT.	2'-4"	1'-6"	3'-0"	
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.

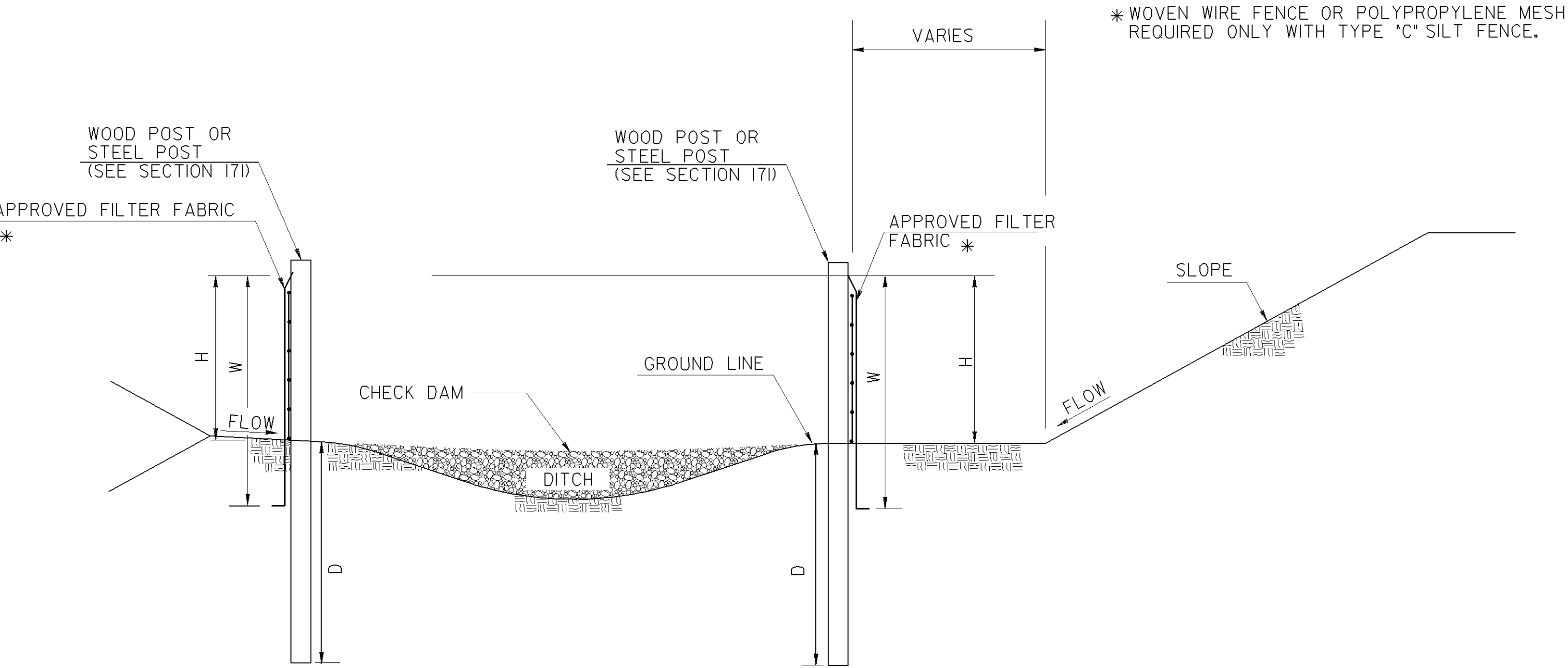


NOTE: INTERMINGLE BRUSH, LOGS, ETC. SO AS NOT TO FORM A SOLID DAM.



FRONT VIEW
NOTE: BRUSH BARRIER(S) WILL BE INCLUDED IN PAYMENT FOR CLEARING & GRUBBING.

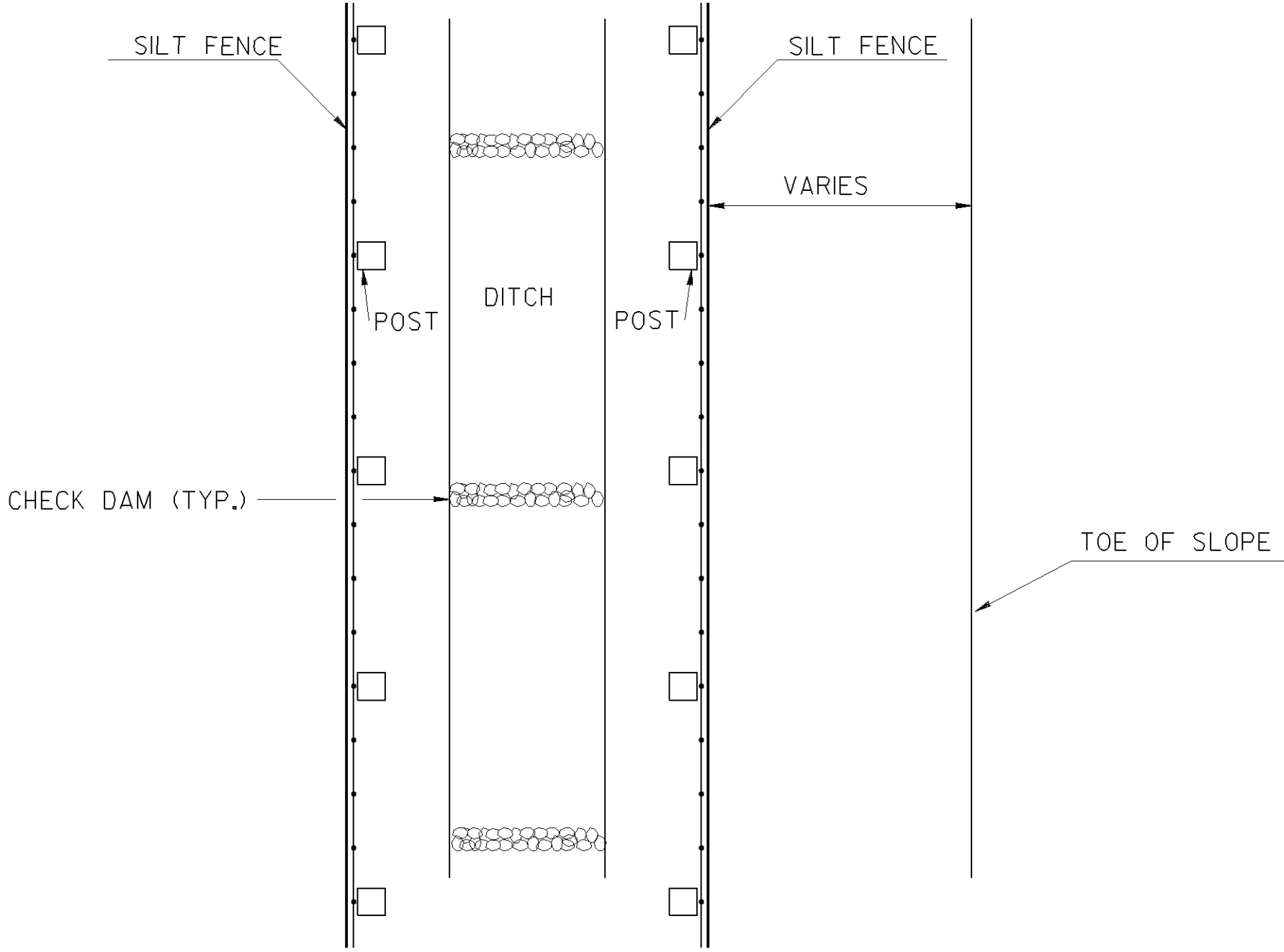
BRUSH BARRIER DETAILS
(FOR USE IN RURAL AREAS)



ELEVATION

SILT FENCE
PERIMETER INSTALLATION ALONG DITCH SECTION

FENCE TYPE	POST LENGTH	H	D	W	TYPICAL USES
TYPE 'A'	4 FT.	2'-4"	1'-6"	3'-0"	
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.

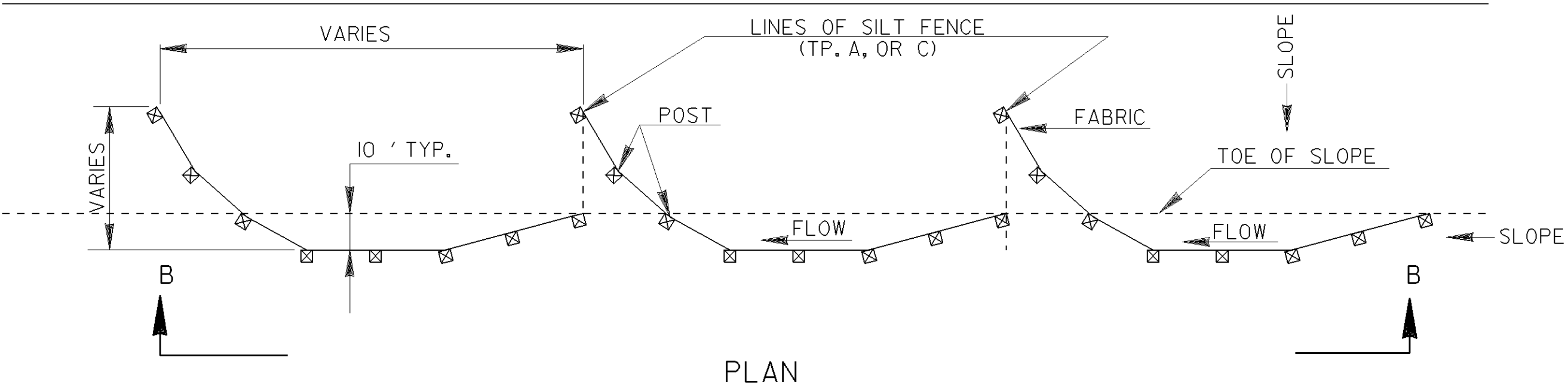
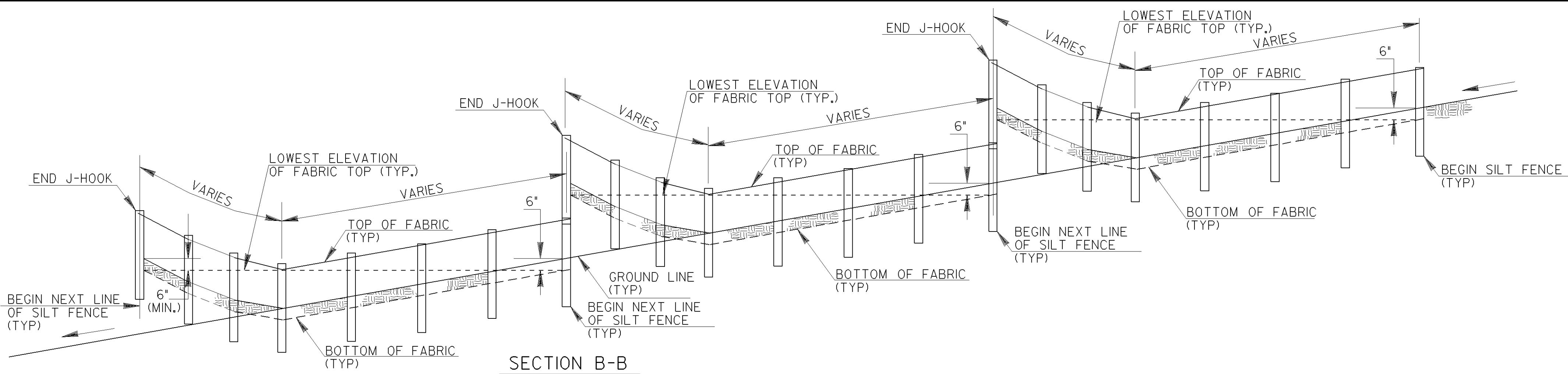


PLAN

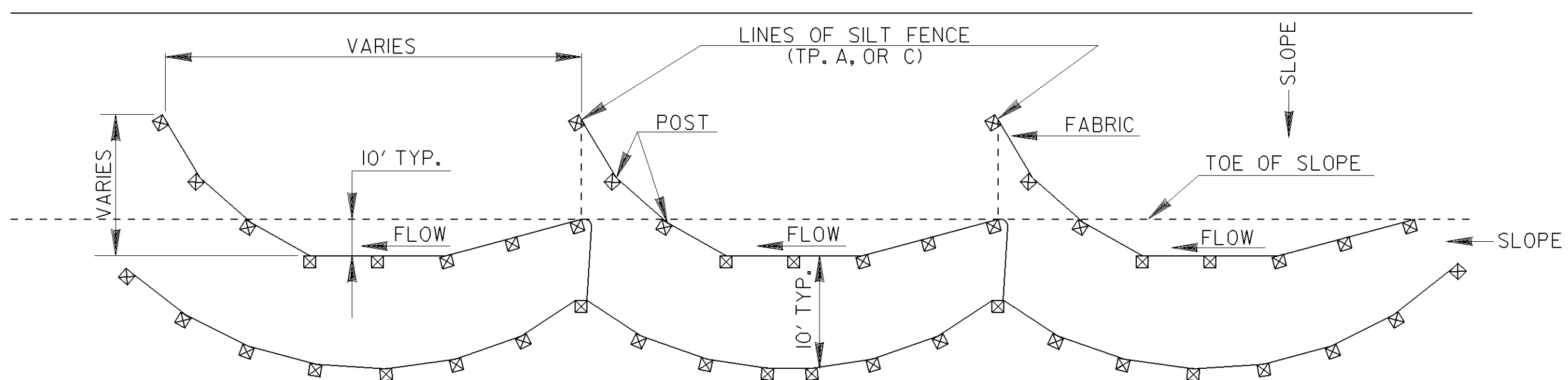
NOTE: TEMPORARY SILT FENCE SHALL NOT BE PLACED WITHIN STATE WATERS.

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

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



SINGLE ROW SILT FENCE

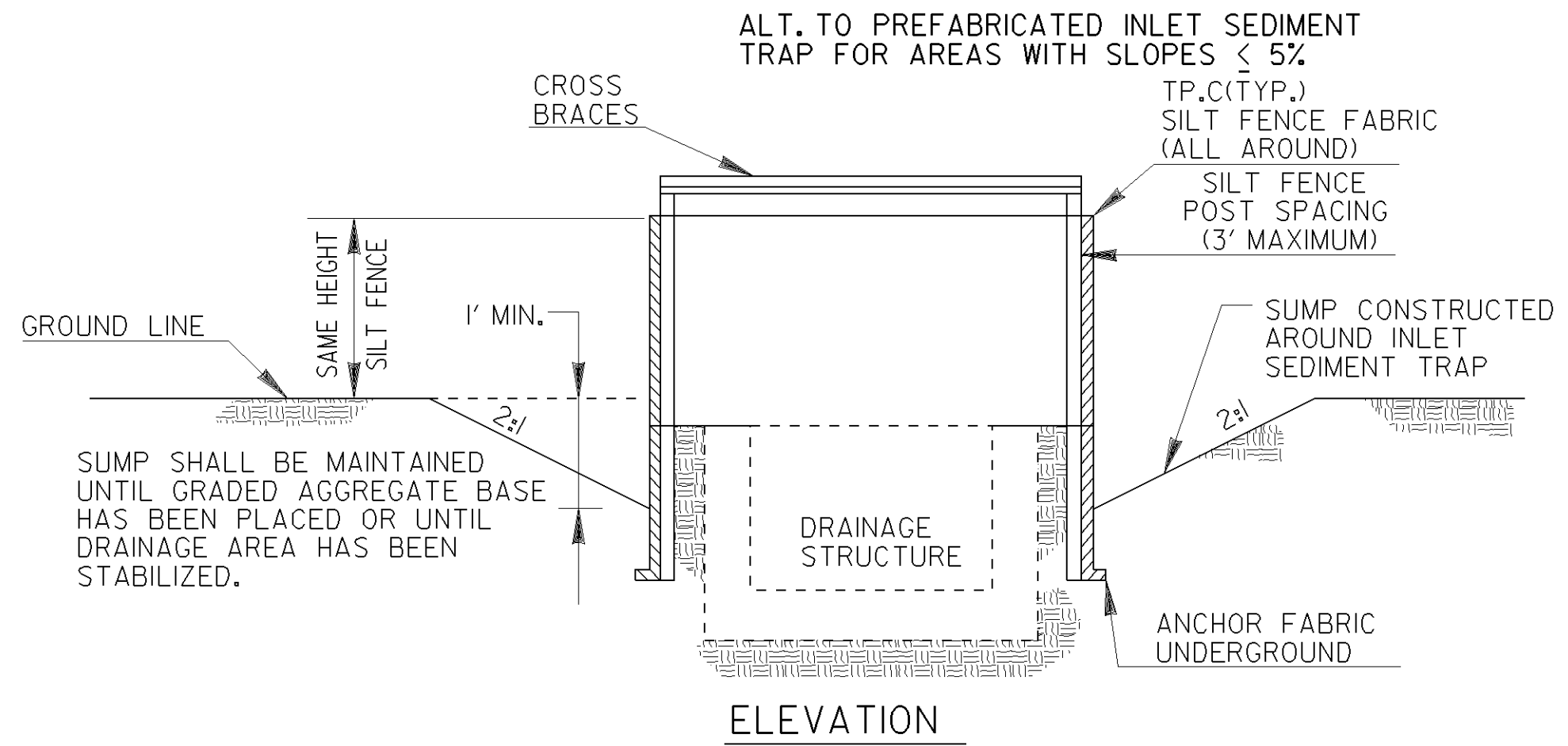


DOUBLE ROW SILT FENCE

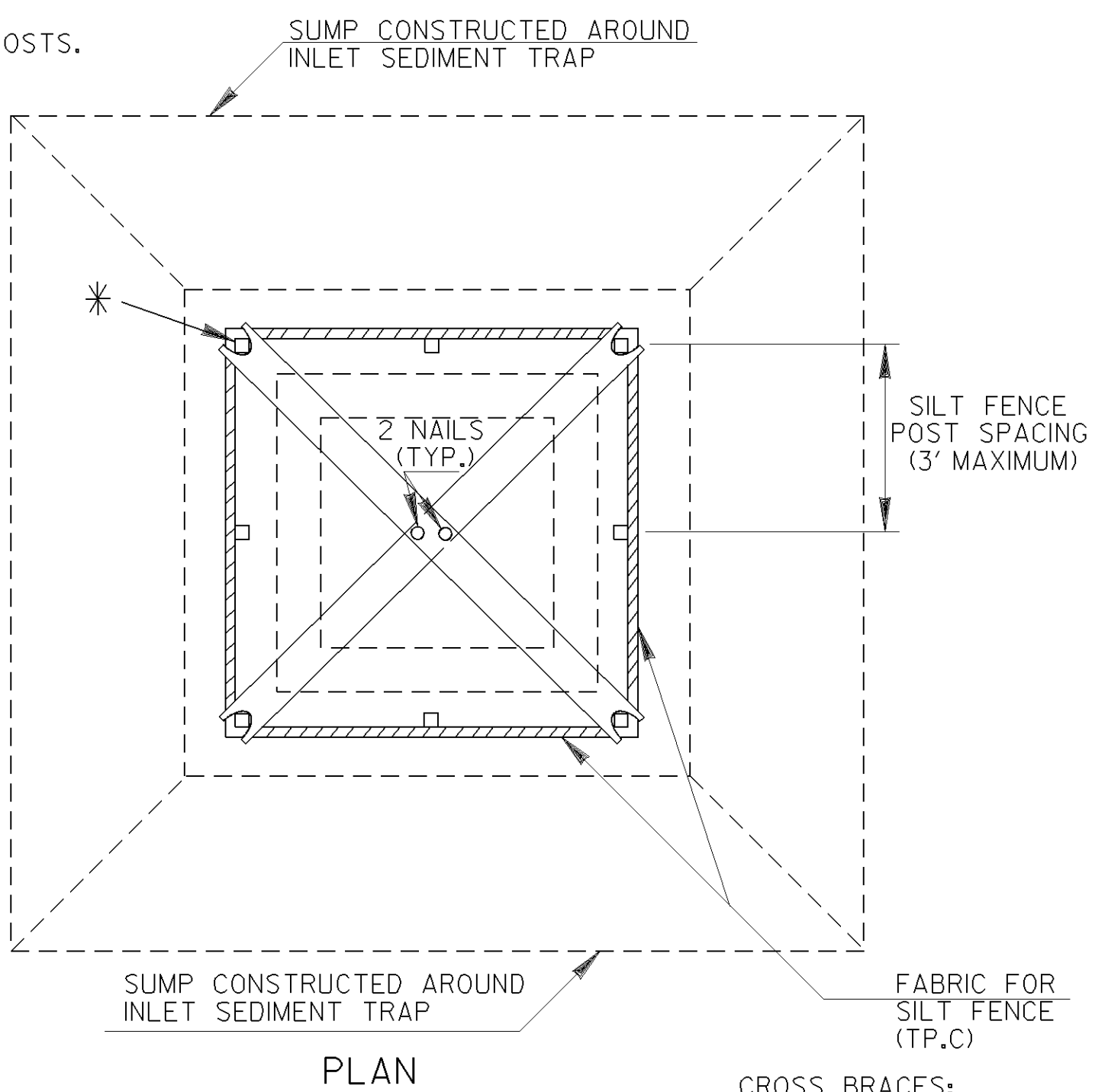
TYPICAL J HOOK SPACING		
SLOPE PERCENT	TYPE OF SILT FENCE	MINIMUM SPACING (FEET)
1% TO 2%	TYPE A	100' ±
2% TO 3%	TYPE A	50' ±
3% TO 4%	TYPE C	50' ±
4% TO 5%	TYPE C	25' ±

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.

TYPICAL LOCATION AROUND DROP INLETS



* CROSS BRACING REQUIRED WHEN USING "ALTERNATE" TYPE C PRODUCTS WHICH USE WOOD POSTS.

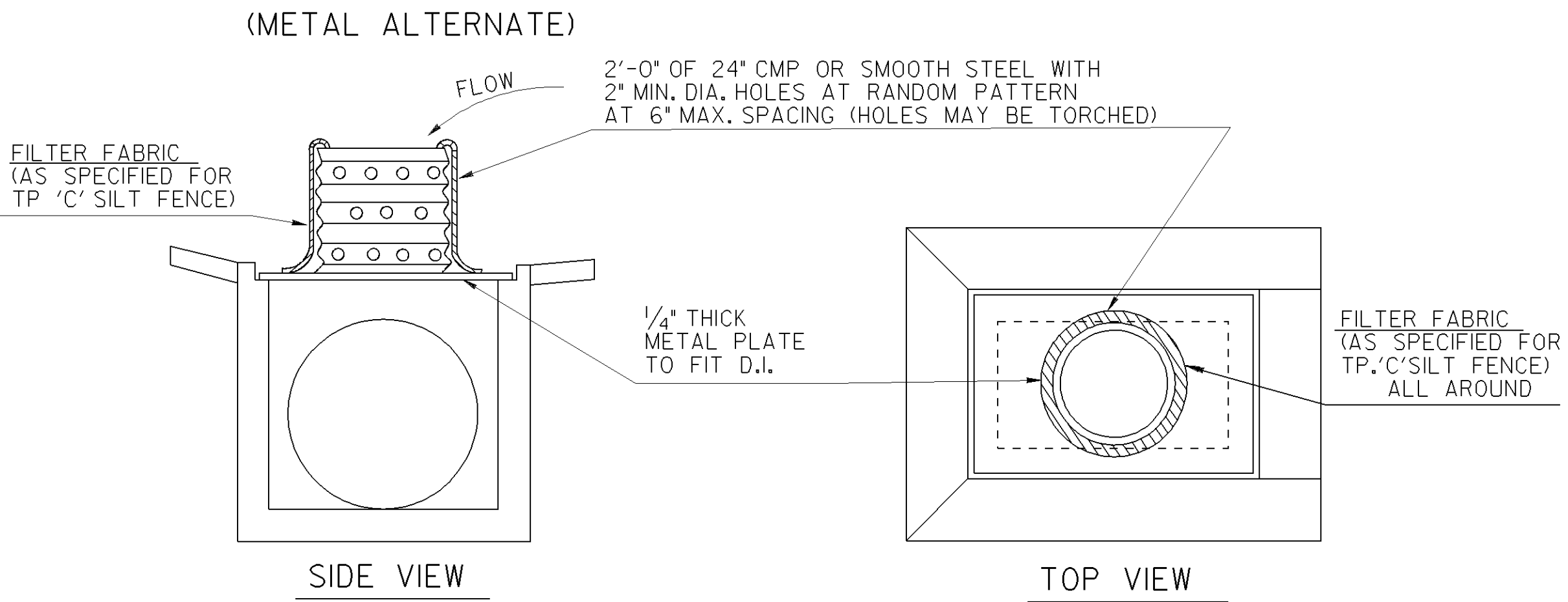
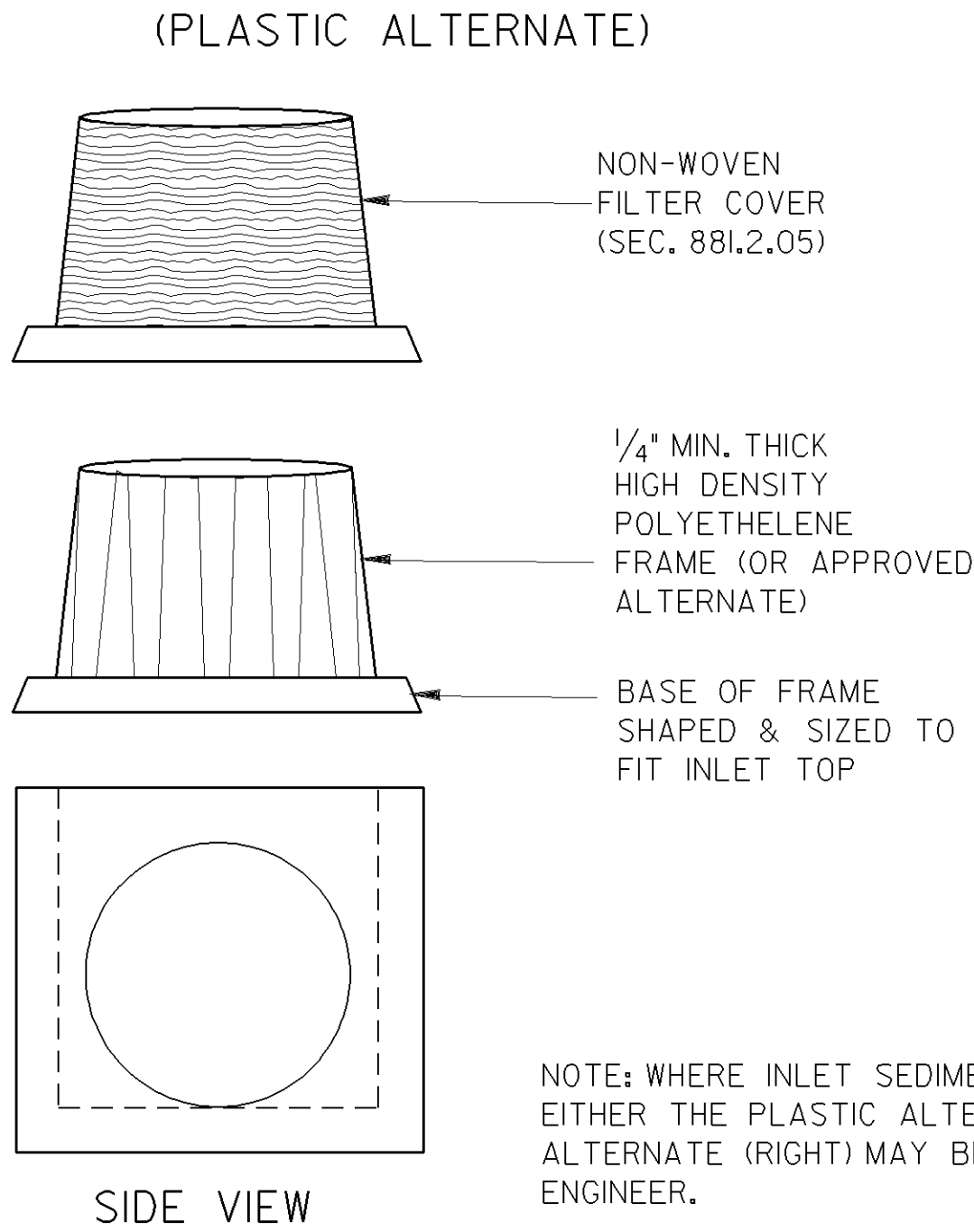


NOTE:
THE DRAINAGE AREA ENTERING THE INLET SEDIMENT TRAP SHALL BE NO GREATER THAN ONE ACRE.

TYPICAL CONSTRUCTION SEQUENCE FOR INLET SEDIMENT TRAP ALTERNATE

1. EXCAVATE APPROXIMATELY 4" TO 6" BELOW THE TOP OF THE INLET STRUCTURE.
2. PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURING PROPER SEATING OF FRAME TO STRUCTURE.
3. SLIDE THE FILTER OVER THE FRAME.
4. FILL THE FILTER POCKETS WITH SOIL, #57 GRAVEL OR EQUIVALENT. THE FILTER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND INLET STRUCTURE.
5. BACK FILL AROUND THE FRAME AND FILTER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION; HOWEVER, BACK FILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.

NOTE:
INLET SEDIMENT TRAP ALTERNATE SHALL BE AS APPROVED BY THE GA. D.O.T. OFFICE OF MATERIALS & RESEARCH. DETAILS & SPECIFICATIONS NOT SHOWN ARE PER THE MANUFACTURER'S REQUIREMENTS.



INLET SEDIMENT TRAP - FOR DROP INLETS

NOTE:
INLET SEDIMENT TRAP AND INLET TO BE BUILT CONTINUOUS WITH PIPE

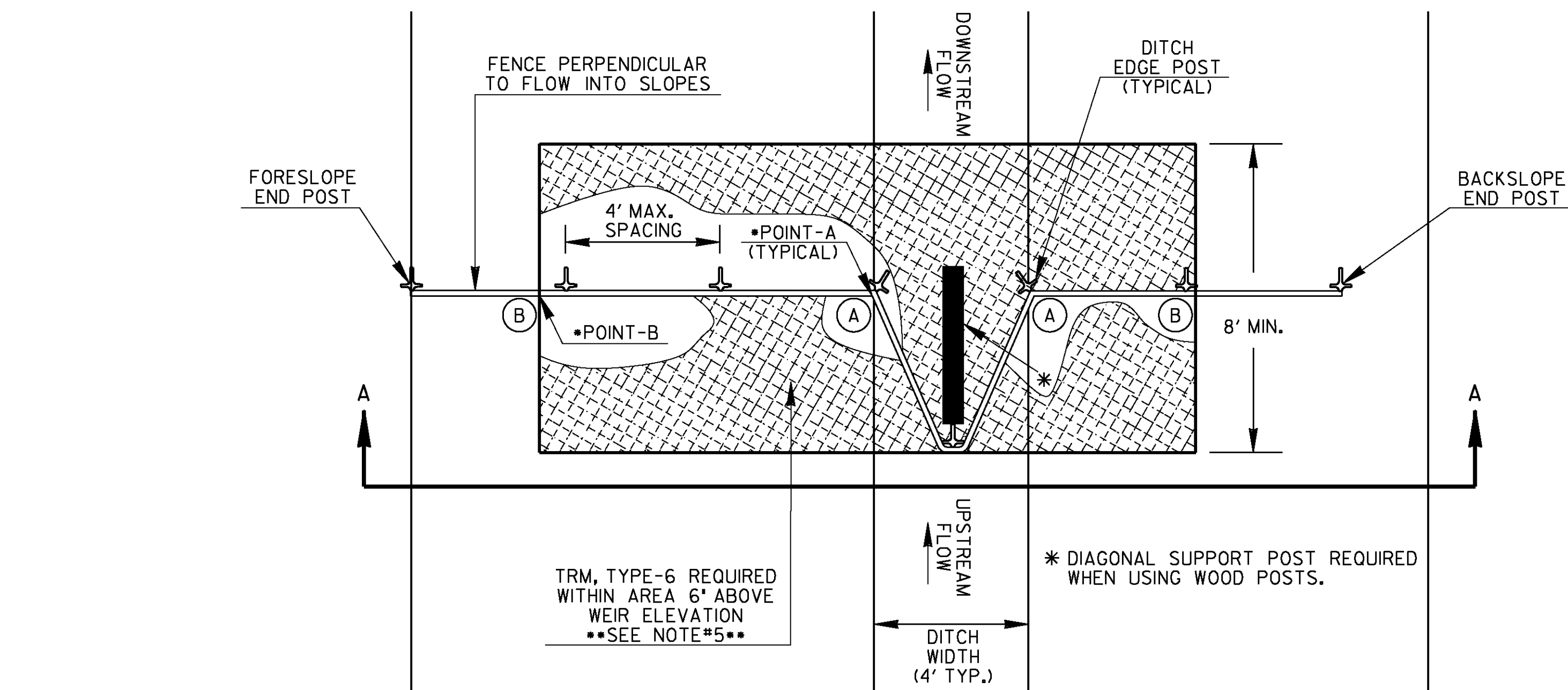
NOTE:
PAYMENT AS INLET SEDIMENT TRAP PER EACH

NOTE:
SEE SEPARATE DETAILS FOR SILT FENCE AROUND DROP INLETS.

NOTE:
PAYMENT AS INLET SEDIMENT TRAP PER EACH.

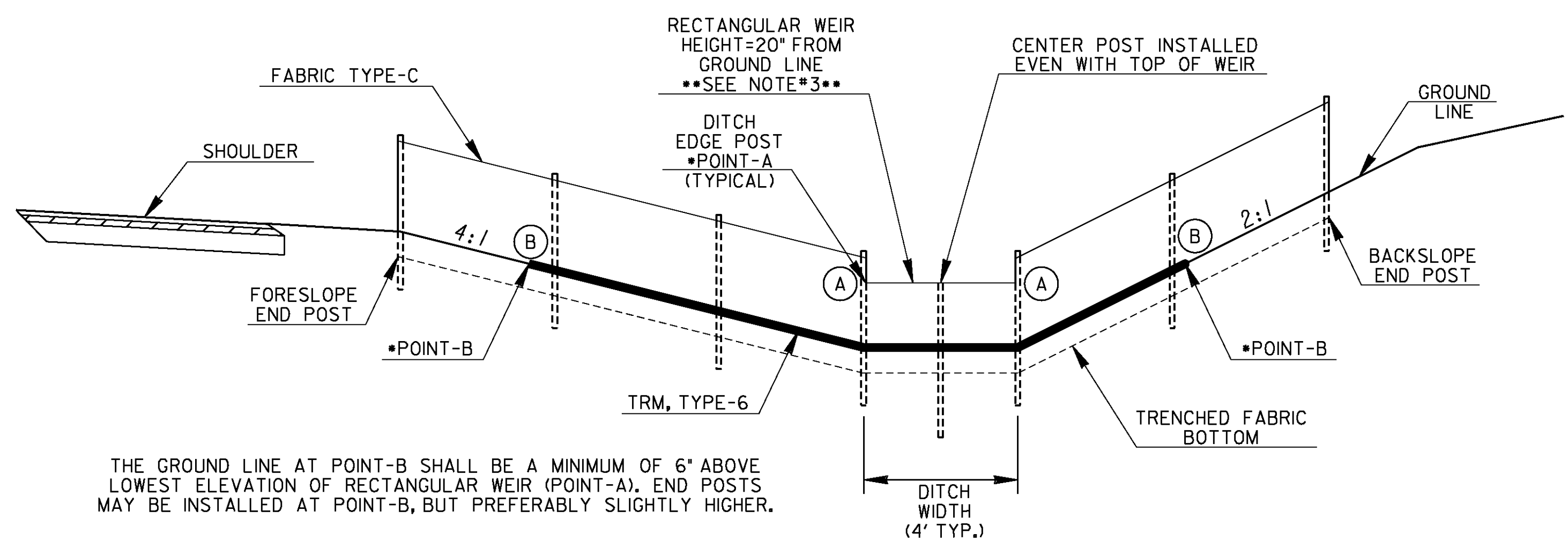
NOTE:
SEE SEPARATE SHEET ENTITLED "TEMPORARY SILT FENCE DETAILS" FOR SILT FENCE ERECTION DETAILS.

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



PLAN VIEW

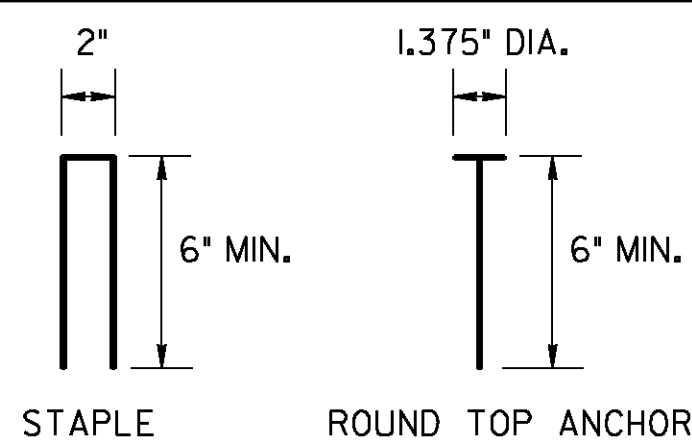
TYPICAL FABRIC CHECK DAM SPACING	
GRADE OF DITCH	MINIMUM SPACING (FEET)
LESS THAN 1%	100' ±
1% TO 3%	75' ±
3% TO 6%	50' ±
6% TO 8%	25' ±



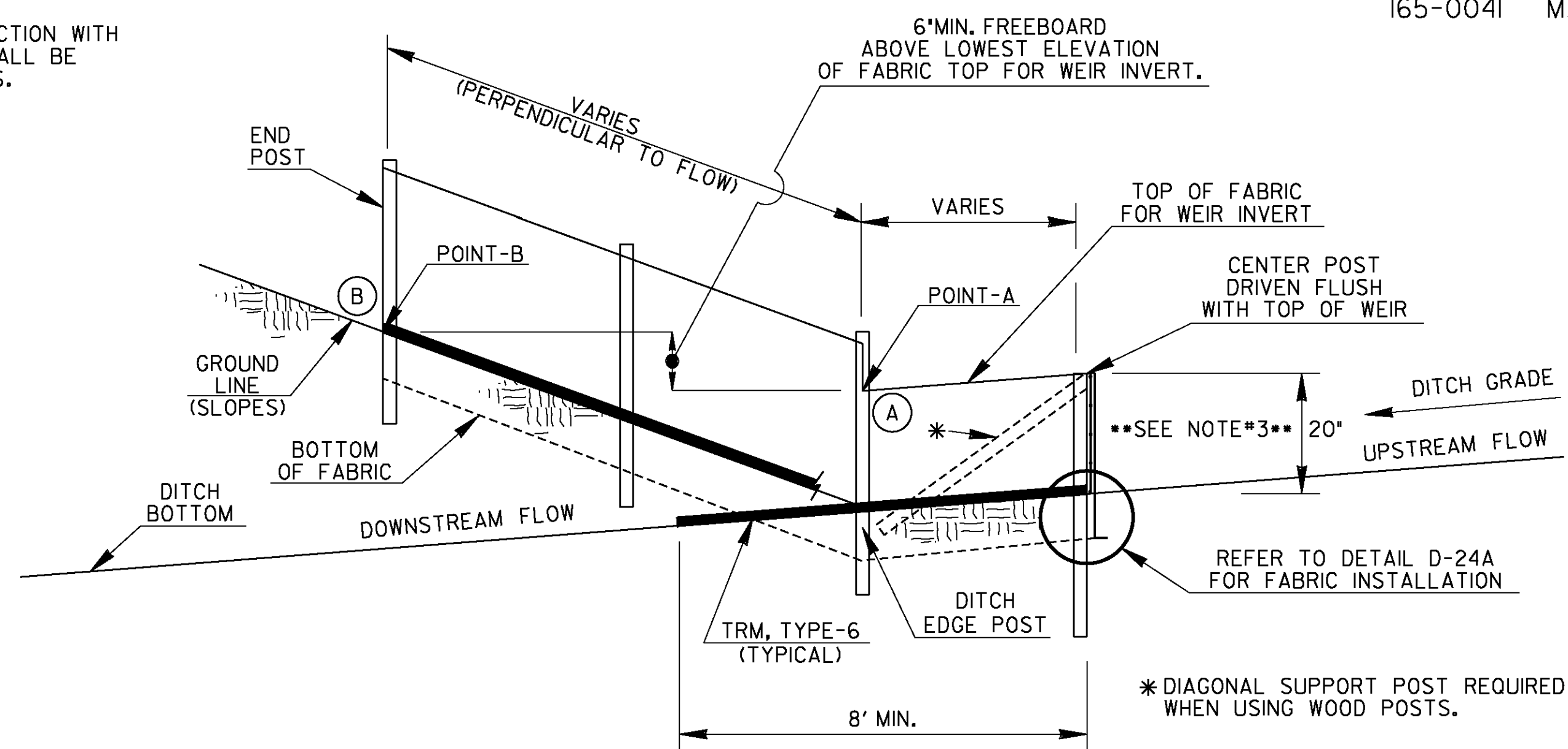
SECTION A-A

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.



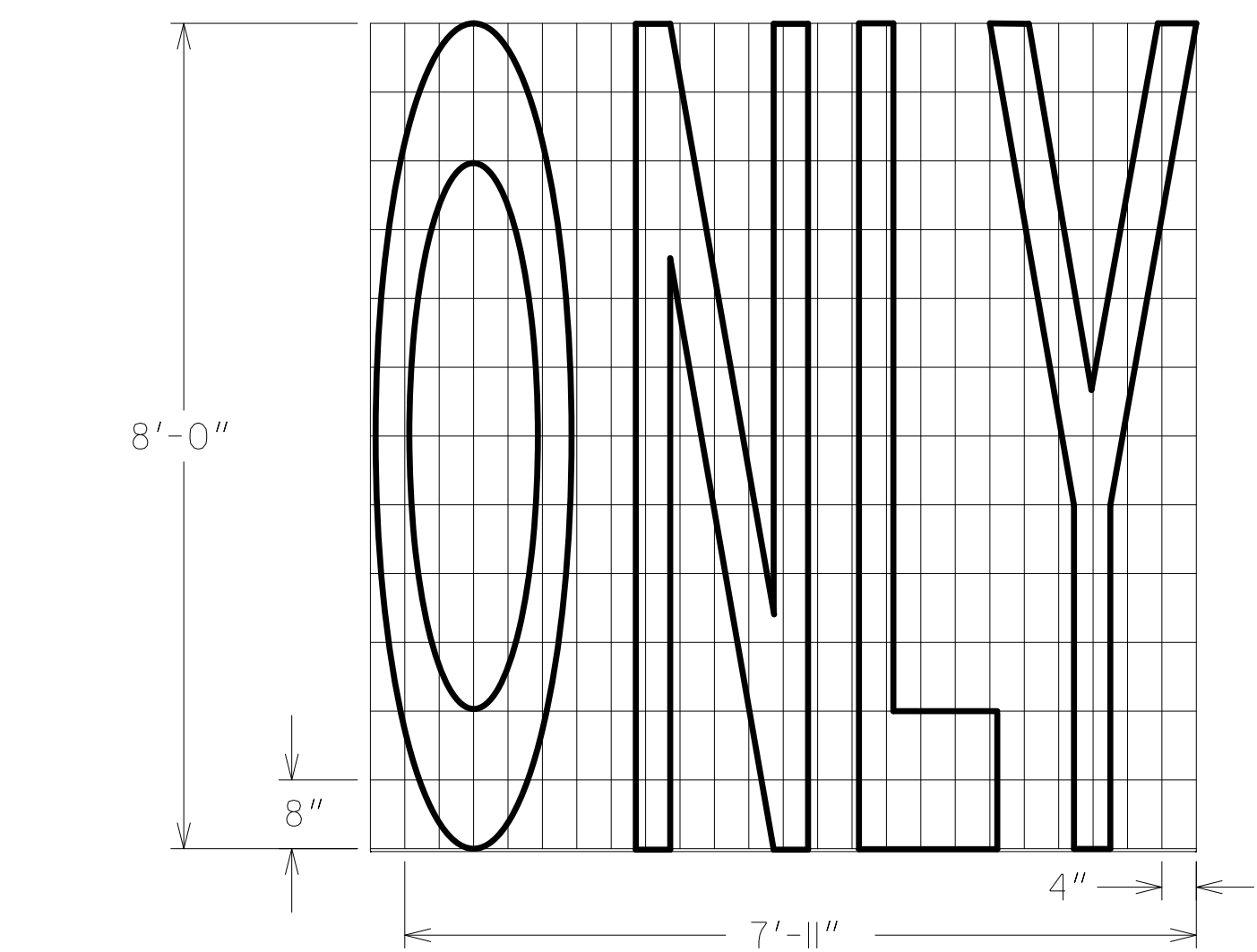
NOTES:

- 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.

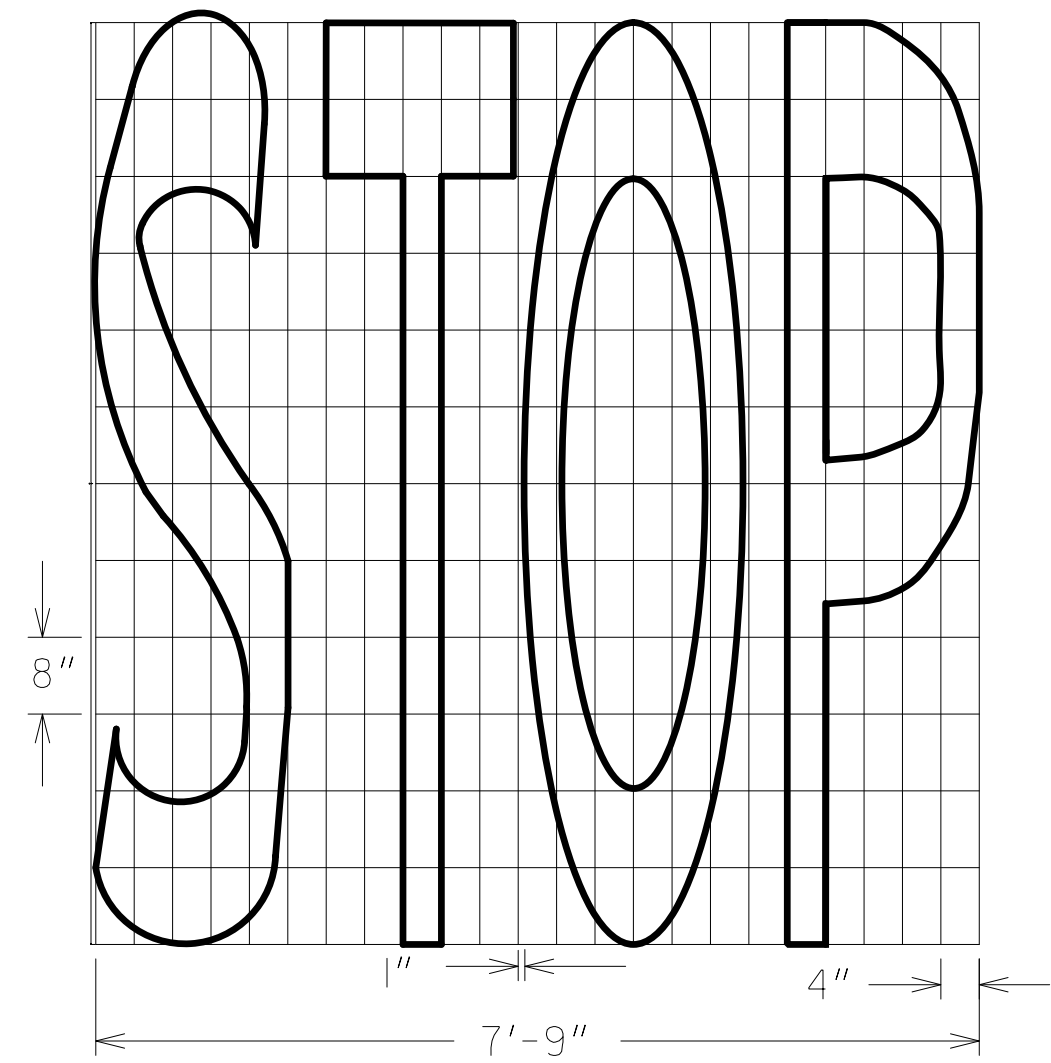
PAY ITEMS:

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

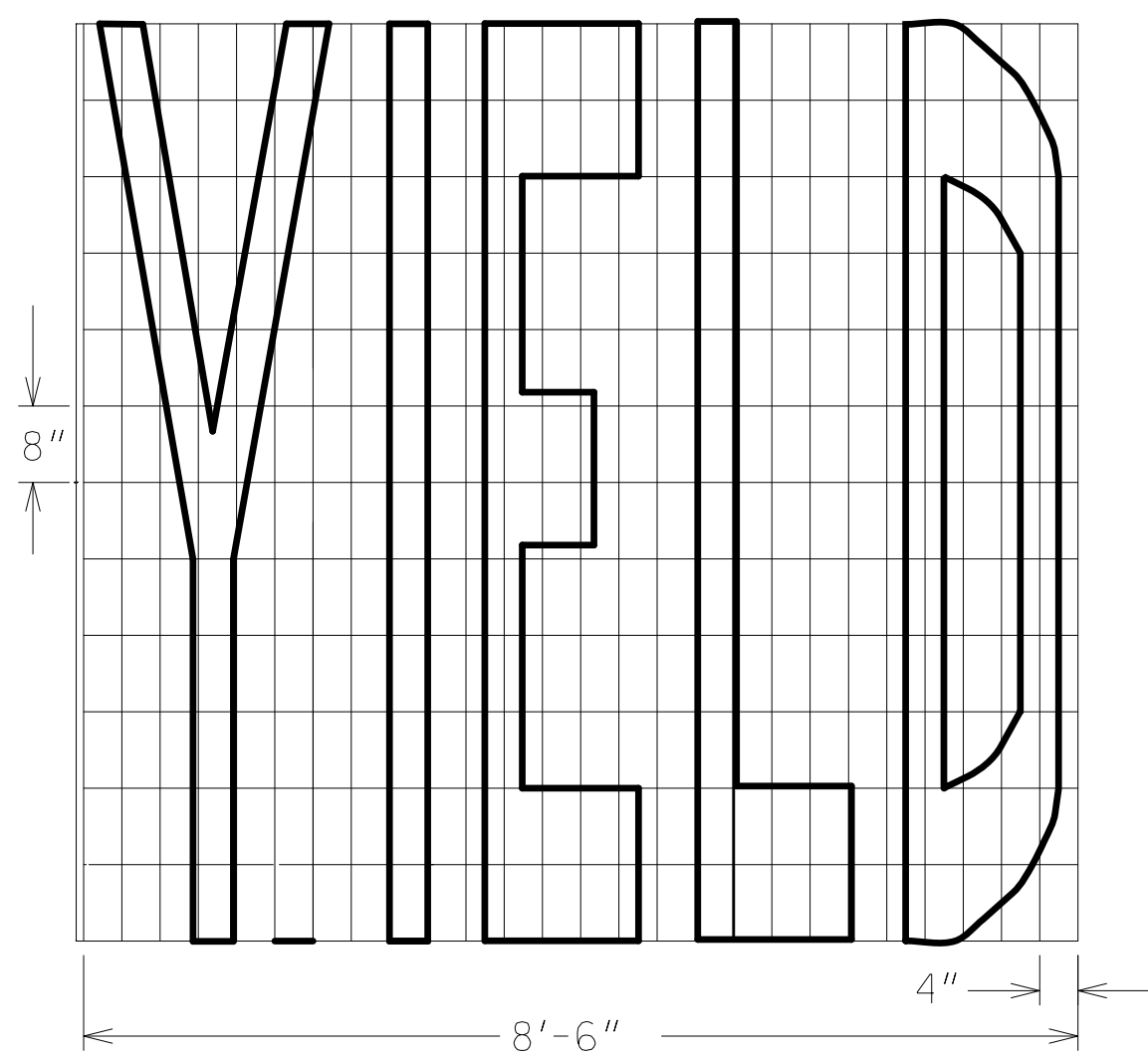
DATE	DEPARTMENT OF TRANSPORTATION		
	STATE OF GEORGIA		
REVISION	CONSTRUCTION DETAILS		
	TEMPORARY SILT FENCE		
BY	FABRIC CHECK DAM		
	NO SCALE REV. AND REDRAWN, JULY 2015		
			NUMBER D-24D (SHEET 4 OF 4)



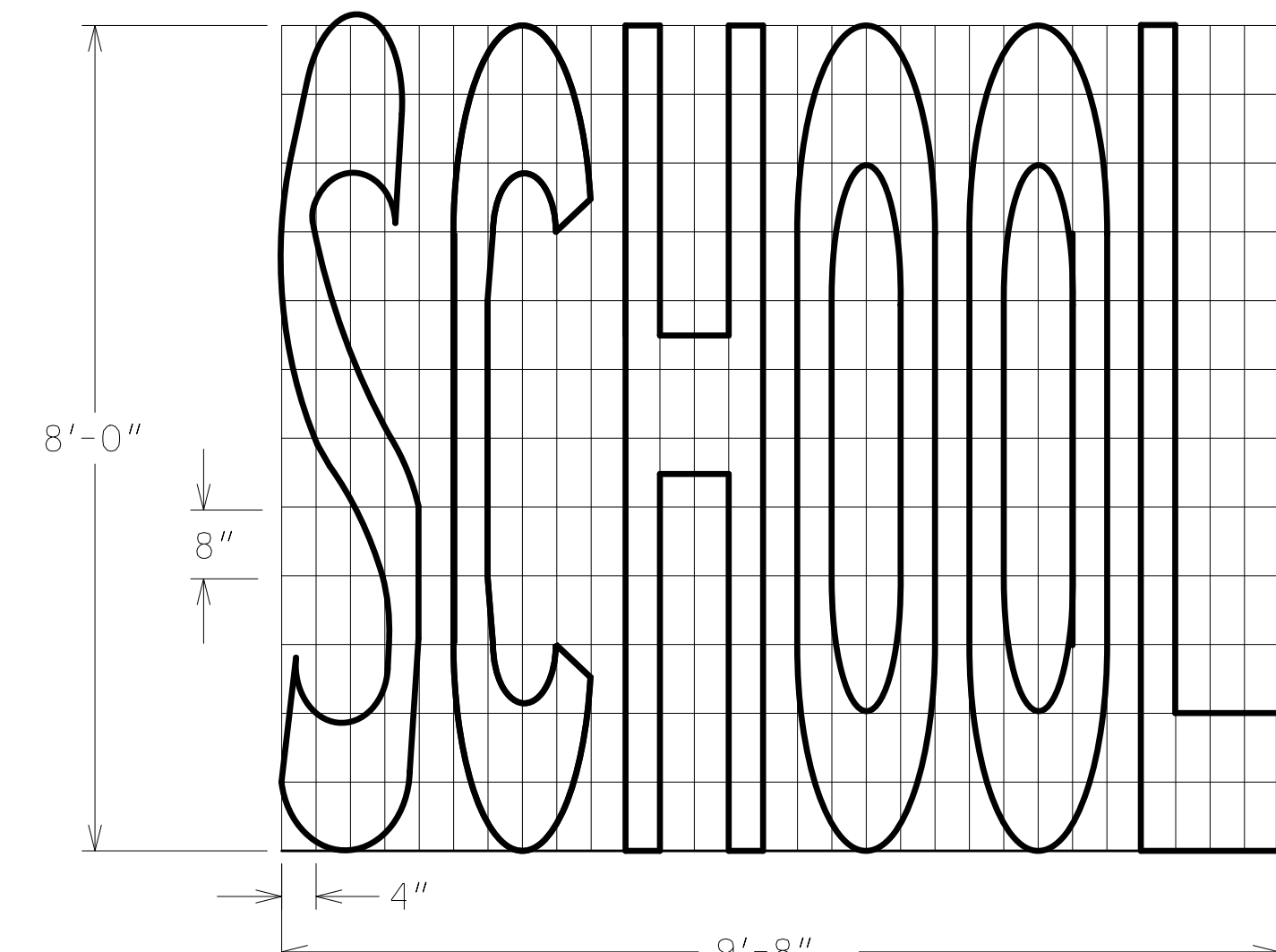
TYPE 1
AREA = 20.8 FT²



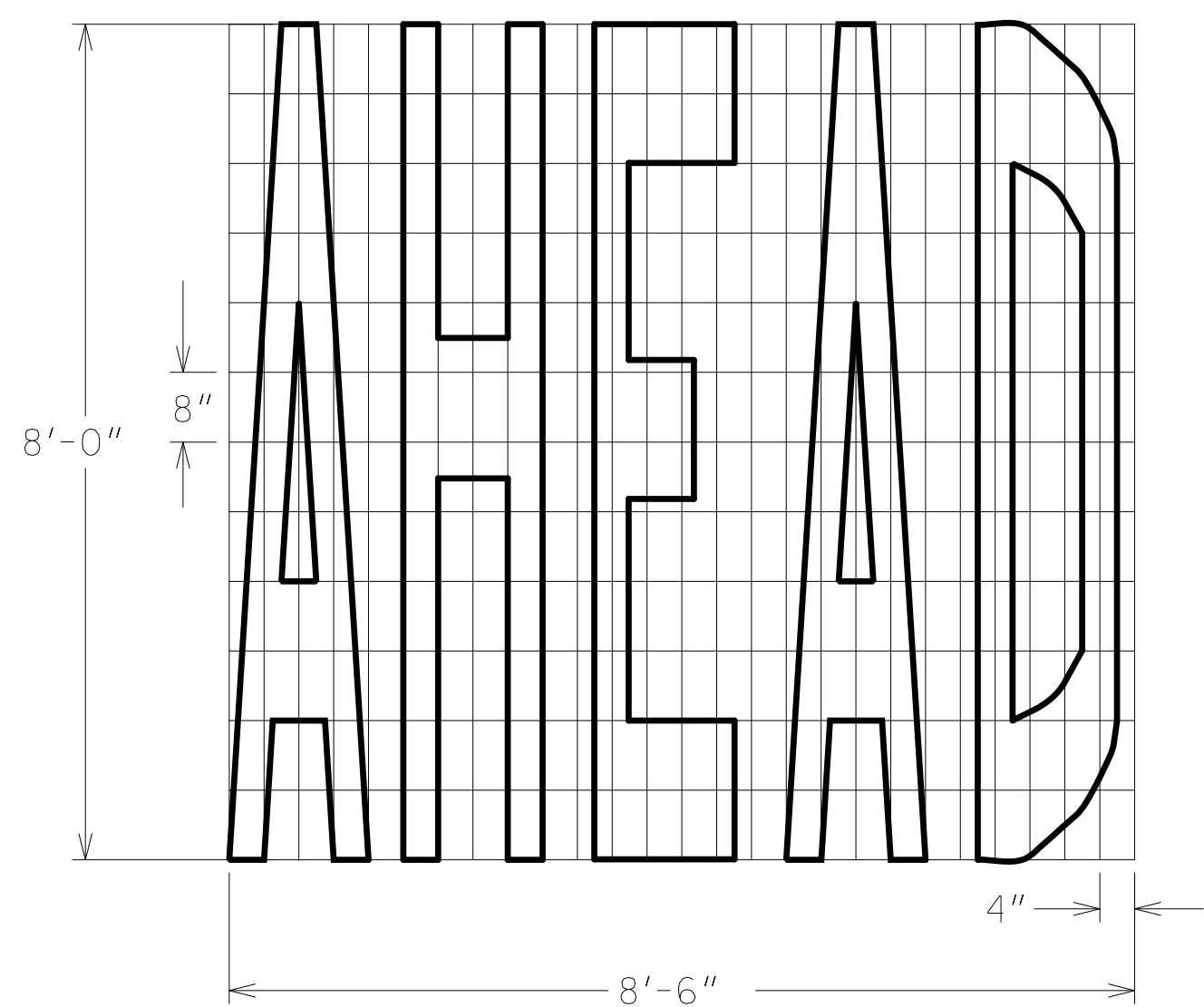
TYPE 2
AREA = 25.4 FT²



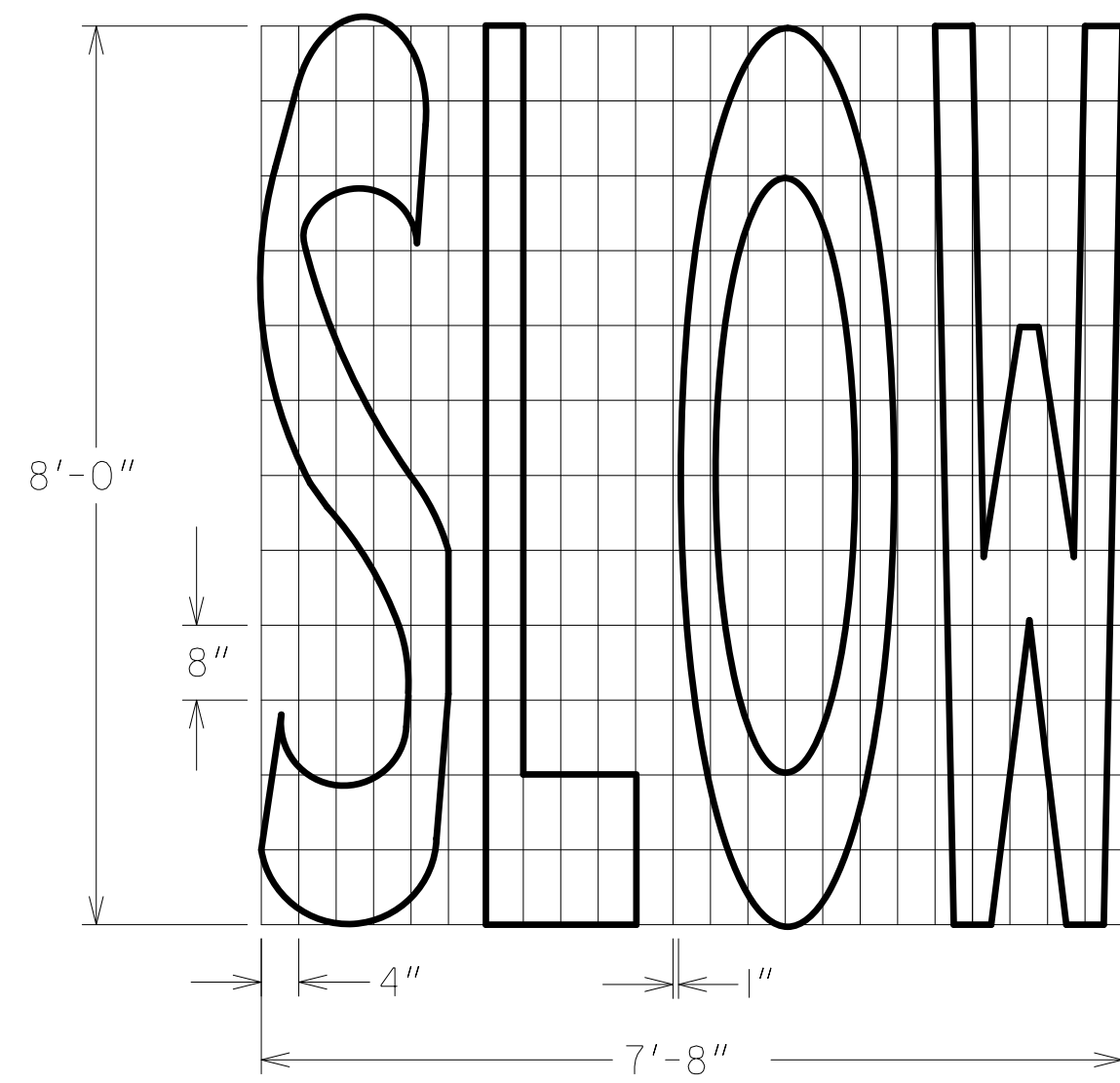
TYPE 15
AREA = 25.4 FT²



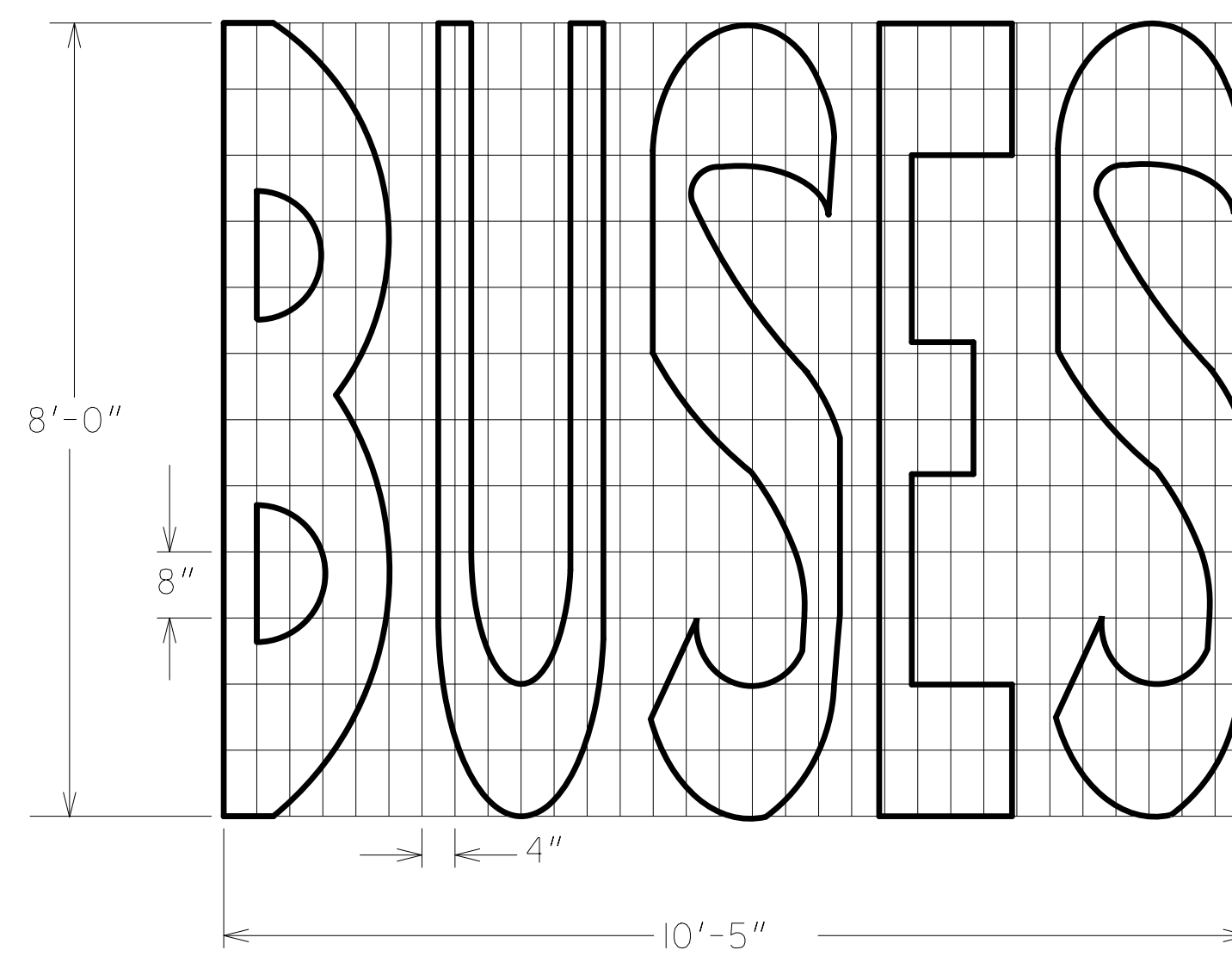
TYPE 3A
(SINGLE LANE)
AREA = 33.5 FT²



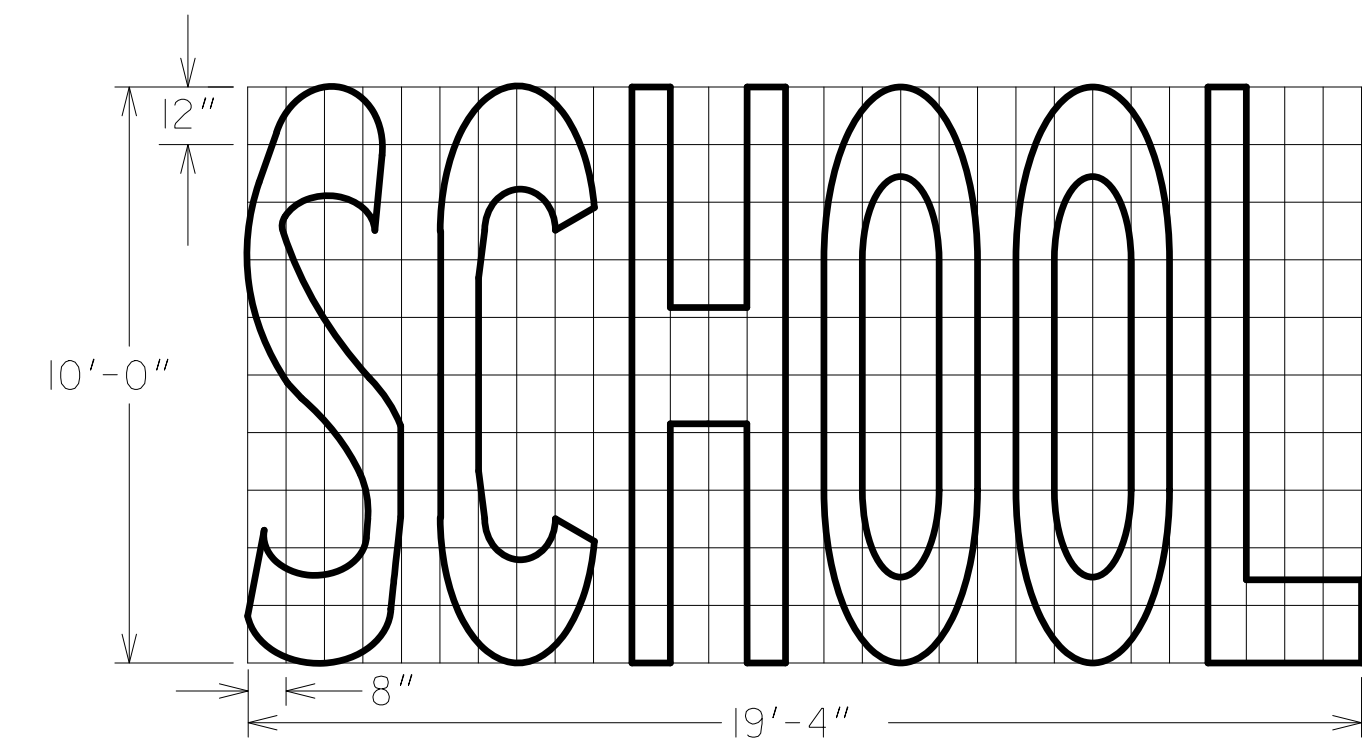
TYPE 4
AREA = 29.1 FT²



TYPE 5
AREA = 25.4 FT²



TYPE 6
AREA = 38.1 FT²

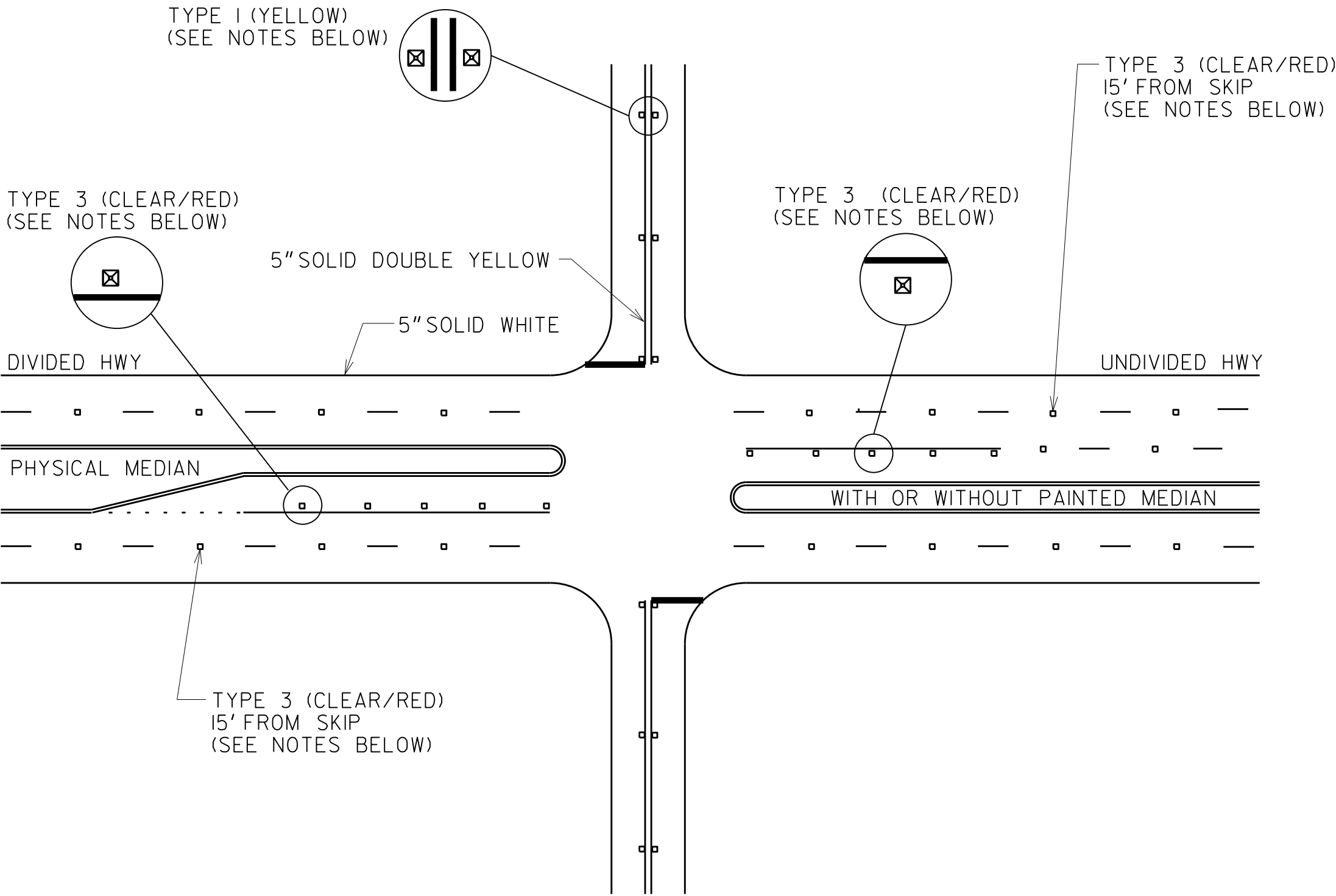


TYPE 3B
(TWO LANES)
AREA = 85.0 FT²

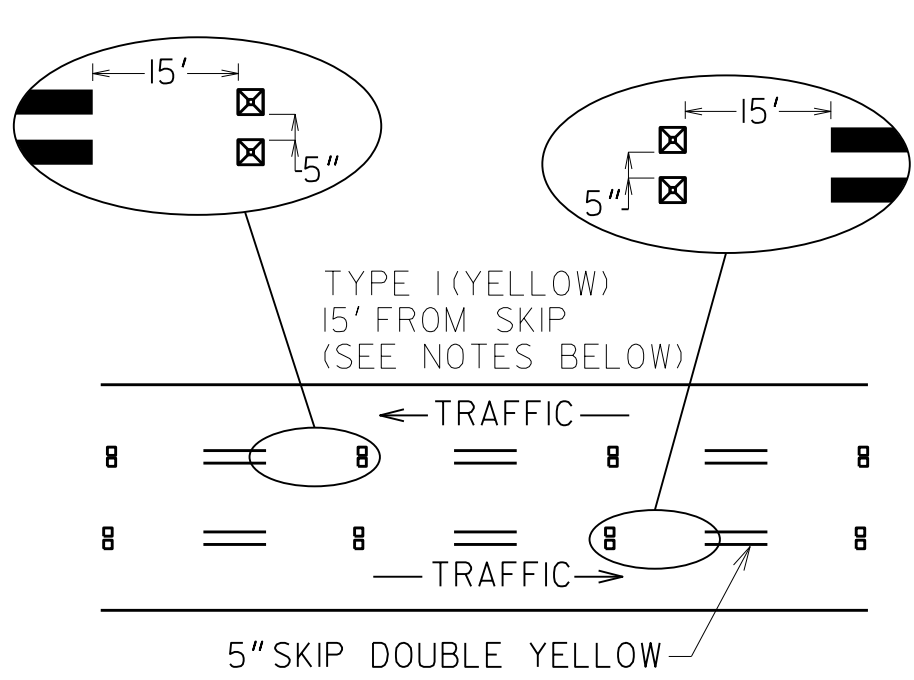
		9-15-16	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
		RENUMBER TO SH 10F 3	REVISION	CONSTRUCTION DETAILS	
				DETAILS OF PAVEMENT MARKING WORDS	
				NO SCALE	SHEET 1 OF 3
					JANUARY 2000
		CDR	BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____	NUMBER T-13A

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

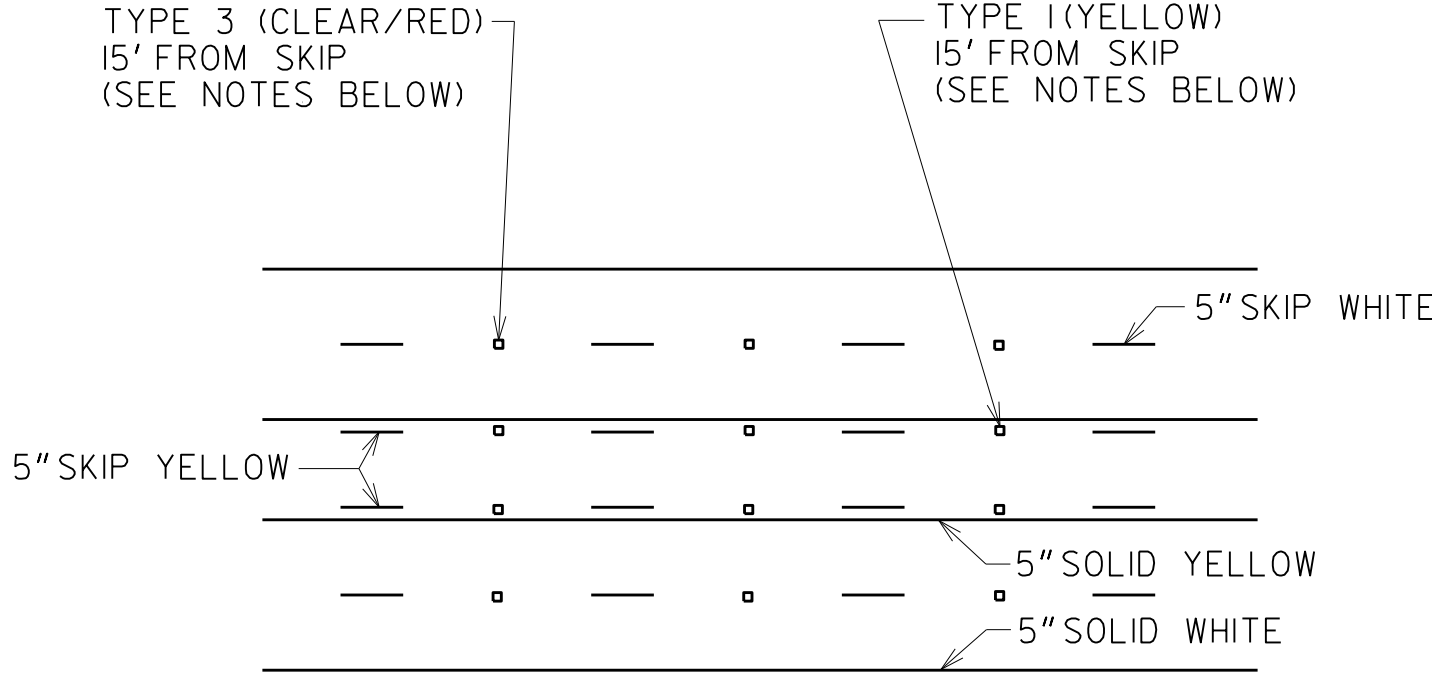
DIVIDED / UNDIVIDED HIGHWAY



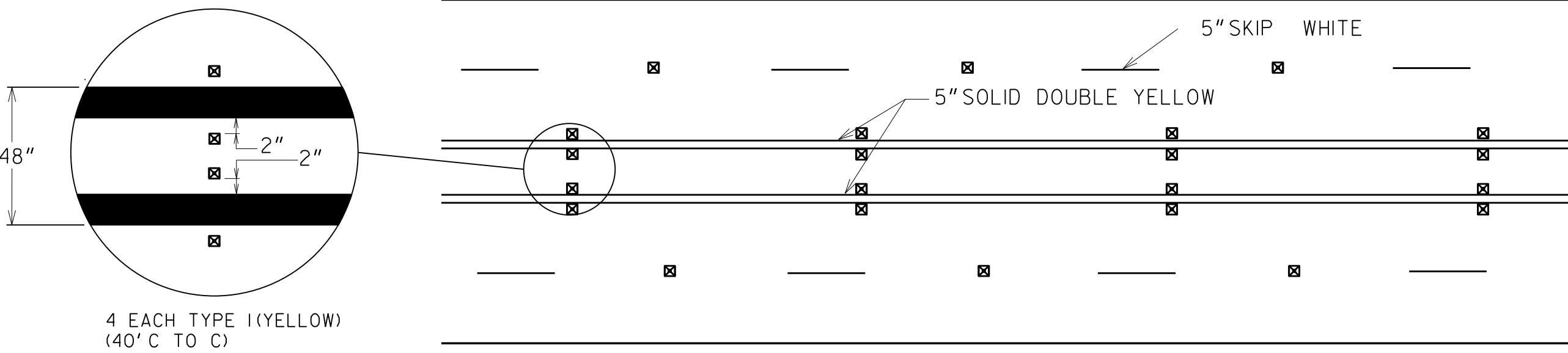
REVERSIBLE LANE



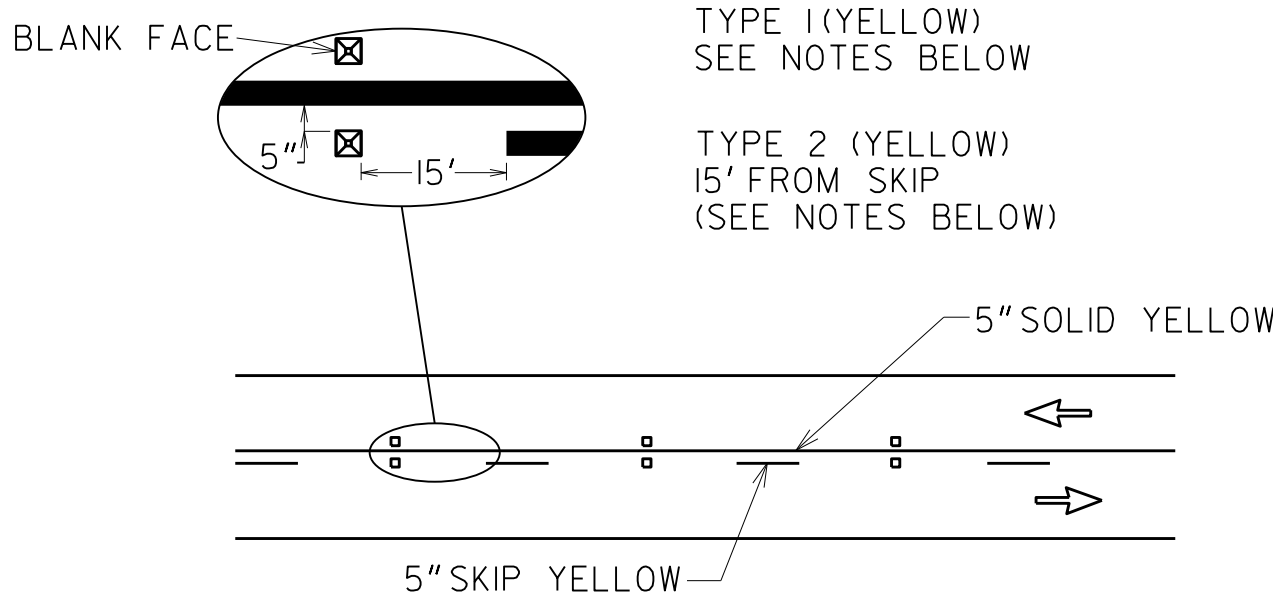
TWO WAY LEFT TURN LANE



4'-0\"/>

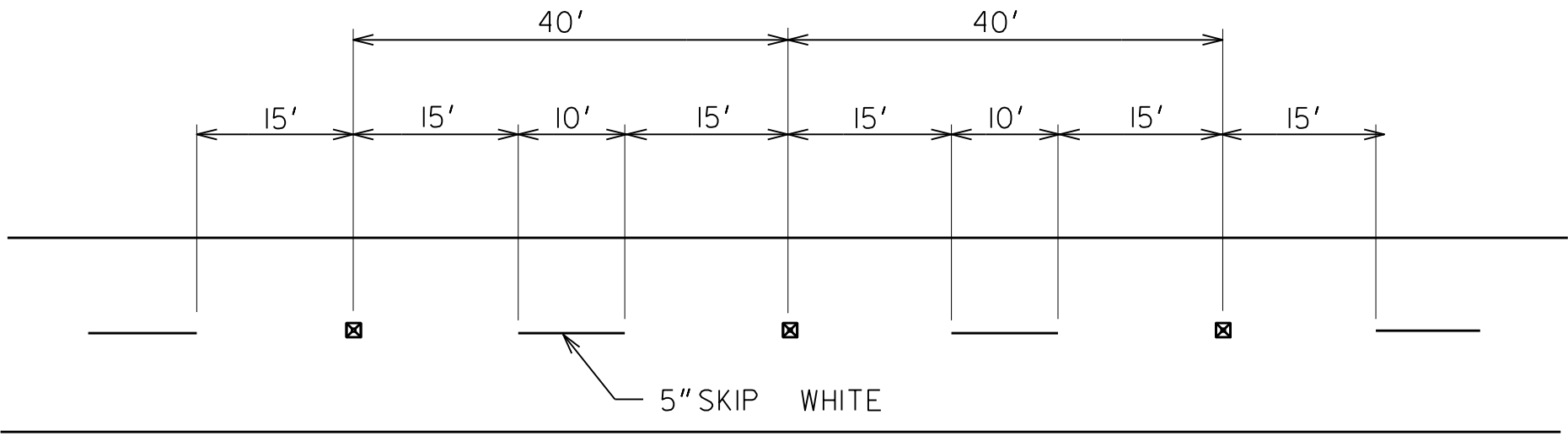


NO PASSING ZONE



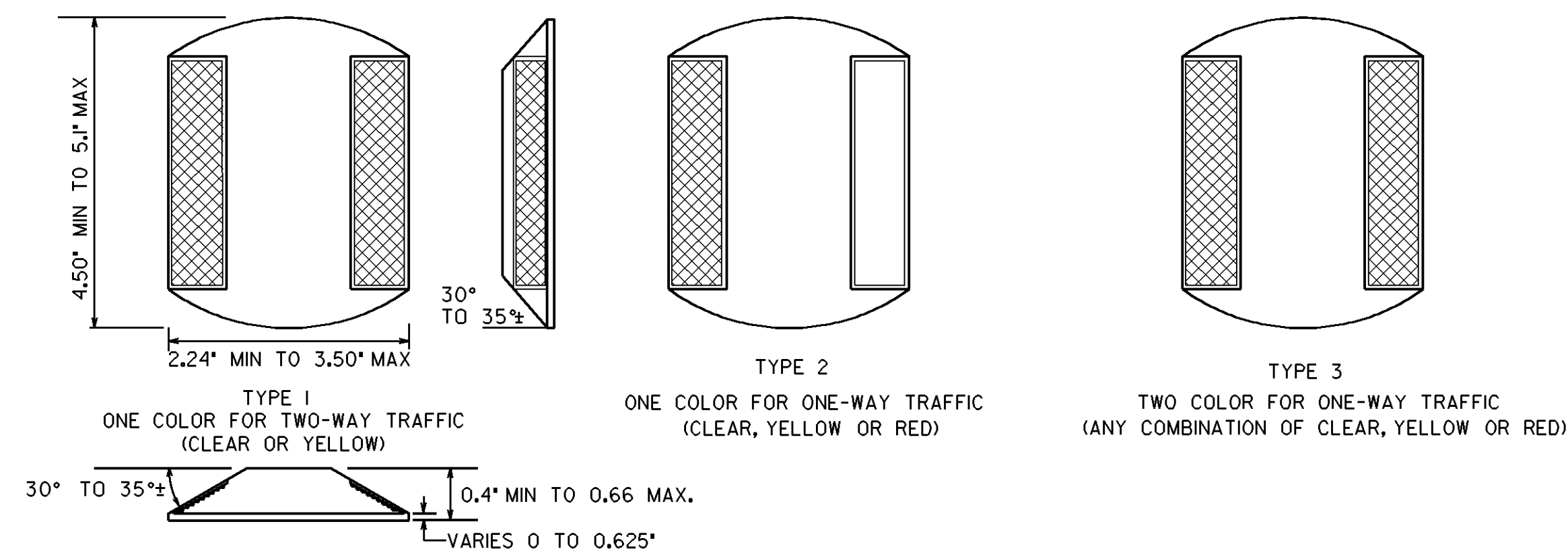
- GENERAL NOTES:
1. RAISED PAVEMENT MARKERS SHALL BE SPACED EVERY 40 FT UNLESS OTHERWISE SPECIFIED.
 2. ON SOLID WHITE TURN BAY LINES, SPACING SHALL BE 20 FT.
 3. RAISED PAVEMENT MARKERS SHALL BE OFFSET 5 INCHES FROM SOLID LANE LINES.
 4. CLEAR FACE OF TYPE 3 RAISED PAVEMENT MARKERS SHALL BE ORIENTED TOWARD ONCOMING TRAFFIC.

TYPICAL RPM/STRIPE SPACING

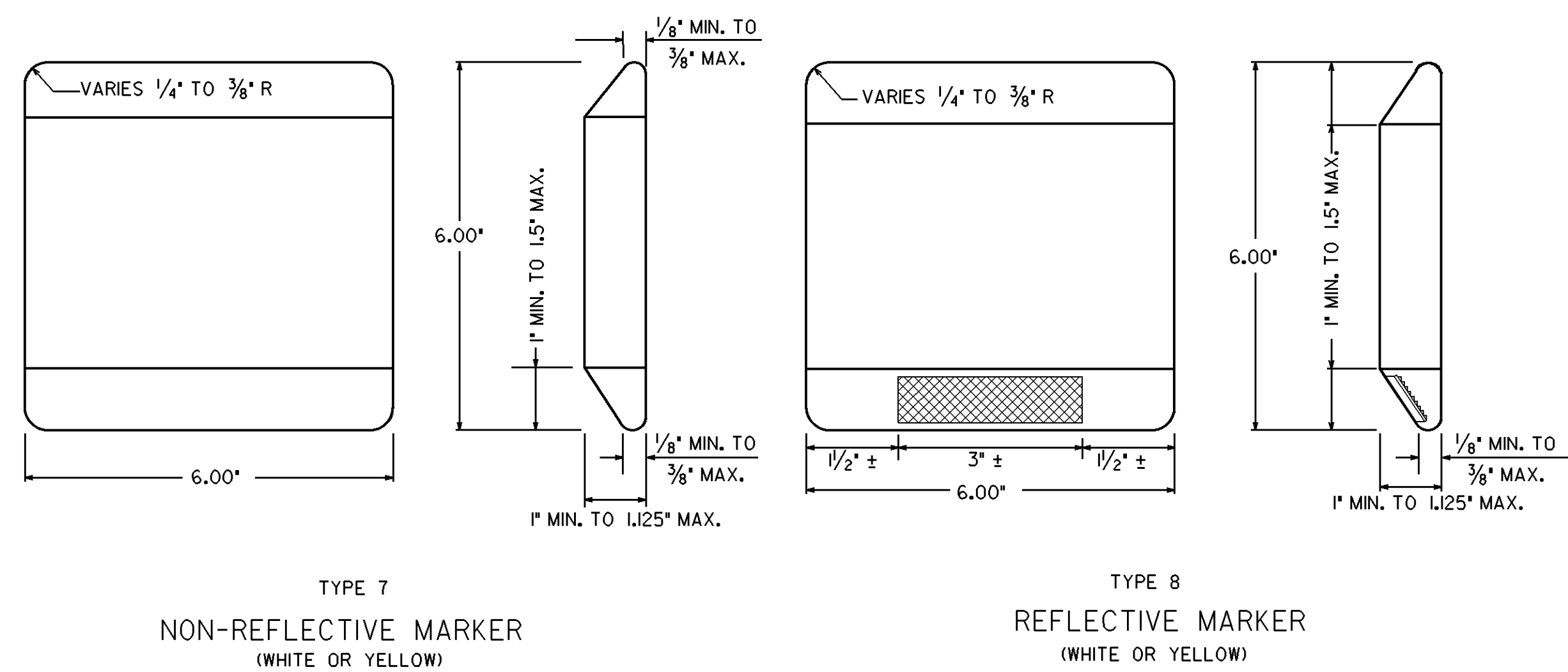


		9-15-2016	DATE	DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
		REV. RPM SPACING TO 40'	REVISION	CONSTRUCTION DETAILS RAISED PAVEMENT MARKER LOCATION NON-LIMITED ACCESS ROADWAY	
				NO SCALE	REV. AND REDRAWN, JUNE 2015
		CDR	BY	DESIGNED _____ DRAWN _____ TRACED _____ CHECKED _____	NUMBER T-15A

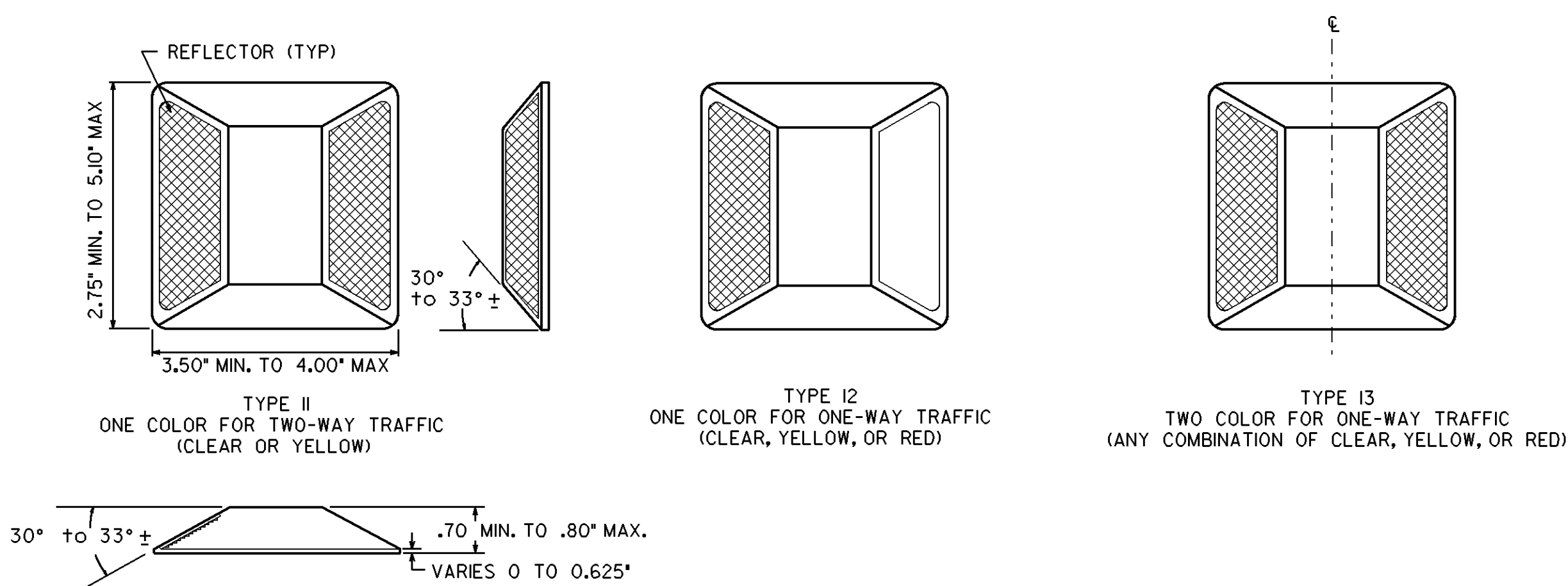
STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			



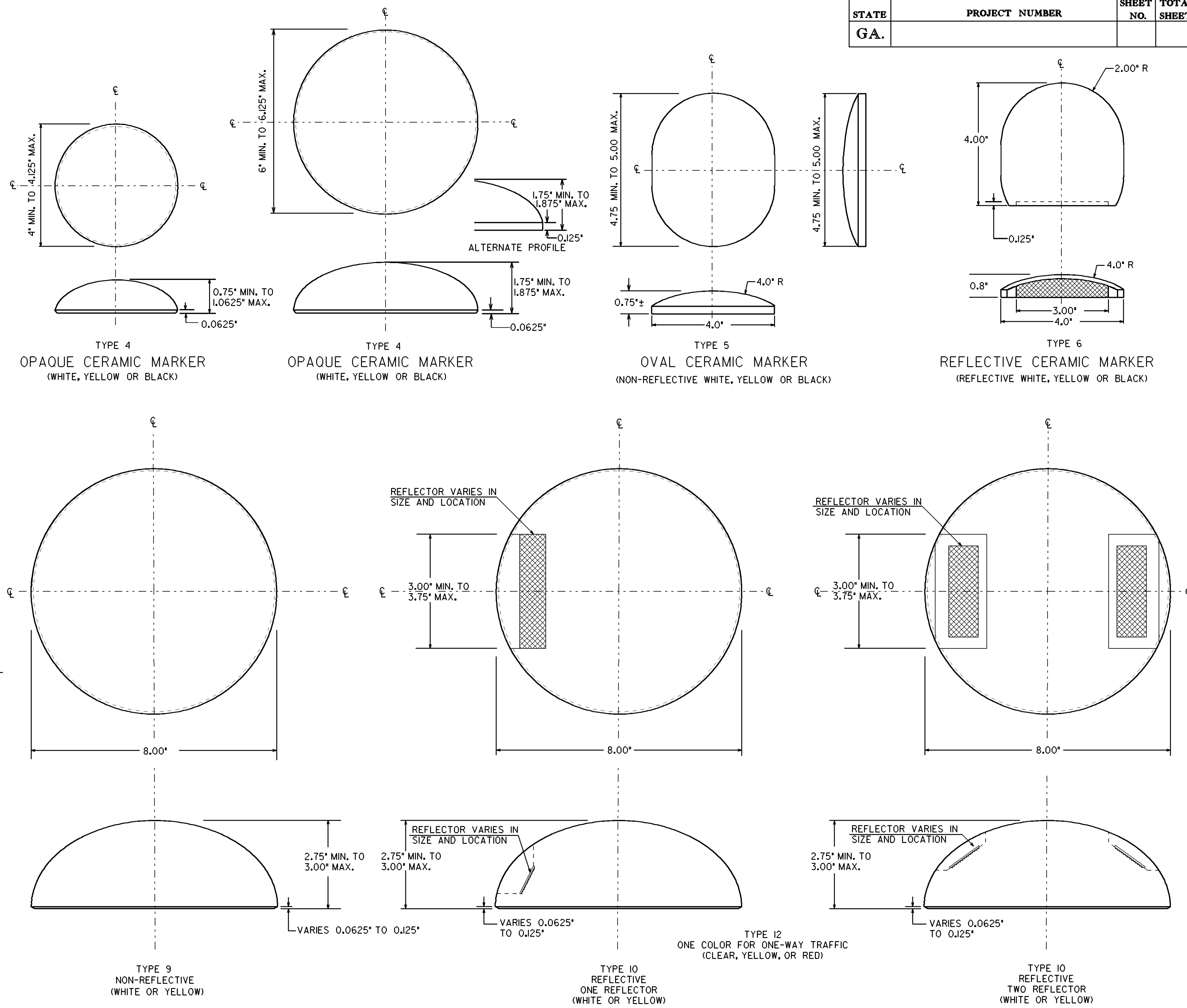
RAISED REFLECTIVE MARKERS



CERAMIC JIGGLE BAR MARKER



ALTERNATE RAISED REFLECTIVE MARKERS

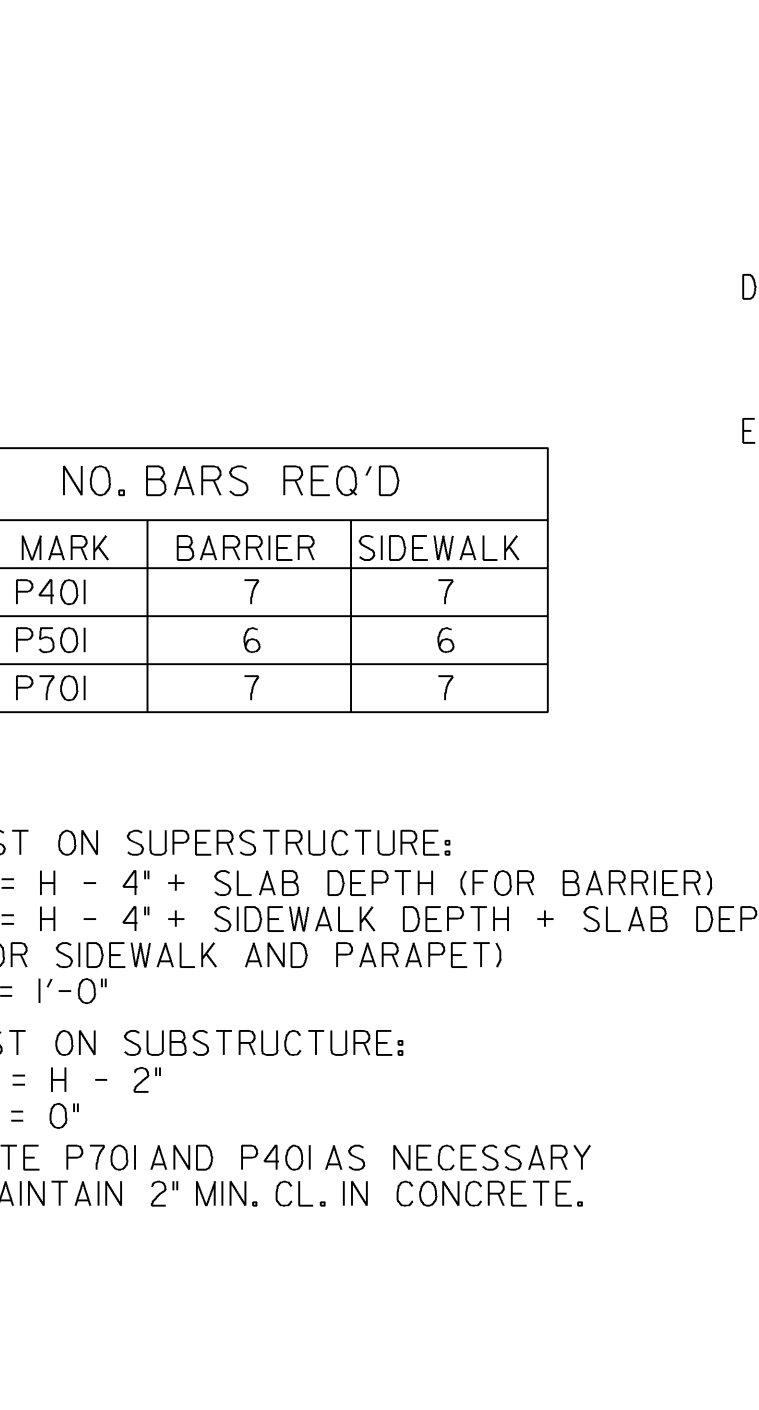
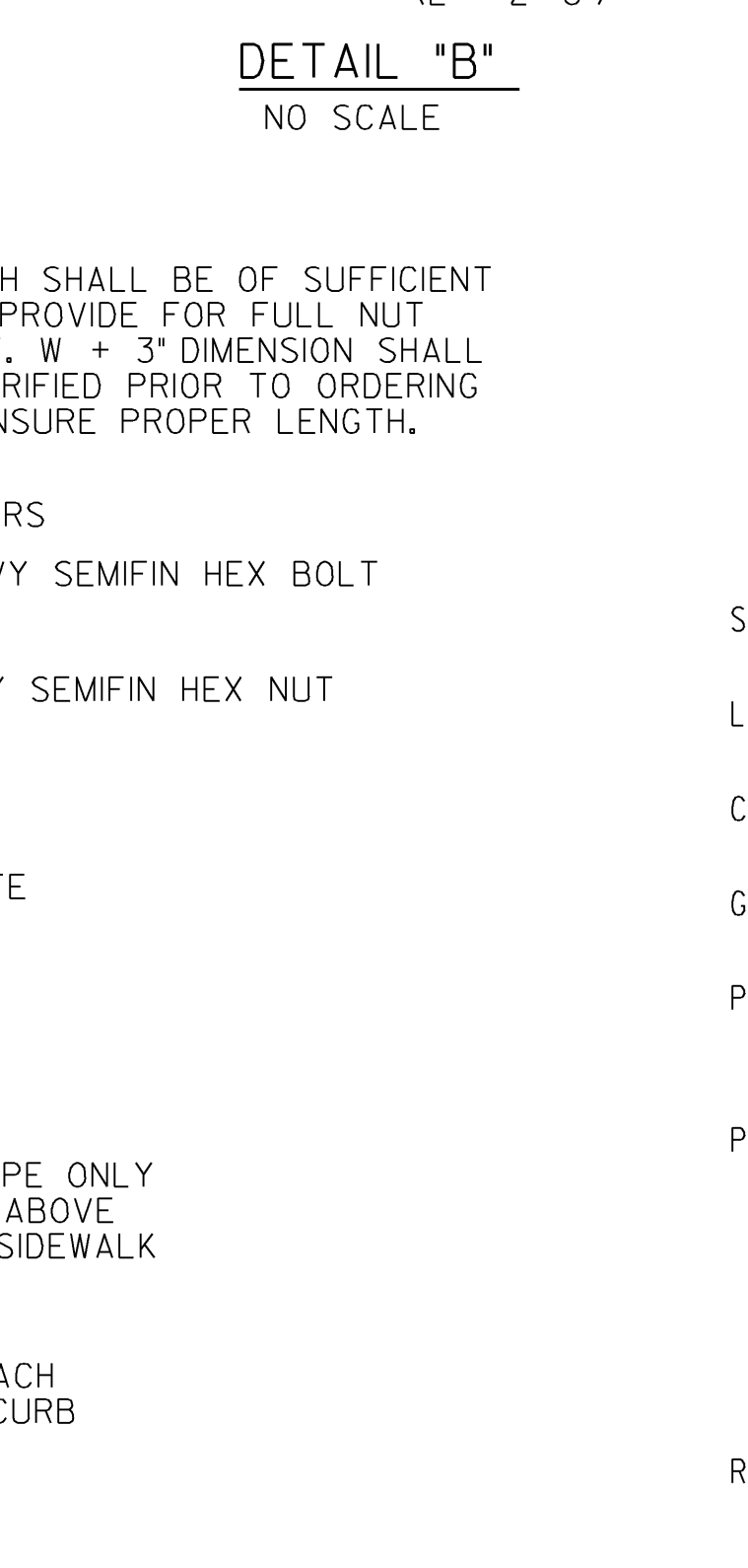
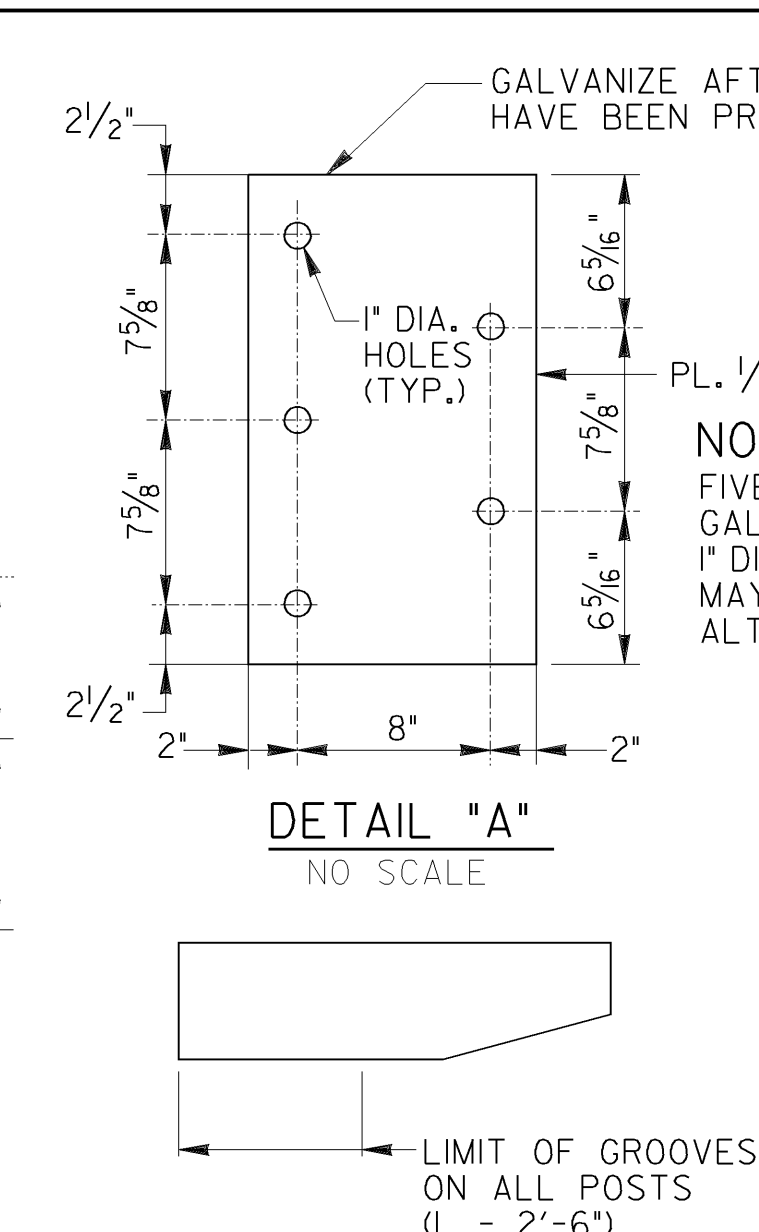
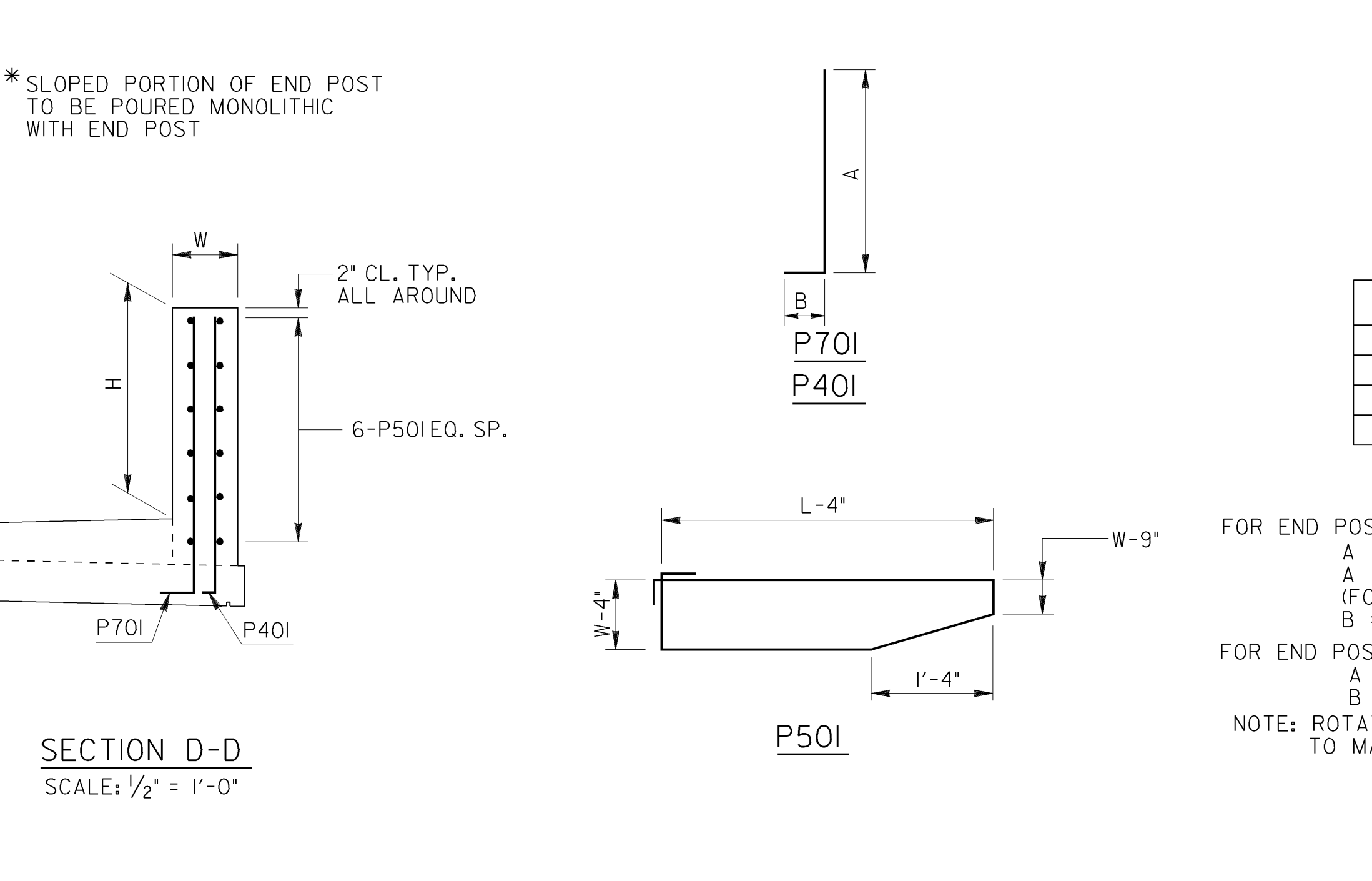
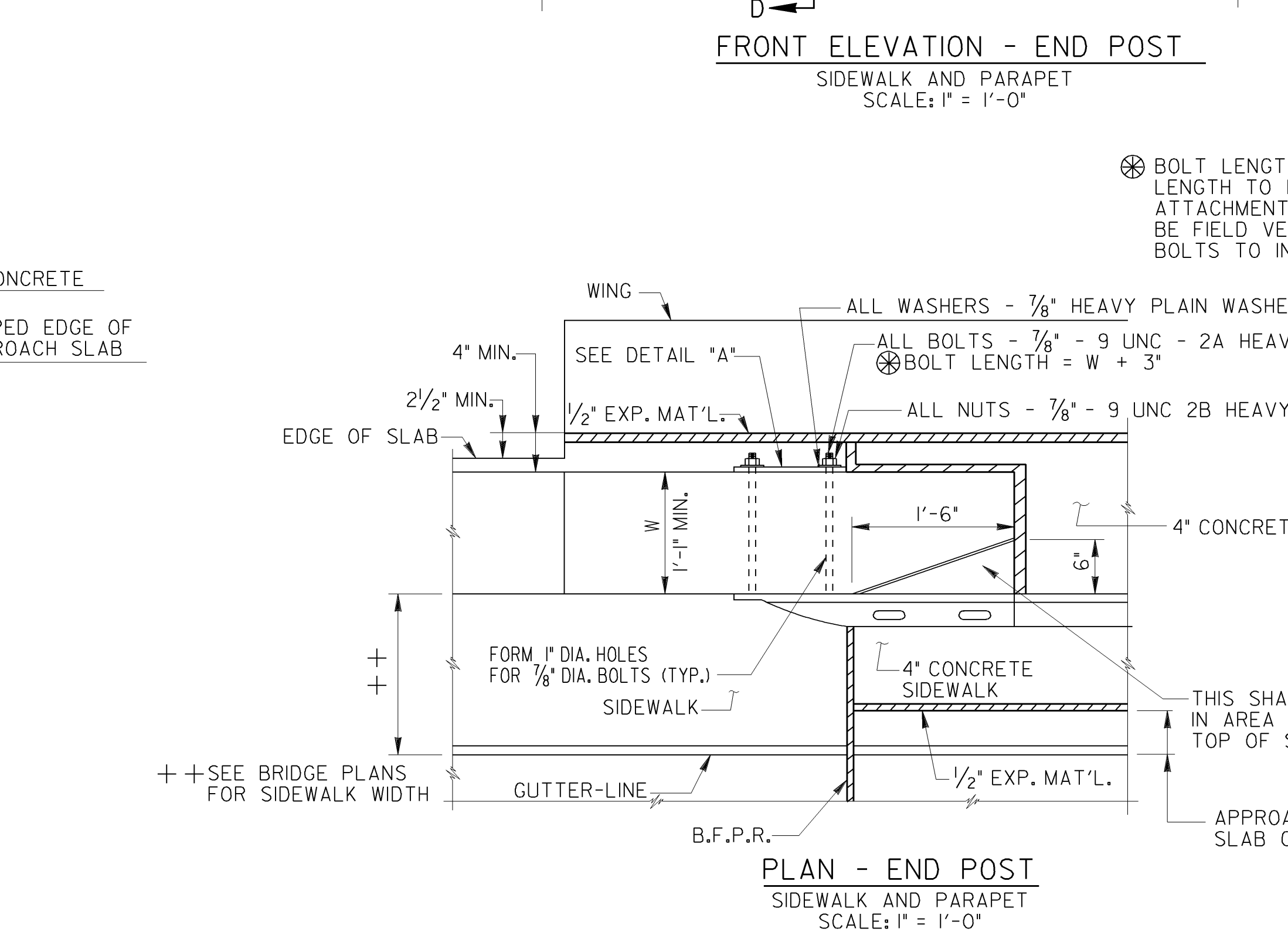
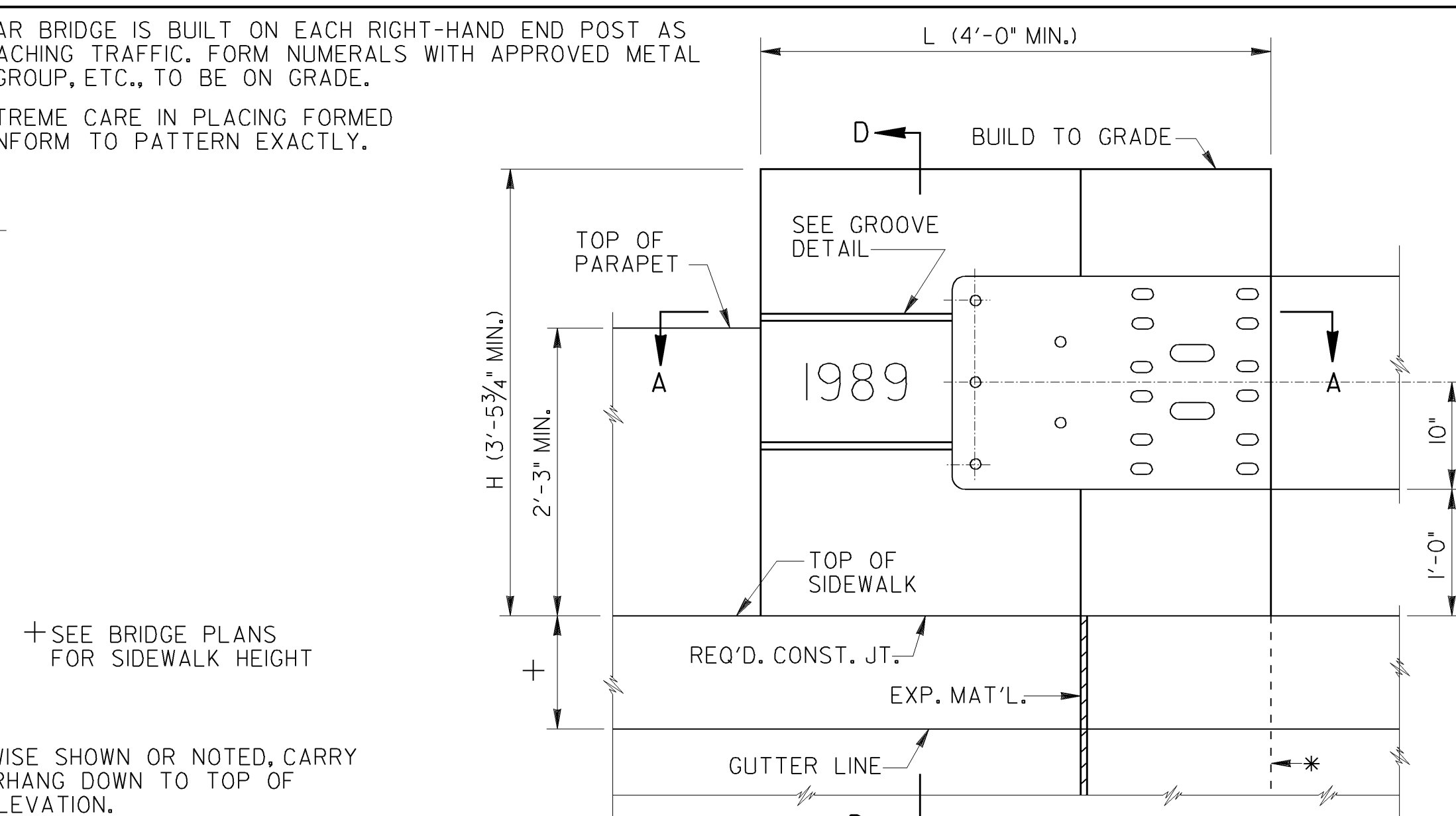
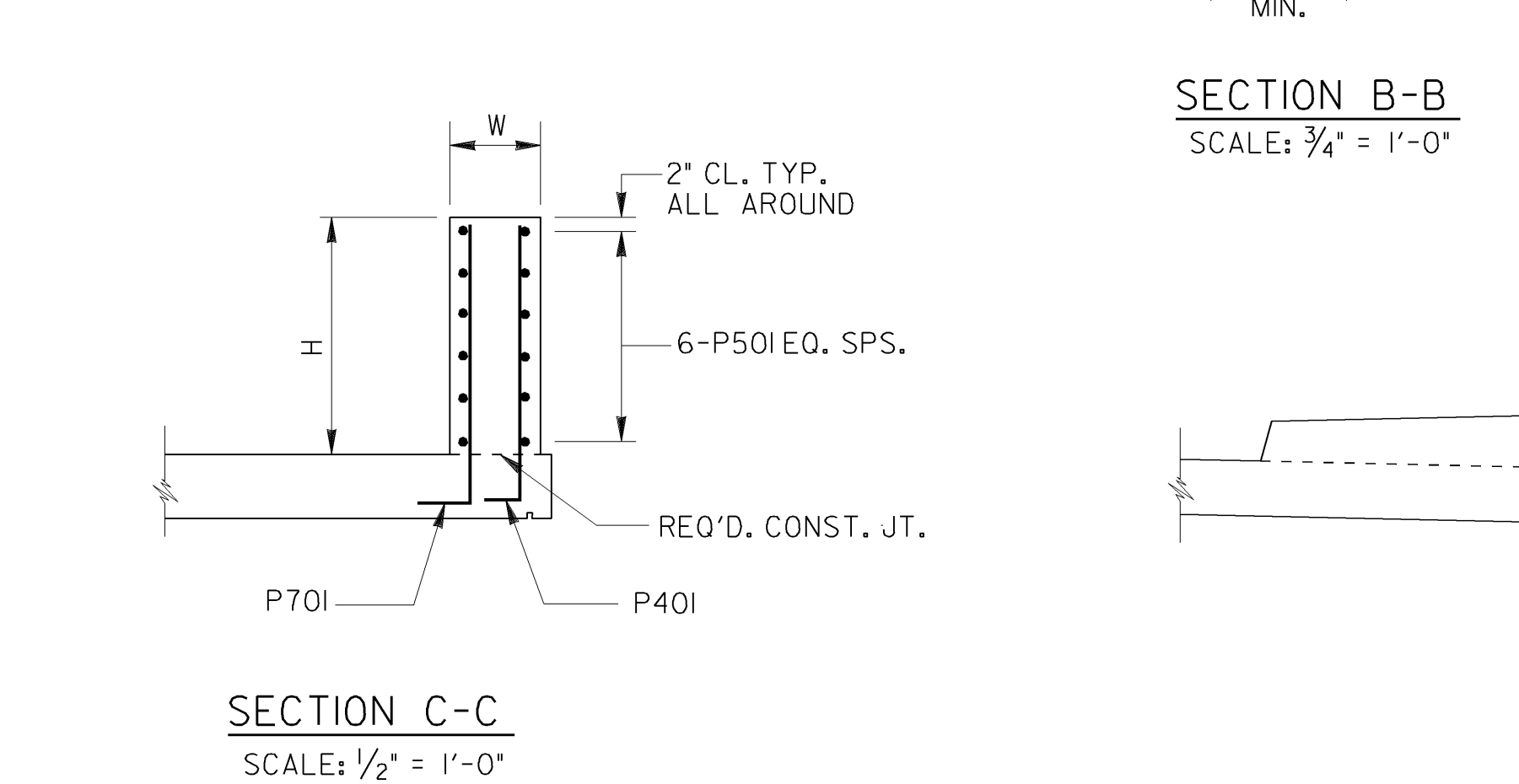
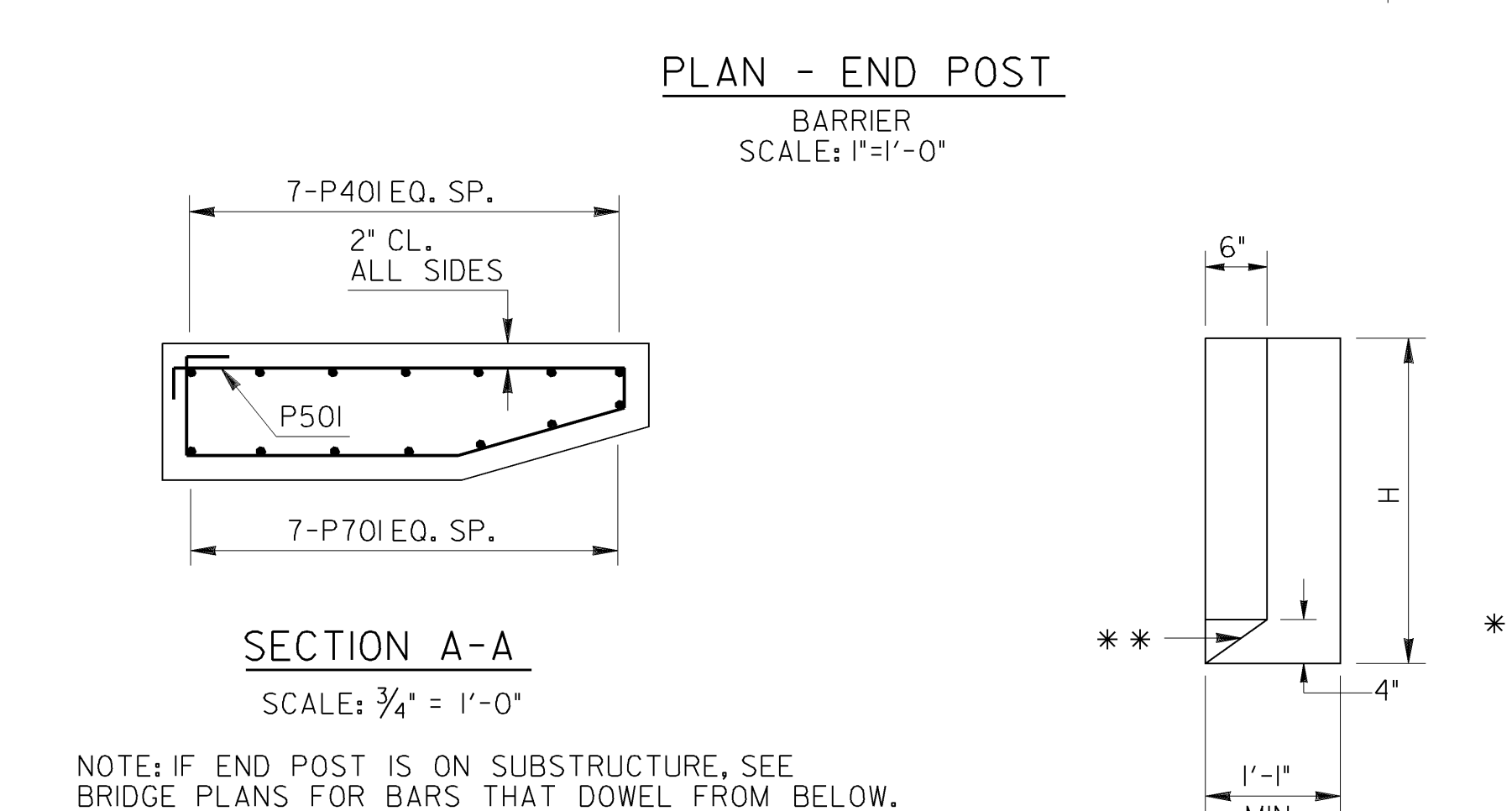
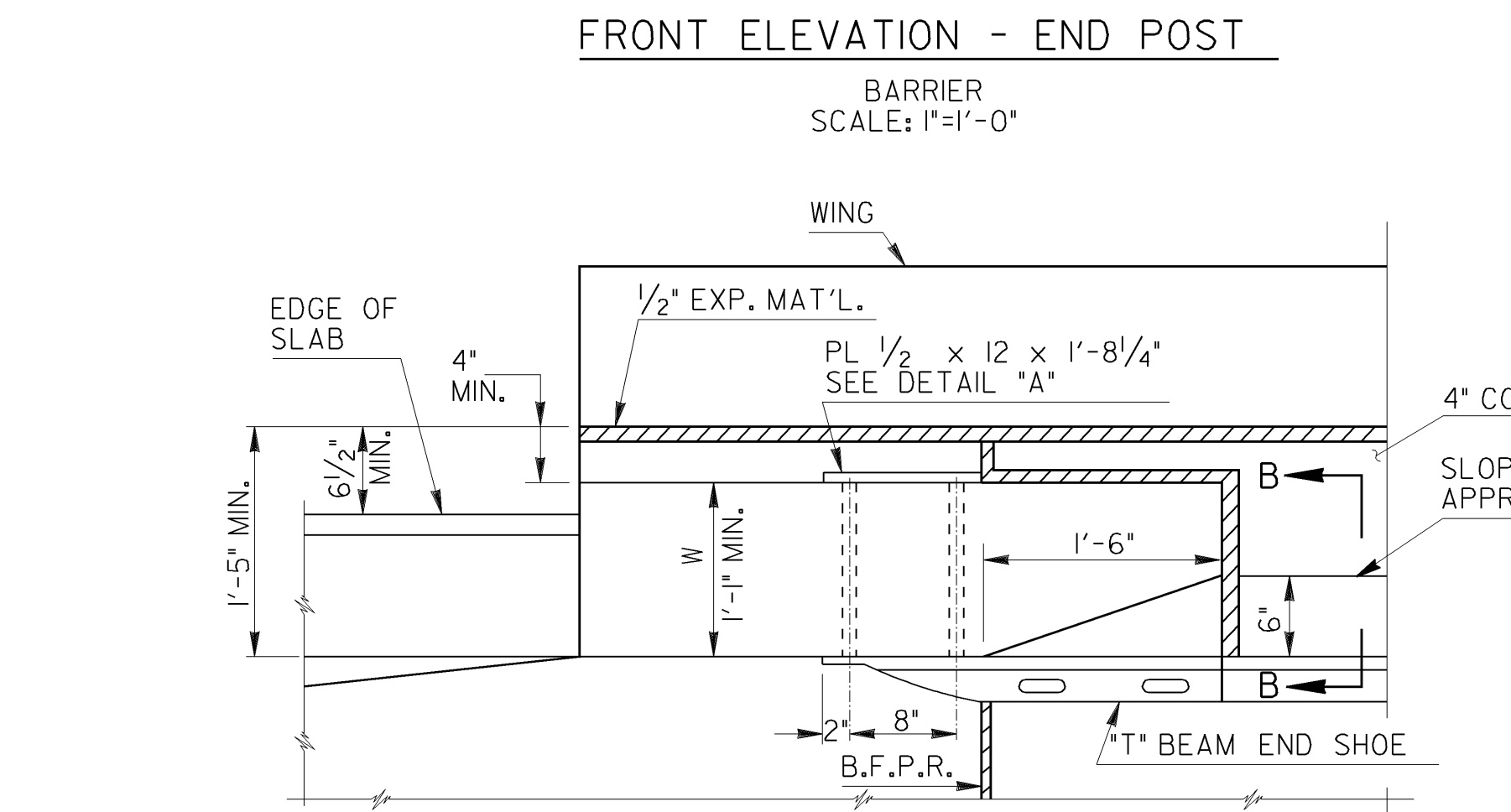
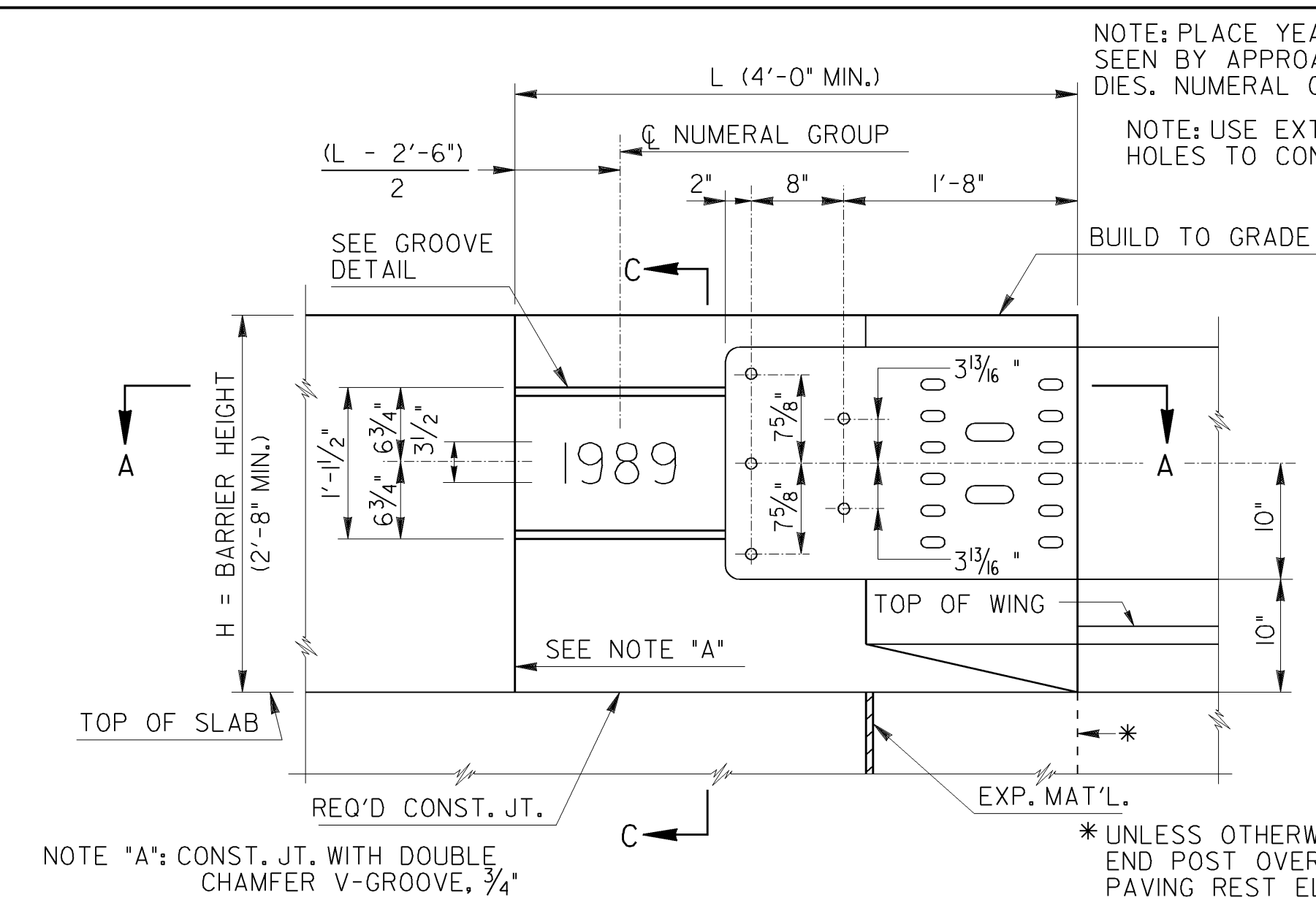


CERAMIC CHANNEL MARKER

GENERAL NOTES:

1. SPECIFICATIONS: GEORGIA STANDARD, CURRENT EDITION, AND SUPPLEMENTS THERE TO.
2. THE CONTRACTOR SHALL USE RAISED PAVEMENT MARKER SOURCES AS LISTED IN OPL 76.
3. COLORS FOR REFLECTIVE ELEMENTS SHALL BE EITHER CLEAR, YELLOW, OR RED AS SPECIFIED.
4. THE SHELL OF THE REFLECTIVE MARKERS SHALL BE OF ONE COLOR OR OF A COMBINATION OF TWO COLORS, WHICH SHALL BE THE SAME AS THE REFLECTIVE ELEMENT.
5. THE SURFACE OF OPAQUE CERAMIC MARKERS SHALL BE GLAZED AND OF THE COLOR SPECIFIED IN THE PLANS WITH A WHITE, VITREOUS, CERAMIC BASE.
6. COLORS FOR ALL RAISED PAVEMENT MARKERS SHALL BE AS SPECIFIED IN THE PLANS.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION
9-22-11	REV. DIMENSIONS, ADDED NOTES TO MARKERS	OFFICE OF TRAFFIC SAFETY & DESIGN
	AND REV. GEN. NOTES.	
		DETAILS OF RAISED PAVEMENT MARKERS
		NO SCALE
		JANUARY 2000



STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

MATERIALS	
ITEM	SPECIFICATIONS
GUARDRAIL	A.A.S.T.H.O. SPECIFICATION M 180
1/2" PLATE	A.S.T.M. DESIGNATIONS A-36
NUTS & BOLTS	A.S.T.M. DESIGNATION A-307
WASHERS	MEDIUM STEEL
GALVANIZING	A.S.T.M. A-153

NOTE: FIVE 3" x 1/2" x 3" GALV. PLATES WITH 1" DIA. HOLES CENTERED MAY BE USED AS AN ALTERNATE

PL. 1/2" x 12 x 1'-8 1/4"

NOTE: BOLT LENGTH SHALL BE OF SUFFICIENT LENGTH TO PROVIDE FOR FULL NUT ATTACHMENT. W + 3" DIMENSION SHALL BE FIELD VERIFIED PRIOR TO ORDERING BOLTS TO INSURE PROPER LENGTH.

ALL WASHERS - 7/8" HEAVY PLAIN WASHERS
ALL BOLTS - 7/8" - 9 UNC - 2A HEAVY SEMIFIN HEX BOLT
BOLT LENGTH = W + 3"

ALL NUTS - 7/8" - 9 UNC 2B HEAVY SEMIFIN HEX NUT

THIS SHAPE ONLY IN AREA ABOVE TOP OF SIDEWALK

APPROACH SLAB CURB

GENERAL NOTES

SPECIFICATIONS - GEORGIA STANDARD.

LOCATION - ALL END POSTS UNLESS NOTED ON BRIDGE PLANS.

CHAMFER - CHAMFER ALL EXPOSED EDGES 3/4".

GALVANIZING - ALL METAL PARTS SHALL BE GALVANIZED AFTER FABRICATION.

PAYMENT FOR MISCELLANEOUS HARDWARE - COST OF 1/2" PLATE AND MISCELLANEOUS HARDWARE SHALL BE INCLUDED IN THE PRICES BID FOR CONTRACT ITEMS.

PAYMENT FOR THE END POST - IF END POST IS A PORTION OF THE SUBSTRUCTURE, CONCRETE AND REINFORCEMENT ARE COMPUTED AND INCLUDED IN THE END BENT QUANTITIES. IF END POST IS A PORTION OF THE SUPERSTRUCTURE, CONCRETE AND REINFORCEMENT ARE COMPUTED AND INCLUDED IN THE END SPAN QUANTITIES.

RESPONSIBILITY - WHEN THE BRIDGE CONTRACT IS SEPARATE FROM THE CONTRACT CONTAINING THE APPROACHING GUARDRAIL, THE BRIDGE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR THE CONSTRUCTION OF THE END POSTS AND FORMING OF THE 1" DIAMETER BOLT HOLES. THE CONTRACT CONTAINING THE APPROACHING GUARDRAIL SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING THE SPECIAL END SHOE, PLATE, NUTS, WASHERS, AND BOLTS.

DIMENSIONS - FOR DIMENSIONS "L", "H", AND "W" AND OTHER DIMENSIONS, SEE BRIDGE PLANS.

END POST - END POST TO BE CONSTRUCTED AFTER HANDRAIL IS IN PLACE. END POST TO BE CONSTRUCTED AFTER BARRIER IS CONSTRUCTED WHEN NO HANDRAIL IS USED.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA			
STANDARD END POST AND END POST GUARDRAIL ATTACHMENT DETAILS			
SCALE: AS SHOWN			
MAY 1989			
REV. TRANSITION	9-30-02	DATE	
REDRAWN	6-30-98	REVISION	
BY	G.J.P.	DESIGNED H.W.C. (SUBMITTED)	James A. Bannell
		DRAWN E.R.M. (APPROVED)	Albert L. Bannell
		CHECKED H.W.C.	CHIEF ENGINEER

MARK	BARRIER	SIDEWALK
P401	7	7
P501	6	6
P701	7	7

FOR END POST ON SUPERSTRUCTURE:
A = H - 4" + SLAB DEPTH (FOR BARRIER)
A = H - 4" + SIDEWALK DEPTH + SLAB DEPTH (FOR SIDEWALK AND PARAPET)
B = 1'-0"

FOR END POST ON SUBSTRUCTURE:
A = H - 2"
B = 0"

NOTE: ROTATE P701 AND P401 AS NECESSARY TO MAINTAIN 2" MIN. CL. IN CONCRETE.

NO. BARS REQ'D		
MARK	BARRIER	SIDEWALK
P401	7	7
P501	6	6
P701	7	7

FOR END POST ON SUPERSTRUCTURE:
A = H - 4" + SLAB DEPTH (FOR BARRIER)
A = H - 4" + SIDEWALK DEPTH + SLAB DEPTH (FOR SIDEWALK AND PARAPET)
B = 1'-0"

FOR END POST ON SUBSTRUCTURE:
A = H - 2"
B = 0"

NOTE: ROTATE P701 AND P401 AS NECESSARY TO MAINTAIN 2" MIN. CL. IN CONCRETE.

DESIGNED H.W.C. (SUBMITTED)
DRAWN E.R.M. (APPROVED)
CHECKED H.W.C.

James A. Bannell
Albert L. Bannell
CHIEF ENGINEER

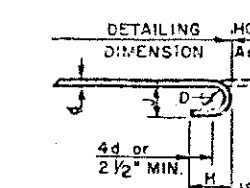
NUMBER
3054

FED. ROAD DIV. NO.	STATE	FED. AID PROJ. NO.	STATE AID PROJ. NO.	FISCAL YEAR	SHEET NO.	TOTAL SHEETS
3	GA.					

HOOK DETAILS

RECOMMENDED 180° HOOKS

GRADE 40 ksi
 $D = 5d$ for #3 through #11
 $D = 10d$ for #14 and #18
 GRADES 50-60-75 ksi
 $D = 6d$ for #3 through #8
 $D = 8d$ for #9, #10, and #11
 $D = 10d$ for #14 and #18

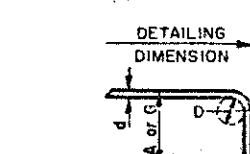


RECOMMENDED 180° END HOOK DIMENSIONS

BAR SIZE	GRADES 50-60-75 ksi				GRADE 40 ksi	
	A or G		J		A or G	J
#3	5	3	5	5	2 3/4	2 3/4
#4	6	4	6	6	3 1/2	3 1/2
#5	7	5	7	7	4 1/2	4 1/2
#6	8	6	8	8	5 1/4	5 1/4
#7	10	7	9	9	6 1/4	6 1/4
#8	11	8	10	10	7	7
#9	1-3	1 1/4	1-0	1-0	8	8
#10	1-5	1-0 3/4	1-1	1-1	9	9
#11	1-7	1-2 1/4	1-2	1-2	10	10
#14	2-2	1-8 1/2	2-2	2-2	1-8 1/2	1-8 1/2
#18	2-11	2-3	2-11	2-11	2-3	2-3
STYLE					2	

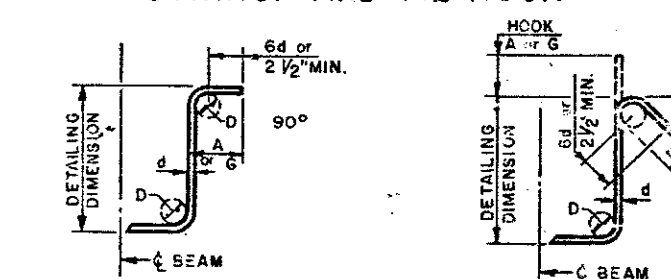
RECOMMENDED 90° END HOOK DIMENSIONS

ALL GRADES
 $D = 6d$ for #3 through #8
 $D = 8d$ for #9, #10, and #11
 $D = 10d$ for #14 and #18



BAR SIZE	HOOK A or G
#3	6
#4	8
#5	10
#6	12
#7	14
#8	16
#9	18
#10	20
#11	22
#14	26
#18	32
HOOK STYLE 3	

STIRRUP AND TIE HOOK



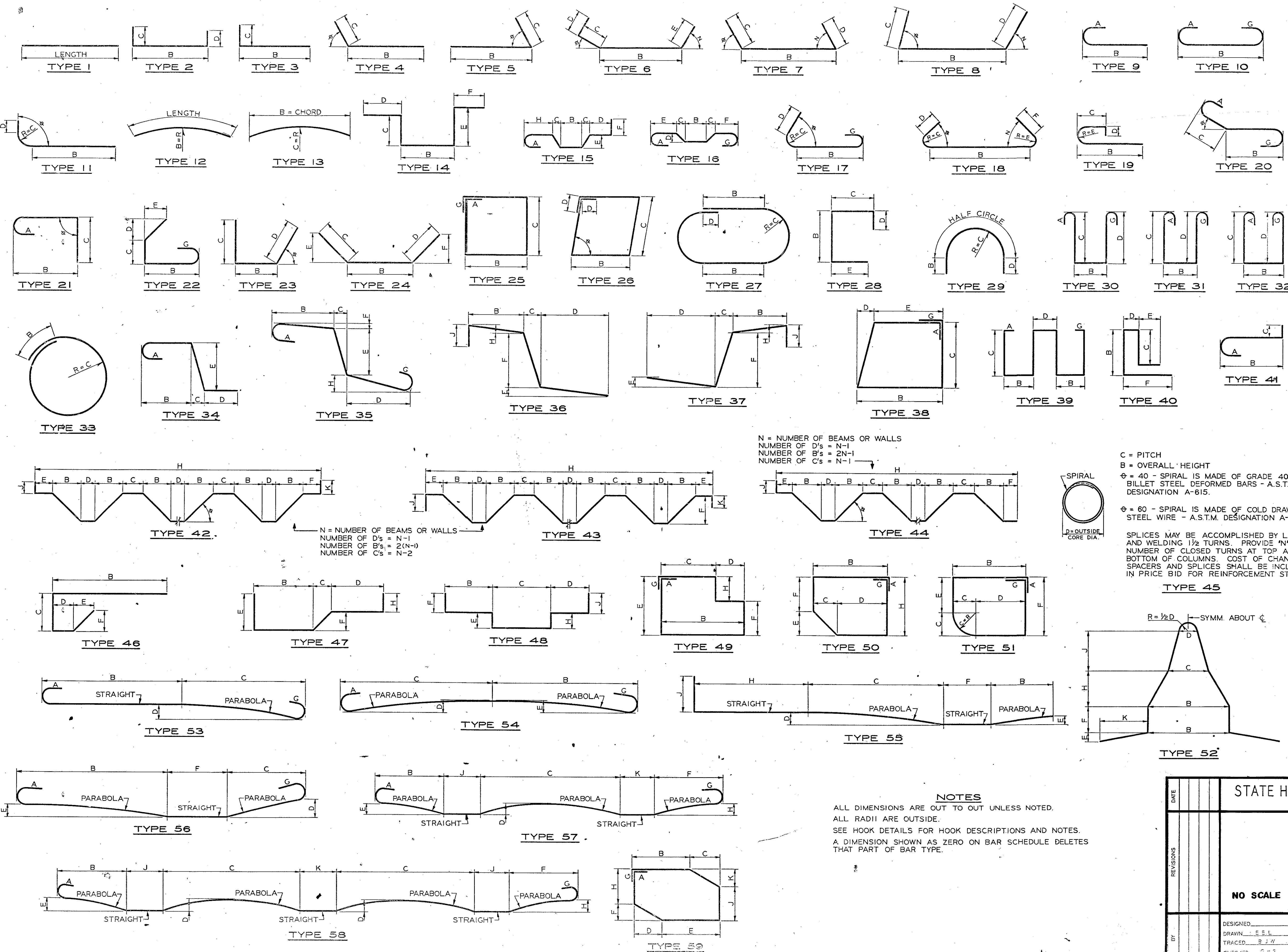
STIRRUPS (TIES SIMILAR)

STIRRUP AND TIE HOOK DIMENSIONS

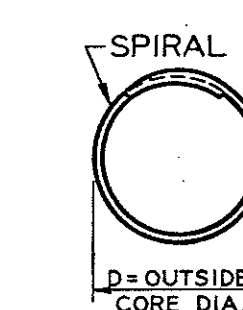
BAR SIZE	D (in.)	90° HOOK		135° HOOK		N
		HOOK A or G	HOOK H	HOOK A or G	HOOK H	
#3	1 1/2	4	4	4 1/2	2 1/2	3
#4	2	4 1/2	4 1/2	5 1/2	3 1/2	4
#5	2 1/2	5 1/2	5 1/2	6 1/2	4 1/2	5
#6	3	6 1/2	6 1/2	7 1/2	5 1/2	6
STYLE		4		5		

STYLE 6 = NO HOOK

HOOK STYLES DETAILED ON THIS SHEET ARE FOR ILLUSTRATION ONLY. ACTUAL HOOK STYLE FOR ANY PARTICULAR BAR WILL BE SHOWN UNDER A OR G HEADING ON BAR SCHEDULE.



N = NUMBER OF BEAMS OR WALLS
 NUMBER OF D's = N-1
 NUMBER OF B's = 2N-1
 NUMBER OF C's = N-1



C = PITCH
 B = OVERALL HEIGHT
 $\phi = 40$ - SPIRAL IS MADE OF GRADE 40 BILLET STEEL DEFORMED BARS - A.S.T.M. DESIGNATION A-615.
 $\phi = 60$ - SPIRAL IS MADE OF COLD DRAWN STEEL WIRE - A.S.T.M. DESIGNATION A-82.
 SPLICES MAY BE ACCOMPLISHED BY LAPPING AND WELDING 1/2 TURNS. PROVIDE 'N' = TOTAL NUMBER OF CLOSED TURNS AT TOP AND BOTTOM OF COLUMNS. COST OF CHANNEL SPACERS AND SPLICES SHALL BE INCLUDED IN PRICE BID FOR REINFORCEMENT STEEL.

NOTES

ALL DIMENSIONS ARE OUT TO OUT UNLESS NOTED.
 ALL RADII ARE OUTSIDE.
 SEE HOOK DETAILS FOR HOOK DESCRIPTIONS AND NOTES.
 A DIMENSION SHOWN AS ZERO ON BAR SCHEDULE DELETES THAT PART OF BAR TYPE.

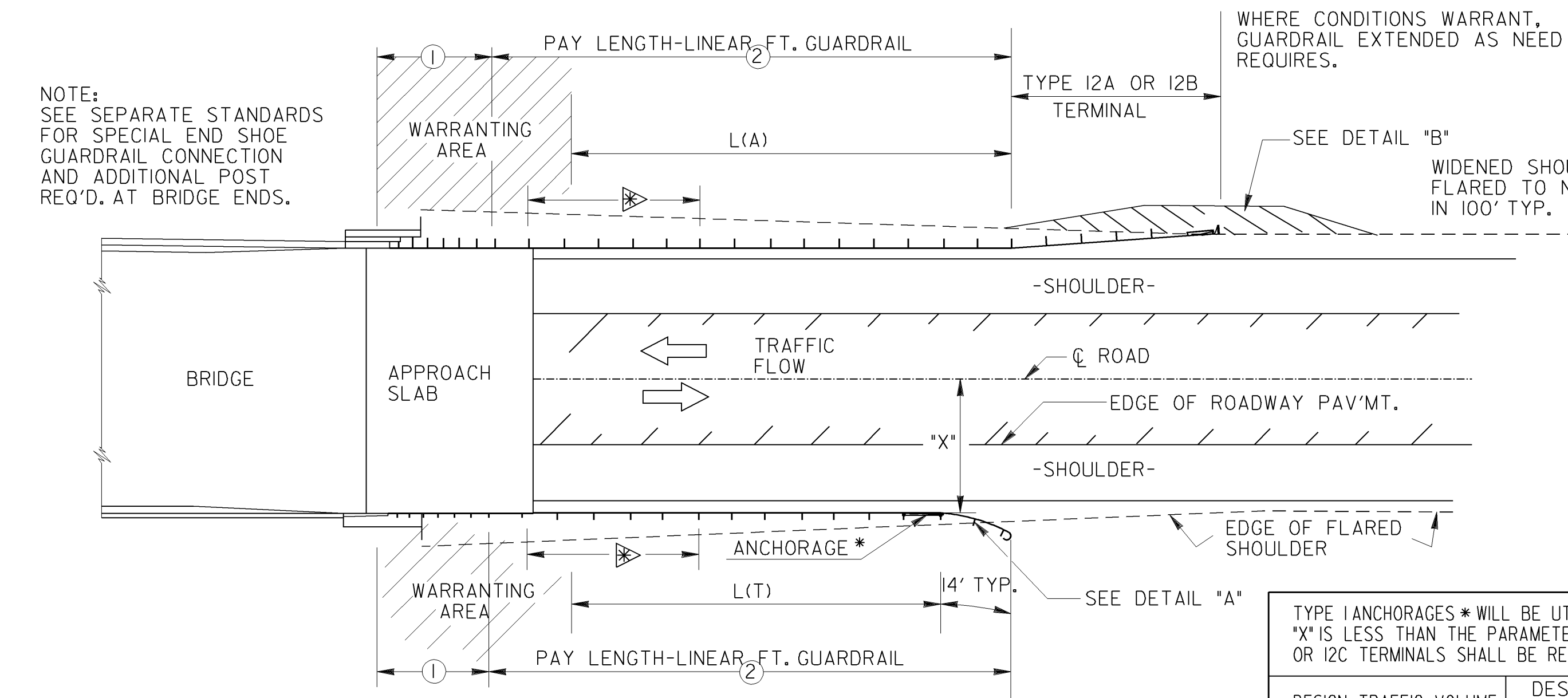
STATE HIGHWAY DEPARTMENT OF GEORGIA BRIDGE DIVISION

STANDARD BAR BENDING DETAILS

NO SCALE AUGUST 1969

DESIGNED: E.E.L.
 DRAWN: E.E.L.
 TRACED: E.E.L.
 CHECKED: E.E.L.
 SUBMITTED: R.L. Chapman
 APPROVED: STATE HIGHWAY ENGINEER
 NUMBER: 3901

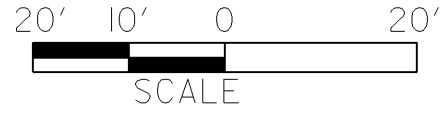
NOTE:
FOR MINIMAL REDUCTION (TO 2') OF SHOULDER ACROSS BRIDGE, ALIGNMENT SHALL BE STRAIGHT FOR SHORT INSTALLATIONS (LESS THAN 200' TOTAL) AS SHOWN HEREON. FOR LONGER INSTALLATIONS, OR GREATER REDUCTION OF SHOULDER WIDTH, GUARDRAIL INSTALLATION SHALL BE AS PER DETAIL AT BOTTOM MIDDLE.



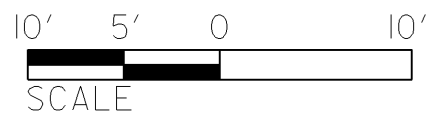
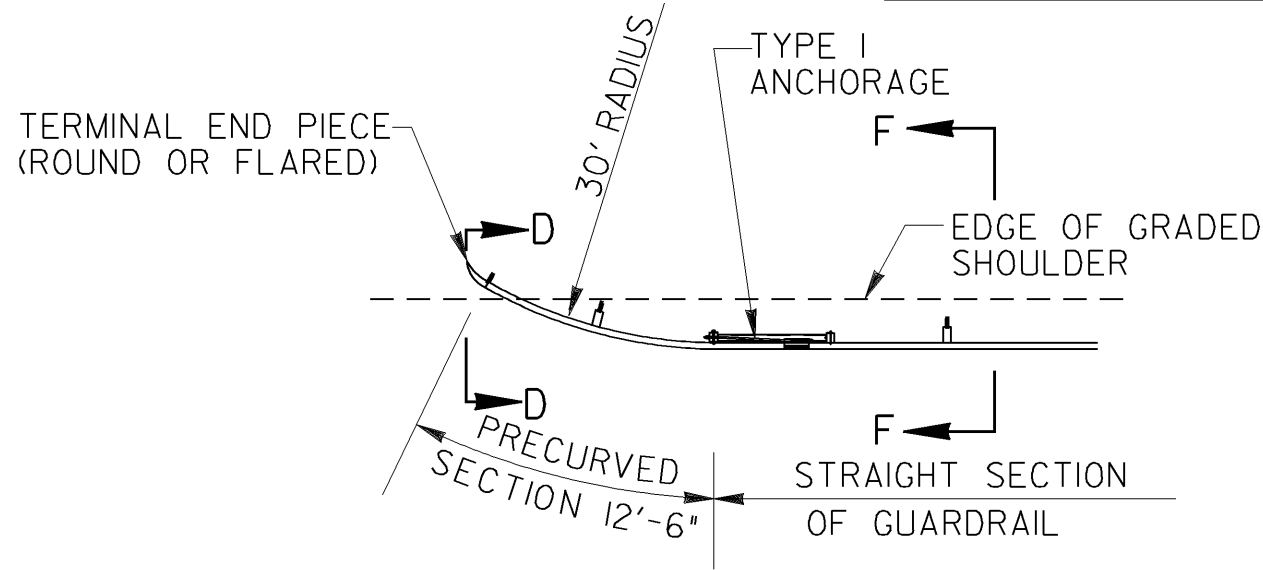
TRAFFIC VOLUME	MIN. L(T)	MIN. L(A)
DHV OVER 400	100'-0"	137'-6"
DHV 200-400	87'-6"	125'-0"
DHV 100-200	75'-0"	112'-6"
ADT 400 & OVER	62'-6"	100'-0"
ADT UNDER 400	50'-0"	87'-6"

NOTE: THESE MINIMUM LENGTHS ARE FOR STRAIGHT ALIGNMENTS IN ADVANCE OF WARRANTING AREA.

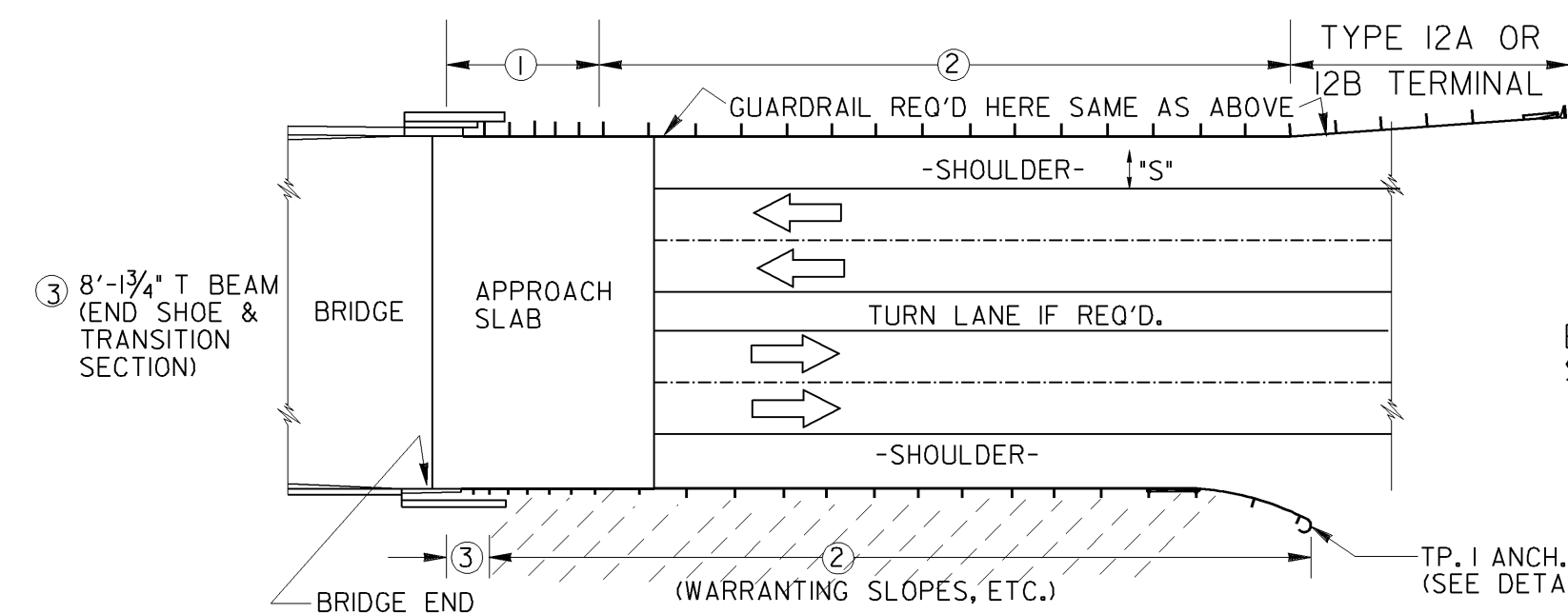
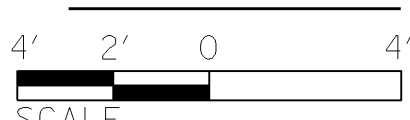
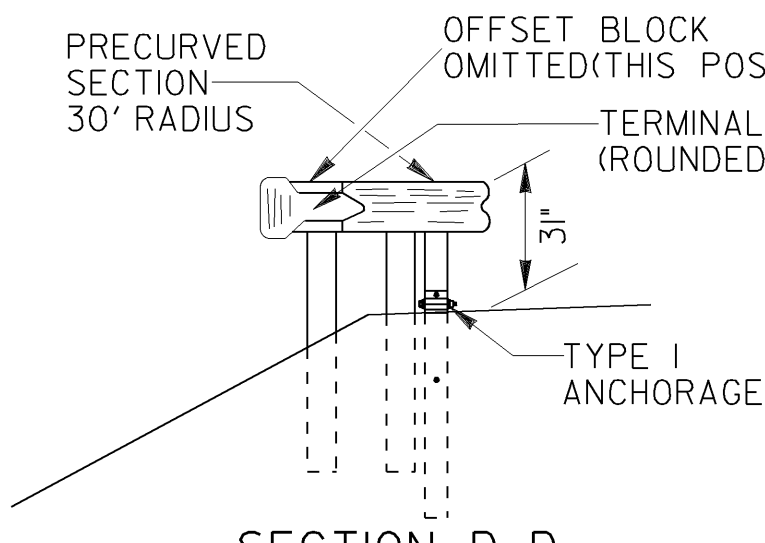
① = 20'-7 3/4" OF "T" BEAM (STD. 4382)
② = VARIABLE LENGTH OF "W" BEAM (6'-3" POST SPA.)
GUARDRAIL LOCATION AT BRIDGE ENDS



DESIGN TRAFFIC VOLUME	DESIGN SPEEDS (AS SHOWN ON COVER SHEET)				
	40 MPH	50 MPH	55 MPH	60 MPH	70 MPH
OVER 6000 A.D.T.	14'	20'	22'	30'	30'
1500 - 6000 A.D.T.	12'	16'	20'	26'	28'
750 - 1500 A.D.T.	10'	14'	16'	20'	24'
UNDER 750 A.D.T.	7'	10'	12'	16'	20'

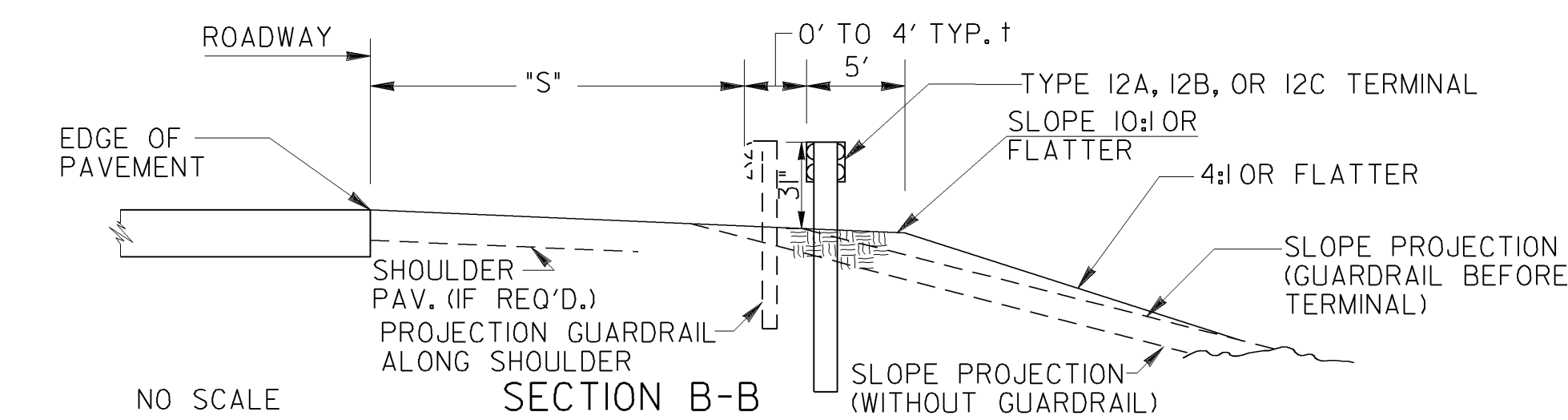


DETAIL "A"



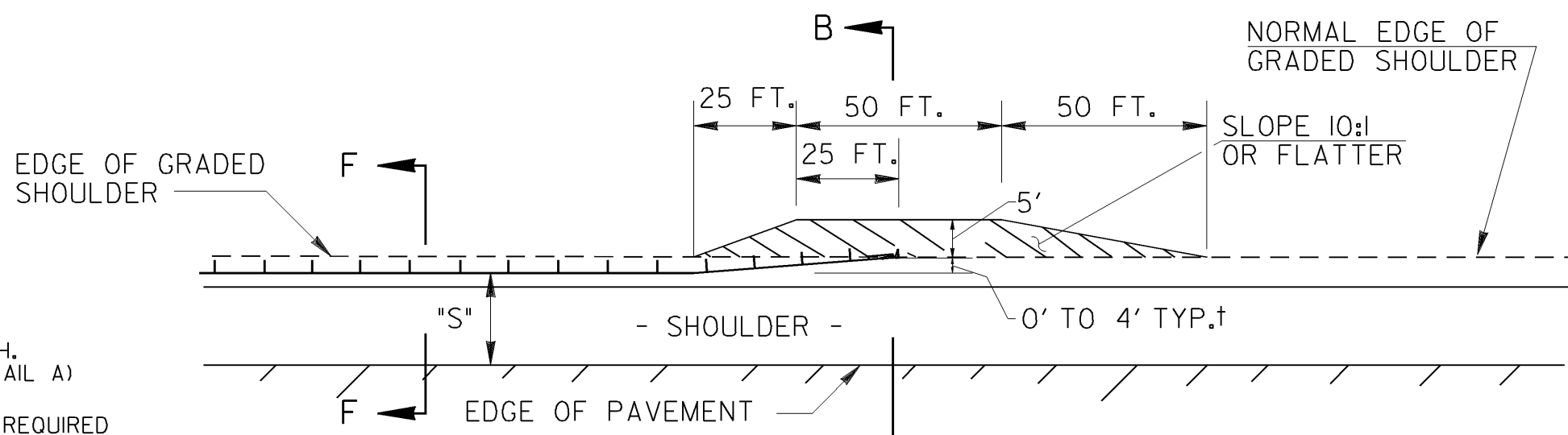
GUARDRAIL AT BRIDGE END OF MULTI-LANE UNDIVIDED HIGHWAY

NO SCALE



DETAIL "B"

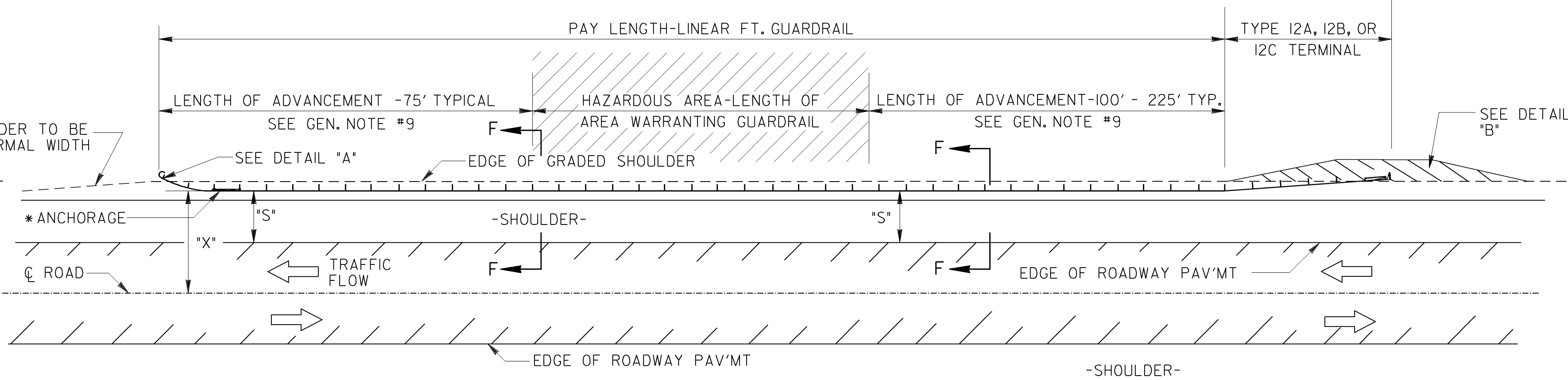
NOTE: DETAIL "A" IS FOR USE ONLY WHERE TYPE I ANCHORAGES ARE PERMITTED AS SHOWN ABOVE OTHERWISE, SEE DETAIL "B" FOR PROPER INSTALLATION OF TYPE I2A, I2B, OR I2C TERMINAL.



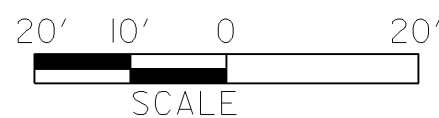
GUARDRAIL LOCATION AT END OF NARROW BRIDGE

(NOTE: DETAILS NOT SHOWN HERE ARE SIMILAR TO THOSE AT TOP LEFT.)

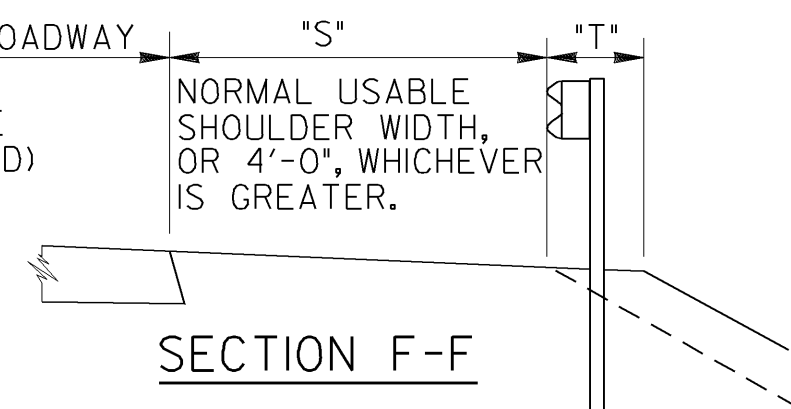
NOTE: DETAILS ARE SIMILAR FOR BOTH SIDES, BUT LENGTHS AND ANCHORAGE/TERMINAL TYPES MAY DIFFER.



GUARDRAIL LOCATION ALONG ROADWAY



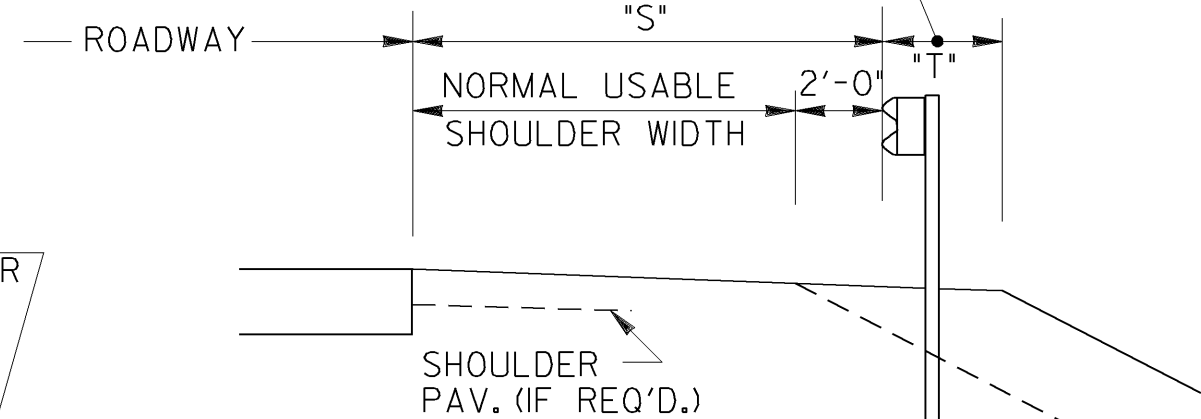
"S" IS THE OFFSET TO THE FACE OF THE GUARDRAIL; THIS WILL BE TWO(2) FEET GREATER THAN THE USABLE SHOULDER WIDTH (PER AASHTO MINIMUM SHOULDER REQUIREMENTS) EXCEPT WHERE THE CURRENT A.D.T. IS UNDER 400, IN WHICH CASE "S" MAY BE EQUAL TO THE USABLE OR GRADED SHOULDER WIDTH (NOT LESS THAN 4).



SECTION F-F

(USE ONLY WHERE CURRENT ADT IS UNDER 400)

"T"=3'-6" NORMAL LENGTH POST; MAY BE REDUCED TO 2'-6" WITH 7'-0" LENGTH POST, AS DIRECTED BY THE ENGINEER.



SECTION F-F

(USE FOR ALL CONDITIONS, EXCEPT WHERE CURRENT ADT IS UNDER 400.)

GENERAL NOTES:

- GUARDRAIL, ITS FITTINGS, PARTS, ETC. ARE TO BE IN ACCORDANCE WITH GEORGIA STANDARD SPECIFICATIONS AND/OR SPECIAL PROVISIONS.
- FOR DETAILS OF BEAM TYPE GUARDRAIL, ACCESSORIES, GUARDRAIL POST, OFFSET BLOCKS, GUARDRAIL ANCHORAGE TYPE I, TERMINALS TYPE I2A, I2B, AND I2C, & BRIDGE END CONNECTION DETAILS, SEE APPLICABLE GEORGIA STANDARD PLANS AND/OR CONSTRUCTION DETAILS.
- ALL OFFSET AND LENGTHS HERE SHOWN ARE APPLIED TO FACE OF GUARDRAIL.
- POST SPACING SHALL BE 6'3" C. TO C., UNLESS OTHERWISE NOTED.
- TYPE I2A, I2B, AND I2C TERMINALS SHOULD BE TERMINATED ON SLOPES 10:1 OR FLATTER, WHERE NORMAL SLOPE IS STEEPER, A 10:1 OR FLATTER SLOPE SHOULD BE CONSTRUCTED.
- GUARDRAIL SHALL NOT BE ERECTED ON SLOPES WHICH ARE STEEPER THAN 10:1, EXCEPT FOR THE PORTION OF PRECURVED (SHOP CURVED) SECTION THAT EXTENDS BACK OF THE SHOULDER AS SHOWN IN DETAIL "A" WHICH IS ERECTED ON NORMAL SLOPES OR EXCEPT WHERE SHOWN OTHERWISE IN PLANS.
- PAY LENGTH SHALL BE MEASURED ALONG FACE OF GUARDRAIL.
- W. BEAM GUARDRAIL WILL HAVE A CONSTANT TOP OF RAIL HT. OF 3" THROUGHOUT INSTALLATION EXCEPT WHERE A PORTION OF THE PRECURVED SECTION SHOWN IN DETAIL "A" EXTENDS BACK OF THE GRADED SHOULDER.
- GUARDRAIL WILL EXTEND PAST HAZARD ON BOTH THE APPROACH & TRAILING ENDS TO PREVENT VEHICLE PENETRATION BEHIND THE RAIL INTO THE HAZARDOUS AREA. THE TYPICAL LENGTHS OF ADVANCEMENT SHOWN MAY BE INCREASED OR DECREASED WHEN SHOWN IN THE PLANS, OR WHERE DIRECTED BY THE ENGINEER BECAUSE OF SPEED DESIGN, ROADSIDE GEOMETRY, SIZE OF HAZARD, OR OTHER CONDITIONS. IF FURTHER INFORMATION IS DESIRED; SEE THE AASHTO "ROADSIDE DESIGN GUIDE".

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.

† SEE GA STANDARD 4384 FOR OFFSETS AND FLARE RATES FOR TYPE I2A, I2B, AND I2C TERMINALS.

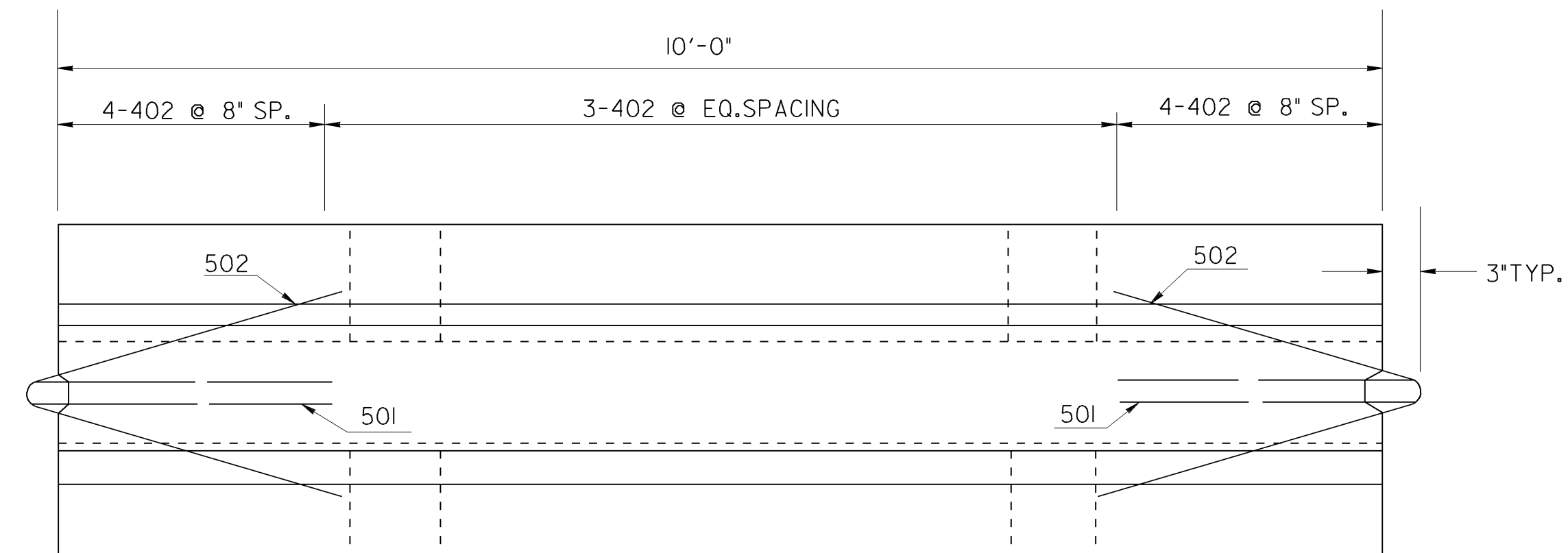
DESIGN SPEED (mph)	SHY-LINE OFFSET (ft)	FLARE RATE	
		BARRIER INSIDE SHY-LINE	BARRIER AT OR BEYOND SHY-LINE
70	9	30	15
60	8	26	14
55	7	24	12
50	6.5	21	11
45	6	18	10
40	5	16	8
30	4	13	7

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.

1-29-16		DATE	
REV TP 12 TO I2A/B/C		REVISION	
REV NOTES, AND FLARE		TBL	
DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA STANDARD GUARDRAIL LOCATION DETAILS FOR UNDIVIDED HIGHWAYS AND ROADS (WITH SHOULDERS ADJACENT TO THE ROADWAY) 31 INCH GUARDRAIL HEIGHT SCALE AS SHOWN AUGUST 2011			
DES. G.L.O. CHK. B.R.E. REVIEW	G.L.O. G.L.O. B.R.E. B.A.S.	(SUBMITTED) STATE DESIGN POLICY ENGINEER (APPROVED) CHIEF ENGINEER	NUMBER 4388

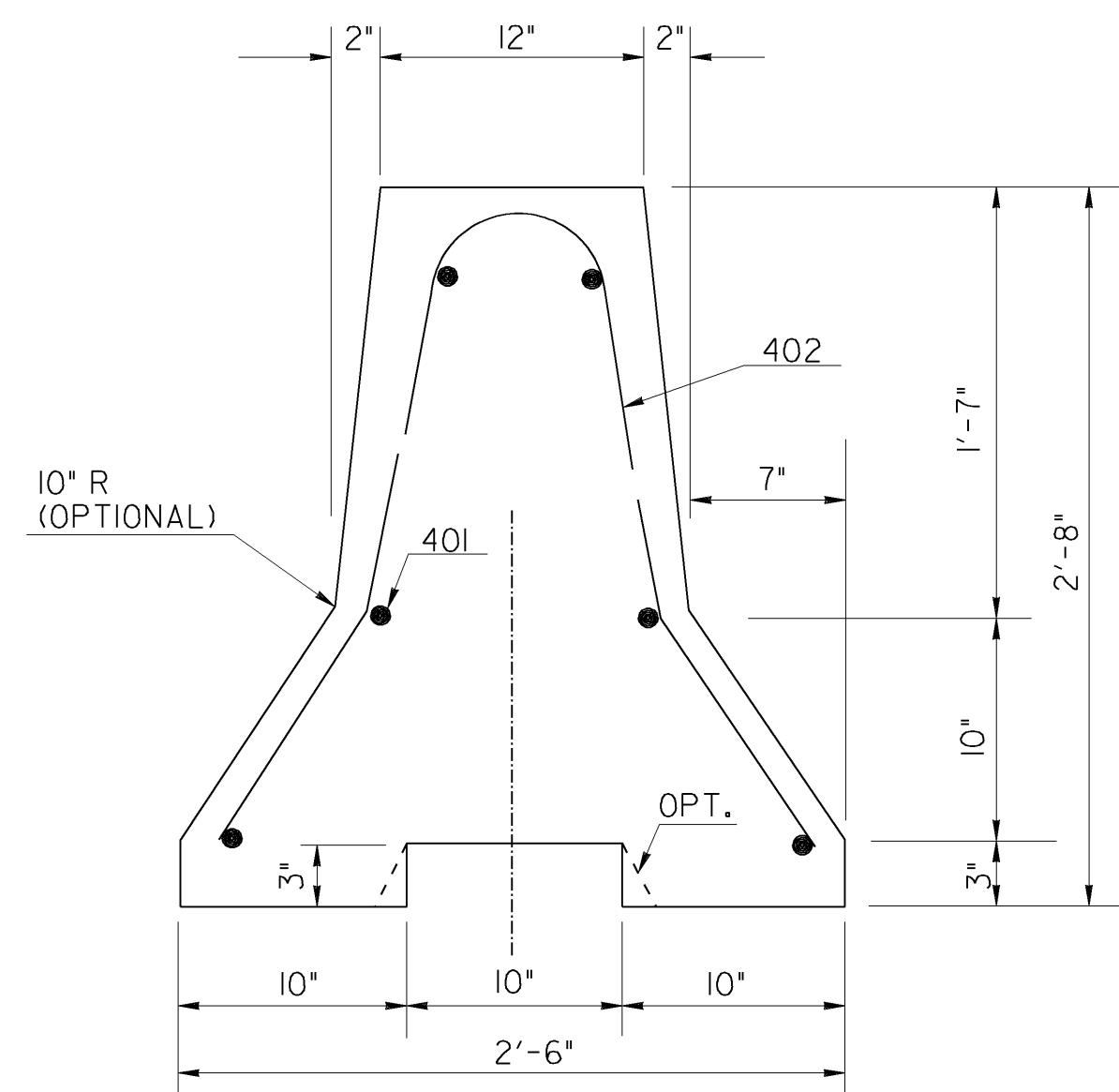
STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

PRECAST CONCRETE BARRIER DETAILS

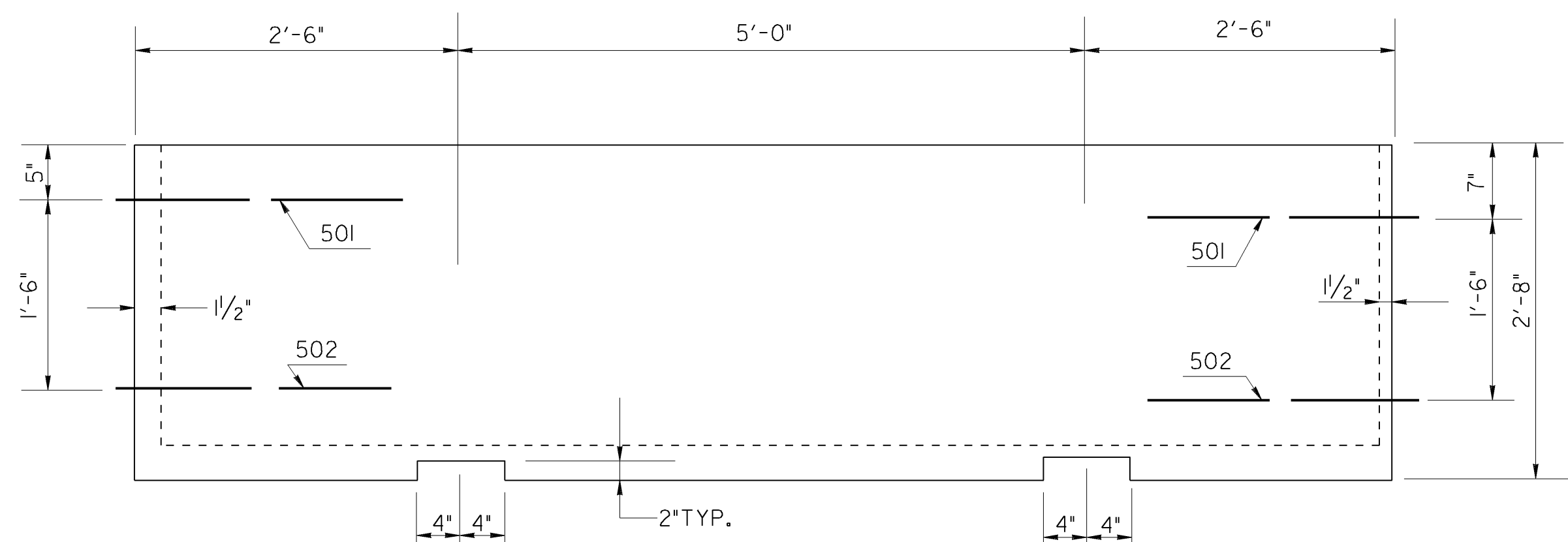


PLAN

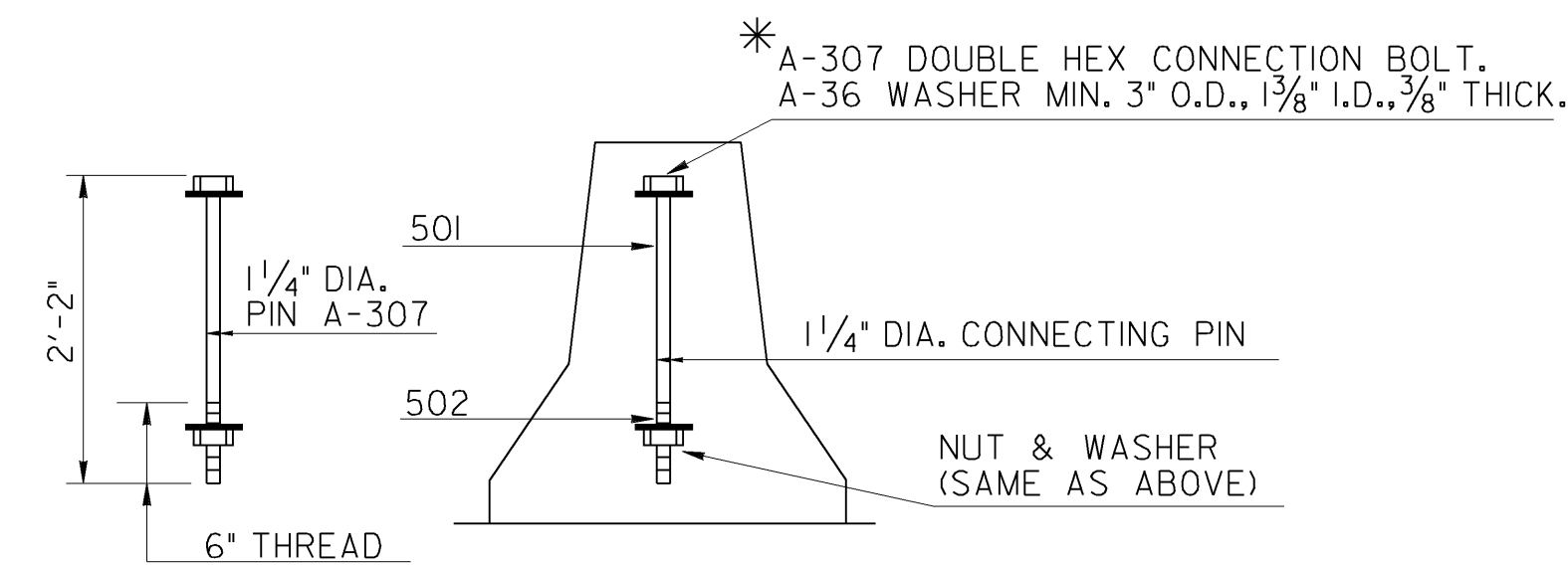
NOTE:
BARRIER SECTIONS SHALL BE CONNECTED TOGETHER WITH THE 1 1/4" DIA. A-307 DOUBLE HEX CONNECTION BOLT. THE BOTTOM NUT & WASHER SHALL BE MAINTAINED BY THE CONTRACTOR FOR THE DURATION OF THE BARRIER INSTALLATION.



END ELEVATION



SIDE VIEW

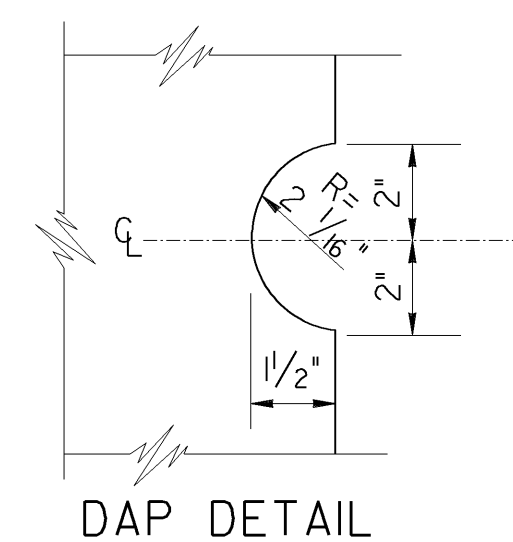
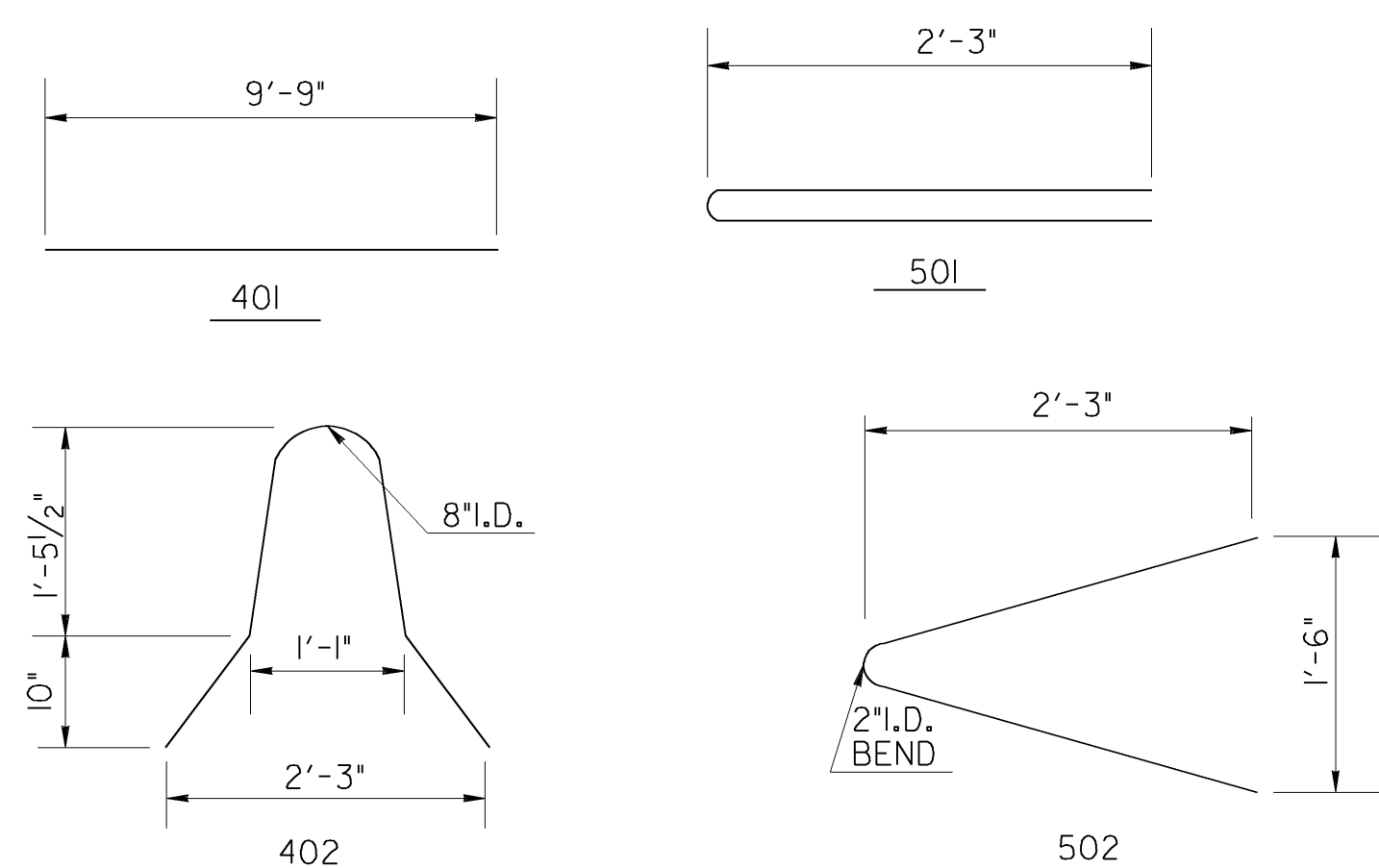


PIN CONNECTION

* AN ALTERNATE CONNECTING PIN WITH A FUSED NUT ON THE TOP THREADED PORTION AND NUT AND WASHER AS SPECIFIED ON THE BOTTOM MAY ALSO BE USED.

GENERAL NOTES:

- 1-MATERIALS: CLASS 'A' CONCRETE AND 40 STEEL.
- 2-SEE GA. SPECIFICATIONS FOR BASIS OF PAYMENT AND METHOD NO. ____.
- 3-REINFORCEMENT, HAVING AN AREA AT LEAST EQUAL TO REBARS SHOWN, MAY BE USED AS AN ALTERNATE.
- 4-BARRIERS SHALL BE PLACED SUCH THAT OPENINGS BETWEEN INDIVIDUAL SECTIONS SHALL BE KEPT TO A MAXIMUM.



DAP DETAIL

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA			
STANDARD DETAILS OF PRECAST TEMPORARY BARRIERS			
REV. CONNECTION WASHER AND REV. GEN. NOTE NO. 4.	REV. REBAR & PIN CONN. COTTER PIN REQUIREMENT	REVISION	DATE
9-8-06	5-2-01		
G.L.O.	R.M.U.	BY	
DES. _____	TRA. _____	CHK. _____	
(SUBMITTED) <i>B. A. H.</i> STATE ROAD & AIRPORT DESIGN ENGR.			
(APPROVED) <i>O. L. H.</i> CHIEF ENGINEER			
NO SCALE			AUG., 1995
NUMBER 4961			

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

GENERAL NOTES :

1. ALL TRAFFIC CONTROL DEVICES SHALL BE MADE AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS; THE MUTCD; THE GEORGIA STANDARD SPECIFICATIONS, AND/OR SPECIAL PROVISIONS. (SEE SECTION 150)
2. ALL TRAFFIC CONTROL DEVICES SHALL BE AS SHOWN, OR AS DIRECTED BY THE ENGINEER. ADDITIONAL DEVICES MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.
3. ALL PORTABLE SIGNS SHALL BE MOUNTED A MINIMUM OF 10 FEET ABOVE THE LEVEL OF PAVEMENT EDGE FOR DIRECTIONAL TRAFFIC OF TWO (2) LANES OR LESS AND A MINIMUM OF 7 FEET FOR DIRECTIONAL OF THREE (3) OR MORE LANES. ALL PORTABLE SIGNS AND SIGN MOUNTING DEVICES UTILIZED IN THE WORK SHALL BE NCHRP 350 COMPLIANT. PORTABLE SIGNS MAY BE USED WHEN THE DURATION OF THE WORK IS LESS THAN 3 DAYS.
4. WHEN THE CONSTRUCTION AREA HAS ENTRANCE/EXIT RAMP OR INTERSECTIONS, WORK WILL BE PERFORMED IN SUCH A MANNER TO PERMIT TRAFFIC TO OPERATE WITH THE LEAST AMOUNT OF INCONVENIENCE AS POSSIBLE. ADDITIONAL CHANNELIZATION AND SIGNING SHALL BE INSTALLED, AS REQUIRED, TO ALLOW TRAFFIC TO REMAIN AS OPERATIONAL AS POSSIBLE. WHEN ENTRANCE RAMP/INTERSECTIONS ARE INOPERABLE, FLAGGERS WILL BE UTILIZED TO CONTROL AND PROHIBIT MOVEMENT INTO THE PROJECT AT THAT POINT UNTIL CONSTRUCTION HAS CLEARED THE RESTRICTION SUFFICIENT TO RETURN TO OPERATIONAL STATUS.
5. FOR NIGHT TIME OPERATIONS, DRUMS SHALL HAVE, FOR THE LENGTH OF THE TAPER ONLY, A SIX (6") INCH ORANGE REFLECTIZED TOP STRIPE ON EACH DRUM IN THE TAPER AS REQUIRED IN SECTION 150. SPACING OF DEVICES SHALL BE AS SHOWN. DURING DAYLIGHT HOURS, CONES (28" MIN.) MAY BE USED IN ADVANCE OF AND THROUGHOUT WORK AREA.
6. SIGN LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS BUT MUST BE WITHIN THE LIMITATIONS SET FORTH IN THE MUTCD.
7. A PORTABLE SELF-SUSTAINED SEQUENTIAL OR FLASHING ARROW SIGN SHALL BE USED AT THE BEGINNING OF EACH LANE CLOSURE ON MULTI-LANE HIGHWAYS. ARROW PANELS SHALL NOT BE USED ON TWO-LANE TWO-WAY HIGHWAYS EXCEPT IN CAUTION MODE.
8. WHEN NOT IN USE, PORTABLE SIGNS SHALL BE REMOVED FROM THE TRAVELWAY SO THAT THE MESSAGE IS NOT VISIBLE TO THE MOTORIST. INTERIM SIGNS THAT ARE PERMANENTLY MOUNTED SHALL BE COVERED WHEN NOT APPLICABLE. SEE SECTION 150.
9. PROJECT SIGNS W20-1, G20-1 & G20-2 FOR THIS PROJECT SHALL BE COORDINATED WITH ADJACENT CONSTRUCTION PROJECTS. ONLY ONE SET OF SIGNS IS REQUIRED IN EACH DIRECTION FOR THE TOTAL LENGTH OF ALL PROJECTS- AT THE BEGINNING OF THE FIRST PROJECT AND AT THE ENDING OF THE LAST PROJECT. ADVANCE CONSTRUCTION SIGNS ARE NOT REQUIRED ON INTERMEDIATE PROJECTS, UNLESS CONSTRUCTION ON THE ADJACENT PROJECTS IS COMPLETED BEFOREHAND, THEN PROJECT CONSTRUCTION SIGNS WILL BE ADDED AS NECESSARY.
10. ALL THE COST OF THE MATERIALS, LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK SHALL BE INCLUDED IN THE PRICE BID FOR TRAFFIC CONTROL SECTION 150. LUMP SUM WHEN SHOWN AS A PAYMENT ITEM IN THE PROPOSAL. OTHERWISE, ALL THE COST WILL BE INCLUDED IN THE OVER-ALL BID SUBMITTED, EXCEPT ON CERTAIN PROJECTS SOME ITEMS MAY BE PAID FOR SEPARATELY BY THE UNIT WHEN SPECIFIED ON THE PLANS AND IN THE PROPOSAL.
11. FOR FREEWAY CONSTRUCTION THE CONTRACTOR SHALL ARRANGE HIS WORK SO THAT THERE IS AN EXIT GORE SIGN AND AN EXIT DIRECTION SIGN IN PLACE FOR ALL EXIT RAMP AT ALL TIMES.
12. ALL CROSSROADS, SIDEROADS, RAMPS OR OTHER ENTRANCES TO MAINLINE CONSTRUCTION SHALL REQUIRE W20-1 SIGNS LOCATED AS SHOWN IN THE PLANS, OR AS DIRECTED BY THE ENGINEER.
13. MARKINGS AND/OR SIGNS IN CONFLICT WITH INTERIM TRAFFIC CONTROL SHALL BE REMOVED, RELOCATED OR COVERED; APPLICABLE EXISTING AND INTERIM MARKINGS AND/OR SIGNING SHALL BE MAINTAINED PER SECTION 150.
14. ANY CHANNELIZING DEVICES (DRUMS OR BARRICADES) IN CONFLICT WITH CONCRETE BARRIERS SHALL BE OMITTED.
15. CONTRACTOR SHALL PROVIDE THE NECESSARY TRAFFIC CONTROL DURING THE TIE-IN OPERATION.
16. THE TRAFFIC CONTROL DEVICES SHOWN FOR ANY STAGE CONSTRUCTION SHALL REMAIN IN PLACE AND BE UTILIZED SO LONG AS NECESSARY FOR THE FOLLOWING STAGES AND SHALL BE REMOVED IMMEDIATELY WHEN NO LONGER REQUIRED. THE DEVICES MAY OR MAY NOT BE SHOWN ON THE PLANS FOR THESE FOLLOWING STAGES. REFER TO THE PLAN SHEET FOR THE INITIAL STAGE FOR THESE TRAFFIC CONTROLS.
17. EXISTING GUIDE SIGNS SHALL REMAIN IN PLACE SO LONG AS THEY DO NOT CONFLICT WITH THE CONSTRUCTION OF THIS PROJECT. WHEN IN CONFLICT, THEY SHALL BE RELOCATED ON TEMPORARY POSTS AT THE LOCATION AS DIRECTED BY THE ENGINEER. ANY DISTANCE SHOWN ON THE SIGN SHALL BE ADJUSTED ACCORDINGLY. IF THE SIGNS CANNOT BE RELOCATED, THEN THE SIGN SHALL BE REMOVED AND STORED AT A PLACE DESIGNATED BY THE ENGINEER. IF NEITHER OF THE ABOVE CAN BE DONE, THEN THE CONTRACTOR SHALL PROVIDE INTERIM GUIDE SIGNS AS COVERED IN SECTION 150.
18. (a) ON PROJECTS WITH LOW OR SOFT SHOULDERS, THE CONTRACTOR SHALL ERECT IMMEDIATELY AHEAD OF CONSTRUCTION OPERATIONS "LOW/SOFT SHOULDER" WARNING SIGNS AT THE PROJECT TERMINII, AT INTERVALS NOT TO EXCEED 1 MILE AND IMMEDIATELY PAST EACH CROSSROAD.

(b) WHERE THE CONTRACTOR IS NOT RESPONSIBLE FOR SHOULDER CONSTRUCTION, THE DEPARTMENT WILL FURNISH THESE SIGNS FOR THE CONTRACTOR TO PICK UP, TRANSPORT, AND ERECT. THE DEPARTMENT WILL LATER REMOVE AND RETAIN THE SIGNS.

STANDARD LEGEND

- STRIPED DRUM
- TYPE III BARRICADES
- ×

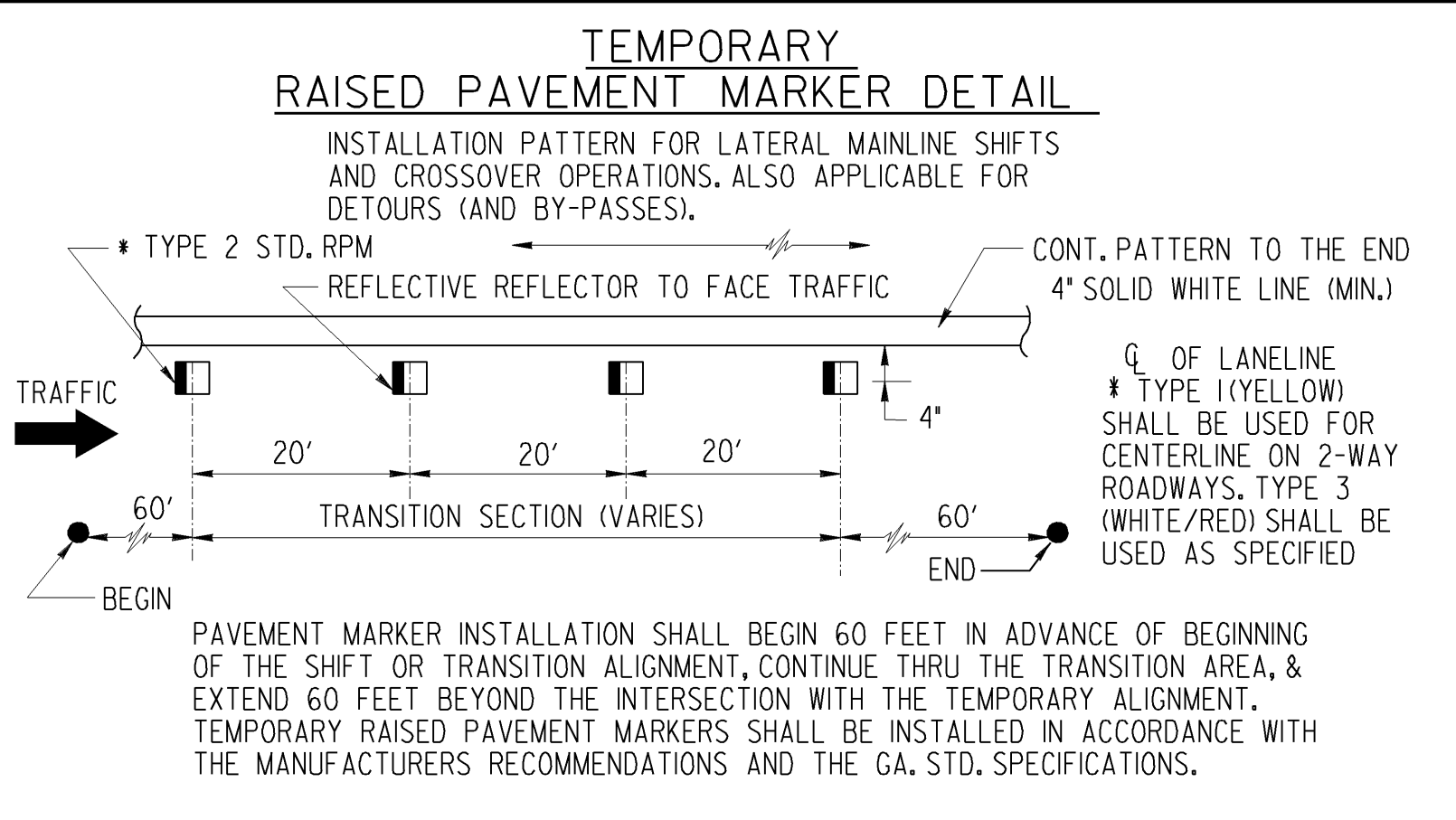
SPECIAL BARRICADE WITH BI-DIRECTIONAL, TYPE "C" STEADY BURNING LIGHT OR HIGHWAY SIGN AS SPECIFIED (SEE DETAIL)
- SEQUENTIAL OR FLASHING ARROW
- PORTABLE CHANGEABLE MESSAGE SIGN
- ⊥

PERMANENT TYPE POST MOUNTED SIGN
- ⊕

TEMPORARY POST MOUNTED SIGN
- Ⓚ

PORTABLE MOUNTED SIGN - FLAGS NOT REQUIRED
- WORK AREA
- ▲

TRAFFIC CONE - 28" MIN. - (DAYTIME USE ONLY)
- FLAGGER WITH STOP-SLOW PADDLE
- TRAFFIC IMPACT ATTENUATOR (CRASH CUSHION)
- TYPE I CLEAR (WHITE) DELINEATOR - SINGLE FACE
- TYPE I YELLOW DELINEATOR - SINGLE FACE
- TYPE I CLEAR (WHITE) DELINEATOR DOUBLE FACE
- TYPE I YELLOW DELINEATOR DOUBLE FACE



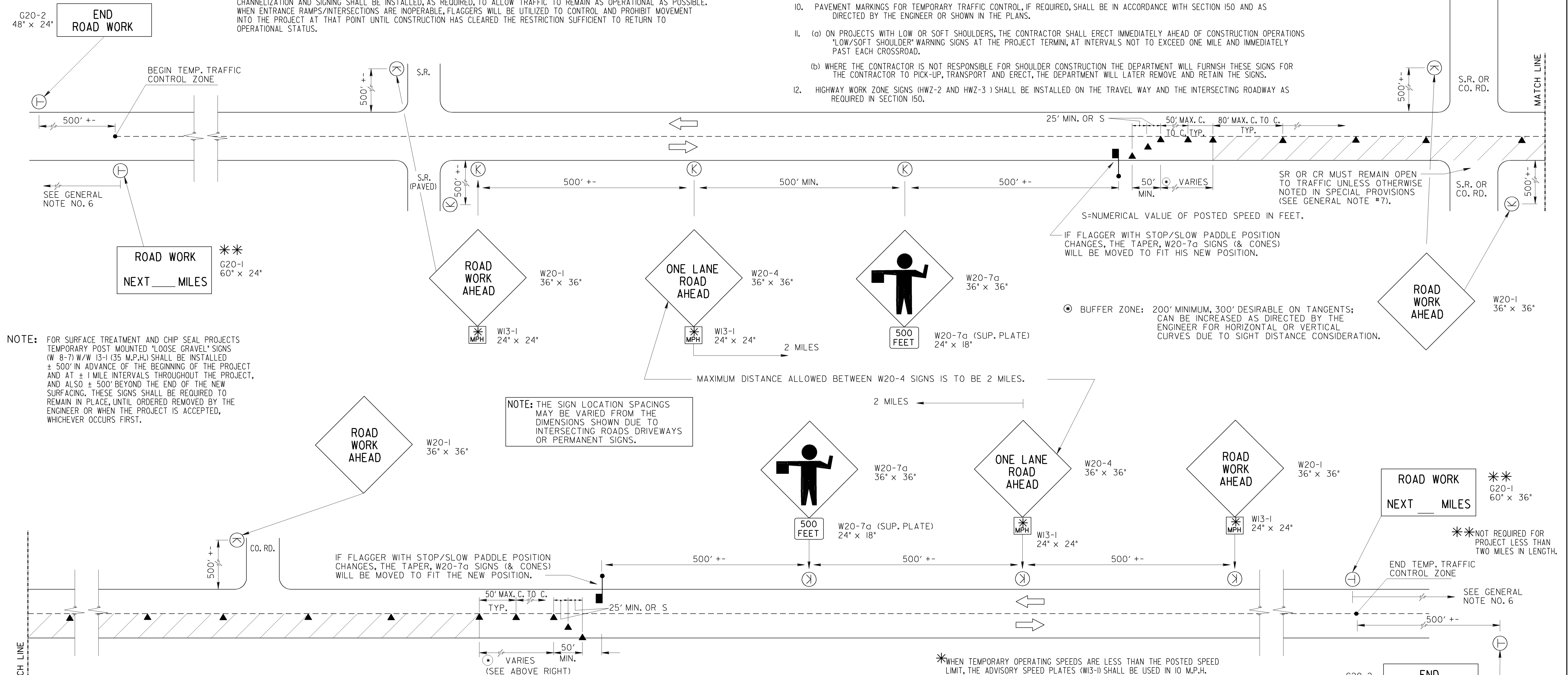
3-30-06		4-24-01		DATE	
REVISED GENERAL NOTES AND LEGEND, DELETED TWO DETAILS.		SPEC. BAR. SH. SPEC. REVISION		DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
GLO		BY		STANDARD TRAFFIC CONTROL GENERAL NOTES, STANDARD LEGEND, MISCELLANEOUS DETAILS	
				NO SCALE	
				AUG., 1999	
				NUMBER 9100	
				DES. (SUBMITTED) <i>[Signature]</i> STATE ROAD & AIRPORT DESIGN ENGINEER TRA. (APPROVED) <i>[Signature]</i> CHK. CHIEF ENGINEER	

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.			

GENERAL NOTES:

- ALL TRAFFIC CONTROL DEVICES SHALL BE MADE AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN ON THE PLANS; THE MUTCD; THE GEORGIA STANDARD SPECIFICATIONS, AND/OR SPECIAL PROVISIONS. (SEE SECTION 150)
- ALL TRAFFIC CONTROL DEVICES SHALL BE AS SHOWN, OR AS DIRECTED BY THE ENGINEER. ADDITIONAL DEVICES MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.
- ALL PORTABLE SIGNS SHALL BE MOUNTED A MINIMUM OF 1 FOOT ABOVE THE LEVEL OF PAVEMENT EDGE FOR DIRECTIONAL TRAFFIC OF TWO (2) LANES OR LESS AND A MINIMUM OF 7 FEET FOR DIRECTIONAL OF THREE (3) OR MORE LANES. ALL PORTABLE SIGNS AND SIGN MOUNTING DEVICES UTILIZED IN THE WORK SHALL BE NCHRP 350 COMPLIANT. PORTABLE SIGNS MAY BE USED WHEN THE DURATION OF THE WORK IS LESS THAN 3 DAYS.
- WHEN THE CONSTRUCTION AREA HAS ENTRANCE/EXIT RAMP OR INTERSECTIONS, WORK WILL BE PERFORMED IN SUCH A MANNER TO PERMIT TRAFFIC TO OPERATE WITH THE LEAST AMOUNT OF INCONVENIENCE AS POSSIBLE. ADDITIONAL CHANNELIZATION AND SIGNING SHALL BE INSTALLED, AS REQUIRED, TO ALLOW TRAFFIC TO REMAIN AS OPERATIONAL AS POSSIBLE. WHEN ENTRANCE RAMP/INTERSECTIONS ARE INOPERABLE, FLAGGERS WILL BE UTILIZED TO CONTROL AND PROHIBIT MOVEMENT INTO THE PROJECT AT THAT POINT UNTIL CONSTRUCTION HAS CLEARED THE RESTRICTION SUFFICIENT TO RETURN TO OPERATIONAL STATUS.

- FOR NIGHT TIME OPERATIONS, DRUMS SHALL HAVE, FOR THE LENGTH OF THE TAPER ONLY, A SIX (6) INCH ORANGE REFLECTIZED TOP STRIPE ON EACH DRUM IN THE TAPER AS REQUIRED IN SECTION 150. SPACING OF DEVICES SHALL BE AS SHOWN. DURING DAYLIGHT HOURS, CONES (28" MIN.) MAY BE USED IN ADVANCE OF AND THROUGHOUT WORK AREA.
- SIGNS SHOWN HERE ARE IN ADDITION TO ALL ADVANCE WARNING SIGNS REQUIRED IN SECTION 150.
- FLAGGERS SHALL BE PROVIDED AS NECESSARY TO PROHIBIT WRONG DIRECTION OF TRAFFIC THRU WORK AREAS.
- WHEN NOT IN USE, PORTABLE SIGNS SHALL BE REMOVED FROM THE TRAVELWAY SO THAT THE MESSAGE IS NOT VISIBLE TO THE MOTORIST. INTERIM SIGNS THAT ARE PERMANENT MOUNTED SHALL BE COVERED WHEN NOT APPLICABLE. SEE SECTION 150.
- PAYMENT FOR TRAFFIC CONTROL SHALL BE PER SECTION 150.
- PAVEMENT MARKINGS FOR TEMPORARY TRAFFIC CONTROL, IF REQUIRED, SHALL BE IN ACCORDANCE WITH SECTION 150 AND AS DIRECTED BY THE ENGINEER OR SHOWN IN THE PLANS.
- (a) ON PROJECTS WITH LOW OR SOFT SHOULDERS, THE CONTRACTOR SHALL ERECT IMMEDIATELY AHEAD OF CONSTRUCTION OPERATIONS "LOW/SOFT SHOULDER" WARNING SIGNS AT THE PROJECT TERMINI, AT INTERVALS NOT TO EXCEED ONE MILE AND IMMEDIATELY PAST EACH CROSSROAD.
- (b) WHERE THE CONTRACTOR IS NOT RESPONSIBLE FOR SHOULDER CONSTRUCTION THE DEPARTMENT WILL FURNISH THESE SIGNS FOR THE CONTRACTOR TO PICK-UP, TRANSPORT AND ERECT, THE DEPARTMENT WILL LATER REMOVE AND RETAIN THE SIGNS.
- HIGHWAY WORK ZONE SIGNS (HWZ-2 AND HWZ-3) SHALL BE INSTALLED ON THE TRAVEL WAY AND THE INTERSECTING ROADWAY AS REQUIRED IN SECTION 150.



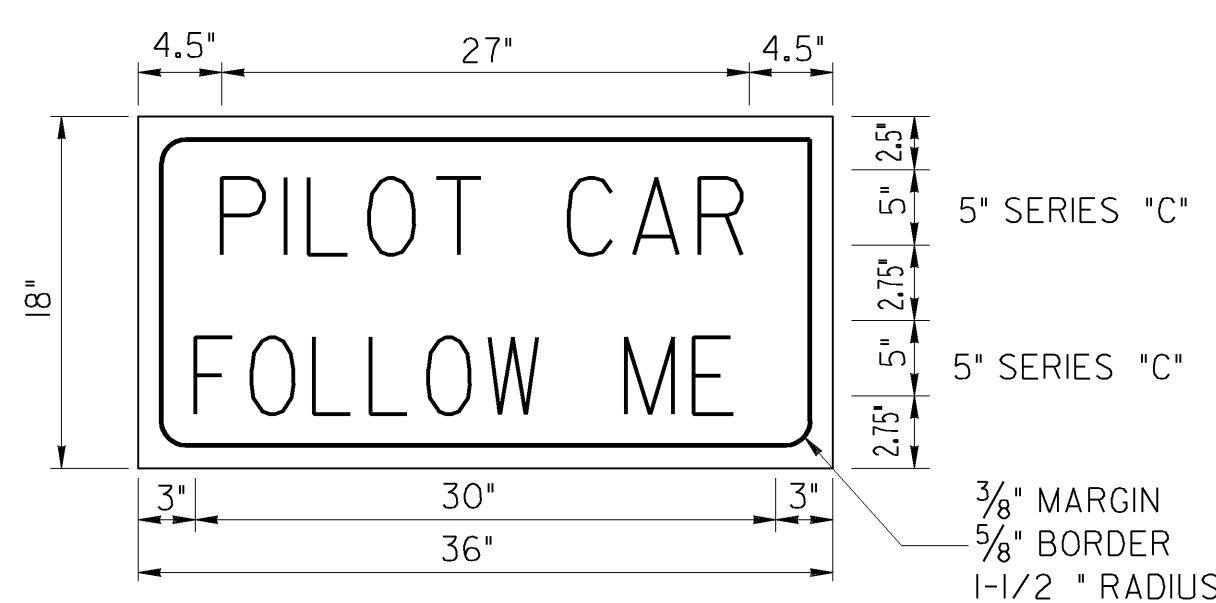
NOTE: FOR SURFACE TREATMENT AND CHIP SEAL PROJECTS TEMPORARY POST MOUNTED "LOOSE GRAVEL" SIGNS (W 8-7) W/W 13-1 (35 M.P.H.) SHALL BE INSTALLED ± 500' IN ADVANCE OF THE BEGINNING OF THE PROJECT AND AT ± 1 MILE INTERVALS THROUGHOUT THE PROJECT, AND ALSO ± 500' BEYOND THE END OF THE NEW SURFACING. THESE SIGNS SHALL BE REQUIRED TO REMAIN IN PLACE, UNTIL ORDERED REMOVED BY THE ENGINEER OR WHEN THE PROJECT IS ACCEPTED, WHICHEVER OCCURS FIRST.

NOTE: THE SIGN LOCATION SPACINGS MAY BE VARIED FROM THE DIMENSIONS SHOWN DUE TO INTERSECTING ROADS, DRIVEWAYS OR PERMANENT SIGNS.

⊙ BUFFER ZONE: 200' MINIMUM, 300' DESIRABLE ON TANGENTS; CAN BE INCREASED AS DIRECTED BY THE ENGINEER FOR HORIZONTAL OR VERTICAL CURVES DUE TO SIGHT DISTANCE CONSIDERATION.

*WHEN TEMPORARY OPERATING SPEEDS ARE LESS THAN THE POSTED SPEED LIMIT, THE ADVISORY SPEED PLATES (W13-1) SHALL BE USED IN 10 M.P.H. INCREMENTS, UNTIL THE SPEED IS REDUCED TO THE TEMPORARY OPERATING SPEED. TEMPORARY OPERATING SPEED SHALL BE 35 M.P.H. UNLESS OTHERWISE DETERMINED BY THE ENGINEER.

DETAIL OF G20-4 SIGN For Pilot Vehicle
IF REQUIRED OR USED ON PROJECT



STANDARD LEGEND

- STRIPED DRUM
- PERMANENT TYPE POST MOUNTED SIGN (7' MOUNT HEIGHT)
- ⊕ TEMPORARY POST MOUNTED SIGN - (7' MOUNT HEIGHT)
- Ⓚ PORTABLE MOUNTED SIGN - MINIMUM HEIGHT OF 1 FT. ABOVE THE EDGE OF PAVEMENT; INSTALLED AS PER NCHRP 350 TESTING REQUIREMENTS.
- ▨ WORK AREA
- ▲ TRAFFIC CONE - 28" MIN. - DAYTIME USE ONLY
- FLAGGER WITH STOP-SLOW PADDLE

3-30-06		DATE	
REMOVED FLAGS AND REV. SIGN		REVISION	
G20-2A TO G20-2.			
GLO		BY	
DES. _____		STATE ROAD & AIRPORT DESIGN ENGINEER	
TRA. _____		(APPROVED) _____	
CHK. _____		CHIEF ENGINEER	
NO SCALE		REV. & REDR. JULY, 1999	
NUMBER		9102	

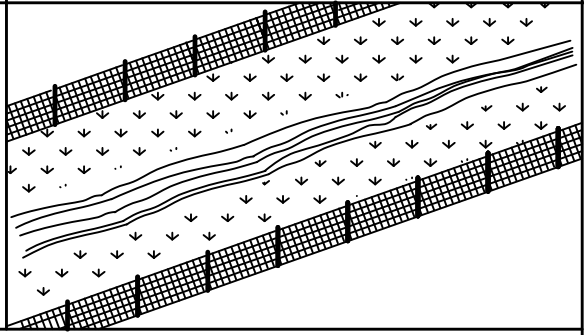

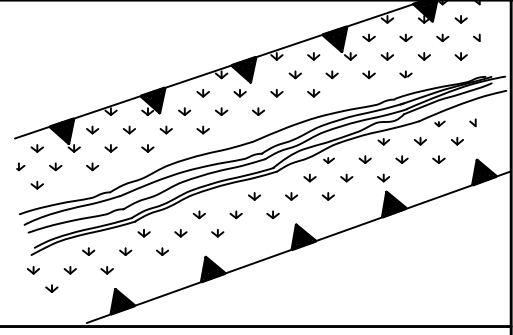

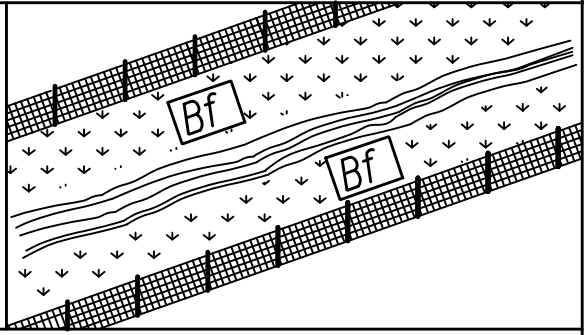

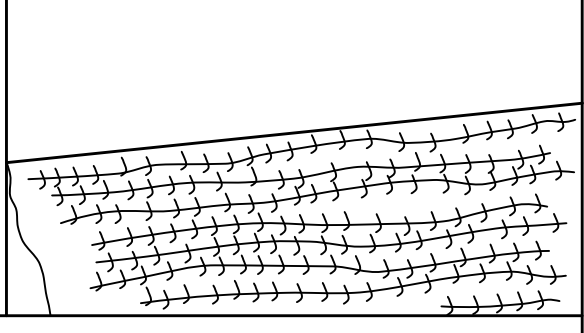
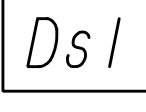
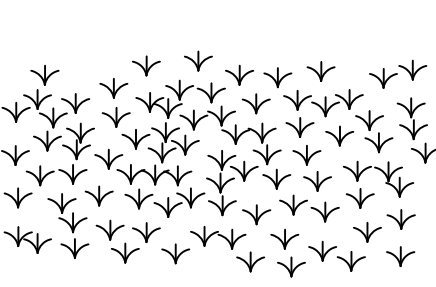
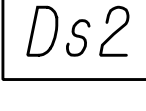
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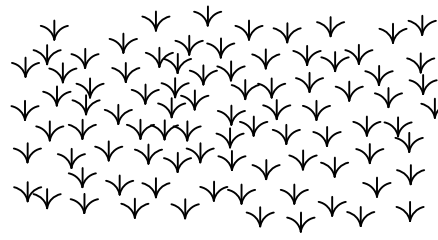
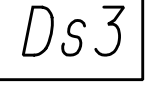
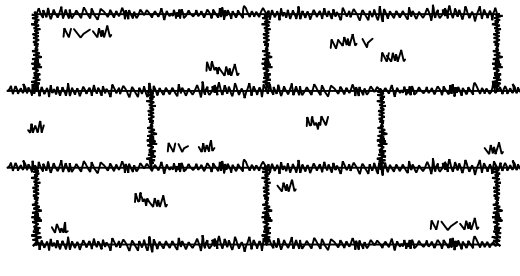
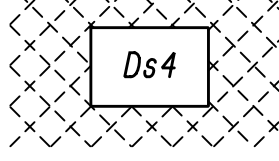
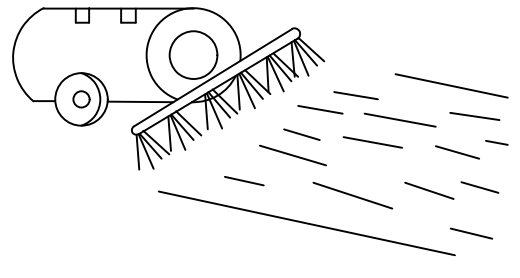
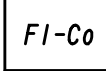
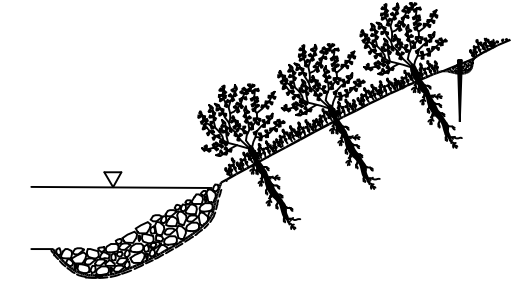
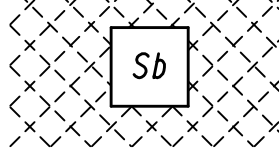
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P. I. No.

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  ORANGE BARRIER FENCE		
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		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.
	SECTION 163	SYMBOL 	
Ds2	TEMPORARY GRASSING		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.
	SECTION 163, 700	SYMBOL 	

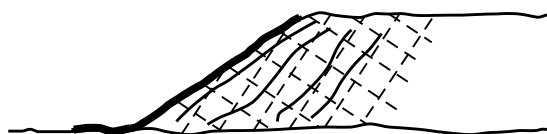
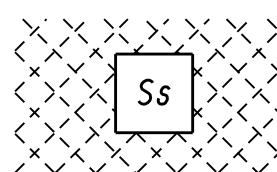
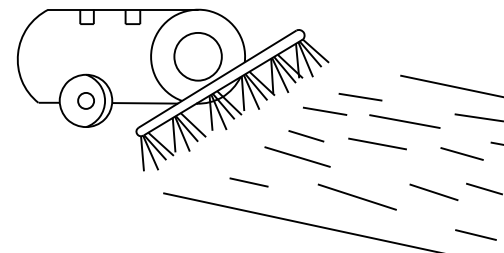
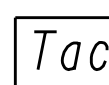
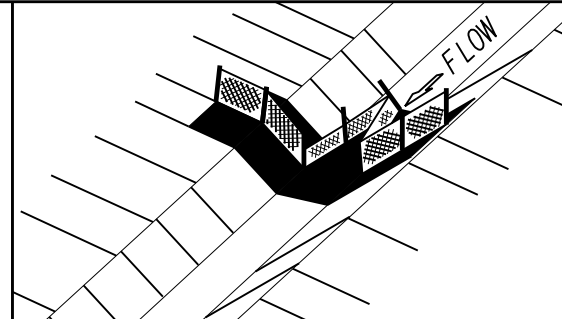

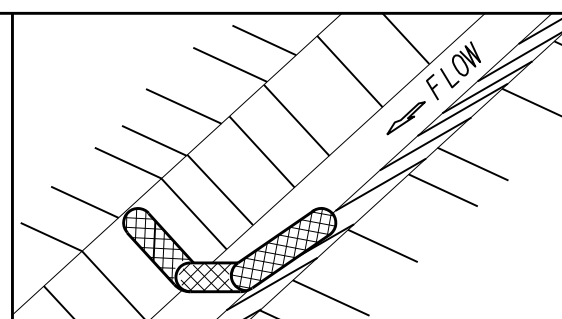

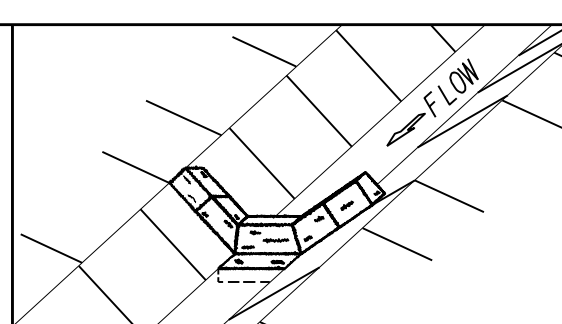
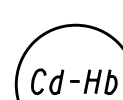
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ds3	PERMANENT GRASSING		THE SOWING OF PERMANENT VEGETATION, SUCH AS GRASS, SUITABLE TO THE AREA AND SEASON. PERMANENT VEGETATION SHALL BE USED ON ALL PROJECTS ACCORDING TO THE STANDARD SPECIFICATION. THE BMP SYMBOL FOR APPLICABLE AREAS AND/OR A NOTE SHALL BE INCLUDED ON APPLICABLE SHEETS IN SECTION 54.
	SECTION 700	SYMBOL 	
Ds4	SODDING		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.
	CONSTRUCTION DETAIL D-54 SECTION 700, 890	PATTERN 	
Fl-Co	FLOCCULANTS COAGULANTS		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.
	SECTION 163, 700, 895	SYMBOL  POLYACRYLAMIDE	
Sb	STREAMBANK STABILIZATION		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.
	SECTION 702	PATTERN 	

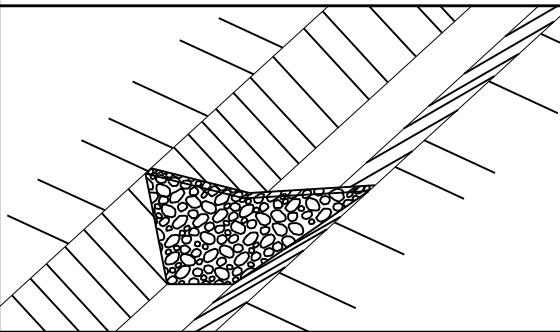
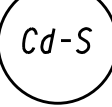
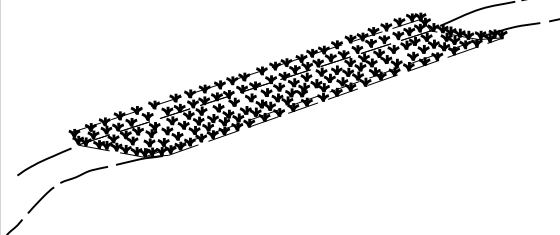
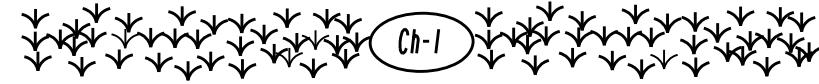
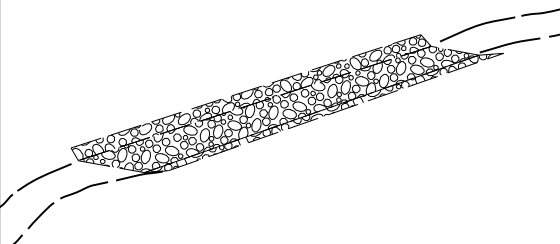
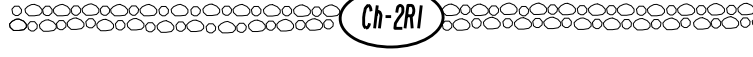
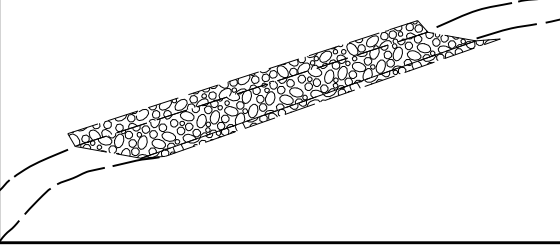
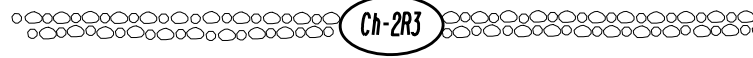
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NO SCALE

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

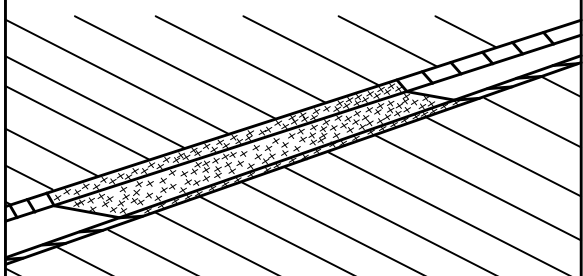
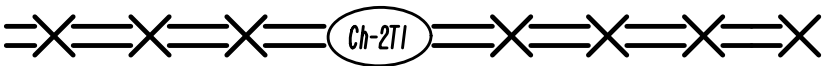
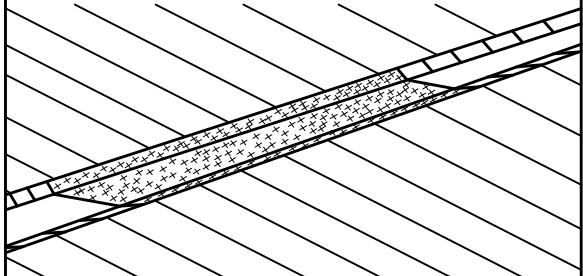
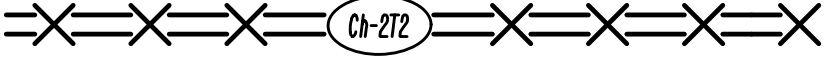
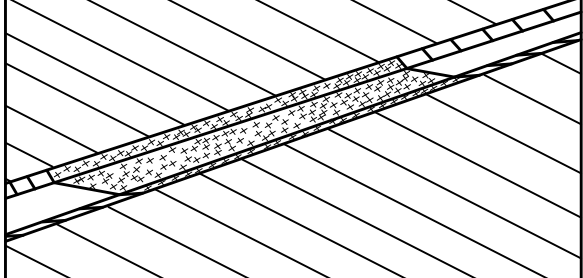
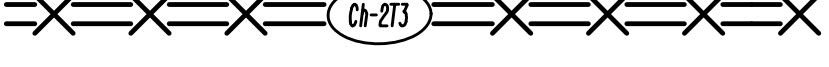
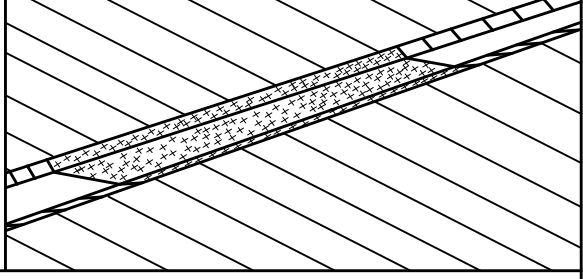
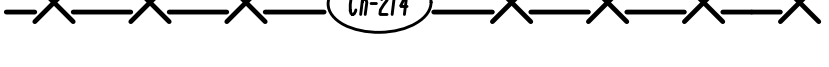
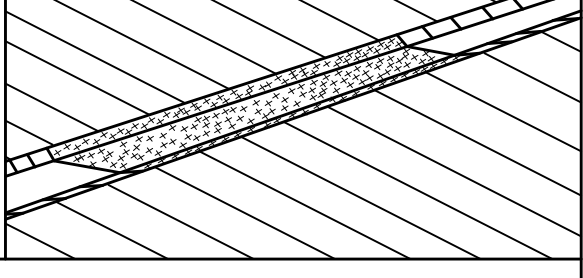

CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ss	SLOPE STABILIZATION CONSTRUCTION DETAIL D-35 SECTION 716		SLOPE STABILIZATION (EROSION CONTROL MATTING) IS A PROTECTIVE COVERING USED TO PREVENT EROSION AND ESTABLISH TEMPORARY OR PERMANENT VEGETATION ON STEEP SLOPES, SHORE LINES, OR CHANNELS. 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  POLYACRYLAMIDE	
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 SPLASHPAD. 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 	

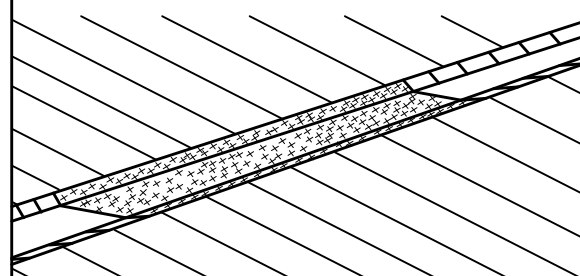
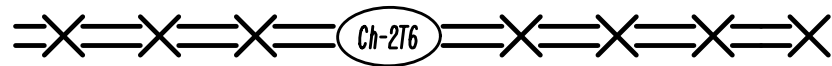
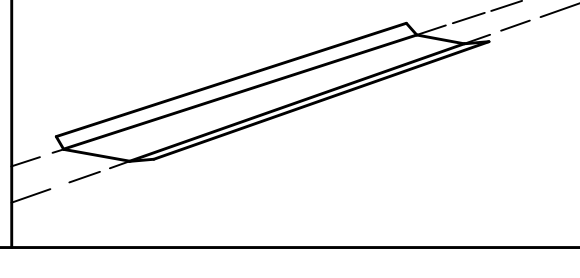
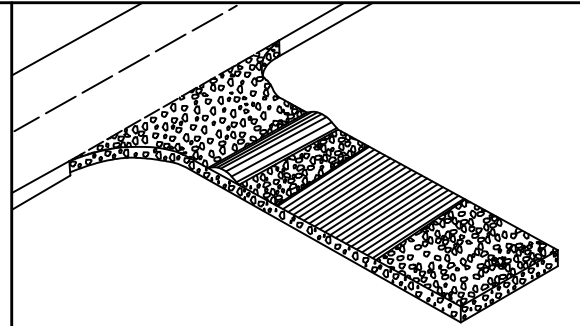
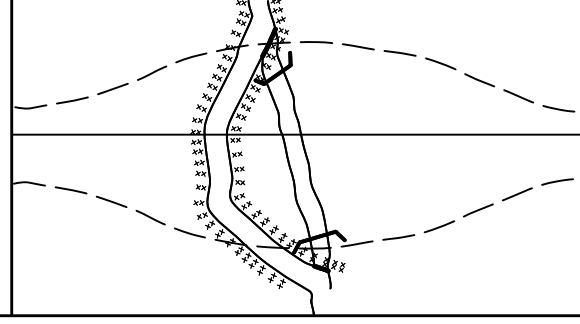
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Cd-S	STONE CHECK DAM OR SANDBAG CHECK DAM CONSTRUCTION DETAIL D-56 SECTION 163, 603		STONE CHECK DAMS ARE CONSTRUCTED OF TYPE-3 RIP-RAP WITH GEOTEXTILE UNDERLINER. STONE CHECK DAMS ARE PREFERRED IN ROADWAY DITCHES OUTSIDE THE CLEAR ZONE. CONSIDERATION 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.
	SYMBOL 		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.
Ch-I	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.
	LINE CODE 		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
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.
	LINE CODE 		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

NOTE:

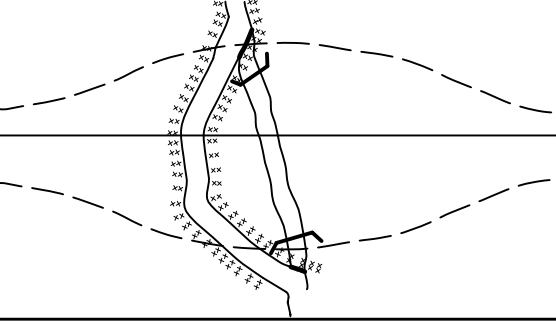

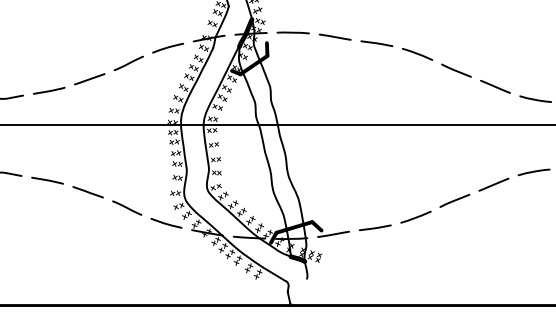

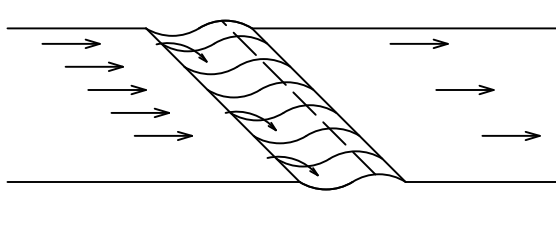

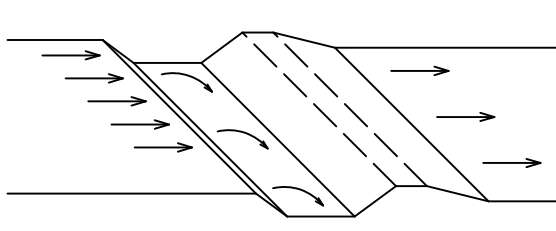
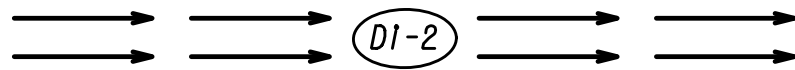
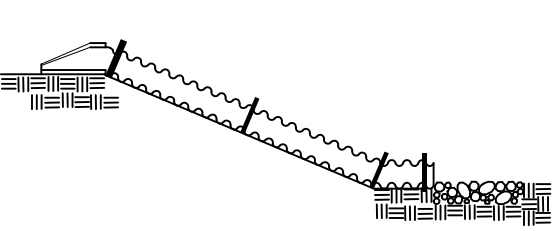
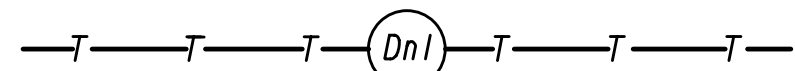
1. DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
2. FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S,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

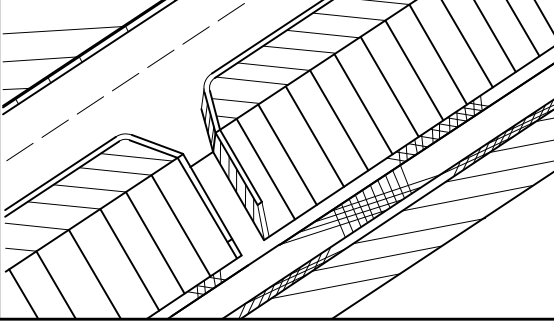
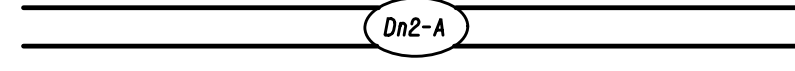
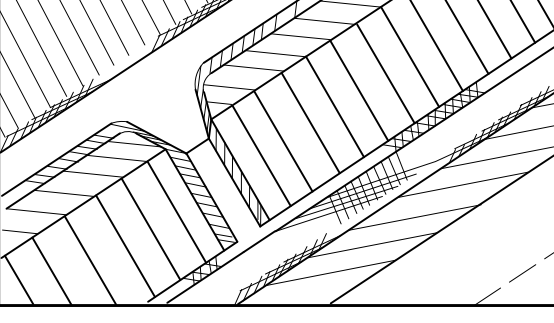

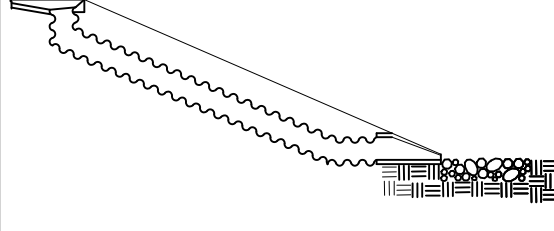
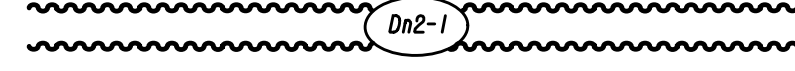
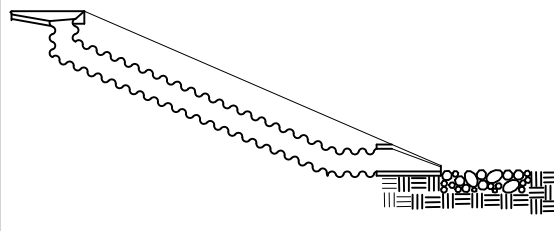
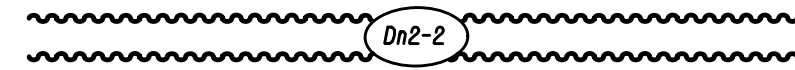
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CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ch-2T1	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE 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.
	LINE CODE		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
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.
	LINE CODE		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
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.
	LINE CODE		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
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.
	LINE CODE		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
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.
	LINE CODE		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

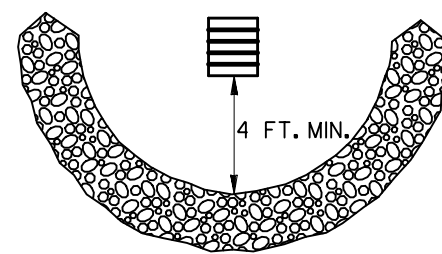
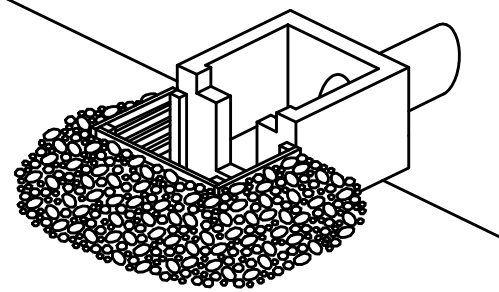
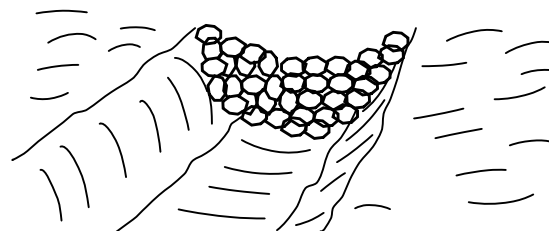
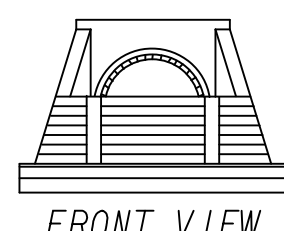
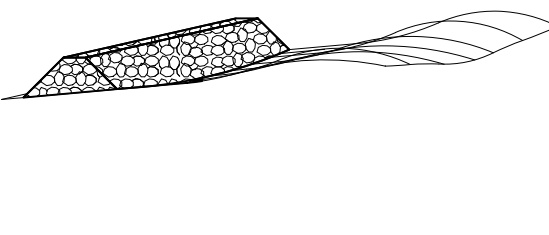
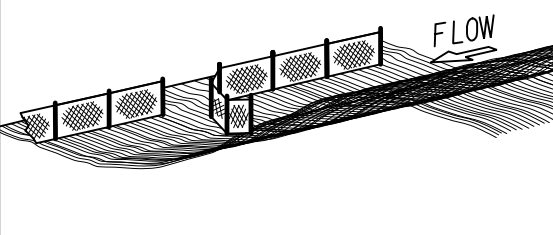
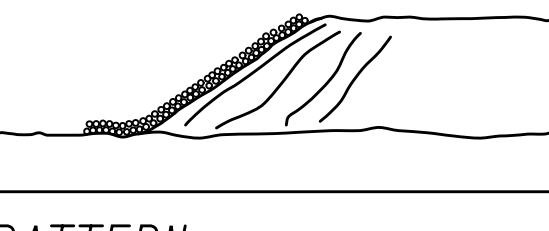
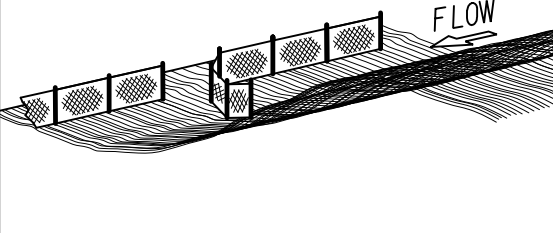
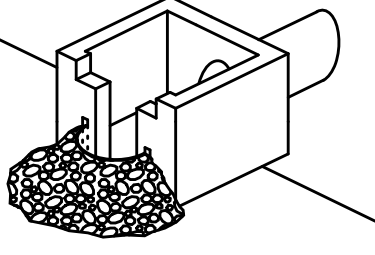
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Ch-2T6	TURF REINFORCEMENT MAT (TRM) CONSTRUCTION DETAIL D-35 SECTION 711		THIS THREE DIMENSIONAL EROSION CONTROL MAT IS USED IN CONJUNCTION WITH PERMANENT VEGETATION IN CHANNELS TO STABILIZE THE SOIL BY REINFORCING THE GRASS ROOTS TO PROVIDE 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.
	LINE CODE		"Dp" SHALL BE IDENTIFIED IN A TABLE LOCATED ON THE SUMMARY OF QUANTITIES SHEETS AND IN THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
Ch-3	CONCRETE CHANNEL STABILIZATION		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.
	CONSTRUCTION DETAIL D-10, D-49 SECTION 441	LINE CODE	"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.
Co	CONSTRUCTION EXIT		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.
	CONSTRUCTION DETAIL D-41 SECTION 163, 800	SYMBOL	ALL CONSTRUCTION EXIT REQUIREMENTS ARE INCLUDED IN THE PRICE OF THE CONSTRUCTION EXIT.
Dc-A	STREAM DIVERSION CHANNEL GEOTEXTILE, POLYETHYLENE FILM		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.
	SECTION 163	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.

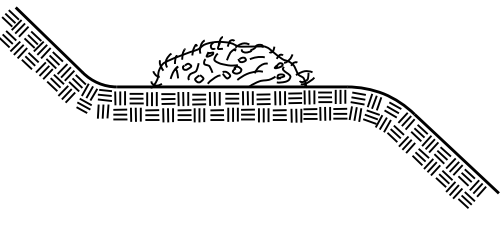
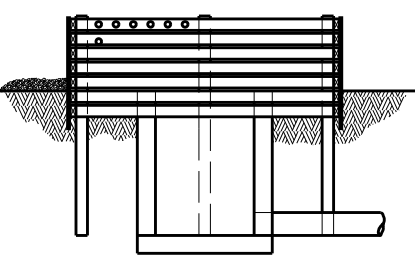
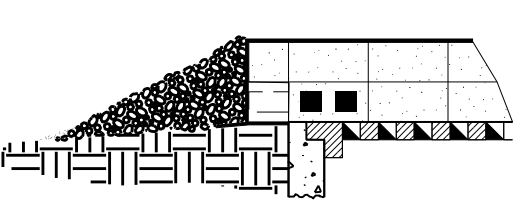
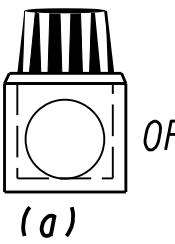
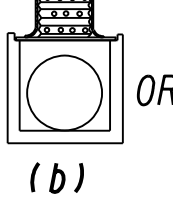
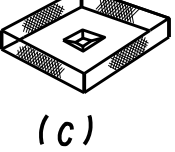
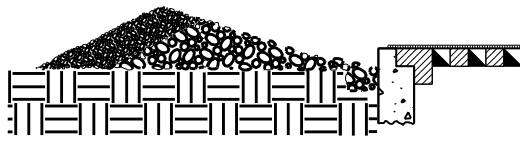
- NOTE:
- DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.
 - FOR ADDITIONAL INFORMATION ON THE DESIGN AND APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs), REFER TO THE LATEST EDITION OF THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION'S,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

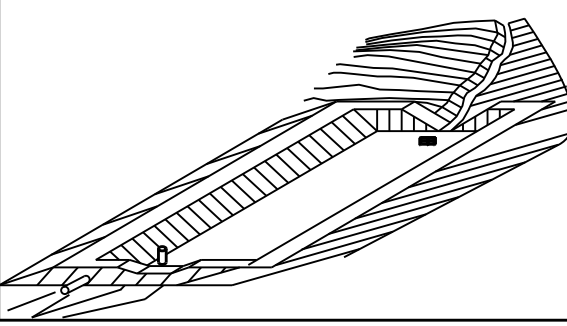
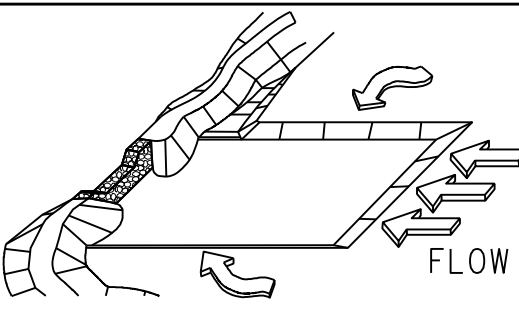
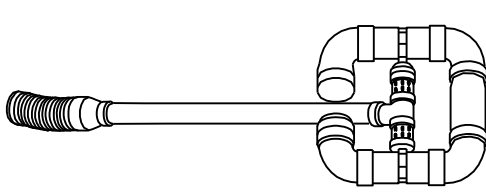
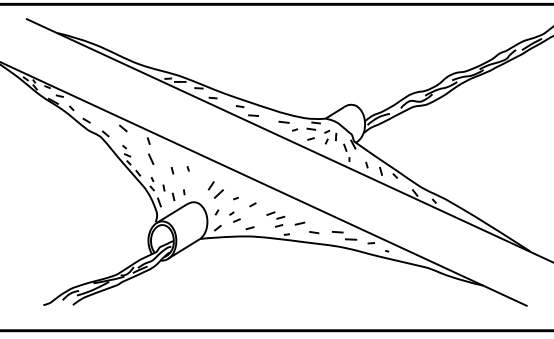
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Dc-B	STREAM DIVERSION CHANNEL GEOTEXTILE ONLY		A TEMPORARY CHANNEL CONSTRUCTED TO CONVEY FLOW AROUND A CONSTRUCTION SITE WHILE A PERMANENT DRAINAGE STRUCTURE IS BEING CONSTRUCTED IN A NATURAL STREAM. THIS IS A MEASURE USED TO PROTECT STREAM BEDS 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.
	SECTION 163	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		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.
	SECTION 163	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.
D1-1	DIVERSION BERM		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.
	CONSTRUCTION DETAIL D-47 SECTION 205	LINE CODE 	
D1-2	DIVERSION CHANNEL		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.
	SECTION 205	LINE CODE 	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. 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		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'.
	CONSTRUCTION DETAIL D-19 SECTION 163	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 TPI, 9017J TPI, DETAIL D-26 TPI 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 	

- 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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	CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION		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.		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 Fr		Rt-B							
	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 DRAINAGWAYS 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.		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 Rd								
	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.			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 Rd-B								
	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.		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.		
			PATTERN Rp								
	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 Rt-P								

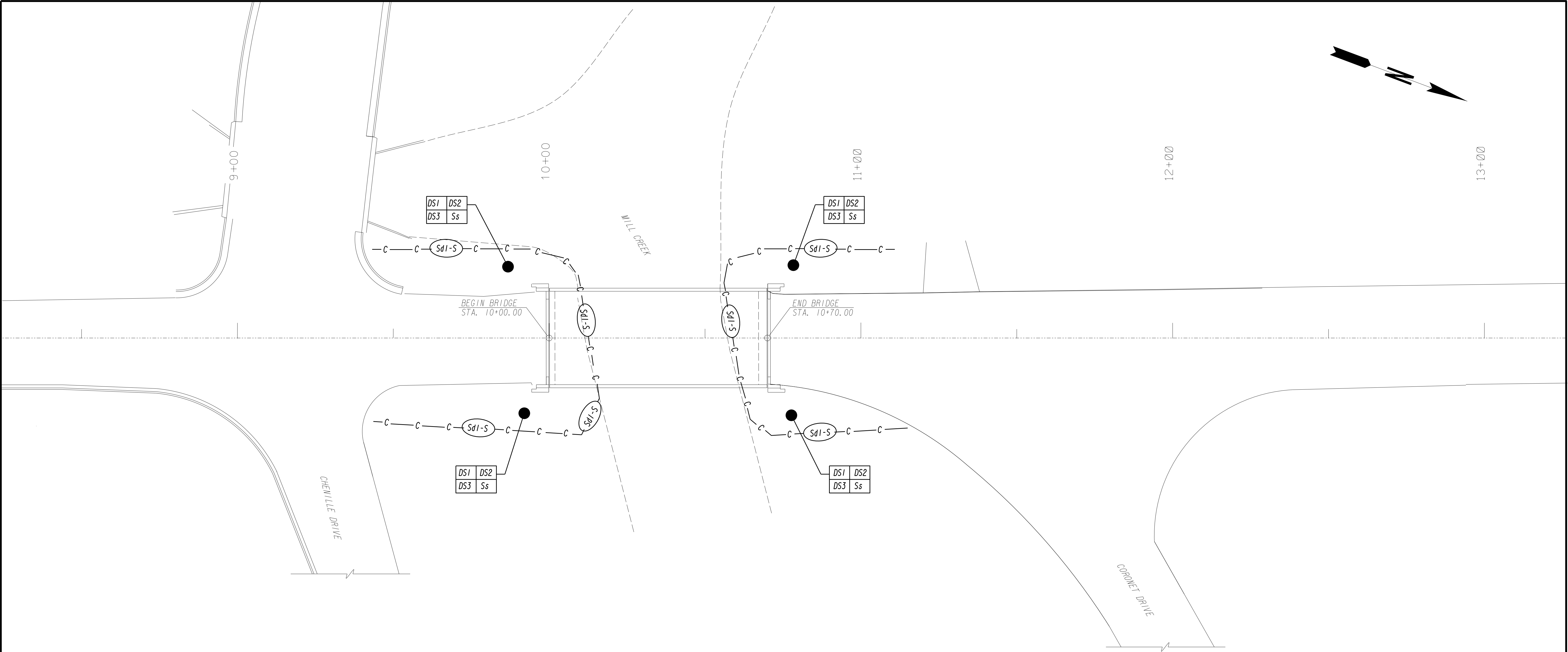
CODE	PRACTICE STD OR DETAIL SPEC. SECT.	DETAIL	DESCRIPTION
Sd1-BB	SEDIMENT BARRIER BRUSH BARRIER CONSTRUCTION DETAIL D-24B SECTION 201		THIS ITEM CONSISTS OF INTERMINGLED BRUSH, LOGS, ETC. SO AS NOT TO FORM A SOLID DAM. CONSTRUCTED AT THE TOE OF FILL SLOPES ONLY DURING THE CLEARING AND GRUBBING OPERATION. 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.
	LINE CODE * * * Sd1-BB * * *		TYPICALLY NOT SHOWN ON PLANS. PAYMENT FOR THIS ITEM IS INCLUDED IN THE CLEARING AND GRUBBING COST. NO SEPARATE PAYMENT SHALL BE MADE.
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	 OR  OR  (a) (b) (c)	(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%.
	SYMBOL Sd2-F		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.
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.
	SYMBOL Sd3		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.
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.
	SYMBOL Sd4-C		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.
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.
	SYMBOL Sk		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.
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.
	SYMBOL Sr		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!

NOTE:

1. DO NOT USE EROSION CONTROL ITEMS IN A FLOWING STREAM OR IN A TIDAL AREA BELOW HIGH TIDE.

2. 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".



EROSION CONTROL STAGING NOTES

THE CONTRACTOR IS RESPONSIBLE FOR DEVELOPING THE CONSTRUCTION SCHEDULE FOR THE PROJECT. THE CONSTRUCTION SCHEDULE FOR THIS PROJECT SHALL BE SUBMITTED AFTER THE PROJECT IS AWARDED. A COPY OF THE CONSTRUCTION SCHEDULE SHALL BE MAINTAINED AT THE PROJECT SITE.

THE PROJECT BUDGET INCLUDES SUFFICIENT FUNDS FOR THE PAYMENT OF CONSTRUCTION EXITS. THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AT LEAST ONE (1) CONSTRUCTION EXIT PER SPECIFICATIONS OF THE CONSTRUCTION EXIT DETAIL INCLUDED IN THIS ESPCP. TO FACILITATE PROJECT LOGISTICS, THECONTRACTOR IS ALSO RESPONSIBLE FOR SELECTING THE LOCATION(S) OF THE CONSTRUCTION EXIT(S).

INITIAL BMPS (STAGE 1): WORK IN THIS STAGE INCLUDES CLEARING, GRUBBING, AND INSTALLING INITIAL BMPS. INSTALL THE FOLLOWING BMPS PRIOR TO CONSTRUCTION:

1. INSTALL PERIMETER SILT FENCE AS SHOWN PRIOR TO CLEARING AND GRUBBING OPERATIONS INCLUDING J-HOOKS ALONG THE TOES OF SLOPE AS DIRECTED IN GDOT CONSTRUCTION DETAIL D-24C AND ADJUST SILT FENCE WHERE REQUIRED.
2. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING CONSTRUCTION EXITS.

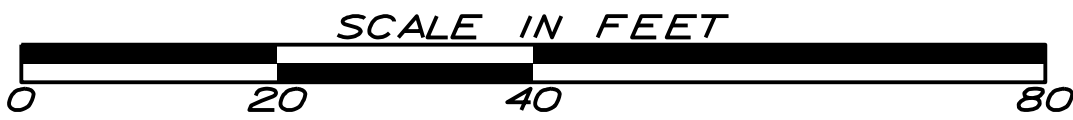
INTERMEDIATE BMPS (STAGE 2): WHILE EARTHWORK IS PROGRESSING DO THE FOLLOWING:

1. PLACE TEMPORARY GRASSING AND MULCH AS NEEDED.
2. ADJUST PERIMETER SILT FENCE AS NEEDED.

FINAL BMPS (STAGE 3): AS SOON AS FINAL GRADE IS ESTABLISHED IN ANY AREA OF THE PROJECT INSTALL THE FOLLOWING:

1. PERMANENT GRASSING AND MULCH THROUGHOUT LIMITS OF CONSTRUCTION.

DISTURBED AREA = 0.10 ACRES



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION



PONT
ENGINEERING

401 Augusta Drive

Marietta GA 30067

(770) 499-1161

DRAWN BY: SHG
CHECKED BY: SHG

DATE: JUNE 2019
DATE: JUNE 2019

CHATTANOOGA AVE. (CS 874) OVER MILL CREEK, CITY OF DALTON, GEORGIA
BMP LOCATION DETAILS

DRAWING NUMBER
54-0001

EXHIBIT B:

SPECIAL PROVISIONS

150, 519, 521 AND 528

FOR THE

CHATTANOOGA AVENUE BRIDGE

REPAIR PROJECT

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Project: Chattanooga Avenue Bridge over Mill Creek,
Whitfield County; Bridge Serial No. 333-5051-0**

Section 150 – Traffic Control

Add the following Subsection to Section 150:

150.11 Special Conditions

- A. For this project, the advance warning signs specified in Subsection 150.03.G shall be portable signs. These signs shall be in place only during times that construction is in progress or as conditions warrant as directed by the Engineer. Signs shall be removed at all other times.
- B. Wing wall replacement work must be completed in one direction (Northbound or Southbound) prior to beginning the wing wall replacement work in the opposite direction.
- C. The Contractor shall submit a work plan that shows how the work will be accomplished. Standby equipment shall be provided to ensure the completion of the work by the specified time.
- D. The Contractor shall provide three (3) changeable message signs for use as needed. Cost for changeable message signs shall be paid for under Pay Item 632-0003 Variable Message Sign, Portable, Type 3. The Contractor shall also provide as dictated by field conditions, sequential flashing arrow signs in accordance with Special Provision 150 as included in the contract, applicable Georgia Standards and the MUTCD. See attached Georgia Standards Numbered 9106.
- E. A minimum concrete strength of 2500 psi is required on all concrete work prior to opening the bridge to traffic. If necessary, the contractor shall make modifications to the specified concrete class mix as allowed by the specifications to obtain the strength necessary to meet the required schedule.

Payment will be made under:

Item No. 150	Traffic Control -	Lump Sum
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DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

**Project: Chattanooga Avenue Bridge over Mill Creek,
Whitfield County; Bridge Serial No. 333-5051-0**

Add the following:

Section 519—TWO-PART POLYMER BRIDGE DECK OVERLAY

519.1 General Description

This work includes preparation of the bridge deck and furnishing and placing of a two-part polymer bridge deck overlay at the location and thickness as indicated on the plans. This bridge deck overlay system consists of a minimum 3/8 " (9.5mm) thick application to provide complete waterproofing as well as providing a non-skid surface that withstands continuous heavy traffic and extreme changes in weather conditions.

519.1.01 Definitions

A. Standard Specifications

General Provision 101 through 150.

[Section 107 – Legal Regulations and Responsibility to the Public](#)

[Section 504—Twenty-Four Hour Accelerated Strength Concrete](#)

[Section 886—Epoxy Resin Adhesives](#)

[Section 934—Rapid Setting Patching Materials for Portland Cement Concrete](#)

519.2 Materials

- A. Submittals:** Submit the bridge deck overlay materials to the Office of Materials and Research for approval. The Office of Materials and Research will grant approval based on laboratory test results and on the system's performance during a 2 year field evaluation.
- B. Pre-treatment:** Use pre-treatment only when recommended by the overlay manufacturer. Use pre-treatment consisting of a two-part hybrid polymer that is free of any fillers or volatile solvents and formulated to provide simple volumetric ratio of two components such as one to one or two to one by volume. Formulate the two-part hybrid polymer to provide a unique combination of extremely low viscosity and low surface tension coupled with an affinity for concrete and steel. Use two-part hybrid polymer pre-treatment having the following physical requirements when cured:

PHYSICAL PROPERTIES FOR CURED PRE-TREATMENT SYSTEM		
TEST	REQUIREMENTS	TEST METHOD
Compressive Strength	5,500 PSI (38MPa) min.	ASTM C 109
Tensile Strength	3,100 PSI (21MPa) min.	ASTM D 638
Tensile Elongation	30% min.	ASTM D 638
Water Adsorption	0.10% max.	ASTM D 570
Shore "D" Hardness	65 min.	ASTM D 2240
Pot Life	40-70 minutes	GDT-58
Adhesion to Concrete	100% failure in concrete	ACI-503-R (Pull Out Test)

- C. Bridge Deck Overlay:** Use a bridge deck overlay consisting of a two-part polymer that is free of any fillers or volatile solvents and formulated to provide simple volumetric mixing ratio of two components such as one to one or two to one by volume. Use a two-part polymer system formulated to provide flexibility in the system without any sacrifice of the hardness, chemical resistance or strength of the system. Do not use external or conventional plasticizers. Introduce flexibility by interaction of elastomers to chemically link in the process of curing so that the flexibility of the molecule is minimally affected during the low temperature conditions that are confronted in actual use. Use a two-part polymer overlay system having the following physical properties when cured:

PHYSICAL PROPERTIES FOR CURED TWO-PART POLYMER OVERLAY SYSTEM		
TEST	REQUIREMENTS	TEST METHOD
Compressive Strength	7,000 PSI (48MPa) min.	ASTM C 109
Tensile Strength	2,500 PSI (17MPa) min.	ASTM D 638
Tensile Elongation	30% min.	ASTM D 638
Water Adsorption	0.20% max.	ASTM D 570
Shore "D" Hardness	60 min.	ASTM D 2240
Pot Life	15-40 minutes	GDT-58
Flexural Creep	0.0065" (0.17mm) in 7 days	California Method 419
Adhesion to Concrete	100% failure in concrete	ACI-503-R (Pull Out Test)

- D. Aggregate:** Use bauxite, crushed porphyry, aluminum oxide or other similarly hard durable aggregates as recommended by the manufacturer and approved by the Engineer. Use embedded exposed aggregate conforming to the following gradation.

FINE AGGREGATE GRADATION	
SIEVE SIZE	% PASSING BY WEIGHT
No. 4	100
No. 20	0 – 5
No. 200	0 – 1.0

Broadcast coarse aggregate conforming to the following gradation over the first layer of-polymer, immediately prior to broadcasting fine aggregate.

COARSE AGGREGATE GRADATION	
SIZE	% PASSING BY WEIGHT
5/8"	98 - 100
1/2"	55 – 60
3/8"	12 – 14
1/4"	0 - 1

519.2.01 Delivery, Storage and Handling

Deliver all materials in their original containers, bearing the manufacturer's label, specifying date of manufacture, batch number, trade name brand, quantity and mixing ratio.

Store all materials to prevent damage from the elements and to insure the preservation of its quality and fitness for the work. Avoid contact with flame.

Inspect all stored materials, although accepted before storage, prior to their use in the work. Ensure that all stored materials meet the requirements of the Contract at the time of use.

Remove from the site of the work immediately, any material rejected because of failure to meet the required tests or rejected because of damage. Replace all removed material at no additional cost to the Department.

519.3 Construction Requirements

519.3.01 Preparation

A: Removal and Preparation of Repair Area

Sound all visual bridge deck defects of greater than 1" X 6" (25mm X 150mm) to determine the limits of the damaged areas. Strike the deck surface around the defect with a hammer, chain drag, or other similar tool to detect unsound concrete having a "flat" or "hollow" sound. Mark the limits of the defective areas on the deck by making a rectangular area 2 inches (50mm) beyond the outer limits of the unsound concrete area to serve as a guide for sawing. Mark spalled areas within less than 6 inches (150mm) of each other as one spall area.

Saw the rectangular marked areas with near vertical faces not less than one inch (25mm) in depth. Exercise extreme care not to saw or damage the reinforcing steel. Remove all unsound material within the sawed areas. Remove concrete to a minimum depth of $\frac{1}{2}$ inch (13mm) below the top mat of reinforcing steel by power chipping or hand tools. Do not use pneumatic hammers heavier than a 15 lb. class (nominal). Do not operate pneumatic hammers and chipping tools at an angle exceeding 60 degrees relative to the surface of the deck slab. Such tools may be started in the vertical position but must be immediately tilted to a 60 degree operation angle. Clean all exposed reinforcing steel of all rust, corrosion products, oil, dirt, concrete fragments, loose scale and any other coating of any character that would destroy or inhibit the bond with the patching material. Exercise utmost care not to damage or fracture the sound concrete substrate left on the bottom of the spall repair area. Do not use sharp pointed bits.

Hold "over-cutting" of the bridge deck beyond marked areas to the minimum amount possible. Thoroughly clean all "over-cutting" of "saw slurry" and other contaminants. Then repair by filling full-depth with an approved Type II epoxy adhesive as specified in Section 886. Make such repairs as soon as possible.

Just prior to placing the patching material, thoroughly clean the surfaces within the repair areas by abrasive blasting and air blasting to remove any oil, dust, dirt, slurry from saw operation, and other contaminants. Remove abrasives from the blasting operation from the bridge deck. During blasting, protect traffic in adjacent lanes.

B. Placement of Patching Material

Ensure that the Contractor uses Repair Method No. 1 or Method No. 2 as described below. For both repair methods, ensure that the surface within the repair areas is dry and thoroughly cleaned of all contaminants immediately before placement. Ensure that air compressors used for cleaning repair areas are equipped with suitable traps capable of removing all surplus water and oil in the compressed air. Do not use contaminated air. Ensure that the compressor is capable of delivering compressed air at a continuous pressure of 90 psi (620kPa).

Ensure that the finished surface meets a surface tolerance of $\frac{1}{16}$ inch (1.6mm). Utilize such approved measures as necessary to keep the deck surface adjacent to the patching operation reasonably clean of excess grout and other materials at all times. Unless otherwise specified, complete all patching operations and open all lanes to traffic before sunset each day.

1. **Repair Method No. 1 (24 Hour Accelerated Strength Concrete)**

After the repair area preparation is complete, completely coat all concrete surfaces within the repair area with a film of Type II epoxy at a thickness of 10 to 20 mils (0.25 to 0.50mm).

Use concrete that meets the requirements of Section 504. Mix the concrete on site. Use a mix design and mixing method approved by the Laboratory. Deposit concrete in the repair area while the epoxy is still tacky and vibrate sufficiently to form a dense, homogeneous mass of concrete, completely filling the area of the patch. Screed the concrete to the proper grade and allow to remain undisturbed until the water sheen disappears from the surface. Then cover the concrete with wet burlap or membrane curing compound. Ensure that curing continues for a minimum of 3 hours. The Engineer may require a longer curing time to ensure sufficient strength development of the concrete prior to opening to traffic.

2. **Repair Method No. 2 (Rapid Setting Patching Material)**

Follow the above requirements for Repair Method No. 1. Additionally, prepare the surfaces in the repair areas in accordance with the manufacturer's written recommendations. Ensure that handling, mixing, placement, consolidation, screeding, and curing of the patching material are in accordance with the manufacturer's written instructions as approved by the Laboratory. Ensure that curing continues for at least one hour and until the section is opened to traffic.

519.3.02 Construction

- A: Surface Preparation:** Clean the bridge deck by shotblasting to remove any oil, dirt, rubber or any other potentially detrimental material such as curing compound and laitance which may prevent proper bonding and curing of the material.

The Contractor is directed to Section 107 of the Standard Specifications giving the Contractor responsibility for the work site, and requiring conformance to all federal, state, and local laws relating to pollution control and worker protection. In particular, ensure that the Contractor is familiar with and in full compliance with the provisions of the laws concerning the management of waste and worker protection.

Do not allow construction traffic on any portion of the deck that has been shotblasted or on the overlay without specific approval of the Engineer. Overlay the deck surface-within 24 hours of the surface preparation operation.

Ensure that all surfaces to be overlaid are dry at the time of application. Immediately before applying the overlay system, clean all prepared surfaces with compressed air (or vacuum) to remove dust and debris. Ensure that the compressor is equipped with a filter to prevent oil in the air supply. Do not apply the overlay system when rain is forecast to occur within 24 hours of application. Do not apply the overlay system unless the minimum ambient temperature is 50° and rising.

If, in the opinion of the Engineer, the surface has become soiled or contaminated prior to the application of the overlay, re-clean the surface to the satisfaction of the Engineer at no additional cost to the Department.

- B. Field Test:** Prior to commencing the overlay operation, place a test area of overlay on the bridge deck. Prepare the area for the test overlay as described above. Ensure that the test is large enough so that the cleaning equipment and methods to be employed in the full-scale operation can be used for the field test. Ensure that the degree of cleaning used on the test area is the minimum used on the remainder of the structure. Use the application of the overlay system to the test area to establish proper procedures and techniques for applying the overlay to the full structure.

After the test area has cured for 72 hours, check adhesion in accordance with ACI 503R-1980. Test a minimum of three sample areas. Ensure that no adhesion test has an adhesive strength less than 250 psi (1725kPa) and that the minimum average value for the 3 tests is greater than 300 psi (2070kPa).

If the test of a sample area fails to meet the above requirements due to a cohesive failure of the concrete substrate, the adhesive strength of the sample area will be considered acceptable. Successful completion of the adhesive strength tests will be required before the full-scale overlay operation is to begin.

- C. Application:** Provide suitable coverings, such as heavy duty drop cloths, to protect all exposed areas not to be overlaid, such as curbs, railings, parapets, deck drains, locations of expansion joints that are to receive expansion joint membranes, etc. Clean or repair any damage or defacement resulting from the application, at the Contractor's expense, to the satisfaction of the Engineer.

Ensure that application of the overlay system is done by the supplier, or by a factory trained or licensed applicator, with written approval from the manufacturer of the overlay system.

Ensure that each component of the two-part polymer is metered, mixed together, and distributed onto the deck by machine. Ensure that the dispensing machine is capable of ratio check verification at the pump outlets as well as cycle counting to monitor output. Ensure that the in line mixing is motionless so as not to overly shear the material. Ensure that the machine makes maximum use of the working time of the polymer by mixing it immediately prior to dispensing onto the deck.

Ensure that the number of layers and the application rates of the materials in the various layers are as recommended by the manufacturer in order to achieve a minimum $\frac{3}{8}$ " (9.5mm) and maximum $\frac{1}{2}$ " (13mm) overlay thickness when measured from the top of the concrete substrate to the top of the polymer (not the peaks of the aggregate). Ensure that the application of the overlay system is as follows:

1. **APPLICATION OF POLYMER:** After mixing of the components, evenly distribute on the clean, dry deck surface at the rate recommended by the manufacturer.
2. **APPLICATION OF AGGREGATE:** After application of each layer of polymer, allow a minimum lapse period as required by the manufacturer's instructions before broadcasting the aggregate. Ensure that the method and rate of aggregate application is in accordance with the manufacturer's recommendations.
3. **CONSOLIDATION:** If required by the manufacturer, use a hand operated roller as approved by the Engineer and the manufacturer within 10 minutes of the aggregate application to evenly consolidate the aggregate into the polymer.
4. **REMOVAL OF EXCESS AGGREGATE:** After initial cure, remove excess aggregate by a power vacuum or other Engineer approved method prior to the application of subsequent layers of polymer.
5. **APPLICATION OF ADDITIONAL LAYERS:** Additional layers may be applied immediately after the initial set of the preceding layer (as determined by the Manufacturer and Engineer) and removal of all excess aggregate. The maximum time allowed between each layer shall be at the discretion of the Engineer and the Manufacturer and may vary depending on the temperature and circumstances of the project. Ensure that joints are staggered and overlapped between successive layers so that no ridges will appear.
6. **TRAFFIC CONSIDERATIONS:** Traffic may be allowed on the final layer after the polymer has reached its final cure (as determined by the Manufacturer) and after removal of all excess, loose aggregate.
7. **OVERLAY SURFACE:** Ensure that the finished surface consists of a uniform coat of imbedded exposed aggregate.

519.3.03 Quality Acceptance

A: Thickness Verification

Ensure that the overlay is at least $\frac{3}{8}$ " (9.5mm) thick as measured from the concrete substrate to the top of the polymer at three random locations for every 1000 yd² (830 m²) of surface area. Recoat thin areas as described above and re-verify thickness at no additional cost to the Department. This verification may consist of cores, holes, etc., but in all cases repair any areas tested to destruction before final acceptance.

In thin areas that have been recoated to obtain the required minimum thickness, the Engineer may require additional adhesion strength tests in accordance with ACI 503R-29 to verify the Contractor's procedure for recoating existing overlay.

519.3.04 Contractor Warranty and Maintenance

The polymer manufacturer and the Contractor, by acceptance of the work described in this Specification, shall jointly agree to guarantee the wearing surface against all defects incurred during normal traffic use for a period of ten years. Submit this agreement in writing to the Engineer signed by both the polymer manufacturer and the Contractor. Commence the ten year period on the date of acceptance of the work. The guarantee shall cover all labor and materials required by the Department to satisfactorily repair and replace the wearing surface.

519.4 Measurement

519.4.01 Surface Preparation:

Measure the area of the deck acceptably repaired and blast cleaned prior to installation of the overlay in square yards (meters) computed from surface measurements taken to the nearest 0.1 foot (30mm). Do not measure the blast cleaning of any longitudinal or transverse construction joints or vertical surfaces for payment.

519.4.02 Polymer Overlay:

Measure the area of the deck acceptably overlaid with polymer and broadcast spread crushed aggregate in square yards (meters) computed from surface measurements taken to the nearest 0.1 foot (30mm).

519.5 Payment

519.5.01 Surface Preparation:

Surface preparation is paid for by the square yard (meter) of the deck acceptably repaired and blast cleaned prior to installation of the overlay. Payment includes all expenses associated with removal of existing concrete, repair and blast cleaning operations.

519.5.02 Polymer Overlay:

Polymer overlay is paid for by the square yard (meter) of the deck overlaid, complete in place and accepted, provided, however, that the specified minimum overlay thickness requirement is met. The individual layers necessary to attain the specified thickness will not be paid for individually. Payment includes all labor and material cost, procurement, handling, hauling and processing, coring for thickness verification, guarantee, and includes all equipment, tools, labor, and incidentals necessary to complete the work.

Payment will be made under:

Item No. 519	Surface Preparation	Per square yard (meter)
Item No. 519	Concrete Overlay	Per square yard (meter)

Item No. 519-0515 Surface Preparation per Square Yard (Meter)

Item No. 519-0530 Polymer Overlay per Square Yard (Meter)

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Project: Chattanooga Avenue Bridge over Mill Creek,
Whitfield County; Bridge Serial No. 333-5051-0**

SECTION 521 – PATCHING CONCRETE BRIDGE

Add the following:

521.1 General Description

This work includes patching of substructure or superstructure concrete bridge components by removing the concrete, cleaning existing reinforcement, adding supplemental reinforcement when required, and patching with approved conventional or accelerated Portland cement concrete or rapid setting patching materials according to this Specification and as shown on the Plans.

521.1.01 Definitions

General Provisions 101 through 150.

“Sound” – the act of striking a concrete surface with a chipping hammer or similar tools to detect unsound concrete.

521.1.02 Related References

A. Standard Specifications

Section 500—Concrete Structures

Section 504—Twenty-Four Hour Accelerated Strength Concrete

Section 511—Reinforcement Steel

Section 853—Reinforcement and Tensioning Steel

Section 886—Epoxy Resin Adhesives

Section 934—Rapid Setting Patching Materials for Portland Cement Concrete

B. Referenced Documents

QPL 10

QPL 27

521.1.03 Submittals

General Provisions 101 through 150.

521.2 Materials

Ensure that the materials used to repair and patch bridge components meet the following requirements:

A. Portland Cement Concrete Patching Materials

1. Conventional Portland Cement Concrete (Repair Method 1)
 - a. Use Class “A” or Class “AA” concrete or as indicated on the Plans.
 - b. Meets the requirements of Section 500 of the Specifications.
 - c. Use concrete manufactured at plants that qualify as approved sources according to the Standard Operating Procedure for Ready Mix Concrete. See QPL 10 for a list of approved plants.
2. Twenty-Four Hour Accelerated Strength Concrete (Repair Method 2)
 - a. Meets the requirements of Section 504 of the Specifications, except that the use of a portable concrete mixer is required.

B. Rapid Setting Patching Materials (Repair Method 3)

1. Use rapid setting patching materials meeting the requirements of Section 934. See QPL 27 for a list of approved patching materials. Patching materials not listed on QPL 27 will require testing and approval by the Office of Materials and Research before use.
2. When shown on the Plans, use Type III rapid setting patching material to patch vertical and overhead repair areas.

521.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

521.3 Construction Requirements

521.3.01 Personnel

General Provisions 101 through 150.

521.3.02 Equipment

To clean the repair areas, use air compressors equipped with traps that can remove surplus water and oil in the compressed air. Ensure that the compressor can deliver compressed air at a continuous pressure of at least 90 psi (620 kPa).

The Engineer will check the compressed air daily for contamination. Do not use contaminated air.

521.3.03 Preparation

A. Limits of Repair

Repair all patches as shown on the Plans and as directed by the Engineer.

B. Concrete Removal

1. Remove concrete to a minimum depth of 3¾” inches or as shown on the Plans with power chipping or hand tools. Pneumatic hammers heavier than 15 lb. class nominal (30 lb. maximum) are not permitted. Exercise extreme care not to saw or damage the reinforcing steel.
2. Operate pneumatic hammers and chipping tools at an angle not to exceed 60 degrees relative to the surface of the concrete. After starting the tool in the vertical position, immediately tilt the tool to a 60 degree operating angle.
3. Do not damage or fracture the sound concrete substrate to be left on the bottom of the patch area. Do not use sharp pointed bits.

C. Surface Preparation

1. Clean all exposed reinforcing steel of all rust and corrosive products including oil, dirt, concrete fragments, loose scale and any other coating of any character that would destroy or inhibit the bond with the patching material.
2. Immediately before placing the patching material, thoroughly clean the surfaces within the repair areas by sandblasting and air blasting to remove oil, dust, dirt, slurry from saw operation, and other contaminants.
3. Place formwork as required to complete patch repair. Provide access in formwork for placement of patch material.
4. Ensure that the finished surface meets a surface tolerance of 1/16 in. (1.5 mm).
5. Use approved measures as necessary to keep the adjacent concrete surfaces free of excess grout and other materials.

521.3.04 Fabrication

General Provisions 101 through 150.

521.3.05 Construction

A. Concrete Patching

Patch concrete safely and rapidly to minimize inconvenience to the traveling public.

1. Accomplish this work with other operations in progress within an area if possible.
2. Remove and replace completed patches that contain cracks, shrinkage, compression failures, or are damaged by construction or traffic before Final Acceptance at no cost to the Department.

B. Placing Patching Material

Only use Repair Method 1 with the class of concrete on bridge components designated on the Plans.

Use Repair Method 2 unless the Engineer gives written approval to use Repair Method 3. Use Repair Method 1 and 2 when the average daily temperature is 50 °F (10 °C) or above. Use of Repair Method 3, if approved, is limited to the manufacturer's written recommendations.

For the following repair methods, begin the placement when the surface within the repair area is dry and thoroughly free of contaminants.

1. Repair Method 1: Conventional Portland Cement Concrete
 - a. Completely coat the concrete surface areas within the repair area with a film of Type II epoxy adhesive as specified in Section 886 approximately 10 to 20 mils (0.25 to 0.50 mm) thick or according to the manufacturer's written recommendations.
 - b. Deposit the concrete in the repair area while the epoxy is still tacky. Vibrate it to form a dense, homogeneous mass of concrete that completely fills the patch area.
 - c. Screed the concrete to the proper grade and do not disturb it until the water sheen disappears from the surface.
 - d. Cover the concrete with wet burlap or membrane curing compound. Allow the curing to continue until the required minimum design compressive strength is achieved as designated by the class of concrete used or as shown on the Plans. Complete curing prior to transferring load to the repaired section.
2. Repair Method 2: Twenty-Four Hour Accelerated Strength Concrete
 - a. Prepare, remove and place as outlined in Subsections 521.3.03 and 521.3.05.B and 521.3.05.B.1.
 - b. Mix the concrete on site in a portable mixer of adequate capacity. Obtain approval for the mix design and mixing method from the Office of Materials and Research.

- c. The material must meet a slump range of 1.0 to 3.0 in. (25 to 75 mm).
3. Repair Method 3: Rapid-Setting Patching Material
 - a. In addition to the requirements outlined in Subsection 521.3.03, prepare the surfaces in the repair areas according to the manufacturer's written recommendations.
 - b. Perform the patching material handling, mixing, placing, consolidating, finishing, and curing according to the manufacturer's written recommendations as approved by the Office of Materials and Research.
 - c. Continue curing until a minimum design compressive strength of 3,500 psi (20 MPa) or as shown on the Plans is achieved. Complete curing prior to transferring load to the repaired section.

C. Special Requirements

The following special requirements apply to this work:

1. During sandblasting, protect traffic in adjacent travel lanes.
2. After the sandblasting operations:
 - a. Thoroughly clean the area to be repaired with compressed air.
 - b. Remove sand from the sandblasting operation from adjacent concrete surfaces.
3. Do not "over-cut" concrete surfaces beyond marked areas whenever possible.
4. Remove saw slurry and other contaminants from the over-cutting.
5. Repair the over-cuts by filling full-depth with an approved low-viscosity epoxy compound using a Type II epoxy adhesive specified in Section 886. Make these repairs as soon as possible.

521.3.06 Quality Acceptance

General Provisions 101 through 150.

521.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

521.4 Measurement

The area measured for payment is the number of square feet (meters) of patching complete in place and accepted.

521.4.01 Limits

General Provisions 101 through 150.

521.5 Payment

The area measured as specified above will be paid for at the Contract Unit Price per square foot (meter). Payment is full compensation for equipment, tools, labor, incidentals to complete the work, including but not limited to:

- Removing existing patching material or the spalled, broken, or damaged concrete
- Cleaning the open area by sandblasting
- Furnishing, placing, finishing, and curing the patching material
- Supplemental reinforcement

Payment will be made under:

Item No. 521	Patching concrete bridge	Per square foot (meter)
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521.5.01 Adjustments

General Provisions 101 through 150.

Bridge Management Unit

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

**Project: Chattanooga Avenue Bridge over Mill Creek,
Whitfield County; Bridge Serial No. 333-5051-0**

Section 528 – Epoxy Pressure Injection of Concrete Cracks

528.1 General Description

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

528.1.01 Definitions

General Provisions 101 through 150.

528.1.02 Related References

A. Standard Specifications

[Section 886-Epoxy Resin Adhesives](#)

B. Referenced Documents

General Provisions 101 through 150.

528.1.03 Submittals

General Provisions 101 through 150.

528.2 Materials

Ensure epoxy used for crack repair complies with the requirements of Section 886, Type V epoxy adhesive.

Ensure epoxy used for sealing cracks at the surface is strong enough to withstand injection pressures up to 250 psi (2 MPa).

528.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

528.3 Construction Requirements

528.3.01 Personnel

General Provisions 101 through 150.

528.3.02 Equipment

A. Injection Equipment

Ensure that dispensing equipment for the injection complies with the following performance requirements:

- Self-monitor pressures of 250 psi (2 MPa) for extended periods under flow.
- Maintain a ratio of accuracy of one percent at the required pressures.
- Mix in-line using a static mixing head.

When using screen wire, wire brushes, or other elements for mixing, provide independent certification that the material is mixing thoroughly at the flow rate and temperatures for the job. Also demonstrate that the unit will not dispense resin if the material line is blocked on the supply or dispense side of the system.

528.3.03 Preparation

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

The exact procedures for exposing clean and sound concrete shall be the Contractor's option and responsibility. However, the procedures must comply with any traffic handling and construction sequencing requirements for the Project.

528.3.04 Fabrication

General Provisions 101 through 150.

528.3.05 Construction

Seal concrete cracks as follows:

1. After preparing the concrete surfaces, seal the cracks at the surface with epoxy. Port spacing, location, and port type shall be the Contractor's option and responsibility.
2. If the voids are not thoroughly penetrated, use the following procedure:
 - a. Wet core on 8 in (200 mm) centers the holes that are 1/2 in (13 mm) diameter and 3/4 in (19 mm) to 1 in (25 mm) depth.
 - b. Insert into the cored holes to the full depth copper or plastic tubes 1/2 in (13 mm) diameter and notched at the base.
 - c. Seal the circumference of the ports at the surface.
 - d. Inject the epoxy at a constant pressure not to exceed 250 psi (2 MPa) for at least 10 minutes or until penetration occurs.
3. After the injection operation is complete, clean the sealed cracks to the original concrete surface.
4. Remove nipple devices and surface sealers over the injection holes.

528.3.06 Quality Acceptance

General Provisions 101 through 150.

528.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

528.4 Measurement

Epoxy pressure injection of concrete cracks is measured for payment by lineal foot of concrete crack repaired, and includes all materials, equipment and labor necessary to complete the work.

528.4.01 Limits

General Provisions 101 through 150.

528.5 Payment

Payment for epoxy pressure injection of concrete cracks as specified above is paid for at the Contract Unit price bid per lineal foot. Such payment is full compensation for furnishing all equipment, labor and materials and performing the work in accordance with the Plans and Specifications. Payment will be made under:

Item No. 528	Epoxy Pressure Injection of Concrete Cracks	Per lineal foot
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OFFICE OF MAINTENANCE



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: August 5, 2019

Agenda Item: Curbside Recycling- Eliminating Glass from Program

Department: Public Works Department

Requested By: Public Works Department

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:

Due to various issues, as outlined in more detail in the attached handout, the Public Works Department is proposing to eliminate glass from the curbside recycling program.

Most municipalities in Georgia, offering a curbside recycling program, have already eliminated glass for many of the same reasons outlined in the attached handout.

Dalton-Whitfield Solid Waste Authority will continue to accept glass for recycling purposes at their four convenience centers including the M.L. King Jr. Convenience Center close to the City limits on M. L. King Jr. Blvd.

The Public Works Committee reviewed this issue at several meetings in 2019 and were in favor of bringing it before the full Mayor and Council for final approval.

The Public Works Department proposes **October 1, 2019** as the cutoff date for which glass will no longer be accepted as part of the curbside recycling program.

PUBLIC WORKS DEPARTMENT
BENNY DUNN, DIRECTOR
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FAX: (706) 278-1847



DENNIS MOCK, MAYOR

CITY COUNCIL MEMBERS

GARY CREWS
TYREE GOODLETT
ANNALEE HARLAN
DENISE WOOD

DISCUSSION POINTS FOR

DISCONTINUATION OF

RECYCLING GLASS at CURBSIDE

- **SAFETY ISSUES:**
 - Employees injured from broken glass in bins
 - Recently had three (3) recycling truck drivers cut badly with glass (All were placed on Workers Comp and missed working days)
 - Note: Oftentimes broken glass items are covered in the recycling bins with other recyclables, such as paper items.
 - Employees suffer back injuries due to the weight of the glass bins
 - One employee was on Workers Comp for months due to picking up a full bins of glass bottles.
 - Note: Glass items are heavier than the paper, aluminum or plastic items.
- **RECYCLING TRUCK ISSUES:**
 - Glass compartments on the Recycling trucks are the first to corrode and require expensive repairs.
 - The liquids found in beer, wine and soda bottles have a corrosive effect on the glass compartments.
 - Glass compartments require major repair work after 3 to 5 years of use.
 - Recycling trucks are only replaced every 8 to 10 years.
 - Glass compartment could be converted and used for paper, plastic and cardboard items, which are the largest recyclable items collected at curbside.
- **SOLID WASTE AUTHORITY ISSUES:**
 - Placing glass in the landfill will not create any “environmental issues” since glass is inert and doesn’t produce a significant amount of leachate. (Glass takes one million year to degrade)

- The revenue from selling the recyclable glass items is a “break even” venture since the cost of collecting, storing and transporting the glass to the buyer equals the sell value. (In 2018 the DWSWA had a net profit of \$3200 on glass recycling. This did not include the City’s cost for collection and transporting.)
 - Placing the glass items in the landfill would not require any additional landfill space. (The crushed glass will only fill the “present” voids within the landfill cell. Based on a bulk density of 100 lb/ft³, the 180 tons of glass collected in 2018 would have consumed 133 cu. yds. of air space. Crushed glass and sand like-materials do, in fact, increase the compacted density of garbage by filling voids not otherwise filled.)
 - Residents would still have the option of taking their glass recyclables to the SWA’s Transfer Stations. (The closest for City residents would be the MLK Transfer Station off of East MLK, Jr. Blvd. The farthest distance a resident would have to go to this location would be slightly over 5 miles.)
 - There would be an increase in the City’s tipping fees of approximately \$5,000 to cover the cost of disposing the glass items. This would well be offset by the reduced cost in truck compartment repairs and worker comp claims.
- **OTHER CONSIDERATIONS:**
 - Recent survey by Public Works staff shows out of **4108** households that participate in the Curbside Recycling Program **1661** did some form of glass recycling (approximately **39%+**).
 - Numerous cities and counties in this area have discontinued the collection of glass. (Here are some: Chattanooga, Rome, Canton, Gainesville, LaGrange, Douglasville, Marietta, Kennesaw and Gwinnett County).
 - Public Works Committee proposed setting October 1, 2019 as the “cutoff” date. Plans are to use both radio and newspaper media, as well as Facebook and City’s webpage, to inform the public of this change. Also, PW staff plans to place “stickers” on the recycling bins to let each homeowner know about the change.



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting

Meeting Date: 8-15-19

Agenda Item: Reappointment to Board of Zoning Appeals

Department: Board of Zoning Appeals

Requested By: Jean Garland

Reviewed/Approved by City Attorney? No

Cost: None

Funding Source if Not in Budget N/A

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

Requesting reappointment of Austin King appointment to the Board of Zoning Appeals for a 5-Year term. Current term expired July 17, 2019

From: [Jason Parker](#)
To: [Jean Garland](#)
Cc: [Gesse Cabrera](#)
Subject: Re: Reappointment for Austin King to Board of Zoning Appeals
Date: Wednesday, July 31, 2019 2:20:17 PM

Hi Jean,

Yes we will try to get it on the agenda for August 5 or 19.

Thank,
Jason

Jason Parker
Dalton City Administrator
706-529-2404

----- Original message -----

From: Jean Garland <jgarland@whitfieldcountyga.com>
Date: 7/31/19 11:36 AM (GMT-05:00)
To: Jason Parker <JParker@daltonga.gov>
Subject: Reappointment for Austin King to Board of Zoning Appeals

Good morning Jason,

Austin King's appointment to the Board of Zoning Appeals will expire next month. He is willing to be reappointed for another term which this time will be for five (5) years. Would you mind putting that item on the next city council agenda for them to consider, please?

Thanks,

Jean

Jean Price-Garland

Dalton-Whitfield Zoning

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