



**MAYOR AND COUNCIL MEETING  
MONDAY, DECEMBER 17, 2018  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

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

1. Update on Municode Meetings Implementation
2. 2018 Citizens Government Academy Overview
3. Police Department Code Enforcement Update – Year End Review
4. Review of Agenda

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

**Call to Order**

5. Pledge of Allegiance

**Approval of Agenda**

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

**Minutes:**

6. Mayor and Council Work Session Minutes, Executive Session Minutes, and Regular Meeting Minutes of December 3, 2018

**Unfinished Business:**

7. Resolution 18-14 Adoption of FY2019 Budget

**New Business:**

8. Two loan agreements through the City's 2014 Community Home Investment Program Grant
9. Memorandum of Understanding with the Dalton-Whitfield Community Development Corporation for the Shelter Plus Care Program
10. Contract with Comanche Construction of GA, LLC for the Gordon Street Bridge Repair Project over CSX and Norfolk Southern Railroad
11. Ratification of Agreement with Pont Engineering to Develop Repair Plans for Chattanooga Ave Bridge over Mill Creek (Phase 2 of 2)

[12.](#) Amendment to Municipal Court Judge Contract

[13.](#) Oath of Office - Municipal Court Solicitor

**Supplemental Business:**

**Announcements:**

14. City of Dalton government offices will be closed December 24-25, 2018 for the Christmas holidays.

**Adjournment**



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12-17-18

**Agenda Item:** Update on Municode Meetings Implementation (Work Session)

**Department:** Administration

**Requested By:** Jason Parker

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

An update on progress to-date with implementation of the Municode Meeting Agenda Process

# City of Dalton





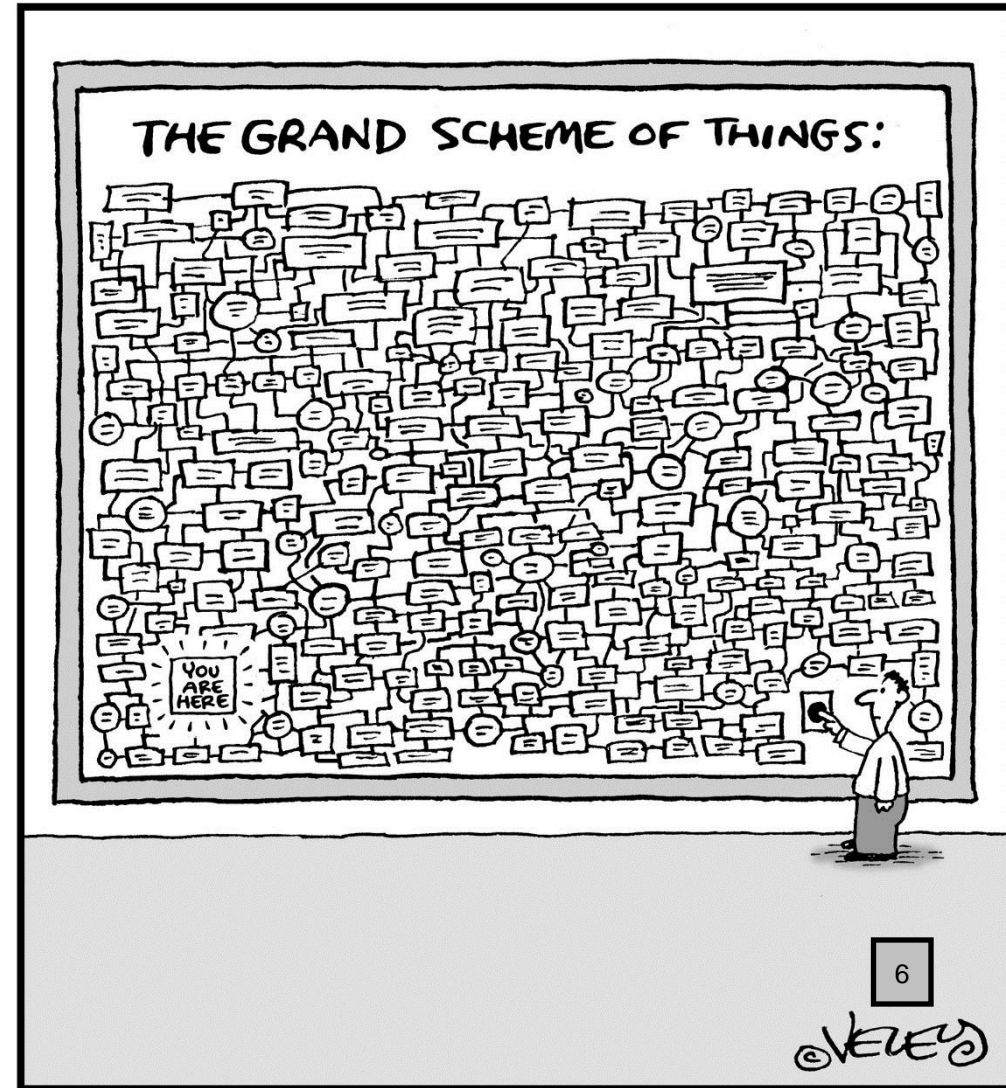
# City Council Boards and Commission Agenda Process

- Multiple types of business items and types of documents
- Internal and external contributors
- Many agendas well over 100 pages
- Manual collection of documents and assembly of agenda
- Manual copy, distribution and delivery of packets
- 10MB+ files clogging-up emails



- Time-consuming
- Significant Labor, material and time expense
- Less transparency before meetings
- Lack of agility in timing

## Problems





# Solution

- Municode Meetings<sup>®</sup> Software
- Cloud-based, unlimited users, unlimited meeting types
- Upload agenda items directly from user desktop, or any other device
- All file types supported
- Agenda managers review and then publish agenda
- Simultaneous notification to internal and external stakeholders

- Net savings of approximately \$10K per year in staff time and materials
- Increased Transparency: opt-in to receive packet length
- Currently: Mayor and Council, Public Safety Commission
- January 2019: adding Pension Board
- One device used by all boards

## Outcomes

[CLICK HERE](#) to subscribe to email notifications for newly available meeting documents.

Meeting	Date	Time	Venue	Agenda	Packet	Minutes
Mayor and Council Meeting	12/3/2018	6:00 PM	Dalton City Hall			
Mayor and Council Meeting	11/19/2018	6:00 PM	Dalton City Hall			
Special Called Mayor and Council Meeting	11/9/2018	12:15 PM	Dalton City Hall			
Mayor and Council Meeting	11/5/2018	6:00 PM	Dalton City Hall			





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12-17-18  
**Agenda Item:** Citizens Government Academy Report  
**Department:** Administration  
**Requested By:** Jason Parker  
**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:**

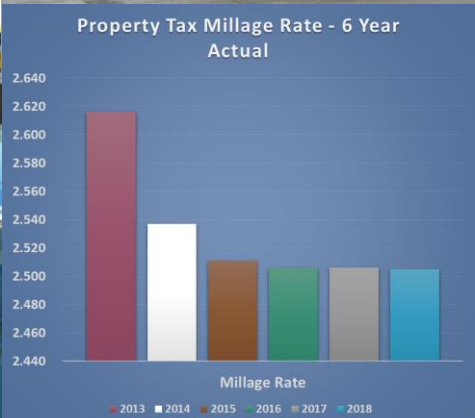
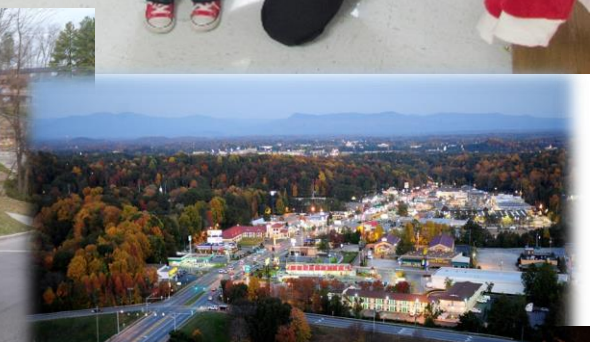
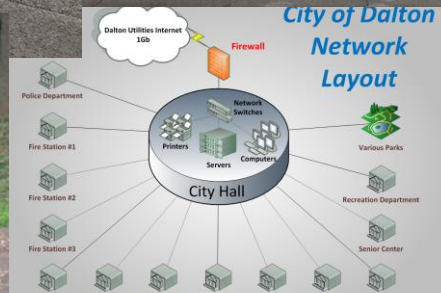
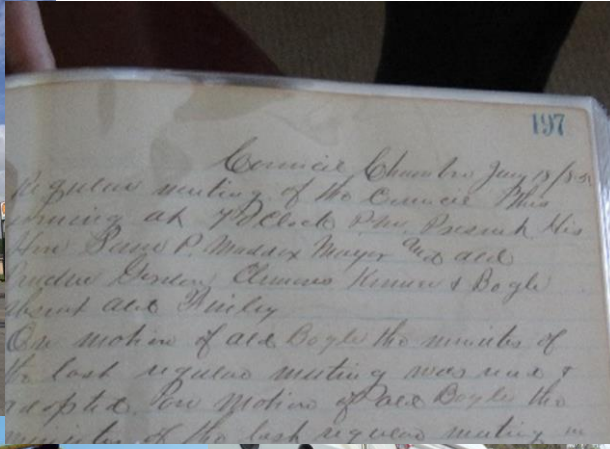
Update on results and feedback of 2018 Citizens Government Academy





# Citizens Government Academy







# Goals

- Engage and Inform Community and Citizens
- Demonstrate Fiscal Accountability to Those We Serve
- Provide an overview of the services provided in return for the investment of community tax dollars





# Weekly Sessions

6:00 – 8:30 pm, Tuesday nights in October

- Elected Officials, Municipal Court, IT
- Police and Fire Departments
- Airport, Human Resources
- Public Works, City Clerk
- Finance, Recreation Department



The Citizens Government Academy aims to inform Dalton's citizens on how their local government works and the roles each department plays. Featured departments include, but are not limited to fire, police, public works, administration, the airport, and recreation.

## JOIN US!

October 2<sup>nd</sup>: City Hall

October 9<sup>th</sup>: Police/Fire Department

October 16<sup>th</sup>: Airport

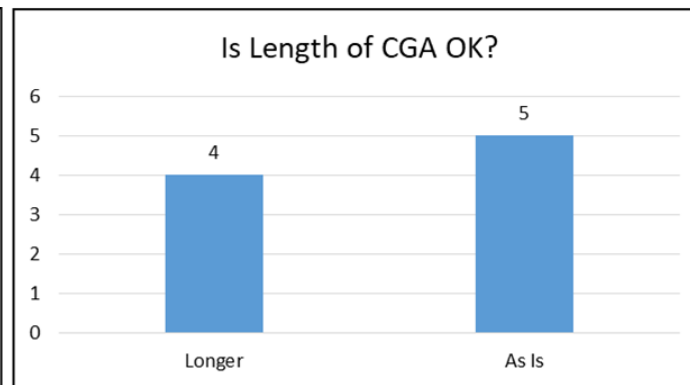
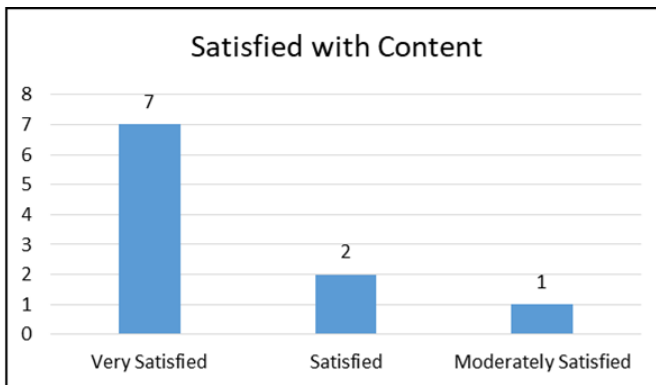
October 23<sup>rd</sup>: Public Works

October 30<sup>th</sup>: Mack Gaston community  
Center

Register online at  
[cityofdaltonga.gov/govacad](http://cityofdaltonga.gov/govacad)

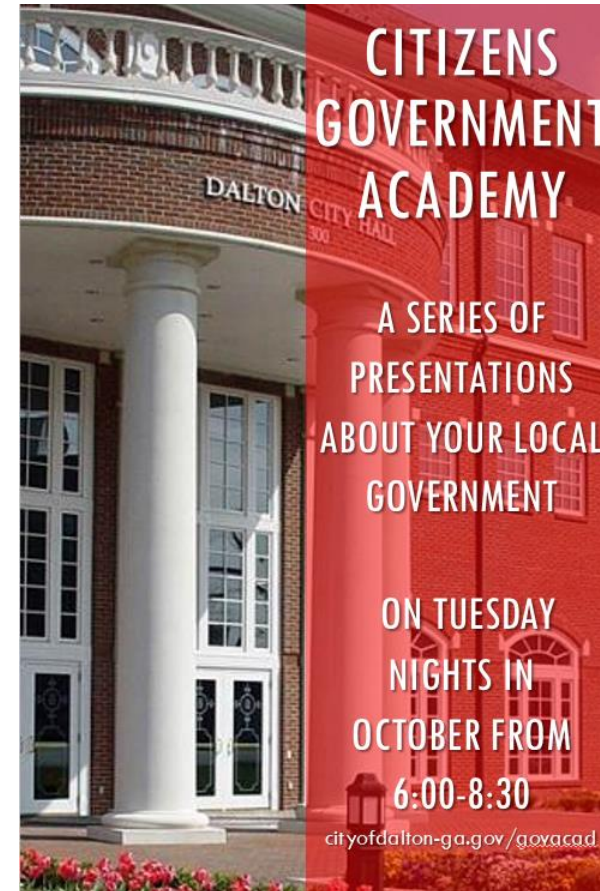
# Participants

- 17 Community members registered (< one month marketing)
- Survey feedback of citizens was very positive
- They provided excellent suggestions on how to improve



# Future Sessions Goals

- Increase to 8-10 weeks in 2019 (Sep – October)
- Adjust nightly sessions to 3 hours each (6-9 pm)
- Add (at least) Dalton Utilities, Convention Center, Solid Waste Authority
- Increase “hands-on”, site visits
- Consider branding
- Extend the Marketing





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** December 17, 2018

**Agenda Item:** Police Department Code Enforcement Update - Year End Review

**Department:** Police

**Requested By:** Assistant Chief Crossen

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

**Cost:** \$0

**Funding Source if Not in Budget**

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

Code Enforcement Officers have a PowerPoint Presentation of Accomplishments and a Year End Review



# Dalton Police Department Code Enforcement Report 2018

JANUARY 31 2018 – NOVEMBER 30 2018



# NEW REPORTS

469

NEW CODE VIOLATIONS  
REPORTS GENERATED BETWEEN  
JANUARY 1 2018 AND NOVEMBER 30 2018

# CLOSED CASES

468

CODE VIOLATIONS

INCIDENTS CLOSED SUCCESSFULLY BETWEEN

JANUARY 1 2018 AND NOVEMBER 30 2018

BY THE VIOLATIONS BEING CORRECTED

# COMMUNITY DEVELOPMENT BLOCK GRANT

The CDBG Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for low and moderate income persons.

550 HOURS INVESTED INTO CDBG IN 2018



# OPERATION GATEWAY

OPERATION GATEWAY IS A FOCUSED EFFORT TO IDENTIFY AND CORRECT CODE VIOLATIONS ON THE STREET AND HIGHWAYS COMMONLY USED TO ENTER AND LEAVE THE CITY OF DALTON

278.5 HOURS SPENT ON  
OPERATION GATEWAY PROGRAM

# STREET SWEEPS

STREET SWEEP – 3 OR MORE CODE VIOLATIONS  
INCIDENTS

REPORTED ON A SINGLE STREET OR STREET BLOCK

29 STREET SWEEP OPERATIONS IN 2018

6

# DANGEROUS STRUCTURES DEMOLISHED

1. 701 RUSTWOOD ST. COMMERCIAL BUILDING
2. 701 RUSTWOOD ST. VACANT HOUSE #1
3. 701 RUSTWOOD ST. VACANT HOUSE #2
4. 114 E WALNUT AVE VACANT HOUSE
5. 1221 N HAMILTON ST VACANT HOUSE
6. 712 SHERIDAN AVE VACANT HOUSE

# TOP 10 BLIGHT LIST

1. 2007 TAMPICO WAY – CONDEMNED HOTEL – ASBESTOS ABATEMENT IN PROGRESS / DEMOLITION SCHEDULED
2. 114 E WALNUT AVE - OLD CARPET BUILDING – BUILDING DEMOLISHED
3. 212 S SPENCER ST – ODD FELLOWS BUILDING - AREA CLEANED UP AND SAFETY RAILS BUILT
4. 812 JONES ST – VACANT HOME – CURRENTLY BEING REMODELED
5. 715 E MORRIS ST – AUSTIN’S CAR WASH – BUILDING RENOVATED
6. 334 N HAMILTON ST – OLD ITALIAN RESTAURANT –CASE STARTED
7. 431 S HAMILTON ST – CON-AGRA BUILDING
8. 712 SHERIDAN AVE – BUILDING DEMOLISHED
9. 1014 E WALNUT AVE – WALNUT AVE SIDE HAS BEEN CLEANED / REAR STILL NEEDS ATTENTION
10. 200 S GLENWOOD – OLD MANLEY JAIL WORK



# TOP 10 BLIGHT LIST

8 PROPERTIES

OFF THE TOP 10 BLIGHT LIST

HAVE BEEN ADDRESSED

AND

PROGRESS HAS BEEN MADE

# TOP 10 BLIGHT LIST

3 PROPERTIES

OFF THE TOP 10 BLIGHT LIST

HAVE BEEN CLOSED BY

THE VIOLATION BEING CORRECTED

OR

THE STRUCTURE BEING DEMOLISHED



# 112 SOUTH SPENCER ST

BEFORE



AFTER





# 712 SHERIDAN AVENUE

BEFORE



AFTER





# 1221 NORTH HAMILTON STREET

BEFORE



AFTER





# 715 EAST MORRIS STREET

BEFORE

Apr 10, 2018 at 2:01:26 PM



AFTER





# 1210 EAST MORRIS STREET

BEFORE



AFTER





# 118 EAST WAUGH STREET

BEFORE



BEFORE



AFTER





# 937 AVENUE F

BEFORE



AFTER





# 447 CEDAR STREET

BEFORE



AFTER





THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
WORK SESSION  
DECEMBER 3, 2018

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, Councilmembers, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney James Bisson and several department heads. City Clerk Bernadette Chattam and Councilmember Denise Wood were absent.

EXECUTIVE SESSION – REAL ESTATE MATTERS

An Executive Session of the Mayor and Council Work Session was called on the motion of Councilmember Goodlett, second Councilmember Harlan. The Mayor and Council adjourned into Executive Session at 5:16 p.m. to discuss real estate matters.

Adjournment

There being no further business to come before the Mayor and Council in Executive Session on the motion of Councilmember Goodlett, second Councilmember Harlan, the Mayor and Council adjourned out of Executive Session at 5:34 p.m., into regular session.

AGENDA REVIEW

The Mayor and Council along with several department heads reviewed the following agenda items as presented:

Unfinished Business

- City Attorney James Bisson - Second Reading - Ordinance 18-17 Sunday Alcohol Sales

New Business:

- City Admin Jason Parker - Alcohol Beverage New Applications and Renewals and Pawnbroker Renewals
- HR Director Greg Batts - Employee Assistance Program – Renewal Agreement
- HR Director Greg Batts - 2019 Alliant Health Plan Renewal
- City Admin Jason Parker - Adoption of Policy for Burr Performing Arts Park
- City Admin Jason Parker - Contract for Municipal Court Solicitor Services
- NWGRC Ethan Calhoun - Ordinance 18-18 Dalton Public Schools Property Annexation
- Finance Director Cindy Jackson - 2018 Budget Amendment #4.

ADJOURNMENT

There being no further business to come before the Mayor and Council, the work session was adjourned at 5:48 p.m.

\_\_\_\_\_  
Gesse Cabrera  
Deputy City Clerk

\_\_\_\_\_  
Dennis Mock, Mayor

Recorded \_\_\_\_\_  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
DECEMBER 3, 2018

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, Councilmembers, Annalee Harlan, Tyree Goodlett and Gary Crews, City Administrator Jason Parker, City Attorney James Bisson and several department heads. City Clerk Bernadette Chattam and Councilmember Denise Wood were absent.

PUBLIC COMMENTARY

Mr. Frank Hogshead asked the Mayor and Council to look into the ongoing street light problems in Downtown Dalton, particularly on Pentz Street and Cuyler Street. Public Works Director, Benny Dunn assured Mr. Hogshead light replacement is a current project that's being addressed and LED lights will be installed and functioning in the upcoming weeks.

PLEDGE OF ALLEGIANCE

Mayor Mock led the audience in the Pledge of Allegiance.

APPROVAL OF AGENDA

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

MINUTES

The Mayor and Council reviewed the Work Session and Regular Meeting minutes of November 19, 2018. On the motion of Councilmember Harlan, second Councilmember Goodlett, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 18-17 SUNDAY ALCOHOL SALES

The Mayor and Council reviewed Ordinance 18-17 entitled Sunday Alcohol sales To Amend Chapter 6 Of The 2001 Revised Code Of The City Of Dalton, Georgia Captioned "Alcoholic Beverages"; By Striking, Repealing And Deleting Section 6-18 Captioned "Hours Of Sale Of Alcoholic Beverages For Consumption On The Premises" In Its Entirety And Substituting In Lieu Thereof A New Section 6-18 Captioned "Hours Of Sale Of Alcoholic Beverages For Consumption On The Premises"; To Provide For The Repeal Of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

On the motion of Councilmember Crews, second Councilmember Harlan, Ordinance 18-17 was adopted. The vote was unanimous in favor.

(2) NEW 2018-2019 ALCOHOCL APPLICATIONS

On the motion of Councilmember Goodlett, second Councilmember Harlan, the Mayor and Council approved the following (2) Alcohol Beverage Applications. The vote was unanimous in favor.

1. Business Owner: Cacao Dominican Restaurant, Inc.  
d/b/a: Cacao Dominican Restaurant  
Applicant: Marisol A. Figueroa  
Business Address: 702 5<sup>th</sup> Avenue.  
Type: Pouring Beer  
Disposition: **New**
  
2. Business Owner: Cold Creek, LLC  
d/b/a: Cold Creek at North Oaks  
Applicant: Keith Burton  
Business Address: 101 North Oaks Dr. Suite 1  
Type: Package Beer, Pouring Beer, Pouring Wine, Pouring Liquor  
Disposition: **New**

2019 ALCOHOL BEVEREAGE RENEWALS

On the motion of Councilmember Crews, second Councilmember Goodlett, the Mayor and Council approved the following 2019 Alcohol Beverage renewals.

- (100) 2019 Alcohol Beverage Renewals – No Changes
- (10) 2019 Alcohol Beverage Renewals – With Changes

A complete list itemizing the renewals is a part of these minutes. The vote was unanimous in favor.

2019 PAWNBROKER RENEWALS

On the motion of Councilmember Crews, second Councilmember Harlan, the Mayor and Council approved (4) 2019 Pawnbroker renewals. A complete list itemizing the renewals is a part of these minutes. The vote was unanimous in favor.

EMPLOYEE ASSISTANCE PROGRAM – Renewal Agreement

The Mayor and Council reviewed the renewal agreement for the City’s Employee Assistance Program as presented by Human Resource Director, Greg Batts. The renewal would have no increase from 2018 and also contain a 3 year rate guarantee for a total cost of \$9,000 per year. On the motion of Councilmember Goodlett, second Councilmember Harlan, the Mayor and Council adopted the Employee Assistance Program renewal. The vote was unanimous in favor.

2019 ALLIANT HEALTH PLAN RENEWAL

The Mayor and Council reviewed the renewal agreement for the City’s Alliant Health Plan as presented by Human Resource Director, Greg Batts. The renewal would have an increase of 4% compared to last year. On the motion of Councilmember Goodlett, second Councilmember Crews, the Mayor and Council adopted the 2019 Alliant Health Plan renewal. The vote was unanimous in favor.



ADOPTION OF POLICY FOR BURR PERFORMING ARTS PARK

The Mayor and Council reviewed the new policy with regards to Burr Performing Arts Park as presented by City Administrator, Jason Parker. Parker stated the policy is designed to guide event sponsor applicants, DDDA staff, and various city staff with respect to planning, approving and conducting events at Burr Performing Arts Park. On the motion of Councilmember Goodlett, second Councilmember Harlan, the Mayor and Council adopted the new policy. The vote was unanimous in favor.

CONTRACT FOR MUNICIPAL COURT SOLICITOR SERVICES

The Mayor and Council reviewed the new contract for Municipal Court solicitor services as presented by City Administrator Jason Parker. Parker stated the contract would remain the same cost of \$45,000 annually for Susan A. Beck to provide solicitor services. On the motion of Councilmember Harlan, second Councilmember Goodlett, the Mayor and Council adopted the court solicitor contract. The vote was unanimous in favor.

ORDINANCE 18-18 DALTON PUBLIC SCHOOLS PROPERTY ANNEXATION

The Mayor and Council reviewed Ordinance 18-18 to Annex Property of City of Dalton Georgia Board Of Education into the City of Dalton, Georgia, Pursuant To Chapter 36, Title 36 of the Official Code of Georgia Annotated; To Provide for an Effective Date; To Provide For the Repeal of Conflicting Ordinances; To Provide For Severability; And For Other Purposes.

Parcel # 12-166-06-000, located at the intersection of S. Brooker Drive, Pleasant Grove Drive and North Bypass.

On the motion of Councilmember Goodlett, second Councilmember Harlan, the Mayor and Council approved the annexation request from the Dalton Board of Education. The vote was unanimous in favor.

2018 BUDGET AMENDMENT #4

The Mayor and Council reviewed Budget Amendment #4 as presented by Finance Director, Cindy Jackson.

1. Sponsorship donations remitted by Charity Support Foundation for Haig Mill Park event - MOU to manage event and collect sponsorships.
2. To utilize funds from vacant positions to purchase Tasers for the police department as approved at the 11/19/18 council meeting.
3. To cover budget overrun for purchase of capital items.
4. Request by City Clerk's office for enhancement to business license module - 50% due with request and 50% due when delivered (expected 2020).
5. To adjust to expected interest earnings for 2018.

On the motion of Councilmember Harlan, second Councilmember Goodlett, the Mayor and Council approved amendment #4. A copy of the amendment is a part of these minutes. The vote was unanimous in favor.

Mayor and Council  
Minutes  
Page 4  
December 3, 2018

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was adjourned at 6:14 p.m.

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Gesse Cabrera  
Deputy City Clerk

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Dennis Mock, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/17/18

**Agenda Item:** 2019 Budgets

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** N/A

**Funding Source if Not  
in Budget** N/A

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

Proposed 2019 Budgets - General Fund, Debt Service, Capital Projects, Special  
Revenue Funds



**RESOLUTION 18-14**

**TO ADOPT THE 2019 BUDGET FOR EACH FUND OF THE CITY OF DALTON, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED REVENUE SOURCES; AFFIRMING THAT EXPENDITURES IN EACH FUND MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.**

**WHEREAS**, the City of Dalton Mayor and Council is the governing authority of said Municipality; and

**WHEREAS**, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balance budget for the City's fiscal year, which runs from January 1st to December 31st of each year; and

**WHEREAS**, the Mayor and Council have reviewed the 2019 Proposed Budget as presented by the Finance Committee and which is the City's financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

**WHEREAS**, each of the funds is a balanced budget, so that anticipated revenues and other financial resources of each fund equal the proposed expenditures; and

**WHEREAS**, an appropriated advertised public hearing was held on the 2019 Proposed Budget, as required by federal, state, and local laws and regulations.

**NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED**, by the Mayor and Council of the City of Dalton, Georgia, as follows:

-1-

The 2019 Proposed Budget, attached hereto and incorporated herein as a part of this Resolution, is herein adopted as the Budget for the City of Dalton, Georgia.

-2-

The "legal level of control" as defined by OCGA §36-81 is set at the department level, meaning that the Budget Officer is authorized to move appropriations from one line item to another within a department, but expenditures may not exceed the amount appropriated for a department without a Budget amendment approved by the Mayor and Council.

-3-

All appropriations shall lapse at the end of the fiscal year.

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted and approved this \_\_\_ day of \_\_\_\_\_, 2018.

City of Dalton, Georgia

\_\_\_\_\_  
Dennis Mock, Mayor

Attested To:

\_\_\_\_\_  
Bernadette Chattam, City Clerk

**PROPOSED 2019 BUDGET  
GENERAL FUND**

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**City of Dalton**  
**General Fund Budget Summary**  
**Proposed 2019**

	<b>Actual</b>	<b>Adopted</b>	<b>Requested</b>	<b>% Change</b>
	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>2019</u></b>	
<b>Revenues</b>				
Taxes	\$ 18,967,429	\$ 17,755,000	\$ 19,077,000	7.45%
Licenses and permits	988,534	978,900	985,900	0.72%
Fines and forfeitures	371,666	278,000	380,000	36.69%
Charges for services	1,358,671	1,695,700	1,285,050	-24.22%
Intergovernmental	115,459	117,900	89,300	-24.26%
Miscellaneous	<u>1,008,073</u>	<u>696,600</u>	<u>931,600</u>	<u>33.74%</u>
<b>Total Revenues</b>	<u>22,809,832</u>	<u>21,522,100</u>	<u>22,748,850</u>	<u>5.70%</u>
<b>Expenditures</b>				
Elections	7,581	-	15,500	0.00%
Legislative	139,501	147,840	137,320	-7.12%
Administration	244,439	364,460	452,910	24.27%
City Clerk	274,549	291,380	313,025	7.43%
Technology	237,298	483,740	672,610	39.04%
Finance	619,092	659,110	707,990	7.42%
Municipal Court	436,770	433,870	451,270	4.01%
Human Resources	346,480	376,370	408,760	8.61%
General government - buildings	263,507	255,000	768,610	201.42%
Fire	8,448,440	8,726,155	9,111,480	4.42%
Police	7,835,802	8,552,590	9,247,670	8.13%
Public Works and infrastructure	7,010,512	7,613,825	7,935,635	4.23%
Recreation Department	3,211,760	3,530,495	3,630,295	2.83%
Payments to other agencies	634,384	644,990	717,490	11.24%
Contingency	<u>-</u>	<u>337,500</u>	<u>150,000</u>	<u>-55.56%</u>
<b>Total Expenditures</b>	<u>29,710,115</u>	<u>32,417,325</u>	<u>34,720,565</u>	<u>7.10%</u>
<b>Other Financing Sources (Uses)</b>				
Sources	10,769,355	11,071,000	11,125,000	0.49%
Uses	<u>(1,304,867)</u>	<u>(1,635,275)</u>	<u>(650,000)</u>	<u>-60.25%</u>
<b>Total Other Financing Sources (Uses)</b>	<u>9,464,488</u>	<u>9,435,725</u>	<u>10,475,000</u>	<u>11.01%</u>
<b>Net Increase (Decrease) Fund Balance</b>	<b><u>\$ 2,564,205</u></b>	<b><u>\$ (1,459,500)</u></b>	<b><u>\$ (1,496,715)</u></b>	
<b>Utilization of Fund Balance</b>		<b><u>\$ 1,459,500</u></b>	<b><u>\$ 1,496,715</u></b>	

**PROPOSED 2019 BUDGETS**  
**DEBT SERVICE FUND**  
**CAPITAL PROJECTS FUND**

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**City of Dalton**  
**Debt Service Fund and Capital Projects Fund**  
**2019 Proposed Budgets**

	<b>Debt Service Fund</b>	<b>Capital Projects Fund</b>
		<b>2007 T-SPLOST</b>
<b>Revenues</b>		
Payment in Lieu of Property Taxes	\$ 53,000	\$ -
Intergovernmental - federal and state	80,000	-
Intergovernmental - SPLOST collections	-	342,590
Interest income	500	
<b>Total Revenues</b>	<b>133,500</b>	<b>342,590</b>
<b>Expenditures</b>		
General government and administrative	2,500	-
Capital expenditures	-	342,590
Debt service - principle & interest	524,000	-
<b>Total Expenditures</b>	<b>526,500</b>	<b>342,590</b>
<b>(Deficiency) of Revenues (Under Expenditures)</b>	<b>(393,000)</b>	<b>-</b>
<b>Other Financing Sources (Uses)</b>		
Transfers in (out)	393,000	-
<b>Total Other Financing Sources (Uses)</b>	<b>393,000</b>	<b>-</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>

*Please note the 2015 SPLOST Funds are multi-year budgets and not adopted annually*



**PROPOSED 2019 BUDGETS  
SPECIAL REVENUE FUNDS**

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**City of Dalton  
Special Revenue Funds  
2019 Proposed Budgets**

	<u>Hotel Motel Tax</u>	<u>Confiscated Assets</u>	<u>Tax Allocation District #1</u>	<u>Tax Allocation District #3</u>	<u>Economic Development</u>	<u>CDBG Grant Fund</u>	<u>Airport Grant Fund</u>	<u>CHIP Grant Fund</u>
<b>Revenues</b>								
Hotel motel taxes	\$ 1,475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Forfeitures and seizures	-	110,000	-	-	-	-	-	-
Property taxes	-	-	10,000	-	-	-	-	-
PILOT payments	-	-	-	-	113,000	-	-	-
Intergovernmental - federal and state	-	-	-	-	-	390,000	1,330,000	100,000
Investment earnings	-	660	100	-	400	-	-	-
<b>Total Revenues</b>	<u>1,475,000</u>	<u>110,660</u>	<u>10,100</u>	<u>-</u>	<u>113,400</u>	<u>390,000</u>	<u>1,330,000</u>	<u>100,000</u>
<b>Expenditures</b>								
General government	-	-	-	-	-	78,000	1,400,000	-
Housing and development	-	-	10,100	5,000	113,400	282,000	-	105,000
Public safety	-	82,730	-	-	-	-	-	-
Health and welfare	-	-	-	-	-	30,000	-	-
Culture, recreation and tourism	1,050,000	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<u>1,050,000</u>	<u>82,730</u>	<u>10,100</u>	<u>5,000</u>	<u>113,400</u>	<u>390,000</u>	<u>1,400,000</u>	<u>105,000</u>
<b>(Deficiency) of Revenues (Under Expenditures)</b>	<u>425,000</u>	<u>27,930</u>	<u>-</u>	<u>(5,000)</u>	<u>-</u>	<u>-</u>	<u>(70,000)</u>	<u>(5,000)</u>
<b>Other Financing Sources (Uses)</b>								
Transfers in (out)	(425,000)	-	-	5,000	-	-	70,000	5,000
<b>Total Other Financing Sources (Uses)</b>	<u>(425,000)</u>	<u>-</u>	<u>-</u>	<u>5,000</u>	<u>-</u>	<u>-</u>	<u>70,000</u>	<u>5,000</u>
<b>Net Change in Fund Balance</b>	<u>\$ -</u>	<u>\$ 27,930</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12/17/18  
**Agenda Item:** CHIP Loan Agreements  
**Department:** Finance  
**Requested By:** Cindy Jackson  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$143,418  
**Funding Source if Not in Budget** CHIP grant funds - already in budget

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

Two loan agreements through the City's 2014 Community Home Investment Program Grant. Mary Terry \$64,044 and Mary Rivers \$79,374.



Georgia Department of Community Affairs  
Community HOME Investment Program  
**HOMEOWNER REHABILITATION ASSISTANCE LOAN AGREEMENT**

This Loan Agreement (“Agreement”), entered into this 6<sup>th</sup> day of December 2018 by and between Mary C. Terry (“Borrower”), and the City of Dalton (“Program Participant”), located at PO Box 1205, Dalton, GA 30720.

**WHEREAS**, The State Recipient or Sub-recipient (“Program Participant”) administers the CHIP-funded Homeowner Rehabilitation Assistance Program (“DCA Program”) on behalf of DCA; and,

**WHEREAS**, Borrower has requested a CHIP improvement loan in the principal amount of \$64,044 (the “Loan”) to finance the rehabilitation of Borrower’s home located at 113 Gun Barrell St, Dalton, GA 30720 (said improvements are hereinafter collectively referred to as the “Improvements”). Said Improvements are located upon land more particularly described in Exhibit A of the Deed to Secure Debt (“Security Deed”) and incorporated herein by this reference (the “Land”; the Improvements and the Land are sometimes hereinafter collectively referred to as the “Premises”); and,

**WHEREAS**, pursuant to the Program Participant’s approval of the Loan to Borrower, Borrower and the Program Participant wish to enter into this Agreement in order to set forth the terms and conditions of the Loan;

**NOW, THEREFORE**, the parties hereto, for and in consideration of their mutual promises, covenants and agreements herein contained, do hereby mutually covenant, agree, consent and warrant as follows:

1. Note; Collateral. Borrower shall sign a real estate note (“Note”) in the total principal sum of \$64,044 with a simple interest rate of zero percent (0%) per annum (the “Note”). The entire principal amount of the Note, together with any accrued and unpaid interest thereon, shall be due and payable as indicated on the Note. The Note shall be secured by a Security Deed granting the Program Participant a security interest in Premises. This Agreement, the Note and the Security Deed are sometimes hereinafter collectively referred to as the “Loan Documents”. In the event that Borrower needs to borrow additional CHIP funds from DCA, as determined by the Program Participant, to complete the rehabilitation to the Premises as set forth in the Contractor's Proposal, Borrower agrees to execute any and all additional loan documents as are required by the Program Participant.
2. Disbursement of Loan Proceeds. Borrower must make certain that all applicable parts of the Contractor Payment Request (Exhibit A) are completed and that the contractor, the Borrower and the Program Participant have executed the same. A disbursement request must show: (i) the portion of the rehabilitation work completed at that time; (ii) that, except for any amounts designated as



retainage or as claims for work actually in progress or as claims for work for which the particular disbursement request is being requested, all outstanding claims for labor, materials and fixtures have been paid and lien waivers with respect thereto have been obtained from any general contractor; (iii) that there are no liens outstanding against the Premises except the Program Participant's security title, other DCA approved security titles, inchoate liens for property taxes not yet due and inchoate mechanics and materialmen's liens with respect to the amounts described in subparagraph (ii) above; (iv) that Borrower has complied with all of its obligations as of the date thereof; (v) that all rehabilitation prior to the date of the disbursement request has been done substantially in accordance with the Program Participant approved Contractor's Proposal, the CHIP Requirements; (vi) that all funds previously advanced by the Program Participant have been applied directly to the costs for which funds were requested under the applicable disbursement request; (vii) contractor's certification of receipt of any applicable permits, licenses or certificates required under local, state or federal law; and (viii) that all change orders have been approved in writing by DCA to the extent required by DCA.

3. Retainage. The Program Participant can withhold from disbursement up to ten percent (10%) of each amount requested under any one disbursement request until Borrower provides: (i) proof, satisfactory to the Program Participant, that the rehabilitation has been completed in accordance with the Contractor's Proposal, the CHIP Requirements and any DCA requirements; (ii) duplicate original insurance certificates evidencing the types and levels of insurance as set forth below; and (iii) final lien waivers from any general contractor and subcontractors.

4. Lender Check. The Program Participant will disburse the Loan proceeds via a check either made payable to the contractors and materialmen, and others requesting payment from Borrower, or to Borrower alone, or to both Borrower and those persons requesting payment from Borrower.

5. Use of Loan Proceeds. Borrower agrees to use the Loan proceeds solely to rehabilitate the Premises in accordance with the Contractor's Proposal attached hereto as Exhibit B and incorporated herein by this reference ("Contractor's Proposal") and to not use said Loan proceeds for activities, cost or expenses which are not permitted under the CHIP Requirements or under any DCA requirements. Borrower agrees not to use any of the Loan proceeds to finance new construction activities. Further, Borrower agrees to provide the City with an appraisal (or other form acceptable to the Program Participant) of the Premises submitted at time of the application which appraisal would include before and after rehabilitation values of the Premises.

6. Insurance. (a) Program Participant of City of Dalton Title Insurance: Borrower agrees to provide the Program Participant with an original Lender title insurance policy, in an amount, form and substance and written by a title insurance company and through a title agent satisfactory to the Program Participant, and insuring the interest of the Program Participant under the Security Deed, subject only to such liens and encumbrances as are acceptable to the Program Participant. Said insurance policy shall be in an aggregate amount at least equal to the Loan. If a local lender is also providing financing for the rehabilitation of this property, a single Title Insurance Policy insuring both the local lender and DCA is acceptable. (With prior written consent of the Program Participant, Borrower may submit an attorney's certificate of title in lieu of the title insurance policy); (b) All



Risk Hazard Insurance: For so long as the Loan or any portion thereof remains outstanding, Borrower shall have insurance on the Premises for the benefit of Lender, insuring against loss or damage to the Premises by fire, lightning, windstorm, hail, collapse, explosion, malicious mischief, riot, civil commotion, aircraft, vehicles, and smoke and such other hazards as the Program Participant may from time to time require, all in amounts approved by the Program Participant, with loss payable to the Program Participant, without contribution by the Program Participant, pursuant to the New York Standard or other mortgagee claim satisfactory to the Program Participant. The Program Participant reserves the right to require any insurance proceeds from any loss, damage or destruction to the Premises to be used to repay all principal and interest outstanding under the Note;

(c) Flood Insurance: If Borrower's home is located in an area identified by the Federal Emergency Management Agency as having special flood hazards, Borrower agrees to maintain flood insurance insuring the Premises in an amount, form and substance acceptable to the Program Participant.

7. Selection of Contractor from List. Borrower agrees to select a contractor from Program Participant's list of approved contractors to perform the rehabilitation work described on the Contractor's Proposal (Exhibit B). Borrower agrees to execute a written agreement with said contractor and to execute the Addendum to Construction Contract (Exhibit C) which will be provided to Borrower by the Program Participant. Borrower agrees that any and all contractors selected to perform work shall be properly licensed by the State of Georgia to engage in the type of work for which said contractor is hired.

8. Federal Requirements. Borrower shall comply with all regulations governing CHIP.

9. Indemnification. Borrower hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the Program Participant, its officers, agents and employees of and from any and all claims, demands, liabilities, losses, costs or expenses caused by, growing out of or happening in connection with the performance of this Agreement, or the rehabilitation of the Premises.

10. Program Participant Not Obligated to Disburse. The Program Participant shall not be obligated to disburse Loan proceeds: (a) With respect to hard costs, in excess of the lesser of actual costs incurred by the Borrower or an amount corresponding to the percentage of the completion of the improvements; (b) If an Event of Default as described below shall have occurred and not been cured; or if there exists any event or state of facts which constitutes or, with notice and the passage of time (or both) would constitute an Event of Default under this Agreement or any of the Loan Documents (the Program Participant may regardless of whether a default remains unremedied or uncured, make any advance permitted under the terms of this Agreement without thereby waiving the Program Participant's rights, remedies and powers with respect to any such Event of Default and without thereby becoming liable to make any other or more further advances hereunder); (c) If the Premises shall have been damaged by fire or other casualty; (d) If in the reasonable judgment and opinion of the Program Participant the estimated remaining cost of rehabilitation of the improvements (including any allowable soft costs) exceed the total of: (i) the remaining portion of the Loan, plus (ii) the remaining portion of any other funds committed to the rehabilitation of the Improvements; (e) If condemnation proceedings or similar types or proceedings are commenced



with respect to all or a material portion of the Premises; (f) If in the reasonable judgment and opinion of the Program Participant, Borrower or the Premises shall have failed to satisfy or is in violation of any requirement set forth in the CHIP Requirements; or (g) If the Program Participant has not received the original filed and recorded Security Deed or its lender title insurance policy.

11. Inspections. For so long as the Loan, or any portion thereof remains outstanding, Borrower agrees to permit the Program Participant or its representatives and agents to enter upon the Premises upon reasonable notice and to inspect the Improvements and all materials to be used in the rehabilitation thereof and to cooperate and cause all contractors to cooperate with the Program Participant and its representatives and agents during such inspections; provided, however, that this provision shall not be deemed to impose upon the Program Participant any obligation to undertake such inspections or any liability for the failure to detect or the failure to act with respect to any defect which was or might have been disclosed by such inspections.

12. Application. Borrower warrants that the representations, statements and other matters contained in the CHIP-funded Homeowner Rehabilitation Assistance Program Application and all its attachments were true and complete in all material respects as of the date of filing. Borrower is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by Lender) which would make such representations, statements and other matters true and complete in all material respects and not misleading in any material respect. Borrower is aware of no event or other fact which should have been, and has not been, reported in the Application as material information.

13. Conflicts of Interest. Borrower warrants and represents that no member, employee, officer, agent, consultant, or official of Recipient, nor any member of their immediate family has any interest, direct or indirect, in this Agreement or any proceeds or benefits arising therefrom.

14. Debarment and Suspension. Borrower warrants and represents that it is not presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency.

15. Survival of Representations and Warranties. All representations and warranties made under this Agreement shall be deemed to be made, and shall be true and correct, at and as of the date hereof. All representations and warranties made under this Agreement shall survive the execution hereof.

16. Event of Default. Occurrence of one or more of the following events will at the sole discretion of the Program Participant constitute an event of default ("Event of Default") under this Agreement: (a) Borrower shall use CHIP Funds for any purpose other than as authorized in this Agreement, or the CHIP requirements; or (b) Borrower shall default in the payment, when due, of any principal of or interest on the Note; or (c) Any warranty or representation in this Agreement shall be found to be false or materially misleading; or (d) Borrower shall default in the performance of any covenant, condition or agreement of this Agreement and such non-monetary default shall not



be cured within thirty (30) days from the City's written notice; or (e) Borrower shall be adjudged bankrupt or insolvent, or a petition or proceeding for bankruptcy shall be filed against it and it shall admit the material allegations thereof, or an order, judgment or decree shall be entered approving such petition and such order, judgment or decree shall not be vacated or stayed within thirty (30) days of its entry or a receiver or trustee shall be appointed for Borrower or the Premises or any part thereof and remain in possession thereof for thirty (30) days; or (f) any Event of Default shall occur under the Security Deed or the Loan Documents; or (g) Borrower shall fail to occupy the Premises as Borrower's principal residence; or (h) Borrower shall default in the performance of any covenant contained in any loan, note, security deed or agreement relating to the Premises which Borrower may have with any other lender; or (i) Borrower shall fail to provide: (i) proof, satisfactory to the Program Participant, that the rehabilitation has been completed in accordance with the Contractor's Proposal, the CHIP Requirements and any DCA requirements; (ii) duplicate original insurance certificates evidencing the types and levels of insurance as set forth herein; and (iii) final lien waivers from any general contractor and subcontractors.

17. Remedies. Upon occurrence of an Event of Default, the Program Participant may, in its sole discretion: (i) immediately suspend or terminate this Agreement and deny Borrower any future disbursements under this Agreement; (ii) declare the Note immediately due and payable and institute proceedings for its collection, including but not limited to all costs of collection, securing or attempting to collect or secure this Note, including reasonable attorneys' fees, whether the same is collected or secured by suit or otherwise, providing the collection of such costs and fees is permitted by applicable law; (iii) exercise any and all rights under the Security Deed, including but not limited to foreclosure; and (iv) take any and all action in law, equity or otherwise which it deems necessary or advisable. The rights and remedies of Lender shall be cumulative. Any election of any right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to the Program Participant in the event of a suspension or termination of this Agreement will survive such suspension or termination.

18. Calculation of Cure Period. The time period to cure a default shall be calculated from: (i) the postmark date stamped on the written notice of default, if sent by registered or certified mail; (ii) the date of actual receipt, if delivered personally; or (iii) the date of actual receipt or refusal of delivery, if sent by registered courier or delivery service.

19. Written Notices; Date Received. All notices and other communications required or permitted under this Agreement shall be in writing and, if mailed by prepaid first-class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) Business Days after the postmarked date thereof and, if telecopied, shall be followed forthwith by letter and shall be deemed to have been received on the next Business Day following dispatch and acknowledgment of receipt by the recipient's telecopy machine. In addition, notices hereunder may be delivered by hand or overnight courier, in which event the notice shall be deemed effective when delivered. All notices and other communications under this Agreement shall be given to the parties at the addresses indicated on the first page.



20. Change of Address. Any party hereto may change the address to which notices shall be directed under this Agreement by giving ten (10) Business Days' written notice of such change to the other parties.
21. Entire Agreement. This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No modification of this Agreement shall be binding unless both parties have executed a written amendment to this Agreement.
22. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the respective parties and their successors and assigns.
23. Invalid Provisions. In the event that any part or portion of this Agreement is, for any reason, set aside or found to be unlawful, those lawful parts or portions remaining shall continue in full force and effect.
24. Governing Law/Judicial Interpretation. Except to the extent superseded by federal law, the parties expressly agree that the laws of the State of Georgia shall control in all instances involving the interpretation and validity of the within Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. The parties hereby agree that the agents of each have participated in the preparation hereof.
25. Further Actions. Each party agrees to perform any and all further acts and to execute and deliver any and all additional documents which may be reasonably necessary to carry out the terms of this Agreement.
26. Assignment. No right, benefit or advantage inuring to Borrower under this Agreement and no obligation imposed on the Borrower hereunder may be assigned without the prior written approval of Lender.
27. Effective Date. This Agreement shall be effective on the date executed by the Program Participant as indicated below.
28. No Agency or Partnership or Joint Venture. The Program Participant is not an agent or representative of Borrower and Borrower is not an agent or representative of the Program Participant. Borrower shall be solely responsible for procuring and providing all personnel, facilities and services necessary to perform any and all obligations under this Agreement, the CHIP requirements. Nothing herein nor the acts of the parties hereto shall be construed to create a partnership or joint venture between the Borrower and the Program Participant.



29. No Waiver. No failure or delay on the part of the Program Participant to exercise any right, power or privilege hereunder shall operate as a waiver of any such right, power or privilege hereunder. No failure or delay on the part of the Program Participant to exercise any single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any right, power or privilege hereunder.

30. Time of the Essence. Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

Executed this 6th day of  
December 2018 by:

Executed this 6th day of  
December 2018 by:

Mary Terry

Mary C. Terry

**Program Participant**

Mary Terry  
Signature of Grantee

By: Dennis Mock

Title: Mayor

Attest: Rhonda Gilbert  
Name: Rhonda Gilbert  
Title: Grant Administrator

Attest: [Signature]  
Name: Mark Corvino  
Title: President

Georgia Department of Community Affairs  
Community HOME Investment Program  
**HOMEOWNER REHABILITATION ASSISTANCE LOAN AGREEMENT**

This Loan Agreement (“Agreement”), entered into this 6<sup>th</sup> day of December 2018 by and between Mary E. Rivers (“Borrower”), and the City of Dalton (“Program Participant”), located at PO Box 1205, Dalton, GA 30720.

**WHEREAS**, The State Recipient or Sub-recipient (“Program Participant”) administers the CHIP-funded Homeowner Rehabilitation Assistance Program (“DCA Program”) on behalf of DCA; and,

**WHEREAS**, Borrower has requested a CHIP improvement loan in the principal amount of \$79,374 (the “Loan”) to finance the rehabilitation of Borrower’s home located at 1007 MLK Jr. Blvd., Dalton, GA 30720 (said improvements are hereinafter collectively referred to as the “Improvements”). Said Improvements are located upon land more particularly described in Exhibit A of the Deed to Secure Debt (“Security Deed”) and incorporated herein by this reference (the “Land”; the Improvements and the Land are sometimes hereinafter collectively referred to as the “Premises”); and,

**WHEREAS**, pursuant to the Program Participant’s approval of the Loan to Borrower, Borrower and the Program Participant wish to enter into this Agreement in order to set forth the terms and conditions of the Loan;

**NOW, THEREFORE**, the parties hereto, for and in consideration of their mutual promises, covenants and agreements herein contained, do hereby mutually covenant, agree, consent and warrant as follows:

1. Note; Collateral. Borrower shall sign a real estate note (“Note”) in the total principal sum of \$79,374 with a simple interest rate of zero percent (0%) per annum (the “Note”). The entire principal amount of the Note, together with any accrued and unpaid interest thereon, shall be due and payable as indicated on the Note. The Note shall be secured by a Security Deed granting the Program Participant a security interest in Premises. This Agreement, the Note and the Security Deed are sometimes hereinafter collectively referred to as the “Loan Documents”. In the event that Borrower needs to borrow additional CHIP funds from DCA, as determined by the Program Participant, to complete the rehabilitation to the Premises as set forth in the Contractor’s Proposal, Borrower agrees to execute any and all additional loan documents as are required by the Program Participant.

2. Disbursement of Loan Proceeds. Borrower must make certain that all applicable parts of the Contractor Payment Request (Exhibit A) are completed and that the contractor, the Borrower and the Program Participant have executed the same. A disbursement request must show: (i) the portion of the rehabilitation work completed at that time; (ii) that, except for any amounts designated as



retainage or as claims for work actually in progress or as claims for work for which the particular disbursement request is being requested, all outstanding claims for labor, materials and fixtures have been paid and lien waivers with respect thereto have been obtained from any general contractor; (iii) that there are no liens outstanding against the Premises except the Program Participant's security title, other DCA approved security titles, inchoate liens for property taxes not yet due and inchoate mechanics and materialmen's liens with respect to the amounts described in subparagraph (ii) above; (iv) that Borrower has complied with all of its obligations as of the date thereof; (v) that all rehabilitation prior to the date of the disbursement request has been done substantially in accordance with the Program Participant approved Contractor's Proposal, the CHIP Requirements; (vi) that all funds previously advanced by the Program Participant have been applied directly to the costs for which funds were requested under the applicable disbursement request; (vii) contractor's certification of receipt of any applicable permits, licenses or certificates required under local, state or federal law; and (viii) that all change orders have been approved in writing by DCA to the extent required by DCA.

3. Retainage. The Program Participant can withhold from disbursement up to ten percent (10%) of each amount requested under any one disbursement request until Borrower provides: (i) proof, satisfactory to the Program Participant, that the rehabilitation has been completed in accordance with the Contractor's Proposal, the CHIP Requirements and any DCA requirements; (ii) duplicate original insurance certificates evidencing the types and levels of insurance as set forth below; and (iii) final lien waivers from any general contractor and subcontractors.

4. Lender Check. The Program Participant will disburse the Loan proceeds via a check either made payable to the contractors and materialmen, and others requesting payment from Borrower, or to Borrower alone, or to both Borrower and those persons requesting payment from Borrower.

5. Use of Loan Proceeds. Borrower agrees to use the Loan proceeds solely to rehabilitate the Premises in accordance with the Contractor's Proposal attached hereto as Exhibit B and incorporated herein by this reference ("Contractor's Proposal") and to not use said Loan proceeds for activities, cost or expenses which are not permitted under the CHIP Requirements or under any DCA requirements. Borrower agrees not to use any of the Loan proceeds to finance new construction activities. Further, Borrower agrees to provide the City with an appraisal (or other form acceptable to the Program Participant) of the Premises submitted at time of the application which appraisal would include before and after rehabilitation values of the Premises.

6. Insurance. (a) Program Participant of City of Dalton Title Insurance: Borrower agrees to provide the Program Participant with an original Lender title insurance policy, in an amount, form and substance and written by a title insurance company and through a title agent satisfactory to the Program Participant, and insuring the interest of the Program Participant under the Security Deed, subject only to such liens and encumbrances as are acceptable to the Program Participant. Said insurance policy shall be in an aggregate amount at least equal to the Loan. If a local lender is also providing financing for the rehabilitation of this property, a single Title Insurance Policy insuring both the local lender and DCA is acceptable. (With prior written consent of the Program Participant, Borrower may submit an attorney's certificate of title in lieu of the title insurance policy); (b) All



Risk Hazard Insurance: For so long as the Loan or any portion thereof remains outstanding, Borrower shall have insurance on the Premises for the benefit of Lender, insuring against loss or damage to the Premises by fire, lightning, windstorm, hail, collapse, explosion, malicious mischief, riot, civil commotion, aircraft, vehicles, and smoke and such other hazards as the Program Participant may from time to time require, all in amounts approved by the Program Participant, with loss payable to the Program Participant, without contribution by the Program Participant, pursuant to the New York Standard or other mortgagee claim satisfactory to the Program Participant. The Program Participant reserves the right to require any insurance proceeds from any loss, damage or destruction to the Premises to be used to repay all principal and interest outstanding under the Note;

(c) Flood Insurance: If Borrower's home is located in an area identified by the Federal Emergency Management Agency as having special flood hazards, Borrower agrees to maintain flood insurance insuring the Premises in an amount, form and substance acceptable to the Program Participant.

7. Selection of Contractor from List. Borrower agrees to select a contractor from Program Participant's list of approved contractors to perform the rehabilitation work described on the Contractor's Proposal (Exhibit B). Borrower agrees to execute a written agreement with said contractor and to execute the Addendum to Construction Contract (Exhibit C) which will be provided to Borrower by the Program Participant. Borrower agrees that any and all contractors selected to perform work shall be properly licensed by the State of Georgia to engage in the type of work for which said contractor is hired.

8. Federal Requirements. Borrower shall comply with all regulations governing CHIP.

9. Indemnification. Borrower hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, the Program Participant, its officers, agents and employees of and from any and all claims, demands, liabilities, losses, costs or expenses caused by, growing out of or happening in connection with the performance of this Agreement, or the rehabilitation of the Premises.

10. Program Participant Not Obligated to Disburse. The Program Participant shall not be obligated to disburse Loan proceeds: (a) With respect to hard costs, in excess of the lesser of actual costs incurred by the Borrower or an amount corresponding to the percentage of the completion of the improvements; (b) If an Event of Default as described below shall have occurred and not been cured; or if there exists any event or state of facts which constitutes or, with notice and the passage of time (or both) would constitute an Event of Default under this Agreement or any of the Loan Documents (the Program Participant may regardless of whether a default remains unremedied or uncured, make any advance permitted under the terms of this Agreement without thereby waiving the Program Participant's rights, remedies and powers with respect to any such Event of Default and without thereby becoming liable to make any other or more further advances hereunder); (c) If the Premises shall have been damaged by fire or other casualty; (d) If in the reasonable judgment and opinion of the Program Participant the estimated remaining cost of rehabilitation of the improvements (including any allowable soft costs) exceed the total of: (i) the remaining portion of the Loan, plus (ii) the remaining portion of any other funds committed to the rehabilitation of the Improvements; (e) If condemnation proceedings or similar types or proceedings are commenced



with respect to all or a material portion of the Premises; (f) If in the reasonable judgment and opinion of the Program Participant, Borrower or the Premises shall have failed to satisfy or is in violation of any requirement set forth in the CHIP Requirements; or (g) If the Program Participant has not received the original filed and recorded Security Deed or its lender title insurance policy.

11. Inspections. For so long as the Loan, or any portion thereof remains outstanding, Borrower agrees to permit the Program Participant or its representatives and agents to enter upon the Premises upon reasonable notice and to inspect the Improvements and all materials to be used in the rehabilitation thereof and to cooperate and cause all contractors to cooperate with the Program Participant and its representatives and agents during such inspections; provided, however, that this provision shall not be deemed to impose upon the Program Participant any obligation to undertake such inspections or any liability for the failure to detect or the failure to act with respect to any defect which was or might have been disclosed by such inspections.

12. Application. Borrower warrants that the representations, statements and other matters contained in the CHIP-funded Homeowner Rehabilitation Assistance Program Application and all its attachments were true and complete in all material respects as of the date of filing. Borrower is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by Lender) which would make such representations, statements and other matters true and complete in all material respects and not misleading in any material respect. Borrower is aware of no event or other fact which should have been, and has not been, reported in the Application as material information.

13. Conflicts of Interest. Borrower warrants and represents that no member, employee, officer, agent, consultant, or official of Recipient, nor any member of their immediate family has any interest, direct or indirect, in this Agreement or any proceeds or benefits arising therefrom.

14. Debarment and Suspension. Borrower warrants and represents that it is not presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency.

15. Survival of Representations and Warranties. All representations and warranties made under this Agreement shall be deemed to be made, and shall be true and correct, at and as of the date hereof. All representations and warranties made under this Agreement shall survive the execution hereof.

16. Event of Default. Occurrence of one or more of the following events will at the sole discretion of the Program Participant constitute an event of default ("Event of Default") under this Agreement: (a) Borrower shall use CHIP Funds for any purpose other than as authorized in this Agreement, or the CHIP requirements; or (b) Borrower shall default in the payment, when due, of any principal of or interest on the Note; or (c) Any warranty or representation in this Agreement shall be found to be false or materially misleading; or (d) Borrower shall default in the performance of any covenant, condition or agreement of this Agreement and such non-monetary default shall not



be cured within thirty (30) days from the City's written notice; or (e) Borrower shall be adjudged bankrupt or insolvent, or a petition or proceeding for bankruptcy shall be filed against it and it shall admit the material allegations thereof, or an order, judgment or decree shall be entered approving such petition and such order, judgment or decree shall not be vacated or stayed within thirty (30) days of its entry or a receiver or trustee shall be appointed for Borrower or the Premises or any part thereof and remain in possession thereof for thirty (30) days; or (f) any Event of Default shall occur under the Security Deed or the Loan Documents; or (g) Borrower shall fail to occupy the Premises as Borrower's principal residence; or (h) Borrower shall default in the performance of any covenant contained in any loan, note, security deed or agreement relating to the Premises which Borrower may have with any other lender; or (i) Borrower shall fail to provide: (i) proof, satisfactory to the Program Participant, that the rehabilitation has been completed in accordance with the Contractor's Proposal, the CHIP Requirements and any DCA requirements; (ii) duplicate original insurance certificates evidencing the types and levels of insurance as set forth herein; and (iii) final lien waivers from any general contractor and subcontractors.

17. Remedies. Upon occurrence of an Event of Default, the Program Participant may, in its sole discretion: (i) immediately suspend or terminate this Agreement and deny Borrower any future disbursements under this Agreement; (ii) declare the Note immediately due and payable and institute proceedings for its collection, including but not limited to all costs of collection, securing or attempting to collect or secure this Note, including reasonable attorneys' fees, whether the same is collected or secured by suit or otherwise, providing the collection of such costs and fees is permitted by applicable law; (iii) exercise any and all rights under the Security Deed, including but not limited to foreclosure; and (iv) take any and all action in law, equity or otherwise which it deems necessary or advisable. The rights and remedies of Lender shall be cumulative. Any election of any right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to the Program Participant in the event of a suspension or termination of this Agreement will survive such suspension or termination.

18. Calculation of Cure Period. The time period to cure a default shall be calculated from: (i) the postmark date stamped on the written notice of default, if sent by registered or certified mail; (ii) the date of actual receipt, if delivered personally; or (iii) the date of actual receipt or refusal of delivery, if sent by registered courier or delivery service.

19. Written Notices; Date Received. All notices and other communications required or permitted under this Agreement shall be in writing and, if mailed by prepaid first-class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) Business Days after the postmarked date thereof and, if telecopied, shall be followed forthwith by letter and shall be deemed to have been received on the next Business Day following dispatch and acknowledgment of receipt by the recipient's telecopy machine. In addition, notices hereunder may be delivered by hand or overnight courier, in which event the notice shall be deemed effective when delivered. All notices and other communications under this Agreement shall be given to the parties at the addresses indicated on the first page.



20. Change of Address. Any party hereto may change the address to which notices shall be directed under this Agreement by giving ten (10) Business Days' written notice of such change to the other parties.

21. Entire Agreement. This Agreement constitutes the entire agreement among and between the parties. There are no representations, oral or otherwise, other than those expressly set forth herein. No modification of this Agreement shall be binding unless both parties have executed a written amendment to this Agreement.

22. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the respective parties and their successors and assigns.

23. Invalid Provisions. In the event that any part or portion of this Agreement is, for any reason, set aside or found to be unlawful, those lawful parts or portions remaining shall continue in full force and effect.

24. Governing Law/Judicial Interpretation. Except to the extent superseded by federal law, the parties expressly agree that the laws of the State of Georgia shall control in all instances involving the interpretation and validity of the within Agreement. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. The parties hereby agree that the agents of each have participated in the preparation hereof.

25. Further Actions. Each party agrees to perform any and all further acts and to execute and deliver any and all additional documents which may be reasonably necessary to carry out the terms of this Agreement.

26. Assignment. No right, benefit or advantage inuring to Borrower under this Agreement and no obligation imposed on the Borrower hereunder may be assigned without the prior written approval of Lender.

27. Effective Date. This Agreement shall be effective on the date executed by the Program Participant as indicated below.

28. No Agency or Partnership or Joint Venture. The Program Participant is not an agent or representative of Borrower and Borrower is not an agent or representative of the Program Participant. Borrower shall be solely responsible for procuring and providing all personnel, facilities and services necessary to perform any and all obligations under this Agreement, the CHIP requirements. Nothing herein nor the acts of the parties hereto shall be construed to create a partnership or joint venture between the Borrower and the Program Participant.

29. No Waiver. No failure or delay on the part of the Program Participant to exercise any right, power or privilege hereunder shall operate as a waiver of any such right, power or privilege hereunder. No failure or delay on the part of the Program Participant to exercise any single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise of any right, power or privilege hereunder.

30. Time of the Essence. Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the day and year indicated below.

Executed this 6th day of  
December 2018 by:

Executed this 6th day of  
December 2018 by:

\_\_\_\_\_  
Mary E. Rivers

\_\_\_\_\_  
**Program Participant**

Mary E. Rivers  
Signature of Grantee

\_\_\_\_\_  
By: Dennis Mock

Title: Mayor

Attest: Shonda Gullett  
Name: Shonda Gullett  
Title: Grant Administration

Attest: Jay Kahn  
Name: Jay Kahn  
Title: contractor



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 12/17/18

**Agenda Item:** MOU with DWCDC

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** \$7,919

**Funding Source if Not  
in Budget** In Budgets

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

Commitment letter requested by HUD annually for the Shelter Plus Care Grant for grant match. Total grant match is 25% and grant revenue is \$31,679. We currently provide \$80,000 annually for support of the Dalton Whitfield Community Development Corporation for providing housing services for the City of Dalton. This funding can be considered for grant matching. Whitfield County normally provides this MOU, but have chosen not to fund the DWCDC for their housing needs in the 2019 budget.



Memorandum of Understanding  
Between  
The Dalton-Whitfield Community Development Corporation  
AND  
The City of Dalton  
For the Shelter Plus Care Program

This memorandum of understanding will establish a commitment by the Dalton-Whitfield Community Development Corporation to provide supportive services for participants of the Shelter Plus Care Housing Program as outlined below:

The types of services to be provided are: operations and grant management

The annual cost dedicated to the program: \$7,919

These funds will be provided as part of the DWCDC annual funding request for 2018. These services will be provided for the grant period November 1, 2018 to October 31, 2019 for grant number GA0076L4B011710.

Signature:  
Printed Name: Jennifer Shearin  
Title: Executive Director  
Organization: DWCDC  
Date: 12/5/18

Signature:  
Printed Name: Dennis Mock  
Title: Mayor  
Organization: City of Dalton  
Date:



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	12/17/2018
<b>Agenda Item:</b>	Contract with Comanche Construction of GA, LLC for the Gordon Street Bridge Repair Project over CSX and Norfolk Southern Railroad
<b>Department:</b>	Public Works
<b>Requested By:</b>	Andrew Parker
<b>Reviewed/Approved by City Attorney?</b>	Yes - Used standard construction contract template previously reviewed/approved by City Attorney
<b>Cost:</b>	\$499,500.00
<b>Funding Source if Not in Budget</b>	2015 SPLOST

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

The City Public Works Department solicited sealed bids from qualified contractors to perform repairs to the Gordon Street Bridge in accordance with the repair plans developed by Pont Engineering. Six (6) sealed bids were received by the City on November 13, 2018, and the low bidder on the project was Comanche Construction of GA, LLC at \$499,500.00. The bid results were reviewed by the Public Works Committee, and the Committee provided a positive recommendation to forward the contract with Comanche to the full Mayor and Council for final approval. Work on this project will take place in Spring of 2019 and be completed by the end of the summer. This project is being funded by the 2015 SPLOST.



## CITY OF DALTON, GEORGIA



### CONTRACT DOCUMENTS

For  
PROJECT:

**GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR**

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



**ADVERTISEMENT FOR BID**

**GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR**

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

**TUESDAY, NOVEMBER 13, 2018 AT 2 PM**

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

**GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR**

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

Bids received after the designated time will not be considered.

The principal items of construction are:

Various structural repairs to the city owned Gordon Street Bridge (Serial No.: 313-0063-0) over CSX and Norfolk Southern railroads including: surface preparation & painting the steel superstructure, edge beam replacement, concrete patching/repair, installation of polymer overlay, bridge deck joint replacement with preformed silicone seal, repair of corroded sections of steel blast boards, epoxy pressure injection of cracks, railroad coordination/compliance, and other miscellaneous work items in accordance with the repair plans developed by Pont Engineering. All work shall be performed according to the latest Georgia D.O.T. Standards and Specifications and Special Provisions from CSX and Norfolk Southern.

Bidders shall inform themselves of and comply with all conditions and specifications contained in the bid package, contract, related documents, State & Federal Law, and Special Provisions from CSX and Norfolk Southern.

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

One contract shall be awarded covering all work, and the contract completion date for this project is June 30, 2019. Bidders must agree to pay as liquidated damages the sum of

\$300.00 per each consecutive calendar day thereafter.

Plans and contract documents may be obtained free of charge by picking up in person at the City of Dalton Public Works Department.

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

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

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

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

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

Anyone seeking to bid on and/or perform work on this project must be prequalified by the Georgia Department of Transportation.

CITY OF DALTON, GEORGIA

BY \_\_\_\_\_  
P. Andrew Parker, PE  
Assistant Public Works Director

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Repair Plans Developed by Pont Engineering dated 06-22-2018

Special Provisions 519, 521, and 528

Construction Agreement with CSX – Includes Contractor Special Provisions

Sample COI, Insurance Checklist, and PI-1A Form - CSX

Construction Agreement with Norfolk Southern – Includes Contractor Special Provisions for Protection of Railway Interests

Norfolk Southern Right of Entry Form

## 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 NOVEMBER 13, 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:

GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR

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" from the Owner and to fully complete the project by June 30, 2019. Bidders must agree also to pay as liquidated damages the sum of \$300.00 per each consecutive calendar day thereafter if work remains unfinished.

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 Andrew Parker ([aparker@cityofdalton-ga.gov](mailto:aparker@cityofdalton-ga.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 \_\_\_\_\_  
Comanche Construction of Georgia, LLC

of the City of Marietta State of Georgia and County of Cobb  
as Principal and North American Specialty Insurance Company

as Surety, are hereby held and firmly bound unto the CITY OF DALTON, GEORGIA as  
Owner in the penal sum of Five Percent (5%) of the Bid Amount-----

Dollars (\$ 499,500.00) for the payment of which, well and truly to be made,  
we hereby jointly and severally bind ourselves, our heirs, executors, administrators,  
successors and assigns.

Signed this 13th day of November, 2018.

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:

GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR

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

Comanche Construction of Georgia, LLC  
Principal  
By  \_\_\_\_\_ SEAL

  
\_\_\_\_\_  
Witness As To Surety

North American Specialty Insurance Company  
Surety  
2800 Century Parkway, NE. Ste. 300  
Atlanta, GA 30345  
\_\_\_\_\_  
Address  
By  \_\_\_\_\_ SEAL  
Attorney-in-Fact  
Kevin M. Neidert, Attorney-in-fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

P.D. YATES III, DANIEL YATES, ALAN R. YATES, MICHAEL L. ANGEL, MICHAEL S. BRICKNER, KEVIN M. NEIDERT, MICHAEL DAWSON, GARY SPULLER, BETSY J. HOLMES, BRIAN K. HUGHES, MARIE M. HARTLEY, ROBERT N. REYNOLDS, DANA D. RUTLEDGE, and TINA MARSH JOINTLY AND SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

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

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



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 02 day of MAY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 02 day of MAY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of November, 20 18.

Jeffrey Goldberg

BID PROPOSAL

Place Dalton  
Date 11/13/2018

Proposal of Comanche Construction of Ga, LLC (*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 a prime contractor

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

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of Gordon Street Bridge Repair Project Over CSX and Norfolk Southern Railroad having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project by June 30, 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:

Addendum No. 001

Addendum No. 002

\*Strike out inapplicable terms



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## CONTRACT ADDENDUM

ADDENDUM NO.: 001

DATE ISSUED: October 22, 2018

BID DATE: Tuesday, November 13, 2018

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.

### INTERPRETATIONS:

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

1. Would the City provide a special provision 150 for traffic control? **There is no special provision 150 for traffic control in this contract. The Pay Item 150-1000 was simply included on the bid form to provide the contractor a place to include miscellaneous costs for traffic control signage/roadway flaggers and railroad coordination. See additional responses in questions 2 and 3.**
2. Is any flagging on Gordon Street allowed? **Yes; all flagging must be limited to single lane closures and performed in accordance with Part 6 (Temporary Traffic Control) of the MUTCD.**
3. Is any detour allowed on Gordon Street? If so, date restrictions? **The Gordon Street Bridge may be fully closed to traffic by the contractor for 30 cumulative days. When the bridge is closed to traffic, appropriate reflective signage and barricades must be provided by the contractor on each end of the bridge at the Hamilton Street and Glenwood Avenue intersections properly closing the bridge to traffic.**

**Any necessary detour signage will be provided and placed in the field by the City of Dalton.**

**Contractor may perform work on the bridge while maintaining a single lane closure as long as roadway flaggers are provided with the necessary stop/slow paddles and two-**

way radios. Single lane closures with flaggers will not count against the permitted 30 cumulative days of full bridge closures.

The 30 cumulative days of permitted full bridge closure may be taken incrementally during the course of the work and do not have to occur consecutively.

4. It appears on Google Earth there is currently an asphalt layer on the project (bridge). I did not see a pay item for milling the asphalt off. The asphalt overlay on this bridge was removed by another contractor using a milling machine to expose the original surface of the concrete bridge deck. When this milling was performed, the contractor milled tie-ins on each side of the bridge that the City later paved so that the old concrete bridge deck matches the approaches smoothly.

All prospective prime contracting bidders should visit and inspect the site in person. During your site inspection, if you would like to arrange to meet an Owner representative, contact Andrew Parker at 706-278-7077 or by email [aparker@cityofdaltonga.gov](mailto:aparker@cityofdaltonga.gov).

5. I did not see any pavement marking items for the bridge. The City will install the final pavement markings. This is not part of the contractor's scope of work.
6. Are you lowering the profile of the bridge? Normally these asphalt layers are between 1.5" and 2" thick. If we mill the asphalt out and installed 3/8" thick of polymer overlay you will have a bump with the new edge beams if installed to the current elevations. See response to question 4 above. The old asphalt overlay has been removed and both approaches to the deck match the existing deck elevation.

If upon installation of the polymer overlay a bump is created, the City will make provisions for a smooth transition to be installed at the bridge deck approaches.

7. We have never installed polymer overlay on asphalt surfaces. See response to question 4 above. The old asphalt overlay has already been removed by the City.
8. Would the city accept the use of a 24 hour concrete instead of the current pay item Class A? 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.

BY:

P. Andrew Parker, P.E.  
Assistant Public Works Director

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CONTRACT ADDENDUM

ADDENDUM NO.: 002

DATE ISSUED: November 2, 2018

BID DATE: Tuesday, November 13, 2018

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. 2" on page 0200-3 of bid proposal.

INTERPRETATIONS:

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

1. The painting item will require sandblasting as part of the surface preparation. We are concerned with the current state of the beams and plates (blast boards) that section losses could appear after sandblasting operations are complete. Would the City pay for any additional structural steel repairs under pay item 501-3000 (Str Steel, Br No 1) if shown after sandblasting? It is difficult to quantify the total amount of Str. Steel repair until the sandblasting operation is complete. The City's structural engineer estimated 240 lbs of Str. Steel so that prospective bidders would provide a per lb. cost to perform the repair. The City is willing to make payment at the unit rate on actual quantity of Str. Steel used for plating of areas requiring repair after the sandblasting operation is complete beyond the estimated 240 lbs if necessary. However, the City will not provide additional payment should the contractor's sandblasting operation cause excess section loss due to negligence or poor workmanship (repairs for negligent work shall be made by the Contractor at no additional cost to the City).

BY:

P. Andrew Parker, P.E.  
Assistant Public Works Director

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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 13th of November in the amount of 5% of cost of bid according to conditions under "Information For Bidders" and the provisions therein.

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

Comanche Construction of Ga, LLC

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BID PROPOSAL  
(Continued)

Dated at:

Tuesday

The 13th day of November, 2018

Comanche Construction of Ga, LLC

Principal

By  SEAL

**Bid Proposal Form - Gordon Street Bridge Repair Project over CSX and NS RR**

ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	ITEM DESCRIPTION	TOTAL
150-1000	1	LS	\$110,000.00	Traffic Control and Coordination with Railroads	\$110,000.00
449-1350	34	LF	\$50.00	Preformed Silicone Joint Seal, BR No - 1, Bent No - 2	\$1,700.00
449-1350	34	LF	\$50.00	Preformed Silicone Joint Seal, BR No - 1, Bent No - 3	\$1,700.00
449-1350	34	LF	\$50.00	Preformed Silicone Joint Seal, BR No - 1, Bent No - 4	\$1,700.00
449-1350	34	LF	\$50.00	Preformed Silicone Joint Seal, BR No - 1, Bent No - 5	\$1,700.00
449-1350	34	LF	\$50.00	Preformed Silicone Joint Seal, BR No - 1, Bent No - 6	\$1,700.00
500-3101	43	CY	\$1,100.00	Class A Concrete	\$47,300.00
501-3000	240	LB	\$80.00	STR Steel, BR No - 1	\$19,200.00
511-1000	5813	LB	\$3.00	Bar Reinf. Steel	\$17,439.00
519-0515	551	SY	\$17.50	Surface Preparation	\$9,642.50
519-0530	551	SY	\$85.00	Polymer Overlay	\$46,835.00
521-3000	30	SF	\$250.00	Patching Concrete Bridge	\$7,500.00
528-0501	25	LF	\$221.00	Epoxy Pressure Injection of Concrete Cracks	\$5,525.00
535-1105	Lump	LS	\$193,225.00	Paint Existing Steel Structure, BR ID - 313-0063-0	\$193,225.00
540-1202	Lump	LS	\$34,333.50	Removal of Parts of Existing BR, BR No - 1	\$34,333.50
				<b>Total Bid Proposal</b>	<b>\$499,500.00</b>

Bidding Company Name: Comanche Construction of Ga, LLC

Authorized Bidding Rep. Signature & Title *[Signature]* President



CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

Comanche Construction of Ga, LLC  
1734 Sands Place, Marietta, Ga. 30067

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OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: 11/13/2018  
Amount: \_\_\_\_\_

Description (*Name and location*):

GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR

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

North American Specialty Insurance Company

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BOND:

Date: 11/13/2018  
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: Comanche Construction of  
Ga, LLC (Corp. Seal)

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

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

SURETY

Company: North American Specialty  
Insurance 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*):

Comanche Construction of Ga, LLC  
1734 Sands Place, Marietta, Ga. 30067

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OWNER (*Name and Address*):

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

CONSTRUCTION CONTRACT:

Date: 11/13/2018

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

Description (*Name and location*):

GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR

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

North American Specialty Insurance Company

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BOND:

Date: 11/13/2018

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: Comanche Construction  
of Ga, LLC (Corp. Seal)

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

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

SURETY

Company: North American Specialty  
Insurance Company (Corp. Seal)

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

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



CONTRACT

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_ December, 2018, by and between the CITY OF DALTON, GEORGIA, hereinafter called "Owner", and Comanche Construction of GA, LLC

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:

GORDON STREET BRIDGE REPAIR PROJECT  
OVER CSX AND NORFOLK SOUTHERN RAILROAD  
CITY OF DALTON PROJECT NO. PW-GSB-REPAIR

hereinafter called the "Project", for the sum of **\$499,500.00** (Four Hundred Ninety Nine Thousand Five Hundred Dollars and Zero 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 June 30, 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:

COMANCHE CONSTRUCTION OF GA,  
LLC

\_\_\_\_\_  
Secretary

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

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

Give proper title of each person executing contract.



**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.

207842

EEV/Basic Pilot Program\* User Identification Number

Comanche Construction of Ga, LLC

11/13/2018

BY: Authorized Officer or Agent  
(Contractor Name)

Date

**Human Resources Manager**

Title of Authorized Officer or Agent of Contractor

Ruth Smith

Printed Name of Authorized Officer or Agent

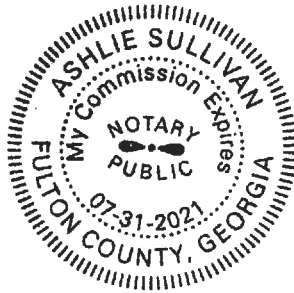
SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

13 DAY OF November, 2018

[Signature]  
Notary Public

My Commission Expires:

7-31-21



\* 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).

## 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.

**0334.13 This project requires additional coverages, including Railroad Protective Liability, from CSX (as detailed in the CSX Special Provisions Exhibit C and Insurance Requirements Exhibit F) and Norfolk Southern (as detailed in the Special Provisions for Protection of Railway Interests). Before the City can provide notice to proceed on the project, the Contractor's insurance policies/documents must receive full approval from both CSX and Norfolk Southern Railroad. Before submitting a bid on this project, please make sure that you can procure and maintain the coverages required by CSX, Norfolk Southern, and the City of Dalton for the duration of the project.**

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 .....

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-GSB-REPAIR.

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

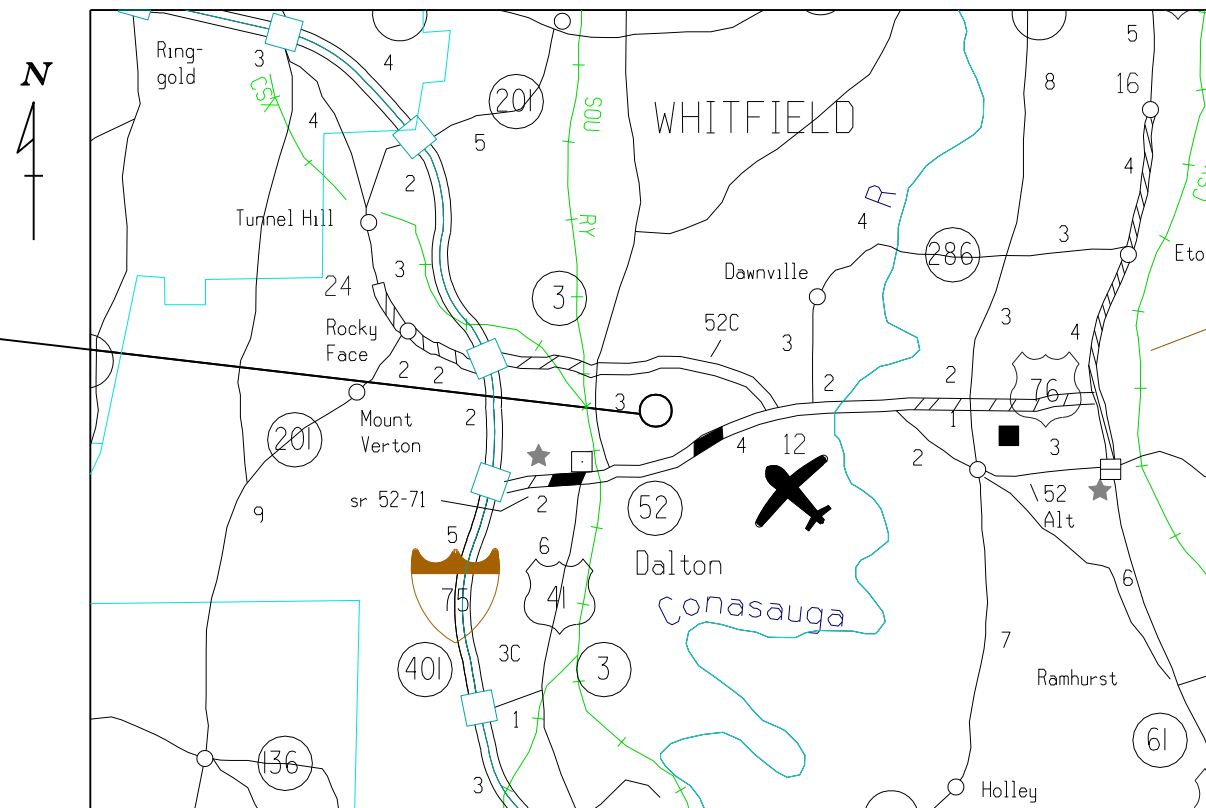
1. All work associated with this contract shall be done in accordance with the most current Georgia Department of Transportation Standard Specifications, Special Provisions, and Construction Details.
2. All work associated with this contract shall be completed in full accordance and compliance with CSX Transportation Inc. Special Provisions included in these contract documents. Contractor must complete CSX's Schedule I form (Contractors Acceptance) prior to issuance of Notice to Proceed.
3. All work associated with this contract shall be completed in full accordance and compliance with Norfolk Southern Railway Co. Special Provisions for Protection of Railway Interests included in these contract documents. Contractor must complete Norfolk Southern's right of entry agreement prior to issuance of Notice to Proceed.
4. **Insurance – This project requires special insurance coverages, including Railroad Protective Liability, as mandated by CSX (as detailed in the CSX Special Provisions Exhibit C and Insurance Requirements Exhibit F) and Norfolk Southern (as detailed in the Special Provisions for Protection of Railway Interests). Before the City can provide notice to proceed on the project, the Contractor's insurance policies/documents must receive full approval from both CSX and Norfolk Southern Railroad. Before submitting a bid on this project, please make sure that you can procure and maintain the coverages required by CSX, Norfolk Southern, and the City of Dalton for the duration of the project.**
5. 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.
6. 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.
7. Construction Schedule – The Contractor's detailed construction schedule must be provided to and approved in advance by the City of Dalton, CSX, and Norfolk Southern. This schedule must include the tentative start date, duration, hours/days of work, etc.
8. In addition to the GDOT Standard Specifications, there are additional Special Provisions included in these contract documents (e.g. 519, 521, and 528) pertaining to work items in the repair plans.

9. Submittals - All submittals for this project must be reviewed and approved in advance by the City of Dalton, CSX, and Norfolk Southern. 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.
10. Railroad flagging protection – Must be coordinated with CSX and Norfolk Southern as per their Special Provisions. Flagging protection required on the project will be paid for by the City of Dalton through Construction Agreements with both CSX and Norfolk Southern. Scheduling of railroad flaggers could take 30-45 days to coordinate, so advance planning is necessary. \*If contractor requires flagging protection for more than 30 consecutive days, contractor shall provide, at his expense, the flagger a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities. Where the flagger can check in/out with the project. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer and have the ability to print off needed documentation and orders as needed at the field/site trailer. No separate payment will be made to the Contractor for this provision and the cost should be included in the overall bid.\*
11. 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.
12. Bridge Closure – The Contractor may close the Gordon Street Bridge while work is taking place on the project. The City would request that the bridge be open to traffic while no work is taking place as deemed feasible by the Contractor and project inspector.
13. Time of Work Restrictions – There are no time of work restrictions for this project. However, when work requires the use of railroad flagger(s) advance notice must be provided in accordance with the railroad special provisions to ensure work can take place with the proper protections.
14. This project does not require an NOI.
15. 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.

# CITY OF DALTON DEPARTMENT OF PUBLIC WORKS

## PLAN OF PROPOSED REPAIRS TO GORDON STREET BRIDGE OVER NS & CSX RAILROAD WHITFIELD COUNTY

BRIDGE NO. 1: 313-0063-0  
WHITFIELD COUNTY  
GORDON STREET BRIDGE AT  
NS & CSX RAILROAD  
LATITUDE: 34.770728  
LONGITUDE: -84.966553  
MILEPOST: 40.10 (NS)  
OWA-99.04 (CSX)  
ID # 313-01509M-000.22E



LOCATION MAP

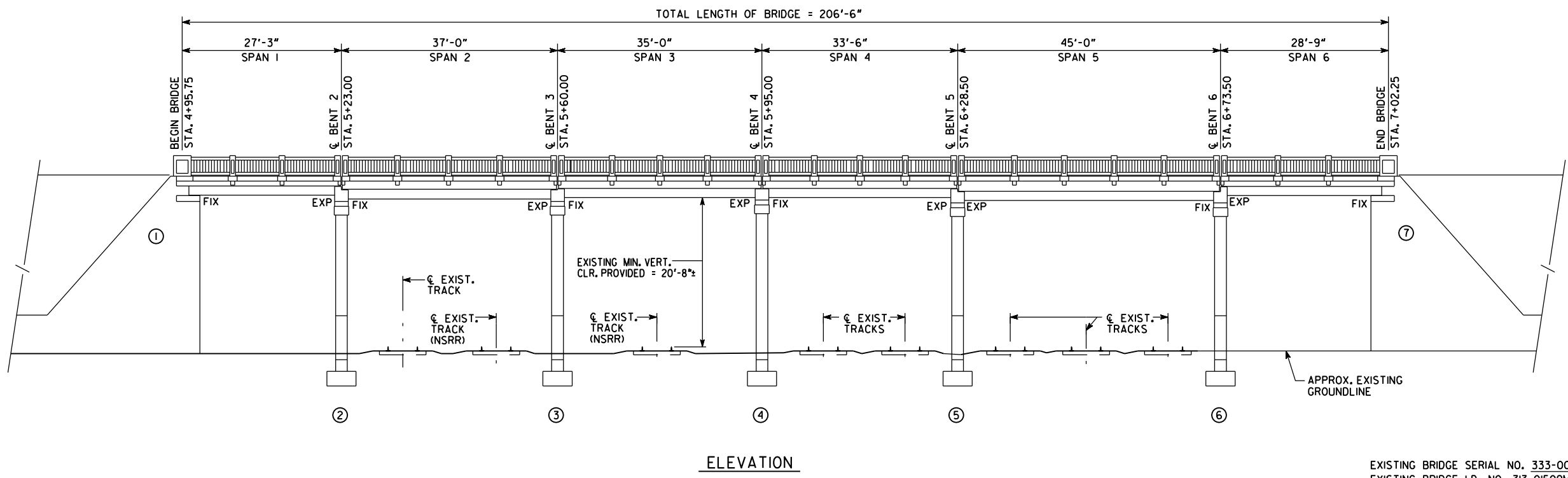
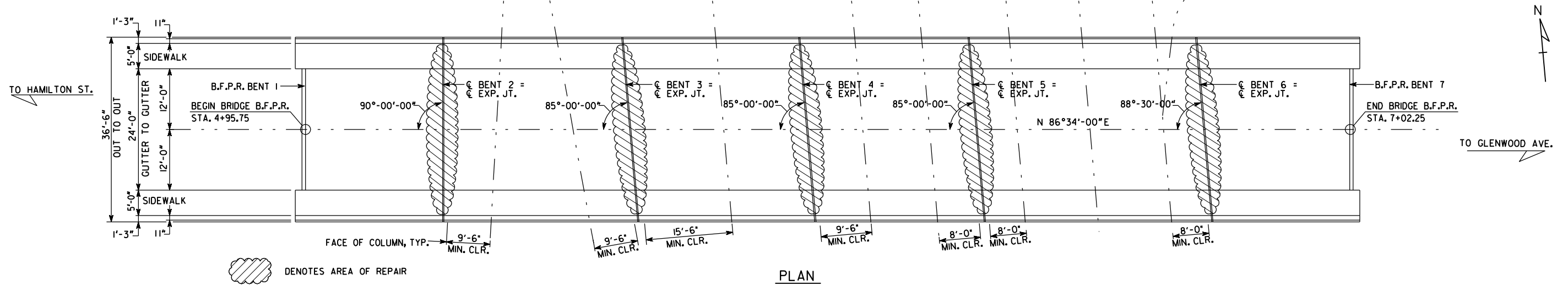
THE DATA TOGETHER WITH OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, 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







EXISTING BRIDGE SERIAL NO. 333-0063-0  
EXISTING BRIDGE I.D. NO. 313-01509M-000.22E

BRIDGE NO. 1

**PONT ENGINEERING** 401 Augusta Drive  
Marietta GA 30067  
(770) 499-1161

CITY OF DALTON  
DEPARTMENT OF PUBLIC WORKS

PLAN AND ELEVATION  
GORDON STREET OVER NS & CSX RAILROAD

WHITFIELD COUNTY

SCALE: 1" = 10'-0" OCTOBER 2017

DESIGNED SHG CHECKED SHG  
DRAWN SHG DESIGN GROUP APPROVED

REVISIONS

DATE

BY

DATE



DRAWING NO. 35-0001  
BRIDGE SHEET 1 OF 5

NOTE: INFORMATION TAKEN FROM ORIGINAL PLANS.

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- NOTES:
- DIMENSIONS AND STATIONS ARE FROM EXISTING PLANS.
  - \*\* STATIONS ARE AT THE INTERSECTION OF € BRIDGE AND B.F.P.R. OR € BENT.
  - NSRR = NORFOLK SOUTHERN TRACKS.
  - VERTICAL CLEARANCE IS CURRENTLY SUBSTANDARD. THE VERTICAL CLEARANCE SHALL NOT BE REDUCED FURTHER.

WORK CONSISTS OF

1. REPLACE EDGE BEAMS AT INTERIOR BENTS 2 THROUGH 6.
2. REPAIR SIDEWALK DAMAGE AT END BENT 1
3. REPAIR CAP SEAT DAMAGE AT END BENT 7.
4. INSTALL POLYMER OVERLAY.
5. BRIDGE DECK JOINT REPLACEMENT WITH SILICONE AT INTERIOR BENTS.
6. REPAIR CORRODED SECTIONS OF STEEL BLAST BOARDS.
7. PAINT THE STEEL SUPERSTRUCTURE.
8. EPOXY INJECTION OF CRACKS.

BRIDGE CONSISTS OF

EDGE BEAM EXTENSION ----- SPECIAL DESIGN  
 JOINT REPLACEMENT ----- SPECIAL DESIGN  
 BAR BENDING DETAILS ----- GA. STD. 3901 (8-69)

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

TRAFFIC DATA

TRAFFIC ----- ADT = 4610 (2011)  
 ----- ADT = 6915 (2031)  
 TRUCKS ----- 1%

UTILITIES

WATERMAIN LOCATED ON SIDEWALK 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 206 FT.± LONG WITH TOTAL ESTIMATED AREA OF STEEL TO BE PAINTED OF 11,000 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 DEPARTMENT. ALL REPAIRS ARE TO BE APPROVED BY THE ENGINEER.
4. ALL CONCRETE AND DECK WORK SHALL BE COMPLETED PRIOR TO BEGINNING PAINTING WORK.
5. AFTER THE PAINTING IS COMPLETED, STENCIL THE SERIAL NUMBER OF THE BRIDGE (313-0063-0) ON THE INSIDE FACE OF THE WEB ON THE FAR RIGHT BEAM NEAR BOTH THE FIRST AND THE LAST BENT (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  $\frac{3}{4}$ " UNLESS OTHERWISE NOTED.

PROTECTIVE PLATFORMS - PROVIDE PROTECTIVE PLATFORMS AT THIS SITE, SEE SECTION 510 OF THE GEORGIA DOT SPECIFICATIONS. MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 20'-0" ABOVE TOP OF RAIL.

TRAFFIC CONTROLS - ROAD TO BE CLOSED DURING BRIDGE REHABILITATION.

EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS MAY BE OBTAINED ON THE GEORGIA DOT WEBSITE AT:

HTTP://WWW.DOT.GA.GOV/BS/PROJECTS/PROJECTSEARCH

THE ORIGINAL BRIDGE WAS BUILT UNDER PROJECT NUMBER WPGM-2655.

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.

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.

WELDING - ALL WELDING ON GEORGIA DOT PROJECTS SHALL BE PERFORMED BY CERTIFIED WELDERS THAT HAVE IN THEIR POSSESSION A CURRENT WELDING CERTIFICATION CARD ISSUED BY THE OFFICE OF MATERIALS AND TESTING. USE ONLY E70XX (EXCLUDING E7014 AND E7024) LOW HYDROGEN ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING.

PAINT - CLEAN AND PAINT ALL NEW STRUCTURAL STEEL AND EXISTING STRUCTURAL STEEL AS PER THE PAINTING NOTES AND SECTION 535 OF THE GEORGIA DOT SPECIFICATIONS. USE PAINT SYSTEM VII FOR NEW STRUCTURAL STEEL AND SYSTEM VIII FOR EXISTING STRUCTURAL STEEL.

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 EXISTING EDGE BEAMS SHALL 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.

EPOXY PRESSURE INJECTION OF CONCRETE CRACKS - ESTIMATED QUANTITY OF CRACK INJECTION IN THE END WALLS AND BENTS IS 25 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 EXISTING 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".

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.

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 AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

GENERAL NOTES

RAILROAD COORDINATION - SUBMIT FOR REVIEW AND APPROVAL THE FOLLOWING INFORMATION IN ADDITION TO ANY SUBMITTALS REQUIRED BY AREMA SPECIFICATIONS BEFORE BEGINNING CONSTRUCTION:

1. FURNISH DEMOLITION PLANS FOR ALL DEMOLITION AFFECTING THE RAILROAD RIGHT-OF-WAY.
2. PROTECT ALL FALL HAZARDS ON RAILROAD RIGHT-OF-WAY WITH HANDRAIL IN ACCORDANCE WITH AREMA SPECIFICATIONS.
3. PROVIDE A DETAILED METHOD TO PROTECT THE RAILROAD, BALLAST, AND TRAIN TRAFFIC FROM OVERSPRAY DURING AN PAINTING OR COATING WORK.

NORFOLK SOUTHERN RIGHT-OF-WAY - ALL WORK ON, OVER, UNDER, OR ADJACENT TO NORFOLK SOUTHERN RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE NORFOLK SOUTHERN "SPECIAL PROVISIONS FOR THE PROTECTION OF RAILWAY INTERESTS".

FLAGMAN WORK AREA - FOR PROJECTS REQUIRING MORE THAN 30 CONSECUTIVE DAYS OF FLAGGING, CONTRACTOR SHALL PROVIDE THE FLAGMAN A SMALL WORK AREA WITH A DESK/COUNTER AND CHAIR WITHIN THE FIELD/SITE TRAILER, INCLUDING THE USE OF BATHROOM FACILITIES, WHERE THE FLAGMAN CAN CHECK IN/OUT WITH THE PROJECT, AS WELL AS TO THE FLAGMAN'S HOME TERMINAL. THE WORK AREA SHOULD PROVIDE ACCESS TO TWO (2) ELECTRICAL OUTLETS FOR RECHARGING RADIO(S), AND A LAPTOP COMPUTER; AND HAVE THE ABILITY TO PRINT OFF NEEDED DOCUMENTATION AND ORDERS AS NEEDED AT THE FIELD/SITE TRAILER. THIS SHOULD AID IN MAXIMIZING THE FLAGMAN'S TIME AND EFFICIENCY ON THE PROJECT.

SUMMARY OF QUANTITIES

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 2
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 3
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 4
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 5
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 6
500-3101	43	CY	CLASS A CONCRETE
501-3000	240	LB	STR STEEL, BR NO - 1
511-1000	5813	LB	BAR REINF STEEL
519-0515	551	SY	SURFACE PREPARATION
519-0530	551	SY	POLYMER OVERLAY
521-3000	30	SF	PATCHING CONCRETE BRIDGE
528-0501	25	LF	EPOXY PRESSURE INJECTION OF CONCRETE CRACKS
535-1105	LUMP	LS	PAINT EXISTING STEEL STRUCTURE, BR ID - 313-0063-0
540-1202	LUMP	LS	REMOVAL OF PARTS OF EXISTING BR, BR NO - 1

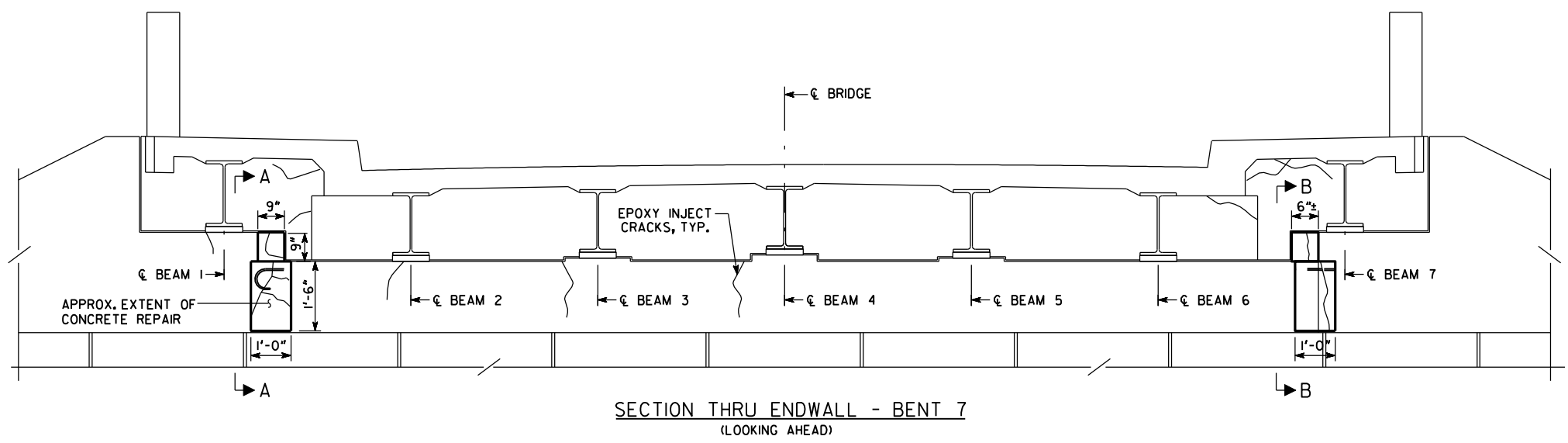
BRIDGE NO. 1



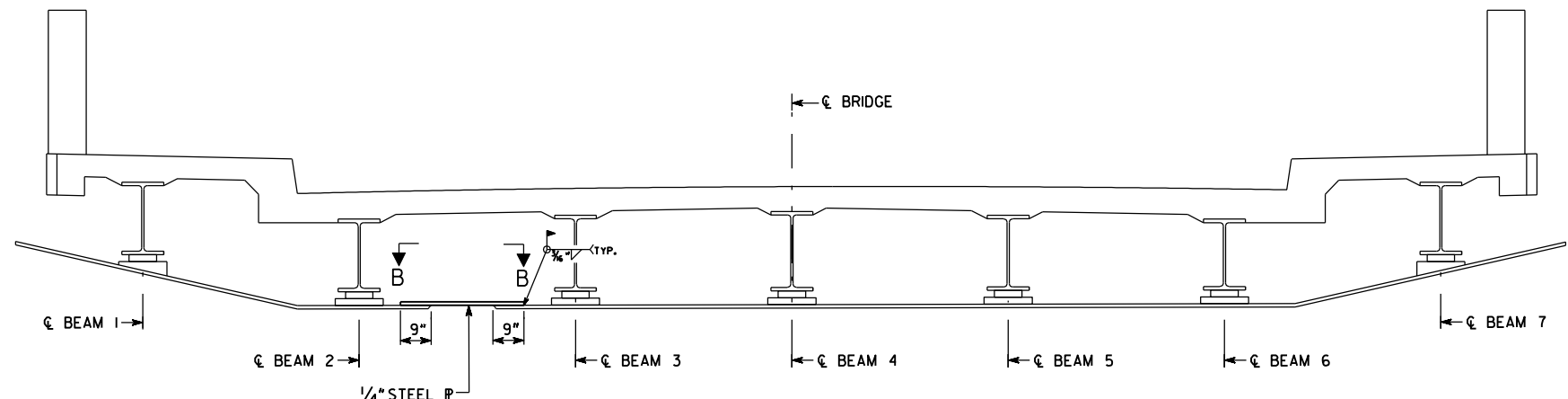
CITY OF DALTON <b>DEPARTMENT OF PUBLIC WORKS</b>	
GENERAL NOTES GORDON STREET OVER NS & CSX RAILROAD	
WHITFIELD COUNTY	
SCALE: NO SCALE	OCTOBER 2017
DESIGNED: SHG	CHECKED: _____
DRAWN: SHG	DESIGN GROUP: _____
REVIEWED: _____	APPROVED: _____

NOTE: INFORMATION TAKEN FROM ORIGINAL PLANS.

DRAWING NO. 35-0002  
 BRIDGE SHEET 2 OF 5

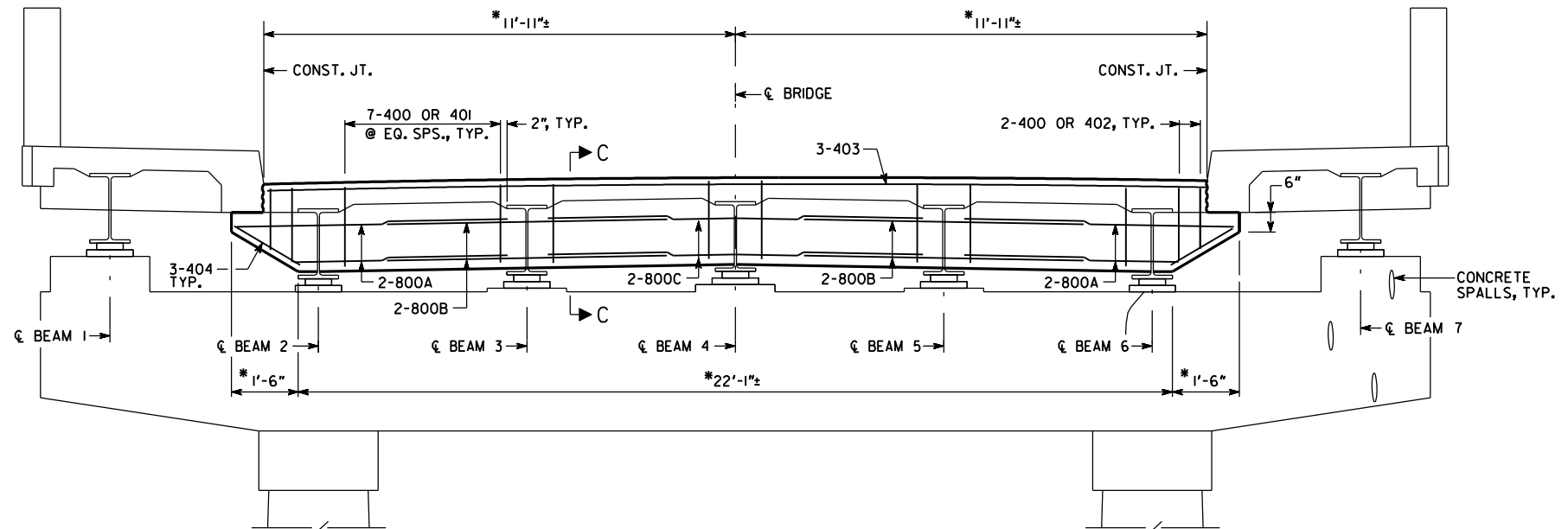


SECTION THRU ENDWALL - BENT 7  
(LOOKING AHEAD)



BLAST BOARD SECTION  
(LOOKING AHEAD)

\*MEASURED ALONG SKEW



SECTION THRU EDGE BEAM  
(LOOKING AHEAD)

SPALL REPAIR INFORMATION		
LOCATION	QUANTITY (SF)	DESCRIPTION
SIDEWALK-SPAN 1	8	1 LOCATION NEAR BENT 1
DECK - SPAN 6	4	4 LOCATIONS NEAR BENT 7
BENT 5	6	6 LOCATIONS ON BENT CAP
BENT 6	4	1 LOCATION ON BENT CAP STEP
BENT 7	8	6 LOCATIONS ON BENT CAP

LOCATIONS REQUIRING EPOXY INJECTION			
BENT	LOCATION	APPROX. LENGTH	APPROX. WIDTH
1	FACE OF ENDWALL BETWEEN BM 6 & 7	2'	0.010" - 0.020"
3	FACE OF BENT CAP	3'	0.010" - 0.020"
6	FACE OF BENT CAP	8'	0.006" - 0.020"
7	FACE OF ENDWALL BETWEEN BM 6 & 7	8'	0.010" - 0.020"
	FACE OF BENT CAP	4'	0.006" - 0.020"

NOTES:

1. MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
2. SPALLED AREAS SHALL BE SAW CUT AND SQUARED UP ALL AROUND THE FRACTURED AREA TO A DEPTH OF AT LEAST 2" BEYOND THE INITIAL MAT OF REINFORCING STEEL. SPALLS SHALL BE REPAIRED AS SPECIFIED IN SPECIAL PROVISION 521. COST FOR REPAIRS SHALL BE INCLUDED IN THE PRICE BID FOR PAY ITEM 521-3000, "PATCHING CONCRETE BRIDGE".
3. CRACKS SHALL BE REPAIRED AS PER SECTION 528 OF THE SPECIAL PROVISIONS. THE COST FOR REPAIRS SHALL BE INCLUDED IN THE PRICE BID FOR PAY ITEM 528-0501, "EPOXY PRESSURE INJECTION OF CONCRETE CRACKS".
4. CARE SHALL BE EXERCISED IN REMOVAL OF EXISTING CONCRETE TO MAKE CUTS VERTICAL AND TO RETAIN EXISTING REINFORCEMENT. ANY EXISTING REINFORCEMENT STEEL DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
5. 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 PATCHING AREA.
6. IMMEDIATELY BEFORE PLACING THE PATCHING MATERIAL THOROUGHLY CLEAN THE SURFACES WITHIN THE REPAIR AREAS TO REMOVE OIL, DUST, DIRT, SLURRY FROM SAW OPERATION, AND OTHER CONTAMINANTS.
7. FOR SECTIONS A-A, B-B, OR C-C SEE BRIDGE SHEET 5 OF 5.

BRIDGE NO. 1

**PONT ENGINEERING**  
401 Augusta Drive  
Marietta GA 30067  
(770) 498-1161

CITY OF DALTON  
DEPARTMENT OF PUBLIC WORKS

DECK SECTIONS  
GORDON STREET OVER NS & CSX RAILROAD

WHITFIELD COUNTY

SCALE: 1" = 10'-0"

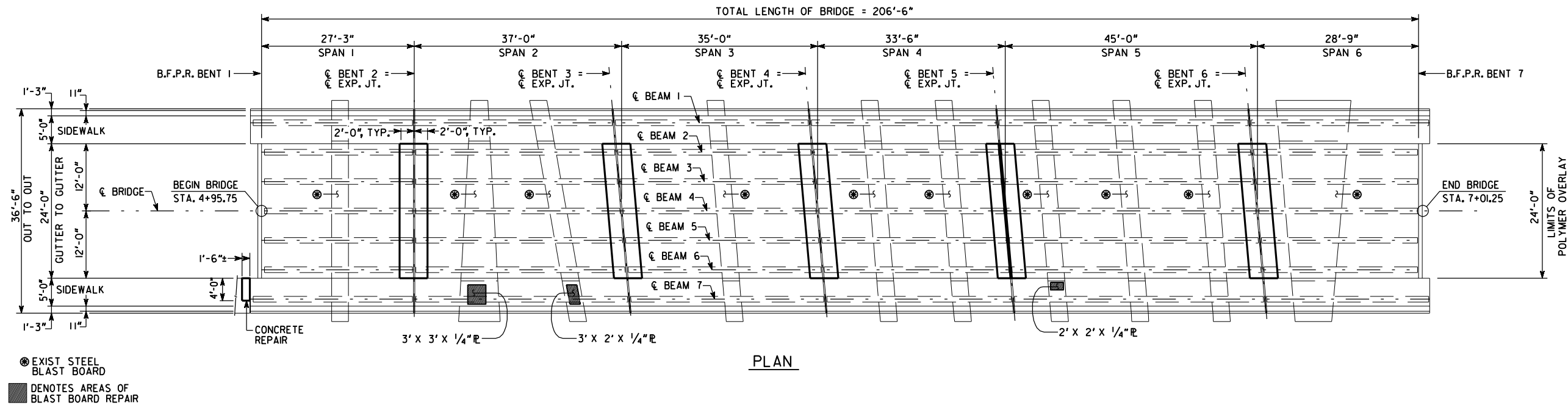
OCTOBER 2017

DATE	
REVISIONS	
BY	

DRAWING NO.  
35-0004  
BRIDGE SHEET  
4 OF 5

NOTE:  
INFORMATION  
TAKEN FROM  
ORIGINAL PLANS.

139



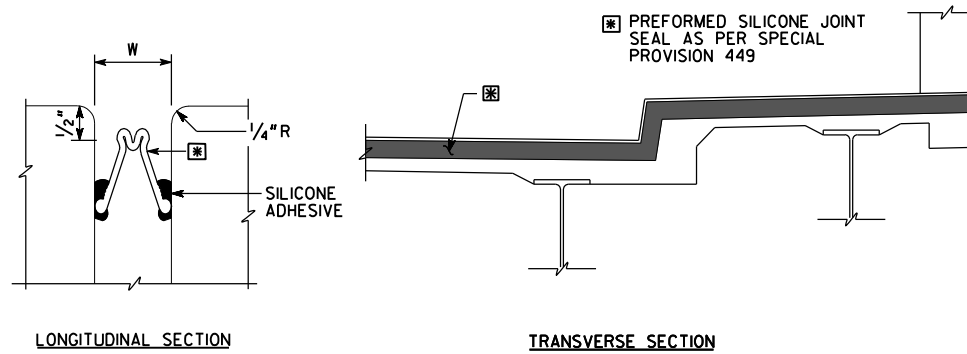
⊙ EXIST STEEL BLAST BOARD  
 ■ DENOTES AREAS OF BLAST BOARD REPAIR

PLAN

JOINT OPENING	
TEMPERATURE (°F)	W (IN.)
MAXIMUM	2"
MINIMUM	1"

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.



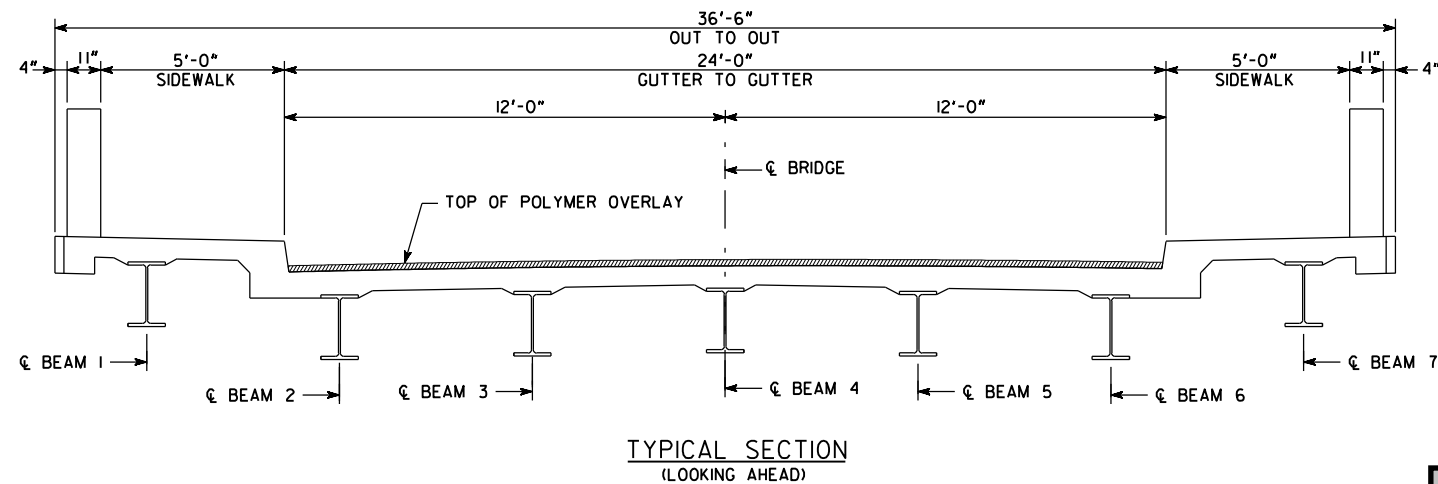
EXPANSION JOINT DETAILS

ITEM	REPAIR QUANTITIES						TOTAL
	SPAN 1	SPAN 2	SPAN 3	SPAN 4	SPAN 5	SPAN 6	
CY CLASS A CONCRETE	3.9	9.2	8.0	8.0	10.0	3.8	42.7
LB BAR REINF STEEL	955	980	966	966	991	955	5,813
LB STRUCTURAL STEEL	-	190	-	-	50	-	240

NOTE: SIDEWALK AND BENT CAP CONCRETE INCLUDED IN END SPAN QUANTITIES.

NOTES:

- MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
- COST OF REINFORCEMENT SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 511-1000, "BAR REINF STEEL". COST OF CONCRETE SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 500-3101, "CLASS A CONCRETE".
- CONCRETE REMOVAL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 540-1202, "REMOVAL OF PARTS OF EXISTING BRIDGE".
- COST OF BLAST BOARD REPAIR AND MATERIAL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 501-3000, "STR STEEL".



TYPICAL SECTION (LOOKING AHEAD)

BRIDGE NO. 1

**PONT ENGINEERING** 401 Augusta Drive  
 Marietta GA 30067  
 (770) 499-1161

CITY OF DALTON  
**DEPARTMENT OF PUBLIC WORKS**

DECK PLAN & SECTION  
 GORDON STREET OVER NS & CSX RAILROAD

WHITFIELD COUNTY

SCALE: 1" = 10'-0" OCTOBER 2017

DESIGNED	SHG	CHECKED	DESIGN GROUP	REVIEWED	
DRAWN	SHG			APPROVED	

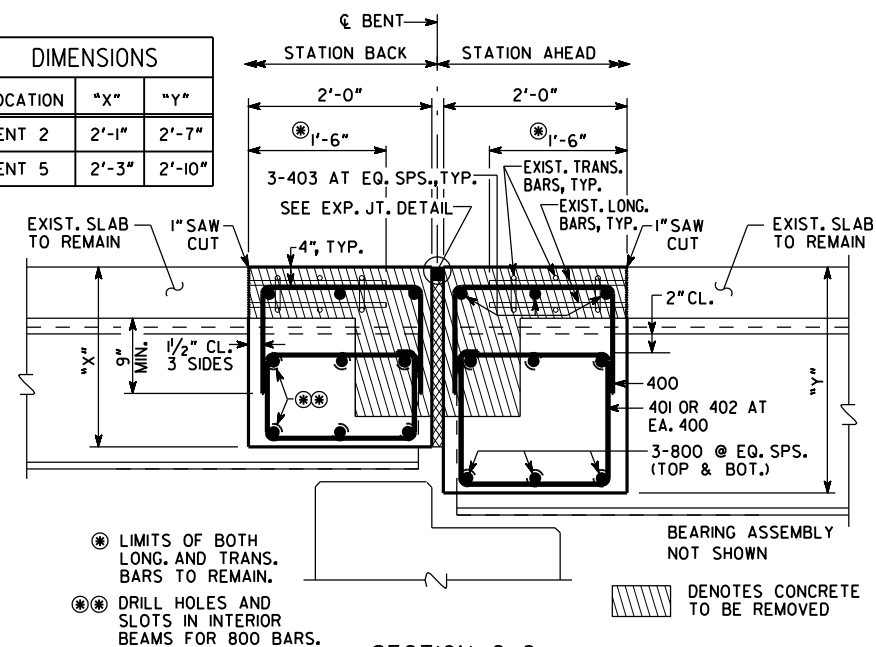
NOTE: INFORMATION TAKEN FROM ORIGINAL PLANS.

DRAWING NO. 35-0003  
 BRIDGE SHEET 3 OF 5

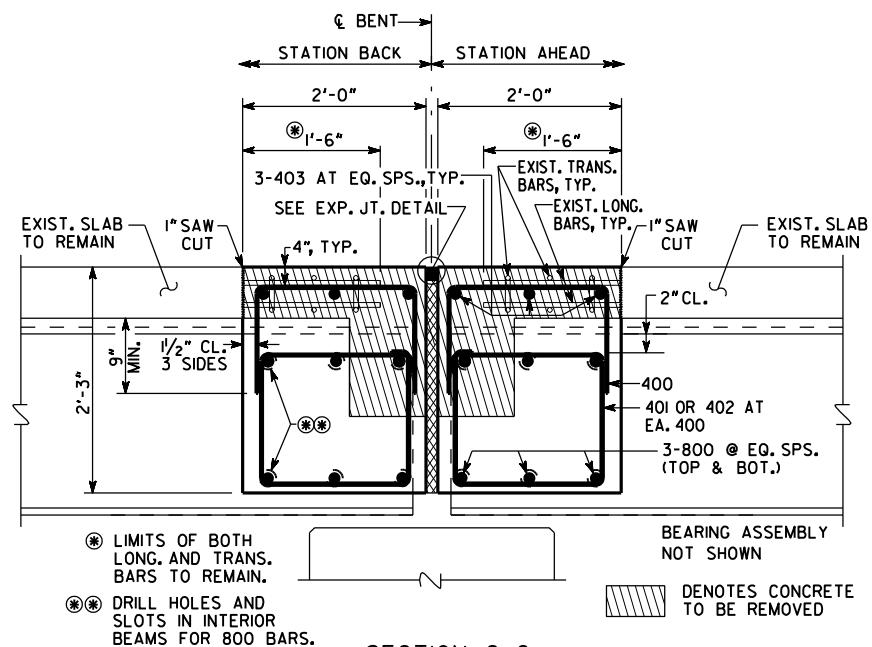
140



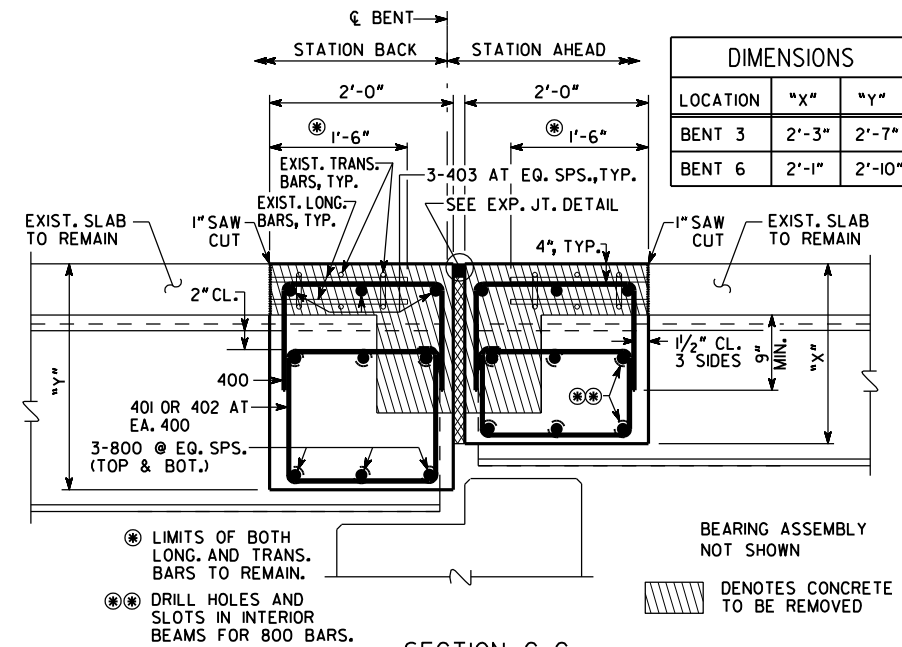
DIMENSIONS		
LOCATION	"X"	"Y"
BENT 2	2'-1"	2'-7"
BENT 5	2'-3"	2'-10"



SECTION C-C  
(BENTS 2 & 5)

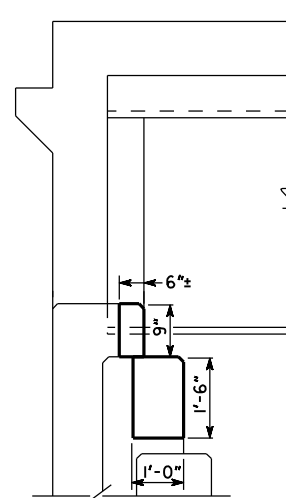


SECTION C-C  
(BENT 4)

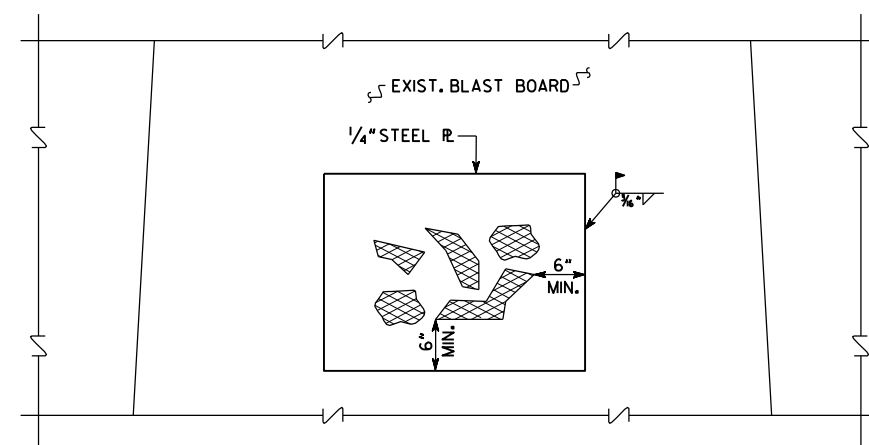


SECTION C-C  
(BENTS 3 & 6)

LOCATION	NO. OF LOC.	MARK	LENGTH		NO. BARS REQ'D.	Y <sub>p</sub>	AG	B		C		D		E		F		H		J		K		N	θ	
			FT.	IN.				FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.	FT.	IN.			FT.
SPANS 1 OR 6																										
		400	3-11	32	2			1-9	1-1	1-1																
		401A	6-3	28	25	4	4	1-9	1-0																	
		402	VARY	4	25	4	4	1-9	VARY																	
		403	23-6	3	1																					
		404A	2-0	3	1																					
		800A	VARY	12	1																					
		800B	9-0	12	1																					
		800C	11-0	6	1																					
SPAN 2																										
		400	3-11	32	2			1-9	1-1	1-1																
		401B	7-5	28	25	4	4	1-9	1-7																	
		402	VARY	4	25	4	4	1-9	VARY																	
		403	23-6	3	1																					
		404B	2-3	3	1																					
		800A	VARY	12	1																					
		800B	9-0	12	1																					
		800C	11-0	6	1																					
SPANS 3 OR 4																										
		400	3-11	32	2			1-9	1-1	1-1																
		401C	6-9	28	25	4	4	1-9	1-3																	
		402	VARY	4	25	4	4	1-9	VARY																	
		403	23-6	3	1																					
		404C	2-2	3	1																					
		800A	VARY	12	1																					
		800B	9-0	12	1																					
		800C	11-0	6	1																					
SPAN 5																										
		400	3-11	32	2			1-9	1-1	1-1																
		401D	7-11	28	25	4	4	1-9	1-10																	
		402	VARY	4	25	4	4	1-9	VARY																	
		403	23-6	3	1																					
		404D	2-6	3	1																					
		800A	VARY	12	1																					
		800B	9-0	12	1																					
		800C	11-0	6	1																					



SECTION A-A



SECTION B-B

INDICATES AREAS OF CORRODED STEEL BLAST BOARD

NOTES:

1. MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
2. CARE SHALL BE EXERCISED IN REMOVAL OF EXISTING CONCRETE TO MAKE CUTS VERTICAL AND TO RETAIN EXISTING REINFORCEMENT. ANY EXISTING REINFORCEMENT STEEL DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
3. CONCRETE REMOVAL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 540-1202, "REMOVAL OF PARTS OF EXISTING BRIDGE".
4. COST OF REINFORCEMENT SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 511-1000, "BAR REINF STEEL". COST OF CONCRETE SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 500-3101, "CLASS A CONCRETE".

NOTE: INFORMATION TAKEN FROM ORIGINAL PLANS.

DRAWING NO. 35-0005  
BRIDGE SHEET 5 OF 5

DATE	
REVISIONS	
BY	

BRIDGE NO. 1

**PONT ENGINEERING** 401 Augusta Drive Marietta GA 30067 (770) 498-1161

CITY OF DALTON  
**DEPARTMENT OF PUBLIC WORKS**

MISCELLANEOUS DETAILS  
GORDON STREET OVER NS & CSX RAILROAD

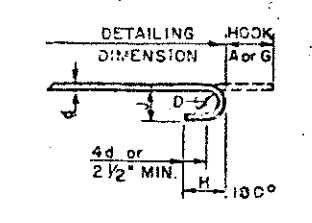
WHITFIELD COUNTY

SCALE: 1" = 1'-0" OCTOBER 2017

DESIGNED SHG	CHECKED	REVIEWED
DRAWN SHG	DESIGN GROUP	APPROVED

### 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

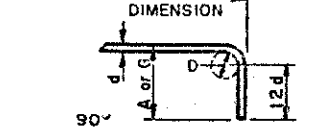


### RECOMMENDED 180° END HOOK DIMENSIONS

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
#4	6	4	6	6	3 1/2
#5	7	5	7	7	4 1/2
#6	8	6	8	8	5 1/2
#7	10	7	9	9	6 1/4
#8	11	8	10	10	7
#9	1-3	1 1/4	1-0	1-0	8
#10	1-5	1-0 3/4	1-1	1-1	9
#11	1-7	1-2 1/4	1-2	1-2	10
#14	2-2	1-8 1/2	2-2	1-8 1/2	
#18	2-11	2-3	2-11	2-3	
STYLE				2	

### RECOMMENDED 90° END HOOK DIMENSIONS

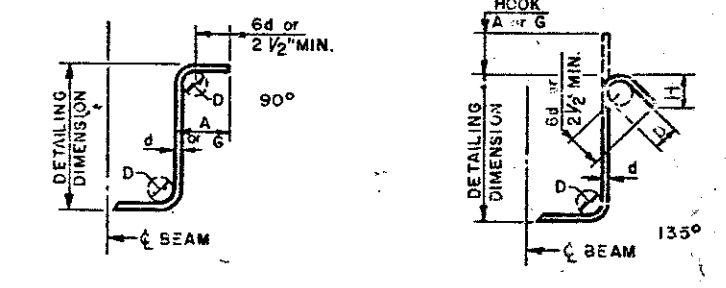
ALL GRADES  
 D = 6d for #3 through #8  
 D = 8d for #9, #10, and #11  
 D = 10d for #14 and #18



BAR SIZE	HOOK A or G
#3	6
#4	8
#5	10
#6	12
#7	14
#8	1-4
#9	1-7
#10	1-10
#11	2-0
#14	2-7
#18	3-5

HOOK STYLE 3

### STIRRUP AND TIE HOOK



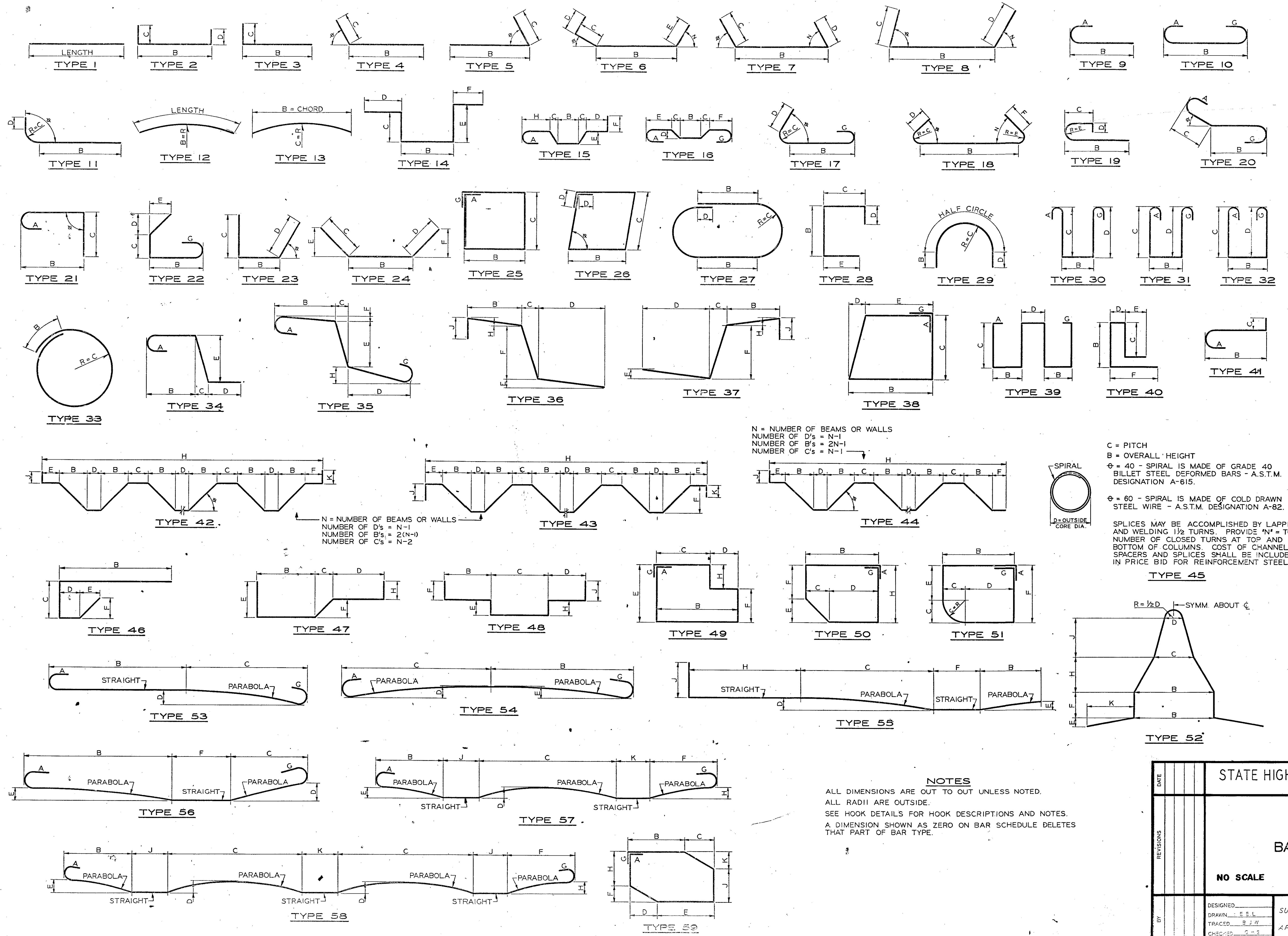
### STIRRUPS (TIES SIMILAR)

**STIRRUP AND TIE HOOK DIMENSIONS**  
 GRADES 40-50-60 ksi

BAR SIZE	D (in.)	90° HOOK		135° HOOK	
		HOOK A or G	H	HOOK A or G	H
#3	1 1/2	4	4	4	2 1/2
#4	2	4 1/2	4 1/2	4 1/2	3
#5	2 1/2	5 1/2	5 1/2	5 1/2	3 1/2
#6	3	6 1/2	6 1/2	6 1/2	4 1/2
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  
 φ = 40 - SPIRAL IS MADE OF GRADE 40 BILLET STEEL DEFORMED BARS - A.S.T.M. DESIGNATION A-615.  
 φ = 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 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: B.J.W.  
 CHECKED: G.S.  
 SUBMITTED: R.L. Chapman  
 BRIDGE ENGINEER  
 APPROVED: STATE HIGHWAY ENGINEER  
 NUMBER 3901

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

SPECIAL PROVISION

**Project: Gordon Street Bridge over Norfolk Southern Railroad,  
Whitfield County; Bridge Serial No. 333-0063-0**

*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. Scream 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 yd<sup>2</sup> (830 m<sup>2</sup>) 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: Gordon Street Bridge over Norfolk Southern Railroad,  
Whitfield County; Bridge Serial No. 333-0063-0**

**SECTION 521 – PATCHING CONCRETE BRIDGE**

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*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 contaminates 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: Gordon Street Bridge over Norfolk Southern Railroad,  
Whitfield County; Bridge Serial No. 333-0063-0**

**Section 528 – Epoxy Pressure Injection of Concrete Cracks**

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**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.



## Section 528 – Epoxy Pressure Injection of Concrete Cracks

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### 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

### CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of September 17, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **The City of Dalton**, a body corporate and political subdivision of the State of **Georgia** (“**Agency**”).

### EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Project: **Dalton, Whitfield County, GA, Gordon Street Bridge repairs, painting and polymer application of the over CSXT and NS, DOT No. 340546Y, RRMP 0WA-99.04, Atlanta Division, W&A Subdivision**, (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

#### 1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements

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constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
- 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **12 months from the date of fully executed Construction Agreement**, unless the parties mutually agree to extend such date.
3. Special Provisions Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
- 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4)

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costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:  
(i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and  
(ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

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CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.



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- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.
11. Indemnification
- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly

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from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT

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and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.  
500 Water Street J-301  
Jacksonville, FL 32202  
Attention: Director Project Management – Public Projects

If to Agency:

City of Dalton Public Works  
P.O. Box 1205  
Dalton, GA 30722  
Attention: Mr. Andrew Parker

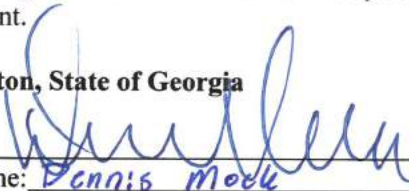
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

Repairs and painting of Gordon St. Bridge over CSXT  
Dalton, Whitfield Co., GA  
RRMP 0WA-99.04  
DOT No.: 340546Y  
Atlanta Division, W and A Subdivision

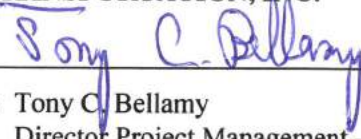
CSXT OP# GA2121

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**Dalton, State of Georgia**

By:   
Name: Dennis Mock  
Title: Mayer

**CSX TRANSPORTATION, INC.**

By:   
Name: Tony C. Bellamy  
Title: Director Project Management – Public Projects

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Bridge repairs, painting and polymer application within CSXT right-of-way according to the approved final plans: City of Dalton Department of Public Works Plan of Proposed Repairs to Gordon Street Bridge Repair and Painting over NS & CSX Railroad, Whitfield County (7 sheets) – made available electronically on March 21, 2018

B. CSXT shall perform or cause to be performed:

1. Changes in communication and signal lines.
2. Flagging services and other protective services and devices as may be necessary.
3. Construction engineering and inspection to protect the interests of CSXT.
4. Excess Soil Support Services as described in the Soil and Water Management Policy found in CSXT's Public Project Manual dated July 2017.
5. Accounting and Administrative Services related to the foregoing.



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## **EXHIBIT B**

### PLANS AND SPECIFICATIONS

#### Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

- Final Review Submittal of the Plan of Proposed Repairs to Gordon Street Bridge over NS and CSX Railroad (7-sheets) received on March 21, 2018 ("Final Plans") and Special Provisions 519, 521, and 528 (total of 15-sheets) received on March 21, 2018.

**NOTE:** In the event subsequent plan submissions are made by Company to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval

## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency, as amended from time to time.

“Agency” shall mean the **Dalton, Whitfield County, Georgia**

“Agency Representative” shall mean the authorized representative of **Dalton, Whitfield County, Georgia**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require

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or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

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- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

#### VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

#### VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

#### VIII. CONSTRUCTION PROCEDURES

- A. General
  - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
  - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
  - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in

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accord with any other instructions furnished by CSXT or CSXT's Representative.

**B. Blasting**

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
  - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
  - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
  - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

**IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS**

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard



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specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all

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machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

### XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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**EXHIBIT D**

INITIAL ESTIMATE  
ATTACHED

**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - GA2121

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b>	<b>10/23/2018</b>	<b>DOT NO.:</b> 340546Y
<b>CITY:</b> Dalton	<b>COUNTY:</b> Whitfield	<b>STATE:</b> GA
<b>DESCRIPTION:</b> Construction, Engineering, Insepcton, and Flagging Services for Gordon Street Bridge Repair and Painting over CSXT		
<b>DIVISION:</b> Atlanta	<b>SUB-DIV:</b> W and A	<b>MILE POST:</b> OWC-99.04
<b>AGENCY PROJECT NUMBER:</b>		

**PRELIMINARY ENGINEERING:**

212 Contracted & Administrative Engineering Services (CSXT In-Office)	\$	-
212 Contracted & Administrative Engineering Services (Arcadis)	\$	-
<b>Subtotal</b>	\$	-

**CONSTRUCTION ENGINEERING/INSPECTION:**

212 Contracted & Administrative Engineering Services (CSXT In-Office)	\$	2,000
212 Contracted & Administrative Engineering Services (Arcadis)	\$	32,000
<b>Subtotal</b>	\$	34,000

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)	30 Days @	\$ 552.00	\$	16,560
050 Labor (Foreman/Inspector)			\$	-
070 Additive (Transportation Department)			\$	19,440
050 Additive 118.86% (Engineering Department)			\$	-
230 Per Diem (Engineering Department)	30 Days @	\$ 100.00	\$	3,000
230 Expenses			\$	-
<b>Subtotal</b>			\$	39,000

**SIGNAL & COMMUNICATIONS WORK:**

\$ -

**TRACK WORK:**

\$ -

**PROJECT SUBTOTAL**

\$ 73,000

900 **CONTINGENCIES:** 10.00%

\$ 7,300

**GRAND TOTAL \*\*\*\*\***

\$ 80,300

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$	80,300
Railroad		\$	-
<b>TOTAL *****</b>		\$	80,300

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

<b>Estimated prepared by:</b> M. Meyer, Arcadis	<b>Approved by:</b> CSXT Public Project Group
<b>DATE:</b> 4/26/2018	<b>DATE:</b>
<b>REVISED:</b>	

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## **EXHIBIT E**

### **PAYMENT SCHEDULE**

#### **Advance Payment in Full**

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.



## EXHIBIT F

### INSURANCE REQUIREMENTS

#### I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy. The address should be listed as:

CSX Transportation, Inc.  
500 Water Street - C907  
Jacksonville, FL 32202
  - c. Name and Address of Contractor and Agency must be shown on the Declarations page.
  - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
  - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
  - f. Authorized endorsements may include:
    - (i) Broad Form Nuclear Exclusion - IL 00 21

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- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Mr. Randy Koonce, Arcadis at [Randy.Koonce@arcadis-us.com](mailto:Randy.Koonce@arcadis-us.com).

2. Neither Agency nor its Designee may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

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**SCHEDULE I**

**CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, between the **City of Dalton**, State of **Georgia** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

# CERTIFICATE OF LIABILITY INSURANCE

Date: MM/DD/YY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: Fax: Name & Address of Producer	CONTACT NAME: PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: <b>AM Best Rating A-, Or Better</b> <b>provide</b> INSURER B: <b>AM Best Rating A-, Or Better</b> <b>provide</b> INSURER C: <b>AM Best Rating A-, Or Better</b> <b>provide</b> INSURER D: <b>AM Best Rating A-, Or Better</b> <b>provide</b>
INSURED Name & Address of Insured	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY ✓ <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGG. LIABILITY APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						EACH OCCURRENCE      \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> CA 20 70		✓				COMBINED SINGLE LIMIT      \$1,000,000 (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA FORM EXCESS LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> CLAIMS MADE RETENTION						EACH OCCURRENCE AGGREGATE
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L.EACH ACCIDENT      \$1,000,000 DISEASE - EA EMPLOYEE      \$1,000,000 E.L.DISEASE - POLICY LIMIT      \$1,000,000

Railroad Protective Coverage Each Occurrence      \$5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**  
 CSX Transportation is listed as an Additional Insured.

<b>CERTIFICATE HOLDER</b> CSX Transportation Insurance Compliance 500 Water Street, Speed Code J-907 Jacksonville, FL 32202 <a href="mailto:RenewalCOI@CSX.com">RenewalCOI@CSX.com</a>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> <p style="text-align: center;"><b>Certificate Must be Signed</b></p>
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**(Public Projects) Insurance Submittal Checklist**

**\*\* All insurers must be A.M. Best rated A-, or higher \*\***

**COMMERCIAL GENERAL LIABILITY**

Occurrence based policy	<input type="checkbox"/>
\$5M policy limit (per occurrence)	<input type="checkbox"/>
CSXT listed as Additional Insured	<input type="checkbox"/>
Railroad Exclusion Endorsement included (ISO CG 24 17)	<input type="checkbox"/>
<b>** If CGL policy does not have a railroad exclusion, please provide Coverage Form **</b>	

**COMMERCIAL AUTO LIABILITY**

\$1M Policy Limit (combined single limit)	<input type="checkbox"/>
CSXT listed as Additional Insured	<input type="checkbox"/>
Railroad Exclusion Endorsement included (ISO CA 20 70)	<input type="checkbox"/>
<b>** If AL policy does not have railroad exclusion, please provide Coverage Form **</b>	

**WORKERS COMPENSATION/EMPLOYER'S LIABILITY**

Workers' Compensation - Statutory Limits	<input type="checkbox"/>
Employer's Liability - \$1M policy limits (each accident/ each disease/disease policy limit)	<input type="checkbox"/>
Waiver of subrogation (if permitted by law)	<input type="checkbox"/>

**RAILROAD PROTECTIVE LIABILITY**

Policy limits of \$5M/\$10M	<input type="checkbox"/>
CSX Transportation listed as Named Insured	<input type="checkbox"/>
Entire RPL policy (policy is typically 30 – 40 pages)	<input type="checkbox"/>
Name and Address of Contractor and Agency shown on the Declarations Page.	<input type="checkbox"/>
Description of operations located on the Declarations Page	<input type="checkbox"/>
Project description, location, and project/contract identification numbers match number(s) established by CSXT Public Projects	<input type="checkbox"/>
<b>** Refer to insurance requirements document for list of approved (RPL) endorsements **</b>	



**INSTRUCTIONS FOR FORM PI-1aCON**

1. This report should be completed by the contractor employee as soon as practicable after an injury/illness.
2. After ensuring this form is completed, CSX supervisor will sign, witness and include the form in the Railroad Accident Reporting Incident report. The CSX supervisor will then forward the original document to Safety Reporting in Jacksonville.

CSX Transportation is committed to the complete and accurate reporting of all accidents, incidents, injuries and occupational illnesses arising from the operation of the railroad. CSX Transportation requires its contractors to fully comply with the letter and spirit of the Federal Railroad Administration's accident/incident reporting regulations, which appear at 49 CFR Part 225. The actions below are strictly prohibited:

- Harassment or intimidation of any person calculated to discourage or prevent that person from receiving proper medical treatment or from reporting such accident, incident, injury, or illness
- Falsification of any accident, incident, injury, or illness record or report
- Retaliation against any person for reporting any accident, incident, injury, or illness
- Retaliation against any person for complaining any of these violations have occurred

INCIDENT NUMBER (Leave blank) <b>R</b> _____			CONTRACTOR EMPLOYEE'S NAME				
HOME ADDRESS							
(Street Address)			(City)	(State)	(ZIP Code)	( ) (Home Phone No.)	
DATE OF BIRTH		AGE		OCCUPATION			
CONTRACTOR COMPANY NAME			CONTRACTOR COMPANY SUPERVISOR NAME AND PHONE NUMBER				
DATE INJURY/ILLNESS OCCURRED		INJURY/ILLNESS TIME		INJURY/ILLNESS LOCATION			
Mo.	Day	Yr.	<input type="checkbox"/> AM <input type="checkbox"/> PM	(Shop, Plant, Truck, Station, Train, Etc.)			
INJURY/ILLNESS CITY		INJURY/ILLNESS COUNTY		INJURY/ILLNESS STATE	MILEPOST <small>(To Nearest Tenth)</small>	DIVISION	
VISIBILITY		WEATHER		IS THIS INJURY/ILLNESS CLAIMED TO HAVE HAPPENED:		DID THIS INJURY/ILLNESS OCCUR WHILE ON A BREAK	
<input type="checkbox"/> Dawn <input type="checkbox"/> Daylight	<input type="checkbox"/> Dusk <input type="checkbox"/> Dark	<input type="checkbox"/> Clear <input type="checkbox"/> Cloudy	<input type="checkbox"/> Rain <input type="checkbox"/> Fog	<input type="checkbox"/> Sleet <input type="checkbox"/> Snow	<input type="checkbox"/> On Duty? <input type="checkbox"/> Off Duty?	<input type="checkbox"/> On CSX Property? <input type="checkbox"/> Off CSX Property?	<input type="checkbox"/> Yes <input type="checkbox"/> No

DESCRIBE FULLY HOW THE INJURY/ILLNESS OCCURRED (ATTACH ADDITIONAL PAGES IF NECESSARY)

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DID DEFECTIVE TOOL(S) OR EQUIPMENT CAUSE INCIDENT?

Yes  No      If Yes, Describe and Specify Defect.

DID WORKING CONDITIONS CAUSE OR CONTRIBUTE TO THE CAUSE OF THE ACCIDENT/INJURY?  Yes  No

IF YES, PLEASE PROVIDE COMPLETE DETAILS.

WAS THE WORKPLACE ADEQUATELY LIGHTED? If No, Describe Conditions. <input type="checkbox"/> Yes <input type="checkbox"/> No		IF ON-TRACK EQUIPMENT INVOLVED, GIVE INITIALS AND NUMBERS (i.e. CSXT 1234) <input type="checkbox"/> N/A	
WAS THERE ANY FAILURE TO GIVE USUAL OR NECESSARY SIGNALS, WARNINGS OR PROTECTION? <input type="checkbox"/> Yes <input type="checkbox"/> No		WAS ANYONE AT FAULT   If Yes, Who and to What Extent? <input type="checkbox"/> Yes <input type="checkbox"/> No	
BODY PARTS AFFECTED		NATURE OF COMPLAINT: (i.e. Sprained Right Wrist)	
WAS MEDICAL ATTENTION PROVIDED? <input type="checkbox"/> Yes <input type="checkbox"/> No		WAS PRESCRIPTION MEDICATION INCLUDED IN TREATMENT? <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF MEDICAL ATTENTION WAS PROVIDED, PROVIDE THE NAME AND ADDRESS OF PHYSICIAN AND MEDICAL FACILITY.			
DESCRIBE MEDICAL/FIRST-AID TREATMENT RECEIVED		WILL INJURY/ILLNESS RESULT IN LOST WORK DAYS? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="text"/>	IS THIS A RECURRENCE? <input type="checkbox"/> Yes <input type="checkbox"/> No
IF THIS IS AN ILLNESS OR CONDITION RATHER THAN AN ACUTE INJURY, WHEN DID YOU FIRST NOTICE SYMPTOMS? (IF N/A, CHECK BOX)			
			<input type="checkbox"/> N/A

CONTRACTOR EMPLOYEE SIGNATURE	DATE	NAME OF WITNESSING CSX SUPERVISOR (PRINTED)
SIGNATURE OF WITNESSING CSX SUPERVISOR	DATE	CSX SUPERVISOR PHONE#

THIS AGREEMENT, dated as of the 28<sup>th</sup> day of August, 2018 is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "RAILWAY"); and

CITY OF DALTON, a Georgia Municipality, whose mailing address is P.O. Box 1205, Dalton GA (hereinafter called "LICENSEE").  
30722

#### RECITALS

WHEREAS, LICENSEE, at its own cost and expense, has found it necessary to make bridge repairs to the existing Gordon Street overhead bridge (the "Facilities"), in the vicinity of RAILWAY Milepost 40.10-H, at or near Dalton, Whitfield County, Georgia (the "Premises"), located substantially as shown upon print of Drawing marked Exhibit A; and

WHEREAS, RAILWAY is willing to permit LICENSEE to enter upon RAILWAY's right of way for installation, construction, maintenance, operation and removal of the Facilities upon the terms and conditions of this Agreement; and in accordance with the plans and specifications marked Exhibit B; and

WHEREAS, RAILWAY is willing, at LICENSEE's sole expense, to make modifications to RAILWAY's right of way and/or appurtenances rendered necessary by LICENSEE's installation, construction, maintenance, operation and removal of its Facilities in accordance with the force account estimate marked Exhibit D.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

#### I. LICENSEE'S FACILITIES

1. Right-of-Entry. RAILWAY, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its RAILWAY and RAILWAY appurtenances along, in, and over its right-of-way, grants LICENSEE, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of RAILWAY, any agent and/or contractor of LICENSEE must execute and deliver to RAILWAY a standard contractor right-of-entry agreement in a form approved by RAILWAY in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of RAILWAY tracks by LICENSEE or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by RAILWAY in its sole discretion.

2. Use and Condition of the Premises. The Premises shall be used by LICENSEE only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of RAILWAY, which consent may be withheld by RAILWAY in its sole discretion. LICENSEE accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by RAILWAY except insofar as contemplated by Section II of this Agreement.

3. Construction and Maintenance of the Facilities. LICENSEE shall construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of RAILWAY or endanger persons or property of RAILWAY, and in accordance with (a) plans and specifications (if any) shown on said print(s) marked as Exhibit B and any other specifications prescribed by RAILWAY, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American RAILWAY Engineering and Maintenance of Way Association when not in conflict with plans, specifications or regulations mentioned in (a) and

(b) above. LICENSEE and any and all of LICENSEE contractors entering the Premises shall fully comply with applicable roadway worker protection regulations.

4. Indemnification. LICENSEE hereby agrees to indemnify and save harmless RAILWAY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of LICENSEE, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of RAILWAY, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that RAILWAY is an employer or joint employer of a LICENSEE or is liable for related employment benefits or tax withholdings; or (c) any decision by RAILWAY to bar or exclude LICENSEE from the Premises pursuant to the terms of this Agreement.

5. Environmental Matters. LICENSEE assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from LICENSEE's permitted operations or uses of RAILWAY's property pursuant to this Agreement. In addition, LICENSEE shall obtain any necessary permits to install the Facilities. LICENSEE agrees to indemnify and hold harmless RAILWAY from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to LICENSEE's activities upon RAILWAY's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

6. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by LICENSEE under any other provision of this Agreement, and as additional protection to RAILWAY, LICENSEE shall, at its expense, procure and maintain with insurance companies satisfactory to RAILWAY, the following insurance policies:

(i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name RAILWAY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,

(ii) An original Railroad Protective Liability Insurance Policy naming RAILWAY as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.

(b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to RAILWAY. Prior to the commencement of installation or maintenance of the Facilities or any entry on RAILWAY's property, LICENSEE shall furnish to RAILWAY's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by RAILWAY to LICENSEE in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

7. Railway Support. RAILWAY shall, at RAILWAY's option, furnish, at the sole expense of LICENSEE, labor and materials necessary, in RAILWAY's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of RAILWAY's rail operations shall be of first importance. LICENSEE shall require its employees, agents, contractors, and invitees to utilize and comply with RAILWAY's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Exhibit C. As used in the NSR Special Provisions, LICENSEE is the "contractor" should LICENSEE enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, LICENSEE shall assign a project manager to function as a single point-of-contact for LICENSEE. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit C.

9. Safety of Railway Operations. If RAILWAY becomes aware of any safety violations committed by LICENSEE, its employees, agents and/or contractors, RAILWAY shall so notify LICENSEE, and LICENSEE shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, RAILWAY may take corrective actions and shall notify LICENSEE promptly thereafter. LICENSEE shall reimburse RAILWAY for actual costs incurred in taking such emergency measures. RAILWAY assumes no additional responsibility for safety on the Premises for LICENSEE, its agents/or contractors by taking these corrective actions, and LICENSEE, its agents/contractors shall retain full responsibility for such safety violations.

10. Corrective Measures. If LICENSEE fails to take any corrective measures requested by RAILWAY in a timely manner, or if an emergency situation is presented which, in RAILWAY's judgment, requires immediate repairs to the Facilities, RAILWAY, at LICENSEE's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11. Railway Changes. If RAILWAY shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of RAILWAY, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, LICENSEE shall, upon thirty (30) days prior written notice from RAILWAY and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of RAILWAY, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of RAILWAY.

12. Assumption of Risk. Unless caused solely by the negligence of RAILWAY or caused solely by the willful misconduct of RAILWAY, LICENSEE hereby assumes all risk of damage to the Facilities and LICENSEE's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and LICENSEE hereby declares and states that RAILWAY, its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13. Liens: Taxes. LICENSEE will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of RAILWAY, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving LICENSEE any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, LICENSEE shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by LICENSEE within the Premises. In the event that any such lien shall attach to the Premises or LICENSEE shall fail to pay such taxes, then, in addition to any other right or remedy available to RAILWAY, RAILWAY may, but shall not be obligated to, discharge the same. Any amount paid by RAILWAY for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by LICENSEE to RAILWAY within ten (10) days after RAILWAY's demand therefor.

14. Default: Remedies.



(a) The following events shall be deemed to be events of default by LICENSEE under this Agreement:

(i) LICENSEE shall fail to pay any sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) LICENSEE shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to LICENSEE;

(iii) LICENSEE shall become insolvent or unable to pay its debts as they become due, or LICENSEE notifies RAILWAY that it anticipates either condition;

(iv) LICENSEE takes any action to, or notifies RAILWAY that LICENSEE intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against LICENSEE under any such statute; or

(v) a receiver or trustee shall be appointed for LICENSEE's license interest hereunder or for all or a substantial part of the assets of LICENSEE, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by LICENSEE, whether enumerated in this paragraph 15 or not, RAILWAY shall have the option to pursue any remedies available to it at law or in equity without any additional notices to LICENSEE. RAILWAY's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event LICENSEE shall immediately surrender the Premises to RAILWAY; (ii) entry into or upon the Premises to do whatever LICENSEE is obligated to do under the terms of this License, in which event LICENSEE shall reimburse RAILWAY on demand for any expenses which RAILWAY may incur in effecting compliance with LICENSEE's obligations under this License, but without rendering RAILWAY liable for any damages resulting to LICENSEE or the Facilities from such action; and (iii) pursuit of all other remedies available to RAILWAY at law or in equity, including, without limitation, injunctive relief of all varieties.

15. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, RAILWAY shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to LICENSEE written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If LICENSEE shall discontinue the use or operations of the Facilities; or

(b) If RAILWAY shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If RAILWAY, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If RAILWAY, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of RAILWAY, or with the present or future use of such property by RAILWAY, its lessees, affiliates, successors or assigns, for their respective purposes.

16. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to LICENSEE hereunder shall, at the sole option of RAILWAY, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of RAILWAY, and LICENSEE shall have no claim thereto, the same being hereby expressly waived by LICENSEE.

17. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of LICENSEE. Upon the termination of this Agreement, LICENSEE shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by RAILWAY, LICENSEE shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event LICENSEE shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by LICENSEE, and the same shall become the property of RAILWAY for RAILWAY to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to LICENSEE therefor; provided, however, in the event RAILWAY elects to remove the Facilities, RAILWAY, in addition to any other legal remedy it may have, shall have the right to recover from LICENSEE all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the termination of this Agreement shall not relieve LICENSEE from LICENSEE's obligations accruing prior to the termination date, and such obligations shall survive any such termination of this Agreement.

18. Interests in Real Property

LICENSEE shall acquire or settle all property, property rights and all damages to property affected by the installation, construction, maintenance, and operation of the Facilities. The cost of said property, property rights and damages to property shall be borne by LICENSEE.

RAILWAY, insofar as it has the legal right so to do, shall permit LICENSEE to enter upon lands owned or operated by RAILWAY to construct and occupy its property with sufficient width to permit construction and maintenance of the Facilities. LICENSEE and RAILWAY shall enter into good faith negotiations for a price to be consistent with the property interest determined by LICENSEE to be needed for the proposed improvement.

However, the price to be paid by LICENSEE to RAILWAY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by LICENSEE, and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, LICENSEE will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this Agreement shall survive the institution of such eminent domain proceeding.

LICENSEE shall furnish the plans and descriptions for any such conveyance. It is understood, however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate RAILWAY to convey any interest in its land.

II. SCOPE OF RAILROAD PROJECT, AND MAINTENANCE AND OWNERSHIP OF PROJECT IMPROVEMENTS

1. Scope of Work. The scope of the work by RAILWAY shall include any necessary acquisition of right-of-way, permitting, design, construction, and construction-related activities including, but not limited to,

inspection, flagging, and superintendence, within and along RAILWAY property necessary to facilitate LICENSEE's installation, construction, maintenance, operation and removal of the Facilities ("Railroad Project").

2. Construction of the Railroad Project. The RAILWAY shall construct the Railroad Project in accordance with the force account estimate, attached as Exhibit D and herein incorporated by reference, including any future amendments thereto, and all applicable state and federal laws.

(a) All work performed by the RAILWAY related to the Railroad Project and consistent with the force account estimate will be deemed reimbursable project expenses, and shall be at no cost to the RAILWAY.

(b) RAILWAY shall accomplish work on the Railroad Project by the following: (i) railroad force account; (ii) existing continuing contracts at reasonable costs; (iii) contracting with the lowest responsible bidder based on appropriate solicitation; or (iv) contract without competitive bidding for minor work at reasonable costs.

3. Maintenance and Ownership of the Railroad Project. Upon completion of the Railroad Project, the RAILWAY shall own and, at its own cost and expense, maintain the Railroad Project improvements until such time as RAILWAY deems such maintenance to no longer be necessary.

4. Construction of the Railroad Project. Execution of this Agreement constitutes LICENSEE's issuance of a notice to proceed to RAILWAY with the Railroad Project ("Notice to Proceed"). RAILWAY shall make commercially reasonable efforts to commence construction on the Railroad Project as soon as possible, in RAILWAY's sole discretion, after the date of availability for RAILWAY to commence its construction activities on the Railroad Project.

5. Reimbursement by LICENSEE.

(a) RAILWAY shall furnish, or cause to be furnished, at the expense of the LICENSEE all the labor costs, overhead and indirect construction costs, materials and supplies, contracted services, transportation, equipment, and other related costs and items required to perform and complete the Railroad Project. In addition, RAILWAY shall furnish, at the expense of LICENSEE, the protection of rail traffic occasioned by or made necessary by entry by LICENSEE and/or its contractors or any subcontractor(s) pursuant to this Agreement.

(b) Except as otherwise provided in this Agreement, LICENSEE shall reimburse the RAILWAY for the actual cost of the work performed by it, which is estimated to be **One Hundred Fifty Five Thousand, Five Hundred Eighty Two Dollars and Zero Cents (\$155,582.00)**. It is agreed that progress payments will be made by LICENSEE to the RAILWAY for the total amount of work done as shown on monthly statements. LICENSEE shall pay each RAILWAY statement within forty-five (45) days of receipt. Upon receipt of the final bill, RAILWAY shall be reimbursed in such amounts as are proper and eligible for final payment, and the RAILWAY Project shall be submitted to LICENSEE for final audit.

(c) Incurred Costs. The reimbursement amounts for all costs billed under this Agreement shall be subject to the applicable Federal principles and based on the full actual costs plus Approved Labor Additives. Design costs incurred by RAILWAY prior to issuance of the Notice to Proceed shall be reimbursed by LICENSEE.

### III. GENERAL PROVISIONS

1. Assignment and Successors. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective permitted successors and assigns.

2. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, RAILWAY shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by LICENSEE, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or lost profits.

3. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of RAILWAY and LICENSEE under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

4. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the contact below except as otherwise provided in this Agreement or unless otherwise specifically advised.

As to LICENSEE:

City of Dalton Public Works  
P.O. Box 1205  
Dalton, GA 30722  
Attn: Mr. Andrew Parker

As to RAILWAY:

c/o Norfolk Southern Corporation  
1200 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3504  
Attention: Public Projects Engineer

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

5. Severability. The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this contract.

6. No Third Party Beneficiary. This Agreement shall be for the benefit of the parties only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this Agreement, except LICENSEE and the RAILWAY and their successors and assigns.

7. Force Majeure. The parties agree to pursue the completion of the Railroad Project in accordance with the requirements of this Agreement. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this Agreement. In no event shall Force Majeure events excuse LICENSEE from its obligation to make payment to RAILWAY in accordance with this Agreement. Further the parties agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected party. If any party is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said party, then said party will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this Agreement, Force Majeure events are defined as circumstances beyond

a party's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

8. Amendment; Entire Agreement. This Agreement may be amended only in writing executed by authorized representatives of the parties hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the parties. The provisions hereof constitute the entire Agreement between the parties and supersede any verbal statement, representations, or warranties, stated or implied.

9. Waiver of Workers Compensation Immunity. In the event that all or a portion of the Premises is location in the State of Ohio, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code. In the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, LICENSEE, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any defense or immunity granted or afforded LICENSEE pursuant to Pennsylvania Workers' Compensation Act, 77 P.S. 481.


10. Independent Contractors. The parties agree that LICENSEE and its agents and/or contractors, shall not be deemed either agents or independent contractors of RAILWAY. Except as otherwise provided by this Agreement, RAILWAY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by LICENSEE or its contractors. Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of RAILWAY to temporarily prohibit LICENSEE, its agents and/or contractors, or persons not associated with LICENSEE from entering RAILWAY property, or to require the removal of any person from RAILWAY property, if RAILWAY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the Railroad Project Work exist.

11. Meaning of "Railway". The word "RAILWAY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by RAILWAY. Said term also shall include RAILWAY's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of RAILWAY and their respective officers, directors, agents and employees.

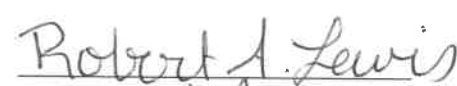
12. Approval of Plans. By its review and approval, if any, of the plans marked as Exhibit B, RAILWAY signifies only that the plans and improvements to be constructed in accordance with the plans satisfy the RAILWAY's requirements. RAILWAY expressly disclaims all other representations and warranties in connection with said plans, including, but not limited to, the integrity, suitability or fitness for the purposes of the LICENSEE or any other person(s) of the plans or improvements constructed in accordance with the plans.

IN WITNESS WHEREOF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

CITY OF DALTON, a Georgia  
Municipality

By:   
Name: Dennis Mlock  
Title: Mayor  
Date: 08/06/2018

NORFOLK SOUTHERN RAILWAY  
COMPANY, a Virginia corporation

By:   
Name: Robert A. Lewis  
Title: Regional VP  
Date: 8/28/18

NS File: BR0000634







**EXHIBIT B**

**WORK CONSISTS OF**

1. REPLACE EDGE BEAMS AT INTERIOR BENTS 2 THROUGH 6.
2. REPAIR SIDEWALK DAMAGE AT END BENT 1
3. REPAIR CAP SEAT DAMAGE AT END BENT 7.
4. INSTALL POLYMER OVERLAY.
5. BRIDGE DECK JOINT REPLACEMENT WITH SILICONE AT INTERIOR BENTS.
6. REPAIR CORRODED SECTIONS OF STEEL BLAST BARDS.
7. PAINT THE STEEL SUPERSTRUCTURE.
8. EPOXY INJECTION OF CRACKS.

**BRIDGE CONSISTS OF**

EDGE BEAM EXTENSION ----- SPECIAL DESIGN  
 JOINT REPLACEMENT ----- SPECIAL DESIGN  
 BAR BENDING DETAILS ----- GA. STD. 3501 (8-69)

**DESIGN DATA**

SPECIFICATIONS ----- AASHTO 17TH EDITION, 2002  
 TYPICAL H-19 LOADING ----- IMPACT ALLOWED  
 REINFORCEMENT STEEL ----- GRADE 60,  $f_y = 60,000$  PSI  
 CONCRETE ----- CLASS A,  $f_c = 3,000$  PSI

**TRAFFIC DATA**

TRAFFIC ----- DOT # 4610 (2011)  
 TRUCKS ----- DOT # 6915 (2031) ----- 12

**UTILITIES**

MATERIAL IN LOCATED ON SIDEWALK OF EXISTING BRIDGE

**PAINTING NOTES**

1. CLEAN AND PAINT ALL EXPOSED EXISTING SUPERSTRUCTURE STEEL (AS SHOWN IN THE SPECIAL PROVISIONS).
2. THE EXISTING STEEL STRUCTURE IS 206 FT. x LONG WITH TOTAL ESTIMATED AREA OF STEEL TO BE PAINTED OF 11,000 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 DEPARTMENT. ALL REPAIRS ARE TO BE APPROVED BY THE ENGINEER.
4. ALL CONCRETE AND DECK WORK SHALL BE COMPLETED PRIOR TO BEGINNING PAINTING WORK.
5. AFTER THE PAINTING IS COMPLETED, STENCIL THE SERIAL NUMBER OF THE BRIDGE (313-0083-0) ON THE INSIDE FACE OF THE WEB ON THE BLAST PLATE BEAR NEAR BOTH THE FIRST AND THE LAST BENT (BOTH ENDS OF BRIDGE). USE A 5" HIGH NUMBER STENCIL AND BLACK PERMANENT PAINT. COSTS INCURRED 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  $\frac{3}{4}$ " UNLESS OTHERWISE NOTED.
- PROTECTIVE PLATFORMS - PROVIDE PROTECTIVE PLATFORMS AT THIS SITE, SEE SECTION 500-3101 OF THE GEORGIA DOT SPECIFICATIONS. MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 20'-0" ABOVE TOP OF RAIL.
- TRAFFIC CONTROLS - ROAD TO BE CLOSED DURING BRIDGE REMEDIATION.
- EXISTING BRIDGE PLANS - ORIGINAL BRIDGE PLANS MAY BE OBTAINED ON THE GEORGIA DOT WEBSITE AT:

[HTTP://WWW.DOT.GA.GOV/RS/PROJECTS/PROJECTSEARCH](http://www.dot.ga.gov/RS/PROJECTS/PROJECTSEARCH)

THE ORIGINAL BRIDGE WAS BUILT UNDER PROJECT NUMBER WPM-2885. 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 B TO ALL HARDENED CONCRETE SURFACES - JUST PRIOR TO POURING THE CONCRETE FOR THE NEXT CONSTRUCTION. SEE SECTION 520 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE THE COST OF EPOXY ADHESIVE AND ITS APPLICATION IN THE OVERALL BID SUBMITTED.

EXISTING REINFORCEMENT - BOND 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 OIL. REMOVE ALL EXISTING REINFORCEMENT OF CONCRETE SCALE DURING DEMOLITION OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE DEPARTMENT.

WELDING - ALL WELDING ON GEORGIA DOT PROJECTS SHALL BE PERFORMED BY CERTIFIED WELDERS. THE WELDING INSPECTION A CURRENT WELDING CERTIFICATION CARD ISSUED BY THE OFFICE OF THE STATE ENGINEER (SECTION 402.02, 402.03, 402.04, 402.05, 402.06, 402.07, 402.08, 402.09, 402.10, 402.11, 402.12, 402.13, 402.14 AND 402.15) FOR THE TYPE OF WELDING TO BE PERFORMED (E7014 AND E7024) LOW HYDROGEN ELECTRODES FOR MANUAL SHIELDED METAL ARC WELDING.

PAINT - CLEAN AND PAINT ALL NEW STRUCTURAL STEEL AND EXISTING STRUCTURAL STEEL AS PER THE PAINTING NOTES AND SPECIFICATIONS. USE PAINT SYSTEM XII FOR NEW STRUCTURAL STEEL AND SYSTEM XI FOR EXISTING STRUCTURAL STEEL.

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 EXISTING EDGE BEAMS SHALL 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 OVERLAIN WITH A TWO-PART POLYMER BUTTER DECK OVERLAY. THE OVERLAY SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIAL PROVISIONS.

EPOXY PRESSURE INJECTION OF CONCRETE CRACKS - ESTIMATED QUANTITY OF CRACK INJECTION IN THE END WALLS AND BENTS IS 25 LF. ALL PRESSURE INJECTION OF CRACKS SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 520 OF THE GEORGIA DOT SPECIFICATIONS. INCLUDE COST OF MATERIALS AND INSTALLATION IN THE PRICE BID FOR "PAINT EXISTING STEEL STRUCTURE".

SPALL REPAIR - REPAIR SPALLS IN ACCORDANCE WITH SECTION 521 OF THE SPECIAL PROVISIONS. CARE SHALL BE TAKEN TO AVOID DAMAGING EXISTING REINFORCING STEEL. THE CONTRACTOR SHALL BE REPLACED AT NO ADDITIONAL COST TO THE CITY OF DALTON, INCLUDING THE COST FOR THIS WORK IN THE PAY ITEM 521 "PATCHING CONCRETE BRIDGE".

VEGETATION - CUT AND REMOVE VEGETATION FROM AROUND SUBSTRUCTURE AND APPROACHES. REMOVE ALL WEEDS OF BRIDGE OPENING, CUT AND REMOVE TREES TO GROUNDLINE. INCLUDE COST OF REMOVAL AND MATERIALS IN THE OVERALL BID SUBMITTED.

INCIDENTAL ITEMS - INCLUDE THE COST INCIDENTAL TO THE WORK THAT IS NOT SPECIFICALLY CALLED OUT IN THE SPECIAL PROVISIONS. SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS IN THE OVERALL BID SUBMITTED INCLUDES THE COST OF CLEANING AND BONDING OF EXISTING REINFORCEMENT FILLER, SARCUTS AND OTHER INCIDENTAL ITEMS NECESSARY TO COMPLETE THE WORK.

**GENERAL NOTES**

RAILROAD COORDINATION - SIGHT FOR REVIEW AND APPROVAL THE FOLLOWING DEMOLITION IN ADDITION TO ANY SUBMITTALS REQUIRED BY AREMA SPECIFICATIONS BEFORE BEGINNING CONSTRUCTION.

1. FURNISH DEMOLITION PLANS FOR ALL DEMOLITION AFFECTING THE RAILROAD RIGHT-OF-WAY.

2. PROTECT ALL FALL HAZARDS ON RAILROAD RIGHT-OF-WAY WITH HANDRAIL IN ACCORDANCE WITH AREMA SPECIFICATIONS.

3. PROVIDE A DETAILED METHOD TO PROTECT THE RAILROAD, BALLAST, AND TRAIN TRAFFIC FROM OVERSPRAY DURING AN PAINTING OR COATING WORK.

**SUMMARY OF QUANTITIES**

PAY ITEM NUMBER	QUANTITY	UNIT	PAY ITEM
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 2
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 3
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 4
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 5
449-1350	34	LF	PREFORMED SILICONE JOINT SEAL, BR NO - 1, BENT NO - 6
500-3101	43	CY	CLASS A CONCRETE
501-3000	240	LB	STR STEEL, BR NO - 1
511-1000	5813	LB	BAR REINF STEEL
518-0515	551	SY	SURFACE PREPARATION
519-0530	551	SY	POLYMER OVERLAY
521-3000	30	SF	PATCHING CONCRETE BRIDGE
528-0501	25	LF	EPOXY PRESSURE INJECTION OF CONCRETE CRACKS
535-1105	LUMP	LS	PAINT EXISTING STEEL STRUCTURE, BR 10 - 313-0083-0
540-1202	LUMP	LS	REMOVAL OF PARTS OF EXISTING BR, BR NO - 1

BRIDGE NO. 1



407 Augusta Drive  
 Marietta GA 30067  
 (770) 693-7701

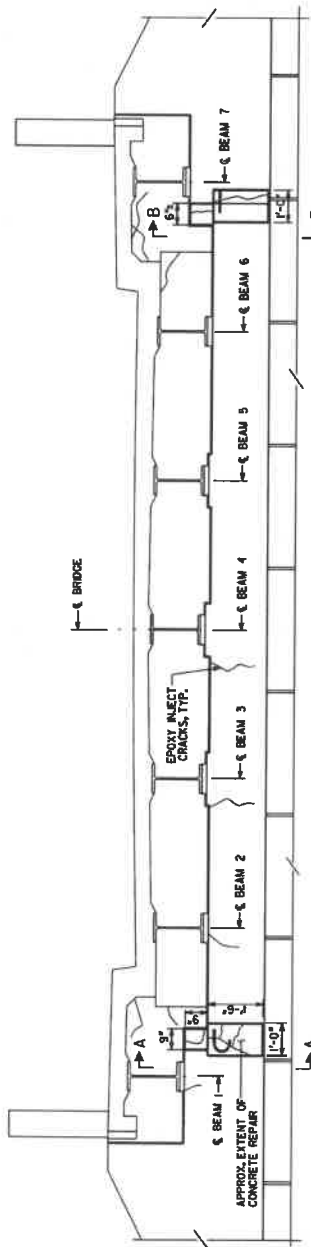
CITY OF DALTON  
**DEPARTMENT OF PUBLIC WORKS**

GENERAL NOTES  
 GORDON STREET OVER NS & CSX RAILROAD  
 WHITFIELD COUNTY

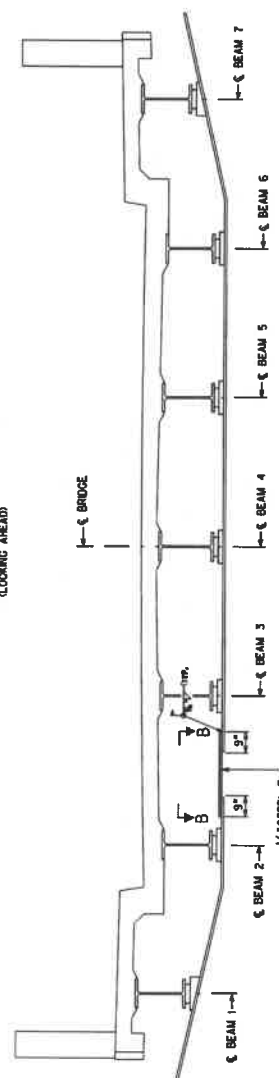
SCALE: NO SCALE  
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 BRIDGE SHEET 2 OF 5  
 DATE: 10/20/2017

NOTE: INFORMATION TAKEN FROM ORIGINAL PLANS.

**EXHIBIT B**

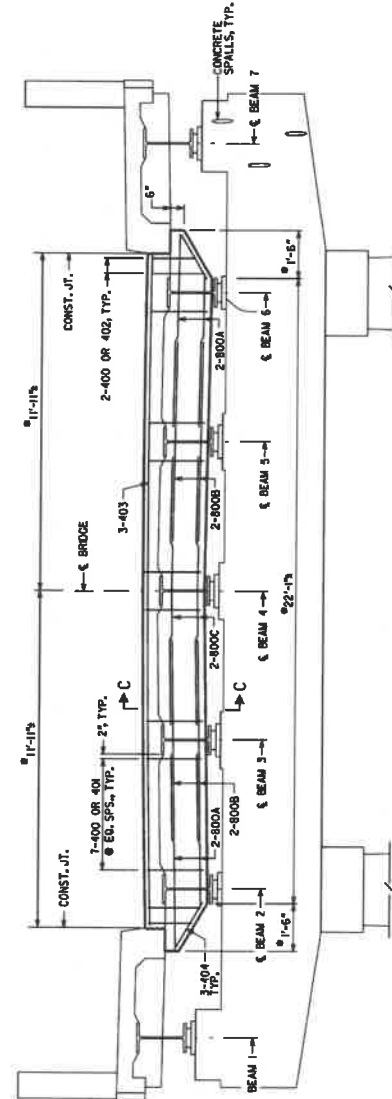


**SECTION THRU ENDWALL - BENT 7**  
(LOOKING AHEAD)



**BLAST BOARD SECTION**  
(LOOKING AHEAD)

\* MEASURED ALONG SHELF



**SECTION THRU EDGE BEAM**  
(LOOKING AHEAD)

8/20/2017  
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SPALL REPAIR INFORMATION		
LOCATION	QUANTITY (SF)	DESCRIPTION
SUBTOTAL-SPAN 1	8	1 LOCATION NEAR BENT 1
DECK - SPAN 6	4	4 LOCATIONS NEAR BENT 7
BENT 5	6	6 LOCATIONS ON BENT CAP
BENT 6	4	1 LOCATION ON BENT CAP STEP
BENT 7	8	6 LOCATIONS ON BENT CAP

LOCATIONS REQUIRING EPOXY INJECTION			
BENT	LOCATION	APPROX. LENGTH	APPROX. WIDTH
1	FACE OF ENDWALL BETWEEN BM 6 & 7	2'	0.000" - 0.020"
3	FACE OF BENT CAP	3'	0.000" - 0.020"
6	FACE OF BENT CAP	8'	0.008" - 0.020"
7	FACE OF ENDWALL BETWEEN BM 6 & 7	8'	0.000" - 0.020"
	FACE OF BENT CAP	4'	0.008" - 0.020"

- NOTES:**
1. MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
  2. SPALLS SHALL BE SAW CUT AND SQUARED UP ALL AROUND THE FRACTURED AREA TO A DEPTH OF AT LEAST 2" BEYOND THE INITIAL MAT OF REINFORCING STEEL. SPALLS SHALL BE REPAIRED AS SHOWN. REPAIRS SHALL BE PERFORMED IN ACCORDANCE WITH THE PRICE BID FOR PAI ITEM 55-3004, PATCHING CONCRETE BRIDGE.
  3. CRACKS SHALL BE REPAIRED AS PER SECTION 508 OF THE SPECIAL PROVISIONS. THE COST FOR REPAIRS SHALL BE INCLUDED IN THE PRICE BID FOR PAI ITEM 528-0504, "EPOXY PRESSURE INJECTION OF CONCRETE CRACKS".
  4. CARE SHALL BE EXERCISED IN REMOVAL OF EXISTING CONCRETE TO PREVENT DAMAGE TO REINFORCEMENT. ANY EXISTING REINFORCEMENT STEEL DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
  5. CLEAN ALL EXPOSED REINFORCING STEEL OF RUST AND CORROSION PRODUCTS INCLUDING OIL, DIRT, CONCRETE FRAGMENTS, LOOSE SCALE AND ALL OTHER MATERIALS THAT WOULD DESTROY OR IMPAIR THE BOND WITH THE PATCHING AREA.
  6. IMMEDIATELY BEFORE PLACING THE PATCHING MATERIAL THOROUGHLY BRUSH SURFACE OF EXISTING CONCRETE WITH WATER AND BRUSH AWAY DUST, DIRT, SLURRY FROM SAW OPERATION, AND OTHER CONTAMINANTS.
  7. FOR SECTIONS A-A, B-B, OR C-C SEE BRIDGE SHEET 5 OF 5.

BRIDGE NO. 1



407 Augusta Drive  
Marietta GA 30067  
(770) 486-7787

CITY OF DALTON  
**DEPARTMENT OF PUBLIC WORKS**  
DECK SECTIONS  
GORDON STREET OVER NS & CSX RAILROAD  
WHITFIELD COUNTY

DRAWING NO.  
35-000A  
BRIDGE SHEET  
4 OF 5

NOTE:  
INFORMATION TAKEN FROM ORIGINAL PLANS.

SCALE: P = 10'-0"  
DATE: \_\_\_\_\_

REVISIONS  
DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
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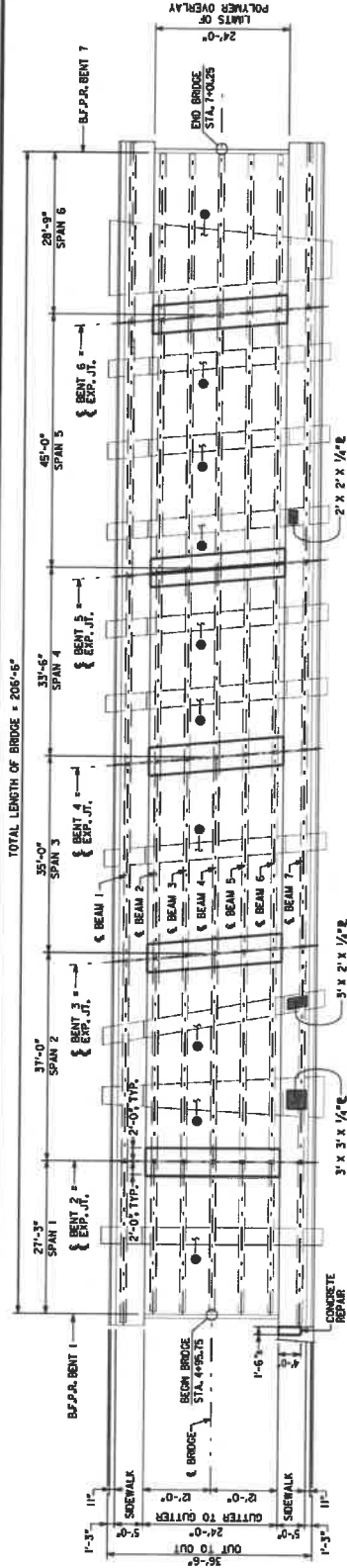
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**EXHIBIT B**



**PLAN**

JOINT OPENING	
TEMPERATURE (°F)	W (IN)
MAXIMUM	2"
MINIMUM	1"

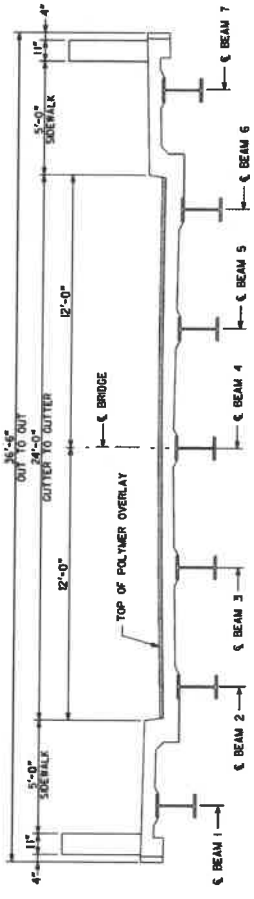
- NOTES**
1. "W" JOINT WIDTH SHALL BE BASED ON THE AVERAGE BEAM TEMPERATURE.
  2. ASSUME NORMAL TEMPERATURE IS 60°F.
  3. CONSTRUCTION SHALL NOT DEVIATE FROM THIS DETAIL UNLESS APPROVED BY THE STATE BRIDGE MAINTENANCE ENGINEER.
  4. "W" JOINT WIDTH BETWEEN APPROACH SLAB AND B.F.P.P. SHALL MATCH EXISTING JOINT WIDTH.
  5. SEE SPECIAL PROVISION - SECTION 449 "BRIDGE DECK JOINT SEALS" FOR FURTHER REQUIREMENTS.



**LONGITUDINAL SECTION**

**TRANSVERSE SECTION**

**EXPANSION JOINT DETAILS**



**TYPICAL SECTION (LOOKING AHEAD)**

ITEM	REPAIR QUANTITIES						TOTAL
	SPAN 1	SPAN 2	SPAN 3	SPAN 4	SPAN 5	SPAN 6	
CY CLASS A CONCRETE	3.9	9.2	6.0	8.0	10.0	3.8	42.7
LB BAR REINF STEEL	955	980	966	966	991	955	5,813
LB STRUCTURAL STEEL	-	190	-	-	50	-	240

NOTES: SIDEWALK AND BENT CAP CONCRETE INCLUDED IN END SPAN QUANTITIES.

- NOTES**
1. MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
  2. COST OF REINFORCEMENT SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 511-0000 "BAR REIN STEEL" AND "CONCRETE". COST OF CONCRETE SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 500-3000 "CLASS A CONCRETE".
  3. CONCRETE REMOVAL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 540-0000 "REMOVAL OF PARTS OF EXISTING BRIDGE".
  4. COST OF BLAST BOARD REPAIR AND MATERIAL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 504-3000 "STEEL".

**PONT ENGINEERING**  
407 Augusta Drive  
Marietta GA 30067  
(770) 488-7100

CITY OF DALTON  
**DEPARTMENT OF PUBLIC WORKS**  
DECK PLAN & SECTION  
GORDON STREET OVER NS & CSX RAILROAD  
WHITFIELD COUNTY

SCALE: P = 10'-0"  
OCTOBER 2017

PROJECT NO. 15-0003  
BRIDGE SHEET 3 OF 5

DATE: 10/17/17

DESIGNED BY: [Name]  
CHECKED BY: [Name]  
DATE: [Date]

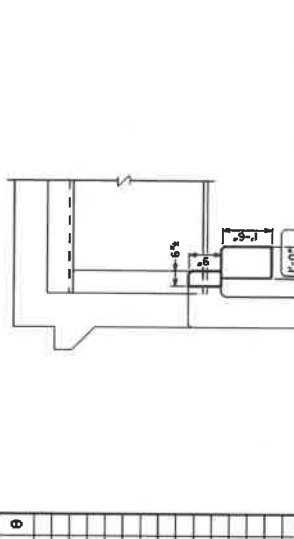
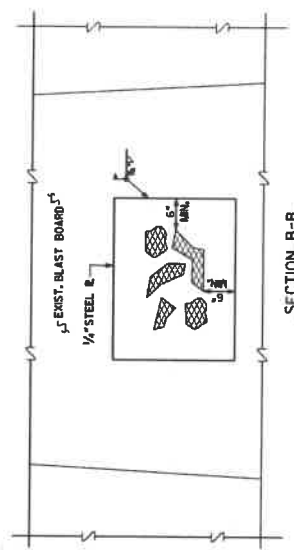
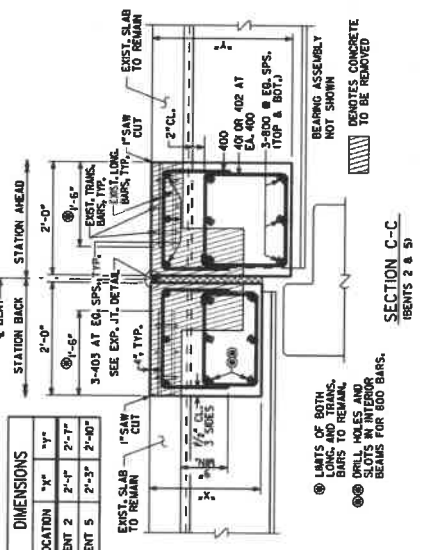
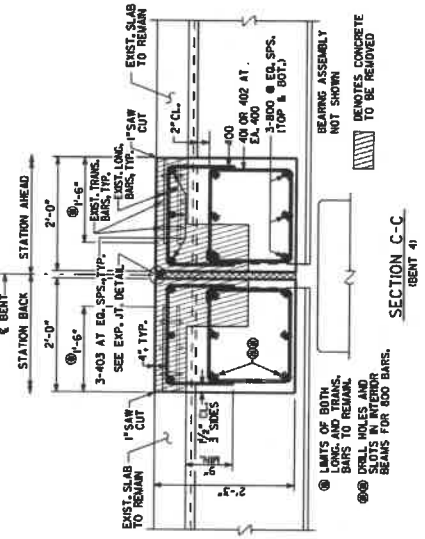
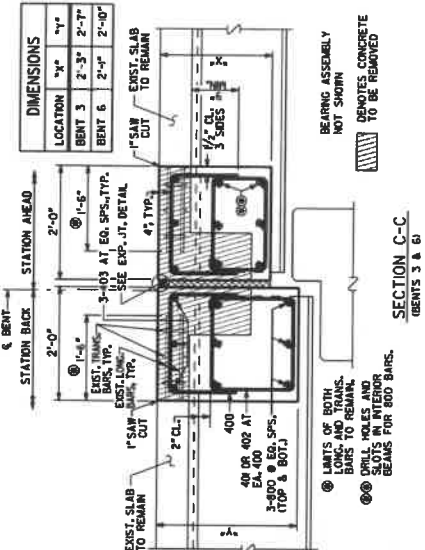
NOTE: DIMENSIONS TAKEN FROM ORIGINAL PLANS.

8/20/2017

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**EXHIBIT B**



LOCATION	NO. OF BARS	SIZE	SPACING	LENGTH	UNIT	QTY	WEIGHT	NO.	QTY	WEIGHT	NO.	QTY	WEIGHT	NO.	QTY	WEIGHT	NO.	QTY	WEIGHT
SPAN 1 OR 6	1	400	3-11	32	2	1-9	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1
SPAN 2	2	400	3-11	32	2	1-9	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1
SPAN 3 OR 4	2	400	3-11	32	2	1-9	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1
SPAN 5	2	400	3-11	32	2	1-9	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1	1-1

- NOTES**
1. MAINTAIN 2" MINIMUM CLEARANCE ON REINFORCEMENT UNLESS OTHERWISE NOTED.
  2. CARE SHALL BE EXERCISED IN REMOVAL OF EXISTING CONCRETE REINFORCEMENT AND DAMAGED REINFORCEMENT. ANY EXISTING REINFORCEMENT STEEL DAMAGED DURING REMOVAL SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST.
  3. CONCRETE REMOVAL SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 540-202, "REMOVAL OF PARTS OF EXISTING BRIDGE".
  4. COST OF REINFORCEMENT SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 51-000, "BART REINFORCING STEEL". COST OF CONCRETE SHALL BE INCLUDED IN PRICE BID FOR PAY ITEM 500-304, "CLASS A CONCRETE".

**PONT ENGINEERING**  
401 Augusta Drive  
Martinez CA 94507  
(707) 884-7887

**CITY OF DALTON**  
**DEPARTMENT OF PUBLIC WORKS**  
MISCELLANEOUS DETAILS  
GORDON STREET OVER NS & CSX RAILROAD  
WHITFIELD COUNTY

DATE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_  
DRAWING NO. 35-0005  
BRODGE SHEET 5 OF 5  
SCALE: P = P-0'  
OCTOBER 2017

NOTE: INFORMATION TAKEN FROM ORIGINAL PLANS.

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## Special Provisions for Protection of Railway Interests

### 1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

### 2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

## EXHIBIT C

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

### 3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

### 4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
  1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
  2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

## EXHIBIT C

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
  4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
  2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
  3. Receive permission from the Railroad's representative to proceed with the work.
  4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

### 5. CONSTRUCTION PROCEDURES:

#### A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
  - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
  - b. In accordance with the Railroad's written outline of specific conditions.
  - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
  - d. In accordance with these Special Provisions.
2. Submittal Requirements
  - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
  - b. The Contractor shall allow for 30 days for the Railroad's review and response.
  - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
  - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

## EXHIBIT C

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
  - (1) General Means and Methods
  - (2) Ballast Protection
  - (3) Construction Excavation & Shoring
  - (4) Pipe, Culvert, & Tunnel Installations
  - (5) Demolition Procedure
  - (6) Erection & Hoisting Procedure
  - (7) Debris Shielding or Containment
  - (8) Blasting
  - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
  - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
  - (1) Shop Drawings
  - (2) Bearing Shop Drawings and Material Certifications
  - (3) Concrete Mix Design
  - (4) Structural Steel, Rebar, and/or Strand Certifications
  - (5) 28 day Cylinder Test for Concrete Strength
  - (6) Waterproofing Material Certification
  - (7) Test Reports for Fracture Critical Members
  - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

### B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.



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2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

### C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

### D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

### E. Pipe, Culvert, & Tunnel Installations

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1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
  - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
  - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
  - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

### F. Demolition Procedures

#### 1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

#### 2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
  - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

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- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

### 4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

## G. Erection & Hoisting Procedures

### 1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

**2. Submittal Requirements**

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
  - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
  - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
  - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
  - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
  - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
  - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.



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### H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
  - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
  - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
  - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
  - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
  - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
  - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
  - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

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2. The Railroad representative will:
  - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
  - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
  - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
  - b. Confirm that the minimum amounts of explosives are used to remove the rock.
  - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
  - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
  - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
  - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
  - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
  - b. Hole diameter.
  - c. Hole spacing and pattern.
  - d. Maximum depth of hole.
  - e. Maximum number of decks per hole.
  - f. Maximum pounds of explosives per hole.
  - g. Maximum pounds of explosives per delay.
  - h. Maximum number of holes per detonation.

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- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.

### I. Track Monitoring

- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
- 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
- 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
- 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

### J. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

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repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

### K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

### L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

## 6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

## 7. FLAGGING SERVICES:

### A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer



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needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

### C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

### D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

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### 8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

### 9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

### 10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

### 11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

### 12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

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Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

### 13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

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- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

### 14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
  - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
    - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
  - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

**EXHIBIT C**

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.  
**NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.**
- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
  - (1) CG 00 35 01 96 and CG 28 31 10 93; or
  - (2) CG 00 35 07 98 and CG 28 31 07 98; or
  - (3) CG 00 35 10 01; or
  - (4) CG 00 35 12 04; or
  - (5) CG 00 35 12 07; or
  - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: Risk Manager

**(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)**
- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- h. Endorsements/forms that are **required** are:
  - (1) Physical Damage to Property Amendment
  - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:



**EXHIBIT C**

- (1) Broad Form Nuclear Exclusion – Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240

- j. Endorsements/forms that are NOT acceptable are:
  - (1) Any Pollution Exclusion Endorsement except CG 28 31
  - (2) Any Punitive or Exemplary Damages Exclusion
  - (3) Known injury or Damage Exclusion form CG 00 59
  - (4) Any Common Policy Conditions form
  - (5) An Endorsement that limits or excludes Professional Liability coverage
  - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
  - (7) An Endorsement that excludes TRIA coverage
  - (8) A Sole Agent Endorsement
  - (9) Any type of deductible endorsement or amendment
  - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad’s right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor’s and any subcontractors’ Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
  - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. **Please provide point of contact information with the submission including a phone number and email address.**

**EXHIBIT C**

- 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
  - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
  - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
- 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

**15. FAILURE TO COMPLY:**

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
  - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
  - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

**16. PAYMENT FOR COST OF COMPLIANCE:**

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

**17. PROJECT INFORMATION**

- A. Date: July 13, 2018
- B. NS File No.: BR0000634
- C. NS Milepost: 40.10-H
- D. Sponsor's Project No.: \_\_\_\_\_

**EXHIBIT C**

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR  
COSTS REIMBURSED BY PROJECT SPONSOR  
NS FILE: BR0000634

**NORFOLK SOUTHERN  
CONTRACTOR RIGHT OF ENTRY AGREEMENT**

WHEREAS, \_\_\_\_\_ (“Principal”) has requested that Norfolk Southern Railway Company (“Company”) permit Principal to be on or about Company’s premises and/or facilities at or in the vicinity of Company Milepost 40.10-H at or near Dalton, Whitfield County, Georgia (the “Premises”) for the sole purpose of making repairs to the existing Gordon Street overhead bridge, on behalf of the City of Dalton (the “Project Sponsor”) during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the “Right of Entry”).

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively “Licensees”). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, “Designated Property”).

Principal agrees:

- (i) that Licensees’ access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company’s direction when upon the Premises, and (b) be subject to Company’s removal from the Premises, in Company’s sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company’s desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company’s facilities and in accordance with Company’s “Special Provisions for Protection of Railway Interest”, attached and incorporated herein.
- (iv) to give Company’s officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company’s “Special Provisions for Protection of Railway Interest”;
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney’s fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the “Licensee Property”), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of

## EXHIBIT C

whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

**EXHIBIT C**

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

_____	NORFOLK SOUTHERN RAILWAY COMPANY
Name of Principal	
By _____	By _____
Title _____	Title _____
Date _____, 20__	Date _____, 20__



**EXHIBIT D**

**CONSTRUCTION FORCE ACCOUNT ESTIMATE**

Work to be Performed By: Norfolk Southern Railway Company  
For the Account of: City of Dalton  
Project Description: Proposed Gordon Street Bridge Repairs over NS  
Location: Dalton, Whitfield County, GA  
Project No.: N/A  
Milepost: 40.10-H  
File: BR0000634  
Date: July 9, 2018

<b><u>SUMMARY</u></b>	
ITEM A - Preliminary Engineering	0
ITEM B - Construction Engineering	25,327
ITEM C - Accounting	2,073
ITEM D - Flagging Services	128,181
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
<b>GRAND TOTAL</b>	<b>\$ 155,582</b>

**ITEM A - Preliminary Engineering**

(Review plans and special provisions,  
prepare estimates, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
<b>NET TOTAL - ITEM A</b>		<b>\$ -</b>

**EXHIBIT D**

**ITEM B - Construction Engineering**

(Coordinate Railway construction activities,  
review contractor submittals, etc.)

Labor:	40 Hours @ \$60 / hour=	2,400
Labor Additives:		1,886
Travel Expenses:		1,041
Services by Contract Engineer:		20,000
<b>NET TOTAL - ITEM B</b>		<b>\$ 25,327</b>

**ITEM C - Administration**

Agreement Construction, Review and/or Handling:		1,250
Accounting Hours (Labor):	15 Hours @ \$30 / hour=	450
Accounting Additives:		373
<b>NET TOTAL - ITEM C</b>		<b>\$ 2,073</b>

**ITEM D - Flagging Services**

(During construction on, over,  
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	130 days @ 310.00 per day=	40,300
	(based on working 10 hours/day)	
Labor Additive:		74,881
Travel Expenses, Meals & Lodging:		
	130 days @ \$100/day=	13,000
Rental Vehicle	0 months @ \$950/month=	0
<b>NET TOTAL - ITEM D</b>		<b>\$ 128,181</b>

**ITEM E - Communications Changes**

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
<b>NET TOTAL - ITEM E</b>		<b>\$ -</b>

**EXHIBIT D**

**ITEM F - Signal & Electrical Changes**

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
	<hr/>
<b>NET TOTAL - ITEM F</b>	<b>\$ -</b>

**ITEM G - Track Work**

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
<b>NET TOTAL - ITEM G</b>	<b>\$ -</b>

**ITEM H - T-CUBED**

Lump Sum	\$ -
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**NOTES**

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (07/09/2018). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

NORFOLK SOUTHERN  
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, \_\_\_\_\_ (“Principal”) has requested that **Norfolk Southern Railway Company (“Company”)** permit Principal to be on or about Company’s premises and/or facilities at or in the vicinity of Dalton, Whitfield County, GA adjacent to **Company’s Track originating near Milepost 40.10-H** (the “Premises”) for the sole purpose of Gordon Street Bridge Repairs over Norfolk Southern, on behalf of the City of Dalton (the “Project Sponsor”) during the period \_\_\_\_\_, 20\_\_\_\_, to \_\_\_\_\_, 20\_\_\_\_ (the “Right of Entry”).

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively “Licensees”). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, “Designated Property”).

Principal agrees:

- (i) that Licensees’ access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- (ii) that Licensees shall (a) be subject to Company’s direction when upon the Premises, and (b) be subject to Company’s removal from the Premises, in Company’s sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company’s desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company’s facilities and in accordance with Company’s “Special Provisions for Protection of Railway Interest”, attached and incorporated herein.
- (iv) to give Company’s officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company’s “Special Provisions for Protection of Railway Interest”;
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney’s fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees

- (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;
- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
  - (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
  - (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
  - (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
  - (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
  - (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.



It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

\_\_\_\_\_  
Name of Principal

NORFOLK SOUTHERN RAILWAY COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Chief Engineer Bridges & Structures

Date \_\_\_\_\_, 20\_\_\_\_

Date \_\_\_\_\_, 20\_\_\_\_



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	12/17/2018
<b>Agenda Item:</b>	Ratification of Agreement with Pont Engineering to Develop Repair Plans for Chattanooga Ave Bridge over Mill Creek (Phase 2 of 2)
<b>Department:</b>	Public Works
<b>Requested By:</b>	Andrew Parker
<b>Reviewed/Approved by City Attorney?</b>	Yes (original on-call Professional Services Agreement was reviewed by City Attorney)
<b>Cost:</b>	\$11,715.14
<b>Funding Source if Not in Budget</b>	2015 SPLOST - Bridge Maintenance Funds

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

Pont Engineering recently completed a detailed structural inspection of the Chattanooga Ave Bridge in preparation for developing repair plans which can be let out for bids. During the inspection, several items of repair were noted including joint replacements, repairs to damaged wing wall, redressing of eroded slopes, removal/replacement of substandard guardrail approaches, and blasting/painting of steel beams.

On August 6, 2018, the Mayor and Council approved an on-call contract with Pont Engineering for Professional Services and this agreement will be assigned project number PE-001 (Phase 2) under the on-call contract.

Funding for this project comes from the 2015 SPLOST bridge maintenance category.



Pont Engineering, Inc.  
885 Franklin Gateway,  
Suite 305  
Marietta, GA 30067  
(T) 770-499-1161  
(F) 770-872-7389

December 13, 2018

City of Dalton Public Works  
Attn: Andrew Parker, PE  
532 Elm Street  
Dalton, GA 30722-1205

Reference: **Bridge Repair Services**  
Chattanooga Avenue Over Mill Creek (Str. I.D. 313-5051-0)

Dear Mr. Parker,

Pont Engineering, Inc. is pleased to submit the following proposal on the above referenced project. We understand that the purpose of this project is to develop repair plans based on issues documented from the previous bridge inspection. The bridge plans will include joint replacements at each end of the bridge, repairs to a damaged wing wall on the north east corner of the bridge, and redressing of the eroded slopes at each end bent. In addition to repairs to the bridge, the project will include removal and replacement of guardrail at the bridge ends in accordance with AASHTO Standards. Our understanding is that Chattanooga Avenue will be closed to traffic during the bridge repair. Our scope does not include hydraulic studies, erosion control, materials testing, surveying, permitting, or environmental studies/permits.

**Deliverables:** Pont Engineering, Inc. will produce repair plans for the structure. Pont Engineering, Inc. will deliver certified sets of 11" x 17" plans outlining the recommended repairs to the City of Dalton.

**Contract Fee:** Pont Engineering, Inc. will perform this work the City of Dalton. Our fee for this work is a lump sum amount of **\$11,715.14**. A breakdown of cost used for the estimate is attached. An invoice will be submitted with the completed plan set.

We appreciate your confidence in Pont Engineering, Inc. and look forward to working with you on this project and in the future. If you have any questions or require additional information, please don't hesitate to contact me directly at 770-499-1161 or via email at [sean\\_garland@pontengineering.com](mailto:sean_garland@pontengineering.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sean H. Garland', with a long, sweeping horizontal line extending to the right.

Sean H. Garland, P.E.  
Chief Bridge and Bridge Inspection Engineer  
*Pont Engineering, Inc.*

Cost Proposal  
For  
**Chattanooga Avenue Over Mill Creek**  
( Bridge Repair and Guardrail Installation )



**DALTON** *Georgia*  
"THE CARPET CAPITAL OF THE WORLD"



**Date:** December 13, 2018

**Prepared by:** Sean Garland, PE



885 Franklin Gateway, Suite 305  
Marietta, GA 30067  
Direct: (770) 499-1161  
email: sean\_garland@pontengineering.com

**Prepared for:** P. Andrew Parker, P.E.

Assistant Public Works Director  
Public Works Department | City of Dalton  
535 Elm Street  
Dalton, GA 30722  
Phone: (706) 278-7077  
Fax: (706) 278-1847  
email: Aparker@cityofdaltongov

## Chattanooga Avenue Over Mill Creek Cost Summary

### Summary

**PROJECT:** Chattanooga Avenue Over Mill Creek

**DESCRIPTION:** Bridge Inspection and Repair Plans

**COUNTY:** Whitfield

Phase Description	Phase Number	Total	Notes
Inspection	1	\$5,326.67	Inspect Bridge / Provide Report
Special Studies	2	\$11,715.14	Develop Bridge Repair Plans
	Total	<u><u>\$17,041.80</u></u>	



## Chattanooga Avenue Over Mill Creek Cost Proposal

**PROJECT:** Chattanooga Avenue Over Mill Creek

**DESCRIPTION:** Bridge Inspection and Repair Plans

**COUNTY:** Whitfield

**PHASE:** Bridge Repair Plans

<b>DIRECT LABOR</b>			
Personnel	Est. Hours	Rate/Hr.	Est. Cost
Senior Engineer	20	\$148.50	\$2,970.00
Engineer	26	\$118.50	\$3,080.94
CADD Technician	62	\$88.00	\$5,456.00
Project Accountant	2	\$60.50	\$121.00
<b>Total Direct Labor plus Overhead &amp; Profit</b>			<b>\$11,627.94</b>
<b>Direct Costs</b>			
Travel	1 trip 160 (r/t) miles @ \$0.55/mile		\$87.20
<b>Total Estimated Phase Costs</b>			<b>\$11,715.14</b>

## Chattanooga Avenue Over Mill Creek Man-Hour Estimate

**PROJECT:** Chattanooga Avenue Over Mill Creek

**DESCRIPTION:** Bridge Inspection and Repair Plans

**COUNTY:** Whitfield

**PHASE:** Bridge Repair Plans

Task Number	Task Description	Senior Engineer	Engineer	CADD Technician	Project Accountant	Total
1	Task Management & Coordination	8			2	10
2	Roadway / Guardrail Plan Information	1	2	6		9
3	Roadway Miscellaneous Details	1	2	6		9
4	Bridge P&E Sheet	1	2	6		9
5	General Notes and Sequence of Work	1	2	8		11
6	Bridge Joint Repair Plan & Sections	2	4	12		18
7	Bridge Wingwall Repair	2	6	16		24
8	Bridge Miscellaneous Details	1	2	4		7
9	Develop Cost Estimate	2	4			6
10	Address Client comments	1	2	4		7
11	Attend Meetings	8				8
<b>Total</b>		20	26	62	2	110



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12-17-18  
**Agenda Item:** Amendment to Municipal Court Judge Contract  
**Department:** Municipal Court  
**Requested By:** Jason Parker  
**Reviewed/Approved by City Attorney?** Yes  
**Cost:** \$4600 annually  
**Funding Source if Not in Budget** Municipal Court Budget

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

Increases Municipal Court Judge Salary to an annual total of \$63,000 or \$5300 monthly (from current \$4916/month)

**FIRST AMENDMENT  
TO MUNICIPAL COURT JUDGE AGREEMENT**

This **FIRST AMENDMENT TO MUNICIPAL COURT JUDGE AGREEMENT** (this “Amendment”) is made and entered into as of December 17, 2018, but with an effective date of January 1, 2019 (the Effective Date”), by and between the City of Dalton, Georgia (“City”), and Robert Adam Cowan (“Cowan”).

**WHEREAS**, on June 18, 2018 the City and Cowan entered into a certain agreement wherein Cowan agreed to serve as the Municipal Court Judge for the City (the “Agreement”); and

**WHEREAS**, the City and Cowan desire to amend the amount of compensation set forth in the Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth in the Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendment. Strike Section 4 of the Agreement captioned “Compensation” in its entirety and substitute in lieu thereof a new Section 4 captioned “Compensation” which shall read as follows:

**4. Compensation**. Commencing on the Effective Date, the City shall pay Cowan the sum of \$5,300.00 per month. Cowan shall not be entitled to receive any employment benefits from the City and Cowan shall not be eligible to participate in any benefit programs that the City currently provides or may someday provide for its employees, including but not limited to vacation, paid holidays, sick leave, health insurance, life insurance, pension or retirement plans, disability programs, or other benefits. The City will not provide unemployment insurance or workers’ compensation insurance for Cowan. Cowan’s compensation will be reported to the Internal Revenue Service on a Form 1099 and not a Form W-2. Cowan is obligated to pay federal and state income taxes on any monies paid pursuant to this Agreement. The City will not withhold from Cowan’s compensation any amounts for taxes of any kind.

2. Effect of Amendment. This Amendment shall not constitute an amendment or waiver of any provision of the Agreement not expressly amended and or waived herein and shall not be construed as an amendment, waiver or consent to any action that would require an amendment, waiver or consent except as expressly stated herein. The Agreement, as amended by this Amendment, is and shall continue to be in full force and effect and is in all respects ratified and confirmed hereby. All capitalized terms used but not defined herein have the meanings given to them in the Agreement.

3. Counterparts; Effectiveness. This Amendment may be executed in counterparts (any one of which need not contain the signatures of more than one party), each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement.

4. Construction. This Amendment was the subject of negotiation between the parties and shall not be construed against either as the drafter thereof.

5. No Third Party Beneficiaries. This Amendment shall not be deemed to confer upon or give to any third party any remedy, claim of liability or reimbursement, cause of action or other right.

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the day and year first set forth above.

City of Dalton, Georgia

By: \_\_\_\_\_  
Dennis Mock, Mayor

\_\_\_\_\_  
Robert Adam Cowan

Attest: \_\_\_\_\_  
City Clerk





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting  
**Meeting Date:** 12-17-18  
**Agenda Item:** Oath of Office - Municipal Court Solicitor  
**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:**

Oath of office required by law.

**OATH**

I, **Susan Beck**, a citizen of the State Georgia, and the recipient of public funds for services rendered as prosecuting attorney in the City of Dalton Municipal Court, do hereby solemnly swear and affirm that:

- (1) I am not the holder of any unaccounted for public money due the State of Georgia, or any political subdivision or authority thereof;
- (2) I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which by the laws of the State of Georgia I am prohibited from holding;
- (3) I am otherwise qualified to hold the office to which I was elected according to the Constitution and the laws of the State of Georgia;
- (4) I will support the Constitution of the United States and of this State.

This \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**Susan Beck**

**Sworn to and subscribed before  
me this \_\_\_\_ day of \_\_\_\_\_,  
2018.**

\_\_\_\_\_  
**NOTARY PUBLIC**

**{SEAL}**

Oath Required By O.C.G.A. §15-18-93

I, Susan Beck, swear that I will well, faithfully, and impartially and without fear, favor, or affection discharge my duties as prosecuting attorney of the City of Dalton, Georgia.”

This \_\_ day of \_\_\_\_\_, 2018.

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Susan Beck

Sworn to and subscribed before  
me this \_\_\_\_ day of \_\_\_\_\_,  
2018.

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NOTARY PUBLIC

{SEAL}